Board Office Use: Legislative File Info.				
File ID Number	24-2354			
Introduction Date	11/13/2024			
Enactment Number				
Enactment Date				



# **Board Cover Memorandum**

**To** Board of Education

From Kyla Johnson-Trammell, Superintendent

Jenine Lindsey, General Counsel

Kelly Krag-Arnold, Director, Office of Charter Schools

Meeting Date November 13, 2024

Subject Submission - Leadership Public Schools - Oakland R & D Campus ("LPS Oakland")

- Petition and Charter (Renewal) - Grades 9-12

Ask of the Board Submission to the Board of Education of Leadership Public Schools - Oakland R &

D Campus ("LPS Oakland") - Petition and Charter (Renewal) - Grades 9-12 -

Ju1y 1, 2025 - June 30, 2027.

Background On March 22, 2017, the OUSD Board of Education voted to approve a five-year

term for LPS Oakland R&D. Due to the impacts of the COVID-19 pandemic, Education Code Section 47607.4 extended this term an additional three years,

resulting in a charter term which currently expires on June 30, 2025.

On October 28, 2024, LPS Oakland R&D submitted its renewal petition. LPS Oakland R&D was placed in the Low tier by the California Department of Education and is

therefore only eligible for a 2-year term beginning July 1, 2025.

As outlined in Education Code Section 47605(b), the Initial Public Hearing for LPS Oakland R&D is taking place within 60 days of the renewal submission. Representatives from the school will present and the OUSD Board will have an opportunity to ask the lead charter petitioners questions following the

presentation.

The OUSD Office of Charter Schools is conducting an evaluation of the renewal request and will prepare and post a Staff Report 15 days prior to the Decision Public

Hearing, in accordance with California Education Code.

**Discussion** Board members will have the opportunity to ask the lead charter petitioners

questions following the presentation.

**Fiscal Impact** No direct fiscal impact.

## Attachment(s)

- LPS Oakland R&D School Renewal Petition Redline
- LPS Oakland R&D Renewal Petition Clean
- LPS Oakland R&D Initial Public Hearing Presentation

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# **Board Cover Memorandum**

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

Jenine Lindsey, General Counsel

Kelly Krag-Arnold, Director, Office of Charter Schools

Meeting Date December 9, 2024

Subject Charter Renewal Initial Public Hearing – LPS Oakland R&D

Ask of the Board

Board members will have the opportunity to ask the lead charter petitioners questions following the presentation.

Background

On March 22, 2017, the OUSD Board of Education voted to approve a five-year term for LPS Oakland R&D. Due to the impacts of the COVID-19 pandemic, Education Code Section 47607.4 extended this term an additional three years, resulting in a charter term which currently expires on June 30, 2025.

On October 28, 2024, LPS Oakland R&D submitted its renewal petition. LPS Oakland R&D was placed in the Low tier by the California Department of Education and is therefore only eligible for a 2 year term beginning July 1, 2025.

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**Discussion** Board members will have the opportunity to ask the lead charter petitioners

questions following the presentation.

**Fiscal Impact** No direct fiscal impact.

## Attachment(s)

- LPS Oakland R&D School Renewal Petition Redline
- LPS Oakland R&D Renewal Petition Clean
- LPS Oakland R&D Initial Public Hearing Presentation



# LPS OAKLAND R&D CAMPUS

**Charter Renewal Petition** 

For the Term: July 1, 2025 – June 30, 2027

Submitted to the Oakland Unified School District

# LPS Oakland R&D Campus (also

# referred CHARTER & SUPPLEMENTAL

# **MATERIALS**

#### Submitted to the Oakland Unified School District January 25, 2017

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#### LPS OAKLAND R&D CHARTER PETITION

#### AFFIRMATIONS & ASSURANCES

As the authorized representative of Leadership Public Schools ("LPS"), I hereby certify under the penaltics of perjury that the information submitted in this petition for a charter for LPS Oakland R&D Campus ("herein as "LPS Oakland"), to be located at 8601 MacArthur Blvd, Oakland 94621, is true to the best of my knowledge and belief; and further, I certify that, if awarded a charter, LPS is committed to the following affirmations:" or the "Charter School"):

- WillShall be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code ("Ed. Code") § 47605(e)(1))
- 1-2. Shall not charge tuition, (including fees, or other mandatory payments for attendance at the Charter School or for participation in programs that are required for students except as authorized by those Education Code provisions that explicitly apply to charter schools). (Ed. Code § -47605(e)(1))
  - Will enroll any eligible student who submits a timely and complete application, unless the school receives a greater number of applications than there are spaces for students, in which case a lottery will take place in accordance with California charter laws and regulations.
  - Will be non-sectarian in its curriculum, programs, admissions, policies, governance, employment practices, and all other operations.
- 2-3. Will be open to all students, on a space available basis, and Shall not discriminate on the basis of the characteristics included in Education Code section 220, including but not limited to disability, gender, gender identity, gender expression, nationality, race, color, national origin, creed, sex, or ethnicity, religion, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or a foreign language, or academic achievement immigration status. (Ed. Code § 47605(e)(1))

#### Will not exclude

- 3.4. Except for legally permissible admission based on preferences [as provided in Education Code section 47605(e)(2)], admission to Charter School shall not be determined according to the student's or parent's/guardian's place of residence of the pupil, or of the pupil's parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a conversioncharter school shall giveadopt and maintain a policy giving admission preference to studentspupils who reside within the former attendance area of the that public school. (Ed. Code § 47605(e)(1))
  - Will 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 noncharter public schools.
  - Will comply with all applicable portions of the 2001 reauthorization of the Elementary and Secondary Act (also known as "No Child Left Behind"). (20 U.S.C. § 6319.)

#### Will consult, on a regular basis,

5. Shall admit all pupils who wish to attend Charter School. However, if the number of pupils who wish to attend Charter School exceeds its capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the Oakland Unified School District ("OUSD" or "District") except as provided for in Education Code section 47614.5. Priority

order for any preference shall be determined in the charter petition in accordance with all of the following: (Ed. Code § 47605(e)(2)(A)-(B))

- a. Each type of preference shall be approved by OUSD at a public hearing. (Ed. Code § 47605(e)(2)(B)(i))
- a-b. Preferences shall be consistent with parents, guardians and teachers regarding its educational programs, as required by federal law, the California Constitution, and Education Code section 200. (Ed. Code § 47605(eg)(2)-)(B)(ii))
  - Preferences Will offer at least the minimum amount of instructional time at each grade level as required by law, and comply with Title 5, California Code of Regulations, section 11960(b) with respect to the legally required minimum school days.
  - Will comply with the conditions of apportionment set forth in Education Code section 47612(b) that average daily attendance not be generated by a pupil who is not a California resident, and that "a pupil over 19 years of age shall be continuously enrolled in public school and make satisfactory progress towards award of a high school diploma," to remain eligible for generating charter school apportionments.

- Will provide to the Office of Charter Schools information regarding the proposed operation and potential effects of the school, including, but not limited to, the facilities to be used by the school, including where the school intends to locate, the manner in which administrative services will be provided, and potential civil liability effects, if any, upon the school and authorizing board.
- Will adhere to all applicable provisions of federal law relating to students with disabilities, including the Individuals with Disabilities Education Act; section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.
- will comply with the requirement set forth in Education Code section 47605(d)(3) that "[i]fshall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. (Ed. Code § 47605(e)(2)(B)(iii))
- d. Preferences shall not require mandatory parental volunteer hours as a criterion for continued enrollment. (Ed. Code § 47605(e)(2)(B)(iv))
  - 4.6.If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades or report card, and health information. (Ed. Code § 47605(e)(3))

Will

- 7. Shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4)(A))
- Shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to Charter School before enrollment. (Ed. Code § 47605(e)(4)(B))
- 9. Shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4)(C))
- 10. Shall post the California Department of Education's Charter School Complaint Notice on Charter School's website and Charter School shall provide a parent or guardian, or a pupil if the pupil is 18 years old, a copy of this notice at all of the following times: When a parent, guardian, or pupil inquires about enrollment; before conducting an enrollment lottery; and before disenrollment of a pupil. (Ed. Code § 47605(e)(4)(D))

Declaration Required by Education Code Sections 47611.5(b) and 47605(c)(6)

Charter School is and shall be deemed the exclusive public employer of the employees of Charter School for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government

Code, and shall meet the requirements of Government Code sections 3540-3549.3 related to collective bargaining in public education employment (Ed. Code § 47611.5)

#### Other Assurances

#### Charter School:

- 1. Shall 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 noncharter public schools. (Ed. Code § 47605(d)(1))
- Shall operate in compliance with generally accepted government accounting principles. (Ed. Code § 47605(c)(5)(I))
- 3. Shall at all times maintain all necessary and appropriate insurance coverage.
- Shall be subject to conflict of interest and other laws pertaining to public officials, including
  Government Code section 1090 et seq. and the Political Reform Act. (Ed. Code § 47604.1(b)(3) and
  (4))
- Shall require its teachers to hold a certificate, permit, or other document issued by the Commission
  on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be
  required to hold. (Ed. Code § 47605(1))
- 6. Shall not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the school contracts with an entity for specified services, verify that any employee of that entity who will have contact with students has had a criminal background check. (Ed. Code §§ 44830.1, 45122.1, and 45125.1)
- 7. Shall not discriminate against any employee or candidate for employment on the basis of the fact or perception of a person's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, martial status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or any other protected classification, in accordance with applicable law, and shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary.

  (Government Code § 12940; Title 5 CCR §11967.5.1(f)(5))
- 8. Shall adhere to all applicable provisions of federal law relating to students with disabilities, including the Individuals with Disabilities Education Act; Section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990, and serve students with disabilities in the same manner as such students are served in other public schools. (Ed. Code §§ 47646, 56145)
- 7-9. Shall adhere to all applicable provisions of federal law relating to students who are English language learners, including Title VI of the Civil Rights Act of 1964; the Equal Educational Opportunities Act of 1974; MGL c. 76, \$section 5; and MGL c. 89, 71 sections (f) and (I).

§ (f) and (I).

Will comply with

- 10. Shall follow the provisions of the McKinney-Vento Homeless Assistance Act of 1987 (42 U.S.C. ch. 119 § 11431 et seq.) and Education Code sections 48850-48859 to ensure that homeless students and foster youth have access to the same free, appropriate public education, including public preschools, as provided to other children and youths.
- 11. Shall provide reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. (Ed. Code § 222)
- 12. Shall provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications. (Ed. Code §§ 48907 and 48950)
- 13. Shall comply with all other applicable federal, state and local laws and regulations that pertain to the applicant or operation of the charter school, including, but not limited to, the following:
  - a. The California Code of Regulations
  - b. The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99-):
  - will comply with all other applicable federal <u>Title IX of the Education Amendments of 1972</u> (20 U.S.C. Sec. 1681 et seq.)
  - d. Displaying all required postings at school site and state laws online
  - e. Following the minimum and regulations, maximum age requirements for enrollment
  - f. Providing the minimum number of instructional minutes

NOTE: Throughout this Charter there is specific "District Required Language" (DRL), including The California Code of Regulations but not limited to the above Affirmations, Declarations, and Assurances section. All DRL should be highlighted in gray. To the extent that any inconsistency may exist between any provision contained within the body of the Charter and the DRL, the provisions of the DRL shall control.

#### **EXECUTIVE SUMMARY**

<u>Leadership Public Schools, Inc. ("LPS") is a nonprofit public benefit corporation founded in 2002 by experienced educators and entrepreneurs.</u>

- Vision Will submit an annual report and annual independent audits to the OUSD Office of Charter Schools by all required deadlines.
- Will maintain written contemporaneous records that document all pupil attendance and make these records available for audit and inspection, as required by Education Code section 47612.5(a)(2).
- Will submit required enrollment data to the OUSD Office of Charter Schools by the required deadline.
- Will comply with "[a]Il laws establishing minimum age for public school attendance," as required by Education Code section 47610(c).
- Will operate in compliance with generally accepted government accounting principles.
- Will maintain separate accountings of all funds received and disbursed by the school:
- Will participate in the California State Teachers' Retirement System and other retirement systems, as applicable.
- Will obtain, keep current, and make available for inspection all necessary permits, licenses, and certifications related to fire, health and safety within the building(s) and on school property.
- Will obtain, keep current, and make available for inspection all necessary teacher certifications, permits or other documents as required under EC Section 47605(I).
- Will at all times maintain all necessary and appropriate insurance coverage

- Will submit to the OUSD Office of Charter Schools the names, mailing addresses, and employment and educational histories of proposed new members of the Board of Trustees prior to their service.
- Will, in the event the Board of Trustees intends to procure substantially all educational services for the charter school through a contract with another person or entity, provide for approval of such contract by the Board of Education in advance of the beginning of the contract period.
- Will require the Charter School Board to comply with the provisions of the Ralph M. Brown Act (California Government section Code 54950 et seq.)
- Will comply with the provisions of the California Public Records Act (California Government Code section 6250 et seq. ).
- Will provide financial statements that include a proposed first-year operational budget with start-up costs and anticipated revenues and expenditures necessary to operate the school, including special education; and cash-flow and financial projections for the first three years of operation.
- Will provide to the Office of Charter Schools a school code of conduct, Board of Trustee bylaws, an enrollment policy, and an approved certificate of building occupancy for each facility in use by the school, according to the schedule set by the Office of Charter Schools but in any event prior to the opening of the school.
- Will be located within the geographical boundaries of the District in locating its site, or otherwise comply with the requirements in Education Code section 47605 and 47605.1.

	<del>January 20, 2017</del>
Or. Louise Bay Waters, CEO, Leadership Public Schools	

#### I. EXECUTIVE SUMMARY

Leadership Public Schools' vision is that all students enter adulthood with pride in themselves, a commitment to social justice, a plan for success in college and career, and the perseverance to see it through.

#### Mission\_Statement

Leadership Public Schools, Inc. ("LPS") is a nonprofit public benefit corporation founded in 2002 by experienced educators and entrepreneurs.

LPS is a network of <u>three Bay Area</u> charter high schools whose mission is to create <u>educational equity</u>. We <u>prepare our inclusive</u>, <u>empowering</u>, and <u>college-preparatory learning experiences for students that equip them for success in college</u>, career, and community leadership and share our practices at a national scale. <u>Vision Statement</u>

LPS Oakland R&D <u>Campus ("LPS Oakland")</u> was founded in 2012<del>. Our mission is</del> to serve diverse and traditionally underserved urban students, their teachers, and the public by sending 100% of our graduates to and through college. We believe that all students, regardless of <u>socioeconomic status ("SES<sub>7</sub>")</u>, ethnicity, or neighborhood, have the right to an education that prepares them for <u>college</u> admission to and success in eollege. The <u>majority</u>. <u>Most</u> of our students enter ninth grade <u>seoring</u> below grade level across multiple subjects. <u>As such</u>, a key component of fulfilling our mission thus <u>consists inis</u> bringing our students up to or above grade level as rapidly as possible. Further, we collectively aim to narrow the achievement and opportunity gaps between the highest and lowest performing students; eliminating the predictability of which student groups (race, gender, language profile, learning designation) occupy the highest and lowest achievement categories.

Grounded in our commitment to excellence and equity, we envisionare a school where we have with an integrated view of College, Career, and Community Leadership. This includes academic rigor (the transitionaligned to the Common Core), State Standards, personal relevancy (community embedded, culturally relevant, and development of personal passion), and a personal vision and plan for the future (vision of self in college, career and community, with specific skills and strategies to achieve this).

A core tenant of our program rests on being a school where students use technology to practice new concepts, accelerate their learning in a manner that is personalized to their needs, freeing teachers to create and lead rich, rigorous, engaging lessons that extend students' learning. When technology is supporting students in their individualized work, teachers provide on the spot intervention so that no student falls behind. We call this approached personalized teaching and learning.

We envision a school where all students participate in our Entrepreneurial Technology pathway in order to develop an understanding of themselves (Ethnic Studies), their potential impact on their community through different disciplines (Entrepreneurship/Computer Science), and advance their communication skills across cultures and settings so that they can have impact on the broader community (Merritt & College Launch and WBL). We envision a school where students are design participating in interdisciplinary applied learning opportunities connected to the schools career pathways.

At LPS Oakland, every student participates in our Design and Multimedia Arts CTE Pathway, developed in partnership with Peralta Colleges. This pathway directly aligns with the Multimedia Arts associate degree programs at Berkeley City College (BCC), with dual enrollment courses offered on our campus. Through this pathway, students not only gain expertise in the Design, Media, and Visual Arts sector but also develop entrepreneurial and technological skills that prepare them for college and career success.

Our program integrates interdisciplinary applied learning, connecting students' academic work to real-world experiences. Through our Work-Based Learning (WBL) Career Practicum course, students apply their classroom knowledge in professional settings, gaining hands-on experience that strengthens their communication, collaboration, and problem-solving skills across diverse environments. This course equips students to navigate different cultural and professional contexts, preparing them to make impactful contributions in their communities and future careers. We ensure that all students engage in A-G college preparatory courses, dual enrollment opportunities, and career exploration, enabling them to earn college credits, develop both academic and soft skills, and build a strong foundation for college and career readiness.

We envision a school where students take their first college courses before <a href="https://high.com/high-school">high-school</a> graduation, learning <a href="https://high-school.gov/high-school">high-school</a> graduation, learning <a href="https://high-school.gov/hi

#### California Charter Schools School Act

In accordance with the California Charter Schools Act of 1992, as amended ("Charter Schools Act"), LPS hereby submits this charter renewal petition to operate the Charter School for grades 9-12 ("School" or "LPS Oakland") for a term of fivetwo years.

#### The Charter Schools Act states:

"It is the intent of the Legislature...... to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

- a) Improve pupil learning;
- Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low-achieving;
- c) Encourage the use of different and innovative teaching methods;
- d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site;
- e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system;
- f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems; and
- g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.

The LPS Oakland R&D Campus ("LPS Oakland") specifically addresses the intent of the

Charter Schools Act by providing an innovative, technology enhanced program designed to accelerate the learning of academically low achieving students. Concurrently involving students in Entrepreneurial Technology pathway will support all of students in developing their vision of self that includes college, career, and community leading to all of our students realizing our mission of preparing all of our students to reach and persist through college and career opportunities. In addition, LPS strives to increase the professionalism and professional opportunities for teachers who, themselves, are involved in the R&D process. By providing opportunities to accelerate achievement, build economic assets and transition to college, the LPS Oakland program offers students and families an exciting educational option that meets all traditional accountability measures plus offers the additional outcomes of linked learning and early college credit.

California-Education Code Section 47601(a-)-(g)

Further, Education Code section 47605(bc) states in pertinent part: "In reviewing petitions for the establishment of charter schools pursuant to this section, the chartering authority shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged." LPS Oakland will make important contributions to the legislative goals outlined above. By grantingrenewing this charter petition, the charter authorizer District will help fulfill the intent of the Charter Schools Act while providing and provide students in the area with an additional quality educational option.

#### **Leadership Public Schools Organizational Team**

Leadership Public Schools was founded by a group of experienced charter developers, educators, administrators, Board of Directors and partners. LPS' CEO and Superintendent, Dr. Louise Bay Waters, has over thirty five years of successful experience in urban education as a teacher, principal, Associate Superintendent, university professor and researcher. Since April 2008 she has led the four Leadership Public Schools in the LPS Charter Management Organization. All members of the LPS Management Team have extensive experience in education within their specific areas of expertise. In addition, three of the top members of the LPS Leadership Team have extensive experience in Oakland. Dr. Waters served the Oakland Unified School District for five years from 2000-2004 as Associate Superintendent of Student Achievement. From 1986 to 1993 she ran the state's New Teacher Project in Oakland.. Amy Epstein, LPS Director of Data, Assessment and Intervention served OUSD in a variety of data roles between 1999 and 2006. Other members of the LPS Team include: Lauren Klaffky, Chief Academic Officer, who served as an Assistant Principal at Fremont and Oakland High; Edie Hoffman, Vice President for Human Resources; Soo Zee Park, Chief Business Officer; Lisa Pitters, Director of Operations, Joe Pacheco, Director of Special Education and Student Services and Ellen DiGiacomo, Director of Technology; Michael Fauteux, Director of Innovation; Alex Creer, Director of Teaching and Learning, and Dr. Kate Levitt, Director of Communications and Development.

LPS'LPS Oakland specifically addresses the intent of the Charter Schools Act by providing an innovative, technology-enhanced program designed to accelerate the learning of academically low-achieving students. The Charter School's newly redesigned Design, Visual, and Media Arts pathway is accessible and supports all students to develop self-awareness and career and college awareness. Additionally, this pathway prepares all of our students to reach and persist through college and career opportunities. Further, LPS strives to increase the professionalism of, and professional development opportunities for LPS Oakland staff. By providing opportunities to accelerate achievement, build economic assets, and transition to college, the LPS

LPS Oakland R&D Campus Charter Renewal Petition, January 2017 Page 9 of 299

Oakland program offers students an exciting educational option that meets all traditional accountability measures plus offers the additional outcomes of LinkedLearning programming and early college credit.

#### The LPS 2021-2026 Strategic Plan Goals

- Prepared for College and Career: Students graduate from LPS with a plan for post-secondary education and career that is grounded in concrete experiences, comprehensive life-skills development, and tangible support for success.
- Forge Collaborative Partnership and Innovative Programs: Students graduate college and career-ready and with completed coursework towards college either via dual enrollment programs, AP coursework or engagement in a career pathway.
- 3. Contribute to the Community: We become a responsive organization that prioritizes the wellness of students and staff. Students feel supported by the LPS community during and after their time at LPS. Students understand the needs and strengths of their community and feel the agency to make a difference.
- 4. Promote Fiscal Vitality and Operational Effectiveness: There are standardized evaluation and compensation systems across all three schools. Staff and alumni are provided with access to professional development, training, and support for career advancement. Sound budgeting practices ensure fiscal solvency and targeted support for youth.

<u>LPS's</u> mission, program and team are <u>designed equipped</u> to implement the legislative goals of the Charter Schools Act, including improving pupil learning (particularly for students identified as low- achieving), creating new professional opportunities for teachers, and providing expanded public school choice for parents and students.

#### H. ELEMENT 1: EDUCATIONAL PROGRAM

The Charter Schools Act provides that a petition must contain reasonably comprehensive descriptions of the elements described in California Education Code Section 47605(b)(5)(A-P).

These sections of the law and the required descriptions are provided below.

#### A. TARGET POPULATION AND COMMUNITY NEED

#### **Target Population**

LPS Oakland serves low income students, first generation college going students, students who enter high school below grade level, and foster youth in grades 9-12, with the objective of graduating students who have the academic, economic and leadership readiness skills to be successful in college, careers and the community. The intention is to serve students who roughly reflect the racial, ethnic, and socio-economic background of schools within the Oakland Unified School District and specifically Castlemont Campus attendance area.

DISTRICT & SURROUNDING SCHOOL RACIAL & ETHNIC DEMOGRAPHICS											
	Total # of Students [15-16]	% American Indian or Alaska Native	% Asian	% Black of African American	% Filipino	% Hispanie or Latino	% Multiple/ No Response	% Native Hawaiian or Pacific Islander	% None Reported	% Two or More Races	% White
LPS Oakland R&D	<del>337</del>	<del>0%</del>	<del>1%</del>	<del>6%</del>	<del>0%</del>	<del>88%</del>	<del>0%</del>	<del>1%</del>	<del>3%</del>	<del>1%</del>	0%
Comparison School: Castlemont HS	<del>564</del>	<del>0%</del>	1%	<del>36%</del>	<del>1%</del>	<del>55%</del>	1%	<del>6%</del>	<del>1%</del>	<del>0%</del>	1%
District-wide: OUSD	49,098	<del>0%</del>	13%	<del>26%</del>	<del>1%</del>	44%	<del>5%</del>	<del>5%</del>	<del>2%</del>	<del>3%</del>	10%
<del>Data</del> Source(s):	CDE Da	a Quest									

We are concerned about the significant under enrollment of African American students and have made concerted efforts to remedy this situation. Specifically, in 2015 we engaged a consultant to interview African American students, families and staff and provide recommendations for improving both the cultural responsiveness of our program and our recruitment efforts. We also put in place a significant professional development strand focusing on culturally responsive practices that is continuing this year. Finally, we have entered into a partnership with Parker elementary school to create early high school experiences and outreach for students at that predominantly African American K-8 School.

The means to achieve this diversity and a student population that roughly reflects the diversity of the District is described in more detail in Element 7: Means to Achieve Racial and Ethnic Balance.

#### Community Need

LPS Oakland's purpose and aim is to be a school firmly connected and in support of the needs of the East Oakland community. Contextually, LPS Oakland serves a community in which has a rich history and a myriad of assets as well as some important service needs. Many students and families can experience high levels of environmental stress factors (violent crime, unemployment, housing vacancy, poverty, access to fresh food) and it is essential for LPS Oakland to have a program that meets the needs of the community it serves.

LPS Oakland's school program and structures are specifically and intentionally designed to serve students who experience trauma, English Language Learners, and students with Special Education needs. The school passionately believes that all students can excel academically with the rights supports in place. Our program identifies and builds on the assets of our students, their parents, and their local communities, rather than any perceived deficits.

LPS Oakland offers many programs and structures to meet the needs of the students it serves. The school has developed specialized programming for many different student groups including 9th grade, students who have experienced trauma and/or struggle with socio-emotional needs, and students who have unique learner needs. Below is list of some of the programming LPS Oakland has started to ensure that all students have access to the college preparatory goals.

- 9th Grade Transition Support: Personalized curriculum and academic support structures,
   9th grade Summer bridge, Freshman Retreat, Freshman Academic Academy to support the transition from middle to high school settings.
- Trauma informed structures: values based school culture, restorative discipline support system, and a 9th 12th grade academic and mental health counseling structure.
- Newcomer Academy and transitional ELD classes
- A collaborative planning model for General Education and Resource Specialists

In addition to programs and structures, student experience a comprehensive college preparatory curriculum in which all students graduate meeting the state's A. G. course requirements. Many students enter under prepared; therefore, in order to provide access to rigorous content, most courses include scaffolds to respond to learning differences and needs. Courses are also designed to incorporate critical non-cognitive or "soft" skills.

Students also have the opportunity to participate in early community college courses, as the overwhelming majority of our students will be the first in their family to attend college. As research shows, students who are first generation college and face many economic, personal and cultural barriers to college success. LPS Oakland has partnered with Merritt Community College to create a College Launch program. The goal of this program is to accelerate students so that they learn the skills and tools of navigating a college course and ultimately reduce the financial hardship of their first year. Over the course of this program we have gone from enrolling 30

students to over 100. The final component of LPS Oakland R&D campus is the development of its career pathway to support the cultivation of career readiness through work-based learning opportunities. The goal is for students to have all students develop the technology literacy to be competitive in today's job market. Additionally, students will have the opportunity to explore an Entrepreneurial Technology pathway as a means to support student innovation and employment.

As a result of these programs, LPS Oakland has significantly impacted the future opportunities for our students. 93% of our students graduate A G ready, compared to 42% statewide with a 90% graduation rate, compared to the state rate of 82%. While 55% of the 2016 11<sup>th</sup> grade entered high school at the 5<sup>th</sup> grade level or below on the MAP assessment, 68% of that same cohort met or exceeded grade-level standards on the 2016 SBAC. Finally, as part of our Measure N program and Merritt partnership, 96% of our 2016 graduates earned CSU transfer college credit while at LPS.

#### **Community Involvement**

Since its inception in 2012, LPS Oakland has worked with parents and community members to develop and iterate its programs. Community and parent groups influenced the model of the school in sharing their feedback around how to best prepare students for college and career. There are two additional ways that the community and parents have informed the development and refinement of LPS Oakland's charter.

First, through the ongoing school evaluation and LCAP process, community and parents groups in collaboration the school community, designed and supported increase in a myriad of services including diversifying after school activities for students, providing additional counseling/mental health access to students, creating increased curriculum access for English Learners, increasing support for credit remediation, and providing in depth training for teacher professional development to support the socio-emotional and academic access needs for students. These recommendations were a result of the initial LCAP stakeholder engagement processes as well as the update and reflection processes the school maintains each year.

Second, in 2014, LPS Oakland created a community based design team that embarked on a process to more clearly define the ed-tech partnership vision for the LPS Oakland R&D and to connect it fully to college and career readiness. Through this process, LPS Oakland was able to refine its career pathways focus and transform what had been a narrower focus on ed-tech to a more community responsive Entrepreneurial Technology Pathway. The design team included: Staff, Students,

#### **CHARTER RENEWAL CRITERIA**

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

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

The three performance categories are as follows:

LPS Oakland R&D Campus Charter Renewal Petition, January 2017 High Performing – Presumptive renewal if the charter school meets the established renewal criteria – Families, Network Staff and several community advisors. The school drew extensively on the professional expertise and research of our Industry Partner Advisors: Gooru (Prasad Ram), Career Ladders Project (Luis Chavez, Gary Yee), Merritt College (Norma Ambriz Galaviz, Jayi Thompson), Ed Imagine (Career Pathways research — David Conley), Kapor Center (Technology pipeline for African American / Latino students — Cedric Brown), National Foundation for Teaching Entrepreneurship — NFTE (Alfredo Matthew), and the Institute for Sustainable Economic, Educational and Environmental Design (I SEEED, Ethnic Studies curricula — Allyson Tintiangeo Cubales). The school also solicited the insight from other local schools including LIFE Academy, Envision Academy, Oakland International, and San Leandro

High School. Community engagement feedback has significantly contributed to the evolution of LPS Oakland's school program.

In addition, LPS takes seriously its partnership with OUSD and the Castlemont community in particular. At the school level, LPS students are strongly represented on the Castlemont athletic teams. The LPS Principal, Student Dean, security staff and School Manager work closely with their Castlemont counterparts to coordinate campus safety and logistics. LPS has sought out expertise from Castlemont teachers who provided coaching and support for new ethnic studies and computer science teachers. At the district level, the LPS Superintendent and Chief Academic Officer have been active participants in the Equity Pledge and other district wide initiatives.

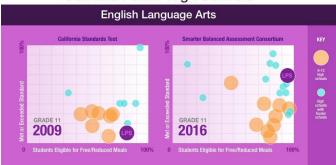
The LPS Oakland R&D Campus is designed from community need, with community members, and for the East Oakland community that it is privileged to serve. The LPS Board of Trustees is also comprised of community members. One LPS Board member and a Board Advisor are Castlemont graduates and the LPS student representative is from LPS Oakland. Three others are Oakland residents and three more work in Oakland. The majority of LPS Board members are people of Color and / or were first generation college students.

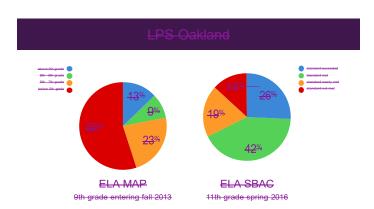
#### Progress in Academic Achievement

Since its opening in 2011–12, LPS Oakland has shown dramatic improvement in student achievement. These results are even more outstanding when compared with those of the former LPS College Park serving the same students in the same location. The scatter chart below compares 2016 ELA SBAC of LPS with other Oakland charter and district 9–12 schools (orange dots) as well as 6–12 or K–12 schools (blue dots) charted by school FRL percentage. A similar scatterplot compares ELA CST scores in 2009. LPS College Park / Oakland R & D has moved form one of the lowest performing 9–12 high schools to the highest performing in the district.

The pie charts below this depiction of school level changes in achievement show LPS' individual value add for students. 55% of 2016 11<sup>th</sup> graders entered LPS at the 5<sup>th</sup> grade level or below in reading and only 22% entered at 8<sup>th</sup> grade level or above. In contrast, 68% of that cohort met or exceeded grade level standard on the 2016 SBAC and only 13% did not meet the standard.

### Oakland Public High Schools





#### LCAP & Annual Updates

"In accordance with SB 1290, LPS Oakland R&D's pupil outcomes related to annual academic achievement goals will be set and disaggregated by all major subgroups identified in Education Code section 52052; including race/ethnicity, socio-economic status (SES), English Learner status, and Special Education designations, in the state priorities that apply for the grade levels served or the nature of the program operated, as well as the specific annual actions to achieve those goals, any additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those additional goals. Refer to Appendix B and Element 2 for further detail.

• Leadership Public School's pupil outcomes, disaggregated by major subgroups in compliance with Education Code Section 47607(b)(5)(A)(ii), can be found in Appendix B:c)(2).

- Low Performing Presumptive non-renewal if the charter school meets the non-renewal criteria, unless the chartering authority makes a finding to approve for a two-year term – Education Code Section 47607.2(a).
- Middle Performing Presumptive renewal unless the charter school failed to meet or make sufficient progress toward meeting standards and closure is in the best interest of students, evaluated using the Dashboard and Education Code Section 47607.2(b).

For the first time since 2020, the CDE has published a list of high-, middle-, and low-performing charter schools. LPS Oakland has been deemed a low-performing school by the CDE, under criterion 2 (performance schoolwide and for subgroups, against state averages).

<u>Due to the suspension of the Dashboard in 2020 and 2021 as a consequence of the COVID-19 pandemic, charter schools could not be placed into performance categories as contemplated by AB 1505.</u>

For 2022, the CDE could only display the most current year of performance data (also known as "Status") on the Dashboard. The 2022 Dashboard used one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for all state indicators based on 2021–22 school year data. The 2023 Dashboard is the first since 2019 to display the intended red, orange, yellow, green, and blue performance colors for schools' status and change scores in the state indicators. As such, the 2023 Dashboard is not based on two years of color-based performance.

The state indicators include the following:

- Chronic Absenteeism: kindergarten through grade eight
- Suspension Rate: kindergarten through grade twelve
- English Learner Progress: grades one through twelve
- Graduation Rate: high school only
- College/Career: high school only (Note: the College/Career Indicator will not be reported on the 2022 Dashboard)
- Academic: grades three through eight and grade eleven English Language Arts/Literacy and Mathematics

For low-performing charter schools, Education Code Section 47607.2 mandates that the District shall consider the following factors, and may renew a charter that meets the criteria in paragraph (1) or (2) upon making both of the following written factual findings, specific to the particular petition, setting forth specific facts to support the findings:

- (1) The charter school is taking meaningful steps to address the underlying cause or causes of low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school.
- (2) There is clear and convincing evidence showing either of the following:
- (i) The school achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in school.
- (ii) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers.

LPS Oakland R&D Campus Charter Renewal Petition, January 2017 Page 17 of 299

LPS Oakland has met both requirements, not just one, as follows:

Measurable Increases in Academic Achievement – One Year's Progress

AB1505 lists NWEA Measures of Academy Progress (MAP) as a norm-referenced assessment that can be used to demonstrate one year's growth. NWEA identifies the Conditional Growth Index (CGI) as an aggregate growth measure that can be used to show growth for a group of students. The Student Growth Summary Report from the MAP system provides the School CGI for each grade level for a specific set of terms, but it does not offer a school-wide average or averages by student subgroup.

Based on guidance from NWEA researchers, we utilized the Student CGI value to calculate the school-wide and student group averages for each year. According to NWEA guidance in using MAP Growth Data for AB1505: "For both the student and school CGI values, a CGI range of -0.2 to 0.2 (or greater) could be used as an approximation of one year's growth (or more) in a subject and indicates that the growth observed is generally consistent with the amount of growth observed by students in the same grade and subject with the same starting achievement level receiving a similar amount of instructional exposure."

LPS Oakland R&D tested students in grades nine through twelve. We look at Fall to Spring growth to monitor one year's growth each year.

Based on the schoolwide averages in Math and Reading, LPS Oakland R&D met or exceeded the CGI target for one year's growth each year for the last three years (21-22, 22-23, and 23-24) in both subjects. The green highlights below indicate if the group scored a CGI of -0.2 or higher for growth. The grade level averages are the School CGI from NWEA Student Growth Summary reports. The school-wide and student group averages are the mean CGI based on the student level CGI in NWEA's data extracts.

<b>MATH K-12</b>	_	_	_	_		_	_
	CONDIT	TIONAL G			PARTICIPATION RATE		
Grade Level	<u>Fall '21 -</u> <u>Spring '22</u>	Fall '22- Spring '23	<u>Fall '23 -</u> <u>Spring '24</u>		Fall '21 - Spring '22	Fall '22- Spring '23	Fall '23 - <u>Spring</u> '24
9	<u>1.44</u>	<u>1.75</u>	<u>1.35</u>		<u>97%</u>	100%	<u>91%</u>
<u>10</u>	0.71	<u>-0.11</u>	<u>-0.88</u>		<u>71%</u>	88%	<u>95%</u>
<u>11</u>	<u>1.61</u>	<u>-0.52</u>	<u>-2.41</u>		<u>73%</u>	89%	94%
12	1.03	<u>-2.98</u>	<u>-0.26</u>		<u>59%</u>	88%	<u>94%</u>
ALL STUDENTS TESTED	<u>0.3</u>	<u>-0.2</u>	<u>-0.2</u>		<u>73%</u>	<u>91%</u>	94%
Socioeconomically Disadvantaged	0.3	<u>-0.2</u>	<u>-0.1</u>		<u>73%</u>	90%	<u>97%</u>
English Learners	<u>0.4</u>	<u>-0.1</u>	<u>0.1</u>		<u>69%</u>	89%	<u>90%</u>
Students w/ Disabilities	0.5	<u>-0.1</u>	<u>-0.5</u>		<u>57%</u>	<u>95%</u>	100%

READING
Charter Renewal Petition, January 2017

		TONAL G NDEX (CG		PARTICIPATION RAT		
Grade Level	<u>Fall '21 -</u> Spring '22	<u>Fall '22-</u> Spring '23	<u>Fall '23 -</u> <u>Spring '24</u>	Fall '21 - Spring '22	Fall '22- Spring '23	Fall Spr
9	<u>2.60</u>	<u>1.90</u>	<u>-0.26</u>	<u>97%</u>	<u>92%</u>	<u>91</u>
10	<u>2.21</u>	0.81	0.68	<u>56%</u>	94%	<u>93</u>
<u>11</u>	<u>5.11</u>	<u>-0.70</u>	<u>-1.62</u>	<u>73%</u>	<u>95%</u>	<u>92</u>
<u>12</u>	0.27	<u>-2.92</u>	<u>-0.11</u>	<u>68%</u>	<u>90%</u>	94
ALL STUDENTS TESTED_	<u>0.6</u>	<u>-0.2</u>	<u>-0.1</u>	<u>72%</u>	93%	<u>93</u>
Socioeconomically Disadvantaged	0.6	<u>-0.1</u>	<u>-0.2</u>	<u>72%</u>	<u>92%</u>	<u>95</u>
English Learners	<u>0.8</u>	<u>0.0</u>	<u>-0.1</u>	<u>66%</u>	<u>90%</u>	<u>92</u>
Students w/ Disabilities	<u>0.7</u>	0.0	<u>-0.3</u>	<u>51%</u>	<u>93%</u>	<u>97</u>

-

Clear and Convincing evidence Showing Strong Postsecondary Outcomes Compared to Peers

LPS Oakland also meets Education Code Section 47607.2, section 2 (ii); clear and convincing evidence shows strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers. The following section will outline how LPS Oakland meets the Education Code Section 47607.2, section 2 (ii) criteria for college enrollment, persistence, and completion rates, beginning with an analysis of 'College Enrollment Data, then 'Persistence Data,' then ending with "College Completion Rates Data' using AB 1505 verifiable data sources and peer comparison standard.

College Enrollment Rate Equal to Similar Peers. For 'College Enrollment,' LPS Oakland has consistently shown a higher college-going rate every year from the Class of 2015 through the Class of 2022 than the average of all public high schools in a 2-mile radius. This data is not just a general trend, but it holds true for all graduates and all statistically significant student groups (socioeconomically disadvantaged and Hispanic/Latino), ensuring the reliability of our findings. See Table below, College Going Rate Compared to Schools Within 2 Miles of LPS Oakland, and Figure below, College Going Rate Compared to Schools Within 2 Miles of LPS Oakland. See list of comparison schools in the appendices of this charter.

	All Graduates			Socioeconomically Disadvantaged			Hispanic/Latino		
<u>Year</u>	LPS Oakland	Compariso n Schools	<u>Delta</u>	LPS Oakland	Compariso n Schools	<u>Delta</u>	LPS Oakland	Comparison Schools	<u>Delta</u>
2014-15	<u>75%</u>	<u>51%</u>	<u>23%</u>	<u>75%</u>	<u>51%</u>	23%	<u>75%</u>	<u>54%</u>	<u>20%</u>
<u>2015-16</u>	<u>72%</u>	<u>59%</u>	<u>13%</u>	<u>72%</u>	<u>59%</u>	<u>13%</u>	<u>71%</u>	<u>60%</u>	<u>11%</u>
<u>2016-17</u>	<u>71%</u>	<u>51%</u>	<u>20%</u>	<u>71%</u>	<u>51%</u>	<u>20%</u>	<u>72%</u>	<u>52%</u>	<u>20%</u>
2017-18	<u>74%</u>	<u>54%</u>	<u>20%</u>	<u>74%</u>	<u>54%</u>	<u>20%</u>	<u>73%</u>	<u>54%</u>	<u>19%</u>
<u>2018-19</u>	<u>64%</u>	<u>47%</u>	<u>17%</u>	<u>64%</u>	<u>47%</u>	<u>17%</u>	<u>64%</u>	<u>47%</u>	<u>17%</u>

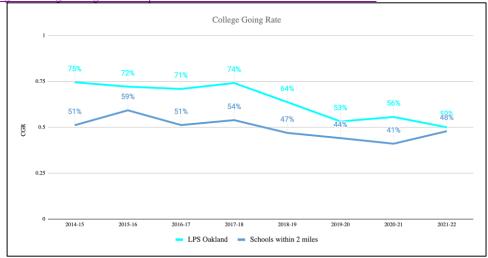
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<u>2019-20</u>	<u>53%</u>	<u>44%</u>	<u>9%</u>	<u>53%</u>	<u>44%</u>	<u>9%</u>	<u>53%</u>	<u>43%</u>	<u>10%</u>
<u>2020-21</u>	<u>56%</u>	<u>41%</u>	<u>15%</u>	<u>56%</u>	<u>41%</u>	<u>15%</u>	<u>55%</u>	<u>37%</u>	<u>18%</u>
2021-22	<u>50%</u>	<u>48%</u>	<u>2%</u>	<u>50%</u>	<u>48%</u>	<u>2%</u>	<u>50%</u>	<u>47%</u>	<u>3%</u>

Table: College Going Rate Compared to Schools Within 2 Miles of LPS Oakland

Source: DataQuest College-Going Rate for CA High School Students

Figure. College Going Rate Compared to Schools Within 2 Miles of LPS Oakland



Source: DataQuest College-Going Rate for CA High School Students

In the Table and Figure showing College Going Rate Compared to Schools Within 2 Miles of LPS Oakland, the data meets the criteria for Education Code Section 47607.2, section 2 (ii) for 'College Enrollment' for LPS Oakland's Charter to be renewed for 2-years. The threshold to meet the 'College Enrollment Standard' is 'rates equal to similar peers.'

Additionally, the National Student Clearinghouse data, a verifiable source, shows that LPS Oakland students exceed national averages for the percentage of students enrolled in college during the first two years after high school graduation from 2016 –2021, except for 2020, where these percentage rates were identical. This data, Percent of Students Enrolled in College During First Two Year After High School 2016–2021, presented below, demonstrates that LPS meets the Education Code Section 47607.2, section 2 (ii) standard of 'rates equal to similar peers' for 'College Enrollment' for a decision to renew LPS Oakland's Charter for 2-years.

Table: Percent of Students Enrolled in College During First Two Year After High School 2016–2021

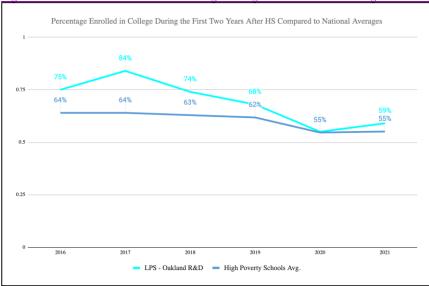
PERCENT OF STUDENTS	ENROLLED	IN COLLEG	E DURING	FIRST TWO	YEARS AFTI	ER HIGH SCHOOL	
2016-2021 COMPARISON TO NATIONAL AVERAGES							
<u>Percentages</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	
LPS - Oakland	<u>75%</u>	<u>84%</u>	<u>74%</u>	<u>68%</u>	<u>55%</u>	<u>59%</u>	
LPS Oakland R&D Campus Page 20 of 299							

LPS Oakland R&D Campus
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High Poverty Schools	64%	64%	<u>63%</u>	<u>62%</u>	<u>55%</u>	<u>55%</u>
<u>Delta</u>	<u>11%</u>	<u>20%</u>	<u>11%</u>	<u>6%</u>	<u>0%</u>	<u>4%</u>

Source: National Student Clearinghouse

Figure. Percent of Students Enrolled in College During First Two Year After High School 2016-2021



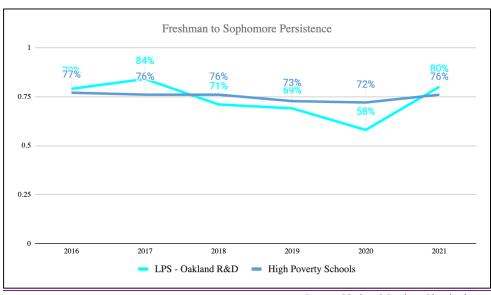
Source: National Student Clearinghouse

Persistence: Rate Equal to Similar Peers. In 2021, LPS Oakland had a Persistence percentage of 80%, outperforming similar high poverty schools nationally by +4%. Unfortunately, there is no available comparison data for 2022. For the most recent comparison year, 2021, the LPS Oakland data meets the criteria for Education Code Section 47607.2, section 2 (ii) for Persistence, which allows LPS Oakland's Charter to be renewed for 2-years. The threshold to meet the College Enrollment Standard is Persistence rates equal to similar peers. See more details below,

Table: College Persistence (Freshman to Sophomore Year) 2016 – 2021

COLLEGE PERSISTENCE (FRESHMAN TO SOPHOMORE YEAR) 2016 – 2021							
Percentages	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	
LPS - Oakland	<u>79%</u>	84%	<u>71%</u>	<u>69%</u>	<u>58%</u>	<u>80%</u>	
High Poverty Schools	<u>77%</u>	<u>76%</u>	<u>76%</u>	<u>73%</u>	<u>72%</u>	<u>76%</u>	
<u>Delta</u>	<u>2%</u>	<u>8%</u>	<u>-5%</u>	<u>-4%</u>	<u>-14%</u>	<u>4%</u>	

Source: National Student Clearinghouse



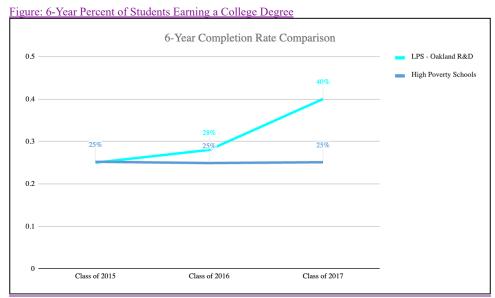
Source: National Student Clearinghouse

Completion: Rate Equal to Similar Peers. LPS Oakland's 6-year Completion Rate for the three most recent years is equal to or greater than that of High Poverty Schools nationally per National Student Clearinghouse data, with the LPS Oakland Class of 2017 notable gain of 12% to achieve a Completion Rate of 40%, 15 percentage points above their peers. LPS Oakland recognizes the need to engage in deeper analysis of this data to understand better how to increase the 6-Year Completion Rate data and LPS Oakland's Enrollment and Persistence Data. LPS Oakland meets the 47607.2, section 2 (ii) standard of 'rates equal to similar peers' for 'Completion' to support a decision to renew LPS Oakland's Charter for 2-years.

Table: 6-Year Percent of Students Earning a College Degree

Ter o Tear I erecin or State								
6-YEAR PERCENT OF STUDENTS EARNING A COLLEGE DEGREE								
<u>Percentages</u>	<u>Class of 2015</u>	<u>Class of 2016</u>	<u>Class of 2017</u>					
LPS - Oakland	<u>25%</u>	<u>28%</u>	<u>40%</u>					
High Poverty Schools	<u>25%</u>	<u>25%</u>	<u>25%</u>					
<u>Delta</u>	<u>0%</u>	<u>3%</u>	<u>15%</u>					

Source: National Student Clearinghouse



Source: National Student Clearinghouse

For Education Code Section 47607.2, section 1, LPS Oakland has taken meaningful steps to address the underlying causes of low performance. Post-pandemic, LPS Oakland focused on hiring staff aligned with the LPS vision and mission and responding to the students' demand for in-person classroom teachers versus virtual learning. These changes have resulted in a strong classroom teacher retention rate and stable leadership at the site and home office levels, with a focus on improving LPS Oakland's in-person instructional program and strengthening LPS' dual-enrollment program. Moreover, LPS and LPS Oakland now have stable leadership at the school site principal and superintendent levels, paving the way to effectively address the underlying causes of low performance at LPS Oakland.

Meaningful Steps to Address the Underlying Causes

With

LPS Oakland R&D acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula), as they may be amended from time to time, which include the requirement that Charter School shall annually submit a Local Control and Accountability Plan (LCAP)/annual update to the Office of Charter Schools on or before July 1. In accordance with Education Code sections 47604.33 and 47606.5, LPS Oakland R&D 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. LPS Oakland R&D 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 annual update." the LPS mission and vision as the foundation, LPS Oakland staff are working jointly with the LPS Home Office team and are engaging in ongoing professional development. We are also collaborating with our longstanding and recent external educational partners such as KQED Media, Peralta Colleges, Berkeley City College Multimedia Arts Department, Kingmakers of Oakland, Families in Action. This collective effort is of great significance as we focus on community outreach and enrollment, college and career readiness, and dual-enrollment practices. Together, we are striving to improve the educational experience and outcomes for our students, many of whom enter LPS below grade level compared to their peers.

Upon reflection of LPS Oakland's low-tier performance status per AB 1505 measures, LPS leadership has engaged in a deep cycle of inquiry to examine the CA Dashboard indicators and the four academic indicators of AB 15015 (ELA, Math, English Learner Progress Indicator (ELPI), and the College and Career Indicator (CCI) to determine LPS Oakland's areas of strength and areas of growth as LPS engages in the process of continuous improvement to better serve our students and community.

Over the past year, LPS has already begun to address the causes of our low-performance status by improving our CALPADs reporting systems, increasing the depth and scope of our dual-enrollment pathways program, deepening our restorative justice practices within our community, and providing professional development for teachers in the areas of math and English language arts within the content area. LPS is also developing systems to support students within the school day by expanding co-curricular activities driven by student interest and implementing adaptive learning technology supports to broaden our math and English intervention efforts based on student data. In addition to focusing on improving LPS Oakland's school climate and culture, LPS Oakland has also completed an approximately \$20 Million school renovation project to update LPS Oakland with a new College and Career Center and Makerspace and renovate and update existing classrooms and offices. LPS Oakland also proudly partners with Castlemont High, our co-located school partner, to share facilities to benefit students from each of our schools.

Through these efforts, LPS Oakland has successfully reset from the negative impacts of the pandemic, poor labor relations, and managing a 20-million-dollar construction project and the thoughtful development of a two-year Board-approved Program Improvement Plan (PIP) ("LPS Oakland PIP") to center our effort to address the root causes of LPS Oakland low performance. The five areas of focus within our PIP are (1) Academic Performance; (2) Family and Student Engagement; (3) Interventions, (4) Enrollment, and (5) Student Population.

LPS Oakland's Board-Approved Program Improvement Plan (PIP)

The LPS Oakland PIP was developed by examining student achievement data, student survey data (i.e., student voice), and feedback from our educational partners, such as the OUSD Measure N/H Committee, the OUSD Office of Charter Schools, the LPS Board of Directors, the East Bay Educators United (EBEU)—LPS classified and certificated staff and the LPS strategic plan and budget priorities.

The LPS Oakland PIP represents our written plan adopted by the LPS governing body to meet part of the criteria for a 2-year renewal based on our low-performance status per cation Code Section 47607.2, section 1. See the appendices of this charter to see the full details of the LPS Oakland PIP designed to address the underlying causes of LPS Oakland's low performance. The name and brief (Ed. Code § 47606.5(e).)

A copy of the LPS Oakland R&D LCAP can be found in Appendix A.

#### B. EDUCATIONAL PHILOSOPHY AND APPROACH TO INSTRUCTION

Governing Law: A description of the educational program of the each of LPS Oakland's five PIP focal areas are outlined below:

- 1. Academic Performance: Improve student academic performance by fostering deeper engagement through meaningful learning experiences that connect curriculum to real-world applications, promote active participation, and support personalized pathways to success.
- Family and Student Engagement: Improve systems to foster family and student engagement in school programs and enhance practices to promote a positive and a caring learning environment for all students.
- 3. **Interventions:** Remove barriers to attendance, learning, and graduation by offering wellness counseling, Tier 2 interventions, and credit recovery opportunities to students who are experiencing trauma, mental health challenges, or academic learning gaps.
- 4. Enrollment: Implement a comprehensive Enrollment Plan designed to share the educational program and philosophy with educational partners, community members and families, to reflect how LPS Oakland will meet students' specific learning, academic, and social-emotional needs and provide them with a quality education in a safe, culturally relevant, and caring school environment.
- 5. **Student Population:** Increase the enrollment and retention of African American students at LPS
  Oakland by implementing targeted outreach, engagement, and culturally supportive strategies.

## LPS Oakland's Education Code Section 47607.2 Mandated Summary

LPS Oakland has taken the necessary written documented steps and provided verifiable data per AB 1505 to meet the AB 1505 criteria for the OUSD Board of Education to authorize a 2-year renewal for LPS Oakland through June 30, 2027. Based on LPS Oakland's initial steps to improve our educational program, we anticipate moving to the AB 1505 Middle-Performance Tier before the expiration of our Charter on June 30, 2025. As such, LPS respectfully requests that OUSD consider the 2024 Dashboard release (on or around December 1, 2024) in its decision to renew this charter. Based on LPS Oakland's initial steps to improve our educational program, we anticipate moving to the AB 1505 Middle Performance Tier before the expiration of our Charter on June 30, 2025, based on improvements in our CALPADS reporting and dual enrollment program. Therefore, LPS respectfully requests that as the 2024 Dashboard is released on or around December 1, 2024, LPS Oakland projects itself to be in the Middle Performance Tier per AB 1505 before the expiration of our Charter on June 30, 2025, and that the OUSD Office of Charter Schools and OUSD School Board recognize that LPS is not a Low Tier Charter School and warrants a renewed charter petition.

## LEMENT 1: 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.—California Education..."—Ed. Code Section§ 47605(9c)(5)(A)(i)

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

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

#### Local Control Accountability Plan (LCAP)

Charter School shall annually submit a Local Control and Accountability Plan (LCAP)/annual update to the Office of Charter Schools on or before July 1, in accordance with Education Code section 47604.33. In accordance with Education Code section 47606.5, Charter School shall annually update its goals and annual actions to achieve those goals identified in the charter pursuant to Education Code section 47605(c)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education, as it may be changed from time to time, including but not limited to the following:

- A review of the progress towards the goals included in the charter, an assessment of the effectiveness
  of specific actions toward achieving those goals, and a description of the changes to the specific
  actions the charter school will make as a result of the review and assessment.
- Listing and description of the expenditures for the fiscal year in implementing the specific actions
  included in the charter as a result of the reviews and assessments, classified using the California School
  Accounting Manual.
- To the extent practicable, data shall be reported in a manner consistent with how information is reported on the California School Dashboard.

Charter School shall comply with all other 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...' (Ed. Code § 47606.5(d))

Western Association of Schools and Colleges (WASC) Accreditation

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

Mathematics Placement Policy

If Charter School serves ninth grade, Charter School shall comply with the requirements of Education Code section 51224.7 with respect to implementing a fair, objective and transparent mathematics placement policy for pupils entering the ninth grade.

#### Independent Study

Charter School recognizes that a long-term independent study program (greater than 14 days per school year), is a material term of the educational program described in Charter School's petition. Therefore, if offered, Charter School's petition will contain a reasonably comprehensive description of the long-term independent study program, including how the school will comply with the legal requirements in providing such a program.

## Home and Hospital Instruction

Charter School is responsible for providing both its general education and special education students with individual home instruction during any period of temporary disability when the student is unable to participate in on-campus instruction. In the case of a parent notifying Charter School of a request for home instruction, Charter School shall determine the appropriateness of home instruction services within five days of the request and shall begin home services within five days of determining eligibility. If a student disenrolls from Charter School in order to enroll with their school district of residence for home instruction, Charter School shall readmit such students if they request re-enrollment within one calendar year from disenrollment from Charter School.

If a student with an IEP is unable to attend school due to a temporary or ongoing medical or psychological disability, Charter School shall continue to be responsible for the provision of special education and related services during that time. Home instruction for a student with an IEP or Section 504 plan shall only be provided under the following circumstances (5 CCR § 3051.4): the IEP team has recommended home instruction based on a medical report which is from the student's attending physician, surgeon, or psychologist; states the diagnosed condition; certifies that the student's condition prevents attendance in a less restrictive setting; and contains a projected calendar date for the student's return to school.

Home instruction shall be provided only by teachers with valid California teaching credentials who consent to the assignment. There is no provision in statute that specifically addresses instructional content; however, the goal of home instruction should be maintenance of the pupil's former level of performance.

A student with a temporary disability, who is in a hospital or other residential health facility within the boundaries of OUSD, excluding a state hospital, shall receive educational services by OUSD. A pupil with a temporary disability, who is in a hospital or other residential health facility outside the boundaries of OUSD, excluding a state hospital, shall receive educational services by the school district in which the hospital is located. Pursuant to Education Code § 48207, Charter School shall continue to enroll such students while they are receiving Hospital Instruction. Average daily attendance shall be calculated consistent with the law.

## Student Enrollment and Grade Levels Served

Charter School will serve a student enrollment at each grade level and at all grade levels combined in each of the years of the term of the Charter as follows:

	Projected Student Enrollment for Each Year				
	by Grade Level and Total Enrollment				
Grade Level	Year 1	Year 2	Year 3	Year 4	Year 5
TK					

<u>K</u>	==				
1	==	==	==	==	==
<u>2</u>	==	<u></u>	<u></u>	<u></u>	==
<u>3</u>	==				
<u>4</u>	==	<u></u>	<u></u>	<u></u>	<u></u>
<u>5</u>	==	==	==	==	==
<u>6</u>	==	<u></u>	<u></u>	<u></u>	<u></u>
7	==	==	==	==	==
<u>8</u>	=	==	=	=	==
9	<u>47</u>	<u>50</u>	<u>55</u>	<u>60</u>	<u>65</u>
<u>10</u>	<u>46</u>	<u>48</u>	<u>50</u>	<u>55</u>	<u>55</u>
<u>11</u>	<u>42</u>	<u>42</u>	<u>44</u>	<u>45</u>	<u>50</u>
<u>12</u>	<u>40</u>	<u>40</u>	<u>42</u>	<u>42</u>	<u>42</u>
<u>Total</u>	<u>175</u>	<u>180</u>	<u>191</u>	<u>202</u>	<u>212</u>

Maximum Enrollment for Charter Term: 500

Charter School will submit a petition to materially revise its charter if any of the following occur:

- 1. The Charter School seeks to serve any grade levels not already approved by the District on the schedule approved by the District.
- 2. The total enrollment in a given year exceeds the maximum enrollment by 5% or more.
- 3. The total enrollment in a given year is more than 15% below the projected enrollment per the schedule above.

#### **Target Population**

LPS Oakland is located in east Oakland, California, and offers a college and career preparatory program for students in grades 9-12 grounded in the philosophy of A-G courses, a dual enrollment pathway program in Design, Visual, and Media Arts (DMVA), career exploration with academic and socio-emotional support for any and every student.

The campus serves more English Learners and socioeconomically disadvantaged students compared to Alameda County and the state of California, and very similar student groups compared to Oakland Unified (see Table 1). Historically, English Learners and socioeconomically disadvantaged students in California's K-12 public education system have shown lower achievement outcomes than their peers on various state measures, such as high school graduation rate, college eligibility rates, and college and career indicators. LPS Oakland is dedicated to ensuring that all students, particularly historically underserved student groups and students of color, graduate from high school prepared for college and careers.

Student Demographics, 2023-2024			
	LPS Oakland	Oakland Unified	Alameda County
Total Enrollment	<u>218</u>	33,916	190,365
English Learners	<u>27.2%</u>	32.9%	<u>19%</u>
Socioeconomically Disadvantaged	<u>70.6%</u>	81.4%	46.1%
Students with Disabilities	<u>15.1%</u>	<u>16.3%</u>	12.5%
Students of Color	100%	89.9%	85.1%

## **Community Need**

LPS Oakland is a school choice for families in east Oakland. LPS Oakland represents a high school option that consistently outperforms its neighborhood schools and the state average, particularly on graduation and college eligibility achievement rates for traditionally underserved student groups and students of color.

Below, the chart shows LPS Oakland's strong Four-Year Cohort Graduation Rate from 2018-19 through 2022-23, with graduation rates near, at, or above 90% rate. Additionally, LPS Oakland's equally strong A-G rates over the same period of rates near, at, or strongly above the 90% rate.

\*Note: The End-of-Year CalPADs for 2021-22 data was not submitted properly by LPS due to staffing changes. Therefore, the 2021-22 A-G Graduation Rates are incorrect and artificially low. LPS has addressed this issue, accordingly, as seen in the LPS Oakland A-G Graduation Rates data for 2022-23.

Chart: LPS Oakland's Strong Track Record of (High) Graduation Rates Over Time (2018 to 2023)

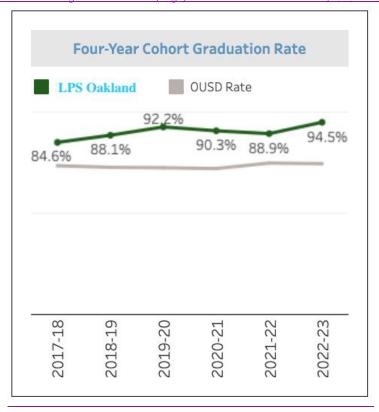
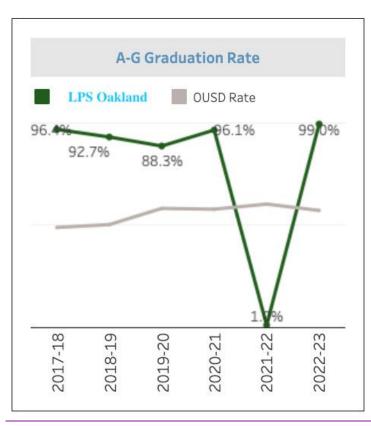


Chart: LPS Oakland's Strong Track Record of (High) A-G Completion Rates Over Time (2018–2023)



\*The End-of-Year CalPADs for 2021-22 data was not submitted properly by LPS due to staffing changes

In addition to LPS Oakland's strong track record of high graduation rates and A-G completion rates over time, the Charter School also strongly supports our students who enter LPS Oakland as 9<sup>th</sup> graders to graduate. LPS Oakland's strong support for entering 9<sup>th</sup> graders is demonstrated by high graduation rates for all students and for our significantly higher population of socioeconomically disadvantaged and Hispanic students.

# **Graduation Rate in Context, LPS Oakland**

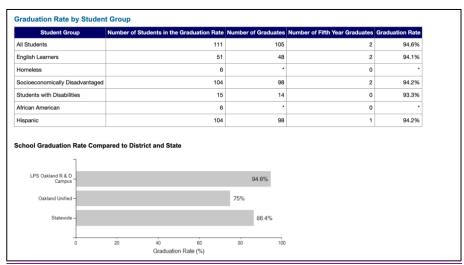
	2021	2022	2023
All Students	94.7%	96.9%	100%
Socioeconomically Disadvantaged	95.6%	98.9%	100%
Hispanic	95.2%	98.9%	100%

When students start LPS Oakland in 9th grade, they graduate at a very high rate.

Source: CALPADS



When looking at subgroup performance, LPS Oakland consistently outperforms the District and the State in graduation rates.



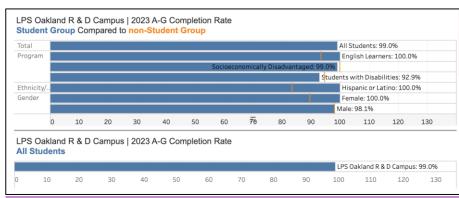
Data Source: CDE Dashboard Data: Dashboard Additional Report - Graduation Rate

LPS Oakland, Oakland Unified

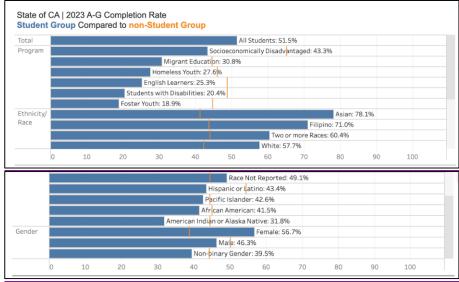
Again, examining subgroup performance in A-G completion, we see exceptionally high achievement rates, again, consistently outperforming the State and the District.

LPS Oakland R&D Campus Charter Renewal Petition, January 2017

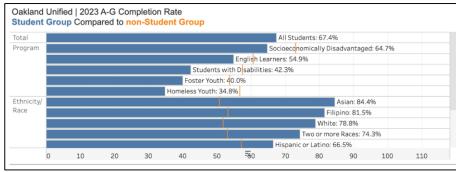
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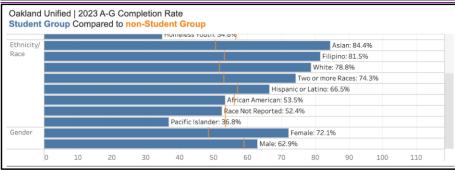


<u>Data Source</u>: California K-12 Equity Gaps | Tableau Public (Entity LPS Oakland R&D Campus, Indicator A-G Completion Rates)



Data Source: California K-12 Equity Gaps | Tableau Public (Entity State of CA, Indicator A-G Completion Rates)





Data Source: California K-12 Equity Gaps | Tableau Public (Entity: Oakland Unified, Indicator A-G Completion Rates)

In June 2022, Channel 2 KTVU Channel 2 invited four LPS Oakland graduating seniors to *The Mornings* on 2 Show. These seniors, who achieved more than just a high school diploma, are not only top academic scholars but also bilingual. Their grade point averages were above 4.0 and they had completed more than ten college courses while attending LPS Oakland. These graduates are a living example of the vision of LPS Oakland. Their high academic success provides them a significant head start on life after high school. These graduates are a testament to their high academic success, giving them a significant head start on life after high school.

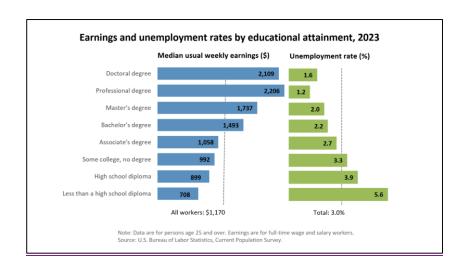
Link to full video.
 LPS Oakland R&D Campus
 Charter Renewal Petition, January 2017



LPS Oakland is committed to improving educational outcomes for historically underserved student populations in Oakland. Across the state, these student groups have lower high school graduation rates, college eligibility, and college and career readiness indicators compared to their non-disadvantaged peers, as evidenced by long-term student achievement data. The goal of LPS Oakland is to ensure that all students, especially traditionally underserved student populations and students of color, have access to the necessary support and structures to address the economic disparities and negative financial and employability impacts experienced by individuals without a high school diploma, some college, associate's degree, bachelor's degree, or higher degree.

The chart below shows depicts Unemployment rates and earnings by educational attainment, 2023 shows how individuals 25 and older with a high school diploma and some college have earnings and lower unemployment rates compared to individuals without these attainments. LPS Oakland's aim is that all students graduate from high school A-G college eligible, with some college credits, as a launch pad into their post-secondary lives to optimize their earnings potential, employability, and ability to serve the community.

Chart: Unemployment rates and earnings by educational attainment, 2023



Given the student population that LPS Oakland serves, our success at reaching this goal is critical to our students' futures and the regional economy. LPS Oakland serves socioeconomically disadvantaged students, first-generation college-going students, students who enter high school below grade level, and foster youth in grades 9-12. The objective is to graduate students who have the academic, economic, and leadership readiness skills to be successful in college, career, and the community. The intention is to serve students who roughly reflect the racial, ethnic, and socio-economic background of schools within the Oakland Unified School District ("District") and specifically Castlemont Campus attendance area, however this has been an area of challenge for LPS Oakland. The LPS Network, LPS Oakland, and its leadership, are concerned about and recognize that the number of Black or African American students enrolled at LPS Oakland is significantly lower than the demographics of the neighborhood in which it is located. To encourage Black student enrollment, over 50% of the staff at LPS Oakland are Black or African American. All LPS teachers receive professional development in equity-based practices to ensure a welcoming and equitable environment for all students. Additionally, the school offers programs for Black or African American affinity student groups, such as a Black Student Union and an annual tour of Historically Black Colleges and Universities. The campus has also initiated an external partnership to receive training and identify the root cause of this disproportionate enrollment concern, and to launch an enrollment campaign designed specifically to attract Black families. Additional detail is discussed in Element 7 of this charter petition.

LPS Oakland is a school firmly connected to and in support of the needs of the East Oakland community. Contextually, LPS Oakland serves a community that has a rich history and myriad assets, as well as some important service needs. Many students and families can experience high levels of environmental stress factors (e.g. violent crime, unemployment, housing insecurity, poverty, limited food access).

LPS leadership is deeply committed to continuing its investment in and providing a quality educational program to the students and families of East Oakland and the city of Oakland.

On March 24, 2024, *The San Francisco Chronicle* reported that "the pandemic increased devastation and desperation in the [East Oakland]." Notably, LPS and LPS Oakland were also negatively impacted during the pandemic years, specifically year 2020-2022, reflected by high staff turnover at all levels, including the resignation of a recently appointed superintendent, the departure of three principals, staff and classroom teacher shortages, and poor labor relations with the East Bay Educators United (EBEU) affiliated with the Oakland Education Association (OEA).

These factors negatively impacted LPS Oakland's program, as many students were enrolled in virtual high school A-G asynchronous English and math courses, to mitigate the teacher shortage. These virtual courses were taught by a credentialed teacher, with an in-person LPS Oakland staff member facilitating the course accordingly. The platform used to deliver this A-G virtual learning is called Edgenuity.

Post-pandemic, LPS Oakland has reduced staff turnover, and achieved stable leadership with Principal Alex Webster and staffing under the leadership of Superintendent/CEO Dr. Brent Daniels. LPS Oakland has a stable classified and teaching staff and has developed positive relationships with both CTA certificated and classified labor partners. As of the submittal of the LPS Oakland renewal petition, LPS is no longer using Edgenuity to deliver any courses within our core academic program. Additionally, in August 2024, the campus completed a \$20 million renovation project, expanding the instructional program to support the Design, Visual, and Media Arts Pathway and College and Career Counseling. This approximately 8,000-square-foot, one-story building has four classrooms, two lecture halls, a resource center, and offices.

On August 7, 2024, LPS Home Office Staff and Oakland Staff, OUSD Board Members, Castlemont High School staff, including Principal Blasher of Castlemont High School, participated grand opening ceremony of the LPS Oakland College and Career Center for the 2024-25 school This event marked our unwavering commitment student growth and thriving in the post-pandemic commitment we share with Castlemont High and the entire OUSD community. LPS Oakland is positioned to deliver on its core design: to provide program and structures specifically and intentionally designed to serve students with academic and socio-emotional learning needs, Learners, and students with Special Education within a high school college prep environment. 2024 End-of-Year CalPads reporting, LPS reported lower suspensions than 2023, and increased dual enrollment course completers as CTE Pathway completers compared to 2022 and and similar strong graduation and A-G rates as



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years. In 2024, LPS Oakland showed growth on NWEA MAP in multiple grade levels, a verified data source allowable for Charter Renewal purposes. LPS Oakland passionately believes that all students can excel academically with the right supports in place. Our program identifies and builds on the assets of our students, their parents, and their local communities. At LPS Oakland, we believe that education is not just about imparting knowledge but about cultivating the potential within every student. Our instructional design framework is built on the philosophical tenets of Linked Learning and Integrated Project-Based Learning

(PBL), aiming to create an inclusive, engaging, and transformative learning environment for all students, especially those who have historically been underserved.

## Instructional Approaches that Meet Community Needs

Linked Learning: Bridging Education and Real-World Relevance. Linked Learning is at the heart of our educational philosophy. It emphasizes the integration of rigorous academics with career and technical education (CTE) to provide students with relevant, real-world experiences. By connecting classroom learning to real-world applications, we ensure that students see the relevance of their education and are prepared for both college and career success. This approach includes career-themed pathways, such as our Design, Visual, and Media Arts (DVMA) pathway, which articulates with the Multimedia Arts program at Chabot College and Berkeley City College, who provides dual enrollment electives on our campus. Real-world applications tie classroom lessons to practical scenarios, while industry partnerships with local businesses and organizations offer students hands-on experiences and mentorship from professionals in their chosen fields. The pathway student learning outcomes design is informed by industry and school community partner participation in our Pathway Advisory Board, ensuring that the curriculum remains relevant and aligned with industry standards.

Integrated Project-Based Learning: Cultivating Critical Thinkers and Problem Solvers. Integrated PBL is a cornerstone of our approach, fostering critical thinking, creativity, and collaboration. Through interdisciplinary projects, students engage deeply with content, explore complex questions, and develop solutions to real-world problems. This method empowers students to take ownership of their learning, driving engagement and motivation. Key elements include interdisciplinary projects that span multiple subject areas, promoting connections between different fields of knowledge. Student agency is a priority, with students having a voice in choosing project topics and methods, which enhances their ownership and engagement. Authentic assessments, such as presentations and portfolios, allow students to demonstrate their learning in real-world contexts.

Mastery-Based, Standards-Centered Grading: Promoting True Understanding. Our grading framework is mastery-based and standards-centered, ensuring that grades reflect a student's true understanding and mastery of focus standards. Students have multiple paths to demonstrate their mastery, whether through traditional assessments, project-based assignments, presentations, or other creative means. This approach emphasizes learning and growth over time, rather than a one-time performance, and supports our commitment to equity and high expectations for all students. Clear learning targets help students understand the standards they are expected to master and the criteria for success. Multiple assessment opportunities accommodate different strengths and learning styles, while formative feedback provides regular insights into progress and areas for improvement.

Collaborative, Interdependent Learning Environment. At LPS Oakland, we foster a collaborative, interdependent learning environment where students work together on projects and assignments, mirroring the teamwork and collaboration required in real-world settings. This approach aligns with the Linked Learning pathway gold standard guidelines ensuring that our students are not only academically proficient but also equipped with essential soft skills. Features include team-based projects that teach collaboration and leverage each other's strengths, peer feedback to enhance learning and communication skills, and community-building activities that promote a strong sense of belonging among students.

<u>Differentiated Instruction: Meeting Diverse Needs. We recognize that our students come from diverse backgrounds with varied needs and strengths. Our instructional design is rooted in differentiated instruction,</u>

ensuring that every student receives personalized support and opportunities to excel. We tailor our approaches to meet each student where they are, using a mix of traditional classroom instruction and innovative learning methods. Project-based and collaborative teaching and learning strategies support individualized education plans and are designed to address individual strengths, needs, and interests by incorporating flexible grouping to support diverse learning needs and goals, and adaptive technologies.

Inclusive Practices: Ensuring Equity for All. Inclusion is a fundamental principle at LPS Oakland. We are committed to providing an equitable education for all students, including those with disabilities, English Learners (ELs), and other subgroups achieving below or above grade-level expectations. We employ Universal Design for Learning (UDL) principles, individualized education plans (IEPs), and specialized support services to ensure that every student can access and engage in meaningful learning experiences. Components include UDL's multiple means of representation, expression, and engagement, individualized education plans tailored to each student's needs, and specialized support services like speech and language therapy and occupational therapy, as well as Bilingual academic support.

Empowering English Learners. Our ELs benefit from focused language acquisition programs like E. L. Achieve's Systematic ELD, designated ELD and Constructing Meaning, integrated ELD. These initiatives emphasize academic language development within content areas, ensuring that ELs not only learn English but also succeed in their academic subjects. Culturally responsive teaching and bilingual support further enhance their learning journey. Language acquisition programs focus on developing English proficiency while maintaining academic progress, culturally responsive teaching values students' cultural backgrounds, and bilingual support resources help students continue developing their native language alongside English.

Supporting Students with Disabilities. For students with disabilities, we provide a range of specialized services and support. Our commitment to compliance with the Individuals with Disabilities Education Act (IDEA) and state regulations ensures that these students receive the appropriate accommodations and modifications to thrive. The PBL approach is particularly beneficial as it allows for various access points to learning engagements, catering to different learning styles and abilities, and ensuring that all students can participate meaningfully. Support structures include specialized instruction tailored to individual needs, assistive technology tools to help students access the curriculum, and inclusive classrooms where students with disabilities learn alongside their peers.

Advanced Opportunities for High Achievers. Students achieving above grade level are challenged through advanced coursework, including Advanced Placement (AP) classes and dual enrollment opportunities with local colleges. Enrichment programs and complex PBL projects further extend their learning, fostering higher-order thinking and innovation. Opportunities include access to advanced coursework that prepares students for college-level work, dual enrollment programs that allow students to earn college credit while in high school, and enrichment programs that offer extracurricular activities and deeper learning experiences.

Data-Driven Decision Making. Our approach is informed by data. Regular assessment and analysis allow us to tailor instruction and interventions to student needs. This data-driven decision-making ensures that our strategies are effective and responsive to the evolving needs of our students. Practices include regular assessments to monitor student progress, data analysis to identify trends and areas for improvement, and responsive interventions to support student growth.

Interdisciplinary PBL: Integrating Humanities and STEAM. Our Integrated PBL approach brings together humanities, multimedia arts, math, and science in interdisciplinary projects. This holistic learning experience ensures that students see the interconnectedness of knowledge and develop a comprehensive

skill set. By working on real-world problems and interdisciplinary projects, students develop critical thinking, creativity, and collaboration skills that are essential for success in both college and career. Key practices include real-world projects that apply knowledge from multiple disciplines, collaborative learning opportunities, and reflective practice to encourage students to consider the real-world applications of their learning.

Student-Centered Design: Fostering Ownership and Engagement. We believe that students should be at the center of their learning journey. Our student-centered design approach empowers students to take an active role in their education through voice and choice in project topics and methods. This fosters a sense of ownership, increasing engagement and motivation. Students are encouraged to explore their interests and passions, which helps them stay motivated and engaged in their studies. This approach also helps students develop a sense of responsibility and accountability for their learning. Key strategies include providing voice and choice in learning, personalized projects that align with students' interests and goals, and active learning through hands-on, experiential activities.

Comprehensive Support Systems: Ensuring Success for All. Academic, social, and emotional support systems are integral to our model. Advisory programs, counseling, and mentorship provide a safety net for students, ensuring their well-being and success. Strong family and community engagement further support our students, creating a collaborative environment that extends beyond the classroom. We believe that our students' success is a collective effort that involves the school, families, and the community. Support structures include an advisory class with grade-level cohorts, counseling services for academic, college and personal support, and family engagement initiatives that involve families as partners in the educational process.

Participatory Democracy: Building Future Citizens. LPS Oakland is committed to preparing students to be active and engaged citizens. Through our focus on participatory democracy, students learn the importance of civic engagement and are provided with opportunities to practice these skills within the school and the broader community. This includes participation in student government and the student-led justice council, community engagement projects, and participation in civic activities. By involving students in decision-making processes and community initiatives, we help them develop the skills and knowledge necessary to be informed and engaged citizens. Key initiatives include student government roles, student justice council, community service projects, and civic education in the curriculum.

Global Perspectives: Expanding Horizons. Our curriculum includes a global perspective, helping students understand and appreciate the interconnectedness of our world. Through projects, partnerships, and exchanges, students are exposed to different cultures and global issues, preparing them to be global citizens. This global focus helps students develop a broader perspective and understand the impact of their actions on the world. Key elements include global projects that study and address global issues, cultural exchanges with peers from different countries, and global partnerships with schools and organizations worldwide.

School and Community Engagement: Creating a Supportive Network. We believe that a strong connection between the school and the community is essential for student success. We actively engage with local businesses, community organizations, and families to create a supportive network for our students. This includes partnerships for internships, community service projects, and family engagement initiatives. By building these connections, we create a supportive environment that extends beyond the classroom and helps students thrive. Key strategies include community partnerships with local businesses and organizations, family involvement programs that encourage and support family participation, and community events that bring the school and community together.

At LPS Oakland, we are dedicated to creating an expansive teaching and learning experience that prepares students for the complexities of the future. By leveraging the philosophical and implementation tenets of Linked Learning and Integrated PBL, we strive to cultivate a generation of critical thinkers, problem solvers, and lifelong learners who are ready to make a positive impact in their communities and beyond. Our comprehensive and rigorous high school experience not only prepares students for college and career but also equips them to be active and engaged citizens who practice participatory democracy at school and beyond. LPS Oakland offers programs and structures that foster relations and personalization with a small high school community, to meet the needs of the students it serves. The school has developed specialized programming for grade-level student groups. Below is a summary of programming in support of student success:

At LPS Oakland, the 9<sup>th</sup> grade programs are designed to lay a strong foundation for students both academically and personally. The **Frosh Seminar** plays a crucial role in building this foundation by introducing students to essential skills and knowledge that will support their high school journey. Alongside this, the **Frosh SEL Advisory** is tailored to help students explore and develop their self-identity, which is vital for their social-emotional growth. These structures ensure that each student receives personalized support, fostering strong relationships and preparing them for future academic and career success.

For 10<sup>th</sup> graders, the focus shifts to enhancing their skills and understanding their relationships with others. The **Soph Seminar** is dedicated to **Skill Building**, equipping students with more advanced competencies necessary for academic and personal success. Concurrently, the **Soph SEL Advisory** concentrates on **Relational Identity**, guiding students to deepen their understanding of how they relate to others, which is key for their social and emotional development. These programs work together to strengthen student relationships and provide personalized support as they progress through high school.

For 11<sup>th</sup> graders, the focus is on preparing for their future and understanding their role within a broader community. The **Junior Seminar** is centered on **Preparation and Planning**, helping students to strategically plan for college and career paths, ensuring they are on track to achieve their goals. Meanwhile, the **Junior SEL Advisory** emphasizes **Community and Social Identity**, encouraging students to explore their place within the community and how their social identities impact their relationships and responsibilities. These programs aim to provide personalized support, fostering strong community connections and preparing students for life beyond high school.

In the 12<sup>th</sup> grade, the focus is on ensuring students are fully prepared for their next steps in life. The **Senior Seminar** is dedicated to **Final Preparation and Transition**, guiding students through the last stages of high school as they prepare for college, careers, or other post-secondary opportunities. Alongside this, the **Senior SEL Advisory** focuses on **Global and Human Identity**, helping students to understand their place in the world and their responsibilities as global citizens. These programs provide the necessary support and guidance to help students transition successfully into the next chapter of their lives.

9<sup>th</sup> Grade transition support: personalized curriculum and academic support structures via Block Periods, Advisory Periods, Learning Labs, Family Meetings, and a Freshman Retreat to support the transition from middle to high school settings.

Non-barrier access to A-G Courses: all students are enrolled in A-G Courses.

A fully inclusive academic program for A-G high school, Advanced Placement (AP), and dual enrollment program.

Linked Learning Lead Facilitator, College Counselor, Destination College Advising Corps College Counselor, Dean of Students, Instructional Aides, and Campus Safety Supervisors to provide support to meet all students' academic and social-emotional needs.

Transitional English Language Development ("ELD") classes.

General Education Teachers, Educational Specialists, and Instructional Assistants work collectively to support students in A-G and dual enrollment college courses.

Weekly progress monitoring of all students via the 'DNA Report.'

Implementation of adaptive learning software to address students' learning gaps in math and reading.

Academic formative assessment monitoring via NWEA MAP in Reading and Math.

School Climate and Culture monitoring via the Panorama Survey and Parsec Real in Spring 2024.

<u>In addition, the new College & Career Center will enhance students' learning experiences and prepare them for post-secondary success in college and careers. The College & Career Center is part of LPS Oakland's approximately \$20 million renovation project, funded by the Prop 51 Bond.</u>

The Main Building renovation focuses on accessibility issues. The primary renovation areas are student and staff restrooms and administrative and student services spaces, developed in reclaimed classrooms and offices. Additionally, science labs will be upgraded to address accessibility issues, aging casework, and lab amenities. A new building electrical service will also address intermittent power issues in the building. The Annex renovation included the interior demolition of four existing undersized classrooms and the construction of two classrooms, breakout, administration, and storage space.

The College & Career Center, Main Building, and Annex with a Makerspace will house the LPS Oakland's newly redesigned Design, Visual Media Arts college pathway courses and electives, which are supported by Oakland's Measure N/H (College & Career for All). This project would not have been completed without the coordination of Castlemont High School and the support of Oakland Unified School District.

Photo 1 below shows the ribbon cutting and grand opening of the LPS College and Career Center on August 7, 2024, with the principal of Castlemont High School, Joseph Blasher, and the former principal of LPS Oakland, Alex Webster, conducting the ribbon cutting. The current and former LPS Oakland CEO/Superintendent, Dr. Brent Daniels (left of Principal Blasher) and Dr. Louise Waters (right of former Principal Webster), are also pictured with representatives of Clark/Sullivan on each end. LPS Oakland is committed to having a solid relationship and partnership with Castlemont High School so students from both schools benefit academically and socio-emotionally in preparation for success in post-secondary pursuits.

Photo: LPS Oakland College and Career Center Ribbon Cutting and Grand Opening



## LPS Oakland Redesigns College Pathways Program

In alignment with the LPS vision and mission, the LPS Oakland offers a fully inclusive instructional program for all students. All students are enrolled in college preparatory and college and career pathway programs. The college preparatory program consists of courses approved by the University of California. The career pathway program is financially supported by Measure N/H a parcel tax and by a partnership with the Peralta Community College District.

Design, Visual and Media Arts (DVMA) - A CTE Pathway Connecting Learning to Careers
The Design and Multimedia Arts (DVMA) CTE Pathway at LPS Oakland offers a robust and immersive
educational experience designed to prepare students for careers in design, multimedia arts, and related
fields. The pathway begins in the 9th grade with the foundational course, Introduction to Design and
Multimedia Arts, where students explore the basics of design principles, multimedia tools, and creative
processes. This is followed by the Intermediate Design and Multimedia Arts course in the 10th grade,
where students deepen their skills, focusing on more complex projects and real-world applications.

By the 11th grade, students advance to the Advanced Design and Multimedia Arts course, where they refine their expertise, engage in sophisticated design challenges, and prepare for post-secondary opportunities. In their senior year, students can participate in on-campus opportunities in dual enrollment classes or engage in the Work-Based Learning (WBL) Career Practicum. This hands-on practicum allows students to apply their learning in real-world settings, gain valuable work experience, and build professional networks.

A key feature of the DVMA CTE Pathway is the integration of career and technical education with academic coursework, exemplifying LPS Oakland's commitment to Linked Learning. This approach ensures that students acquire technical skills and develop the academic knowledge needed for success in college and career.

Partnerships with local multimedia businesses and industry professionals play a vital role in the pathway, providing students with internships, mentorship opportunities, and industry certifications. These experiences bridge the gap between classroom learning and the workforce, giving students a competitive edge in their future careers.

The pathway also articulates with the Multimedia Arts program at Chabot College and Berkeley City College (BCC), top community colleges renowned for high transfer rates to UC Berkeley. This articulation provides a seamless transition for students who wish to pursue higher education in design and media, offering them a strong start toward earning a degree from one of the top design institutions.

To ensure that the curriculum remains relevant and aligned with industry standards, the Pathway Advisory Board, comprising industry and school community partners, regularly reviews and provides feedback and guidance on the design of the program. This collaboration keeps students prepared for the evolving demands of the workforce and future careers.

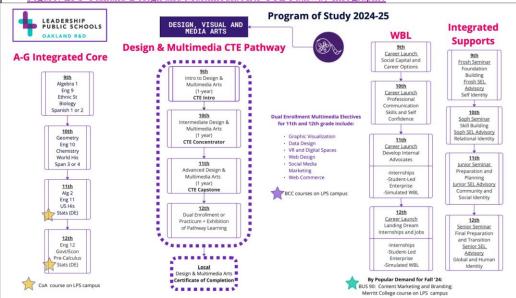


Figure: LPS Oakland Design and Multimedia Arts CTE Pathway Infographic

## <u>Dual Enrollment Opportunities at LPS Oakland</u>

The dual enrollment ("DE") opportunities at LPS Oakland provide a significant boost to students pursuing the Design and Multimedia Arts pathway. By offering early access to college-level courses through Peralta Colleges, particularly at Berkeley City College (BCC), students can begin building a solid foundation in Multimedia Arts. These courses give students a strong start in BCC's degree programs, setting them on a path toward earning valuable certifications and associate degrees.

What makes this opportunity even more remarkable is that BCC's design degrees articulate directly with UC Berkeley's prestigious design programs. This means that students who start their journey at LPS Oakland, taking dual enrollment courses, can seamlessly transition into BCC's programs and, from there, have a direct pathway to continue their studies at UC Berkeley. Given that BCC has the highest transfer rate to UC Berkeley among community colleges, students at LPS Oakland are uniquely positioned to advance into one of the top design programs in the nation.

This strategic alignment between high school, community college, and university education ensures that LPS Oakland students are not just prepared for the next step in their academic careers but are given the tools and opportunities to excel in the highly competitive fields of design and multimedia arts. This integrated, forward-thinking approach empowers students to reach their full potential, whether they choose to enter the workforce or continue their education at top-tier institutions.

<u>Table: LPS Oakland 2024: Number and Percentage of Students Passing One or More DE Courses with a C</u> or higher and Earning 3 semester Community College Credits per Course

Grade Level	Number of Students & Dual Enrollment Courses Passed		
	<u>1</u>	<u>2</u>	<u>3+</u>
<u>9</u>	=	Ш	<u>=</u>
<u>10</u>	Ξ.	П	=
<u>11</u>	16 (31.4 %)	14 (27.5%)	9 (17.6%)
<u>12</u>	18 (26.9%)	12 (17.9%)	23 (34.3%)

Data Source: End of Year CALPADS: 2024

In the 2023-24 school year at LPS Oakland, the junior and senior classes demonstrated significant engagement with Dual Enrollment courses, contributing to their academic growth and career readiness. Of the 57 juniors enrolled in the fall and 51 in the spring, 16 students, representing 31.4% of the 11th-grade cohort, successfully passed one DE course. Additionally, 14 juniors (27.5%) passed two DE courses, while 9 students (17.6%) excelled by passing three or more DE classes. This achievement underscores the commitment of LPS Oakland's juniors to enhancing their academic portfolios and gaining early college experience.

The senior class also showcased a strong performance in DE courses. Out of 69 seniors in the fall and 67 in the spring, 18 students (26.9%) passed one DE course, while 12 seniors (17.9%) managed to pass two DE courses. Impressively, 23 seniors (34.3%) passed three or more DE courses, reflecting their dedication to rigorous academic challenges and their preparedness for post-secondary education.

In addition to their success in Dual Enrollment, 10 juniors (19.6%) and 23 seniors (34.3%) completed the Career and Technical Education (CTE) pathway, passing both the concentrator and capstone courses within Berkeley City College's Mobile and Web Design program. This accomplishment highlights their proficiency in technical skills and readiness for careers in the digital design industry.

Furthermore, 10 seniors distinguished themselves by meeting Leadership Public School's rigorous requirements to receive a Local Certificate of Achievement. This recognition followed their successful completion of an Exhibition of Learning, where they presented their work to a panel of community members and peers, demonstrating the depth of their knowledge, skills, and personal growth over their high school journey.

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Table: LPS Oakland 2024: Number & Percentage of CTE Completer and Local Certificate Students

Grade Level		
<u>11</u>	10 (19.6%)	1
<u>12</u>	23 (34.3%)	10 (14.9%)

Data Source: End of Year CALPADS: 2024

<u>These LPS</u>outcomes illustrate the dedication of LPS Oakland students to academic excellence, career preparation, and personal development, embodying the school's commitment to fostering a well-rounded and future-ready student body.

## Work-based Learning Opportunities at LPS Oakland

The Work-Based Learning (WBL) Career Practicum offers a multifaceted approach to career readiness, providing students with real-world experiences and practical skills that are essential for success in today's workforce. Here are the key benefits:

- Access to Internships: By connecting students with internships, the WBL Career Practicum allows
  them to gain hands-on experience in their chosen fields. This not only helps students build a
  professional network but also enhances their resumes, making them more competitive in the job
  market. Internships also offer students a chance to apply theoretical knowledge in real-world
  settings, deepening their understanding of industry practices.
- 2. Simulated Work Experience at School: The program's simulated work environment at school provides a safe and controlled space for students to practice workplace skills. This setting allows students to engage in role-playing activities, project-based learning, and collaborative work, all mirroring a professional environment's dynamics. This experience builds confidence, improves communication skills, and fosters problem-solving abilities, preparing students for the complexities of the workplace.

Participation in a Student School-Based Enterprise: By participating in a student-run enterprise, students gain entrepreneurial experience, learning how to manage a business, make strategic decisions, and understand financial literacy. This aspect of the program teaches leadership, teamwork, and accountability, offering students a taste of what it takes to run a successful business. It also encourages creativity and innovation, as students are often tasked with developing new products or services. Together, these elements create a comprehensive learning experience that not only prepares students for immediate entry into the workforce but also equips them with the skills and mindset needed for lifelong career success. The WBL Career Practicum empowers students to take charge of their career pathways, bridging the gap between education and employment.

## Career Launch and the LPS Oakland Work-based Learning Continuum

The Career Launch Curriculum is a dynamic and comprehensive program designed to equip students with the essential skills, knowledge, and experiences they need to thrive in their future careers. This curriculum is thoughtfully structured to guide students through a progression of career development activities, starting from their early high school years and continuing through graduation. By integrating practical learning opportunities with academic coursework, the Career Launch Curriculum ensures that students are not only prepared for college but also for the challenges and demands of the modern workforce. The program emphasizes the development of social capital, professional communication skills, self-confidence, and

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career exploration, ultimately empowering students to pursue and secure internships, jobs, and entrepreneurial endeavors that align with their personal and professional goals.

#### 9th Grade: Career Launch - Social Capital and Career Options

In the 9th grade, students are introduced to the concept of social capital and the various career options available to them. This stage focuses on helping students understand the importance of building networks, recognizing the value of relationships in career development, and exploring different career pathways. The goal is to spark interest and broaden students' awareness of potential career opportunities.

10th Grade: Career Launch - Professional Communication Skills and Self-Confidence
In the 10th grade, the focus shifts to developing professional communication skills and building selfconfidence. Students engage in activities that enhance their ability to communicate effectively in
professional settings, including public speaking, resume writing, and interview preparation. This stage is
crucial in helping students gain the confidence needed to present themselves effectively and navigate the
professional world.

#### 11th Grade: Career Launch - Developing Internal Advocates

During the 11th grade, students learn the importance of developing internal advocates—mentors, teachers, and professionals who can support and champion their career aspirations. This phase encourages students to build meaningful relationships with adults who can provide guidance, support, and advocacy as they prepare for their future careers.

#### 12th Grade: Career Launch - Landing Dream Internships and Jobs

In the 12th grade, the program focuses on helping students land their dream internships and jobs. This stage emphasizes the practical application of all the skills and knowledge gained throughout the continuum. Students receive support in identifying and securing internships or job opportunities that align with their career goals, setting them on a path toward achieving their professional aspirations.

11th and 12th Grade: Internships, Student-Led Enterprise, and Simulated Work-Based Learning In addition to the grade-specific Career Launch experiences, 11th and 12th graders can participate in internships, engage in a student-led enterprise, and experience simulated work-based learning (WBL). These components provide students with hands-on, real-world experience, allowing them to apply what they've learned in authentic work settings. Internships offer direct exposure to industry practices, while the student-led enterprise and simulated WBL activities help students develop entrepreneurial skills, teamwork, and problem-solving abilities in a controlled environment.

This continuum is designed to ensure that by the time students graduate, they are not only prepared academically but also equipped with the skills, experiences, and networks necessary to succeed in their chosen careers.

#### **How Learning Best Occurs**

**Educational Philosophy** 

LPS's Educational Philosophy and Approach to Instruction is aligned to and in support of our

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mission to create educational equity; enable students to become self-motivated, competent, and lifelong learners; prepare students for college, career, and community leadership; and share our practices at a national scale. LPS Oakland has an integrated view of College, Career and Community Leadership.

## LPS Graduate Profile: 21st Century Educated Person

Im-2015, the LPS Network embarked on a design process to articulate a shared vision for an LPS 21- Century College and Career Ready Graduate. Through this process, we have revised the Learn, Lead, Succeed Model, and developed the LPS Graduate Profile.

The LPS Graduate Profile articulates the range of skills, knowledge and mindsets that are necessary to prepare all students for college, career, and community leadership. It represents our commitment to students and families and is a reflection of our educational philosophy.

The attainment of this shared vision for the young people in our schools and within the communities we serve is supported by our intentional, focused attention and alignment to four critical domains of college and career readiness. Drawing on the work of David Conley, the LPS Graduate Profile is centered on four essential domains—Think, Know, Act, Go—and is a high level summary of essential competencies for readiness for college, career and community leadership.

#### LPS Graduate Profile: Elements and Indicators

The elements of the LPS Graduate Profile draw on a larger research base (Appendix A) that has focused our programs, practices and curriculum towards a clearer vision of readiness for our graduates. This vision calls us to move beyond the simple metric of grade point average and standardized test scores as prime measures of a young person's readiness. The LPS Graduate Profile will provide a richer depiction of readiness ensures rigorous outcomes for all students and values their unique learner profiles.

Take ACTion  LPS Graduates demonstrate agency in their own learning and	ACT Self Efficacy  Goal Setting Persistence	* Rubrics aligned to ACT  Under development 2016- 2017  Panorama Survey
leadership in their communities.	Help Seeking     Self Awareness Growth Mindset Metacognition	(APPENDIX A)
THINK Critically LPS Graduates are critical thinkers who engage collaboratively and independently with inquiries into their work and critical examinations of issues in the world.	THINK LPS Inquiry Skills Problem Formulation Research Interpretation: Analysis/Evaluation Communication Interpressonal Interaction and Collaboration	THINK Learning Map (APPEDNIX A)  Course/Grade Level Rubries Under development 2016—2 107
KNOW Deeply LPS Graduates are scholars who develop a strong foundation of essential knowledge and understanding across all disciplines; they are prepared for the rigor and expectation of post secondary study.	Essential Content Knowledge  Foundational Content in Core Courses  CCSS Math and ELA  NGSS and C3  College Board AP Standards	A-G Course Completion (APPENDIX A GRADUTATION REQUIREMENTS) AP and SBAC Achievement MAP Growth
GO Proudly LPS Graduates are self aware, with a strong positive sense of personal and community identity and a clear plan for post- secondary study. They are prepared to navigate their way to and through college, into careers and community leadership.	GO Purpose and Planning  Role & Identity  Self Advocacy  Career Awareness  Post Secondary Plans  Transition Skills	Graduate Portfolio Internship Experience College Launch Participation

The LPS Graduate Profile focuses our programs on the goals that will support our students' post high school pathways. Just as students arrive as high school freshmen with unique stories, we know our graduates will leave us and take diverse paths towards their degrees, careers and life goals. Therefore, the true driver of readiness is the degree to which our graduates own their

own learning and are empowered with the skills, mindsets and knowledge to help them navigate and persevere through college completion, career attainment and leadership in their communities.

#### **Educational Philosophy**

LPS Oakland has an integrated view of College, Career and Community Leadership. This includes rigor (the transition to the Common Core), personal relevancy (community embedded, culturally relevant, and development of personal passion), and a personal vision and plan for the future (vision of self in college, career and community, with specific skills and strategies to achieve this). As such our overall academic program design and approach to instruction supports the fulfillment of this vision. Specifically, we believe we will prepare all students to be college and career ready community leaders by:

- Building a school culture focused on equity.
- Providing a rigorous and responsive academic program.

Making connections between academics and will prepare all students to be college and career ready community leaders by:

- Building a school culture focused on equity.
- Providing a rigorous and responsive academic program.
- Making connections between academies and the real world lives of our students.

By doing so, our approach prepares students for success in college, <u>careerscareer</u>, and community leadership by accelerating their academic preparation, building their vision for their futures and supporting their transition to and persistence in college.

Teaching and Learning Methods at LPS Oakland

#### Student at the Center - EACH & EVERY

We are committed to supporting each and every student to develop the necessary skills and knowledge in order for them to be successful, and we believe in the centrality of connecting to students' personal and community identities, building upon and valuing students' lives and experience, and tapping into their funds of knowledge which are varied, rich, and essential to reaching our goals. We believe that we must teach and support students' learning in ways that value and connect to students' cultures, developsdevelop their passions, strengthens and strengthen their communities.

Personalized Learning and Our Teaching Approach is...

#### Our core belief about learning rest on being

Responsive to student need: In order To accelerate learning for all students and to re-engage them in the learning experience given a history of schooling that may have led to disengagement, we need to connect ensure that students see value in the work they are doing. To this end, we offer dual enrollment classes that provide students who pass with college credit, and we offer internships and apprenticeships through our CTE program that connect with student interests and with the employment they already have.

Differentiated for student need: In order for students to see value and to see their growth, we need to: For students to see value and growth, we differentiate our approach in how students may choose to demonstrate mastery of material, and in terms of the pathways that students can take to mastery but also in terms of the methods of instruction and learning. Personalized learning may be individual or independent in some cases, and collaborative and communal in others. Because our student population includes many Newcomers with

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varying levels of schooling, we strive to provide lessons that all students can connect with, no matter their previous educational backgrounds. Special Education Specialists and Instructional Aides help teachers modify lessons for student access, and our Bilingual Instructional Aide provides pull-out and push-in services for English Language Learners.

ASSET BASED - In order

Asset Based: To develop students/tudents' sense of belonging and to support their positive identity development, we must build on and recognize the assets of the students and their communities so that we can enable students to amplify those assets and internalize those and creates a sense of belonging. Teachers are encouraged to communicate regularly with families, sending messages about positive student behavior and contributions to class, as well as seek understanding around family hopes and dreams for each student.

Our vision for instructional practices is grounded in three key components:

**Data rich** – with strategic technology usage (ExitTicket– the LPS Developed Real Time Data Application) and other non-tech based methods we can gather
Our Instructional Practice is...

<u>Data Rich: We gather an</u> array of student data to pinpoint areas of strength and areas for development so that learning experiences can be designed and tailored to accelerate and empower students in their learning journey. We administer MAP Growth assessments in Fall, Winter, and Spring to measure student growth and identify skill gaps to be targeted through classroom instruction. network also builds and distributes a weekly custom (Data & Assessment) Report to identify groups requiring targeted interventions to provide a weekly snapshot of student grades and attendance for every student, and teacher and admin teams use these reports to track student progress and identify groups requiring targeted interventions.

Connected to Personhood—: We recognize the life path of students - not only their previous schooling, but their community and family context, thereby building on the assets that students and communities bring as well as <u>studentsstudents</u>' vision for their future.

Based on profile - using the combination of the two above, we can design methods Teachers strive to know students as individuals, including their interests and approaches that draw on student interest and will engage them in motivations, their unique learning-styles, and their overall strengths as well as areas of growth.

## Deeper Learning and Teaching

Our core beliefs about deeper learning are grounded in three understandings:...

Relevence: In order for students to make the kind of connections to school and its relevance, it is vital that adolescents engage in learning opportunities that involve choice, and that connect to their interests and aspirations. We survey students about their priorities for learning, time spent both in school and out, and for life after high school, adjusting our offerings accordingly.

ESSENTIAL CAREER AND COLLEGE READINESS SKILLS - In order

<u>Career and College Readiness Skills:</u> For students to develop the skills and knowledge necessary for success in college and career they need to have the opportunity to engage in critical thinking and inquiry\_based learning experiences throughout their high school experience.

<u>RANGE OF OPPORTUNITIES</u>

A Range of Opportunities: These experiences do not take one singular format, but are comprised of a range of learning opportunities both inside and outside the classroom: ranging from curriculum embedded performance tasks that require key cognitive strategies; to short\_ and long\_term projects within and between of classrooms; to internship and experiential learning opportunities.

Our definition of deeper learning is grounded in three key components:...

Inquiry BASED: In order for studentsto think critically and solve complex problems, students need ample opportunity to engage in authentic tasks to develop their core competencies in Key Cognitive Strategies. In order to for students to engage in authentic inquiry, including student-centered projects featuring rich inquiry questions must. Inquiry cycles guide our coursescollaborative work and help us deepen students; understanding of the content area as well as themselves, their peers, and the world around them. Project-Based Learning provides a framework for these inquiry cycles and allows students to explore topics and ideas that matter most to them.

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#### **COLLABORATIVE**

<u>Collaboration</u>: In an increasingly complex and diverse world, students need to <u>have developed-develop</u> cross\_ cultural collaboration and communication skills as well as the self- awareness of their own strengths in collaboration. <u>Student collaboration also builds English language competency and therefore is critical to English Learner academic success</u>.

#### REFLECTIVE

Reflection: All students come with a basebaseline of skills and knowledge in the areas of applied/deeper learning (think critically, solve complex problems, communicate and collaborate) and these are to be the starting point for their reflection on their growth and development over time - within a unit, a course, a year, four years. Students must be supported in developing and valuing reflection and metacognition as essential college and career readiness skills. We provide formal reflection opportunities during our Student Led Conferences, where students get the chance to share with family members their progress over time in each class, as well as end of semester Exhibitions of Learning, where the community is invited into the school building where student work is displayed from each class.

#### The Role of Technology in Education

<u>Leadership Public Schools takes seriously its mission to address the most challenging issues in urban secondary education in ways that are replicable and cost effective for both charter and traditional schools across the nation.</u>

Leadership Public Schools takes seriously its mission to address the most challenging issues in urban secondary education in ways that are replicable and cost effective for both charter and traditional schools across the nation. To this end, over the past three years we have been refining a range of technology\_enhanced instructional and data strategies and tools as well as technology- supported innovation processes. Because we believe that all of the answers are not yet known, we have deliberately structured ourselves as an R&D organization. As often as possible we follow a rapid prototyping process informed by the ongoing collection of quantitative and qualitative data. By aggregating these practices and products into a comprehensive program at a new Oakland campus we believe we can not only transform the education of our students but also their likelihood of successful college completion and readiness for a wide range of career opportunities.

In the 2023-24 school year, LPS Oakland piloted the use of Imagine MyPath, a personalized and adaptive technological intervention tool that provides students performing below grade level with individualized instruction and assessment in Math and Reading. As implemented at LPS Oakland, this program analyzes students' NWEA MAP Growth results to identify gaps in students' knowledge and skills, and targets these gaps with mini-lessons that strategically target these areas. In the 2024-25 school year, Imagine MyPath will be implemented schoolwide.

In 24-25, LPS Oakland piloted the use of DeansList software to track behavior data, attendance data, and school-family contacts. It helps educators streamline communication, monitor student progress, and improve school culture. Some benefits of this software include enabling staff to identify patterns and intervene early to support students who may need additional guidance or discipline, to recognize and reward good behavior, providing insights into student attendance trends, and providing detailed reports and analytics on behavior, attendance, and academic progress. The platform facilitates communication between schools and families through automated notifications, behavior reports, and attendance updates. Parents can receive updates via text, email, or phone calls about their child's behavior or academic progress. This increases parental engagement and helps keep families informed about their children's school experience.

#### Educational LPS Technology Tools in Support of Personalized Teaching and Learning

The LPS Curriculum and Instructional program incorporates a personalization hybrid model. This model utilizes a suite of tools developed by LPS and enhanced and scaled by Gooru.org, an education technology non-profit, through integration into the Gooru platform. Core to the ability that supports personalization is realtime access to student data that allows teachers to adjust instruction in the moment and students to monitor their own learning. ExitTicket, the LPS realtime assessment tool now in Gooru, allows immediate and ongoing checks for understanding that can be used by teachers to provide individual intervention, pull small groups for differentiation, or do whole group re teaching. It is used by students to gauge their own progress, set goals, make choices, and build their own study groups for collaborative learning. A second LPS tool also incorporated in Gooru, Crowd Source Grading, allows for the collection and analysis of rubric scored, offline learning such as essays, projects, debates, speeches, and activities to develop non-cognitive skills. It allows self and teacher scoring against a rubric and facilitates peer feedback and grading.

With both realtime assessment and rubric grading in Gooru, teachers are also able to link assessment results to teacher curated content in the platform through the Gooru Navigator. The Navigator is the user interface allowing curation of content, scoring of assessments, goal setting and various kinds of reporting. It is based on the playlist and other functionalities of Navigate Math, a pre-algebra support course developed at LPS.

#### Academic Program

To achieve the student outcomes detailed in the Graduate Profile, LPS has developed an academic program that includes accelerating academic achievement and providing career and college linked opportunities.

#### Access and Acceleration

Supporting all students in achieving rigorous learning goals requires LPS teachers to be responsive to the diverse learning profiles of our students. Rather than lower expectations for students, LPS educators provide access supports that allow for students with different learning needs and skills to master in grade level standards. The LPS academic program provides courses, workshops and other tiered supports to help accelerate learning for students who are below gradeIn order To achieve the student outcomes detailed in the Graduate Profile, LPS has developed an academic program that includes accelerating academic achievement and providing career and college linked opportunities.

#### Access and Acceleration

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LPS teachers help all students engage in our rigorous academic program aligned to the LPS Graduate Profile by accelerating learning of foundational skills while providing access to college preparatory ourricula and deeper learning opportunities.

At LPS we develop academic programs and instructional plans so all students have programmatic and cognitive access to completing the A-G course requirements outlined by the University of California-("UC"). A-G courses are aligned to the guidelines set out by U.C and the Common CoreState Standards and/or Next Generation Learning Standards. Furthermore, since our aim is for all students to meet the A-G requirements, students must earn a C or better in their courses to earn credit.

Since all students are expected to engage and succeed in college preparatory work, LPS programs and classroom instruction must focus on access and acceleration in learning.

Since all students are expected to engage and succeed in college preparatory work, LPS programs and classroom instruction must focus on access and acceleration in learning. Teachers in of A-G courses analyze their course objectives and learning tasks to identify the obstacles to learning students may face. This analysis enables teachers to develop learning scaffolds and differentiated learning activities to help all students, regardless of learning style or skill needs, access the learning outcomes for the course. Several courses, especially in the freshmen year, are designed to accelerate learning through developing the requisite skills students need to succeed in grade level college preparatory work. Namely, we offer an array of intervention classes course analyze their course objectives and learning tasks to identify the obstacles to learning students may face. This analysis enables teachers to develop learning seaffolds and differentiated learning activities to help all students, regardless of learning style or skill needs, access the learning outcomes for the course. Several courses, especially in the freshmen year, are designed to accelerate learning through developing the requisite skills students need to succeed in grade level college preparatory work. Namely, we offer an array of intervention classes to that address skill gaps in literacy and numeracy. These courses have leaded to accelerate learning for students who arrive far below grade level.

#### Advanced Placement for All

All students <u>have the opportunity to</u> enroll in the Advanced Placement <u>English Language course</u>. This <u>course is ancourses</u>. One example of <u>access and acceleration at its greatest</u> this is our <u>Junior AP English Language course</u>. In this course, <u>all</u>-students are engaging with complex<u>text and writing</u> texts and <u>writing</u>, showing immense growth in their ability to read strategically and write effectively. Aside from the AP Language course, students have access to <u>an</u> array of AP courses that are <del>open and</del> offered to all students regardless of previous performance.

## Trauma Sensitive Practices

Teachers at LPS develop instructional practices and classroom systems to better address the needs of students who have experienced significant trauma in their lives. LPS staff focus on implementing the following supports in their classrooms to help all students learn.

- 1. Classrooms employ **positive behavior supports** by ensuring expectations are communicated in clear, concise, and positive ways and that goals for achievement are common for all students.
- 2. Student interests are encouraged and incorporated.
- Opportunities are provided for learning how to interact effectively with others and activities are structured in predictable and emotionally safe ways.
- Opportunities are provided for students to learn and practice regulation of emotions and modulation of behaviors.
- $5. \ \ Information is presented and learning is assessed using {\it multiple modes.}$
- 6. Opportunities exist for learning how to plan and follow through on assignments.

College & Career Linked Opportunities

LPS has three programs that support students to apply their learning with career and collegelinked opportunities: Career Pathways, CCLC Program, and College Launch Career Pathways

## **Curriculum Framework**

In the 2015/16 school year, LPS Oakland implemented an Entrepreneurial Technology Career Pathway for all students. The goal is to provide transferable academic skills and career readiness experiences to succeed top industry fields. It provides differentiated options in student's senior year by identifying which aspect of their 9th 11th grade experience (impact on community through social justice, computer science, or entrepreneurship) is most interesting to them. Students then participate in college courses aligned to those interests. (Appendix A Measure N/SPSA)

#### Career & Community Leadership Program

In the 16/17 school year, LPS launched its Career and Community Leadership Program. By providing all students with meaningful self and community exploration opportunities, and high quality work based learning experiences across all grade levels, we support students—development of self awareness, deepen their sense of purpose, and develop the skills and mindsets to identify and achieve their postsecondary goals. These are the clear goals outlined in the LPS Graduate Profile and the are designed to support all students' empowerment to be agents of their own learning and leaders in their community. (See Appendix A for full program details)

## College Launch: Merritt Partnership

In the 2013/14 school year, LPS Oakland and Merritt College (Oakland, CA) established a partnership to connect students to rigorous college courses that meet the G elective requirement, are aligned with our pathway model and prepare students for university level courses.

LPS College Launch is an opportunity for LPS students to experience college and gain college credits prior to graduation as an on ramp to college success.

LPS strategy is to leverage online college courses with wrap-around LPS support—a Supported Hybrid Online Dual Enrollment Model. (Appendix A Merritt Partnership College Launch)

- The Merritt Instructor provides the course content, presentation and grading and is paid
  by the community college. Instruction is delivered online via Moodle, with three in
  person meetings.
- LPS provides a LPS teacher who acts as a facilitator to provide access and success supports and is paid by LPS. The LPS teacher supports students in deconstructing the syllabus and textbook, time management and course management skill development, collaboration strategies, writing support, and reflection and goal setting. This support is provided daily in class during a regular class period.
- The students earn credit for high school graduation and earn college credit. In the process, they develop the skills to navigate college courses and online technology while still in the supportive high school environment.

#### C. CURRICULUM FRAMEWORK

Curriculum Design: The LPS Common Spine

LPS Core Curriculum is referred to as the *LPS Common Spine*. The *LPS Common Spine* contains a curated collection of resources and materials by course area. All LPS Common Spine resources are digital and stored online—with many already in Gooru or transitioning to that platform.
\_Student-facing resources are incorporated in Google Docs, Gooru, or other formats. In addition, the *LPS Common Spine* includes teacher resources such as unit and lesson plans that are curated in Google Docs.

Teachers have access to one another's individual course resources through the Common Spine, which acts as another source for alignment and collaboration. Almost all are open-source, free, and editable, and they are continually improved through the re-integration of classroom practices that have shown results. Selecting, developing, and revising course materials including assessments provides a powerful professional development opportunity for teachers as they collaboratively wrestle with core questions about course content and approach.

#### The Common Spine includes:

#### Core Curriculum Content

- Scope and Sequence: the agreed-upon standards-(, including the Common Core State Standards
  ("CCSS-"), Next Generation Science Standards ("NGSS, C3),"), History-Social Science
  Framework, English Language Development Standards, and remaining State Content Standards
  (hereinafter, collectively "State Standards") as well as topics and instructional pace for each course –
  tightly defined in some cases (math & ELA) and more loosely in others (Spanish).
- <u>Core Content Resources</u>: the such as online textbooks (e.g. Desmos, Springboard, EngageNY)etc), as well as physical texts, and other key pieces of shared content that is sometimes incorporated into Goorusources.
- Applied Learning: curriculum embedded activities that extend learning and develop both critical
  thinking and college-readiness skills aligned to the LPS Graduate Profile
   science labs, projects,
  Socratic Seminars, debates, etc.

## Common Assessments

<u>Performance Assessments</u>: A range of performance tasks and critical thinking measures that are aligned to the Graduate Profile and THINK Learning Map are under development in partnership with SCALE and Envision Learning Partners.(See Development Timeline below)

- <u>Interim/Unit Level Assessments:</u> the number of common, collaboratively developed assessments varies from course to course. These align to course standards and learning targets.
- Formative Assessments: daily assessments to be secred and used by teachers within their
  own classes. They also include real time formative assessments using ExitTicket—a just intime data application and Crowd Source Grading—a rubric scoring tool that allows for self,
  teacher and peer scoring of essays, projects and exhibitions. Both the ExitTicket and Crowd

Source Grading tools were developed by LPS and have now been incorporated in the Gooru <del>platform.</del>

## Access Supports

· Literacy Scaffolds: embedded reading comprehension, vocabulary and writing supports Including differentiated texts (often embedded into Gooru)

Numeracy Scaffolds: online differentiated numeracy supports. These include the playlist of content resources in Navigate Math, the LPS pre algebra support course, and the differentiation extensions for Engage New York Algebra 1, Algebra 2, and Geometry that are, or are being, incorporated into Gooru Multi-media: simulations, instructional videos and other multi media to improve comprehension embedded in the Gooru Navigator courses: Navigate Math, Navigate and Navigate Chemistry and under development for other courses.

#### Curriculum Status

See Appendix A for curriculum maps in detail.

Course	Current-Curriculum Resources		
Algebra 1	EngageNY**Illustrative Math		
Algebra 2	EngageNY**Illustrative Math		
Geometry	EngageNY**Illustrative Math		
Pre-Calculus	ENgageNYIllustrative Math		
Navigate Math	Navigate Math in Gooru Common Spine		
English 1	Springboard*Common Spine		
English 2	Springboard*Common Spine		
English 3	Springboard*Common Spine		
AD English	Teacher-Developed-develop Curriculum aligned with College Board		
AP English	AP curriculum		
Ethnic Studies	Teacher_developed in partnership with iSeedKingmakers of Oakland		
World History	New VisionsCommon Spine		
US History	Teacher developed Common Spine		
Government / Economics	Common Spine		
Biology	Common Spine		
Chemistry	Common Spine		
Physics	Common Spine		
ELD	E.L. Achieve		
Gov/EconSpanish 1/21 &	Toochen Davidened AUTE developed Comicallyns		
Spanish 2 Teacher—Developed/NFTE_developed Curriculum			
AP Comp Science	Code org AD Computer Science Principles Teacher develor		
Principles Native Speakers / AP	Code.org AP Computer Science Principles Teacher-develop		
Spanish Curriculum aligned with College Board AP curriculum			

Chemistry	Navigate Chemistry being built in Gooru Living in Chemistry
AP Chemistry	<del>Teacher Developed Curriculum</del>
Physics	CK12
Reading	Read180*
ELD	Edge*
Spanish 1/2	Navigate Spanish**; Avancemos
Native Speakers/AP Spanish	Teacher Developed Curriculum

\*Indicates copyrighted curriculum. In these cases teachers are leveraging the online editable resources, students interface and populating the LPS Common Spine with wrap around teacher developed scaffold and supports and additional assessments.

\*\* Indicates courses under development in Gooru for 2017 - 2018 launch.

#### Vision for Common Spine

The vision for the *LPS Common Spine* is that it will not only provide necessary curricular resources for students and teachers, but that through an aligned ongoing collaborative innovation process, the *LPS Common Spine* leverages will leverage technology to develop, disseminate and provide professional development related to the content, assessments and access supports for the LPS core curriculum. Like the human spine, while providing stability and structure, it is flexible and responsive to context while maintaining a clear common connection within and across all LPS Schools.

LPS began building the Common Spine curriculum content resources through a partnership with CK-12 and has since expanded to include other open\_source content such as the University of California's Hippocampus-and, Springboard's English materials, and EngageNY. Starting in 2014, LPS started its partnership with Gooru to further build out the LPS Common Spine.

Curriculum change, whether adopting a new textbook or choosing to implement <a href="EngageNYIllustrative Math">EngageNYIllustrative Math</a>, involves predictable challenges. Districts or schools often face twin conundrums – how to get the consistency of top-down change and the buy-in of bottom up and relatedly, how to balance fidelity and flexibility. By using open\_source materials and involving teachers in the <a href="Goorucurriculum">Goorucurriculum</a> design process at the network level, it is possible to define and maintain a consistent focus and framework across a curriculum initiative while generating considerable ownership among individual teachers. Similarly, the ability of individual teachers to <a href="Gollaborative designedcollaboratively design">Gollaboratively design</a> the materials at the classroom level <a href="givesprovides">givesprovides</a> a high level of school or district-wide consistency while allowing teachers to adapt the materials for specific classes or add in teacher-created materials.

Another challenge in curricular change is providing the right type and depth of professional development to take a good idea from theory to implementation. Involving teachers in the design and iteration process provides a powerful embedded professional development opportunity. Framing the process by Identifying power standards, getting consensus on the course scope and sequence, and aligning benchmark / unit

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assessments, and <u>focusdeveloping focused</u> instructional strategies requires grappling with significant instructional issues. This is a sophisticated type of professional development that has the added advantage of being immensely practical – teachers are preparing materials they will actually use in their classes.

System of

Curriculum and Assessment Development: NGSS, C3, CCSS, and Performance Assessments

LPS Oakland has successfully completed **Phase 1** of our initiative to refine and develop assessments aligned with the Next Generation Science Standards (NGSS), College, Career, and Civic Life (C3) Framework, and Common Core State Standards (CCSS). These efforts have bolstered our assessment practices, ensuring they not only meet state and national academic benchmarks but also align with the competencies outlined in the **LPS Graduate Profile**.

Our newly implemented performance assessments, which are integrated into the **Common Spine** repository, enable students to demonstrate mastery of both academic content and essential 21st-century skills such as critical thinking, problem-solving, and real-world application.

#### Expansion and Scaling: Phases 2 and 3

As we transition into **Phase 2**, we are focused on expanding these assessment practices across all grade levels and subjects. This phase will involve:

- 4) Expanding Aligned Assessments: We will extend the use of NGSS, C3, and CCSS-aligned assessments across all disciplines, while continuing to refine performance assessments to ensure seamless integration into instructional practices.
- 5) Ongoing Professional Development: Leadership Public Schools will continue to offer regular Network-Wide Professional Development sessions. These will provide educators with advanced strategies for utilizing assessment data to tailor instruction and support personalized learning pathways, a core focus of our Linked Learning framework.
- 6) Fostering Teacher Collaboration: Through cross-disciplinary collaboration, educators will ensure that aligned assessments support not only academic standards but also interdisciplinary learning experiences. This will enhance students' ability to apply knowledge across different contexts, crucial for college and career readiness.
- 7) Incorporating Student Feedback: We will prioritize student feedback as part of our iterative improvement process, refining performance assessments to ensure they remain both rigorous and engaging for all learners.

## Long-Term Vision: Phase 3

In Phase 3, we aim for full integration of aligned and performance assessments throughout the network, with these tools becoming a cornerstone of instructional planning and student evaluation at all sites. This phase will also involve expanding the Common Spine to include updated resources and assessments, ensuring the sustainability and continuous growth of this initiative.

#### Impact on Student Success

By continuing to refine and expand these assessments, LPS Oakland will further its mission to prepare students for success in college, career, and civic life. Alignment with the **Graduate Profile** and the inclusion of interdisciplinary approaches will enhance our students' readiness for real-world challenges, ultimately strengthening outcomes across academic, career, and personal development domains.

**Technology Integration and Student Access** 

At LPS Oakland, every student is provided with a laptop, ensuring equal access to digital learning tools and resources. Our teachers utilize common platforms to create, share, and manage course materials, with the Google Educational Suite (Classroom, Drive, Email, and Calendar) serving as the foundation. Through Google Docs, students engage in research, collaboration, and publishing, producing professional-quality documents, presentations, and websites. Google Classroom and Email are used for communication between students and teachers, fostering professional communication skills critical for academic and workplace success.

Students also monitor their academic performance and progress through **Infinite Campus-I<del>lluminate</del>**, enabling them to track real-time data and manage their academic goals.

## Expanded Technology Tools for Independent Learning

To LPS is committed to ensuring that all students achieve outcomes envisioned in the LPS Graduate Profile, including master of CA CCSS and state content standards. In order to do so, we are developing our own system of assessments which are designed to empower our students, teachers, parents and administrators by having a rich and varied system of assessments and indicators, we will provide a more complete picture of student growth and performance in all critical domains of readiness for college, career and community leadership.

While some critical aspects of our systems of assessments are in place, we have a development plan to complete the build out of the new system of assessments over the next four years. Based on the research for Dr. David Conley and his call to design a conjunctive and flexible assessment system, we are working collaboratively with several partners (David Conley, Envision Learning Partners, SCALE, Math Action, Gooru) to will be developed will measure key elements of college and career readiness as well as students' growth and development. By designing a carefully complementary and compensatory system of assessment, we will ensure that every critical outcome is measured somewhere, reliably.

The focus of this chart is to share what will be the approach to assessment that will report students' growth and achievement in key areas.

	Think	Know	Aet	Go
Assessment Formats	Classroom level common assessments tagged to key indicators. Performance tasks aligned to network rubric.	Classroom and network assessments aligned to essential standards/L.T in the shared S&S	<ul> <li>Self perception and survey data</li> <li>Reflection and metacognitive assessments aligned to rubries</li> </ul>	Check-lists for products and processes (Transition Skills) Written reflections and completion of Portfolio Assessment (To be built and piloted in 2017—2018)

Structures to Support That Assessment	Performance Task systems aligned to LPS Network Rubries	Classroom and network assessments tagged to	Student Led Conferences 10th grade exhibition of learning	10th grade exhibition of learning 12th grade portfolio of learning
	10th grade exhibition of learning (Pilot 2017-2018)	<del>common skills</del>	12th grade portfolio & exhibition of learning	

	12th grade portfolio of learning (Pilot 2018-2019)			
Standards/ Framework	CCSS     NGSS Practices     C3 Standards     21st Century     Four Dimensions	CCSS     NGSS     Practices     C3 Standards     21st Century	Chicago Study Conley Four Dimensions Dispositions	American Association of School Counselors LPS Career Outcomes
SYSTEM METRRCS (STATE, NATIONAL, INTERNAL)	*SBAC (Annual) *AP Exams (Annual) *MAP Growth (Semester) *ACT Aspire (Annual)	*SBAC (Annual) *AP Exams (Annual) *MAP Growth (Semester) *ACT Aspire (Annual)	Panorama Survey	External Metrics of Readiness: ACT 21+ MAP GLE EAP Persistence Rates Completion Rates

LPS will take the collaborative design approach to developing the system of assessments that will guide us in our work for the next five year. Below is an outline of the assessment development timeline and the embedded professional development associated with our collaborative innovation model.

### Timeline for Curriculum and Assessment Development

Over the course of the next three years, LPS will be refining and developing NGSS, C3 and CCSS aligned assessments for course use. In addition, LPS will be developing a system of performance assessments that align to the LPS Graduate Profile. The timeline for the development of this work are detailed below.

## Performance Task System Vision

- 1. Balanced, flexible system of Performance tasks including: Constructed Response, Stand-Alone, Curriculum Embedded, Projects, Curriculum Embedded Performance or Projects to be given twice a year.
  - a. Process for student exhibition/reflection to share and reflect on growth and development at 10th grade. (All aspects of Graduate Profile) (First year implementation in 2017-2018)
  - Final senior year capstone including extensive research and defense (first implementation 2019-2020 with pilots starting in 2018-2019)
- 2. End of Course Assessments
  - a. Aligned to redesigned course scope and sequence. Starting with 9th grade courses in 2016–2017, expanding to 10th and 11th grade in 2017–2018, and 12th grade in 2018–2019.

Areas of	<del>2016-2017</del>	<del>2017-2018</del>	2018-2019
<b>Development</b>			

S&S Major Standards, Concepts (Finalizing shifts to CCSS, NGSS, C3)	English 1 – 4 (Complete) Math (Alg 1, Alg 2, Geo) Biology Chemistry Physics	World History, US History Spanish 1-2 Pre Calculus Statistics Visual Arts	Spanish 4-5 Electives Econ/Government AP Courses
Rubrie & Performance Assessment Development	THINK Learning Progression Developed aligned to the Graduate Profile. (In partnership with Envision Learning Partners and SCALE)  Aligned course/grade level rubric development and performance assessment in 9th grade courses (Biology, English 1, Ethnic Studies/Ac Lead, Alg 1, Ac Num)	ACT Learning Progression Developed aligned to the Graduate Profile  Aligned rubric development and performance assessment in 10th/11th grade courses: Chemistry & Physics, English 2/3, World History, US History, Alg 2/Geo, Spanish 1, Spanish 4	GO Learning Progression Developed aligned to Graduate Profile  Aligned rubric development and performance assessment in 12th courses & pilot senior portfolio (English 4, Gov/Econ, 4th year math, 4th year science, senior electives)
Course Level Assessment Development	End of Course Assessments: Developed in: English 1-2, Math (Through Geo), Biology, Chemistry, Physics	End of Course Assessments: Developed in: English 3-4, World History, Spanish 1-2, Pre- Calculus	End of Course Assessments: Developed in: US History, Econ/Government, Spanish 4-5
Structures	Pilot Performance Assessment Development Process	10th Grade Presentation of Learning Developed & Piloted	12th Grade Senior Exhibition of Learning Developed & Piloted)

#### Role of Technology in Curriculum & Instruction

At LPS, all students have access to laptops. As a result, teachers use common platforms for student access, create and share course materials and student work. Our primary suite of tech tools sits within Google's educational suite of tools, namely Classroom, Drive, Email and Calendars. Teachers and students ubiquitous use of these tools allows for students to develop and practice several professional and academic skills on line. Namely, google documents provide an array of research, collaboration and publishing tools that help students create professional documents, presentations and websites. Through Classroom and Email, students and teachers are able to easily communicate about course objectives and projects. Through this communication method, students receive support and feedback on how to write professional emails using appropriate formatting and vocabulary.

Aside from the Google Educational Suite, students have access to assess the performance and grade data through Illuminate, our student information system. The tools built into Illuminate allow for students' leverage real time performance data to manage their progress and meet their academic goals.

In different classrooms teachers use an array of other online tools that help students access learning content. For example, many classrooms leverage Khan Academy and Gooru resources that help students develop their their ability to leverage online resources to learn more independently. Many students also choose to enroll in our Computer Science courses where students will learn basics of computing and coding in different languages. Finally, all LPS Oakland students take at least one supported hybrid online dual enrollment course with Merritt becoming proficient in the use of Moodle, Canvas and ready for success in online college

further support independent learning, a variety of online tools are used across classrooms:

- Khan Academy for personalized learning in math, science, and other subjects.
- Pear Deck for real-time interactive lessons.
- Texthelp's Google Read & Write for literacy and writing support.
- MyPath for personalized intervention and academic support.
- **DESMOS** for graphing and mathematical modeling.
- Live Web Cams that enhance and extend in-person labs, allowing students to participate in virtual experiments and observations.

# Career Readiness and Hybrid Learning

LPS Oakland students, particularly those in the **Design and Multimedia Arts Pathway**, have access to advanced career readiness tools that prepare them for media production and design careers. These include:

- Extrusion and light rendering 3-D printers for prototyping.
- iMac design stations with the Adobe Pro suite for professional media and design projects.
- Media production stations equipped with MacBook Pros, Canon DSLR cameras, and the Adobe Pro suite, enabling students to create industry-standard video and multimedia content.

As part of their learning experience, all students take at least one hybrid-online dual enrollment course during the school day through our partnership with Peralta Colleges, supporting the Design and Multimedia Arts Pathway. These courses utilize Canvas, ensuring students are prepared for online and higher education environments.

## Technology-Related Skills for Graduates

At LPS, we work to ensure that our graduates are proficient in the following key technology-related skills, including:

- Creating and revising professional\_quality documents, presentations, and websites\_
- Using online communication tools (e.g., email, collaborative platforms) to effectively communicate in <u>both</u> professional and academic settings.
- Using online tools to assess their <u>academic progress</u>, <u>conduct research</u>, and <del>learn independentlyengage in independent learning</del>.

These skills are integral to students' preparation for college, career, and civic life, ensuring they are equipped for success in a digital world.

## A-G Courses

LPS Oakland prides itself on offering a wide range of <u>classroom-based</u> A-G courses. The A-G Course List can be found online (https://hsarticulation.ucop.edu/agcourselist#/list/details/422/) and is detailed in the chart below.

Subject	Core Courses Offered (2016/17)		
A. A. History / Social Studies / History Science	<ul> <li>World History <u>College Prep ("CP")</u></li> <li><u>AP World History</u></li> <li>US History <u>CP</u></li> <li>US Government <u>CP</u></li> </ul>		
B. English	<ul> <li>English 1 CP</li> <li>English 2 CP</li> <li>English 3 CP</li> <li>CSU Expository Reading and Writing</li> <li>AP English Language and Composition</li> <li>Advanced ELD</li> </ul>		
C. Math	<ul> <li>Algebra 1 CP</li> <li>Algebra 2 CP</li> <li>Geometry CP</li> <li>Pre-Calculus CP</li> </ul>		
D. Science	<ul><li>Biology CP</li><li>Chemistry CP</li><li>Anatomy and Physiology CP</li></ul>		
E. Language other than English	<ul> <li>Spanish 1 CP</li> <li>Spanish 2 CP</li> <li>Spanish 3 CP</li> <li>Spanish 4 CP</li> <li>AP Spanish Language and Culture</li> </ul>		
F. Visual & Performing Arts	Introduction to Design and Multimedia Arts     Intermediate Design and Multimedia Arts		
G. College Prep Electives	<ul> <li>Economics CP</li> <li>ASB Leadership</li> <li>Design Thinking for Problem Solving</li> <li>Ethnic Studies CP</li> <li>Psychology</li> </ul>		

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<ul> <li>Work-based Learning Career Practicum</li> </ul>
<ul> <li>Data Visualization CP</li> </ul>
<ul> <li>Web Commerce and Internet Startup CP</li> </ul>
<ul> <li>Introduction to We Design CP</li> </ul>
<ul> <li>Social Media Marketing and Data Analytics CP</li> </ul>
<ul> <li>Content Marketing and Branding CP</li> </ul>
<ul> <li>Virtual Reality and Digital Spaces CP</li> </ul>
Data Design for Digital Media CP

		- Economics	
B. English	4	- English 1 CP - English 2 CP Composition - English 3 CP	<ul> <li>English 4 CP</li> <li>AP English Language and</li> </ul>
C. Math	3-4	Algebra 1 CP     Algebra 2 CP	Geometry CP     Pre-Calculus CP
D. Lab Science	2-3	- Biology CP - Chemistry CP	<ul><li>Physics CP</li><li>AP Chemistry</li></ul>
E. Language Other Than English (LOTE)	2	≈ Spanish 1 CP ≈ Spanish 2 CP	<ul> <li>Spanish 4 CP</li> <li>AP Spanish Language and Culture</li> </ul>
F. Visual & Performing Arts	1	<ul> <li>Visual Arts 1 CP</li> <li>Visual Arts 2 CP</li> <li>Creative Writing</li> </ul>	and Performance CP
G. College Prep Electives	+	- Economics CP - Ethnic Studies CP - AP Computer Science Principles - Computer Science CP	2016/17 Merritt College concurrent enrollment courses:  - COMM 20: Interpersonal Communications - COMM 6: Intercultural Communications - CIS 6: Intro to Computer Programing - ENVMT 2: Intro to Sustainable Environmental Systems

Non College Prep Courses (non "A-G"): Academic Leadership / Academic Numeracy / Guided Studies / Health & Wellness / Leadership Advisory / Peer Tutor / Study Hall

The full course catalog describing every course that LPS Oakland offers, can be found in the appendices of this charter.

# **Graduation Requirements**

The Governing Board of Leadership Public Schools is committed to ensuring that every student has the opportunity to earn a diploma that aligns with their individual educational needs and goals. The LPS standard is the (1) the A-G College Prep Diploma, signifying which signifies completion of all entry requirements for California State University (CSU) and University of California (UC) colleges. For qualifying Special Education students, a (2) State Basic Requirements Diploma may be earned in eases in which learning disabilities preclude attainment of the College Prep Diploma. In very rare cases, this option LPS Oakland R&D Campus

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may also be granted to general educationHowever, alternative diploma options are available to accommodate diverse student circumstances.

For qualifying Special Education students-, a (2) State Basic Requirements Diploma may be earned if learning disabilities prevent attainment of the A-G College Prep Diploma. In very rare cases, this option may also be available to general education students. Additionally, students who do not meet graduation requirements may be granted a (3) Certificate of Educational Achievement (Special Education only).—These three options are fully discussed below.

#### LPS College Prep Diploma

The Governing Board of Leadership Public Schools desires to prepare each student to obtain a College Prep Diploma of high school graduation and to meet or exceed the California State University (CSU) and University of California (UC) "A G" admissions course requirements.

A minimum of 200 credits is required. Students are required to To carn total credits as follows: 150 of the A-G requirements College Prep Diploma, students must complete a minimum of 200 credits, including 150 credits from "A-G" required courses and 50 elective credits, with thea strong recommendation that 30 of these include 30 elective credits come from the 3 three UCA-G-recommended "A-G" courses. Students must earnmaintain a minimum GPA of 2.0 or higher. Although courses can be validated, and while course validation is allowed to meet the "A-G-course requirement" requirements, the overall GPA must still be meet the 2.0 threshold for graduation. No credit will be given awarded for grades of D or F toward a Leadership Public Schoolsthe College Prep Diploma.

## **LPS College Prep Diploma: Credit Requirements**

These three diploma options are fully outlined below to ensure that all students have a clear understanding of their pathways to graduation.

College Preparatory, A-G	Diploma Requirements	
Academic SubjectContent Area	UC/CSU_Admission Requirements Required Years / Credits	LPS Required LPS A-G Diploma Requirements Years / Credits
A. A. History/_/Social Science	2 years//20 credits	3 years 1/30 credits (World History, CP US History and CP US Government or Government/CP (1 semester) Economics (1 semester)
B. B. English	4 years <u>/</u> 40 credits	4 years 1/40 credits English 1 CP English 2 CP English 3 CP CSU Expository Reading & Writing
MathC. Mathematics (must include Algebra I-II and	3 years/∕30 credits	3 years 1/30 credits Algebra 1 CP Geometry CP Algebra 2 CP

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Geometry, or validating		
C. courses)		
D. D. Lab-Science	2 years/_20 credits <del>(must</del> include biological and physical science)	2 years/_20 credits (must include one biological and one physical science)Biology CP Chemistry CP
E. E. Foreign Language other than English	2 years/_/20 credits <del>(in same</del> <del>language)</del>	2 years/_/20 credits (in same language) Credit for an advanced course validates a lesser course. Spanish 1-4 options
F. F. Visual <u>&amp;</u> Performing Arts	One1 year/_/10 credits	One year / 10 credits Design and Multimedia Arts (Intro. Intermediate, Advanced Options)
G. G. College Prep_ Preparatory Elective	One1 year/_/10 credits	One 1 year / 10 credits Various Options
A-G Credit Subtotal	150 credits	160 credits
Additional A-G or non- A-G courses	None	40 credits
A-GTotal Credits Required Credits Sub Total	150	<del>160</del> 200
<b>Additional Credits</b>		

Additional A-G classes or non		
A-G classes	**	40 224
	None	4 <del>0 credits</del>
TOTAL CREDITS	<del>150</del>	<del>200</del>

Leadership Public Schools State Basic Requirements Diploma Option

In some cases, a Leadership Public Schools State Basic Requirements Diploma may be issued to a special education student who completes the minimum requirements\* listed below with a grade of "D" or better.

Leadership Public Schools State Basic Requirements Diploma Option	
Subject Area	Credits Required
English	30
History-/_Social Science	
1 year of World <u>History</u> ; 1 year of US <u>History</u> ; 1 <del>year of Government or</del>	30
1-semester each of <u>US</u> Government and Economics	
Mathematics (Two	
2 years, including Algebra; may include Academic Numeracy and other pre-	20
Algebra <del>classes)</del> <u>courses</u>	
Lab Science (One	20
<u>1</u> year of biological and onescience; <u>1</u> year of physical science)	20
One year-Visual <u>&amp; Performing Arts or One year of</u> -Foreign Language	10
1 year	10
Electives//Other Classes	90
Total Credits Required	200

<sup>\*</sup> Requirements may be individually adjusted to fit the specific learning strengths and disabilities of each student.

Requirements may be individually adjusted to fit the specific learning strengths and needs of each student.

# Special Education Students

It is the responsibility of The IEP team to ensure ensures that a student's course of study is consistentaligns with their post-secondary goals and that, actively involving the student plays a meaningful role in the IEP process to avoid assumptions that could eliminate prevent limiting future opportunities. All instruction and testing accommodations allowed within the general education area should be explored before deciding Before concluding that a student may not be capable of carningable to carn a College Prep Diploma, the team explores all available instructional and testing accommodations within the general education setting.

This option is to be provided decision occurs on an individual basis only, must be, forms part of the student's IEP, and must be approved by requires approval from the IEP team, the Principal, and the Director of Special Education. For Special Education students who qualify for an IEP with an intellectual disability, this option can be taken pursue this option upon enrollment inat LPS. For all, while other Special Education students, this option becomes available become eligible at the end of 10th grade. If When this option is taken, Dschosen, previously earned in prior grades Ds may be retroactively be made counted as credit-bearing.

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#### This option must involve

The IEP team conducts a formal IEP team-process that includes clear explanation and understanding ofto clearly explain the opportunities, rights, and limitations associated withof earning a State Basic Requirements Diploma versus a College Prep Diploma. Exceptions made Any modifications to the College Prep expectations should be tightly tunedare precisely tailored to student's the student's disabilities so that students are rigorously challenged, ensuring they continue to face rigorous challenges in their areas of strength-areas.

#### General Education Students

In rare easesexceptional circumstances, a waiver may be granted to allowallowing a general education student to earn a Leadership Public Schools State Basic Requirements Diploma. This option is reserved for easesstudents who:

Have shown remarkable perseverance in which a student:

- has persevered in school through great the face of significant hardship
- Would needrequire more than 5five years + summer to earn, including summers, to complete the requirements for a College Prep Diploma

Certificate of Educational Achievement for Special Education Students

A student with disabilities may be awarded receive a Certificate of Educational Achievement (in lieuplace of a diploma) if the student has satisfactorily method have successfully fulfilled one of the following requirements criteria:

- Completed a prescribedan alternative course of study as outlined and approved and defined in the student's their IEP
- Met his/hertheir individualized goals and objectives during high school, as identified in thetheir IEP
- Attended high school, and actively participated in the instruction as prescribed specified in the their
- Met the objective of the statement of Achieved the objectives outlined in their transition services plan

In accordance with Per Education Code Section 56391, a students with disabilities who meets meet any of the these criteria specified above shall be are eligible to participate in any graduation ceremonyceremonies and any school activity related to graduation in which a graduating student of similar ageactivities, just like their peers without disabilities would be eligible to participate.

These options are additional in addition to, and separated is time to from, the ongoing accommodations to curriculum and assessments as specified by provided through the IEP to accommodate students' disabilities while preserving the overall, which maintain the rigor of the core academic course while addressing the student's specific needs.

#### Transfer of Courses/College Entrance Requirements

<u>Coverning</u>Law: If the proposed school will serve high school pupils, a description of how 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

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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.

California Education Code Section 47605(b)(5)(A)(ii).

Parents will be notified of the acceptability of credit for transferring into or out of the School.

## Parent Notification Regarding Course Eligibility for College

As discussed in Element A, the

The Charter School's graduation requirements are based on the University of California California's "A-G" requirements. LPS'LPS's courses either have received approval or will be submitted for approval are approved by the University of California. The parents and students at the Charter School will be notified periodically via the LPS website, school materials and/or mailed letters of both the prospective course eligibility for the University of California and the courses as they are approved the student/parent handbook.

## Parent Notification Regarding Credit Transferability

Students seeking to transfer into the School

<u>Parents and students</u> will be notified in person <u>during parent meetings</u>, or via email, or a mailed letter of the prospective credit transferability, when students are transferring into or out of the Charter School. LPS includes the following initial plan for credit transferability for students transferring to the <u>Charter School</u>:

Course at Former School	Credit Granted at LPS
A grade of C or higher in UC approved course at other school.	Full credit at the <u>Charter School</u> .
A grade of C or higher in non- UC approved course at other school.	Full course credit upon LPS' review of the course description and determination that the course is comparable with the School's courses.
A grade of D+ or lower in any course at other school.	No course credit unless LPS determines the work performed meets the minimum proficiency and content requirements of LPS' courses.

It is important to note that even if courses from other schools are given full course credit at LPS, students must still meet the <a href="Charter\_School"><u>Charter\_School</u></a>'s graduation requirements even if these are higher than the previous school. <a href="Students can apply for waivers from LPS"><u>Students can apply for waivers from LPS on a case by case basis.</u></a>

It is expected that the local schools will give full course credit to University of California approved courses and will give due consideration to elective courses and other courses that are offered at the <a href="Charter"><u>Charter</u></a> School but are not part of the <a href="Charter"><u>Charter</u></a> School's graduation requirements or approved by the University of California. <a href="Parents will be notified of these matters via parent meetings, letters or emails."><u>Parents will be notified of these matters via parent meetings, letters or emails.</u></a>

# **WASC Accreditation Status**

LPS Oakland R&D serves students in grades 9-12, LPS Oakland R&D obtained is currently mid-way through the Western Association of Schools and Colleges (WASC) 6-vear accreditation before Charter School graduates its first class of students.

In the fall of 2012, LPS Oakland R&D submitted their petition for cycle. This status reflects our ongoing commitment to maintaining high academic standards and continuous school improvement. As part of this process, we are actively reviewing our progress towards the goals outlined in our last accreditation. After April of 2014, WASC granted accreditation for LPS Oakland R&D 9th and 10th grades. The following year, the same committee returned to observe the school after LPS Oakland R&D submitted a Substantive Change petition to add grades 11

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and 12. On Eahmany 4. 2014. 6	ha Commission	rrantad I DS Oal	zland D frD'a va	quart In the fall
and 12. On February 4, 2014, to of 2015 the staff engaged in a f	ne Commission g full self-study	<del>sranted LPS Oal</del>	<del>kland R&amp;D's re</del>	<del>quest. In the fall</del>

culminating in a WASC visit in February 2016. In June 2016, LPS Oakland was fully accredited for a 6 year term expiring in June 2021and implementing strategies to further enhance student learning and overall school performance. We remain dedicated to upholding the rigorous standards set by WASC and are preparing for the mid-cycle visit in Spring 2025 to ensure we continue providing a high-quality education for all students.

# Academic Calendar & Schedule

The LPS Oakland Calendar, and Bell Schedule, and Instructional Minutes can be found in Appendix A.

## Staffing &

# LPSO School Calendar 2024-2025



	July 2024					
М	Т	w	Th	F		
1	2	3	4	5		
8	9	10	11	12		
15	16	17	18	19		
22	23	24	25	26		
29	30	31				

21-19 Summer School (start/end)
4 Independence Day
29 9th Grade Orientation
30 10-12th Grade Orientation

	August 2024					
М	F					
			1	2		
5	6	7	8	9		
12	13	14	15	16		
	20	21	22	23		
26	27	28	20	20		

15,16 Freshman Retreat 19 First Day of School



- 2 Labor Day 12 Back to School Night (Min. Day)
- 20 LatinX Heritage Month 27 Q1 Progress Report Grades Due

	October 2024					
M T W Th						
	1	2	3	4		
7	8	9	10	11		
14	15	16	17	18		
21	22	23	24	25		
28	29	30	31			

14 Indigenous Peoples' Day 25 Network PD- No School

	Nov	ember a	2024	
М	T	w	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

11	veterans Day
	Fall Break Thanksgiving Break

	December 2024					
М	Т	w	Th	F		
2	3	4	5	6		
9	10	11	12	13		
16	17	18	19	20		
23	24	25	26	27		
30	31					

- 6 Q2 Progress Report Grades Due
- 23,24 Winter Break 25 Christmas Day 26-31 Winter Break

	January 2025						
М	M T W Th F						
		1	2	3			
6	7	8	9	10			
13	14	15	16	17			
20	21	22	23	24			
27	28	29	30	31			

- New Year's Day
   Winter Break
   Staff Work Day-No School
   Martin Luther King Jr. Day
- 24 Network PD-No School
- 6 **17** 18
  - 14 African American History Month
- 28 Q3 Progress Report Grades Due

	March 2025							
М	M T W Th F							
3	4	5	6	7				
10	11	12	13	14				
17	18	19	20	21				
24	25	26	27	28				
24								

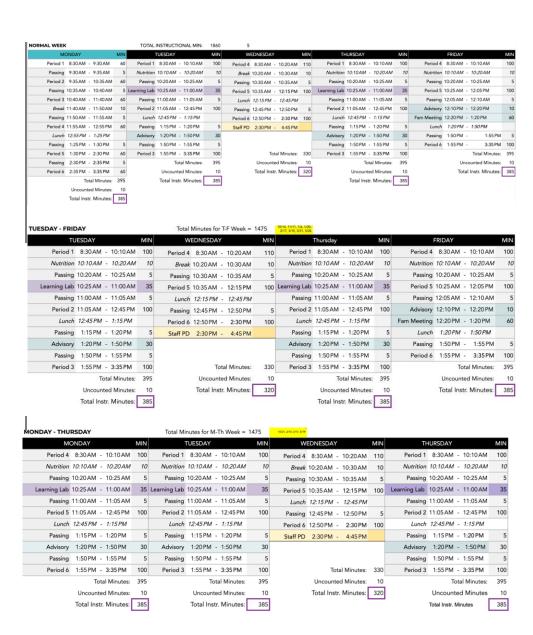
- 10 Health & Wellness Holiday 21 Network PD
- 31 Cesar Chavez Day

	April 2025						
М	Т	w	Th	F			
	1	2	3	4			
7	8	9	10	11			
14	15	16	17	18			
21	22	23	24	25			
28	29	30					

- 4 Quarter 3 Grades Due 7-11 Spring Break
- 9 16 23
  - 16 Q4 Progress Report Grades Due
  - Asian American and Pacific Islander Heritage Month
     Memorial Day
- 13 20 27 18 25 24
- 13 Last Day of School 19 Juneteenth

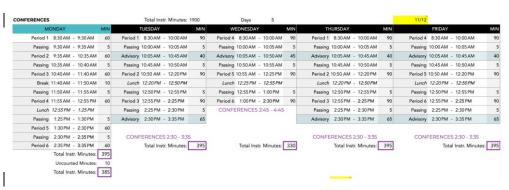
NO SCHOOL-All Network Holiday
NO SCHOOL-Winter/Spring break
NO SCHOOL- Professional Development
First and Last Days of School for Students

Start & End Dates							
Start	8/19						
Winter Break:	10/23-31						
Spring Break:	4/7-11						
End	6/13						



FIRST WEEK OF	SCHOOL SI		Total	Minutes for 1st Week =	1800	5											
M	ONDAY	MIN		TUESDAY	MIN	W	EDNESDAY	ħ	MIN	Th	HURSDAY		MIN		FRIDAY		MIN
Period 1	8:30 AM - 9:20 AM	50	Period 1	8:30AM - 10:10AM	100	Period 4	8:30 AM - 10	:20AM	110	Period 1	8:30 AM - 1	10:10 AM	100	Period 4	8:30 AM	- 10:10AM	100
Passing	9:20 AM - 9:25 AM	5	Nutrition	10:10AM - 10:20AM	10	Break	10:20 AM - 10	:30AM	10	Nutrition	10:10AM -	10:20AM	10	Nutrition	10:10AM	- 10:20AM	10
Period 2	9:25 AM - 10:15 AM	50	Passing	10:20 AM - 10:25 AM	5	Passing	10:30 AM - 10	:35AM	5	Passing	10:20 AM - 1	10:25 AM	5	Passing	10:20 AM	- 10:25 AM	5
Passing	10:15 AM - 10:20 AM	5	Learning Lab	10:25AM - 11:00AM	35	Period 5	10:35 AM - 12	:15 PM	100	Learning Lab	10:25 AM - 1	11:00 AM	35	Period 5	10:25 AM	- 12:05 PM	100
Period 3	10:20 AM - 11:10 AM	50	Passing	11:00 AM - 11:05 AM	5	Lunch	12:15PM - 12	2:45 PM		Passing	11:00 AM - 1	11:05 AM	5	Passing	12:05 AM	- 12:10AM	5
Break	11:10AM - 11:20AM	10	Period 2	11:05 AM - 12:45 PM	100	Passing	12:45 PM - 12	:50 PM	5	Period 2	11:05 AM - 1	12:45 PM	100	Advisory	12:10 PM	- 12:20 PM	10
Passing	11:20 AM - 11:25 AM	5	Lunch	12:45PM - 1:15PM		Period 6	12:50PM - 2	:30 PM	100	Lunch	12:45 PM - 1	1:15 PM		Fam Meeting	12:20 PM	- 1:20 PM	60
Period 4	11:25 AM - 12:15 PM	50	Passing	1:15 PM - 1:20 PM	5	Staff PD	2:30 PM - 4	:45 PM		Passing	1:15 PM - 1	1:20 PM	5	Lunch	1:20 PM	- 1:50 PM	
Lunch	12:15 PM - 1:00 PM		Advisory	1:20 PM - 1:50 PM	30				П	Advisory	1:20 PM - 1	1:50 PM	30	Passing	1:50 PM	- 1:55 PM	1 5
Passing	1:00 PM - 1:05 PM	5	Passing	1:50 PM - 1:55 PM	5					Passing	1:50 PM - 1	1:55 PM	5	Period 6	1:55 PM	- 3:35 PM	100
Period 5	1:05 PM - 1:55 PM	50	Period 3	1:55 PM - 3:35 PM	100		Total M	linutes:	330	Period 3	1:55 PM - 3	3:35 PM	100			Total Minutes	395
Passing	1:55 PM - 2:00 PM	5		Total Minutes:	395		Uncounted M	linutes:	10		Total	Minutes:	395		Un	counted Minutes	: 10
Period 6	2:00 PM - 2:50 PM	50		Uncounted Minutes:	10		Total Instr. Mi	inutes:	320		Uncounted	Minutes:	10		Total	al Instr. Minutes:	385
	Total Minutes:	335		Total Instr. Minutes:	385						Total Instr. N	Minutes:	385				
	Uncounted Minutes:	10										_					
	Total Instr. Minutes:	325															

TUESDAY - THU	IRSDAY		Total Minutes for 1st Week =	1/20			
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Period 1	8:30 AM - 10:10 AM	100	Period 4 8:30 AM - 10:20 AM	110	Period 1	8:30AM - 10:10AM	100
Nutrition	10:10AM - 10:20AM	10	Break 10:20 AM - 10:30 AM	10	Nutrition	10:10AM - 10:20AM	10
Passing	10:20 AM - 10:25 AM	5	Passing 10:30 AM - 10:35 AM	5	Passing	10:20 AM - 10:25 AM	5
Learning Lab	10:25 AM - 11:00 AM	35	Period 5 10:35 AM - 12:15 PM	100	Learning Lab	10:25 AM - 11:00 AM	35
Passing	11:00 AM - 11:05 AM	5	Lunch 12:15 PM - 12:45 PM		Passing	11:00 AM - 11:05 AM	5
Period 2	11:05 AM - 12:45 PM	100	Passing 12:45 PM - 12:50 PM	5	Period 2	11:05 AM - 12:45 PM	100
Lunch	12:45 PM - 1:15 PM		Period 6 12:50 PM - 2:30 PM	100	Lunch	12:45 PM - 1:15 PM	
Passing	1:15 PM - 1:20 PM	5	Staff PD 2:30 PM - 4:45 PM		Passing	1:15 PM - 1:20 PM	5
Advisory	1:20 PM - 1:50 PM	30			Advisory	1:20 PM - 1:50 PM	30
Passing	1:50 PM - 1:55 PM	5			Passing	1:50 PM - 1:55 PM	5
Period 3	1:55 PM - 3:35 PM	100	Total Minutes:	330	Period 3	1:55 PM - 3:35 PM	100
	Total Minutes:	395	Uncounted Minutes:	10		Total Minutes:	395
	Uncounted Minutes:	10	Total Instr. Minutes:	320		Uncounted Minutes:	10
	Total Instr. Minutes:	385	'			Total Instr. Minutes:	385

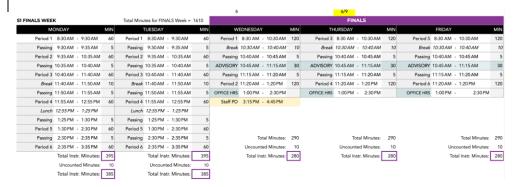


FIRST WEEK JAN 2025 Total Instr. Minutes: 1475 Days TUESDAY (1/7/) WEDNESDAY (1/8) 8:30 AM Period 1 8:30 AM Period 4 8:30 AM Period 4 8:30 AM - 10:20 AM 110 Nutrition 10:10AM - 10:20AM 10 Nutrition 10:10AM - 10:20AM 10 Nutrition 10:10AM - 10:20AM Break 10:20 AM - 10:30 AM 10 Passing 10:20 AM - 10:25 AM Passing 10:30 AM - 10:35 AM Passing 10:20 AM - 10:25 AM Passing 10:20 AM - 10:25 AM Learning Lab 10:25 AM - 11:00 AM 35 Period 5 10:35 AM - 12:15 PM rning Lab 10:25 AM - 11:00 AM 35 Period 5 10:25 AM - 12:05 PM Passing 11:00 AM - 11:05 AM 5 Passing 11:00 AM - 11:05 AM Passing 12:05 AM - 12:10 AM Lunch 12:15PM - 12:45PM Advisory 12:10 PM - 12:20 PM Period 2 11:05 AM - 12:45 PM 100 Passing 12:45 PM - 12:50 PM Period 2 11:05 AM - 12:45 PM 100 Lunch 12:45 PM - 1:15 PM Lunch 12:45 PM - 1:15 PM Period 6 12:50 PM - 2:30 PM Fam Meeting 12:20 PM - 1:20 PM Passing 1:15 PM - 1:20 PM Staff PD 2:30 PM - 4:45 PM Passing 1:15 PM - 1:20 PM Lunch 1:20PM - 1:50PM Advisory 1:20 PM - 1:50 PM 30 Advisory 1:20 PM - 1:50 PM 30 Passing 1:50 PM -1:55 PM Passing 1:50 PM - 1:55 PM Passing 1:50 PM - 1:55 PM Period 6 1:55 PM - 3:35 PM 100 Period 3 1:55 PM - 3:35 PM 100 Total Minutes: 330 Period 3 1:55 PM - 3:35 PM 100 Total Minutes: 395 Total Minutes: 395 Uncounted Minutes: Total Minutes: 395 Uncounted Minutes: Uncounted Minutes: 10 Total Instr. Minutes: 320 Uncounted Minutes: 10 Total Instr. Minutes: 385

Total Instr. Minutes: 385

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M	ONDAY	MIN		TUESDAY	MIN	W	EDNESDAY		MIN	TH	HURSDAY		MIN		FRIDAY		MIN
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Passing	9:30 AM - 9:35 AM	1 5	Nutrition	10:10AM - 10:20AM	10	Break	10:20 AM - 10	0:30AM	10	Nutrition	10:00AM	10:10AM	10	Nutrition	10:10AM -	10:20 AM	10
Period 2	9:35 AM - 10:35 A	M 60	Passing	10:20 AM - 10:25 AM	5	Passing	10:30 AM - 10	0:35 AM	5	Passing	10:10 AM	10:15 AM	5	Passing	10:20 AM -	10:25 AM	5
Passing	10:35 AM - 10:40 A	M 5	Learning Lab	10:25 AM - 11:00 AM	35	Period 5	10:35 AM - 12	2:15PM	100	Learning Lab	10:15 AM -	10:50 AM	35	Period 5	10:25 AM -	12:05 PM	100
Period 3	10:40AM - 11:40A	M 60	Passing	11:00 AM - 11:05 AM	5	Lunch	12:15PM - 12	2:45 PM		Passing	10:50 AM	10:55 AM	5	Passing	12:05 AM -	12:10 AM	5
Break	11:40 AM - 11:50 A	M 10	Period 2	11:05 AM - 12:45 PM	100	Passing	12:45 PM - 12	2:50 PM	5	Period 2	10:55 AM	12:25 PM	90	Advisory	12:10 PM -	12:20 PM	10
Passing	11:50AM - 11:55A	M 5	Lunch	12:45PM - 1:15PM		Period 6	12:50 PM - 2	2:30 PM	100	Lunch	12:25 PM	12:55 PM		Fam Meeting	12:20 PM -	1:20 PM	60
Period 4	11:55 AM - 12:55 F	M 60	Passing	1:15 PM - 1:20 PM	5	Staff PD	2:30 PM - 4	4:45 PM		Passing	12:55 PM -	1:00 PM	5	Lunch	1:20 PM -	1:50 PM	
Lunch	12:55 PM - 1:25 PI	1	Advisory	1:20 PM - 1:50 PM	30					Period 3	1:00 PM -	2:30 PM	90	Passing	1:50 PM -	1:55 PM	5
Passing	1:25 PM - 1:30 PM	1 5	Passing	1:50 PM - 1:55 PM	5									Period 6	1:55 PM -	3:35 PM	100
Period 5	1:30 PM - 2:30 PM	1 60	Period 3	1:55 PM - 3:35 PM	100		Total M	/linutes:	330							Total Minutes:	395
Passing	2:30 PM - 2:35 PM	1 5		Total Minutes:	395		Uncounted M	/linutes:	10		Tot	al Minutes:	330		Unc	ounted Minutes:	10
Period 6	2:35 PM - 3:35 PM	1 60		Uncounted Minutes:	10		Total Instr. Mi	linutes:	320		Uncounte	ed Minutes:	10		Tota	Instr. Minutes:	385
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	Total Instr. Minute	s: 385	]														

Total Instr. Minutes: 385



## **Professional Development**

Recruiting and Hiring of Teachers

The required teaching qualifications emphasize academic expertise in a chosen field, experience with urban, diverse youth in a classroom, collegiality and openness to collaboration, and competency in using technology to support personalized learning. From experience, we have learned that collegiality and openness to collaboration are particularly important in new and small schools as the community builds a supportive culture. We have also learned that experience in working with urban, diverse students is a critical component of ensuring success for students who are academically struggling or having difficulty dealing with issues that plague urban communities.

LPS Oakland's hiring process is rigorous and aims to involve multiple constituencies. All potential LPS teachers undergo a interview process to best gauge their skill, the extent to which their values align with the mission and culture of the school, and their openness to feedback, and learning and growing as a practitioner. The LPS principal selects strong candidates for an on-site interview based on the quality of their resume and results of an initial phone or skype interview. All candidates teach a demonstration lesson to a full class of LPS students and the lesson is observed by administrators and the host teacher. Following the lesson, there is a debrief with the applicant, assessing the candidate's ability to reflect on his or her practice and incorporate feedback. LPS students also complete a feedback form after the demo lesson, and the candidate reviews it. Sometimes candidates have been asked to teach a second lesson, providing additional insight into their practice and whether or not they can incorporate feedback. This process allows administrators to gain a sense of the candidate's lesson planning abilities, delivery of instruction, and openness to feedback.

Following demo lessons, candidates undergo an interview with a team consisting of the principal, academic dean, and a teacher-leader. While the demo lesson allows candidates to highlight their teaching practice, the interview gives the hiring team insight into teachers' values and working style. In addition to recruiting talented educators in the classroom, LPS looks for educators who are deeply committed to improving urban education and have a relentless desire to help all students achieve. With many interviews, the principal invites a handful of staff and students to meet candidates, allowing multiple members of the campus community the opportunity to interact with the teacher prior to hire. Teaching candidates are asked to reflect on the data results from their classroom and unit plans from their current classes. If the candidate demonstrates strong potential in all domains of the hiring process, an offer is made. Educators

provide differentiation so that students can learn at their own pace and provide equity within our contents. Differentiation is provided in the following ways: college-level courses, lesson differentiation, technology, collaboration between content teachers and resource specialists, intervention classes, ELD class, and different forms of media.

#### On-Going Professional Development

Leadership Public Schools prioritizes the support and professional development for all teachers. As a network of three schools, LPS offers a myriad of structured opportunities for teachers to engage in meaningful learning and growth. At the start of each year, the LPS Network holds a two-day new teacher orientation to introduce teachers to the LPS organization, home office support services, academic philosophies, achievements and philosophies. For new teacher orientation, the Network also ("PD") for all teachers. LPS maintains a focus on the features of an equitable classroom and the beginning of the year strategies and structures necessary to enact an equitable classroom culture from the start of the year. LPS Network also has 1:1 communication with all incoming teachers to review core curriculum content prior to starting the school year. In addition, new teachers are connected to mentor teachers ealled Course Facilitators—who walk new teachers through the Common Spine curriculum and pacing for common classes.

The LPS Network provides ongoing professional learning opportunities for all staff. Each August the school year is launched as a network in which teachers have the opportunity to connect in course-alike groups to plan and review the curriculum and assessments for the year. Over the course of each year, there is a cycle of <u>five (5)</u> teacher professional development days (5) during the school year that occur quarterly. During network-wide staff development days, teachers have the opportunity to reflect on their practice, collaborate, and learn strategies that are essential for the success of all learners. During 2016-1724-25, teachers have had the opportunity additional paid opportunities to reflect on the equity issues present in their classrooms and think about ways to disrupt inequities through their instructional moves, curriculum, grading and assessment. In addition to network-wide professional development, there are release days for deeper collaboration and professional development based on course groupteacher need. During these days teaching staff work individually, in department teams, and grade level teams to assess teaching and learning practices. The eyele of inquiry model provides a lense to view and reflect on student achievement and challenges, in order to press towards the school mission and vision. Some of these scheduled All-Staff PD sessions this year include: Restorative Justice Practice, Culturally Responsive Pedagogy, Mastery-based Grading, Project-based Learning, Family Engagement, NWEA/MAP Data Analysis, Safety Procedures, DeansList Software Training, Securly Software Training, Google Read and Write Training, California Standards for the Teaching Profession 1-6, EL Achieve's Constructing Meaning for Content Instruction, ELPAC Testing, and Parent-Teacher Home Visits Training.

Finally in June, the year ends with Curriculum Institutes for select course groups to provide an opportunity for annual curriculum and assessment revision as well as opportunities to reflect on areas of growth and need from the school year. Prior to the start of the school year, LPS Oakland does several things to support the onboarding of new teachers. Each new teacher is asked to participate in the school's annual Summer Bridge program for incoming 9th grade students as an opportunity to build relationships and support the teachers in observing effective strategies in real time. LPS Oakland also provides a two day site PD in August for new teachers and staff to learn about the school context and community. All LPS Oakland teachers receive new teacher handbook that details all of the policies and practices of the organization. In addition, LPS Oakland R&D also has a staff handbook that In 24-25, teachers were offered an optional week of Professional Development ahead of the required PD days. This week-long orientation included training on Restorative Justice, Culturally Responsive Pedagogy, grading for equity, Scope and Sequence, MTSS, Work-Based Learning, and cross-curricular planning. 95% of teachers opted into this additional PD

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opportunity. LPS Oakland also has a staff handbook it provides to teachers at the beginning of each year. With respect to all LPS Oakland teaching staff, the professional development program includes site-specific professional development in August and weekly collaboration days every Wednesday. During the weekly collaboration times staff will, among other things, engage in data analysis, planning time for collaboration, training in effective, differentiated instructional strategies, classroom management, plan collaborative cross-curricular projects, and receive training in effective, differentiated instructional strategies, classroom management supporting English Learners, and Special Education students. Additionally, in 23-24 we began to use the Constructing Meaning framework, developed by EL Achieve, to support writing across the curriculum and strategies to engage with text in each content area. Teachers will continue to receive support in using this literacy framework in all classes. This program is designed to support the challenging work of enabling all students to achieve while also closing the achievement gap for traditionally underserved students. Professional development is adjusted annually to account for any new legal requirements, as applicable.

supporting English Language Learners, and Special Education students. This program is designed to support the challenging work of enabling all students to achieve while also closing the achievement gap for traditionally underserved students.

#### D. SCHOOL CULTURE

A calendar of Networkwide PD days can be found in the appendices.

#### **School Culture**

#### Planned Cultural Values

Schools have a responsibility to help young people explore the values and strengths afforded to them by their experiences, families\_ and communities. We also recognize that media, economic scarcity, trauma, structural inequality and other elements of our society may deteriorate values that support a sense of belonging, academic mindsets\_ and self esteem. Therefore, we commit to providing opportunities for students to explore their identity and values while providing opportunities for them to analyze how history and modern society impact our habits, beliefs\_ and perspectives. To make this possible, LPS Oakland stakeholders generated our four core\_school\_values (Hard Work, Caring, Resiliency, Integrity). These values help LPS Oakland educators and students to utilize a common language for how we expect each other (both our students and staff) to engage with learning, struggle, the community, and their goals.

We define Hard Work as the quality of putting in a great deal of perseverance and effort towards a goal. It calls us to consider preparation, on-task behavior, attendance and tardiness, organization, progress toward graduation, tutoring, grade monitoring, and involvement in extracurricular activities. It calls us to acknowledge the individual and collective work we must put in to achieve success for our families, our communities, and ourselves.

Caring at LPS Oakland is described as the effort made to keep yourself and others happy, successful, safe, and healthy. When we speak with our students and staff about exhibiting caring, we refer to supporting others, being considerate, showing appreciation, keeping a clean environment, upholding common agreements, using academic language, and building trust with each other.

Our third value, Resiliency, is the ability to become strong, healthy, or successful again after something bad happens. Resiliency includes having a growth mindset, managing stress, setting goals and overcoming obstacles, self advocating, dealing with frustration, and developing a self identity. This value speaks to the experience of living and going to school in Deep East Oakland, where students may experience violence or trauma outside of school grounds. Despite the inequality present in this student experience, students must, with support, be able to recover from adverse events to persevere in reaching their academic goals.

Our fourth value, Integrity, is the quality of being honest, fair, and true to oneself. When we think about integrity at LPS Oakland, we ask staff and students to consider honesty, being true to yourself, valuing your education, taking a stand, exhibiting self reflection, and being a role model for self and others. In the age of AI, integrity is becoming an ever more important value to uphold. Integrity also means that teachers and staff structure grading policies to emphasize mastery rather than compliance.

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Importantly, LPS Oakland has developed systems and structures around ways to enact the school values. With respect to positive behavior structures, the <a href="Charter">Charter</a> School provides many opportunities for students to gain positive feedback and support for engaging in behaviors that are aligned to our four core values. Most deeply embedded in the LPS Oakland advisory program, students set goals around the core values and have opportunities to reflect on them individually, with their advisors, and with their families. Weekly during the school's Friday Family Meetings, students and staff have an opportunity to recognize students for the various ways they are fulfilling one of the values. Also, LPS Oakland's Student Support System (consequence system) also builds on the school's values in that when concerns arise in the classroom, students have the opportunity to reflect on the situation through the lens of the school values.

In addition to supporting students' socio-emotional development, LPS Oakland core values support academic behaviors as well. The school LPS Oakland has developed several programs connected to the core value of Hard Work. Students have the opportunity to attend the after school tutoring center named the "Wolf's Den" both in the form of a student seeking assistance or as a student serving as a tutor. Academic goal-setting in Advisory, and tutoring attendance during teacher office hours normalizes the importance of seeking help when needed in the service of one's goals.

We have seen that when these values are taught and reinforced that, it helps our teachers and students reach an understanding that our school is intentional about creating a counter cultural space. healthy school culture. LPS Oakland community members know they will often be held to higher expectations than society has for them. It allows us to be more direct and efficient in redirecting behaviors that do not align to our core values.

These common values help create a clarity of purpose and urgency that maximizes learning time and creates safe learnings spaces for students to learn collaboratively, independently, and in partnership with their teachers.

# Explanation of Systems, Practices and Traditions

Our four core values live within every element of our school. Before deciding to enroll at LPS Oakland, our Enrollment team describes the impact of the core values on their learning and experiences. For example, at a recent panel with current students and prospective 8th graders, our student panel described how the values have had a positive influence on their personal and social development.

Before the start of ninth grade, our freshmen participate in Summer Bridge and a Ninth Grade Retreat, to UC Santa Cruz, in order to gain exposure to the college experience and to set the expectation that we are working towards college readiness. During Summer Bridge, students learn about our values through various interactive lessons the retreat, students engage in team-building activities by Advisory, and are recognized for demonstrating the values through in-class appreciations and whole school awards. During the Retreat, students continue these rituals through the various activities they participate in with their Advisory teams core values.

Beyond these two initial activities, our core values live within our school structure. Staff utilize the values to recognize positive choices that students make during the school day, as well as in connection with classroom expectations, and document using DeansList, so that not only the rest of the school is aware of these positive behaviors, but so are parents. Students and teachers reflect on the values during weekly Advisory lessons. They, when DeansList reports go out to each student. Students also utilize the values when presenting their twice—yearly Student Led Conferences—("SLC"). Students are also recognized for

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<del>lents receive.</del>	only werning to o	onsi <b>co</b> i now to	expand the reco	gintion and avv	

Our students participate in interview panels for prospective staff members, where they also describe the core values to the interviewee and the impact the values have on them. This is an excellent time to see our students demonstrating our values in action, and describing the impact that they have on them.

For our staff, we recognize each other weekly in professional development through our "Core Value Awards." We have an award for each core value, and weekly staff members publicly recognize a colleague for demonstrating a specific core value. This community builder supports our staff in staying grounded in upholding our values for ourselves as well as students. Extracurricular Activities. Programming

Our school partners with various organizations, as well as utilizes staff members, to develop extracurricular programming. Currently staff members lead the following extracurricular activities:

- All Student Body (ASB): governing board for all school activities. The ASB guides and supports all
  fundraising and schoolwide events. ASB meets weekly. ASB is programmed into the Master
  Schedule this year for the first time as a credit-bearing class.
- Black Student Union (BSU): led by several staff members, our BSU has continued to grow, this year
  developing programming such as film screenings and discussion forums. The BSU meets weekly.
- Castlemont Sports Teams: our students actively participate in the Castlemont sports teams something we take great pride in! Our students love participating in nearly all sports, including football, soccer, swimming, basketball, and track and field.
  - Girls Who Code: co led by LPS Oakland and Castlemont Computer Science teachers,
     Girls Who Code is a once weekly after school program that supports our female students in exploring coding outside of the CS classroom.
  - Slam Poetry Club: advised by a staff member, students in this club meet once per week to write and perform poetry through a partnership with Youth Speaks.
  - Acapella Club: a new club advised by staff members for students interested in exploring music. The club meets multiple times per week.
  - Wolf's Den: four times after school per week, led by our Intervention Counselor and staffed by two teachers and several student tutors. This academic intervention is a space for all students to complete homework and assignments in a supportive academic environment.

# E. STUDENT RECRUITMENT & ENROLLMENT

Our vision is that all students — regardless of background, ethnicity, or neighborhood — receive an excellent education that propages them to succeed in college and improve their community.

LPS Oakland (LPS) has joined with Enroll Oakland Charters (EOC), a single enrollment resource based on needs expressed by local families. EOC continues to look for ways to collaborate with the District, in the spirit of serving all families well. Our relationship with EOC allows us to adhere to one timeline for applications and enrollment, utilize one common

application (online & paper), participate in joint recruiting & marketing initiatives about EOC, share data with other charters about enrollment and coordinate better with other charters about mid-year entries and transfers.

LPS conducts a school based enrollment lottery to select students for the incoming 9th grade class. Transfer students applying for 10th, 11th, or 12th grade must submit this form but will not participate in the lottery. By law, charter schools must use a lottery if the school has more applicants than spaces. The only requirement to participate in the enrollment lottery is the completion of the EOC application (available online/smartphone enabled/paper).

LPS Oakland prides itself in a 95% re-enrollment rate from year to year.

Below please find more details on our enrollment outreach and requirements.

#### **Enrollment Outreach**

Consistent with the intent of the charter law, LPS will strive to ensure that the student population at the school roughly represents the population of East Oakland with outreach and monitoring efforts that may include, among other things:

- A multi-part enrollment process (see detailed Enrollment Plan in Appendix F) and lottery.
- Partnerships with District middle schools to build student success pipelines as well as to make presentations and provide orientation material.
  - Outreach through the OUSD Common Enrollment process and presentations at community organizations, independent schools, faith based organizations, and local youth organizations;
  - Collaboration with community based organizations to support outreach efforts, \*
     Use of brochures, newsletters, TV/Radio public service announcements, print and
     non-print media for outreach communications,
  - Distribution of materials in languages in English and Spanish, and other frequently spoken languages;
  - Posting enrollment information on the LPS and School site websites;
  - Performing home visits in targeted neighborhoods;
- Building capacity of students and families to outreach to targeted communities; and
- Hosting information sessions, school tours and community service events.

Because the LPS Oakland R & D student population is under represented in terms of African American students, particular efforts will be made to outreach to community organizations, churches, communication avenues and informal networks within this community see detailed Enrollment Plan in Appendix F.

This work is already underway through a partnership with Parker K-8, a predominantly African American neighborhood school. In 2015 LPS begin working with Parker 7th graders in a special math support program. Those students are now the current 8th grade and are part of an early high

school partnership that brings them to LPS for activities and tutorials. We are also including Parker parents in LPS parent activities and reaching out in other ways to that community. A similar math support program was also initiated with Frick Middle School.

#### **Enrollment Requirements**

LPS Oakland is open to all students. Admission tests are not required. Assessments will be administered to determine individual instructional programs only once students are admitted. These tests will serve as diagnostics of student's reading writing and math proficiencies and help with class placements.

Our only admission requirement is that students/families complete the EOC application (available online/smartphone enabled/paper). We will host information sessions and open houses, and post the dates online and in our outreach materials. We strongly recommend that one parent/guardian attend an information session prior to the lottery, but it is not a requirement to apply.

LPS is committed to maintaining a diverse student body. To attain our vision of a racially and economically diverse student population, including traditionally underserved students, English Learners and Special Education students, we use multiple targeted recruitment and outreach strategies. We exert considerable effort recruiting students from middle schools and community student programs serving low-income students.

Admission shall be open to any California resident who wishes to attend the School, including Special Education students and English language learners, and LPS will not impose admission requirements.

If the number of students interested in attending the School exceeds the School's capacity, enrollment for those grade levels shall be determined by a public random drawing ("lottery") as required by law. Preferences in the lottery shall be given in the following order:

- 1. Siblings of enrolled students.
- 2. Children of LPS staff.
- 3. Foster/Homeless Youth
- 4. Students who reside within the Castlemont High School attendance area
- 5. Students not yet meeting grade level standards
- 6. Students who reside within the Oakland Unified School District

A waiting list of applicants at each grade level shall be maintained to fill vacancies that occur during the school year. The order of the waitlist shall be established at the time of the lottery through the continuation of the public random drawing process. Applications filled out after the lottery will be added to the waitlist in the order received until the beginning of the next enrollment season. LPS may also add enrollment preferences specifically required by charter school facility subsidy programs such as SB 740 and state bond programs (e.g., preferences for specific attendance areas).

As indicated previously, the School will be nonsectarian in its programs, admissions policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any student on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, 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 or association with an individual who has any of the aforementioned characteristics). The School shall comply with all applicable legal minimum and maximum age requirements for admission.

Subject to further refinement and adjustment, the timeline for student enrollment applications shall be:
November through February

- Extensive student outreach as provided in outreach plan included in supplementary information.
- Applications due mid February March
- Student enrollment determined (per public random drawing if more students apply than school capacity at any grade level).
- · Wait list created in the order drawn in lottery.
- Students notified of enrollment/wait list status.

#### April through August

- Students accept/reject enrollment.
- Additional lotteries conducted as needed if waiting list is exhausted.
- Incoming Class is finalized.
- Orientation Letters sent regarding Leadership Retreat dates and School policies.
- Summer Bridge program for entering 9th graders.
- Welcoming letter sent to families introducing Advisor and details regarding LPS retreats
- Pre opening Parent Association get together.
- School Opening.

# F. STUDENT ENGAGEMENT & SATISFACTION

#### Student Attendance

Our goal for attendance is a minimum of 93% attendance. We communicate the importance of attendance from a student's first days at Summer Bridge before their freshman year. Consistent family communication is utilized to ensure that students and families understand the importance and impact of attendance on reaching our schoolwide goals of preparing students for college and career. In addition to strong family communication, we monitor attendance through a team of School Manager, Enrollment Coordinator, Wellness Coordinator, Dean of Students, and Principal. This team holds attendance

meetings with students and families with persistent attendance struggles, as well as support students and families in ensuring access to resources to support strong attendance. Lasty, we communicate to our families the importance of utilizing our planned school breaks for vacations or trips through home communication and one on one meetings with families.

#### Chronic Absences

We continue to monitor our attendance at minimum on a weekly basis. For chronic absences, we refer students and families to our Wellness and Support Services Coordinator, Sal Leon. Sal supports families and students in connecting with in school and outside resource providers to ensure that supports are implemented and accessible. He holds meetings with students and families, conducts home visits, and stays in constant communication. Like most aspects of our school, we take an "all hands on deck" approach to supporting students who may have chronic absences. Members of the administrative team, counseling department, and teaching staff all support students in various ways for chronic absences.

#### Drop Out Recovery Plan

Our strong college counseling program begins in ninth grade and continues to (and beyond) graduation. Through our Measure N pathway development and Merritt partnership, we aim to support students in finding connections and purpose in school. Our increasingly varied course offerings aim to develop student interests and connection to school. Our consistent academic growth and progress monitoring places students in support classes as needed, particularly math and reading intervention in ninth grade, to ensure that students receive targeted support. Through our growing intervention programming, our Tier 2 providers support students in goal setting, and many of our students utilize a check in/check out system with their Tier 2 service provider. Our college counselor holds specific groups during advisory to support students at risk of dropping out/not graduating. This year we adjusted our senior class advisory rosters to support our community college bound students in developing a strong and supportive community as well.

# G. COMMUNITY SCHOOL: ONGOING FAMILY INVOLVEMENT & SATISFACTION

# Community Partnerships

LPS Oakland R&D partners with several local organizations to support the needs of our student population and is committed to regular community involvement. Through programs such as I'm Going to College Day and College and Career Week, students have the opportunity to gain hands on experience with specific colleges and careers of their choice. Students are able to hear from community members from Google, medicine, education, law, fire and rescue, and law enforcement.

With respect to the academic and career pathway program the school currently partners with Merritt College, Castlemont High School, and Network for Teaching Entrepreneurship to support the content. Through the school's partnership with Merritt College in the East Bay, students have been able to take courses such as Computer Science, Psychology, Communications, and Latin American Film. The school also has worked with I-SEEED and Castlemont High Schools Leona Kwon in effort to strengthen and build the Ethnic Studies course. In LPS Oakland's Economics class, students have work with NFTE, a community

organization dedicated to help students become entrepreneurs. Students took a semester with NFTE and were able to connect with community business leaders and business world mentors.

Because we work with such a diverse population of students who require a wide range of social/emotional care strategies, it is crucial that these services are readily available to students and families. Through our partnership with Children's Hospital and Youth Uprising, students are able to receive mental health services, job seeking services, and general healthcare. Counselors from Children's Hospital and Youth Uprising provide both personalized and group counseling for students and work with teachers to provide academic and emotional support. Through our Intervention and CARE team, teachers and staff make referrals for an SST (Student Support Team). This process helps teachers and staff come together with parents and counselors to create personalized interventions and supports to help students academically and emotionally. LPS Oakland also works with Peer Health Exchange as a way to provide responsive and developmentally appropriate health information to 9th grade students.

With respect to extra curricular activities, LPS Oakland has benefited from partnering many different organizations including Castlemont High School and Youth Speaks in order to provide diverse options for students to choose from. With Castlemont, students have the opportunity to participate in a variety of sports options including swimming, baseball, soccer, softball, football, basketball, and volleyball, Students have also been had the opportunity to participate with Youth Speaks. During 2014–15, Youth Speaks was part of the Academic Leadership class that provided an opportunity for students to connect with writers in the Bay Area. During 2015–17, the program continued as an after school program for all students with an additional program for our female students to develop writing and leadership skills with writing mentors.

#### **Families**

LPS Oakland is committed to regular involvement of our families and community partners, especially as it pertains to our English language learners. Through our parent outreach coordinator, families undergo a 1-1 onboarding process where they learn about the resources available to them through LPS and receive a student handbook. Parents are communicated with via autodialer every time a student is absent, and parent teacher conferences are set up to respond to academic or socio-emotional needs. Every fall we hold a back to school night and a community day for students and families. We communicate with families via autodialer and monthly newsletters.

We also work with our families through our school site council and our PGA (Parent-Guardian Association). Our students and families receive college counseling and 1-1 conferences with our college counselor in their home language. We provide translation support in all written and spoken communication. Twice yearly parents are also invited to Student Led Conferences with teachers. Teachers and parents review student's successes and areas of growth. Teachers and parents work together with students to create a plan of support for emotional and academic needs. Parents also work with our College Counselor to support the process of financial aid. Parents are also invited to annual awards celebrations to celebrate their student's success at the end of each semester

#### H. SPECIAL POPULATIONS

#### Special Education

Special Education Services for Students under IDEA

LPS does not discriminate on the basis of disability or special needs of any kind. LPS complies with the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"), Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA"), and all other state and federal laws governing special needs students. The School shall utilize its Student Study Team process to guide referrals of students for evaluation under Section 504 or the IDEA.

As allowed by law, LPS Oakland at its option may elect to participate and function as a public school of the District for purposes of special education, pursuant to Education Code Section 47641. Pursuant to Education Code Section 47641. and 56207, LPS as its own LEA, has partnered with the El Dorado County SELPA. LPS, in partnership with the El Dorado County SELPA, bears full responsibility for meeting the needs of special education students, working cooperatively with the SELPA to which it belongs, and providing services through a combination of internal staff, third-party service providers, or other arrangements. As the LEA for special education purposes, all special education funding attributable to LPS' students will flow directly to LPS pursuant to the SELPA's budget allocation plan, and LPS will not pay a portion of the charter authorizer's special education encroachment to ensure that the needs of all students with disabilities are met.

LPS Oakland will seek to maintain open communications with the SELPA and/or charter authorizer to ensure that students with exceptional needs are identified and that their needs are evaluated and served in compliance with all applicable laws. Additionally, LPS will notify in writing, the district of residence and the Authorizer when a Special Education student enrolls, becomes eligible, ineligible and/or leaves LPS. When a student with an IEP enrolls in or transfers out of LPS, the Special Education staff of LPS will email and/or write the sending or receiving district to assist the student in the transition from school to school.

#### Special Education Academic Program

Leadership Public Schools — Oakland will provide all students identified as learning disabled with access to the regular curriculum and to have their educational needs met through a combination of "Pull Out" and "Puch In" services.

Special education students who require additional and more intensive support are provided services in the Resource Specialist Program-(RSP). These services are provided based on the student's IEP and may include either Push In Services or a more traditional Pull Out program.

Push In services, refers to our Collaboration services, which provides special education in regular education classrooms. At LPS, most special education students receive the bulk of their instruction in regular classrooms, and collaboration is increasing. Collaboration helps to ensure students with learning disabilities get a Free Appropriate Public Education including specialized instruction in a regular classroom.

Collaboration Model — Lead Teacher Model: In classrooms where the lead teacher is the regular classroom teacher, the classroom teacher delivers the instruction in the subject area. The special education teacher is an observer who works with children after instruction to provide specially designed instruction—ensure understanding, and to provide adaptations and modifications.

Collaboration Models - Team Teaching: This involves both teachers simultaneously working together to teach a classroom of students. Either teacher who has the necessary background knowledge in the subject introduces new concepts and materials to the class. Both teachers work as a team to reinforce learning and provide assistance to students as needed. Special education teachers provide specially designed instruction to students with IEPs and regular education teachers can assist with this as well.

Consultation Models of Collaboration: A special education teacher may provide some instruction to students, but the majority of service is indirect. The special education teacher mostly provides guidance to the regular education teacher on how to modify instruction to meet the student's needs.

Ultimately, LPS believes that an inclusion model of support will help our students face the rigor of a comprehensive high school program while receiving the academic support necessary to ensure their school success. On occasion, it is necessary to provide students with disabilities with targeted, small group or individual academic support. For those students needing a more focused intervention, the Resource Specialist may schedule the students with small group or individual instruction. LPS also provides Special and Language Therapy services with a licensed Special and Language Pathologist or through Presence Learning Inc., our on line speech therapy services. Occupational Therapist or counseling services are also provided as required in the students IEP. All Designated Instructional Services are provided in small group or individual sessions.

Section 504 and Americans with Disabilities Act-("ADA")

LPS shall be solely responsible for compliance with Section 504.

LPS will adopt a policy which outlines the requirements for identifying and serving students with a 504 accommodation plan. LPS recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the School.

Any student who has an objectively identified disability which substantially limits a major life activity such as learning is eligible for accommodation by the School.

A 504 team will be assembled by the Principal or other designee and shall include qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options and the legal requirements for the least restrictive environment. The 504 team will review the student's existing records, including academic, social and behavioral records and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504

team who will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team will consider the following information in its evaluation:

- a) Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- b)a) Tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligent quotient.
- e)a) Tests which are selected and administered so as to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and noticed in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for special education assessment will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations are needed to ensure that the student receives the free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by LPS' professional staff. The parent or guardian shall be invited to participate in 504 team meetings where program modifications for the student will be determined and shall be given an opportunity to examine in advance all relevant records.

The 504 Plan shall describe the Section 504 disability and any program modification that may be necessary. In considering the 504 Plan, a student with a disability requiring program modification shall be placed in the regular program of the School along with those students who are not disabled to the extent appropriate to the individual needs of the student with a disability. All 504 team participants, parents, and guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, continued eligibility Student Clubs: take place 2x/week during the school day. Students are organized into activity clubs based on interest and use the time to explore diverse topics such as research science, novels, art, filmmaking, yearbook, fashion design, screen printing, billiards, coding, audio engineering, and sports.

## **Student Support and Interventions**

Multi-or readiness to discontinue the 504 Plan.

The School will operate its program in compliance with the Americans with Disabilities Act ("ADA"). With respect to facilities, the Oakland Unified School District may be responsible for compliance with ADA under applicable law if the School occupies a facility owned by the

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school district (e.g., under Proposition 39), and such responsibility is generally outlined in an MOU or facilities use agreement between LPS and the Oakland Unified School District.

## Response to Intervention

Tiered Systems of Support<sup>2</sup>

LPS Oakland implements a multi-tiered system of supports upports to effectively identify and respond to students' goals, strengths and needs. Academic, behavioral, mindset, and other aspects of student development and well-being are addressed through an integrated continuum of Tier I universal and Tiers II-III targeted interventions and supports.

With support from a federal Department of Education Transforming School Culture Grant (TSCG) beginning in Fall 2014, the school has been building out a research-based tiered system of support. We have utilized the Tiered Fidelity Inventory (TFI) to assess our progress with a focus on tiers I II. We have made significant progress while also having more work to do. Results shown below are on a 0-2 point scale, with 1 partial and 2 = full implementation:

Component	Average Score 2015	Average Score 2016	Change 2015 to 2016
1.01 Team Composition	1.00	2.00	1.00
1.02 Team Operating Procedures	1.40	2.00	0.60
1.03 Behavioral Expectations	2.00	2.00	0.00
1.04 Teaching Expectations	1.20	2.00	0.80
1.05 Problem Behavior Definitions	1.40	1.14	-0.26
1.06 Discipline Policies	1.20	1.57	0.37
1.07 Professional Development	1.20	1.43	0.23
1.08 Classroom Procedures	1.40	1.86	0.46
1.09 Feedback & Acknowledgement	0.80	<del>1.86</del>	<del>1.06</del>
1.10 Faculty Involvement	1.80	2.00	0.20
1.11 Student/Family/Community Involvement	0.80	0.86	<del>0.06</del>
1.12 Discipline Data	1.20	2.00	0.80
1.13 Data Based Decision Making	1.20	2.00	0.80
1.14 Fidelity Data	<del>1.80</del>	2.00	0.20
1.15 Annual Evaluation	<del>1.60</del>	2.00	0.40
2.01 Team Composition	1.00	1.29	0.29
2.02 Team Operating Procedures	1.00	1.29	0.29
2.03 Screening	0.80	1.43	0.63
2.04 Request for Assistance	<del>1.60</del>	2.00	0.40
2.05 Options for Tier II Interventions	<del>1.20</del>	1.29	0.09
2.06 Tier II Critical Features	0.80	1.29	0.49
2.07 Practices Matched to Student Need	1.40	1.00	-0.40
2.08 Access to Tier I Supports	1.40	2.00	0.60

<sup>2</sup> A graphic representation of the MTSS process can be found in the appendices of this charter. <u>LPS Oakland R&D Campus</u> <u>Charter Renewal Petition, January 2017</u>

2.09 Professional Development	1.40	2.00	0.60
2.10 Level of Use	1.00	2.00	1.00
2.11 Student Performance Data	1.20	<del>2.00</del>	0.80
2.12 Fidelity Data	0.80	2.00	1.20
2.13 Annual Evaluation	<del>1.40</del>	<del>2.00</del>	0.60

#### Tier I

#### Tier I

A range of research-based Tier I supports build connection, relationship, self-skills, and community as well as address academic needs. Key practices include four-year Advisory, weekly Family Meetings, student-led conferences, Wolf's Den-after-school tutoring via teacher office hours, peer tutoring, academic intervention courses, mindfulness, mastery grading retake policy, curriculum universal design, No Nonsense Nurturing classroom management model, and much more. Please see the Menu of Tiered Interventions provided as Attachment A.

School leaders, counselors, and coaches meet weekly as the Instructional Leadership Team (("ILT)") to review behavior, attendance, academic and other data. They use two web-based tools fed by the LPS central data system: The Weekly Dashboard and the Student Support Roster. Results are disaggregated by grade level, gender, ethnicity, English learning status, socio-economic background, and Special Education status, and Tier II involvement to ensure attention to success and progress for all students. The team identifies patterns of strengths and needs to prioritize and develops and leads changes and enhancements to teacher training and coaching, curriculum, extended day learning and enrichment opportunities, community events, and all other aspects of the school program in order to best meet students' ever-evolving interests, strengths, and needs.

## Tier II

## Tier II Process

A Tier II team provides individually targeted intervention with students experiencing persistent or escalating obstacles to school success and well-being. The Tier II Coordinator intakes all Tier II referrals and initially responds within 48 hours. SheThe Coordinator facilitates a weekly team meeting to review new referrals, match students with interventions and supports, and follow-up with continuing students. The Tier II team includes Counselors, Allies and the Principal, and Student Dean, and Academic Dean.

All school staff can refer a student for consideration for Tier II support-and; however, we emphasize the completion of a grade level team inquiry cycle, to gather data on student need, before referring to COST. Students can also self-refer. Additionally, when students go beyond established academic and behavior data point thresholds (< 2.0 GPA, 2 or more Ds/Fs, 3 or more behavior incidents, <90% daily attendance rate, and 10 or more missing/not-yet-passed mastery assignments) they are automatically elevated for Tier II consideration.

A set of established data tools enables the integration of implementation and outcomes data. The Tier II Coordinator maintains caseload information using the <u>Student Support List</u>, including the students, referral and services start dates, goals, assigned interventions, and follow-up

datesupdates. Tier II staff members document all provided services using the <u>Contact Log</u>. Teachers and staff document behavior and mindset incidents/problems as well as restorative conferences, student checkins, parent contact, teacher collaboration, and other supports using the <u>Teacher Entry Form</u>. The LPS central data system combines these data with GPA, grades, attendance, assignment, and student demographic data to make the <u>Student Support Roster</u> and <u>Student Support Dashboard</u>. Deans List as well as the <u>MTSS data tracker</u>. The team uses these tools weekly to review and reflect on students' progress, identify and address gaps in progress, consider and assign new referrals, and graduate students from Tier II as they meet their goals.

#### Tier II Practice

## **Guiding Principles:**

- Focus on student voice: inform thinking and action with the student's perspective on what is happening, what matters, and what is valuable to change or achieve
- · Identify and take real action on goals that matter to students as well as adults
- Connect & collaborate: coordinate adult response (providers, teachers, school leaders, and parents) and in the process build relationships in all ways possible
- Work within a **growth mindset** / **neuroplasticity frame**: we have unlimited power to grow and heal, especially when we work in community
- Use data wisely to inform action with the best information possible

Students referred to Tier II with more singular concerns are <a href="heldhelped">helphelped</a> by the Coordinator, who connects the student with needed resources such as academic intervention courses, therapeutic groups, tutoring, mental health services, vision screening, outside referrals, and more. For students facing more serious or complex barriers to school success, the core Tier II practice is an empathy-based, collaborative problemsolving "Check-In" approach. <a href="helphase">TheThis</a> approach is based on three research-based models: Check-in/Check-out, Ross Greene's Collaborative Problem-Solving model, and Life Space Crisis Intervention (("LSCI)-").

Check-Ins are offered in 5-6 week cycles, with a progress review and the option to continue at the close of each cycle. Each Tier II staff uses a version of this approach, meeting with each student 1-10 times each week depending on need (1 = "light touch", 10 = daily check-in and check-out from the school day).

The intent is to spotlight and address obstacles to success across these six dimensions:

Belonging

Relationship and trust building so that the student is ready to collaborate, take risks, and work toward goals "I believe in you and will be real with you; I am here to listen to you, help you, and support you to solve problems and achieve goals"

Belonging	Relationship and trust building so that the student is ready to collaborate, take risks, and work toward goals- "I believe in you and will be real with you; I am here to listen to you, help you, and support you to solve problems and achieve goals"
Pragmatic Steps	For students who are missing work, retakes, etc. Next steps would be directly related to these steps- "Turn in the following work on"
Academic Behaviors	The steps are not about turning something in, but behaving differently. "You need to organize your materials like" "You need to use your planner" or "Let's think of a way you can redirect yourself when you find yourself being off-task or distracted."
Academic Skills	For students with skill gaps large enough that it is important to focus on building those skills for future academic success. "Let's focus in Wolf's DenOffice Hours on the following numeracy skills using these materials"
Mindset for Learning	Helping students learn and develop growth mindset, self-awareness, and self-regulation- praising effort and growth, teaching self-calming skills, and more
Physical Needs	Addressing hearing, vision, or other health needs

The initial focus is relationship and trust-building. The goal is to listen fully to the student and help <a href="him/herthem">him/herthem</a> put forward goals and interests <a href="she/hethey">she/hethey</a> truly <a href="valuesvalue">valuesvalue</a>. As trust builds, the staff and student create an action plan, being clear about what they each will do and involving others (teachers, parents) in a team approach to solving problems and meeting goals. If the student does not name goals around GPA, attendance or behavior but is at risk in these areas, then the staff will discuss these data with the student and work collaboratively to add improvement targets in these areas.

Weekly, the Tier II staff reviews and reflects with the student on how things are going and on their progress on the action plan and goals. They review academic, attendance and behavior data and in particular assist students to connect with teachers around making up important missing or not yet passed mastery assignments. The Tier II staff meets with teachers and other involved providers, connects with parents/guardians, and refers students for additional opportunities and supports as needed to assist students to meet their goals. Additional services frequently include mental health counseling, tutoring, mentoring, and connection with neighborhood health and basic needs resources.

At the close of each cycle, the team reviews individual student progress and makes recommendations for continued Tier II services, graduation from Tier II, or referral for an SSTa Student Success Team ("SST") and potential Tier III assistance. At the close of each academic quarter, the team and school leaders review and reflect on Tier II participation and outcomes and enact changes to address gaps and build on program strengths.

## Tier III

Tier III services are provided when students face crises and/or negative school outcomes persist despite 2 or more cycles of Tier II support. The Student Success Team (SST)Team's strengths-based model is used to bring school staff, student, parents, and other involved providers together to take stock of the student's strengths and needs and develop a Tier III plan. Our partnerships with Children's Hospital Oakland (("CHO)") and Youth Uprising enable us to connect students with more specialized mental health support as needed. If learning problems persist, the team may also make a referral for assessment for special education.

#### Student Attendance

Our goal for attendance is a minimum of 93% attendance. We communicate the importance of attendance from a student's first days at Freshman Retreat. Consistent family communication is utilized to ensure that students and families understand the importance and impact of attendance on reaching our schoolwide goals of preparing students for college and career. In addition to strong family communication, we monitor attendance through a team that includes the Network Director of Student Services, School Manager, Enrollment Coordinator, Dean of Students, and Principal. This team holds attendance meetings with students and families with persistent attendance struggles and supports students and families in ensuring access to resources to maintain strong attendance, and plans home visits. Lastly, we communicate to our families the importance of utilizing our planned school breaks for vacations or trips through automated texts and calls, in person meetings, monthly newsletters, and DeansList reports.

#### Chronic Absences

We continue to monitor our attendance on a daily basis. For chronic absences, we refer students and families SART team, which is composed of our Attendance Coordinator, Dean, Principal, and student advisory teacher. This team supports families and students in connecting with in-school and outside resource providers to ensure that supports are implemented and accessible. The team meets with students and families, conducts home visits, and stays in constant communication. Like most aspects of our school, we take an all hands-on deck approach to supporting students who may have chronic absences. Members of the administrative team, counseling department, and teaching staff all support students in various ways for chronic absences.

## Drop-Out Recovery Plan

Our strong college counseling program begins in ninth grade and continues to (and beyond) graduation. Through our Measure N pathway development and Peralta partners, we aim to support students in finding connections and purpose in school. Our increasingly varied course offerings aim to develop students' interests and connection to school. Our consistent academic growth and progress monitoring places students in support classes as needed, particularly math intervention and English Language development in ninth grade, to ensure that students receive targeted support. Tier 2 providers support students in goal setting, and many of our students utilize a check in/check out system with their Tier 2 service provider. Our college counselor holds "academic bootcamp" during the school day to support students at risk of dropping out/not graduating. We also offer Summer School remote credit recovery opportunities, using the Edgenuity platform.

## **Community School: Parent and Family Involvement**

## Community Partnerships

LPS Oakland partners with several local organizations to support the needs of our student population and is committed to regular community involvement. Through programs such as "I'm Going to College" Day and College and Career Week, students have the opportunity to gain hands on experience with specific colleges and careers of their choice. With respect to the academic and career pathway program the school currently

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partners with Merritt College, Berkeley Community College, and Laney College to support our Dual Enrollment classes. Through the school's partnership with Peralta, students have been able to take courses such as Web Commerce, Data Design, Web Design, Social Media Marketing, and Graphic Visualization.

Because we work with such a diverse population of students who require a wide range of social/emotional care strategies, it is crucial that these services are readily available to students and families. Through our partnership with CHO and Youth Uprising, students are able to receive mental health services, job seeking services, and general healthcare. Counselors from CHO and Youth Uprising provide both personalized and group counseling for students and work with teachers to provide academic and emotional support. Through our MTSS process, teachers and staff make referrals to our Student Study Team. This process helps teachers and staff come together with parents and counselors to create personalized interventions and supports to help students academically and emotionally. LPS Oakland also works with Peer Health Exchange as a way to provide responsive and developmentally appropriate health information to 9th grade students.

With respect to extra-curricular activities, LPS Oakland has benefited from partnering with g Castlemont High School and Youth Uprising, in order to provide diverse options for students to choose from. With Castlemont, students have the opportunity to participate in a variety of sports options including swimming, baseball, soccer, softball, football, basketball, and volleyball. Youth Uprising provides mental and physical health supports, and leadership opportunities for students.

## **Families**

LPS Oakland is committed to regular involvement of our families and community partners, especially as it pertains to our English learners. Through our parent outreach coordinator, families undergo a 1-1 onboarding process where they learn about the resources available to them through LPS and receive a student handbook. Parents are communicated with via autodialer every time a student is absent, and parent-teacher conferences are set up to respond to academic or socio-emotional needs. Every fall we hold a back-to-school night and a community day for students and families. We also communicate with families via monthly newsletters.

Additionally, we work with our families through our school site council and our Parent Guardian Association ("PGA"). Many of our PGA members also serve on our ELAC, which meets 4 times a year, Our students and families receive college counseling and 1-1 conferences with our college counselor in their home language. We provide Spanish translation in all written and spoken communication. Parents are also invited to annual Student Led Conferences, with advisory teachers. In these conferences, the student, teacher and parents review student's successes and areas of growth. Teachers and parents work together with students to create a plan of support for emotional and academic needs. Parents also work with our College Counselor to support the process of financial aid. Parents are also invited to annual awards celebrations to celebrate their student's success at the end of each semester.

## **Supporting the Needs of All Students**

Academically High-Achieving Students & Gifted and Talented

LPS <u>Oakland</u> Believes in all students having access to the most rigorous course of study including AP and College Courses. As such, there is not a Gifted and Talented program offered.

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## I. SPECIAL POPULATIONS: ENGLISH LEARNERS

Academically Low-Achieving Students

Special Education Students

Special Education Services for Students under IDEA LPS Oakland does not discriminate based on disability or special needs.

#### **Approach to Instruction**

The majority of our students come from bilingual homes. LPS's instructional approach and our schools as a whole recognize and build on the assets of mutlilingualism and multiculturalism as part of 21st Century College and Career Readiness. LPS purposefully builds feelings of belonging around our students' identities (through Summer Bridge, Freshman Retreat, Advisory blocks, regular cultural and individual celebrations) and work to strengthen and expand these identities as we grow our students' academic language development and overall readiness for college and career paths that will enable them to lead choice filled lives. We rely on multiple measures to match our identified English Learners with the optimal instructional program. CELDT, MAP, WIDA Model, and measures such as E.L. Achieve's "Gapfinder" and the Language Analysis Framework for Writing are employed as placement diagnostics.

The LPS ELL Program supports students with access to and support for the core curriculum, strategic support, and tailored English Language Development. In addition, Home Academic Language development is supported by our Spanish for Native Speakers classes. LPS complies with the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"), Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA"), and all other state and federal laws governing special needs students. The Charter School shall utilize its Student Study Team process to guide referrals of students for evaluation under Section 504 or the IDEA.

Pursuant to Education Code Section 47641(a), LPS Oakland is its own local education agency ("LEA") for purposes of special education with membership in the El Dorado County Charter Special Education Local Plan Area ("SELPA"). LPS Oakland, in partnership with the El Dorado County Charter SELPA, bears full responsibility for meeting the needs of special education students, working cooperatively with the SELPA to which it belongs, and providing services through a combination of internal staff, third-party service providers, or other arrangements. As the LEA for special education purposes, all special education funding attributable to LPS Oakland's students will flow directly to the Charter School pursuant to the SELPA's allocation plan, and LPS Oakland will not pay a portion of the charter authorizer's special education "encroachment" to ensure that the needs of all students with disabilities are met.

LPS Oakland will seek to maintain open communications with the SELPA and/or charter authorizer to ensure that students with exceptional needs are identified and that their needs are evaluated and served in compliance with all applicable laws. Additionally, LPS will notify in writing, the district of residence and the Authorizer when a Special Education student enrolls, becomes eligible, ineligible and/or leaves LPS Oakland. When a student with an IEP enrolls in or transfers out of LPS Oakland, the Special Education staff of the Charter School will email and/or write the sending or receiving district to assist the student in the transition from school to school.

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

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The Charter School shall provide services for special education students enrolled in the Charter School. The Charter School shall follow SELPA policies and procedures and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints and maintaining the confidentiality of pupil records.

The Charter School agrees to promptly respond to all district or SELPA inquiries, to comply with reasonable district or SELPA directives, and to allow the district or SELPA access to Charter School students, staff, facilities, equipment and records as required or imposed by law.

Staffing. All special education services at the Charter School shall be delivered by individuals or agencies qualified to provide special education services as required by the Education Code and the IDEA. Charter School staff shall participate in district or SELPA in-service training relating to special education.

The Charter School shall be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Notification and Coordination. The Charter School shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. The Charter School shall adopt and implement polices relating to all special education issues and referrals.

Identification and Referral. The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School shall implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the general education program have been considered, and where appropriate, utilized.

The Charter School shall follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Assessments. The term "assessments" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Charter School shall determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess Charter School students.

IEP Meetings. The Charter School shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Principal and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher if the student is or may be in a general education classroom; the student, if appropriate; and other Charter School representatives who are

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knowledgeable about the general education program at the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

IEP Development. The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and

IEP Implementation. The Charter School shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents with timely reports on the student's progress as provided in the student's IEP at least as frequently as report cards are provided for the Charter School's non-special education students. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

Interim and Initial Placements of New Charter School Students. The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies. The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Non-Discrimination. It is understood and agreed that all children shall have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, Page 105 of 299

or severity of their disability or due to the student's request for, or actual need for, special education services.

Parent/Guardian Concerns and Complaints. The Charter School shall adopt policies for responding to parental concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights.

The Charter School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

Due Process Hearings. The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in the Charter School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, the Charter School shall defend the case.

SELPA Representation. The Charter School understands that it shall represent itself at all SELPA meetings.

Funding. The Charter School understands that it shall be subject to the allocation plan of the SELPA.

#### Special Education Academic Program

<u>Leadership Public Schools – Oakland will provide all students identified as learning disabled with access to the regular curriculum and to have their educational needs met through a combination of "Pull Out" and "Push In" services.</u>

Special education students who require additional and more intensive support are provided services in the Resource Specialist Program ("RSP"). These services are provided based on the student's IEP and may include either Push In Services or a more traditional Pull Out program.

Push In services, refers to our Collaboration services, which provides special education in regular education classrooms. At LPS, most special education students receive the bulk of their instruction in regular classrooms, and collaboration is increasing. Collaboration helps to ensure students with learning disabilities get a Free Appropriate Public Education including specialized instruction in a regular classroom.

Collaboration Model – Lead Teacher Model. In classrooms where the lead teacher is the regular classroom teacher, the classroom teacher delivers the instruction in the subject area. The special education teacher is an observer who works with children after instruction to provide specially designed instruction to ensure understanding and to provide adaptations and modifications.

Collaboration Models - Team Teaching. This involves both teachers simultaneously working together to teach a classroom of students. Either teacher who has the necessary background knowledge in the subject introduces new concepts and materials to the class. Both teachers work as a team to reinforce learning and provide assistance to students as needed. Special education teachers provide specially designed instruction to students with IEPs and regular education teachers can assist with this as well.

Consultation Models of Collaboration. A special education teacher may provide some instruction to students, but the majority of service is indirect. The special education teacher mostly provides guidance to the regular education teacher on how to modify instruction to meet the student's needs.

Ultimately, LPS believes that an inclusion model of support will help our students face the rigor of a comprehensive high school program while receiving the academic support necessary to ensure their school success. On occasion, it is necessary to provide students with disabilities with targeted, small group or individual academic support. For those students needing a more focused intervention, the Resource Specialist may schedule the students with small group or individual instruction. LPS also provides Speech and Language Therapy services with a licensed Speech and Language Pathologist or through *Presence Learning Inc.*, our online speech therapy services. Occupational Therapist or counseling services are also provided as required in the students IEP. All Designated Instructional Services are provided in small group or individual sessions.

<u>Section 504 and Americans with Disabilities Act</u> LPS Oakland shall be solely responsible for compliance with Section 504.

LPS Oakland will adopt a policy which outlines the requirements for identifying and serving students with a 504 accommodation plan. LPS Oakland recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504.

A 504 team will be assembled by the Principal or other designee and shall include qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options and the legal requirements for the least restrictive environment. The 504 team will review the student's existing records including academic, social and behavioral records and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team will consider the following information in its evaluation:

- a) Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- b) Tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligent quotient.
- c) Tests which are selected and administered so as to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and noticed in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for special education assessment will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations are needed to ensure that the student receives the LPS Oakland R&D Campus

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free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by LPS Oakland's professional staff. The parent or guardian shall be invited to participate in 504 team meetings where program modifications for the student will be determined and shall be given an opportunity to examine in advance all relevant records.

The 504 Plan shall describe the Section 504 disability and any program modification that may be necessary. In considering the 504 Plan, a student with a disability requiring program modification shall be placed in the regular program of the Charter School along with those students who are not disabled to the extent appropriate to the individual needs of the student with a disability. All 504 team participants, parents, and guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, continued eligibility, needed modifications to the Plan, or readiness to discontinue the 504 Plan.

The Charter School will operate its program in compliance with the ADA. With respect to facilities, the Oakland Unified School District may be responsible for compliance with ADA under applicable law if the Charter School occupies a facility owned by the school district (e.g., under Proposition 39); such responsibility is generally outlined in an MOU or facilities use agreement between LPS Oakland and the Oakland Unified School District.

#### English Learners

LPS Oakland will meet all applicable legal requirements for Multilingual/English Learners ("MLs/ELs") including long-term English Learners (LTELs) or English Learners at risk of becoming long-term English Learners, as they pertain to annual notification to parents, student identification, placement, program options, ML/EL and core content instruction, teacher qualifications and training, reclassification to fluent communication regarding MLs/ELs and the rights of students and parents.

The Charter School will administer the Home Language Survey (HLS) upon a student's initial enrollment into a California public school.

#### Assessment & Placement

English Language Proficiency Assessment. All students who indicate that their home language is other than English will be tested with the English Language Proficiency Assessments for California (ELPAC). The ELPAC has four proficiency levels (Level 4: well developed; Level 3: somewhat/moderately developed; Level 2: somewhat developed; and Level 1: beginning to develop) and is aligned with the 2012 California ELD Standards.

#### The ELPAC consists of four separate assessments:

- Initial & Initial Alternative Assessment. The purpose of the Initial and Initial Alternative ELPAC is to determine the English proficiency of students entering California public schools. The Initial and Initial Alternative ELPAC is administered only once during a student's time in the California public school system based upon the results of the HLS. The locally scored Initial or Initial Alternative will be the official score.
- Summative and Summative Alternative. MLs/ELs will take the Summative or Summative Alternate ELPAC to measure a student's progress toward English language proficiency and to determine if the student is ready to be reclassified. The ELPAC Summative or Summative Alternative is only given to students who have previously been identified as an ML/EL based upon the Initial or Initial LPS Oakland R&D Campus
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Alternative results in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

The Initial, Initial Alternative, (IA) Summative, and Summative Alternative (SA) ELPAC assessments are administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. In kindergarten and grade 1, all domains are administered individually. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually. The ELPAC Initial, IA and Summative and SA will be administered via a computer-based platform.

Testing times will vary depending upon the grade level, domain, and individual student. Both Initial and Summative ELPAC assessments are administered in two separate testing windows through the school year.

The IA testing window will be year-round (July 1–June 30). Any student whose primary language is other than English as determined by the HLS and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July1of that school year.

The SA testing window will be a four-month window after January 1 (February 1–May 31). The English language proficiency of all currently enrolled MLs/ELs shall be assessed by administering the test during the annual assessment window.

The Charter School will notify all parents of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results from publisher. The ELPAC shall be used to fulfill the requirements under the Every Student Succeeds Act for annual English proficiency testing.

## In an Access to the core content is facilitated by:

- thematic approaches to content, a variety of instructional inputs including, for example, video and varied text sets as catalogued in the Common Spine
- a variety-assessment formats including performance assessments of varied length and complexity
- consistent, on going formative assessment and student feedback
- collaborative learning structures, including poor support in Home Languages as appropriate
- explicit attention to academic discourse forms and vocabulary (integrated ELD).

Strategic support is offered students in tutorial periods, office hours, after school and vacation intervention programs, and with online learning options. In addition, Designated ELD offers intensive support to Emerging and Expanding students. Our programmatic design comes from the research referenced in the California ELA ELD Framework, Reparable Harm, a publication of Californians Together.

## Access to the Core

An important component of our mission is to create access to core content for all students. Access to the core content is facilitated by:

- thematic approaches to content
- a variety of instructional inputs including, for example, video and varied text sets as eatalogued in the Common Spine

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- a variety of assessment formats including performance assessments of varied length and complexity
- consistent, on-going formative assessment and feedback to students
- cooperative learning structures increase access to the curriculum and give students multiple opportunities to interact in meaningful ways with content and one another

- support in the student's first language as appropriate
- explicit attention to academic discourse forms and vocabulary (integrated ELD)
- setting learner-specific expectations and goals appropriate to the student's stage of language development
- constructivist instructional approaches such as the reading as problem solving approach
  of Reading Apprenticeship and cooperative learning structures increase access to the
  curriculum and give students multiple opportunities to interact in meaningful ways with
  content and one another.

The English 3D Curriculum allows Long Term English Learners to benefit from Designated ELD focused on augmenting Academic Language, particularly Productive forms. Beginning and Intermediate ELD courses use National Geographic's EDGE Curriculum to support thematic vocabulary development, reading in many different genres, and learning about how English works.

## **Professional Development**

For all teachers, on going Network wide Professional Development focuses on meeting the needs of diverse learner profiles, including Emerging Bilingual students. In course content, grade level, and other groupings, teachers design scaffolds to allow for increased access and success with rigorous work for Bilingual Students. Teachers interrogate common, collaborativelydesigned assessments for access and revise assessments to allow students to show what they know and can do. Performance assessments are designed to encourage deeper learning and develop Collaborative, Interpretive, and Productive language. English Language Development teachers attend the WestEd ELA ELD Framework Intensive Summer Institutes. These teachers engage in data analysis and reflection around the WIDA Model, student writing, and other formative assessments. At a minimum of six times a year, they collaboratively plan for their students' needs. Because the majority of our students speak English as their second language and/or are English language learners, our professional development sessions involve a cycle of inquiry regarding academic conversations for our students. In previous years of our work include using strategies and techniques discussed in Jeff Zwier's Academic Conversations: Classroom Talk that Fosters Critical Thinking and Content Understandings. Furthermore, staff may participate in external professional development opportunities that provide resources, information, and material for the new Common Core and NGSS standards.

## Instructional Schedule

In effort to support each student with the specific and unique needs they have, all students and their families meet with counselors to discuss their needs after enrollment. As a part of this conversation, counselors and academic advisors identify early needs and diagnostic assessments, as discussed above, in order to ensure appropriate placement. During this meeting, LPS Oakland staff work with the family to identify the level of primary language and previous English instruction to determine the depth of program placement. The LPS Oakland general program is designed specifically with English Language Learners MLs/ELs in mind and most English Learners with an Intermediatescoring a Somewhat/Moderately or higher on the CELDT examELPAC will be placeplaced in mainstream classes. The use of diagnostic assessments are essential to determine whether a student should be placed in English Language Development (ELD) classes. Placement in ELD classes and/or Newcomer classes(ELD1, EDL2, ADV ELD) are all determined in partnership with students and their families. Should the diagnostic reveal and/or family request ELD placements, counselors will make-develop the appropriate instructional schedule prior to placement. True newcomers or students

who have recently arrived in the United States within the last six months without previous English instruction, will likely have a modified schedule (twothree periods out of a six period day) to increase the exposure of sheltered English instruction. Newcomers also take A-G courses to support students in being ableorder to make adequate progress on A-G graduation requirements while participating in more intensive English instruction.

In addition to the ELPAC, the language and literacy needs of multilingual students are assessed three times per year by the MAP. Students at the Emerging and Expanding levels programmed in ELD classes also take the ELPAC Interim assessments three times a year as a progress-monitoring tool. Intensive small group intervention happens within these classes for students who demonstrate a need. Also, within ELD classes, teachers flexibly use a variety of formative assessment measures such as the E.L. Achieve curriculum following each lesson. Summative assessments are given after each Unit completed (e.g., ELPAC interim assessments, E. L. Achieve lesson assessments, and unit assessments within the E. L. Achieve curriculum).

These assessments guide intensive instruction individually or in small groups. For multilingual students who demonstrate a particular need in Reading, we offer reading intervention is integral within the E. L. Achieve Systematic ELD curriculum and Contracting Meaning strategies. Parents are informed of overall student progress during student-led conferences. They are also informed of student ELPAC scores and program placement each year. Given the significant representation of parents of MLs/ELs (both current and reclassified) the school voted to merge the School Site Council ("SSC") and English Learner Advisory Committee (ELAC) for the 2024 – 2025 school year and beyond.

Approach to Instruction. The majority of our students come from bilingual homes. LPS's instructional approach recognizes and builds on the assets of multilingualism and multiculturalism as part of 21st Century College and Career Readiness. LPS purposefully builds feelings of belonging around our students' identities (through Associated Student Body, Justice Council Freshman Retreat, Advisory blocks, regular cultural and individual celebrations) and works to strengthen and expand these identities as we grow our students' academic language development and overall readiness for college and career paths that will enable them to lead choice-filled lives. We rely on multiple measures to match our identified MLs/ELs with the optimal instructional program. ELPAC and NWEA MAP are measures which are utilized as placement diagnostic tools.

The LPS ML/EL Program supports students with access to and support for the core curriculum, strategic support, and tailored English Language Development (ELD). In addition, Home Academic Language development is supported by Spanish 3, Spanish 4, and AP Spanish classes. Access to the core content is facilitated by:

- thematic approaches to content, a variety of instructional inputs including, for example, video and varied text sets as catalogued in the Common Spine
- a variety of assessment formats including performance assessments of varied length and complexity
- consistent, on-going formative assessment and student feedback
- collaborative learning structures, including peer support in Home Languages as appropriate
- explicit attention to academic discourse forms and vocabulary (- E. L. Achieve Constructing Meaning – explicit support in acquiring the language needed to comprehend and express understanding of grade-level work also referred to as integrated ELD).
- multiple opportunities to interact in meaningful ways with content and one another
- support in the student's first language as appropriate
- setting learner-specific expectations and goals appropriate to the student's stage of language development

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interactive reading and note-making from and cooperative learning structures increase access to
the curriculum and give students multiple opportunities to interact in meaningful ways with
content and one another.

Strategic support is offered to students in tutorial periods, office hours, , and with online learning options. In addition, Designated ELD offers intensive support to Emerging and Expanding students. Our programmatic design comes from the research referenced in the California ELA-ELD Framework, *Reparable Harm*, a publication of Californians Together.

The E. L. Achieve Systematic ELD curriculum allows Long-Term English Learners to benefit from Designated ELD focused on augmenting academic Language, particularly productive forms utilizing the Advanced Level tools.. Beginning and Intermediate ELD courses use E. L. Achieve Systematic ELD Beginning and Intermediate curriculum to support thematic vocabulary development, reading in many different genres, and learning about how English works.

Reclassification Procedures. Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC.
- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery in English.
- Parental opinion and consultation, achieved through notice to parents or guardians of the
  language reclassification and placement including a description of the reclassification process
  and the parents' opportunity to participate, and encouragement of the participation of parents or
  guardians in the reclassification procedure including seeking their opinion and consultation
  during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

Monitoring and Evaluation of Program Effectiveness. The Charter School evaluates the effectiveness of its education program for MLs/ELs by:

- Adhering to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine annual progress.
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring student identification and placement.
- Monitoring parental program choice options.
- Monitoring availability of adequate resources.

ELD Professional Development. For all teachers, on-going Network-wide Professional Development focuses on meeting the needs of diverse learner profiles, including Multilingual students. In course content, grade level, and other groupings, teachers design scaffolds to allow for increased access and success with rigorous work for Multilingual students. Teachers interrogate common, collaboratively-designed assessments for access and revise assessments to allow students to show what they know and can do. Performance assessments are designed to encourage deeper learning and develop Collaborative, Interpretive, and Productive language. English Language Development teachers attended the E.L. Achieve Systematic ELD Teacher Institutes in 2023-2024. These teachers engaged in data analysis and reflection around the E. L. Achieve Systematic ELD model, student writing, and other formative assessments. At a minimum of eight times a year, they will collaboratively plan for their students' needs. Because the majority of our students speak English as their second language and/or are MLs/ELs, our professional development sessions involve a cycle of inquiry regarding academic conversations for our students. In 2023 - 2024our work included using strategies and techniques discussed in E.L. Achieve Systematic ELD curriculum. Furthermore, content area teachers will participate in internal professional development opportunities through E. L. Achieve Constructing Meaning that provide instructional strategies, resources, information, and materials for new Common Core and State ELD standards.

<u>Pathways to A-G. LPS Oakland</u> is committed to supporting all students in completing their A-G course work. In order to support Newcomers, we have designed a model course progression. (<u>ELD Program Course Progression Appendix A</u>)

Here is one sample scenario that allows a Newcomer to fulfill A-G requirements: Newcomers who enter school with beginning proficiency levels in English may take a five year path to graduation. They may take twothree periods a week of ELD in their first year, and one period of Sheltered English with one periodthree periods of ELD in year 2. In years 3 and 4, students will continue to take ELD while completing sophomore and junior English. In their fifthfourth year, students may take senior English. In their first years at LPS, Newcomers maywill take less language-dependent classes such as Visual Arts, Fitness, and some-other electives. Spanish speakers may also maintain and extend their academic literacy by taking Spanish for Native Speakers in 2, 3, and 4 during these years. By their third year, Newcomers will begin taking grade-level content-area courses in science and/or social studies (where possible with sheltered instruction/Integrated/Constructed Meaning ELD), receiving additional support through Designated/Systematic ELD.

## Assessment & Placement

In addition to the CELDT, the language and literacy needs of Emergent Bilingual students are assessed three times per year by the MAP. Students at the Emerging and Expanding levels programmed in ELD classes also take the WIDA Model three times a year as an interim progress monitoring assessment. Intensive small group intervention happens within these classes for students who demonstrate a need. Also within ELD classes, teachers flexibly use a variety of formative assessment measures such as the WIDA Can Do Descriptors, the Matrix of Grammatic Forms, E.L. Achieve's Gapfinder, and the Language Analysis Framework for Writing. These assessments guide intensive instruction individually or in small groups. For Emerging Bilingual students who demonstrate a particular need in Reading, we offer Reading Intervention courses which utilize the Read 180 Universal curriculum. Parents are informed of overall student progress during student led conferences three times per year. They are also informed of student CELDT scores and program placement each year. Given the significant representation of parents of English Language Learners (both current and reclassified) the school voted to merge the School Site Council and English Learner Advisory Committee in 2013.

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## Student Services & Support

We are grateful and proud of our partnership with Children's Hospital Oakland (CHO), which provides mental health and other supports for all of our students, including a high number of our EL students. This year we have increased our ELD programming to support EL students in the classroom through an intentional four-year graduation sequence. This includes offering a block ELD class for Newcomer students, and for LTEL students an Advanced ELD course, and a multilingual Theatre course. Additionally, our ELD instructor collaborates across disciplines to support teachers in ensuring that content is accessible for EL and newcomer students. With the addition of an Intervention Counselor E. L. Achieve Constructing This school year, we are also looking to create support groups for specific student populations, including our EL students. We are eager to explore a partnership with Castlemont to consider how we can collectively support the newcomer students in East Oakland.

Our intentionality in course sequencing for our ML/EL students is aimed at supporting our ELD students them in being an integral part of our school community. We believe that our newcomers should graduate on track with their peers and be eligible for a UC or CSU, just as the rest of their peers. While creating specific academic courses for ELDML/EL students, we continue to integrate ELDML/EL students into mixed Advisory classes to ensure that they have a support network of students from a variety of learner profiles and backgrounds. We also continue to prioritize cycles of inquiry and professional learning around best practices to support ML/EL students. At LPS we also refer to this group of students as Emerging Bilingual students rather than Multilingual synonymous with English Learners, as we believe that utilizing asset\_based language about students has a strong impact on mindsets and supports for various student groups.

All school communication (letters and auto dialers) are sent in English and Spanish. (Our ML/EL students are almost exclusively Spanish speaking, with the exception of one Tongan family who speaks English.) We have provided teaching staff with scripts to communicate standard messages to families. Additionally, we have a large number of bilingual multilingual staff members who support our English only staff members in communicating with families. At every parent event, whether Back to School Night, monthly Parent Guardian Association (PGA) meetings, or Student-led conferences, we provide translation. Our PGA families are also interested in us exploring the option of a school-sponsored English class for families.

# ELEMENT 2: MEASURABLE PUPIL OUTCOMES and ELEMENT 3: METHOD FOR MEASURING PUPIL OUTCOMES

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

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

## Increases in Student Academic Achievement, Overall and by Subgroup

In accordance with \$\frac{SB 1290, Leadership Public Schools'}{Education Code section 47605(c)(5)(B),}\$

Charter School's pupil outcomes will be set related to increases in pupil academic achievement both schoolwide and for all \$\frac{groups}{groups}\text{numerically significant subgroups}\$ of pupils served by the charter school, as that term is defined in \$\frac{subparagraph}{groups}(B)\$ of subdivision \$\frac{(a \c)}{groups}\$ of section 47607. The pupil outcomes shall align with 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. Charter School's LCAP goals will serve as the goals for this section unless Charter School's LCAP goals do not include increases in student academic achievement by subgroup, in which case such goals should be included below.

Charter School hereby grants authority to the State of California to provide a copy of aggregated (by school, numerically significant subgroups, etc.) test results directly to the District. Test results for the prior year, if not provided directly to the District by the State in a timely manner, will be provided by the Charter School to the District, upon request, no later than September 1 of each year.

Included below are growth goals related to student achievement outcomes on CAASPP and MAP, including outcomes for statistically significant subgroups. These goals are consistent with the LPS Oakland LCAP, which can be found in the appendices of this charter and on the Charter School's website, LPS Oakland's Program Improvement Plan (PIP), which can also be found in the appendices of this charter-, and additional measurable pupil outcomes detailed below.

	ENGLISH LANGUAGE ARTS-ALL STUDENTS		
Specific Growth Area	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)
Grade 11 Distance from Standard (DFS)	-66.9 DFS Very Low (Red) 2023 CA Dashboard	-56.9 DFS (+10pts.) Very Low (Orange) 2025 CA Dashboard	-44.9 DFS (+12 pts.) Low (Yellow) 2026 CA Dashboard
Grade 11 Standard Met or Exceeded	22% 2023 CA Dashboard	27% (+5%) 2025 CA Dashboard	32% (+5%) 2026 CA Dashboard
All Students-Grades 9th-12th 60th Percentile or Higher Above the National Norm in <u>READING</u> <b>map</b> GROWTH	36% Spring 2024 • 61st - 80 <sup>th</sup> • >80 <sup>th</sup>	46% (+10%) Spring 2026 61st - 80 <sup>th</sup> >80 <sup>th</sup>	56% (+10%) Spring 2027 61st - 80 <sup>th</sup> >80 <sup>th</sup>

ENGLISH LANGUAGE ARTS-ENGLISH LEARNERS			
Specific Growth Area	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)
English Learners Distance from Standard (DFS)	-116.4 DFS Very Low (Orange) 2023 CA Dashboard	-101.4 DFS (+15pts.) Very Low (Orange) 2025 CA Dashboard	-86.4 DFS (+15pts.) Very Low (Orange) 2026 CA Dashboard
English Learners Standard Met or Exceeded	3% 2023 CA Dashboard	13% (+10%) 2025 CA Dashboard	23% (+10%) 2026 CA Dashboard
English Learner Progress Indicator (ELPI)	38.8% Increased by 12.8% Low (Yellow) 2023 CA Dashboard *Increased Significantly	43.8% (+5%) Low (Yellow) 2025 CA Dashboard	48.8 (+5%) Medium (Green) 2026 CA Dashboard

EN	GLISH LANGUAGE ARTS-SO	CIOECONOMICALLY DISADVANTAG	ED
Specific Growth Area	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)
Socioeconomically	-63.6 DFS	-53.6 DFS (+10pts.)	-43.6 DFS (+10pts.)
Disadvantaged	Very Low (Red)	Very Low (Orange	Low (Yellow)
Distance from Standard (DFS)	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard
Socioeconomically Disadvantaged Standard Met or Exceeded	22%	27% (+5%)	32% (+5%)
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard

ENGLISH LANGUAGE ARTS-HISPANIC			
Specific Growth Area	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)
Hispanic Distance from Standard (DFS)	-66.7 DFS Very Low (Red) 2023 CA Dashboard	-56.7 DFS (+10pts.) Very Low (Orange 2025 CA Dashboard	-44.7 DFS (+10pts.) Low (Yellow) 2026 CA Dashboard
Hispanic Standard Met or Exceeded	23% 2023 CA Dashboard	28% (+5%) 2025 CA Dashboard	34% (+5%) 2026 CA Dashboard

MATH-ALL STUDENTS			
Specific Growth Area	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)
Grade 11 Distance from Standard (DFS)	-177.8 DFS	-167.8 DFS (+10pts.)	-157.8 DFS (+10pts.)
	Very Low (Red)	Very Low (Orange)	Very Low (Orange)
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard
Grade 11	4%	9% (+5%)	14% (+5%)
Standard Met or Exceeded	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard
All Students-Grades 9th-12th	15%	25% (+10%)	35% (+10%)
60th Percentile or Higher Above	Spring 2024	Spring 2026	Spring 2027
the National Norm in <u>MATH</u>	61st - 80 <sup>th</sup> >80 <sup>th</sup>	61st - 80 <sup>th</sup> >80 <sup>th</sup>	61st - 80 <sup>th</sup> >80 <sup>th</sup>

	MATH-SOCIOECONOMICALLY DISADVANTAGED		
Specific Growth Area	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)
Socioeconomically Disadvantaged Distance from Standard (DFS)	-162 DFS Very Low (Red) 2023 CA Dashboard	-152 DFS (+10pts.) Very Low (Orange) 2025 CA Dashboard	-142 DFS (+10pts.) Very Low (Orange) 2026 CA Dashboard
Socioeconomically Disadvantaged Standard Met or Exceeded	2% 2023 CA Dashboard	7% (+5%) 2025 CA Dashboard	12% (+5%) 2026 CA Dashboard

MATH-HISPANIC			
Specific Growth Area MATH	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)
Hispanic Distance from Standard (DFS)	-180.3 DFS	-170.3 DFS (+10pts.)	-160.3 DFS (+10pts.)
	Very Low (Red)	Very Low (Orange)	Very Low (Orange)
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard
Hispanic	3%	8% (+5%)	13% (+5%)
Standard Met or Exceeded	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard

# Additional Measurable Pupil Outcomes

# **Collective MPOs**

Charter School sets the following targets for Measurable Pupil Outcomes related to school culture and climate.

High School-Collective MPOs for Middle and High Schools		
Annually, at least 70% of students complete     a school survey that includes questions     about school safety, satisfaction with     academic instruction, and voice in school     decision-making.	Alcasarable Papil Outcome	
<u>MPO</u>	Target (%)	
1Each year, at leastpercent of students positively rate school safety.	By the end of the charter term, increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBAC by at least [10] percent or achieve a level of [80] percent.90%	

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3.	2Each year, at least percent of students positively rate academic instruction.	By the end of the charter term, for each [statistically significant student group],* increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBAC by at least [10] percent or achieve a level of [80] percent.84%	
4.	3Each year, at least percent of students positively rate their voice in school decision-making and/or opportunity for feedback.	By the end of the charter term, increase the percent of students scoring level 3 or level 4 on the Math portion of the SBAC by at least [10] percent or achieve a level of [65] percent.78%	
5.	4Each year, at leastpercent of students enrolled in the CTE pathway positive rate their participation in real-world work-based learning experiences.	By the end of the charter term, for each [statistically significant student group],* increase the percent of students scoring level 3 or level 4 on the Math portion of the SBAC by at least [10] percent or achieve a level of [65] percent.80%	
6.	5Each year, at least percent of students complete a CTE pathway capstone project or dual enrollment course with a grade of C or better.	Each year, [>=70] percent of students who are below 9th grade will increase [>1 grade level equivalency] on the [ELA/reading assessment MAP] or achieve proficiency.85%	
6		tudent group] below 9th grade proficiency,* [>=70] evel equivalency] on the [ELA/reading assessment	
7	Each year, [65%] percent of ELs will improve	one overall proficiency level on CELDT.	
8	Each year, have less than [10] percent of students absent more than 10% of the school days (chronic absence).		
9	Each year, for each [statistically significant student group],* have less than [10] percent of students absent more than 10% of the school days (chronic absence).		
10	Each year, achieve a High School cohort grade	nation rate of at least [85%].	
11	Each year, for each [statistically significant student group],* achieve a High School cohort graduation rate of at least [85%].		
12	Each year, at least [85%] percent of students a	and families positively rate school safety/culture.	
13	Each year, at least [85%] percent of students	and families positively rate academic instruction.	

	Measurable Pupil Outcomes
<u>1</u>	By the end of the charter term, increase the percent of all students scoring level 3 or level 4 on the ELA portion of the SBAC by at least 10 percent, or achieve a level of 320 percent.
14 <u>1.</u> 1	Each year, at least [75%] percent of students and families positively rate their voice in school decision-making and/or opportunity for feedback: By the end of the charter term, for Hispanic students,

	increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBAC by at least 10 percent or achieve a level of 320 percent.
1.2	By the end of the charter term, for Socioeconomically Disadvantaged students, increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBAC by at least 10 percent or achieve a level of 332 percent.
1.3	By the end of the charter term, for English Learners, increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBAC by at least 10 percent or achieve a level of 1023 percent.
2	By the end of the charter term, increase the percent of all students scoring level 3 or level 4 on the Math portion of the SBAC by at least 10 percent or achieve a level of 1420 percent.
2.1	By the end of the charter term, for Hispanic students, increase the percent of students scoring level 3 or level 4 on the Math portion of the SBAC by at least 10 percent or achieve a level of 13 percent.
2.2	By the end of the charter term, for Socioeconomically Disadvantaged students, increase the percent of students scoring level 3 or level 4 on the Math portion of the SBAC by at least 10 percent or achieve a level of 2012 percent.
2.3	By the end of the charter term, for English Learners, increase the percent of students scoring level 3 or level 4 on the Math portion of the SBAC by at least 10 percent or achieve a level of 10 percent.
3	Each year, the <b>percentage of</b> students who are at or above grade level on the ELA MAP assessment will increase <b>10%</b> to <del>56</del> 25% at the end of the charter term.
4	Each year, the <b>percentage of</b> students who are at or above grade level on the Math MAP assessment will increase <b>10%</b> to <b>6</b> 25% at the end of the charter term.
<u>5</u>	Each year, an additional 10 percent of ELs will improve one overall proficiency level on ELPAC, to 5844% progressing one proficiency level at the end of the charter term.
<u>6</u>	Each year, have less than 5 % of students absent more than 10% of the school days (chronic absence).
6.1	Each year, for Students with Disabilities, have less than 1% percent of students absent more than 10% of the school days (chronic absence).
<u>6.2</u>	Each year, for English Learners, have less than 1% percent of students absent more than 10% of the school days (chronic absence).
<u>7</u>	Each year, achieve a High School cohort graduation rate of at least 984%.

Leadership Public Schools' pupil outcomes, related to 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 17607, shall be aligned with state priorities, as described in subdivision (d) of Section 52060, are as follows:"

# MPOs (Measurable Performance Objectives)

State Priorities Under LCFF

LPS Oakland R&D State Priorities are found in Appendix B.

Leadership Public Schools shall update the goals and actions identified in the charter to provide the following, as set forth in Education Code section 47606.5(a):

A review of the progress towards the goals included in the charter, an assessment of the effectiveness
of specific actions toward achieving those goals, and a description of the changes to the specific
actions the charter school will make as a result of the review and assessment.

Listing and description of the expenditures for the fiscal year in implementing the specific actions included in the charter as a result of the reviews and assessments, classified using the California School Accounting Manual."

## -- Application of Education Code section 47607.3

Under Education Code section 47607.3, if the charter school fails to improve outcomes for 3 or more pupil subgroups (or, if less than 3, all pupil subgroups) in 3 or 4 consecutive school years, Charter School meets certain criteria outlined in section 47607.3(a), the following shall apply:

- Depending on circumstances specified in section 47607.3, either the county superintendent of schools
   or the chartering authority shall provide technical assistance to the charter school using an evaluation
   rubric adopted by the State Board.
- The Superintendent—The entity providing technical assistance may assign, at the request of the
   chartering authority and approval of the State Board, assistance from the California Collaborative for
   Educational Excellence to, which may, after consulting with the Superintendent and with the approval
   of the State Board, provide advice and assistance to the charter schools; school.
- The chartering authority shall consider for revocation any charter school to which the California Collaborative for Educational Excellence has provided advice and assistance, and has made findings that: 1) the charter school has failed, or is unable, to implement the recommendations of the California Collaborative for Educational Excellence; or 2) that the inadequate performance of the charter school, based upon the evaluation rubric, is so persistent or so acute so as to require revocation of the charter.

#### IV: ELEMENT 3: METHOD TO MEASURE PROGRESS

Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. California Education Code 47605(b)(5)(C)

"Pursuant to the transition to California's Common Core and the accompanying shift in the state accountability testing system, Leadership Public Schools Oakland R&D will establish baseline performance in the first year of testing administration and will demonstrate growth in performance each year thereafter."

"If Leadership Public Schools Oakland R&D does not test (i.e., STAR) with the District, Leadership Public Schools Oakland R&D hereby grants authority to the State of California to provide a copy of all test results directly to the District as well as the charter school.

Test results for the prior year, if not provided directly to the District by the State, will be provided by the charter school to the District no later than September 1 of each year."

Earmative Assessment

LPS Oakland views formative assessment as an essential driver to extend and accelerate learning for students.

#### Research Base

If student and teacher action is guided by engoing, high quality feedback then the right knowledge, skills, dispositions, strategies, and structures take center stage; resulting in excellent academic and engagement outcomes for students and teachers.

By "high quality" we mean the following design principles: a) tools are aligned to established, meaningful standards and learning targets; b) feedback produced is clear, actionable, and metivational, and e) frequent and "for real" data review and reflection guides student and teacher action.

Feedback is the linchpin of formative assessment. Feedback was the teaching component among "highly effective" teachers with the biggest impact on student achievement in a widely cited 2009 meta-study by John Hattie. Effective feedback can catalyze impressive achievement and conversely, poor feedback (for example, marking things "right" and "wrong" without providing any other information) can depress academic outcomes.

The assessment system prioritizes displaying results graphically and evaluation by rule (use of rubrics), given their truly impressive effects for student achievement. We continue to develop and implement ways of visualizing results that are growth oriented, provide clear and actionable data, and motivate excitement to move to the next level. Rubrics are now prevalent across all subjects and are a core element of the curriculum design work underway to align under the umbrella of the LPS Graduate Profile. LPS is working in partnership with Envision Learning Partners to continue to strengthen the quality of our rubrics and of rubric related structures and practices (e.g. teacher and student preparation and training, peer feedback structures, etc.)

Students' sense of belonging and trust are crucial for formative assessment. A growing body of research demonstrates that without strategic interruption of the status quo, stereotype threat and bias (purposeful and sub-conscious), impedes learning and performance for many students facing negative societal biases. Growth mindset, self-efficacy, and sense of belonging are necessary conditions for the formidable risk taking and "productive persistence" formative assessment requires of students. Growth mindset, self-efficacy, and belonging, are assessed through the Panorama Survey, taken twice each year by students, parents, and staff. The assessment system attempts to maximize growth mindset, belonging, and self-efficacy by using best and promising strategies such as:

- Explicit teaching and ubiquitous modeling of assets based language
- Explicit teaching and ubiquitous modeling of growth mindset
- Values based short write before taking assessment
- Teaching and using rubries to make expectations aligned, clear and actionable
- Student ownership and use of data to guide learning and improvement
- "Wise Feedback" teacher feedback prefaced with personal statement "I'm giving you this feedback because I have high standards and I know you can meet those standards."

## LPS Oakland Goals and Actions to Achieve the Eight State Priorities

Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), a reasonably comprehensive description of the Charter School's annual goals, actions and measurable outcomes, both schoolwide and for each subgroup of pupils, in and aligned with the Eight State Priorities as described in Education Code Section 52060(d), can be found in the Charter School's LCAP. Each of these goals addresses the unique needs of all students attending the Charter School, including our numerically significant student subgroups. The metrics associated with these goals help the Charter School to ensure that these specific subgroups are making satisfactory progress, and are provided with necessary additional supports made possible by additional funds from the Local Control Funding Formula.

The current LCAP is on file with the District and attached as an Appendix. It is also available on our website at www.leadps.org/aboutlps/school-accountability/. The Charter School shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter term through the annual LCAP update. The Charter School shall submit the LCAP to the District and County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall also present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled Board meeting.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter and shall be maintained by the Charter School at the school site.

LPS Oakland affirms that, to the extent practicable, the method for measuring pupil outcomes for the Eight State priorities shall be consistent with the way information is reported on a School Accountability Report Card ("SARC"). The Charter School will compile data each academic year to publish a SARC. Student achievement data will be disaggregated annually to clearly identify the academic performance of students by subgroups (e.g., by ethnicity, gender, English Learners, socioeconomically disadvantaged students, and students with disabilities). This report will include required school data for the District, parents, Board of

Directors, and community at large. The SARC will be posted on the Charter School's website and made available in the main office.

## **Assessment Tools**

## **Specific Assessment Tools**

LPS <u>utilizesuses</u> a <u>diverse</u> range of assessment tools to <u>track and</u> measure <u>and monitor</u>-student progress toward mastery of state standards <u>and demonstration of as well as the key knowledge, skills and dispositions. <u>Assessments These tools</u> include externally validated tools such as MAP (Measures of Academic Progress), CERA (Curriculum Embedded Reading Assessment), SRI, ACT Aspire, Spanish IPT, Springboard English, EngageNY math, Panorama Survey, and the INSPECT item bank; as well as some assessments built in house at LPS.</u>

Diagnostic assessments are all externally validated, with the addition of one LPS-developed assessment: our such as MAP, E.L. Achieve's Systematic ELD curriculum assessments, and Illustrative Math Entry Test measuring mastery of Numeracy and Algebra standards. We have refined this assessment over the last three years and continue to feel it gives us useful data for individualizing each entering 9<sup>th</sup> grader's course of study to build on strengths and target key gaps and goals instruments. Additionally, LPS develops in-house assessments to ensure alignment with specific instructional goals and local needs. This comprehensive approach provides a well-rounded picture of student achievement and growth.

The Reading and Math MAP with goals (strands) serve as our value-add growth measure. Our commitment is to support all students starting below the average 9<sup>th</sup> grader nationally to gain 1.5 grade level equivalencies in each school year and attain a GLEgrade-level equivalency equal-or or greater than the national average by the end of high school.

LPS continues is committed to strengthen enhancing the alignment of periodic assessments with newevolving state and national standards and to reflect, ensuring they match the rigor, formats, and depth of thinking demanded required by external exams like the Smarter Balanced Assessment Consortium (SBAC, EAP, ACT, ) and college readiness benchmarks such as AP and SAT and for true college readiness. LPS-dual enrollment success. The adoption of research-based curriculum and assessments for English (Springboard English and curricula, including the CSU Expository Reading and Writing Curriculum (ERWC)), and Illustrative Math (EngageNY); and our over time, in house, along with the development of NGSS\_aligned science course curriculum courses and assessments, have been successeskey milestones in this endeavor. Work continues through the 2016 2017effort. Ongoing work during the 2024-2025 school year and beyond will continue to further upgrade refine and enrich periodic assessments.

The INSPECT item bank in Illuminate (our assessment management system) is accessible to all teachers as a source of validated, standards based assessment items., ensuring they accurately reflect the skills needed for true college readiness. Many courses have access to additional itemitems, prompts, and tasks banks providing aligned, validated content for classroom assessment. These resources are organized and accessible by assigned permissions in our "Common Spine" shared in the LPS Google Apps Drive.

LPS Oakland also administers the Panorama student, parent, and teacher/staff surveys to assess belonging, safety, growth mindset, parent engagement, student and parent voice, and self-efficacy. The survey is administered fall and spring, with fall results used formatively for spring semester planning and action.

Type	Assessment Tool	Purpose	Grade Level	Timeline
Screening	CELDT (California English Language Development Test)ELPAC	AssessInitial ELPAC: administered to newcomers (first time enrolled in a CA school) to determine whether they are English Language proficiency and growth forLearners or already proficient in English	9-12	Aug Oct each year + upon mid year entry of EL studentInitial ELPAC: within 30 days of first enrollment (or 60 days prior to school year)  Summative ELPAC: annually between February 1 and May 31 until reclassified
Diagnostic/ <u>and</u> Periodic	CERA (WIDA framework) (Curriculum Embedded Reading Assessment, Reading Apprenticeship)NWEA MAP, Reading and	AssessComputer-adaptive assessment that measures growth in math, reading, and mastery of English-language fluency for students learning Englishusage.  Guide teaching	Every 10- 9-12-weeks	Fall, Winter, Spring

	I	I		
	<u>Mathematics</u>	and learning in		
		ELD and inform		
		teaching and		
		learning on other		
		enrolled		
		courses Provides personalized		
		results to track progress and		
		guide instruction. Students		
		receive a RIT score to show their academic growth and		
		compare against national		
		norms.		
	MAP Reading &	• Assess	9-12	Fall <del>, Winter &amp;</del>
	Panorama Surveys <del>Math</del>	students'		and Spring
Diagnostic and	(Measures of	learning levels		1 0
Periodic	Academic Progress,	in math and		
	NWEA)	reading		
	,	Track growth over		
		time		
		Place and monitor students		
		in interventionsGathers data		
		on student, family, and staff		
		perspective in areas such as		
		school climate, social-		
		emotional learning, equity, and		
		teacher-student relationships		
	Common Unit or	- Diagnose	9-12	
	Quarterly Exams	Numeracy and		
Math Entry Exam		Algebra strengths		
(LPS-made		and gaps of newly		~
assessment of		entering students		Summer or
Numeracy,		<ul> <li>Place students in</li> </ul>		FallExams occur
Algebra, and		math based on		at the end of
Algebraic		data		each unit or quarter.
thinking)Periodic		• Inform 9 <sup>th</sup>		quarter.
Formative and Summative		<del>grade math</del>		Process:
Summative		teaching and		Pre-exam: align
		<del>learning</del>		goals,
		<del>particularly</del>		create/select the
		Navigate Math		exam.
		self guided learningProvide		
		consistent, standardized assessments across classrooms		Instruction:
		to measure student mastery of		teach and monitor
		key concepts.		progress.
		Ensures consistency, enables		progress.
		data-drive instruction,		Exam:
		promotes accountability, and		administer at the
		supports equity by giving all		unit/quarter end.
		students a fair evaluation and		

		helps teachers identify learning gaps and adjust instruction.		<u>Post-Exam:</u> analyze results,
				<u>adjust</u>
				instruction, and
				plan next steps.
Diagnostic Periodic	<del>Spanish</del>	Assess Spanish	Spring9-12	Varies by
Formative and	IPTClassroom-driven	literacyProvides immediate,		classroom
<u>Summative</u>	Assessments	tailored feedback on student		
		learning within a specific		
		class. Helps teachers gauge		
		students' understanding of the		
		material, identify learning		
		gaps, and adjust instruction to		
		meet individual needs.		
<u>Periodic</u>	Exhibitions of Learning	Allows students to	<u>9-12</u>	End of each
Summative		demonstrate mastery through		<u>semester</u>
		real-world, performance-based		
		projects. Students integrate		
		academic knowledge with key		
		skills like collaboration,		
		communication, and critical		
		thinking, while engaging an		
		authentic audience for		
		meaningful feedback and		
		reflection. Provides a holistic		
		view of student progress and		
		are a key part of		
		interdisciplinary project-based learning.		
		icarning.		

	(Ballard & Tighe)	<ul> <li>Inform 10<sup>th</sup> grade Spanish course placements</li> </ul>	
Diagnostic SRI (Scholastic Reading Inventory)		<ul> <li>Track mastery and growth in reading for students enrolled in reading intervention classes</li> </ul>	3-8 times per year
<del>Diagnostic /</del> <del>Periodic</del>	ACT Aspire	Assess students at the end of 9th and 10th grade to predict ACT performance and growth toward mastery     Provide students and teachers with clear, actionable information about knowledge and skills mastered and not yet mastered to guide next steps	Spring
Periodic	Panorama Surveys	To assess student, parent, and teacher staff perceptions of school safety, belonging, high expectations, equity, and self-efficacy	Fall and Spring
Diagnostie	Common Unit Diagnostic Assessments (vary by course)	<ul> <li>Begin each unit with information on the student's starting levels of familiarity and mastery of the unit's content and expectations</li> </ul>	`4 10 per year (1 per unit)
Periodie	Common Unit or Quarterly Exams (vary by course: Springboard English EngageNY math and more)	Assess key standards and learning targets of course     Provide students and teachers with clear, actionable information about knowledge and skills mastered and not yet mastered to guide next steps     Generate common data for teacher collaboration	~4 10 per year (1 per unit)
Periodie	Classroom-Driven Assessments (Vary by course; employ INSPECT standards-aligned Item Bank)	<ul> <li>Assess key standards and learning targets of course</li> <li>Provide multiple and varied opportunities for students to demonstrate mastery of specific skills, knowledge and/or dispositions</li> <li>Provide students and teachers with clear, actionable</li> </ul>	Varies by classroom

	information about knowledge	
	and skills mastered and not	
	yet mastered to guide next	
	<del>steps</del>	

## Formative Assessment

LPS Oakland views formative assessment as an essential driver to extend and accelerate learning for students.

## Research Base

If student and teacher action is guided by ongoing, high-quality feedback then the right knowledge, skills, dispositions, strategies, and structures take center stage; resulting in excellent academic and engagement outcomes for students and teachers.

By "high quality" we mean the following design principles: a) tools are aligned to established, meaningful standards and learning targets; b) feedback produced is clear, actionable, and motivational, and c) frequent and "for real" data review and reflection guides student and teacher action.

Feedback is a crucial element of formative assessment, driving student achievement when applied thoughtfully. According to recent best practices, high-quality feedback is timely, specific, and actionable, giving students clear direction for improvement. Educational leaders such as Thomas Guskey and Janison emphasize that grades or scores alone are insufficient for promoting learning. Instead, feedback should be detailed, offering guidance on how students can refine their work and continue developing essential skills. Building a feedback-rich environment involves more than just teacher-to-student communication. A culture of feedback incorporates peer reviews, self-assessments, and even automated tools for immediate responses, all working together to support continuous learning. LPS Oakland implements these practices to create an ecosystem where students and teachers actively engage in an ongoing process of growth, making learning more personalized and impactful.

LPS Oakland's assessment system emphasizes the power of visual data representation and rubric-based evaluations, which have proven to significantly boost student achievement. We are continually refining ways to present results that focus on student growth, offering clear, actionable insights that motivate progress. Rubrics are now fully integrated across all subjects, forming a critical part of curriculum development aligned with the LPS Graduate Profile. Our approach uses standardized network-wide structures, including teacher and student training and peer feedback mechanisms, ensuring consistency and clarity.

Equally important, we recognize that fostering a sense of belonging and trust is fundamental to the success of formative assessment. Research shows that stereotype threat and bias, unless deliberately addressed, can severely undermine student performance, particularly for those subjected to societal prejudices. To counter this, we emphasize the development of growth mindset, self-efficacy, and a supportive environment, enabling students to take the necessary academic risks and engage in "productive persistence," which is essential for deep learning and continuous improvement.

The assessment system attempts to maximize growth mindset, belonging, and self-efficacy by using best and promising strategies including:

- Explicit teaching and ubiquitous modeling of assets-based language
- Explicit teaching and ubiquitous modeling of growth mindset

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- Values-based short write before taking assessment
- Teaching and using rubrics to make expectations aligned, clear and actionable
- Student ownership and use of data to guide learning and improvement
  "Wise Feedback" teacher feedback prefaced with personal statement "I'm giving you this feedback because I have high standards and I know you can meet those standards."

# Performance Expectations

Formative Assessment Performance Expectations (included as local measures on "State priorities Under LCFF")

All performance expectations analyzed for all students combined as well as these subgroups: Male, Female, African American, Latino, SPED, EL, Low SESD, Parent Ed = HS Grad, Parent Ed - Not a HD Grad

Assessment Tool	Performance Expectations
	<ul> <li>Annual Growth of 1 or more CELDT levels each:</li> </ul>
<u>CELDTELPAC</u>	Students are expected to move up one ELPAC level per
	year (overall) or remain.
	• Reclassification: Target proficiency at 5Level 4 for
	reclassification as Fluent English Proficient (RFEP).
	Growth in each category or remain 4 or aboveSupport:
	Additional interventions for Long-Term English Learners
CERA	(LTELs) if progress stalls.  Growth overall and on each rubric component
<del></del>	1
MAP Reading and Math	For students starting below a 9th grade1_grade level:
	<ul> <li>Growth of 1.5 grade levels of growth in Reading and</li> </ul>
	Math inwithin one school year.
	This accelerated progress helps close learning gaps and
	aligns students with grade-level expectations.
	For students below grade level, the <b>MAP Growth</b> goal is:
	1+ grade levels of growth in Reading and Math within one
	school year.
	This target ensures steady progress, helping students move
	closer to grade-level proficiency.
Math Entry Exam	Diagnostic only no performance expectations
Spanish IPT	Diagnostic only—no performance expectations
SRI	Growth of 1.5 grade levels in one school year
	Growth toward predicted ACT "college ready" status
ACT Aspire	Growth in text complexity mastery
Panorama Surveys	Improved ratings for safety, belonging, growth mindset, parent
ř	and student voice, parent engagement, and self-efficacy
Common Unit Diagnostic	Diagnostic only – no performance expectations
Assessments	
Common Unit or Quarterly Ex	0.1
	Exceeded Standard"
	<ul> <li>90% of students earning performance level of Nearly Met,</li> </ul>
	Met, or Exceeded Standard"

Classroom-Driven Assessments	80% of students earning performance level of "Met or Exceeded Standard"
	<ul> <li>90% of students earning performance level of Nearly Met, Met, or Exceeded Standard"</li> </ul>

Management of Course Assessment Performance Bands

LPS uses Illuminate's built in "equipercentiles" statistical analysis function to align performance bands for periodic course assessments with prediction of mastery on external exams like the SBA and the ACT. Performance band sets will continue to be adjusted as the data set increases and validity improves.

Operational and <u>Logistical</u><u>Longitudinal</u> Support for Formative Assessment

The LPS Data Team supports all-plays a crucial role in supporting educators with aspects of formative assessment, including-assessments. They assist in every phase of the process, from test development, and material organization of materials, to setting of performance bands, test administration, analysis, reporting administering tests, and inquiry practices and procedures analyzing results. The team loadsensures all periodic exams are pre-loaded for teachers and provides customizations per classroom, with flexibility for customization within certaindefined parameters to ensure tests both truly reflect established maintain alignment with standards and align with while accommodating individual pacing orand curricular choices made by specific teachers. The team is also available to load classroom/interim assessments on demand weekly quizzes, retakes, and more. The team maintains the access protected LPS Course Assessments Matrix in the Common Spine LPS Google Drive so that leaders and coaches can quickly view the "landscape" of course assessment and access the specific assessments and student results for each course.

# **Data Analysis and Reporting**

# Types of Data Used

LPS centrally manages a responsivedynamic and eorrespondingly complex comprehensive data eeo-system ecosystem designed to supportfacilitate data-driven analysis, reflection, dialogue, planning, and action amongacross all stakeholders and concerning. This system supports all aspects of the school's work. These include all, including academic performance data; (both summative and formative;), as well as key metrics like attendance, course completion, behavior, demographic trends, stakeholder perceptions, intervention participation in interventions, college eligibility, and college persistence; and other data deemed. This responsive ecosystem ensures that valuable data is continuously used to the drive informed decision-making and foster a culture of continuous improvement processthroughout the organization.

# Collecting, Analyzing, Using, and Reporting Academic Performance and Other Data

Five data platforms play essential roles in LPS' data eco system. Illuminate serves as our student information system, assessment management system, and core data structure. Virtually all student identified\_data is maintained or brought into Illuminate using its flexible and well-architected database. This includes Illuminate "native" data such as grades, attendance, and course assessment results; along with imported data such as state and national test scores, National Student Clearinghouse (NSC) college persistence data, Tier 2 services participation, survey results, and more. In addition to its data model, Illuminate offers excellent built-in reporting as well as custom reporting functionality LPS uses to meet many reporting needs.

Four additional data platforms play key roles:

1) Schoolzilla: "Data Wall" providing visually powerful, drill down reporting—strong compliment to Illuminate

2) Google Apps: highly user-friendly single gateway for entries such as restorative conference requests, behavior incidents, student check ins, parent contacts, and more (hourly automated import into Illuminate)

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3), Navigate Learning/Gooru: On line learning and assessment management platform that holds and delivers curriculum and features clear and engaging dashboards for teacher and students to guide learning

4) LPS Custom Analytic Databases: Access and Filemaker databases meet needs not yet responded to by our enterprise level tools, such as student data, goals and reflection sheets used weekly in Advisory, the Pathway to college master scheduling tool, highly customized report cards, and more. Data integration of these tools with Illuminate using ODBC makes providing these in demand tools sustainable.

The LPS Data Team utilizes key data platforms, including Infinite Campus, to generate crucial reports such as the DnA report, which offers insights into student achievement and growth. Infinite Campus serves as a central data hub, enabling the generation of multiple types of reports, while platforms like DeansList support behavioral tracking and communication. These systems provide teachers with valuable data to inform instructional decisions, assist in formative assessments, and tailor classroom interventions, ensuring alignment with established standards while allowing for customized pacing and curricular choices.

## Role and Use of Data to Inform Curriculum, Instruction, and Professional Development

Data play ais central role in shapingto driving decisions around curriculum, instruction, and professional development decisions and actions. The use of data is integrated. It is seamlessly embedded into all network and school education program relatedevery aspect of the network's and school's educational roles and structures; ensuring that informed, data-driven actions are taken at every level. By integrating data into these processes, we create a cohesive framework that supports continuous improvement and responsiveness to student needs.

Ed Program Structure Role	Use of Data
LPS Board Academic Program Committee	Use of data is quarterly Serves in Advisory role to the Chief Academic Officer and Ed Team Reviews detailed course student performance outcomes in tandem with teacher observation results and curriculum and professional development artifacts to surface questions, recommendations, and priorities
LPS Ed <u>Admin</u> Team	Use of data is weekly or more frequent to include new data as available Incorporates student outcome data as well as received feedback and ratings from teachers Key findings shape professional development and coaching through ongoing cycles of inquiry and action Partner with Course Facilitators to provide data-rich learning opportunities for teachers across all course teams
LPS Instructional Leaders	Use of data is quarterly Team-based data-driven inquiry and planning to identify and respond to gaps
LPS Course Facilitators	A teacher leader for each course facilitates a data-rich outcomes analysis, reflection and planning process for each course team at each network-wide PD (5 times per year)
LPS Oakland Instructional Leadership Team (ILT)	Use of data is weekly or more frequent Employs student outcomes and teacher observation and practice data  The data is weekly or more frequent  The data is weekly or more frequent  The data is weekly or more frequent

	<ul> <li>Focus on overall as well as standards/learning target</li> </ul>
	performance
	<ul> <li>Results shape professional development and coaching</li> </ul>
	through ongoing cycles of inquiry and action
	<ul> <li>Coaches address identified priority areas with individual</li> </ul>
	teachers
LPS Tier 2 Team (COST)	<ul> <li>Use of data is weekly or more frequent</li> </ul>
	<ul> <li>Integrates student-level academic, behavior, and</li> </ul>
	engagement data
	<ul> <li>Used to track progress for students served by Tier 2 and to</li> </ul>
	identify potential new needs for referral

LPS Tier 2 Team	ongoing cycles of inquiry and action  Coaches address identified priority areas with individual teachers  Use of data is weekly or more frequent  Integrates student level academic, behavior, and engagement
	data  - Used to track progress for students served by Tier 2 and to identify potential new needs for referral
LPS Oakland Department Teams	- Use of data is monthly - Employs student outcome and teacher observation and practice data - Focus on overall as well as standards/learning target performance within the frame of the agreed upon scope and sequence - Results shape ongoing improvement of curriculum and instruction
LPS Oakland Teachers	Use of data is daily Focus on standards/learning target performance within the frame of the agreed upon scope and sequence Results shape ongoing improvement of curriculum and instruction
LPS Oakland Students	<ul> <li>Use of <u>DeansList</u> data is weekly or more frequent</li> <li>Weekly process in Advisory for students to review their grades, GPA, attendance, and missing or not-yet-passed assignments alongside their SMART goals and to reflect on their academic progress and next steps.</li> <li>Students use data alongside their work to design and lead student-led-conferences at the close of each grading period_semester</li> </ul>
LPS Oakland Parents/Guardians	Use of data is 3Data Review: Conducted three times per year (closeat the end of Quarters 1-3)2-4     Parents/guardians participate in 3one annual student-led-conferences conference.     Data includeStudents present progress in two exhibitions of learning annually.     Includes grades, specific standards and learning targets outcomes, attendance, student reflections, plansevidence of learning, and next steps, and more.

The role and use of data to inform stakeholders of school performance: LPS maintains and implements an established set of processes and reports to inform stakeholders of school performance.

LPS actively manages and implements a comprehensive system of processes and reports to keep stakeholders informed about school performance. This system includes a variety of data-driven tools, such as academic performance reports, attendance records, behavior tracking, and stakeholder surveys, which provide a clear and timely picture of the school's effectiveness. The data is regularly analyzed and shared

with students, parents, staff, and community members through various formats, ensuring transparency and supporting informed decision-making. By integrating both quantitative and qualitative data, LPS empowers stakeholders to engage with the school's progress, make informed contributions, and take action to support continuous improvement efforts.

Stakeholders	Role and Use of Data to Inform Stakeholders of School Performance		
School Leaders and <u>Leadership Teams</u>	Quarterly Data Reviews: Review of end-of-quarter, semester, and year performance vs.     goals and prior results     Used to identify gaps and inform response to improve results		
LPS Board of Directors	All available through the LPS website  Executive Data Dashboards: Quarterly report of progress on LPS goals  LCAP/LEA Plan: Annual report of progress on eight state priorities  School Accountability Report Card: Overview of school program and outcomes in the prescribed SARC format		

Leadership Teams	and year performance vs. goals and prior results  - Used to identify gaps and inform response to improve results
LPS Board of Directors	All available through the LPS website
	- Executive Data Dashboards: Quarterly report of progress on LPS goals - LCAP/LEA Plan: Annual report of progress on eight state priorities - School Accountability Review Card (SARC): Overview of school program and outcomes in the prescribed SARC format

F-18	
LPS Oakland Neighborhood	
Oakland Unified School District	
California Department of Education	
The Broader Public	
Individual Students <u>∧</u> Parents as Stakeholders for their Own Data	Illuminate Data PortalInfinite Campus:     on-line portal to a wide range of data     Advisory Goals & Data Sheets Deans List Reports:     Weekly report and session for students to review and plan from their grades, attendance, assignments, and other data; and their own set goals for the year     Student-Led-Conference     Sheets ConferenceSheets: A report sharing course grades, attendance, mastery assignments, and other data for use during the SLC process     Deans List Reports: provide a clear overview of student performance, engagement, and behavior in school.

# Grading, Progress Reporting, and Promotion/Retention

# **Grading Policy**

The focus of the grading policy is mastery by the end of each learning period and college readiness by the end of high school, with the recognition that students are starting at different points and may have different growth curves. All students have multiple opportunities to retake or resubmit assignments. LPS applies data based performance band sets to periodic and classroom assessments to derive appropriate scores for the gradebook.

A, B and C are passing course grades. Students who earn Ds and/or Fs and who demonstrate mastery of more than half of the course standards can remediate grades by re-submitting specific work not yet mastered, completing a standards based module, or retaking the course. Students who demonstrate mastery of less than half the course standards must retake the entire course.

Purpose of grading at LPS Oakland R&D is used to communicate the success of a student in a particular course to the student, parent/guardian, and others. The letter grades used represent how successful a student has achieved predetermined learning targets for each course area. Grades are intended to provide information to students for self-evaluation and growth and to encourage LPS Oakland R&D Campus

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student growth and progress in learning. It is also to help teachers identify students for appropriate and available educational interventions (i.e. Mandatory Tutoring, Saturday School, Intersession, and Summer School), and evaluate the effectiveness of curriculum, instruction, and assessment practices. Grades are updated weekly and are reviewed weekly by advisors.

<b>Letter Grade</b>	Percentage	<b>GPA</b>	<b>Meaning</b>		
A	<del>90-100</del>	4.0	Complete mastery of concepts in course		
B 80 89 3.0 Adequate mastery of most concepts in course					
E	<del>70-79</del>	2.0	Adequate mastery of some concepts in course		
Đ	<del>60-69</del>	1.0	Inadequate for most mastery of concepts		
F	<del>50-59</del>	0.00	Most concepts were not mastered.		

Earning a letter grade of a "C" or above allows students to earn credit for the course.

## Promotion Policy

Grades at LPS Oakland R&D reflect student cognitive skill and content mastery. Teachers at LPS Oakland R&D use Mastery Based Grading principles when assessing student learning and assigning grades. LPS Oakland R&D grades are tracked using Infinite Campus, a web-based gradebook. Teachers develop learning targets that align to the California state standards and students are evaluated on their mastery of these standards, rather than on effort, class participation. These learning targets are the indicators on which students demonstrate mastery and growth, and students receive feedback on individual assignments aligned to learning targets. Student grades are composed of 90% Academic assignments and 10% Habits.

Assignments that can count for "Academic" include any student work that is scored for mastery and/or growth (e.g., a quiz, test, project, essay, presentation). Assignments that can count for "Habits" include Do Nows/launches, participation, engagement, attendance, adhering to class norms, practice assignments, and assignments that are not connected to standards. Any missing assignments are calculated as 50%.

Depending on teacher policy, students are permitted to revise assignments to improve a mastery score. Teachers communicate their individual revisions policies at the start of the school year, and students are encouraged to take advantage of every opportunity to revise an assignment.

Students and parents have access to their grades through the Infinite Campus Portal throughout the school year. Students periodically receive printed grade reports with lists of missing assignments in their advisories. Formal progress reports are sent home at the end of Quarter 1, Semester 1, and Quarter 3.

# Letter Grades and GPA

Student grades at the end of each semester are translated into letter grades for transcripts and Grade Point Averages (GPAs). For advanced courses, student grades are weighted with an additional grade point.

<u>Mastery</u> <u>Description</u>	Mastery Rating	Percent Ranges	Transcript Letter Grade	Unweighted GPA	Weighted GPA (for AP and College Courses)
Advanced  Mastery of all content	<u>4</u>	<u>89.5 - 100</u>	<u>A</u>	<u>4.0</u>	<u>5.0</u>
Proficient Mastery of most content	<u>3</u>	<u> 79.5 - 89.4</u>	<u>B</u>	3.0	<u>4.0</u>
Developing  Mastery of some content	2	<u>69.5 - 79.4</u>	<u>C</u>	2.0	<u>3.0</u>
Emerging Inadequate Mastery	1	<u>64.5 - 69.4</u>	<u>D</u>	0.0	0.0
Missing No data	<u>0</u>	<u>0 - 64.4</u>	<u>F</u>	0.0	0.0

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#### Promotion, Retention, and Progress Reporting

LPS students complete the A-G requirements in this the sequence, 10 presented below, as well as courses in Design and Multimedia Arts. Ten (10) credits per course: 9th: English 1, are earned with a course grade of "C" or better.

Ninth Grade. Algebra 1, Biology English 9, Ethnic Studies (+ two additional courses), Biology, World Language, Intro to Design and Multimedia Arts

Tenth Grade. Geometry, English 2, Algebra 210, World History, Chemistry, Art, Spanish World Language, Intermediate Design and Multimedia Arts

Eleventh Grade. Algebra 2, English 3, Geometry, US11, U.S. History, Physics, Spanish, College Course Elective Advanced Design and Multimedia Arts, Dual Enrollment and/or WBL Career Practicum, or World Language

Twelfth Grade. Pre-calculus or Statistics or Personal Finance, English 4, PreCalculus 12, Government & and Economics, Art, College Course Elective (+ one additional course) Dual Enrollment and/or WBL Career Practicum, or World Language

Students who have earned 75 or more of the 100 A. G. credits expected by the end of 10th grade will be promoted to 11th grade "upper school." Students who have earned 130 or more of the Promotion Our program is designed to ensure that every student is on track to meet the 200-credit requirement for graduation. The path to graduation involves accumulating credits progressively throughout high school, with specific milestones at the end of each grade level. Our six-block course design is structured to support students in not only meeting these milestones but also exceeding them. If a student successfully passes all their classes with a grade of C or better, they can accumulate up to 240 credits or more by the time they graduate. This total can increase further for students who take advantage of dual enrollment courses, allowing them to earn college credits while still in high school.

Grade Level	Minimum Credit Accumulation to Remain on Track for Graduation	Potential Credit Accumulation by End of Year
<u>9</u>	<u>50</u>	<u>60</u>
<u>10</u>	<u>100</u>	<u>120</u>
<u>11</u>	<u>150</u>	<u>180</u>
12	200	240

## Retention and Supports

However, we understand that not all students will meet the minimum credit requirements at each grade level. For those who find themselves off track, we have a robust set of support structures in place to help them get back on course:

• Personalized Intervention Plans: For students who are behind in credit accumulation, we develop personalized intervention plans in partnership with the student, their family, and their advisor. These plans are tailored to address the specific challenges the student is facing.

- Daily Teacher Office Hours: Teachers are available daily to provide extra help, ensuring that students receive the academic support they need to catch up.
- Credit Recovery Options: We offer multiple avenues for credit recovery, including summer school, online courses, and opportunities for evidence of mastery revisions. These options allow students to regain lost credits and stay on track for graduation.
- Regular Monitoring and Communication: We closely monitor each student's progress and communicate regularly with families through weekly reports and self-reflection sessions in Advisory. This ensures that any issues are identified early, and support can be provided promptly.
- Social-Emotional Support: Our Wellness Counselors provide individual and group services to help students manage the social and emotional challenges that may impact their academic performance.
- Parental Engagement: We engage families through regular communication and workshops, empowering them to support their child's journey toward graduation.

Our commitment is to ensure that every student has the opportunity and support needed to reach the 200-credit graduation requirement. Whether students are on track or need additional help to get there, we are dedicated to providing the resources and guidance necessary for their success.

160 credits expected by the end of 11<sup>th</sup> grade will be promoted to 12<sup>th</sup> grade. An individualized plan will be enacted with all students behind on credits to ensure they get back on track and graduate high school college ready.

# Type and Frequency of Progress Reporting

## Progress reporting takes four primary forms:

To keep students on track for graduation and ensure they meet the 200-credit requirement, we have established a comprehensive progress monitoring and support system. This system includes various types of reports and interventions, all designed to provide timely and actionable feedback to students and families:

- Weekly Achievement Reports: Every week, students and their families receive detailed reports via
   DeansList, highlighting academic performance, attendance, and any areas needing immediate
   attention. These reports ensure that everyone is informed of the student's progress in real time.
- Bi-Weekly Summative Reflection Documents in Advisory: Every two weeks, students participate
  in summative reflection sessions during Advisory, where they assess their own progress, set goals,
  and reflect on their achievements and challenges. These reflections are shared with families to foster
  open communication and partnership in the student's educational journey.
- Mid-Quarter Progress Reports: Midway through each quarter, students receive progress reports
  that provide a comprehensive overview of their academic standing. These reports serve as an early
  indicator of whether a student is on track to meet the quarter's credit accumulation goals.
- Quarter Grades: At the end of each quarter, students receive official grades that reflect their performance across all subjects. These grades are crucial for determining if students are meeting the necessary benchmarks for credit accumulation and academic mastery.
- Real-Time Access via Infinite Campus: Our Student Information System (SIS), Infinite Campus, provides parents with real-time access to their child's mastery ratings on standards and outcomes from content summative assessments. This transparency allows parents to monitor their child's progress continuously and take proactive steps when needed.
- Opportunities for Mastery Revision: We offer students the chance to revise key assignments to improve their mastery ratings. This opportunity not only helps students enhance their understanding but also contributes to their overall credit accumulation and academic success.

• Student-Led Conferences: During the second quarter, students lead conferences with their families and advisors. These conferences empower students to take ownership of their learning, articulate their progress, and discuss any support they may need to stay on track for graduation.

Through these comprehensive and consistent monitoring tools, we are committed to supporting every student in meeting their academic goals. For those who may fall behind, our system allows for timely interventions and personalized support, ensuring that all students have the resources and guidance necessary to achieve success and graduate on time.

#### ELEMENT 4: GOVERNANCE

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- 1. Weekly Goals and Data Sheets. Students review their own grades, attendance, and missing/not yet passed assignments each week in Advisory, with support to pursue action as needed to make up assignments, raise grades, and master course content.
- 2. <u>Progress Reports and Report Cards</u>. A progress report is sent home at the close of each of the non-credit bearing grading periods and a report card at the close of each credit-bearing semester.
- 3. <u>Graduation Pathway</u>. A report illuminating A-G requirements fulfilled and not yet completed along with GPA, SAT and ACT scores, and college eligibility index scores; utilized each Spring for summer school and next school year scheduling.
- 4. <u>High School Transcript</u>. Students review their official high school transcripts twice each vent.

## V: ELEMENT 4: GOVERNANCE STRUCTURE

The governance structure of the <u>charter</u> school, including, but not limited to, the process to be followed by the <u>charter</u> school to ensure parental involvement." <del>California Education\_ Ed.</del> Code § 47605 (b) (c)(5) (D).

## Operation by or as a Nonprofit Public Benefit Corporation

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 comply with the provisions of Education Code section 47604(b)(1) and shall not operate as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. A for-profit educational management organization and a for-profit charter management organization are entities that manage or operate a 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 amend the bylaws to change the number of governing board members, Charter School shall provide a copy of the amended bylaws to the OUSD Office of Charter Schools ("OCS") within 30 days of adoption.

Charter School will respond to Public Records Act requests in a timely manner and in compliance with the California Public Records Act (Government Code section 6250 et seq.).

## Indemnification of District

Charter School through this Charter agrees to defend, and indemnify and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "District" and "District Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School's performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns.

# Governing Board Operation

Charter School shall send to the the OCS copies of follow Education Code section 47604.1, and comply with the Ralph M. Brown Act (Government Code section 54950 et seq.); the California Public Records Act (Government Code section 6250 et seq.); Government Code section 1090 et seq.; and the Political Reform Act (Government Code section 81000 et seq.) Charter School shall also comply with the provisions of Education Code section 47604.1(c) with respect to the location of its meetings, and broadcasting its meetings on a two-way teleconference where required.

Charter School shall publicly post all governing board meeting agendas at the same time that they are posted in in accordance with the Brown Act. Charter School shall also send to the OCS copies keep accurate records of all governing board meetings, whether they were canceled, rescheduled, or held, and make board meeting documents, including board meeting minutes within one week of governing board approval of the minutes.

Timely, available to the public either upon request or by posting of agendas and minutes on Charter School's on the charter school's website will satisfy this requirement.

The District reserves the Charter School acknowledges the District's statutory right, but is not obligated, to appoint, at the District sole discretion, a single representative of the District's choosing to the Charter School governing board pursuant to Education Code section 47604(bc).

# LEGAL AND POLICY COMPLIANCE

Charter School shall comply with all applicable federal, state, and local laws and regulations, and District policy as it relates to charter schools, as they may be amended from time to time.

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.

# NOTIFICATION OF THE DISTRICT Required Notifications to the District

Charter School shall notify the OCS in writing of any citations or notices of workplace hazards, investigations by outside 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, regarding any aspect of Charter School's operations, within one week of receipt of such notices by Charter School. Unless prohibited by law, Charter School shall notify the OCS in writing of any internal investigations within one week of commencing investigation. Charter School shall notify the OCS within 24 hours of any dire emergency or serious threat to the health and safety of students or staff. This 24-hour notification applies to any allegations of serious misconduct related to student safety or child abuse by any student or adult that occurred on campus.

## STUDENT RECORDS

#### **Charter School Records**

Upon receiving a 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 <u>4615</u>. Charter School shall comply with the requirements of Education Code section 49060 *et seq.*, regarding rights to access student records, and Education Code section 49069.3 and 49069.5 regarding transfer of records for youth in foster

"Leadership Public Schools Oakland R&DCharter School acknowledges that pursuant to Article XVI section 8.5(e) of the California Constitution, sections 2(e), 6, and 8 of Proposition 98, and sections 33126.1(b), 35256(c), and 35258 of the Education Code require schools, including Leadership Public Schools Oakland R&DCharter School to provide certain information in certain formats in certain ways to the general public and specifically to parents of students at Leadership Public Schools Oakland R&DCharter School and of the District. Leadership Public Schools Oakland R&DCharter School further acknowledges that it has the obligation to provide all of such information to the District that is required by these referenced authorities in

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"Leadership Public Schools Oakland R&D will maintain sufficient staff and systems including technology, required to ensure timely reporting necessary to comply with the law and to meet all reasonable inquiries from District and other authorized reporting agencies."

"Leadership Public Schools Oakland R&DCharter School in accordance with Education Code section 47604.3, shall promptly respond to all reasonable inquiries from the District, including but not limited to, inquiries regarding financial records, from the District\_Letters of Inquiry, and Notices of Concern, and shall consult with the District as needed regarding any such inquiries. Leadership Public Schools Oakland R&DCharter School acknowledges that it is subject to audit by OUSD if OUSD District. If the District seeks an audit of Leadership Public Schools Oakland R&D itCharter School, the District shall assume all costs of such audit. This obligation for the District to pay for an audit only applies if the audit requested is specifically requested by the District and is not otherwise required to be completed by Leadership Public Schools Oakland R&DCharter School by law or charter provisions."

"Members of Leadership Public Schools Oakland R&D Governing Board, any administrators, managers or employees, and any other committees of the School

## Charter School Ombudsperson

Charter School shall ensure that, at all times eomply with federal throughout the term of the Charter, a neutral party, "Ombudsperson", is identified to serve as an independent resource, assisting families and community members in investigating and state laws, nonprofit integrity standards and OUSD's Charter School policies and regulations regarding ethics and addressing complaints, conflicts of interest so long as such policies and regulations are not in conflict with any then existing applicable statutes or regulations applicable to charter schools.

Leadership Public Schools Oakland R&D and/or its non-profit corporation will be solely responsible for the debts and obligations of the charter, and other school."

"To the extent that Leadership Public Schools Oakland R&D is a recipient of federal funds, including federal Title I, Part A funds, Leadership Public Schools Oakland R&D has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the No Child Left Behind Act and other applicable federal grant programs. Leadership Public Schools Oakland R&D agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of the No Child Left Behind Act and other applicable federal programs, including, but not limited to, documentation—related to required parental notifications, appropriate credentialing of teaching and paraprofessional staff, where applicable, or any other mandated federal program requirement. The mandated requirements of NCLB include, but are not the limited to, the following:

Notify parents at the beginning of each school year of their "right to know" the professional qualifications of their child's classroom teacher including a timely notice to each individual parent that the parent's child has been assigned, or taught for four or more consecutive weeks by, a teacher who is not highly qualified.

Develop jointly with, and distribute to, parents of participating children, a school parent compact.

Hold-an annual Title I meeting for parents of participating Title I students.

Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy.

Leadership Public Schools Oakland R&D also understands that as part of its oversight of the school, the Office of Charter Schools may conduct program review of federal and state compliance issues."

## "EOUAL 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 recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

# ESEA/NCLB AND CREDENTIALING REQUIREMENTS

Charter School shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as No Child Left Behind (NCLB)) that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers meet applicable state requirements for certificated employment, including the provisions of Education Code section 47605(1). Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

As part of the Fall Information Update, Charter School will notify the District issues. This individual's name and contact information should be clearly articulated in writing of the application deadline and proposed lottery date. Charter School will ensure that all application

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materials will reference these dates as well as provide complete information regarding

This Board of Directors is composed of a broad cross-section of professionals with the skills necessary to appropriately oversee the operations of the organization. These members have, among other things, experience in education, business, technology, facilities, leadership development and organizational development. A roster of the LPS Board Members and their biographies, as well as an organizational chart of district roles and responsibilities, is included in the supplemental materials submitted in Appendix C: Governance Capacity. In addition, verification of Brown Act training and the LPS Conflict of Interest Policy are provided in Appendix C. Detailed information about LPS Board of Directors, including adopted policies,

agendas, minutes and the Governing Board meeting schedule are available to the public and can be found on the LPS website at www.leadps.org.

Current Board Members include Tajah Bernstine (student representative, LPS Oakland R&D), Chuck Bowes (Partner, Waypoint Wealth Partners), Luis Chavez (Executive Director, Career Ladders Project), D'Lonra Ellis, Esq. (Corporate Counsel, Aspire Public Schools), David Finke (Managing Director, Russell Reynolds), Jesuscita Fischel (Consultant), Kelley Gulley (Program Manager, James Irvine Foundation), Kevin Katari (Founder, Outspace Systems and LPS Board Treasurer), Briggitte Lowe (parent representative, LPS Hayward), Yolanda Peeks (Retired Educator and LPS Board Secretary), Prasad Ram (CEO, Gooru), Maria Ruiz-Tolento (staff representative, LPS Richmond), David Schiffman (Consultant, Digital Path), Amy Slater (Lecturer, UC Berkeley), Christopher Whitmore (Community Relations Director, City of Richmond, LPS Alum), Michael Zaninovich (Managing Partner, Robertson Stephens), and Louise Waters (Superintendent & CEO, Leadership Public Schools and LPS Board President). LPS Bylaws provide for a teacher member, parent member, student member and alum on the Board of Directors.

The method of Board election, terms and replacement are all addressed in detail in the LPS Board of Directors Bylaws, included in Appendix C: Governance Capacity. Director terms are three years and are staggered. Vacancies are filled by a nominating committee, and approval requires a majority vote by the Board of Directors as required under the law. LPS agrees to provide copies of any changes to the Bylaws to the charter authorizer. The Board will allow for the appointment of a director by its Authorizer pursuant to Education Code Section 47604(b), the Charter School's board of directors shall seat the appointed director upon written notification from the Superintendent of such an appointee. Any such appointed director shall have all the rights and privileges of any regular member of the board of directors and shall be subject to all the same terms and conditions of office. student and family handbook or distributed widely.

As further outlined in the Board's Bylaws, the Board of Directors is responsible for:

- Upholding the mission and charters of LPS,
- The general policies of LPS,
- Approving and monitoring of the School's annual budget,
- Review and approval of the School's independent fiscal audit, including the resolution of any audit findings.
- Receipt of funds for the operation of the School in accordance with the charter school laws.
- Solicitation and receipt of grants and donations consistent with the mission of LPS,
- Overseeing the sound operation of a hiring system,
- Approving LPS' personnel policies and monitoring the implementation of these policies by the CEO, Principal or other designee,
- Approval of all changes to the charter to be submitted to the Authorizer as necessary in accordance with applicable law;
- Long term strategic plan for the School and network, and
- Any other responsibilities provided for in the California Corporations Code, the Articles of Incorporation, Bylaws, and applicable sections of the Ed Code, this charter necessary to ensure the proper operation of the School.

The LPS Board of Directors may initiate and earry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established. The Board of Directors may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to an employee of the School any of those duties, except where specifically excluded in the by laws. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated.

## Governance Procedures and Operations

To the extent allowable by law, the Board of Directors may delegate the implementation of its duties to the employees of the organization or other responsible parties.

At the current time, consistent with best practice, the LPS Board of Directors oversees operations but delegates day to day authority to the Chief Executive Officer of LPS, who is responsible for the day to day operations but may delegate certain responsibilities to other staff, including the Chief Business Officer, the Vice President for Human Resources, the Director of Operations, their staff, other administrators, and to the Principal at the School.

The Principal may delegate his or her responsibilities further to other school site staff such as the Dean, counselors, school manager, academic department chairs and/or teachers. Within the context of the LPS Board policies as outlined in the LPS Operations Guide, current school responsibilities include hiring, instructional plan and supervision, student discipline up to suspension, and discretionary budget management.

The Principal is the senior authority at the school site but the final management authority resides with the Chief Executive Officer and the ultimate overall organizational authority resides in the LPS Board of Directors, as indicated above. This is separate from the oversight responsibilities of the charter authorizer under the Charter Schools Act.

# Meetings

All meetings of the Board shall be conducted in accordance with the Brown Act (Govt. Code 54950 et seq.).

- Place of Meetings Board Meetings shall be held at the corporation's principal office or at any other reasonably convenient place as the Board may designate.
- Annual Meetings An Annual Meeting shall be held in May or June of each year for the
  purpose of electing Trustees, making and receiving reports on corporate affairs, and
  transacting other business as comes before the meeting.
- Regular Meetings Regular Meetings shall be held at various times within the year as the Board determines.
- Special Meetings A Special Meeting shall be held at any time called by the Chair or by any three (3) Trustees.

- Adjournment—A majority of the Trustees present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent Trustees if the time and place is fixed at the meeting adjourned, except if the meeting is adjourned for longer than 24 hours, notice of the adjournment shall be given as specified in these Bylaws.
- Notices Notices of Board Meetings shall be given as follows: Annual Meetings and Regular Meetings: At least 72 hours prior to the regular meeting, the Board must post an agenda containing a brief general description of each item to be discussed or transacted at the meeting, including items to be discussed in closed session. Special Meetings: Notice of a special meeting along with an agenda containing a brief general description of each item to be discussed or transacted at the meeting, including items to be discussed in closed session, must be provided 24 hours in advance of the meeting to all the Board and to all media outlets who have requested notification. The notice must also be posted at least 24 hours prior to the meeting.

#### Committees

Appointment of Committees. The Board may appoint one or more Board Committees by vote of the majority of Trustees. A Board Standing Committee will consist of not less than two Trustees, who shall serve at the pleasure of the Board. Authority of Board Committees. The Board may delegate to a Board committee any of the authority of the Board, except with respect to: The election of Trustees; Filling vacancies on the Board or any committee which has the authority of the Board; The amendment or repeal of any Board resolution; The fixing of any compensation for serving on the Board or any committee; The amendment or repeal of Bylaws or the adoption of new Bylaws; The appointment of other committees of the Board, or the members of the committees; The expenditure of corporate funds to support a nominee for Trustee; The approval of any self-dealing transaction, as defined by the California Nonprofit Public Benefit Corporation Law. Procedures of Committees. The Board may prescribe the manner in which the proceedings of any Board Committee are to be conducted. In the absence of such prescription, a Board Committee may prescribe the manner of conducting its proceedings, except that the regular and special meetings of the Committee are governed by the provisions of these Bylaws with respect to the ealling of meetings.

#### By Laws & Decision Making

Board Decision Making procedures are as follows: Quorum—A quorum consists of 51% of the fixed number of Trustees. Action by the Board Actions Taken at Board Meetings. The actions taken and decisions made by a majority of the Trustees present at a meeting duly held at which a quorum is present are the actions and decisions of the Board, except for purposes of electing Trustees, appointing committees and delegating authority thereto, or amending the corporation's Bylaws, where the action of a majority of Trustees then in office is required by the California Nonprofit Public Benefit Corporation Law or as set out in these Bylaws. The Board may continue to transact business at a meeting at which a quorum was originally present, even though Trustees withdraw, provided that any action taken is approved by at least a majority of the quorum required. Actions Without a Meeting. The Board may take any required or permitted action without a meeting if all the Trustees individually or collectively consent in writing to the taking of that action. Such consent shall have the same effect a unanimous vote of the Board, and

shall be filed with the minutes of the Board proceedings. Meeting by Telephone or other Telecommunications Equipment. Any Board of Directors meeting may be held by conference telephone, video screen communication, or other communications equipment. Participation in a meeting under this Section shall constitute presence in person at the meeting if all of the following apply: Each member participating in the meeting can communicate concurrently with all other members. Each member is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation. All members participating are in Brown Act

#### Stakeholder Involvement & Dispute Resolution

Parents are included in the governance and operation of the school by the creation of an active Parent/Guardian Association (PGA), parent membership on the School Site Council ("SSC") and representation on the LPS Board of Directors. Communications include website updates, Parent/Guardian Newsletters, monthly Parent/Guardian Association meetings, parent teacher conferences, volunteer opportunities, fundraising, and school surveys, among other things. All members participating are in Brown Act compliant, public locations with a posted agenda.

All LPS parents are automatically members of the PGA. The PGA will serve as a means for parents to support the School and the education of their children, learn more about School activities and needs, and be more involved with the governance and operations of the school by serving as a forum for voicing their concerns and suggestions about both day to day operations and overall policy. Translators are provided when needed. The PGA is also encouraged to utilize the Parent Representative on the LPS Board of Directors for involvement in broader-School policy issues. In addition, parents are also involved with the governance and operation of the School via a School Site Council ("SSC"), in compliance with regulations for Title I and other federal funding. The SSC is comprised of representatives of all School constituencies, including parents, students, teachers and administrators. The SSC will participate in reviewing and proposing school and LPS policies, soliciting the views of all their respective constituencies, sharing in the efforts to improve the school and engaging the support of the community. The SSC is valuable governance advisory body for the Principal. Except for those responsibilities legally delegated or, as mentioned above, all formal and legal governance responsibility for LPS resides with the LPS Board of Directors.

LPS is committed to working with parents to address parent concerns. Parents will be encouraged to share their ideas and concerns with LPS throughout the school year, directly and via the PGA, SSC and Parent Representative on the LPS Board of Directors. Additional information about Parent Involvement and the Operating Plan can be found in the Student Handbook, located in Appendix C: and Element 4 Governance Structure.

Most complaints can be resolved by informal discussion between the complainant and the employee or the employee's principal/supervisor. This formal Complaint process is reserved for complaints which are not resolved after the informal process has been attempted and must be filed no later than 30 days after the incident. If the incident occurs at the end of the school year, the formal complaint must be filed by June 30 of the current school year. For extenuating circumstances, the deadline may be extended. Even when this formal complaint procedure is

initiated, efforts may occur at any point to accomplish satisfactory informal resolution. In no case is there to be retaliation from either party.

Directions for processing complaints against employees, policies, practices and procedures of Leadership Public Schools:

- 1. A person lodging a complaint against an LPS employee or employee practices should meet with the principal or supervisor of the employee to discuss the problem in an attempt to reach a solution.
- 2. Any person who is dissatisfied with the results of such a meeting may wish to complete a Community Complaint Form.

Send the form to Leadership Public Schools, 2601 Mission Street, 9<sup>th</sup> Floor, San Francisco, CA 94110 (FAX 415-358-4513). A letter of receipt stating who will be working with you to resolve this complaint and their contact numbers will be sent to you.

- 3. A copy of the complaint form will be provided to the employee against whom the charge is made with a request that the employee respond in writing to the appropriate administrator within 10 working days of receipt of the complaint. The employee shall cooperate in resolving the complaint.
- 4. If the complaint is not resolved, the LPS administrator will review the complaint and related material, interview parties, and submit findings and recommendations to the Director or designee.
- 5. The Principal or designee will notify the person filing the complaint and employee in writing of the final determination. A final decision will be issued in a timely manner, not to exceed 45 days, after the filing of the formal complaint.
- 6. If the person filing the complaint is not satisfied with the results, an appeal may be made to the COO for non-employee issues; for issues involving employees, appeals will be referred to the VP for HR.

Employees impacted by use of the Community Complaint Form may choose to exercise rights given them by law or by employment agreement. Both the employees and the complaining party may have representation of their choice throughout the process.

7. If the concern is one of equity, LPS recognizes the right of the complainant to file a complaint with the State Department of Education.

The following information is listed neither to encourage nor discourage the filing of a complaint. Rather, it is intended to inform you of the possible outcomes of a formal complaint proceeding.

- I understand that the school or LPS may request additional information from me
  regarding this matter, and I agree that I will provide such information as is available
  to me. I also understand that as the complainant, I may also be required to testify and
  be subject to cross examination.
- I understand that while my requested resolution of this matter will be carefully
  considered, the ultimate action taken may ultimately be more or less severe than the

- remedy I have proposed. In serious situations, the information contained in this complaint may be used among other things as a basis for termination of an employee.
- If the complaint is directed toward actions of an employee, I understand that LPS will
  give a copy of this complaint to the individual(s) about whom I have complained. The
  person will be given the opportunity to respond to this complaint. I will be provided
  with a copy of any written response.
- If this matter is not informally resolved, I understand that a hearing may, at some point, be held before the Board of Directors. That hearing shall be held in Executive Session in accordance with the provisions of the Brown Act. At that hearing, the person against whom I have complained has the right to be present. He/she may also have the right to be represented, to call witnesses, to introduce evidence, and to cross-examine me as well as other adverse witnesses. A record of the meeting will be kept.

I understand that I may request to withdraw this complaint at any time. However, in the event that LPS views the matters raised in this complaint as being sufficiently serious, LPS may pursue this matter despite my desire not to proceed. I also understand that if any judicial proceedings arise from the matters, which I have raised in this complaint, both the person I have complained about, and I, would be entitled to all rights and protections available in such judicial proceedings.

Additional information regarding LPS Community Complaint Procedures and Complaint Forms can be found in Appendix C.

#### **Legal Structure**

LPS is a duly constituted California nonprofit public benefit corporation formed and organized in accordance with the California Nonprofit Public Benefit Corporations Law. As allowed by law, LPS will hold the charter and operate the School\_PS Oakland, a directly funded independent charter school, as it does other charter schools. The LPS Board of Directors holds ultimate authority for the School\_Charter School's operations and will be responsible for any potential liability of the Charter School. LPS is the Charter School and there is no separate organizational entity operating or constituting the Charter School. For example, all\_All Charter School employees are employees of LPS as one organization. Notwithstanding this one organizational structure, LPS will continue its nonprofit corporate existence even if this charter is revoked.

A copy of LPS' Articles of Incorporation, Bylaws and IRS 501(c)(3) <u>tax exemption</u> Determination Letter are included in <u>Appendix Cthe appendices of this charter.</u>

LPS <u>Oakland</u> shall operate autonomously from the <u>charter authorizerDistrict</u>, with the exception of the supervisory oversight as required by statute. <u>Depending on and other contracted services as may be negotiated between</u> the <u>charter authorizer and SELPA status of the school</u> <u>District and LPS Oakland</u>. <u>LPS Oakland may also operate autonomously in <u>regardsregard</u> to special education services as allowed by statute. Pursuant to the Education Code Section 47604(ed), the <u>charter authorizerDistrict</u> shall not be liable for the debts and obligations of the <u>Charter</u> School operated as a California non-profit benefit corporation or for claims arising from the performance of acts, errors, or omissions by the School as long as the <u>charter authorizerDistrict</u> has complied with all oversight responsibilities required by law.</u>

The School will be nonsectarian in its programs, admissions policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any student on the basis of race, ethnicity, national origin, gender or disability.

LPS will retain its own legal counsel when necessary. It will purchase and maintain as necessary appropriate levels of general liability, worker's compensation and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance.

LPS will provide evidence of coverage and name the charter authorizer as an additional insured. LPS is currently insured by ASCIP (The Alliance of Schools for Cooperative Insurance Programs), which insures many school districts in California. Evidence of the insurance coverage can be found in Appendix F: Management, Enrollment and Operating Procedures.

LPS shall be responsible for implementing the Charter Schools Act and any other applicable laws in a good faith manner, and to cooperatively pursue any necessary waivers or approvals (e.g., any-California State Board of Education requirements or the Charter School's grant applications needing a Local Educational Agency signature) necessary to implement the charter or seek appropriate funding.

# Operating Plans & Procedures

# School Staffing Model

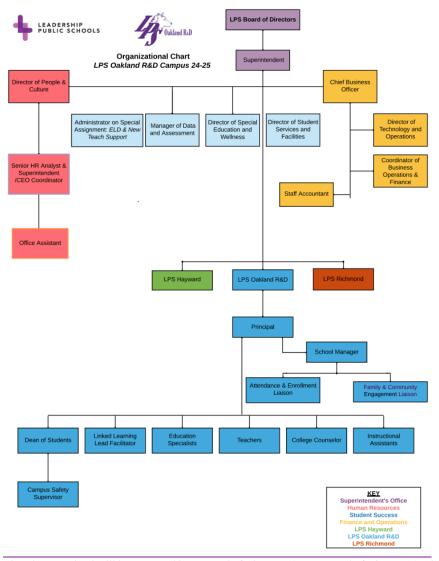
Leadership Public Sc	hools Oakland	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
Staffing and Benefits						
Certificate	d Non-Teaching Staff					
	Principal	1.0	1.0	4.0	<del>1.0</del>	4.0
	Assistant Principals / Deans	3.0	3.0	3.0	3.0	3.0
	Counselors	3.0	4.0	4.0	4.0	4.0
	Other	0.0	0.0	0.0	0.0	0.0
	Total Certificated Non-Teach	7.0	8.0	8.0	8.0	8.0
Teachers						
	Students Per Class	28.0	26.0	26.0	26.0	26.0
	Classes per Day	6.0	6.0	6.0	6.0	6.0
	# Taught	5.0	5.0	5.0	5.0	5.0
	Calculated Teaching FTE	19.2	24.1	25.7	26.7	26.7
	Additional Authorized Teaching	3.0	4.0	5.0	6.0	6.0
	Subtotal Teaching FTE	22.2	28.1	30.7	32.7	32.7
	Student: Teacher Ratio	20.2	<del>18.6</del>	<del>18.1</del>	<del>17.7</del>	<del>17.7</del>
	Special Education RSP FTE	2.0	3.0	3.0	3.0	3.0
	Total Teaching FTEs	24.2	31.1	33.7	35.7	35.7
Classified	Staff					
	Intervention Coordinator/ CCLC	2.0	2.0	2.0	2.0	2.0
	SPED/Instructional Aid	2.0	3.0	3.0	3.0	3.0
	After School Coordinator	1.0	1.0	4.0	1.0	4.0
	Early College / Alumni Support	0.0	4.0	4.0	4.0	1.0
	Student Ally	1.0	2.0	2.0	2.0	2.0
	Campus Supervision	2.0	2.0	2.0	2.0	2.0
	Office Assistant/Enrollment Co	1.0	2.0	2.0	2.0	2.0
	School Manager	1.0	1.0	4.0	1.0	1.0
	Technology Coordinator	1.0	<del>1.0</del>	<del>1.0</del>	<del>1.0</del>	1.0
	Total Classified Staff FTE	<del>11.0</del>	<del>15.0</del>	<del>15.0</del>	<del>15.0</del>	<del>15.0</del>
Total FTE	<b>.</b>	42.2	54.1	56.7	58.7	58.7

# **Student Transportation**

LPS does not provide transportation for students to and from school each day.

Transportation will be provided for field trips either via school busses or public transportation.

# **Governance Structure**



The Charter School will be governed by a Board of Directors ("LPS Board of Directors") whose members have a legal fiduciary responsibility for the well-being of the organization and the Charter School.

The LPS Board of Directors is composed of a broad cross-section of professionals with the skills necessary to appropriately oversee the operations of the organization. These members have, among other things, experience in education, business, technology, facilities, leadership development and organizational development. Detailed information about LPS Board of Directors, including adopted policies, agendas, minutes and the Governing Board meeting schedule are available to the public and can be found on the LPS website at www.leadps.org. The Charter School Board of Directors will attend an annual in-service for the purposes of training individual board members on their responsibilities with topics to include, at minimum, conflicts of interest and ethics.

LPS has adopted a Conflict of Interest Code that complies with the Political Reform Act, Government Code Section 1090 *et seq.* as set forth in Education Code Section 47604.1, and Corporations Code conflict of interest rules and which shall be updated with any charter school-specific conflict of interest laws or regulations. The LPS Conflict of Interest Policy is also included in the appendices.

## Current Board Members

Name, Position, Expertise	<u>Biography</u>	<u>Term</u>
Jennifer Pellegrine, Chair	Jenn sees school transformation as a powerful part of	2022-2025
	creating equitable and inclusive communities. She	
Board Governance, Strategic	has served as a teacher of mathematics, principal,	
Planning, Education Leadership	executive director, coach, and supports schools and	
	non-profit organizations as an independent	
	consultant. Currently, Jenn coordinates a	
	credentialing program for aspiring education leaders	
	at the San Mateo County Office of Education. Jenn	
	joyfully gives back to her community as a board	
	member and a court-appointed special advocate for	
	foster youth.	
Emmanuel Barrera, Vice Chair	Emmanuel 'Manny' Barrera has over 15 years of	<u>2022-2025</u>
	experience serving in various capacities within K-12	
Education Management &	education. As a Latinx first-generation college	
Talent/Leadership Development,	student, Manny has spent his time in education	
Academic Oversight,	ensuring equitable access to high quality learning	
Educational Leadership, Human	environments for all students through the	
<u>Resources</u>	<u>development of education leaders across the country.</u>	
	From special education inclusion teacher to STEM	
	teacher, multiple school leadership roles and	
	network/district leadership, he worked on codifying	
	and scaling learning & leadership development	
	programs across multiple sites – including co-	
	founding a STEAM summer program as well as an	
	expeditionary dual language school. Manny earned a	
	B.S. in Biology/Chemistry from St. Mary's	
	University-San Antonio, an M.S. in Cellular Biology	
	from the University of Texas-San Antonio, an M.Ed.	
	in School Leadership Development from the Harvard	
	Graduate School of Education. Dr. Barrea recently	
	completed his doctoral degree, which focused on the	
	cross-section of K-12 education with adult learning	
	and development systems and structures.	

Vaile Fujikawa, Secretary	Vaile Fujikawa is a passionate change maker and	2022-2025
vane i ujikawa, seeretary	advocate for societal and educational equity,	2022 2023
Strategic Planning, Educational	possessing a wealth of academic achievements and a	
Leadership, Fundraising,	strong commitment to fostering positive change. With	
Community Engagement	a Master of Teaching from USC and a Master of	
	Library and Information Science from San Jose State	
	University, Vaile's educational background is a	
	testament to her dedication to lifelong learning. She	
	obtained her bachelor's degree from UC Davis,	
	where as a first generation college student, she honed	
	her analytical and critical thinking skills. Currently,	
	Vaile is the Program Manager of the Government	
	Information Center at San Francisco Public Library,	
	leveraging her expertise to ensure open access to	
	information for individuals in the San Francisco Bay	
	Area and beyond. Recognizing the urgent need for	
	equity in education, Vaile chose to actively serve on	
	the board of directors for LPS. She shares LPS's	
	unwavering mission to transform educational	
	outcomes for historically underrepresented students,	
	and is fueled by her genuine passion for ensuring	
	equitable opportunities for all learners. With a	
	dedication to lifelong learning and uplifting unheard	
	voices, Vaile Fujikawa is honored to support a more	
	equitable and inclusive educational system.	
Elizabeth Baham, Director	Dr. Elizabeth Baham, a native of San Francisco and	2023-2026
	longtime advocate for California students, brings	
Strategic Planning, Education	extensive experience in educational leadership with a	
<u>Leadership, Academic</u>	focus on equity, access, and opportunity. She has	
Oversight, Accreditation and	dedicated her career to ensuring that all individuals,	
Compliance, Organizational	especially those historically underrepresented and	
Leadership, Professional	continuously underserved, have access to educational	
Development in Teaching and	opportunities that foster personal growth and	
<u>Learning, Organizational</u>	economic advancement. Baham holds a Doctor of	
Systems Development	Education in Leadership for Educational Equity from	
	the University of California, Berkeley, a Master of	
	Arts in Education from Stanford University, and a	
	Bachelor of Arts in Economics from the University of	
	California, San Diego. Her strategic leadership as an	
	educator and administrator includes expanding educational programs, securing grant funding to	
	support diverse candidates, and creating	
	comprehensive academic initiatives to promote	
	inclusive access and advancement. In recognition of	
	her work, Dr. Baham received the 2024 James Irvine	
	Foundation Leadership Award for serving California	
	students and creating pathways for nontraditional	
	students to pursue college degrees and career	
	advancement.	
Jocelyn Lee, Director	Jocelyn Lee has been an educator for more than 25	2024-2027
	years and is a graduate of Stanford University with a	
Academic Oversight, Human	bachelor's degree in American studies and a master's	
Resources, Fundraising,	degree in education. Jocelyn has served as a school	

leader from the preschool level through high school, providing leadership, guidance, and support to teaching staff and developing practices to help bring about educational equity. Jocelvn has a deep commitment to giving children a positive experience in their educational journeys with a focus on community engagement and family/school bonds. Most recently, Jocelvn has focused on supporting organizations with Diversity, Equity, and Inclusion (DEI) efforts and worked at Reach University as the Director of Special Projects and Academic Affairs. Reach's mission is to help schools grow their own highly effective teachers and leaders. Currently, Jocelvn serves as the Intern and Induction Program Leader for South San Francisco Unified School District. Jocelvn feels lucky to support new teachers who have committed to serving children and their families and believes that a high-quality teacher is one of the most important factors in working toward bringing about educational equity. Jocelyn is passionate about supporting new teachers to persist in the profession and hone their skills in order to make a difference in the lives of children. Jocelyn has two children, a 7th grader, and a 5th grader, and the family enjoys traveling, gardening, camping, and spending time outdoors enjoying nature.  Irene St. Roseman, Director  Irene St. Roseman, Director  Irene St. Roseman, Educational Leadership, Community  Engagement, Finance  Irene St. Roseman, Educational Leadership, Community  Engagement, Finance  Irene St. Roseman, Educational Leadership, program development, and culturally responsive educations. She has held key roles, including Interim Principal at Aspire College Preparatory Academy and Co-Founder/Founding Head of School at Oxford Day Academy. Irene excels in fostering student achievement, managing large budgets, and creating inclusive, equity-focused environments. With a strong background in staff development, data-driven decision-making, and community partnerships, she is dedicated to improving educational leadership			
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Leadership, Community Engagement, Finance  culturally responsive education. She has held key roles, including Interim Principal at Aspire College Preparatory Academy and Co-Founder/Founding Head of School at Oxford Day Academy. Irene excels in fostering student achievement, managing large budgets, and creating inclusive, equity-focused environments. With a strong background in staff development, data-driven decision-making, and community partnerships, she is dedicated to improving educational outcomes. Irene holds an Ed.D. and M.A. in Education Leadership from Mills		educational leader with extensive experience in	
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Preparatory Academy and Co-Founder/Founding Head of School at Oxford Day Academy. Irene excels in fostering student achievement, managing large budgets, and creating inclusive, equity-focused environments. With a strong background in staff development, data-driven decision-making, and community partnerships, she is dedicated to improving educational outcomes. Irene holds an Ed.D. and M.A. in Education Leadership from Mills	Leadership, Community	culturally responsive education. She has held key	
Head of School at Oxford Day Academy. Irene excels in fostering student achievement, managing large budgets, and creating inclusive, equity-focused environments. With a strong background in staff development, data-driven decision-making, and community partnerships, she is dedicated to improving educational outcomes. Irene holds an Ed.D. and M.A. in Education Leadership from Mills	Engagement, Finance	roles, including Interim Principal at Aspire College	
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development, data-driven decision-making, and community partnerships, she is dedicated to improving educational outcomes. Irene holds an Ed.D. and M.A. in Education Leadership from Mills		budgets, and creating inclusive, equity-focused	
community partnerships, she is dedicated to improving educational outcomes. Irene holds an Ed.D. and M.A. in Education Leadership from Mills		environments. With a strong background in staff	
improving educational outcomes. Irene holds an Ed.D. and M.A. in Education Leadership from Mills		development, data-driven decision-making, and	
Ed.D. and M.A. in Education Leadership from Mills		community partnerships, she is dedicated to	
		improving educational outcomes. Irene holds an	
College and a B.A. in English from SUNY Buffalo.			
		College and a B.A. in English from SUNY Buffalo.	

The LPS Bylaws provide for a teacher member, parent member, student member and alum on the Board of Directors.

The method of Board election, terms, and replacement are all addressed in detail in the LPS Board of Directors Bylaws, included in the appendices of this charter. Director terms are three years and are staggered. Vacancies are filled by a nominating committee, and approval requires a majority vote by the Board of Directors as required under the law. LPS agrees to provide copies of any changes to the Bylaws to the Transportation is provided for athletic events through Castlemont High School. When Castlemont High School provides transportation to and from athletic events, student athletes are required to ride transportation provided.

## Student Nutritional Needs

LPS students utilize the Castlemont High School Cafeteria (OUSD) for breakfast, lunch and dinner each school day.

#### Insurance Coverage

instrained coverage					
Type of Insurance Coverage		Coverage Amount			
<del>Liability</del>		\$5,000,000 / per occurrence			
	\$	1,000,000 /each accident			
Work Comp	\$	1,000,000 / per employee			
Property	\$	600,000,000 / per occurrence			
Excess Liability Coverage	\$	5,000,000			
Optional Excess Liability Coverage	\$	30,000,000			
Automobile Physical Damage		Actual Cash Value	·		
Employee Dishonesty (Crime)		\$5,000,000 / per occurrence			
Cyber Coverage		\$5,000,000 / per occurrence			

# **Budget/Financial Plan**

LPS will develop and <u>District</u>. The LPS Board of Directors will approve balanced budgets prior to each fiscal year. Annual budgets will contain reserves and will be submitted to the charter authorizer, County Office of Education, and any other entities as required allow for the appointment of a director by law.

LPS may receive funding in accordance with Education Code, Charter Schools Act and other appropriate laws, and will opt to receive funding directly from the State. These funds may include, but are not limited to, general purpose block grant, in lieu of economic impact aid; the California State Lottery; categorical block and non-block grants; charter school funding from the California Department of Education, the federal government or other sources; and any other available or mutually agreeable sources of funding for programs. LPS expects that any funds received by the charter authorizer and due to the school will be forwarded to LPS in a timely fashion.

# Verifiable Internal Procedures and Controls

LPS has verifiable internal procedures to insure compliance with approved budgets.

Commencing with the budget process through approval, stakeholders are involved in the formation of the budgets, hiring of staff and other personnel decisions. This budget process is culminated in a board approval of the budget. After the approval and with the commencement of

the new fiscal year, monthly budget to actual reports are submitted to each department chair and monthly budget to actual reports are submitted to the CEO and board for review and approval. District oversight also assists with budget maintenance and the process is culminated in the annual audit.

## **Financial Capacity**

Please refer to Appendix H: for LPS Oakland R& D Campus Financial Capacity Plan.

#### Financial Reporting

The Charter School shall provide reports to the District and County Office of Education as follows, and may provide additional fiscal reports as requested by pursuant to Education Code Section 47604(c). If the District and County Office of Education:

By July 1, a preliminary budget for the current fiscal year.

By December 15, chooses to do so, LPS may designate an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on or before December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the additional member to ensure that the Board is maintained with an odd number of directors The LPS Board of Directors shall seat the District, State Controller, State Department of Education and County appointed director upon written notification from the Superintendent of Schools.

By March 15, a second interim financial report for the current fiscal year reflecting changes through January

By September 15, a final unaudited report for the full prior year. The report submitted tosuch an appointee from the District and County Office of Education shall include an annual statement of Board. Any such appointed director shall have all the Charter School's receipts and expenditures for the preceding fiscal year-rights and privileges of any regular member of the LPS Board of Directors and shall be subject to all the same terms and conditions of office.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board of Directors shall order the inclusion within its membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board of Directors shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

As further outlined in the Board's Bylaws, the LPS Board of Directors is responsible for:

- Upholding the mission and charters of LPS,
- The general policies of LPS,
- Hiring and evaluation of the Superintendent/CEO,
- Approving and monitoring of the Charter School's annual budget,
- Review and approval of the Charter School's independent fiscal audit, including the resolution of any audit findings,
- Review and approval of the Charter School's Local Control and Accountability Plan
- Receipt of funds for the operation of the Charter School in accordance with the charter school laws,

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- Solicitation and receipt of grants and donations consistent with the mission of LPS,
- Overseeing the sound operation of a hiring system,
- Approving LPS' personnel policies and monitoring the implementation of these policies by the Superintendent/CEO, Principal or other designee,
- Approval of all changes to the charter to be submitted to the District as necessary in accordance with applicable law,
- Long-term strategic plan for the Charter School and network, and
- Any other responsibilities provided for in the California Corporations Code, the Articles of Incorporation, Bylaws, applicable sections of the Education Code, and this charter, necessary to ensure the proper operation of the School.

## **Governance Procedures and Operations**

The LPS Board of Directors may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established. The LPS Board of Directors may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to a employees of the Charter School, organization, or other responsible parties any of those duties, except where specifically excluded in the bylaws. The LPS Board of Directors, however, retains ultimate responsibility over the performance of those powers or duties so delegated.

# Such delegation will:

- Be in writing;
- Specify the entity designated;
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

At the current time, consistent with best practice, the LPS Board of Directors oversees operations but delegates day-to-day authority to the Superintendent/Chief Executive Officer of LPS, who is responsible for the day-to-day operations but may delegate certain responsibilities to other staff, including the Chief Business Officer, the Vice President for Human Resources, the Director of Operations, their staff, other administrators, and to the Principal at the School.

The Principal may delegate their responsibilities further to other school site staff such as the Dean, counselors, school manager, academic department chairs and/or teachers. Within the context of the LPS Board policies as outlined in the LPS Operations Guide, current school responsibilities include hiring, instructional plan and supervision, student discipline up to suspension, and discretionary budget management.

The Principal is the senior authority at the school site but the final management authority resides with the Chief Executive Officer and the ultimate overall organizational authority resides in the LPS Board of Directors, as indicated above. This is separate from the oversight responsibilities of the District under the Charter Schools Act.

# Meetings

<u>All meetings of the Board shall be conducted in accordance with the Brown Act and Education Code</u> Section 47604.1(c).

- Place of Meetings Pursuant to Education Code Section 47604.1(c), Board meetings shall be held within the physical boundaries of the county in which the charter school is located.
- Annual Meetings An Annual Meeting shall be held in May or June of each year for the purpose of
  electing Directors, making and receiving reports on corporate affairs, and transacting other business
  as comes before the meeting.
- Regular Meetings Regular Meetings shall be held at various times within the year as the Board determines.
- Special Meetings A Special Meeting shall be held at any time called by the Chair or by any three
   (3) Directors.
- Adjournment A majority of the Directors present at a meeting, whether or not a quorum, may
  adjourn the meeting to another time and place. Notice of the time and place of holding an adjourned
  meeting need not be given to absent Directors if the time and place is fixed at the meeting adjourned,
  except if the meeting is adjourned for longer than 24 hours, notice of the adjournment shall be given
  as specified in the Bylaws.
- Notices Notices of Board Meetings shall be given as follows: Annual Meetings and Regular Meetings: At least 72 hours prior to the regular meeting, the Board must post an agenda containing a brief general description of each item to be discussed or transacted at the meeting, including items to be discussed in closed session. In addition, the LPS Board and Board Committee Meeting Calendars for the school year are also posted on the website and archived board materials are available on the website or upon request
- Special Meetings: Notice of a special meeting along with an agenda containing a brief general
  description of each item to be discussed or transacted at the meeting, including items to be discussed
  in closed session, must be provided 24 hours in advance of the meeting to all the Board and to all
  media outlets who have requested notification. The notice must also be posted at least 24 hours prior
  to the meeting.

#### Committees

Appointment of Committees. The Board may appoint one or more Board Committees by vote of the majority of Directors. A Board Standing Committee will consist of not less than two Directors, who shall serve at the pleasure of the Board.

Authority of Board Committees. The Board may delegate to a Board committee any of the authority of the Board, except with respect to: The election of Directors; Filling vacancies on the Board or any committee which has the authority of the Board; The amendment or repeal of any Board resolution; The fixing of any compensation for serving on the Board or any committee; The amendment or repeal of Bylaws or the adoption of new Bylaws; The appointment of other committees of the Board, or the members of the committees; The expenditure of corporate funds to support a nominee for Director; The approval of any self-dealing transaction, as defined by the California Nonprofit Public Benefit Corporation Law.

<u>Procedures of Committees. The Board may prescribe the manner in which the proceedings of any Board Committee are to be conducted. In the absence of such prescription, a Board Committee may prescribe the manner of conducting its proceedings, except that the regular and special meetings of the Committee are governed by the provisions of these Bylaws with respect to the calling of meetings.</u>

Bylaws & Decision Making

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### A quorum consists of 51% of the fixed number of Directors.

Action by the Board Taken at Board Meetings. The actions taken and decisions made by a majority of the Directors present at a meeting duly held at which a quorum is present are the actions and decisions of the Board, except for purposes of electing Directors, appointing committees and delegating authority thereto, or amending the corporation's Bylaws, where the action of a majority of Directors then in office is required by the California Nonprofit Public Benefit Corporation Law or as set out in the Bylaws. The Board may continue to transact business at a meeting at which a quorum was originally present, even though Directors withdraw, provided that any action taken is approved by at least a majority of the quorum required.

Meeting by Telephone or other Telecommunications Equipment. Any LPS Board of Directors meeting may be held by conference telephone, video screen communication, or other communications equipment, in accordance with Brown Act permissions for standard teleconference or videoconference exceptions.

# **Parental Involvement**

Parents are included in the governance and operation of the Charter School by the creation of an active Parent/Guardian Association, and representation on the LPS Board of Directors. Communications with parents include website updates, Parent/Guardian Newsletters, monthly Parent/Guardian Association meetings, parent-teacher conferences, volunteer opportunities, fundraising, and school surveys, among other things.

All LPS parents are automatically members of the PGA. The PGA will serve as a means for parents to support the Charter School and the education of their children, learn more about Charter School activities and needs, and be more involved with the governance and operations of the Charter School by serving as a forum for voicing their concerns and suggestions about both day-to-day operations and overall policy. Translators are provided when needed. The PGA is also encouraged to utilize the Parent Representative on the LPS Board of Directors for involvement in broader Charter School policy issues.

LPS is committed to working with parents to address parent concerns. Parents will be encouraged to share their ideas and concerns with LPS throughout the school year, directly and via the PGA and Parent Representative on the LPS Board of Directors.

#### **ELEMENT 5: EMPLOYEE QUALIFICATIONS**

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

# **Equal Employement Opportunity and Nondiscrimination**

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 recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment. Charter School further acknowledges that it shall not retaliate against any employee for engaging in protected activity, exercising a protected right, or initiating or pursuing any claim, proceeding, charge or complaint based upon an allegation of discrimination.

## **Teacher Credentialing Requirements**

Charter School shall adhere to all State and federal requirements that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers meet applicable state requirements for certificated employment, including the provisions of Education Code section 47605(1). Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

## Reporting Educator Misconduct to the California Commission on Teacher Credentialing

Charter School shall comply with Education Code section 44030.5 with respect to reporting the change in employment status to the California Commission on Teacher Credentialing where the change of employment status is a result of an allegation of misconduct, or while an allegation of misconduct is pending, and with Education Code section 44939.5 regarding the reporting of egregious misconduct.

# **Employment of Felons**

The Charter School shall comply with the provisions of Education Code section 44830.1 and 45122.1 with respect to the submission of fingerprints to the Department of Justice and the employment of persons convicted of violent or serious felonies.

LPS Oakland shall be nonsectarian in its employment practices and all other operations. The Charter School shall not discriminate against any individual (employee or pupil) on the basis of ethnicity, national origin, gender or disability or any of the characteristics listed in Education Code Section 220 or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics.

Recruiting and Hiring of Teachers

LPS Oakland R&D Campus Charter Renewal Petition, January 2017 The Charter School's required teaching qualifications emphasize academic expertise in a chosen field, experience with urban, diverse youth in a classroom, collegiality and openness to collaboration, and competency in using technology to support personalized learning. From experience, we have learned that collegiality and openness to collaboration are particularly important in new and small schools as the community builds a supportive culture. We have also learned that experience in working with urban, diverse students is a critical component of ensuring success for students who are academically struggling or having difficulty dealing with issues that plague urban communities.

LPS Oakland's hiring process is rigorous and aims to involve multiple constituencies. All potential LPS teachers undergo an interview process to best gauge their skill, the extent to which their values align with the mission and culture of the school, and their openness to feedback, and learning and growing as a practitioner. Sometimes candidates have been asked to teach a demo lesson, providing additional insight into their practice. This process allows administrators to gain a sense of the candidate's lesson planning abilities, delivery of instruction, and openness to feedback.

After the initial screening, candidates undergo an interview with a team consisting of the principal, academic dean, and a teacher-leader. While the demo lesson allows candidates to highlight their teaching practice, the interview gives the hiring team insight into teachers' values and working style. In addition to recruiting talented educators in the classroom, LPS Oakland looks for educators who are deeply committed to improving urban education and have a relentless desire to help all students achieve. With many interviews, the principal invites a handful of staff and students to meet candidates, allowing multiple members of the campus community the opportunity to interact with the teacher prior to hire. If the candidate demonstrates strong potential in all domains of the hiring process, an offer is made. Educators provide differentiation so that students can learn at their own pace. Differentiation is provided in the following ways: college-level courses, lesson differentiation, technology, collaboration between content teachers and resource specialists, intervention classes, ELD class, and different forms of media.

## Memorandum of Understanding

LPS agrees to negotiate in good faith to develop a Memorandum of Understanding that establishes the specific financial and service relationship between the School and the charter authorizer. LPS hopes that this Memorandum of Understanding will accomplish the following, among other things:

Address funds transfer and fiscal oversight procedures

#### Transfer of course credits for the

- School's classes,
- Address enrollment outreach efforts (e.g., access to middle schools),
- Indicate the charter authorizer services, if any, and opportunities that will require a fee, and
- Enable the efficient and fair resolution of disagreements or disputes between LPS and the charter authorizer.

As required by law, LPS anticipates that the charter authorizer will provide and/or perform the supervisory oversight tasks and duties specified and/or necessitated for the implementation of this charter for a fee representing documented actual costs that will not exceed one percent of the

general purpose block grant and categorical block grant funds of LPS Oakland, unless the charter authorizer provides a substantially rent-free facility. In that case, under the Charter School Act, the charter authorizer can charge up to three percent of the general purpose block grant and categorical block grant funds representing documented actual costs of supervisory oversight.

## VI. ELEMENT 5: EMPLOYEE QUALIFICATIONS

Governing Law:-The qualifications to be met by individuals to be employed by the school. California Education Code 47605(b)(5)(E)

## OPERATIONS CAPACITY

Staffing and Credentialing

LPS <u>Oakland</u> recruits professional, effective and qualified personnel to serve in administrative, instructional support and non-instructional support capacities. All of the <u>Charter School's employees play</u> a key role in creating a positive school culture and effective learning environment <u>whichthat</u> empowers students academically.

LPS requires fingerprint background clearance and TB clearance on all employees, and all teachers and staff will meet the legal requirements for employment, including applicable credentialing requirements. In accordance with the requirements of Education Code Section 47605(I), LPS Oakland's teachers will be required to hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019-20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment.

Additional information regarding personnel and human resources policies can be found in the LPS Employee Handbook in Appendix \_\_ Employment Capacity.

## Professional Development

LPS <u>Oakland</u> attracts and retains talented teachers by sharing an exciting vision committed to excellence by creating a professional environment where staff can learn and grow along with their students. To that end, LPS invests heavily in professional development for our staff. Our talented staff are committed to continuing their own learning and refining their practice to stay current in the field ensuring a quality education for all. LPS has weekly collaboration and school site professional development in addition to up to ten professional development days each year. These may include 6 days of summer training to become fluent with our culture and program and 4 days of staff development interspersed throughout the academic year.

Professional development and collaboration occurs on a weekly basis at the site level, virtually, and in person across the four schools of the Leadership Public Schools network. There are also weekly meetings focusing on teaching and learning, and time set aside for teacher collaboration on a <a href="weeklymonthly">weeklymonthly</a> basis. Professional development includes cycles of inquiry analyzing the various types of assessment data as well as professional learning communities that continually refine and improve the implementation of the Common Spine.

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Principals participate in monthly professional development principal meetings with the LPS Education Team. In addition, Principals participate and/or facilitate LPS network PD and annual retreat planning sessions.

# LPS Oakland R&D Professional Development Trajectory 2024-25

Month	PD Focus	<u>Type</u>	Implementation/Outcome			
<u>August</u>	Restorative Justice Practice	General PD	Improved school culture through restorative practices, enhancing conflict resolution and student behavior.			
	Culturally Responsive Teaching	General PD	Increased engagement and equity through culturally responsive teaching practices.			
	Mastery-Based Grading/Grading for Equity	General PD	Accurate grading reflecting student mastery of content, shifting away from traditional grading methods.			
	Scope and Sequence Support	Linked Learning PBL	Collaborative development of rigorous, cohesive units aligned with PBL and academic standards.			
	DeansList Training	General PD	Efficient use of DeansList for behavior tracking, communication, and data monitoring.			
	NWEA/MAP Test Training	General PD	Better use of MAP data to drive instruction and close achievement gaps.			
	Parent Engagement	General PD	Strengthened communication and partnership between school and families to support student success.			
September	Securly Training	General PD	Improved student digital safety through monitoring and enforcing acceptable internet usage.			
	Google Read and Write Training	General PD	Enhanced student accessibility with digital reading and writing support tools.			
	CSTP 5 – Assessing Students for Learning	General PD	Improved assessment strategies that guide instruction and enhance student learning.			
	Constructing Meaning: Use Assessment to Refine Instruction	General PD	Better use of assessments to inform and improve instructional practices for English learners.			
	ELPAC Training	General PD	Accurate assessment of English learner proficiency, guiding instructional supports and placement.			
	Interdisciplinary Project Planning and Modeling	Linked Learning PBL	Development of cross-curricular project plans, aligned with career pathways, for meaningful, real-world student engagement.			

<u>Month</u>	PD Focus	Type	Implementation/Outcome					
October	Culturally-Responsive Teaching	General PD	Continued focus on equity and engagement through culturally responsive practices.					
	Student-Led Conferences	General PD	Increased student ownership of learning through preparation and facilitation of conferences with families.					
	Implementation of Grade- Level Interdisciplinary Project	Linked Learning PBL	Execution of interdisciplinary projects aligned with career pathways, providing students with real-world applications of learning.					
November	Parent-Teacher Home Visit Training	General PD	Strengthened home-school connections, leading to improved student outcomes through better family engagement.					
	CSTP 5 – Assessing Students for Learning		Enhanced student assessment strategies to support effective teaching.					
	Sharing Progress on Media Pathway-Aligned Projects at Conferences	Linked Learning PBL	Students present ongoing media pathway projects during student-led conferences.					
<u>December</u>	CSTP 1 – Engaging and Supporting Students in Learning	General PD	Better student engagement through diverse strategies to meet learning needs.					
	Constructing Meaning: Backwards Design  General PD		Improved planning using backwards design to ensure lessons are goal-oriented and supportive of English learners.					
	Finalize and Complete Interdisciplinary Projects Across Grade Levels	Linked Learning PBL	Completion of semester-long interdisciplinary projects, preparing for exhibitions and final assessments.					

Month PD Focus Type Implementation/Outcome	Month	PD Focus	<u>Type</u>	Implementation/Outcome
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<u>January</u>	CSTP 2 – Creating and Maintaining Effective Environments	General PD	Development of effective classroom environments that support diverse student needs and well-being.						
	Constructing Meaning: Assessing for Instruction	General PD	Enhanced use of formative assessments to inform and adjust instruction for English learners.						
	Media Project Exhibition of Learning	Linked Learning PBL	School-wide exhibition showcasing completed media projects, highlighting student achievement and learning.						
	Kickoff of Interdisciplinary Project for Semester 2	Linked Learning PBL	Launch of planning for second interdisciplinary project, aligned with career pathways and real-world challenges.						
<u>February</u>	CSTP 3 – Understanding and Organizing Subject Matter	General PD	Better organization of content and instruction aligned with curriculum standards.						
	Constructing Meaning: Structured Student Talk	General PD	Implementation of structured student dialogue to build language proficiency and academic understanding for English learners.						
	PD Prep for Interdisciplinary Project #2	Linked Learning PBL	Professional development sessions focused on preparing for the implementation of the second interdisciplinary project.						
<u>March</u>	CSTP 4 – Planning Instruction and Designing Learning Experiences		Improved lesson planning that is intentional, inclusive, and standards-aligned.						
	Constructing Meaning: Structured Student Talk	General PD	Continued focus on structured dialogue to support academic discussions and language development.						
	Implementation of Interdisciplinary Project #2	Linked Learning PBL	Begin the execution of the second interdisciplinary project, engaging students in cross-curricular work aligned with career pathways.						
<u>Month</u>	PD Focus	Type	Implementation/Outcome						
<u>April</u>	CSTP 6 – Developing as a Professional Educator	General PD	Growth in professional practice, reflective teaching, and collaborative learning.						

	Continued Interdisciplinary Project Implementation	Linked Learning PBL	Ongoing support and project execution for the interdisciplinary project, ensuring alignment with academic and career pathways.				
<u>May</u>	Prepare for End-of-Year Celebrations and Exhibitions of Learning	General PD	Collaborative preparation for school-wide celebrations and exhibitions, showcasing student work and achievements.				
	Wrap-Up PD Support for Implementing Project #2	Linked Learning PBL	Professional development focused on finalizing the implementation of the second interdisciplinary project and preparing for exhibitions.				
	Data Review Session	General PD	Analyze student data to inform planning for summer interventions and the following school year.				
<u>June</u>	Host End-of-Year Celebrations and Exhibitions	General PD	Execution of celebrations and exhibitions, highlighting student accomplishments and learning throughout the year.				
	Exhibitions of Learning, Including Projects	Linked Learning PBL	Final exhibitions where students present interdisciplinary projects, demonstrating career readiness and applied learning.				
	Data Review Session	General PD	Continue data review to solidify plans for summer and next year's interventions and instructional strategies.				

<u>Additional</u> detail on Leadership Public Schools' network-wide professional development days can be found in the appendices of this charter.

## Performance Management

LPS teacher effectiveness expectations are defined by the LPS Effective Teaching Rubric which, in turn, was based on Kim Marshall's Effective Teaching Rubric. The Rubric is included in the supplemental materials provided in Appendix D: Employment Capacity. This forms the basis for teacher goal setting, observation, and evaluation. California Standards for the Teaching Profession (CSTPs). Teachers who are not making adequate progress go onto a Performance Assistance plan and are supported by peer coaches as well as an administrator. The rubric also provides a framework for ongoing walk-throughs and peer observations which are not part of the evaluation system but rather form the basis for teacher inquiry.

The LPS Effective Teaching RubricCSTPs also formsform the basis for the LPS Career Ladder of Novice, Proficient, Accomplished, and Master Teacher. Master Teacher candidates submit a portfolio demonstrating expert level teaching in four domains of the rubric: Planning, Preparation and Delivery of Instruction (25%); Assessment, Monitoring and Follow Up (20%); Classroom Management and Culture (10%); Professionalism and the Leadership Way (15%). An additional section, Student Achievement (30%) includes attainment and growth measures as well as evaluation of student work. The portfolio includes both artifacts and videos- and draws from the processes of National Board Certification but is not identical. In June of every year, a Network- wide peer-review panel of four teachers and four administrators with

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representation from all sites and across subject areas makes promotion decisions to Master Teacher status based on a review of the portfolio and a question-and-answer session with each candidate.

The Master Teacher designation represents both a role and the achievement of an Expert level of teaching on the LPS Effective Teaching Rubric. The process to become a Master Teacher includes the following components:

Preparation of a portfolio demonstrating Expert level teaching on the LPS Effective Teaching Rubric and student achievement. The portfolio draws from the processes of National Board Certification but is not identical.

Review by a panel composed of four teachers and four administrators with representation from all sites and across subject areas. Included in the review is a presentation to the panel allowing panel members to ask clarifying questions from their prior portfolio review. The review protocols draw on the University promotion process. Lastly, the process to become a Master Teacher also includes the design of an individualized Master Teacher role description in tandem with the site principal.

<u>The Design of an individualized Master Teacher designation represents both a role description in tandem with and the site principal achievement of an Innovating level of teaching on the LPS CSTP Teaching Rubric.</u>

The LPS network has experience in facilities management in their Chief Business Officer, Director of Technology & Facilities, and the Director of Operations. They work with site administrators to manage facilities Supervision and operations, coordinate with the district personnel Evaluation of Teachers and support the management of site operations staff.

Administrators at the School may include a Principal, Academic Dean or Assistant Principal, Dean of Student Life, Intervention Counselor and College Counselor, Technology Coordinator, and a School Office Manager.

The Principal is the instructional leader and key person at the <u>Charter School</u> responsible for supervising the teachers and non-instructional staff at the <u>Charter School</u>. The Principal is responsible for guiding the <u>Charter School</u> student achievement outcomes as outlined in the <u>Educational Program.LCAP.</u> Qualifications <u>for the Principal include</u> proven effectiveness in implementing the LPS vision.

## **Evaluation of Teachers and Administrators**

Teachers are observed informally on a regular basis with two formal observations annually. A formal evaluation based on criteria from the LPS Effective Teaching Rubric and goal setting sessions occurs annually with a mid-year evaluation for new and emerging teachers. Principals are evaluated annually by the Superintendent – CEO, or Chief Academic Officer with a mid-year data review.

LPS is committed to compensating teachers for experience, competency, professional advancement, continuous learning, and demonstrated skill acquisition. There are four specific components to our structure: base pay, supplements for professional certifications, responsibility stipends, and group performance-based recognition. (Appendix D Admin Evaluations)

## Compensation

<u>Base Pay Scale: LPS. LPS'</u> program includes placement based upon experience with step increases. Teachers move across pay columns based on attaining <u>the</u> elements of <u>LPS\_LPS'</u> Teacher Career Ladder Rubric

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<u>Group Performance-Based Recognition Programs</u>. LPS offers two performance-based group recognition programs, a Gainsharing Bonus and an Academic Performance Bonus. All school employees working half-time or more are eligible to participate, with bonuses pro-rated for part-time or partial-year staff. The bonuses will be paid <u>annually</u> at the end of September and are paid only to returning staff, in order to encourage retention.

General Operations (Facilities Acquisition/Management)

Under the direction of the Superintendent, LPS has a Chief Business Officer, Director of Technology & Facilities and Director of Operations that manage facilities acquisition and management, including but not limited to build outs and renevations.

## **Employee Positions and Qualifications**

LPS job descriptions and employee qualifications can be found in Appendix D.

## VII. ELEMENT 6: HEALTH AND SAFETY PROCEDURES Principal

#### Essential Duties

- Provide instructional leadership aligned to Common Core State Standards to ensure effective teaching and learning
- Ensure differentiated professional development for all staff
- Lead on creating equitable classroom management practice
- Promote and maintain a strong college/career-going culture
- Develop staff's ability to differentiate instruction to meet individualized student needs as determined by diagnostic and formative assessment data
- Create and maintain a positive school culture rooted in inclusivity and restorative practices
- Serve on school and network committees as assigned
- Provide direct coaching and instructional guidance to staff
- Plan and provide professional development in collaboration with others
- Model identity-safe, culturally-relevant pedagogical practices
- Model effective use of differentiated instructional strategies for diverse learners
- Model successful classroom management strategies
- Observe staff and debrief the observations to improve teaching practices
- Provide staff with regular constructive feedback
- Conduct staff evaluations using LPS-approved evaluation rubrics
- Make instructional decisions based on student performance and make recommendations for best practices
- Support student discipline in collaboration with admin team
- Plan and facilitate student, family, and community meetings and activities
- Maintain communication with caregivers as needed
- Lead and participate in charter renewal, WASC accreditation, Federal Program Monitoring
- Produce data/reports for local, state, and federal compliance
- Ensure compliance with local, state, and federal mandates
- Oversee and participate in student recruitment and enrollment process
- Collaborate with Human Resources in the recruitment and retention of staff
- Partner with Network Operations and Facilities staff to ensure maintenance of the school site

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- Build and maintain positive relationships with the authorizing school district, county office of education, and other local, state, and federal partners
- Develop positive relationships with school community that are aligned with LPS' culture and values
- Contribute to the cultivation of strong and cohesive professional learning communities

## **Qualifications**

#### Education and Experience

#### Any combination equivalent to:

- a bachelor's degree from an accredited university
- 5 years of successful high school experience as a teacher and/or administrator

#### Licensing and Other Requirements

- Valid California Teaching Credential
- Valid California Administrative Services Credential
- Employment eligibility that includes fingerprint, tuberculosis, and/or other employment clearances

#### Knowledge of

- · Instructional programs, methods, and practices that accelerate student learning and achievement
- Leadership development practices and effective supervision and performance evaluation
- California standards, curriculum frameworks and current research-based practices and trends as they
  relate to work scope
- Culturally-responsive pedagogy
- Adult learning principles and change management theory
- Effective professional development practices, including data-based inquiry

## Skills and Ability to

- Support, monitor and evaluate instructional program effectiveness
- Use and analyze data to develop action plans
- Implement collaborative and team building processes
- Plan, implement, and monitor high-leverage professional development
- Facilitate dissent and conduct difficult and constructive conversations effectively
- Provide timely and actionable feedback, including officially evaluating staff performance
- Provoke, inspire and motivate people to make progress toward goals
- Communicate effectively both orally and in writing
- Work effectively across diverse communities
- Manage various projects and/or demands demonstrating flexibility and effective time-management skills

## **Dean of Students**

#### Essential Duties

- Analyze data consistently to plan, develop, implement, monitor and coordinate a positive school culture
- Monitor student discipline and attendance data to implement systematic and targeted interventions
- Establish effective and research-based school-wide restorative practices
- Model restorative justice approach to student discipline
- Train others in restorative justice approach to discipline

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- Facilitate restorative conversations between/among students/staff
- Coordinate student re-entry from suspensions
- Compile and utilize timely data consistently to address targeted areas of school culture and climate
- Collaborate with staff to recommend best practices and identify appropriate disciplinary action
- Communicate and effectively and collaborate with students, families, staff and support agencies to ensure positive outcomes
- Develop and coordinate student programs to promote positive student culture and climate
- Serve on school leadership teams as assigned
- Develop positive relationships with school community that are aligned with LPS' culture and values

## **Qualifications**

#### **Education and Experience**

#### Any combination equivalent to:

- a bachelor's degree from an accredited university
- Minimum of one year of successful student discipline experience
- Minimum of one year of successful experience planning and facilitating professional development

## **Licensing and Other Requirements**

- Employment eligibility that may include fingerprints, tuberculosis and/or other employment clearance
- Bilingual proficiency in Spanish highly desired
- Valid California Drivers' License

## Knowledge of

- Restorative justice approach to discipline
- Restorative practices
- Current research-based practices and trends as they relate to work scope
- Culturally-responsive pedagogy
- Adult learning principles and change management theory
- Effective professional development practices, including data-based inquiry

# Skills and Ability to

- Assess, support, and monitor behavioral program effectiveness
- Use, analyze and develop action plans from data
- Implement collaborative and team building processes
- Plan, implement and monitor high-leverage professional development
- Facilitate dissent and conduct difficult and constructive conversations effectively
- Provide timely and actionable feedback
- Provoke, inspire and motivate others to achieve goals
- Communicate effectively both orally and in writing
- Work effectively across diverse communities
- Manage various projects and/or demands demonstrating flexibility and effective time-management skills
- Demonstrate tact and confidentiality to earn the trust and respect of the LPS community to leverage student support options

# **Linked Learning Lead Facilitator**

#### Essential Duties

- Establish effective relationships with industry experts, employers, community colleges, and other local and regional agencies
- Facilitate the use of data to guide the school site's CTE pathway development and expansion Evaluate the existing school site's CTE pathways regularly
- Evaluate site staff as assigned
- Plan and facilitate student, family, and community-wide college and career exploration meetings, presentations, and activities for the site in collaboration with other school site's or network staff including off-site opportunities
- Coordinate site dual/concurrent enrollment opportunities at community colleges
- Collaborate with the school site principal, the schools' leadership team, counselors and staff on course registration and master scheduling
- Collaborate with the school site principal on post-secondary opportunities to assist with the principal's leadership of the school's overall instructional program
- · Research, apply for, and monitor school site grant funding for college and career pathways
- Provide technical assistance to inform the development and implementation of CTE curriculum
- Support staff collaboration to ensure sequential site CTE courses align with regional post-secondary pathways
- Facilitate the use of data to identify existing pathways and their gaps among K12 and community colleges and help make recommendations for furthering site pathway development
- Inform and support the development and implementation of school site's career exploration embedded in the site CTE pathways
- Encourage and facilitate the intersegmental work between site and Community Colleges
- Collaborate with the site principal to develop and implement progress monitoring tools and systems
- Develop and make presentations to internal and external groups as directed
- Provide professional development as directed
- Plan, implement, and monitor network-wide family workshops and events and professional development
- Serve on committees and attend meetings as assigned
- Collect and maintain accurate student data on postsecondary opportunities
- Develop positive relationships with the network that are aligned with LPS' culture and mission
- Support postsecondary transitions and completion

## Qualifications

## Education and Experience

## Any combination equivalent to:

- a bachelor's degree from an accredited university
- Minimum of three years of career pathway experience
- State and federal grant reporting, that may include program evaluation experience preferred
- Four years of successful experience in diverse high school educational setting(s) preferred
- · Grant-writing experience preferred

## Licensing and Other Requirements

- Valid California Credential
- Valid California Administrative Services Credential or Eligibility Preferred
- Employment eligibility that may include fingerprints, tuberculosis and/or other employment clearance

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- Valid California Drivers' License
- Bilingual proficiency in Spanish highly desired

## Knowledge of

- Knowledge of Student Information systems
- Dual and concurrent enrollment
- Trade school application process
- Resources and opportunities available to high school graduates
- Culturally-responsive pedagogy
- Adult learning principles and change management theory
- Effective professional development practices, including data-based inquiry
- Career exploration and labor market information
- California standards, curriculum frameworks and current research-based practices and trends as they relate to work scope
- CTE programs and pathways

#### Skills and Ability to

- Support, monitor and evaluate program effectiveness
- Use and analyze data to develop action plans
- Implement collaborative and team building processes
- Plan, implement, and monitor high-leverage presentations and events
- Facilitate dissent and conduct difficult and constructive conversations effectively
- Provide timely and actionable feedback
- Provoke, inspire and motivate people to make progress toward goals
- Communicate effectively both orally and in writing
- Work effectively across diverse communities
- Manage various projects and/or demands demonstrating flexibility and effective time-management skills
- Able to analyze and effectively respond to student data
- Embody a learner's stance
- Model growth mindset to support all students, regardless of learner profile, to achieve academically rigorous standards

## **College Counselor**

## Essential Duties

- Develop, coordinate and facilitate college/career-related events including workshops, events, and tours
- Develop and monitor graduation plans for all assigned students
- Monitor college and career plans
- Meet with students 1:1 to assess individual progress on graduation and college/career plans and promptly modify and procure support as needed
- Communicate college and career progress monitoring to staff and families as directed
- Oversee the leadership advisory programs, including developing advisory curriculum and coaching advisors
- Collaborate with staff to ensure positive college and career progress including referral to summer school, credit recovery, and/or services provided by outside agencies
- Maintain student transcript data with accuracy and integrity

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- Develop student and family programs to promote college and career culture
- Develop and oversee advisory curriculum focused on college and career culture
- Compile and report student graduation, college, and career data as assigned
- Serve on school leadership teams as assigned
- Develop positive relationships with school community that are aligned with LPS' culture and values

## **Qualifications**

# Education and Experience

## Any combination equivalent to:

- a bachelor's degree from an accredited university
- · Minimum of one year of successful experience working with first-generation college bound students

#### **Licensing and Other Requirements**

- Valid California Pupil Personnel Services (PPS) Counseling Credential, enrolled in a PPS program, or intent to enroll in a PPS program
- Employment eligibility that may include fingerprints, tuberculosis and/or other employment clearance
- Valid California Drivers' License
- Bilingual proficiency in Spanish highly desired

#### Knowledge of

- Effective academic counseling strategies
- College application process
- Student financial aid application process
- California DREAM Act application process
- Trade school application process
- Resources and opportunities available to high school graduates
- Culturally-responsive pedagogy
- Adult learning principles and change management theory
- Effective professional development practices, including data-based inquiry

## Skills and Ability to

- Manage a large caseload of students with a variety of academic and socio-economic needs
- Support, monitor and evaluate progress towards college and career readiness
- Compile and analyze to develop action plans based on high standards and including measurable objectives
- Implement collaborative and team building processes
- Plan, implement and monitor high-leverage student and family workshops and events and professional development
- Facilitate dissent and conduct difficult and constructive conversations
- Provide timely and actionable feedback
- Provoke, inspire and motivate people to make progress toward goals
- Communicate effectively both orally and in writing
- Work effectively across diverse communities
- Maintain confidentiality
- Travel to conduct business
- Work a flexible schedule as directed

#### **Attendance and Enrollment Liaison**

#### Essential Duties

## **Attendance Duties**

- Perform various duties involved in student attendance accounting, record-keeping, and reporting
   activities; provide accurate reporting for daily attendance activities and update attendance data and
   records for required ADA reporting.
- Verify, process and record excused and unexcused absences; retrieve and log absence calls from automated recorder; process and verify student absence notes and information from parents and others; contact parents to verify absences as needed.
- Utilize a computer to input and update attendance and other student information; establish and
  maintain automated student records; generate various computerized lists, reports, and documents
  related to students, attendance, and assigned activities; code attendance data as required.
- Compile data and prepare and maintain various records, logs, and reports related to attendance, tardies, students, enrollment, truancy, telephone calls, and assigned activities; prepare regular and periodic mandated attendance reports for the State; establish and maintain filing systems.
- Prepare, print, distribute, collect, verify, process, sort and file student, attendance, disciplinary and
  various other forms; prepare monthly ADA report; review forms for accuracy and completeness;
  make corrections or request additional information as needed; duplicate materials as needed; scan
  forms as required.
- Issue passes to students who are late or returning after an absence; issue off-campus passes to students for doctor and dental appointments, illness, and various other needs as assigned.
- Compose, type, and distribute various correspondence such as lists, letters, rosters, labels, guest
  passes, fliers, and handbooks; prepare materials for mailing and distribution as assigned in both
  physical and electronic formats.
- Monitor student attendance and assist with identifying attendance issues and discrepancies; communicate truancy issues and report excessive absences to appropriate personnel; monitor students sent to the office for discipline as required.
- Communicate with Home Office personnel, parents, students, and various outside agencies to
  exchange information and resolve issues or concerns; initiate and receive telephone calls; serve as
  backup receptionist and screen and direct calls to appropriate personnel as needed.
- Set up an automated calling system to notify parents of student absence, tardy and disciplinary
  information as required; operate various office equipment including a copier, computer, and assigned
  software; perform minor maintenance on equipment as needed.

Provide general assistance and information to parents, staff, faculty, and others concerning attendance and related discipline issues, information, policies, and

<u>Governing Law: The procedures that the school as requested; greet, assist, and direct parents and other visitors to appropriate personnel as needed.</u>

## **Enrollment Duties**

- Design and implement outreach activities aimed at recruiting middle school students to LPS.
- Implement an outreach plan designed to recruit and attract African-American and Latino students to reflect the community and authorizing district.
- Meet incoming freshmen enrollment targets and designated targets for all other grade levels.

- Manage the entire application process, from collecting interest forms, preliminary applications, the
  whole application plus necessary paperwork, including communicating with families via mail,
  phone, and e-mail in a responsive and timely manner.
- Monitor and manage the Enrollment team: parents/guardians, teachers, and students, designed to attract a diverse student body.
- Coordinate outreach and recruitment events, such as evening enrollment information sessions for interested families and students.
- Organize and lead the enrollment activities.
- Monitor and track the students' application information.
- Manage the assessments of the incoming freshmen students in the Spring.
- Coordinate with school leadership to plan the Spring and Summer Student Orientations.
- Coordinate with school leadership to plan the logistics of summer Freshman Retreat.
- Manage the waiting lists and the admittance of students throughout the school year.

#### **Oualifications**

## **Education and Experience**

#### Any combination equivalent to:

 Two-year degree and/or equivalent experience and experience to demonstrate the knowledge and abilities listed in the job description.

## **Licensing and Other Requirements**

- Employment eligibility that may include fingerprints, tuberculosis and/or other employment clearance.
- Bilingual proficiency in Spanish preferred
- Valid California Drivers' License

## **School Manager**

#### Essential Duties

- Manages all administrative school office functions
- Oversees attendance, enrollment, and student records in partnership with other office staff
- Coordinates communication to school community
- Initiate, receive, and direct telephone calls
- Receive and distribute deliveries
- Open, stamp, and distribute mail daily
- Oversee and reconcile requisitions and purchase orders
- Maintains inventory of office and school supplies
- Manages petty cash, bank deposits, credit card reconciliation
- Maintain and update all documents
- Oversee lunch program and its compliance with state and federal regulations
- · Manages staff absences and ensure coverage when needed
- Support staff with administrative tasks and projects
- · Creates, maintains, and updates standard operating procedures for the school office
- Manage logistics for meetings, professional developments, retreats and other convenings
- Compose correspondence, records, and documents related to assigned activities
- Input a variety of data into computer systems and databases

- Compile information and prepare and maintain a variety of records and reports related to school programs and activities
- Create presentations, spreadsheets, forms, and other documents
- Maintains school website
- Collaborates with day porters and custodial staff to ensure a well-maintained facility
- Supervises office staff as assigned
- Participates in site and network professional development, committees, and meetings as assigned
- Develop positive relationships with school community that are aligned with LPS'
- culture and values

## **Qualifications**

#### **Education and Experience**

## Any combination equivalent to:

- · Graduation from high school
- Minimum of three years of clerical experience with increased responsibilities at a school preferred
- Supervisory experience preferred

## **Licensing and Other Requirements**

- Employment eligibility that may include fingerprints, tuberculosis and/or other employment clearance
- Bilingual proficiency in Spanish
- Valid California Drivers' License

# Knowledge of

- Office practices, procedures, and equipment
- Telephone techniques and etiquette
- Google Suite and Microsoft Office and other computer systems and assigned software applications
- Methods of collecting and organizing data and information
- Oral and written communication skills
- Interpersonal skills using tact, patience, and professionalism

# Skills and Ability to

- Perform clerical support duties
- Answer telephones and greet the public professionally
- Create simple presentations, forms, and other documents
- Learn, interpret, apply, and explain applicable laws, codes, rules and regulations, and school policies
- Assist in ensuring smooth and efficient office operations
- Operate a variety of office equipment
- Communicate effectively both orally and in writing
- Understand and follow oral and written directions
- Complete work with many interruptions
- Meet schedules and timelines
- Work effectively across diverse communities
- Manage various projects and/or demands demonstrating flexibility and effective time-management
- Demonstrate tact and confidentiality to earn the trust and respect of the LPS community to leverage student support options

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## Family and Community Engagement Liaison

#### Essential Duties

- Work closely with the Attendance & Enrollment Liaison and site administrators to support student enrollment needs.
- Coordinate with parents for student enrollment events.
- Support the Parent Guardian Association.
- Work alongside parents to increase meaningful parent/guardian school involvement.
- Responsible for assisting school leadership and other staff to facilitate family outreach communication.
- Participate in meetings related to students' social-emotional learning and academic and social interventions
- Work closely with the school leadership.
- Conduct home visits to promote student achievement and parent/guardian involvement.
- Assist administrative staff by establishing and maintaining contact with families and community
  organizations.
- Connect families with community resources and other support services.
- Refer students and/or their families to outside agencies for appropriate intervention.
- Establish a network of community resources to service students.
- Assist in organizing English Learner Advisory Committee (ELAC) and other parent meetings.
- Assist administrative staff in providing crisis management, intervention, and access to educational services to students.
- Provide or coordinate language interpreting support.
- Assist with evaluation of parent involvement activities and trainings.
- Conduct home visits to families.
- Facilitate trainings for families of targeted students regarding how to successfully navigate the school culture.
- Facilitate trainings for families of targeted students regarding how to provide support for academic success.
- Support the Western Association of Schools and Colleges (WASC) self-study and Charter Renewal processes.

## **Qualifications**

# Education and Experience

## Any combination equivalent to:

Two-year degree and/or equivalent experience and experience to demonstrate the knowledge and abilities listed in the job description.

## **Licensing and Other Requirements**

- Employment eligibility that may include fingerprints, tuberculosis and/or other employment clearance.
- Bilingual proficiency in Spanish preferred
- Valid California Drivers' License

## Knowledge of

- Crisis intervention, assessment, and counseling principles.
- Deal effectively with divergent needs of students and families in situations of potential conflict.

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- Oral and written communication skills.
- Interpersonal skills using tact, patience and courtesy.
- Basic record-keeping techniques.
- Operation of a computer and assigned software.

#### Skills and Ability to

- Demonstrated ability to plan, organize, and facilitate meetings.
- Demonstrated ability to work with diverse linguistic communities and cultures.
- Strong interpersonal and leadership skills.
- Critical thinking skills, as well as the ability to multitask.
- The ability to create clear and comprehensive reports using word-processing software and/or spreadsheet and databases.
- The ability to interview effectively and secure the cooperation of students and their families in
  obtaining pertinent personal information.

#### **Campus Safety Supervisor**

## Essential Duties

- Develop positive relationships with the school community that are aligned with LPS' culture and values.
- Greet and assist students, families, staff, and visitors.
- Patrol and supervise campus to ensure students are safe, orderly, and within supervised areas; assure non-students are authorized visitors; monitor lunch areas, walkways, restrooms, parking lots and adjacent areas.
- Use best verbal practices and techniques to deescalate student conflicts.
- Enforce school and Network rules, regulations, and procedures; respond to complaints from students, teachers, parents, and others; investigate and report unusual, suspicious or criminal activities; investigate and report instances of graffiti and vandalism to the administration.
- Monitor student behavior and activity before and after school and during passing periods, breaks, and lunchtime; support students to arrive to class on time; verify that students have proper permission slips outside of classrooms during instruction periods.
- Confer with students, administrators, faculty, staff, and others concerning student behavior and
   assigned activities; interview students, staff, and others concerning incidents; report incidents
   involving students and the public to appropriate staff, faculty, or administrator.
- Escort and direct authorized visitors to desired destinations; provide general information and assistance; escort students to and from administration offices; escort students as requested by administrators; verify that students have proper authorization before leaving campus.
- Monitor campus for illegal activity; search for and confiscate illegal possessions as directed; provide information to, confer with, and assist law enforcement agencies concerning legal matters involving students.
- Monitor security cameras and operate a variety of equipment such as a two-way radio, breathalyzer, computer and health screening equipment
- Provide security during sporting or other special events and activities; assist in preparing for and clean up after various events and activities
- Maintain traffic control in parking lots as directed; assure cars are properly and legally parked as directed

- Monitor and control student behavior during locker room, classroom, detention, and other designated activities as required.
- Lock and unlock doors and gates as appropriate; assist students with opening lockers as needed.
- · Respond to emergencies and report to the office or appropriate emergency personnel as needed.
- Maintain routine records related to assigned activities.
- Participate in various other assigned activities such as cleaning lockers, taking photographs, conducting campus tours, reviewing school camera footage, and picking up and distributing materials.

## **Qualifications**

## **Education and Experience**

#### Any combination equivalent to:

- Any combination equivalent to: graduation from high school and sufficient training and experience to demonstrate the knowledge and abilities listed in the job description
- Licensing and Other Requirements
- Employment eligibility that may include fingerprints, tuberculosis and/or other employment clearance
- Bilingual proficiency in Spanish highly desired
- Valid California Drivers' License

#### Knowledge of

- Proper methods of individual and group supervision.
- Basic interests, attitudes and emotional development of adolescents.
- Oral and written communication skills.
- Health and safety regulations.
- Interpersonal skills using tact, patience and courtesy.
- Basic record-keeping techniques.
- Operation of a computer and assigned software.

#### Skills and Ability to

- Patrol and supervise campus activities to assure the safety and security of students, staff and visitors in non-classroom activities.
- Assure student compliance with school and Network rules and procedures.
- Investigate occurrences of property damage and suspicious or criminal activity.
- Learn, interpret, apply and explain rules, policies and regulations.
- Prevent or deescalate student conflicts and fights.
- Establish and maintain cooperative and effective working relationships with others.
- Understand and follow oral and written instructions.
- Maintain routine physical and electronic records related to assigned activities.
- Determine appropriate action within clearly defined guidelines.
- Communicate effectively both orally and in writing.
- Observe health and safety regulations.

## **Teacher**

## Essential Duties

Teach classes as assigned

- Utilize effective and research-based academic assessment strategies
- Collect and analyze student data results consistently to monitor progress and differentiate instruction to accelerate academic achievement
- Differentiate instructional strategies to ensure students are motivated, engaged, challenged and accommodated based on diverse learning styles
- · Participate in IEP meetings as assigned
- Practice identity-safe, culturally-relevant pedagogy
- Provide students with regular constructive feedback to promote achievement
- Plan units, lessons, and formative assessments
- Compile and maintain records, such as attendance, behavior, and academic data
- · Develop positive relationships with school community that are aligned with LPS' culture and values
- Contribute to the cultivation of strong and cohesive professional learning communities
- Communicates clearly and timely with parents/caregivers and colleagues to enhance learning opportunities
- · Participate in site and network professional development, meetings, and events as assigned
- · Serve on school leadership teams or committees as assigned

#### **Qualifications**

## Education, Training, and Experience

## Any combination equivalent to:

• a bachelor's degree from an accredited university

## Licensing and Other Requirements

- Valid California Teaching Credential with English Learner Authorization
- Employment eligibility that includes fingerprint, tuberculosis, and/or other employment clearances

## Knowledge of

- Instructional programs, methods, and practices that differentiate and accelerate student learning and achievement
- Leadership development practices and effective supervision
- California standards, curriculum frameworks and current research-based practices and trends related to work scope
- Culturally-responsive pedagogy
- Adult learning principles and change management theory
- Effective professional development practices, including data-based inquiry

## Skills and Ability to

- Motivate, inspire and engage students
- Support, monitor and evaluate instructional program effectiveness
- Use and analyze data to accelerate student achievement
- Guide students to analyze and improve their study methods and habits
- Implement collaborative and team building processes
- Plan, implement, and monitor high-leverage professional development
- Facilitate dissent and conduct difficult and constructive conversations effectively
- Provide timely and actionable feedback
- Use technology to strengthen the teaching/learning process
- Communicate effectively both orally and in writing
- Work effectively across diverse communities

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 Manage various projects and/or demands demonstrating flexibility and effective time-management skills

## **Education Specialist**

## Essential Duties

- Providing direct instruction/support to students whose needs were identified in an IEP developed by the IEP team
- Plan and direct a variety of programs, projects, and activities as it relates to special education
- Plan, lead, and participate in IEP meetings to review the student's achievement and progress toward meeting annual goals and objectives
- Demonstrate teaching strategies and utilizing materials considered appropriate and effective
- Utilize assessment results in developing IEP goals and objectives
- Plan and deliver rigorous and differentiated lessons
- Provide an environment of effective classroom management and student efficacy
- Use data to inform student support
- Coordinate results of assessments with service providers and Director of Special Education and Wellness to prepare a multi-disciplinary team report at each initial or triennial review
- Providing technical expertise to teachers and staff as it relates to serving students with IEPs
  providing emphasis on meeting state requirements for a diploma, college admission, and preparation
  for adult life
- Provide consultation to school staff and parents which may relate to student assessment, specialized instruction or behavior management
- Practice identity-safe, culturally-relevant pedagogy
- Provide students with regular constructive feedback to promote achievement
- Compile and maintain records, such as attendance, behavior, and academic data to progress monitor and report on meeting IEP goals
- Develop positive relationships with school community that are aligned with LPS' culture and values
- Contribute to the cultivation of strong and cohesive professional learning communities
- Communicates clearly and timely with parents/caregivers and colleagues to enhance learning opportunities
- Participate in site and network professional development, meetings, and events as assigned
- Serve on school leadership teams or committees as assigned

# **Qualifications**

## Education, Training, and Experience

## Any combination equivalent to:

a bachelor's degree from an accredited university

## Licensing and Other Requirements

- Valid California Education Specialist Credential with English Learner Authorization
- Employment eligibility that includes fingerprint, tuberculosis, and/or other employment clearances

## Knowledge of

- Local, state, and federal laws as it relates to special education
- Instructional programs, methods, and practices that differentiate and accelerate student learning and achievement

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- Leadership development practices and effective supervision
- California standards, curriculum frameworks and current research-based practices and trends related to work scope
- Culturally-responsive pedagogy
- Adult learning principles and change management theory
- Effective professional development practices, including data-based inquiry

#### Skills and Ability to

- Motivate, inspire and engage students
- Support, monitor and evaluate instructional program effectiveness
- Use and analyze data to accelerate student achievement
- Guide students to analyze and improve their study methods and habits
- Implement collaborative and team building processes
- Plan, implement, and monitor high-leverage professional development
- Facilitate dissent and conduct difficult and constructive conversations effectively
- Provide timely and actionable feedback
- Use technology to strengthen the teaching/learning process
- Communicate effectively both orally and in writing
- Work effectively across diverse communities
- Manage various projects and/or demands demonstrating flexibility and effective time-management skills

## **Instructional Assistant**

#### Essential Duties

- Provide instructional support to individual or small groups of students
- Assist students in completing classroom assignments, homework, and projects across various subject areas
- Provide students with socioemotional support
- Confer with other instructional staff in adapting lesson plans and materials to meet student needs
- Collect and maintain accurate records and files related to student progress
- Communicate with staff and administrators to provide updates on student progress or areas of concern
- · Participate in meetings as assigned
- Develop positive relationships with the school-community aligned with LPS' culture and values

## **Qualifications**

## **Education and Experience**

## Any combination equivalent to:

- Two years of college (48 units), or A.A. degree (or higher)
- One-year of successful work experience in education preferred

## Licensing and Other Requirements

- Employment eligibility that may include fingerprints, tuberculosis and/or other employment clearance
- Bilingual proficiency in Spanish highly desired

#### Knowledge of

- Guiding principles and practices related to students with special needs
- Subjects taught in schools, including basic and advanced arithmetic, grammar, spelling, language, history, science, and reading
- Engaging instructional methods and techniques
- Correct English usage, grammar, spelling, punctuation, and vocabulary
- Graduation and college admission requirements
- Acceptable school and classroom policies and procedures
- Behavior management
- Operation of standard office and classroom equipment
- Interpersonal skills using tact, patience, and professionalism
- Basic record-keeping and report preparing techniques

## Skills and Ability to

- · Assist with instruction and related activities in a classroom or assigned learning environment
- Reinforce instruction to individual or small groups of students
- Manage a range of student behaviors
- Assist in the preparation of instructional materials
- Perform routine clerical duties
- Understand and relate to students with special needs
- Establish and maintain cooperative and effective working relationships with others
- Communicate effectively both orally and in writing
- Demonstrate an understanding, patient, and receptive attitude towards students with special needs
- Collect data, monitor, and observe and report student behavior and progress

## **Special Education Instructional Assistant**

## Essential Duties

- Provide instructional support to individual or small groups of students with IEPs
- Assist students in completing classroom assignments, homework, and projects across various subject areas
- Assist with implementation of IEP goals in collaboration with Education Specialists and classroom teachers
- Provide students with socioemotional support
- · Confer with other instructional staff in adapting lesson plans and materials to meet student needs
- Collect and maintain accurate records and files related to student progress
- Communicate with staff and administrators to provide updates on student progress or areas of concern
- Participate in IEP meetings as assigned
- Develop positive relationships with the school-community aligned with LPS' culture and values

## **Qualifications**

## **Education and Experience**

## Any combination equivalent to:

- Two years of college (48 units), or A.A. degree (or higher)
- One-year of successful work experience in special education preferred

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## **Licensing and Other Requirements**

- Employment eligibility that may include fingerprints, tuberculosis and/or other employment clearance
- Bilingual proficiency in Spanish highly desired

## Knowledge of

- Guiding principles and practices related to students with special needs
- Subjects taught in schools, including basic and advanced arithmetic, grammar, spelling, language, history, science, and reading
- Engaging instructional methods and techniques
- Correct English usage, grammar, spelling, punctuation, and vocabulary
- Graduation and college admission requirements
- Acceptable school and classroom policies and procedures
- Behavior management and de-escalation techniques
- Operation of standard office and classroom equipment
- Interpersonal skills using tact, patience, and professionalism
- Basic record-keeping and report preparing techniques

## Skills and Ability to

- · Assist with instruction and related activities in a classroom or assigned learning environment
- Reinforce instruction to individual or small groups of students with special needs
- Manage a range of student behaviors
- Assist in the preparation of instructional materials in support of IEPs
- Perform routine clerical duties
- Understand and relate to students with special needs
- Establish and maintain cooperative and effective working relationships with others
- Communicate effectively both orally and in writing
- Demonstrate an understanding, patient, and receptive attitude towards students with special needs
- Collect data, monitor, and observe and report student behavior and progress

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

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

(i) That each employee of the <u>charter</u> school furnish the <u>charter</u> school with a criminal record summary as described in Section 44237.

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

(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school." – Ed. Code § 47605(\(\frac{1}{2}\)c)(5)(F)

"HEALTH, SAFETY AND EMERGENCY PLAN

## Site Safety Plan

Charter School shall have a comprehensive site specific Health, Safety and Emergency Plandevelop a school safety plan, which shall include the following topics set forth in Education Code section 32282(a)(2), and which shall be updated by March 1 every year:

- (A) Child abuse reporting procedures;
- (B) Disaster procedures, routine and emergency, including but not limited to the acquisition and maintenance of adequate onsite emergency supplies, in place prior to beginning operation of Charter Schooladaptations for pupils with disabilities;
- (C) Policies pursuant to subdivision (d) of Section 48915 for pupils who committed an act listed in subdivision (c) of Section 48915 and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations;
- (D) Procedures to notify teachers of dangerous pupils pursuant to Section 49079;
- (E) A discrimination and harassment policy consistent with the prohibition against discrimination set forth in Education Code section 200;
- (F) The provisions of any schoolwide dress code, pursuant to Education Code section 35183 that prohibits pupils from wearing "gang-related apparel," if the school has adopted that type of a dress code;
- (G) Procedures for safe ingress and egress of pupils, parents, and school employees to and from school;
- (H) A safe and orderly environment conducive to learning at the school;
- (I) The rules and procedures on school discipline adopted pursuant to Education Code sections 35291, 35291.5, 47605, and 47605.6;
- (J) Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on school campuses and at school-related functions. The procedures to prepare for active shooters or other armed assailants shall be based on the specific needs and context of each school year and community.

## **Pupil Safety**

# Immunizations, Health Examinations, and Health Screenings

Charter School shall comply with all federal and state legal requirements related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, 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.

Suicide Prevention Policy (Grades 7-12)

Charter School shall adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in Grades 7 through 12 inclusive, that meets the requirements of Education Code section 215, if it serves any of those grade levels. The policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts and shall, at a minimum, address procedures relating to suicide prevention, intervention, and postvention, and shall shall specifically address the needs of high-risk groups, including, but not limited to, all of the following: Youth bereaved by suicide; Youth with disabilities, mental illness, or substance use disorders; Youth experiencing homelessness or in out-of-home settings, such as foster care; and lesbian, gay, bisexual, transgender, or questioning youth.

## **Employee Training**

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 <u>bloodborne</u> <u>blood borne</u> pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff. <u>Charter School</u> shall also ensure that its employees receive the required sexual harassment training under Govt. Code 12950.1.

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 <u>AB-1432 (2014)-Education Code</u> section 44691.

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 SB 1266 (2014).

Charter School shall comply with the requirements of Education Code section 19475 regarding concussions/head injuries 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 Plan, and keep it readily available for use and review upon CSD request.

## FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

Charter School, including its employees and officers, shall comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code section 19060 et seg. at all times.

CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

**Employee Screening Requirements** 

Criminal Background Clearances and Fingerprinting

Charter School shall comply with all requirements of Education Code sections 44237, 44830.1 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)

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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 school site 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 shall comply with the requirements set forth in Education Code section 44939.5 regarding the reporting of egregious misconduct committed by certificated employees.

## IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS Tuberculosis Screening

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, in accordance with Education Code section 49406. Charter School shall maintain TB clearance records and certifications on file.

Charter School shall comply with all federal and state legal requirements related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, 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 seg.

## Gun-FREE SCHOOLS ACT

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

## TOBACCO USE PREVENTION

Charter School shall enact policies to prohibit the use of Tobacco near its school site in accordance with the provisions of California Health and Safety Code section 104495."

## **Health and Wellness of Students**

LPS recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for LPS students. The Superintendent or designee shall build a coordinated school health system that supports and reinforces health literacy through health education, physical education and activity, health services, nutrition services, psychological and counseling services, health promotion for staff, a safe and healthy school environment, and parent/guardian and community involvement.

To encourage consistent health messages between the home and school environment, the Superintendent or designee may disseminate health information and/or LPS' student wellness policy to parents/guardians through the student and family handbook, parent/guardian meetings, LPS and school web sites, and/or other communications. Outreach to parents/guardians shall emphasize the relationship between student health and academic performance.—(Wellness Policy Appendix E).

# Safety and Security for Students/Facility/Property

In order to provide safety for all students and staff, the Charter School will adopt and implement full health and safety policies and procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts. These procedures will be incorporated into the Charter School's student and staff handbooks and will be reviewed on an ongoing basis by the School Principal and Board of Directors. The Charter School shall ensure that staff are trained annually on the health and safety policies.

The following is a summary of health and safety policies of LPS Oakland:

#### Procedures for Background Checks

Employees and contractors of the Charter School will be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Principal of the Charter School shall monitor compliance with this policy and report to the Charter School Board of Directors on a regular basis. The Board Chair shall monitor the fingerprinting and background clearance of the Principal. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

#### Role of Staff as Mandated Child Abuse Reporters

All staff will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the <u>AuthorizerDistrict</u>. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

#### TB Testing

LPS will follow the requirement of Education Code Section 49406 in requiring tuberculosis testing of all employees.

#### **Immunizations**

All enrolled students who receive classroom-based instruction will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075.

## Medication in School

The <u>Charter School</u> will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers. Parents are to notify the school if their child is on continuing medication. This notification shall include the completed LPS Medicine Distribution Consent form. Forms for administering medication may be obtained from the school manager. This form must be renewed annually or whenever the prescription changes.

## Vision, Hearing, and Scoliosis

Students will be screened for vision, hearing and scoliosis. The Charter School will adhere to Education Code Section 49450 et seq. as applicable to the grade levels served by the Charter School.

Prevention of Human Trafficking

The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources.

## Menstrual Products

The Charter School shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

#### All Gender Restrooms

On or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its schoolsites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

#### School Meals

The Charter School shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement.

The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance. LPS students utilize the Castlemont High School Cafeteria (OUSD) for breakfast, lunch and dinner each school day.

## California Healthy Youth Act

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

## Mental Health Education

The Charter School shall create and post a poster at the schoolsite identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of students enrolled at the schoolsite. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the schoolsite. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

## School Safety Plan

The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(L):

- child abuse reporting procedures
- routine and emergency disaster procedures

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- policies for students who committed an act under Education Code Section 48915 and other Charter
   School-designated serious acts leading to suspension, expulsion, or mandatory expulsion
   recommendations
- 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 school discipline adopted pursuant to Education Code Sections 35291, 35291.5, and 47605.
- procedures for conducting tactical responses to criminal incidents
- procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is
  being conducted or threatened to be conducted at the school, at an activity sponsored by the school,
  or on a schoolbus serving the school
- a protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

The School Safety Plan shall be drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Principal and, if there is merit to the concern, the Principal shall direct the School Safety Plan to be modified accordingly.

## Workplace Violence Prevention Plan

As of July 1, 2024, the Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

## Drug Free/Alcohol Free/Smoke Free Environment

The Charter School shall function as a drug, alcohol and tobaccosmoke free workplaceenvironment.

## Blood borne Pathogens

LPS shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. LPS shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood-borne viruses, including HIV and hepatitis B virus ("HBV") and provide training to staff to protect employees and children from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).

Whenever exposed to blood or other bodily fluids through injury or accident, children and staff should follow current medical protocol for disinfecting procedures.

More detailed information on LPS Health and Safety Procedures can be found in Appendix F: Management, Enrollment, and Operating Procedures.

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#### Facility Safety

The <u>Charter</u> School shall utilize facilities that are compliant with the Americans with Disabilities Act and will meet the building requirements described in Education Code <u>Section 47610-47610.5</u>. The <u>Charter School</u> agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The <u>Charter School shall conduct fire drills as required under Education Code Section 32001 and in conjunction with the District (if located in District facilities).</u>

## Comprehensive Anti-Discrimination and Harassment Policies and Procedures

The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's anti-discrimination and harassment policies.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

# Comprehensive Sexual Harassment Policies and Procedures

LPS is committed to providing schools that are free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. The <a href="Charter-School"><u>Charter-School</u></a> will adopt the <a href="Authorizer'sDistrict's"><u>Authorizer'sDistrict's</u></a> comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at the <a href="Charter-School"><u>Charter-School</u></a> (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the sexual harassment policy, included in the Employee Handbook-<a href="Appendix-E-The Charter School will continue to develop and refine further health, safety and risk management guidelines in consultation with its insurance carriers and risk management experts as well as incorporate recommendations from the District.

## **Bullying Prevention**

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

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## Supporting LGTBQ Students

Commencing with the 2025-26 school year and ending with completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum to provide at least 1 hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

## Homicide Threats

The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun

The School will continue to develop and refine further health, safety and risk management guidelines in consultation with its insurance carriers and risk management experts as well as incorporate recommendations from the District.

#### Safety Notice

At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.

#### Athletic Programs

The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

In the event the Charter School participates in any interscholastic athletic programs, it shall comply with all applicable requirements, including, but not limited to, adopting a written emergency action plan for sudden cardiac arrest or other medical emergencies related to athletic programs, and acquiring at least one automated external defibrillator. Further, Charter School's emergency action plan shall describe the location of emergency medical equipment and include a description of the manner and frequency at which the procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, including concussion and heat illness will be rehearsed. By July 1, 2024, coach training shall include recognition of the signs and symptoms of and responding to concussions, heat illness, and cardiac arrest.

# Security Personnel

LPS provides outside security for our campus every school day. Security personnel is onsite ½ before school starts and does not leave until ½ after the school day ends. We also provide a campus supervisor whose responsibilities include:

- Providing a secure environment for students and staff
- · Maintaining a high degree of visibility in assigned areas of campus
- Escorting students, parents and/or visitors, or other staff:
- Monitoring and reporting any unusual or strange behavior or events
- Promoting a strong school culture and school pride
- Supervising students before school, during passing periods, during lunch, and after school
- Managing safety policies and procedures as they relate to the surrounding neighborhood

# Technology and Equipment

Please see our Technology Policy Appendix E.

## Emergency Preparedness

LPS is committed to providing a safe school environment and has included a draft Emergency Response Guide that addresses emergency procedures in the event of earthquakes, fire, floods, shootings, and electricity loss. The School will maintain 3 days of emergency food and water supplies on campus as well as an emergency lock down kit for each classroom. Please see our Emergency Response Guide Appendix E.

Transportation Services

Effective July 1, 2025, the Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services for students.

Custodian of Records

The School Manager, located at the school site, serves as the <u>schoolsCharter school's</u> Custodian of Records per California Department of Justice requirements.

# VIII. ELEMENT 7: MEANS TO ACHIEVE RACIAL & ETHNICBALANCE

# DISTRICT & SURROUNDING SCHOOL RACIAL & ETHNIC DEMOGRAPHICS ELEMENT 7: BALANCE OF RACIAL/ETHNIC, SPECIAL EDUCATION, AND ENGLISH LEARNER STUDENTS

	Total # of Student s [15-16]	% America n Indian or Alaska Native	% Asian	% Black of African America n	% Filipino	% Hispani e-or Latino	% Multipl e/ No Respon	% Native Hawaiia n-or Pacific	% None Reporte d	% Two or More Races	% White
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LPS Oakland R&D	337	0%	1%	6%	0%	88%	0%	1%	3%	1%	0%
LPS Oakland R&D 2016-17	350	<del>0%</del>	<del>0%</del>	7% 17% GRADE)	1%	<del>87%</del>	-	1%	<del>3%</del>	1%	1%
Comparison School: Castlement HS	<del>564</del>	<del>0%</del>	<del>1%</del>	<del>36%</del>	1%	<del>55%</del>	<del>1%</del>	<del>6%</del>	<del>1%</del>	<del>0%</del>	<del>1%</del>
District wide: OUSD	49,0 98	0%	13%	<del>26%</del>	1%	44%	<del>5%</del>	<del>5%</del>	2%	3%	10%
Data Source(s):	CDE	<del>DataQu</del>	iest								

### Consistent with the intent of

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

The Charter School strives to serve a student population at the school roughly represents that will achieve a balance of racial and ethnic students, special education students, and English learners and is reflective of the diversity of the population of East Oakland-with. The Charter School's outreach and monitoring efforts that may include, among other things:

- A multi-part enrollment process (see detailed Enrollment Plan in Appendix F) and and lottery,
- Partnerships with District middle schools to build student success pipelines as well as to make presentations and provide orientation material.
  - Outreach through the OUSD Common Enrollment process and presentations at community organizations, independent schools, faithPartnerships with District middle schools to build student success pipelines as well as to make presentations and provide orientation material,
- Outreach through the OUSD Common Enrollment process and presentations at community
  organizations, independent schools, faith \_based organizations, and local youth organizations,
- Collaboration with community-based organizations to support outreach efforts,
- Use of brochures, newsletters, TV/Radio public service announcements, print and non-print media for outreach communications,
- Distribution of materials in languages in English and Spanish, and other frequently spoken languages; \*
- Posting enrollment information on the LPS and School site websites;
- Performing home visits in targeted neighborhoods;
- · Building capacity of students and families to outreach to targeted communities; and

- Hosting information sessions, school tours and community service events.
  - Building capacity of students and families to outreach to targeted communities; and
  - · Hosting information sessions, school tours and community service events.

Because the LPS Oakland R & D student population is under-represented in terms of African American students, particular efforts will be made to outreach to community organizations, churches, communication avenues and informal networks within this community-see detailed.

LPS Oakland is committed to fostering an inclusive and supportive school environment. Our school community understands retention is not merely about keeping students enrolled but creating a space where they feel seen, valued, and inspired. This focus on retention, particularly for our Black students, is central to our mission of equity. Through targeted efforts, we aim to nurture a school culture that celebrates diversity, promotes belonging, and provides all students with access to the resources, mentorship, and community connections they need to thrive.

The following section outlines specific strategies designed to enhance student retention. By centering culturally responsive practices, building supportive social networks, and providing unique academic and co-curricular opportunities for exploration and growth, we seek to create a school environment where every student can succeed. Each initiative—from cultural celebrations and clubs to meaningful partnerships with organizations like the Kingmakers of Oakland—is a step toward realizing our vision of a school community where all students, especially those from marginalized backgrounds, feel empowered to achieve their full potential.

### Fostering a Positive School Culture

# • School Culture and Spirit Events

To celebrate the diversity within our student body, we host regular school culture and spirit events that recognize and honor various backgrounds, with a special focus on Black history and achievements. These events, often led by Black teachers, highlight cultural pride and unity, present strong role models, and reinforce student solidarity. We design each event to be inclusive and uplifting, creating a positive school culture that respects and values all students, contributing to a sense of pride and ownership that enhances student retention.

LPS Oakland intentionally honors Latinx/Hispanic, Native American, African American/Black, and Asian American/Pacific Islander students by recognizing them within the school day and having a school holiday during the month their culture is celebrated, ensuring they feel seen and honored.

## Support for the Black Student Union (BSU) and Events by LPS Oakland Black Teachers & Staff Members

LPS Oakland empowers the BSU to plan and organize events, discussions, and initiatives that provide a supportive network for Black students, fostering a sense Page 205 of 299

LPS Oakland R&D Campus Charter Renewal Petition, January 2017 of belonging and purpose within the school. Regular sessions led by Black teachers and staff members offer a space for students to discuss issues that matter to them, share their aspirations, and explore cultural identity, establishing a culture of mentorship and mutual respect. Additionally, we encourage Black teachers and staff members to develop workshops and panel discussions, which offer students unique learning and connection opportunities that reinforce positive cultural experiences.

## **Building Strong Relationships**

### • Access to Clubs and Extracurriculars During Learning Lab:

LPS Oakland offers every student the opportunity to explore their identities and interests through clubs during Learning Lab, providing a meaningful way to connect with peers and develop a sense of belonging. By offering culturally focused affinity groups, like the BSU, and creative outlet groups, we help students engage more deeply with the school community. These clubs provide students with a safe, welcoming space to build connections and express themselves, fostering community and personal growth.

## • Restorative Justice Circles for Advisory:

LPS Oakland implements restorative justice circles in advisory periods to strengthen community ties and build trust among students and staff. These circles encourage open dialogue, empathy, and understanding, providing students a safe space to share experiences and resolve conflicts. This practice supports social-emotional learning (SEL) and reinforces positive relationships that enhance school retention.

### **Enhancing Academic Support**

# Partnership with the Kingmakers of Oakland for Culturally Responsive Pedagogy

In collaboration with the Kingmakers of Oakland, LPS Oakland works to integrate culturally responsive teaching strategies throughout our school, ensuring that every student sees their identity reflected and respected in the curriculum. The Kingmakers provide workshops to train our teachers in culturally affirming pedagogy, equipping them to foster an inclusive and welcoming classroom environment. We hold regular check-ins with Kingmakers to assess how well these strategies work, making adjustments based on student feedback to ensure our retention efforts remain effective and impactful. This partnership allows us to build a responsive, inclusive educational experience that resonates with all students.

# • Partnership with ConnectEd for Math Coaching

LPS Oakland has partnered with ConnectEd to enhance our math instruction and support our students further academically. LPS Oakland math teachers meet weekly with a ConnectEd math coach, receiving personalized coaching and resources tailored to their instructional needs. This collaboration focuses on improving student engagement and achievement in mathematics, providing educators with the tools to implement effective strategies that cater to diverse learning styles.

### **Creating Clear Pathways to Post-Secondary Success**

With the transition from two separate CTE pathways to a unified 'Whole School' CTE pathway, LPS Oakland is now positioned to offer a more cohesive and focused academic experience. This structure centers on the Design and Multimedia Arts Pathway program, aligning dual enrollment and CTE courses to provide students with an integrated, effective learning journey. By consolidating efforts into one pathway, LPS Oakland streamlines resources to ensure that all students benefit from a rich, interdisciplinary curriculum that bridges academic learning with real-world application, enhancing student engagement and retention.

# **Dual Enrollment and CTE Course Integration**

The dual enrollment program at LPS Oakland allows students to earn college credits while still in high school, exposing them to college-level coursework and helping them build confidence as they transition to higher education. This early exposure provides a clear and motivating academic pathway to support our student retention efforts by creating a sense of purpose and long-term goals. Integrated with the Design and Multimedia Arts Pathway, these dual enrollment courses offer students a comprehensive educational experience tied to practical industry applications.

## **Work-Based Learning and College Field Trips**

To further support student retention, LPS Oakland incorporates work-based learning experiences and organizes field trips to local two-year and four-year colleges such as Laney College, College of Alameda, Merritt College, Berkeley City College, and UC Berkeley. These visits give students firsthand insights into higher education environments, allowing them to envision themselves pursuing college degrees and connecting their current coursework to future opportunities. Field trips and direct interactions with these institutions enhance students' understanding of the value of higher education, increasing their motivation to complete high school and pursue further studies.

## Support and Retention for Special Education and English Learner (EL) Students

For recruiting, supporting, and retaining our Special Education and English Learner (EL) pupils, here's what LPS Oakland is doing and how we plan to strengthen our efforts:

## What We Are Doing

- LPS Oakland collaborates closely with community partners and uses targeted
  outreach strategies to recruit a diverse student body, focusing on families of special
  education and EL students throughout the district. To ensure broad accessibility,
  recruitment materials are offered in multiple languages, helping families make
  informed decisions about their child's education.
- LPS Oakland's commitment to supporting students' unique needs is evident in its specialized staff, which includes special education teachers, EL specialists, and bilingual counselors. Additionally, LPS Oakland employs teaching aides from diverse backgrounds, including people of color, to provide in-classroom support that reflects the community it serves. These aides are essential in guided study sessions and push-in support, ensuring personalized assistance for students.

- LPS Oakland offers services to support students with individualized education plans (IEPs) and English language development (ELD) programs for EL students. LPS Oakland services are offered through a full inclusion program with education specialists and instructional aides supporting students in the general education setting, along with an elective course to support the inclusion work. These programs set clear, measurable goals to track progress and facilitate growth, allowing students to thrive academically and socially in an environment that values their strengths.
- Family engagement is central to our approach, and we foster strong connections
  through regular family nights, progress meetings, and workshops. By inviting
  families to participate actively in their child's educational journey, we build a
  collaborative, supportive environment that strengthens family-school partnerships
  and student success.

### **What We Will Do to Improve**

- To enhance our recruitment efforts, LPS Oakland is expanding our strategies to reach even more families of special education and EL students by forming additional partnerships with local organizations and hosting targeted community events such as Youth Uprising and Family Paths. Multilingual outreach materials will continue to be a priority, and we will hold information sessions in accessible community locations, making it easier for all families to learn about our programs and opportunities.
- Recognizing the importance of specialized staff, LPS Oakland plans to increase
  our focus on hiring bilingual educators and expanding professional development
  opportunities in inclusive and culturally responsive instructional strategies. These
  efforts will empower our staff to support current and incoming students better,
  ensuring every classroom is a welcoming and effective learning environment.
- In response to the importance of family involvement in retention, LPS Oakland will expand our new family engagement programs, which are culturally responsive and accessible in multiple languages. We will establish consistent communication channels with families and implement regular feedback loops to deepen these connections. This will allow us to refine our programs based on family input and provide the most effective support possible.
- For students who are redesignated as fluent English proficient (RFEP), LPS
  Oakland plans to establish an academic mentoring system and increase access to
  additional resources. This will ensure that students continue to thrive posttransition, helping them remain on track academically and socially. We aim to
  support RFEP students as they grow, providing mentorship and resources that
  reinforce their progress across all areas.

These measures reflect LPS Oakland's dedication to inclusivity and equity, ensuring its recruitment, support, and retention strategies empower every student to succeed and feel valued in the school community.

### **ELEMENT 8: ADMISSION POLICIES AND PROCEDURES**

"Admission policies and procedures, consistent with subdivision (e) [of Education Code section 47605]."

– Ed. Code § 47605(c)(5)(H)

**Documentation of Admissions and Enrollment** Plan in Appendix F. This work is already underway through a partnership with Processes

Parker K-8, a predominantly African American neighborhood school. In 2015 LPS begin working with Parker 7th graders in a special math support program. Those students are now the current 8th grade and are part of an early high school partnership that brings them to LPS for activities and tutorials. We are also including Parker parents in LPS parent activities and reaching out in other ways to that community. A similar math support program was also initiated with Frick Middle School.

IV. ELEMENT 8: ADMISSIONS REQUIREMENTS

"DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES

Upon request, Charter School will notify the District in writing of the application deadline and proposed lottery date. Charter School will ensure that all application materials will reference these dates as well as provide complete information regarding application procedures, key dates, and admissions preferences and requirements consistent with approved charter.

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, and a record of all written communications with parents related to admissions. These records shall be made available to the District upon request.

HOMELESS AND FOSTER YOUTH

As indicated in the affirmations included at the beginning of this petition, Charter School shall comply with all requirements related to admissions preferences found in Education Code section 47605(e)(2)(B).

Our vision is that all students – regardless of background, ethnicity, or neighborhood – receive an excellent education that prepares them to succeed in college and improve their community.

LPS Oakland has joined with Enroll Oakland Charters ("EOC"), a single enrollment resource based on needs expressed by local families. EOC continues to look for ways to collaborate with the District, in the spirit of serving all families well. Our relationship with EOC allows us to adhere to one timeline for applications and enrollment, utilize one common application (online & paper), participate in joint recruiting & marketing initiatives about EOC, share data with other charters about enrollment and coordinate better with other charters about mid-year entries and transfers.

LPS Oakland prides itself on a 95% re-enrollment rate from year to year.

# **Homeless and Foster Youth**

Charter School shall adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that 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 provisions of Education Code sections 48850 – 48859 with respect to foster children and homeless youth.

NON-DISCRIMINATION

Non-Discrimination

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

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

### As *PARENT ENGAGEMENT*

indicated in the affirmations included at the beginning of this petition, pursuant to Education Code section 47605(e)(4)(A), Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason.

### Parent Engagement

Charter School shall not require a parent or legal guardian of a prospective or enrolled student to perform volunteer service hours or attend an orientation event, or make payment of fees or other monies, goods, or services in lieu of performing volunteer service, as a condition of his/hertheir 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/hertheir parent cannot, has not, or will not provide volunteer service to Charter School....

### **Enrollment Requirements**

LPS Oakland is open to all students. Admission tests are not required. Assessments will be administered to determine individual instructional programs only once students are admitted.

**Admissions Requirements** 

LPS Oakland is open to all students. Admission tests are not required. Assessments will be administered to determine individual instructional programs *only* once students are admitted. These tests will serve as diagnostics of student's students' reading, writing, and math proficiencies and help with class placements.

Our only admission requirement is that students/families complete the EOC application (available online/smartphone enabled/paper). We will host information sessions and open houses, and post the dates online and in our outreach materials. We strongly recommend that one parent/guardian attend an information session prior to the lottery, but it is not a requirement to apply.

LPS is committed to maintaining a diverse student body. To attain our vision of a racially and economically diverse student population, including traditionally underserved students, English Learners, redesignated fluent English proficient pupils, and Special Education students, we use multiple targeted recruitment and

LPS Oakland R&D Campus Charter Renewal Petition, January 2017 outreach strategies. We exert considerable effort recruiting students from middle schools and community student programs serving low-income students.

Admission shall be open to any California resident who wishes to attend the <u>Charter School</u>, including Special Education students and English language learners, and LPS <u>Oakland</u> will not impose admission requirements.

If the number of students interested in attending the School exceeds the School's capacity, enrollment for those grade levels shall be determined by a public random drawing ("lottery") as required by law.

Preferences in the lottery shall be given in the following order:

- 1. Siblings of enrolled students
- 1. Children of LPS staff
- 2.1.Foster/Homeless youth
- 3.1. Students who reside within the Castlement High School attendance area
  - 2. Students not yet meeting grade level standards
  - 3. Students who reside within the Oakland Unified School District

A waiting list of applicants at each grade level shall be maintained to fill vacancies that occur during the school year. The order of the waitlist shall be established at the time of the lottery through the continuation of the public random drawing process. Applications filled out after the lottery will be added to the waitlist in the order received until the beginning of the next enrollment season. LPS may also add enrollment preferences specifically required by charter

school facility subsidy programs such as SB 740 and state bond programs (e.g., preferences for specific attendance areas).

As indicated previously, the <u>Charter School</u> will be nonsectarian in its programs, <u>admissionsadmission</u> policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any student on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, <u>gender identity</u>, <u>gender expression</u>, 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, <u>including immigration status</u>, or association with an individual who has any of the aforementioned characteristics). <u>The The Charter School shall admit all pupils who wish to attend the Charter School</u>. The <u>Charter School shall comply</u> with all applicable legal minimum and maximum age requirements for admission. <u>Admission</u>, except in the case of a public random drawing shall not be determined by the place of residence of the pupil or their parent or legal guardian within the state.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents

LPS conducts a school-based enrollment lottery to select students for the incoming 9th grade class. Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Transfer students applying for 10th, 11th, or 12th grade must submit the EOC application. By law, charter schools must use a lottery if the school has more applicants than spaces. The only requirement to participate in the enrollment lottery is the completion of the EOC application (available online/smartphone enabled/paper).

If the number of students interested in attending the School exceeds the School's capacity, enrollment for those grade levels shall be determined by a public random drawing ("lottery") as required by law. Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a lottery to determine admission for the impacted grade level, with the exception of existing students, who are guaranteed admission in the following school year. Preferences in the lottery shall be given in the following order:

- 1. Siblings of students admitted to or attending LPS Oakland
- Children of LPS staff

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- 3. Foster/Homeless youth
- 4. Students who reside within the Castlemont High School attendance area

Subject to further refinement and adjustment, the timeline for student enrollment applications shall be:

## November through February

Extensive student outreach as provided in outreach plan included in supplementary information

Applications due mid-February

#### March

- <u>Student</u> enrollment determined (per public random drawing if more students apply than school capacity at any grade level)
- Wait list created in the order drawn in lottery
- Students notified of enrollment/wait list status

### April through August

- 4.5.\*Students accept/reject enrollmentnot meeting grade level standards
- 6. Students who reside within the Oakland Unified School District boundaries

A waiting list of applicants at each grade level shall be maintained to fill vacancies that occur during the school year. The order of the waitlist shall be established at the time of the lottery based on each applicant's draw in the lottery.\*For preference #5, Students not meeting grade-level standards, parents/guardians are asked if they want their child considered for this priority based on their student's most recent English and math state test scores within the enrollment application. The reported test scores will be verified by LPS Oakland as needed:

In no circumstance will a waitlist carry over to the following school year.

Applications received after the application deadline will be held in abeyance for a subsequent lottery, if needed.

<u>Subject to further refinement and adjustment, the timeline for student enrollment applications shall be:</u>
<u>November through February</u>

- Extensive student outreach as provided in outreach plan included in supplementary information.
- Applications due mid-February March
- Student enrollment determined (per public random drawing if more students apply than school capacity at any grade level).
- Wait list created in the order drawn in lottery.
- Students notified of enrollment/wait list status.

# April through August

- Students accept/reject enrollment.
- Additional lotteries conducted as needed if waiting list is exhausted.
- Incoming Class is finalized.
- Orientation Letters sent regarding Leadership Retreat dates and School policies.
- Summer Bridge program for entering 9th graders.

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- Welcoming letter sent to families introducing Advisor and details regarding LPS retreats
- Pre-opening Parent Association get-together.
- School Opening.
- -Additional lotteries conducted as needed if waiting list is exhausted
- Incoming Class is finalized
- Orientation Letters sent regarding Leadership Retreat dates and School policies
- Summer Bridge program for entering 9<sup>th</sup> graders
- Welcoming letter sent to families introducing Advisor and details regarding LPS retreats
- Pre-opening Parent Association get-together
- School Opening

ELEMENT 9: ANNUAL FINANCIAL AUDITS The Board of Directors will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces are pulled in order of grade level by the designated lottery official (appointed by the Principal). Separate lotteries shall be conducted for each grade in which there are fewer vacancies than pupils interested in attending. All lotteries shall take place on the same day in a single location. Lotteries will be conducted in ascending order beginning with the lowest applicable grade level. There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

Once a student has been admitted, their parents will fill out an enrollment packet, which shall include the following:

- Student enrollment form
- Proof of Immunization
- Home Language Survey
- Completion of Emergency Medical Information Form
- Proof of minimum age requirements
- 6. Release of records<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

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# ELEMENT 9: INDEPENDENT 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." California Education\_ Ed. Code § 47605(\(\frac{1}{2}\)C)(5)(1)-\(\frac{1}{2}\)

In order to ensure the necessary oversight and review of mandated reports for which the authorizer must determine fiscal health and sustainability, the following schedule of reporting deadline to the District will apply each year of the term of this charter;

- September 1 Final Unaudited Financial Report for Prior Year
   December 1 Final Audited Financial Report for Prior Year
- December 1 First Interim Financial Report for Current Year
- March 1 Second Interim Financial Report for Current Year
- June 15 Preliminary 17 Multi-Year Budget for Subsequent Year" Projection

### **Annual Audit Procedures**

An annual independent financial auditAn annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(c)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employe generally accepted accounting procedures. The auditor will be selected by the LPS Board Audit Committee; the committee will ensure that the selected auditor is on the State Controller's list of approved auditors to conduct charter school audits. The audit will be conducted by a certified public accountant with education finance experience, in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide and will use generally accepted accounting principles.

The Treasurer and/or Chief Business Officer of LPS will be responsible for contracting and overseeing the independent audit. The Chief Business Officer and Senior Accountant will be responsible for working with the auditor to complete the audit. Once approved by the LPS board, LPS' Senior Accountant will provide the <u>annual</u> audit report to the <u>charter authorizer</u>, <u>State Controller</u>, <u>District</u>, the County <u>Office of Education</u>, the <u>State-Superintendent of Public Instruction</u>, <u>Schools</u>, the <u>State Controller</u>, and to the California Department of Education, and the <u>California State Board of Education</u> by the <u>statutory deadline 15th of</u> December each year.

LPS' Treasurer, Chief Business Officer or other designee will resolve audit exceptions and deficiencies to the satisfaction of the <a href="Charter AuthorizerDistrict">Charter AuthorizerDistrict</a> in a timely fashion, with the goal of resolving any audit issues within three months of the auditor's final report or as otherwise agreed upon by the <a href="charter authorizer and Charter School-District">Charter School-District</a> and <a href="Charter School-District">Charter School-District</a> and <a href="Charter School-District">Charter School-District</a> and deficiencies have been or will be resolved to the <a href="Satisfaction of the District along with an anticipated timeline for the same.">Charter School-District</a> and deficiencies shall be resolved in accordance with the dispute resolution provisions provided in the charter.

LPS' Treasurer, Chief Business Officer or other designee will ensure financial transparency to the district and the public, including its plans for public adoption of its budget and public dissemination of its annual

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audit and an annual financial report by publicly posting all approved financial documents on the LPS website.

In addition, the LPS Board and Board Committee Meeting Calendars for the school year are also posted on the website with Meeting Agendas and Materials publicly posted 72 hours in advance of any regular meeting and archived board materials available on the website or upon request.

XI. ELEMENT 10: SUSPENSION & EXPULSION PROCEDURES

# ELEMENT 10: PROCEDURES BY WHICH PUPILS CAN BE SUSPENDED OR EXPELLED

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

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

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

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

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

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

## **Student Due Process Protections**

Charter School's student discipline procedures, at a minimum, shall comply with federal and state constitutional procedural and substantive due process requirements as follows:

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

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

(I) Timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

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

(iii) No pupil shall be involuntarily removed by Charter School for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until Charter School issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

As "California indicated in the affirmations included at the beginning of this petition, pursuant to Education Code 47605(b)(5)(d), section 47605(e)(4)(C), Charter School shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason. (Note: This shall not apply to actions taken by Charter School pursuant to legally permissible expulsion procedures.)

### Student Due Process Protections

Charter School's student discipline procedures, at a minimum, shall comply with federal and state constitutional procedural and substantive due process requirements as follows:

- (i) For suspensions of fewer than 10 days, Charter School shall provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
- (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, Charter School shall provide both of the following:
- (I) Timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
- (II) A hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
- (iii) No pupil shall be involuntarily removed by Charter School for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until Charter School issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

As indicated in the affirmations included at the beginning of this petition, pursuant to Education Code section 47605(e)(4)(C), Charter School shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason. (Note: This shall not apply to actions taken by Charter School pursuant to legally permissible expulsion procedures.)

## **Required Notifications**

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As indicated in the affirmations included at the beginning of this petition, Charter School shall comply with notification requirements included in Education Code section 47605(e)(3) for any pupil who is expelled or leaves Charter School without graduating or completing the school year for any reason, and, upon request, will provide the District with the student's last known contact information.

## **Compliance with OCS Student Discipline Guidelines**

<u>Charter School shall comply with the District's "Disciplinary and Expulsion Documentation Requirements Policy," posted on the Student Discipline page of the OUSD Office of Charter Schools website, whose terms are incorporated by reference as if set forth expressly in this Charter. The purpose of this policy is to outline the notification requirements to families and to the Office of Charter Schools.</u>

# **Key Elements of School Discipline Policy**

### Positive School Culture

We have developed school wide Agreements (One Mic, Positive Language, Maintain a Safe Classroom Environment, Respect the Learning Environment) that frame our expectations <a href="#sessess">asof</a> positive behaviors that all students are expected to demonstrate. We also have developed our <a href="#sessess">"">""</a>Student Support System <a href="#sessess">"">"">""">""">""">""">"""</a> with the fourth step being a Restorative Conference with the teacher/adult. The combination of these two systems <a href="#supportsupport">support</a> our students in understanding <a href="#that-our expectations">that-our expectations</a> <a href="#sessess">asage</a> skills that <a href="they can">they can</a> carry throughout their lives.

# Alternatives to Suspension

Additionally, our focus on restorative conferences instead of referrals encourages students and staff to reflect on ways to repair harm that are restorative rather than punitive. Students who struggle with upholding school wide agreements are supported in a variety of ways, including identifying specific accommodations within a classroom, through relationship building with the teacher, parent meetings, and restorative conferences.

We consistently recognize our students for upholding our sehoolsschools' core values (Hard Work, Caring, Integrity, and Resiliency) through weekly Wolf of the Week and Campus Leader awards at Family Meeting on Friday's Fridays. These awards provide an opportunity for staff and students to recognize each other for demonstrating our values, including recognizing growth in demonstrating the values.

## Professional Development/Preventative Strategies

We utilize a variety of internal and external professional development to support staff in preventative strategies and behavioral supports. To name a few:

- In 2016-20172024-2025 we are focusing on increasing our students' sense of belonging at school
  through improved efficacy of Restorative conferences (RCs). This PD has taken place throughout
  the first semesterJustice practices. Teachers and staff received a 2-day intensive RJ training in
  August of 2024, and are utilizing RJ practices in Advisory to support community building.
- Supporting new teachers in understanding our Student Support System and Classroom Agreements, as well as coaching before the school year begins on classroom management

- Network new teacher support in creating an equitable classroom environment Real Time Coaching
  utilizing the No Nonsense Nurturer model that prioritizes strong relationships, explicit directions,
  and clear narration to support students in being clear on expectations in the classroom.
  - Life Space Crisis Intervention (LSCI) training for a group of staff (teachers, administrators, counselors) in Summer 2016. This model supports staff in helping a student to "drain off" after a behavioral issue, and in diagnosing the root cause of the behavioral issue.

## Discipline Policy Implementation

Our teachers utilize our Student Support System and Schoolwide Agreements in every classroom as the foundation of their classroom expectations. Students are taught this system in 9th grade at Summer Bridge, and in every subsequent class. Teachers follow the Student Support System to ensure that students understand our expectations and are able to meet them. Teachers who may be struggling to implement our system are provided coaching, ranging from a focused coaching plan, all the way to real time coaching or co-teaching.

Our common LPS Oakland lesson planning template includes a section we call "Potential Barriers to Success". In this area of their plans, teachers reflect on the lesson and think about specific student needs to ensure they are on task and learning. In any given lesson plan, for example, you might see a teacher making a plan to pull a small group, provide shortened directions to a student, identify a student pairing, or any other differentiated support.

### Monitoring Students with Disabilities

We consistently analyze our referral, suspension, and expulsion data for trends and patterns. We review this data as a whole school at the beginning, middle, and end of the year. We also review the data quarterly in our administrative team, and keep an ongoing pulse on the data weekly through our Student Support Rosters DnA Reports that are sent out by the LPS Network data team.

Beyond data analysis, we set goals at the whole-school, grade level, and individual teacher level, as well as eyeles of inquiry. For example, in 2015-2016, our ninth grade team recognized a need to decrease the number of suspensions and referrals for male students. They spent a semester of inquiry around reflecting on the unique needs of male students and implementing strategies within their classrooms to support them.

This year we have also hired an <u>Educationally Related Mental Health Services ("ERMHS")</u> provider to support our Special Education students with mental health services. Through this work, <u>shethe ERMHS provider</u> is supporting some of our SPED students on identifying replacement behaviors to support in their classes.

# Grounds for Suspension & Expulsion

Leadership Public Schools ("LPS") believes that one of the major functions of education is the preparation of youth for responsible citizenship. LPS shall foster a learning environment that reinforces self-discipline and the acceptance of personal responsibility. In addition, LPS shall work with students and families to provide a safe school environment that provides students with the opportunity to have a quality education.

In order to maintain an environment that will prepare LPS students for responsible citizenship, LPS has developed and adopted the policies and procedures set forth in this document. This document is designed to guide LPS schools and personnel in dealing with student discipline issues, while providing students and parents with a clear set of expectations regarding student behavior and an understanding of the consequences of misconduct.

These policies and procedures will be periodically reviewed and the lists of offenses for which students are subject to suspension or involuntarily transferred will be modified as necessary.

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and wellbeing of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describe the offenses for which students at noncharter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension, expulsion or involuntary removal.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as the Charter School's policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed annually as part of the Student Handbook which will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians<sup>4</sup> are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and its Procedures are available upon request at the Principal's office.

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

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the IDEA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law requires additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the applicable provisions of the Education Code, when imposing any form of discipline on a student identified as an individual with disabilities, for whom the Charter School has a basis of knowledge of a suspected disability, or who is otherwise qualified for such services or protections in according due process to such students.

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<sup>2.</sup> The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

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No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian and shall inform the student, and the student's parent/guardian of the basis for which the student is being involuntarily removed, and the student's parent/guardian's right to request a hearing to challenge the involuntary removal. If a student's parent/guardian 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 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.

# This Policy and its

These-policies and procedures will be enforced fairly, uniformly, and consistently without regard to race, creed, color, sex, or any other prohibited classification.

### Student Due Process

The LPS Board of <u>Trustees Directors</u> shall provide for the fair and equitable treatment of students facing suspension-and, expulsion, <u>or involuntary removal</u> by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation.

# Suspension

Definition: Suspension is the temporary removal of a student from class instruction for adjustment or disciplinary reasons. It can include an in-school suspension at the discretion of the <u>Charter School</u>, assuming adequate space and supervision. A suspension does not mean any of the following:

- Reassignment to another class at the same school where the student will receive continuing instruction for the school.
- 2. Referral to an advisor assigned that role by the Principal.

While on suspension from the Charter School, the student is not to loiter on or about any school grounds at any time, nor to attend any LPS voluntary activity at any time, no matter where such activity may be taking place. Violation may result in further disciplinary action.

Except in cases where suspension for a first offense is warranted in accordance with law, each school site shall consider suspension from school only when other means have not been successful or where the student's presence would constitute a danger to persons or property or seriously disrupt the educational process.

### Authority to Suspend:

- 1. A teacher may suspend a student only from <a href="his/hertheir">his/hertheir</a> classroom for the day of the suspension plus the following school day.
- 2. The Principal or his/hertheir designee may suspend a student from class, classes or the school campus for a period not to exceed five school days.
- 3. The CEO or his/hertheir designee may extend a student's suspension pending final decision by the LPS Disciplinary Review Committee or Hearing Officer (as authorized by the LPS Board of Trustees) on a recommendation for expulsion (involuntarily transferred). This Committee may

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- consist of the Director of Student Services, <a href="his/hertheir">his/hertheir</a> designee(s), other LPS administrators, and other LPS school personnel (Counselors, Deans, etc.).
- 4. A Special Education student being considered for Expulsion may be suspended for ten (10) consecutive days pending the outcome of the Manifestation Determination by the IEP team. (10) consecutive days pending the outcome of the Manifestation Determination IEP

procedure in accordance with the Individuals With Disability Act (IDEA). (See section: Suspension and Expulsion of students with disabilities).

A pupil may not be suspended-or, expelled, or involuntarily removed for any of the acts enumerated unless the act is related to school activity or school attendance occurring within a school under the jurisdiction of the CEOSuperintendent or Principal or occurring within any other school district. A pupil may be suspended-or, expelled, or involuntarily removed for acts that are enumerated in the section and related to school activity or attendance that occur at any time, including, but not limited to any of the following:

- 1. While on school grounds.
- 2. While going to or coming from school.
- 3. During the lunch period whether on or off the campus.
- 4. During, or while going to or coming from, a school sponsored activity.

A pupil may also be suspended or, expelled, or involuntarily removed for engaging in any activity, on or off campus, that interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property; or (c) can be shown to cause a substantial disruption to school operations.

(a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property; or (c) can be shown to cause a substantial disruption to school operations.

## **PROCEDURES**

### Grounds for Suspension and Expulsion of Students

The following information is designed to provide uniformity within LPS in matters of student misconduct requiring disciplinary action.

The following offenses constitute grounds for suspension and expulsion and may require police notification:

Physical Injury: A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; or d) during, going to, or coming from a school-sponsored activity.

## **Enumerated Offenses**

- Discretionary Suspension Offenses. Students may be suspended when it is determined the student:
  - a) Caused, attempted to cause, or threatened to cause physical injury to another person-or.
  - <del>a)</del>b) Willfully used force or violence upon the person of another, except <del>in self-defense</del>. Notification to police at the discretion of school officials.
  - Weapons, Explosives, Dangerous Objects: Possessed, sold, or otherwise furnished any LPS Oakland R&D Campus Page 229 of 299

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firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal. Notification to police required.

b)c) Controlled Substances/Alcohol: Unlawfully possessed, used, sold, or otherwise furnished, or beenwas under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the, as defined in Health and Safety Code, an Sections 11053-11058, alcoholic beverage, or an intoxicant of any kind.—Notification to police required.

- <u>Substances in Lieu of Controlled Substances:</u> Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the as defined in Health and Safety Code, an Sections 11053-11058, alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or materialsame as a controlled substance, alcoholic beverage, or intoxicant. Notification to police at the discretion of school officials.
- <u>Robbery or Extortion:</u> Committed or attempted to commit robbery or extortion. Notification to police at the discretion of school officials.
- e)f) Damage to Property: Caused or attempted to cause damage to school property or private property-Notification to police at the discretion of school officials, which includes but is not limited to, electronic files and databases.
- f)g)Theft of Property: Stole or attempted to steal school property or private property Notification to police at the discretion of school officials, which includes but is not limited to, electronic files and databases.
- <u>Tobacco:</u> Possessed or used tobacco; or <u>any products</u> containing tobacco or nicotine products, including, but not limited to <u>cigars</u>, cigarettes, <u>eigars</u>, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets; and betel. <u>However</u>, This section does not prohibit <u>the</u> use <u>or possession by a pupil of his or herof a student's</u> own prescription products <u>with the consent of a school official</u> by a student.
- h)i)Obscenity/Profanity: Committed an obscene act or engaged in habitual profanity or vulgarity.
- i)j) Drug Paraphernalia: Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code. Notification to police at the discretion of school officials Section 11014.5.
- j)k) Disruption/Defiance: Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. Notification to police at the discretion of school officials This section shall only apply to students in any of grades 9-12, inclusive.
- k)]) Received Stolen Property: Knowingly received stolen school property or private property. Notification to police at the discretion of school officials, which includes but is not limited to, electronic files and databases.
- I)m) Imitation Firearm: Possessed an imitation firearm. Definition of 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. Notification to police at the discretion of school officials
- Sexual Assault/Sexual Battery: Committed or attempted to commit a sexual assault as
  defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual
  battery as defined in Section 243.4 of the Penal Code. Notification to police required.
  Definition of Sexual Assault: includes rape, various types of sexual abuse, and lewd and



Definition of Sexual Battery: the touching of an intimate part of another person, if the touching is against the will of the person touched, and is for the specific purpose of sexual arousal, sexual gratification, or sexual abuse (Penal Code 243.4).

- m)n) Harassment of Witness: Harassed, threatened, or intimidated a pupilstudent who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupilstudent from being a witness and/or retaliating against that pupilstudent for being a witness, or both. Notification to police at the discretion of school officials.
- Bullying: Engaged in an act of bullying, including, but not limited to, bullying committed
  by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261,
  directed specifically toward a pupil or school personnel (EC 48900(r)) SEIS code 54
- <u>Sexual Harassment: Unlawfully offered, arranged to sell, negotiated to sell, or sold the</u> prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

### · Committed sexual harassment-

n)r)Definition of Sexual Harassment: an act which, upon review of, as defined in Education Code
Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be
considered by a reasonable person of the same gender as the victim, is determined to be sufficiently
severe or pervasive so as to causehave a negative impact on one'supon the individual's academic
performance or to create an intimidating, hostile, or offensive educational environment. This
provision shall apply to students in any of grades 9 to 12, inclusive.

Limitation: Sexual harassment must be unwelcomed by the recipient in order to constitute a violation. Notification to police at the discretion of school officials

• Hate Violence: Caused, attempted to cause, threatened to cause, or participated in an act of

### hate violence-

Definition of Hate Violence: the use of force or threat of force to intimidate a person in the exercise of a constitutional or statutory right, or damage or destruction of property for the purpose of intimidating or interfering with a person because of that individual's "race, color, religion, ancestry, national origin, disability, gender, or sexual orientation." Notification to police at the discretion of school officials

- Intentional Harassment: Created a hostile educational environment.
- <u>S) Definition of Intentional Harassment</u>: engaging, as defined in harassment, threats or intimidation, directed against Education Code Section 233(e). This provision shall apply to students in any of grades 9 to 12, inclusive.
- <u>o</u>t)Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students, that is sufficiently severe or pervasive to have to the extent of having the actual and reasonably expected effect of materially disrupting a classroomclass work, creating substantial disorder, and invading the rights of the students or group of students either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.

### **Terrorist Threats Against**

- <u>u)</u> Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
    - Causing a reasonable student to experience substantial interference with their academic performance.
    - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
  - 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    - i. A message, text, sound, video, or image.
    - ii. A post on a social network Internet Web site including, but not limited to:

- (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
- (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
- (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

### iii. An act of cyber sexual bullying.

- (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- (b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
- w) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
- 2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:
  - a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

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- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.
- 3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:
  - <u>a) Caused Officials and/or Property:</u>, 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 a terroristic threator attempted to commit robbery or extortion.
  - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
  - g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
  - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
  - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
  - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
  - k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
  - Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in
    physical properties to an existing firearm as to lead a reasonable person to conclude that the
    replica is a firearm.

- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
- Made terroristic threats against school officials, and/or school property-or both.
  - databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000.00), 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 their own safety, his or herfor their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

family's safety, the protection of school property, and/or the personal property of the person threatened or of his or her immediate family. Notification to police at the discretion of school officials

### Hazing:

- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 9 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.
- t) Engaged in hazingan act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
    - iii. Causing a reasonable student to experience substantial interference with their academic performance.
    - i-iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities or any act that causes or is likely to cause personal humiliation or disgrace, or privileges provided by the Charter School.
- Vandalism/Malicious Mischief: Defaced, damaged or destroyed any school property including, books, supplies of all kinds, equipment, buildings and grounds.
   Note: Parents can be held financially liable for damages up to \$10,000 and shall also be
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liable for the amount of any reward not exceeding \$10,000 pursuant to Section 53069.5 of the Government Code. Notification to police at the discretion of school officials

If a student is expelled for one of the above reasons, the school should provide this information to the district of residence.

- 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.
  - i. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- ii. An act of cyber sexual bullying.
  - (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - (b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- u) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

- v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
- 4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:
  - a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
  - b) Brandished a knife at another person.
  - c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
  - d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or
  may readily be converted to expel a projectile by the action of an explosive; (B) the frame or
  receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive
  device. Such term does not include an antique firearm.
- The term "destructive device" means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

# **Procedures in Cases Requiring Suspension**

Step One: Suspensions shall be initiated according to the following procedures:

The <u>Charter School site administrator or teacher Principal</u> investigates the incident and determines whether or not it merits suspension.

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Searches: In order to investigate an incident, or where there is reasonable suspicion, a student's attire, personal property, vehicle or school property, including books, desks, and school lockers, may be searched by a principal/principal or Principal or Principal's designee who has reasonable suspicion that a student possesses illegal items or illegally obtained items. These may include illegal substances, drug paraphernalia, weapons or other objects or substances that may be injurious to the student or others. Illegally possessed items shall be confiscated and turned over to the police.

1. ConferenceStep Two: The school site administrator determines the appropriate length of the suspension (up to five school days). *Note:* A teacher may suspend a student only from his/her classroom for the day of the suspension plus the following school day. In the case of a teacher initiated classroom suspension, the teacher will make contact with the student's parent to explain the reason for the suspension.

Step Three: Unless a student poses a

Suspension shall be preceded, if possible, by a conference conducted by the Principal or designee with the student and the student's parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal 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 lifelives, safety, or health of students or Charter School personnel, If a suspension will be preceded by an informal student is suspended without this conference between, both the principal parent/guardian and student, in which the student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the suspension, disciplinary action and the evidence against him, the student and shall be given the opportunity to present his or her defense. At the time of suspension, a school employee will make a reasonable effort to contact the student's parents in person or by telephone. In their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the event that a teacher suspends a student, the teacher shall ask the parentstudent waives this right or is physically unable to attend afor any reason including, but not limited to, incarceration or hospitalization. Penalties shall not be imposed on a student for failure of the student's parent-teacher conference regarding the suspension as soon as possible, or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/guardian<sup>5</sup>, at the conference.

#### Step Four:2. Notice to Parents/Guardians

The Charter School site administrator fills out a Notice of Suspension Form. The parent will be given written notice of the suspension using this form, which states the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. A copy of this form is also sent to the LPS home office and placed in the student's cumulative file at the school site. The administrator or designee shall also make a reasonable effort to contact the parent/guardian in person, by email, or by telephone. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

# Step Five: School site administrator

3. Suspension Time Limits/Recommendation for Expulsion

The Charter School site principal determines the appropriate length of the suspension (up to five (5) school days). A teacher may suspend a student only from their classroom for the day of the suspension plus the following school day. In the case of a teacher-initiated classroom suspension, the teacher will make contact with the student's parent to explain the reason for the suspension.

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Director of Student Services of LPS or their designee, the student and the student's parent/guardian shall be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student and the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference, and in accordance with the procedures outlined below.

# 4. Homework Assignments During Suspension

The Charter School site administrator informs teachers of each student who has engaged in, or been suspected to have been engaged in, any misconduct for which the student can be suspended other than for use and possession of tobacco products. The information must be maintained in confidence, and only transmitted to teachers and supervisory personnel. In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

# Police Report

The Charter School site principal determines whether the offense warrants a police report. State law requires that LPS report certain offenses to law enforcement authorities. If so, the police are called as soon as possible. In addition to the offenses listed under "Grounds for Suspension and Expulsion" that require a police report, school personnel are required, by law, to file a report to the police or a legal agency as follows:

- Prior to suspending a student from school for an assault upon any person with a deadly weapon or by force likely to produce great bodily injury.
- A non-accidentally inflicted physical injury upon a minor student by another student, which
  requires medical attention beyond the level of school-applied first aid.
- Actual or suspected sexual abuse or physical abuse of any minor child. A report must be made to a child protection agency.
- An attack or assault on, or the menacing of, any school employee by a student.
- A directly communicated threat by a student or any person to inflict unlawful injury upon the
  person or property of a school employee to keep the employee from fulfilling any official
  duty or for having fulfilled any official duty.

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- Possession of any controlled substance, drug paraphernalia, alcoholic beverages or intoxicants, including glue containing toluene. Possession of such materials is illegal, and upon confiscation, cannot be retained by school personnel.
- Acts of school misconduct in violation of court imposed conditions on probation.
- Truancy of any student under court ordered mandatory attendance.

Step Six: The school site administrator informs teachers of each student who has engaged in, or been suspected to have been engaged in, any misconduct for which the student can be suspended other than for use and possession of tobacco products. The information must be maintained in confidence, and only transmitted to teachers and supervisory personnel.

A student or the student's parents/guardians may appeal those disciplinary actions imposed upon a student for his/her school related offenses.

Appeals must be made first in writing at the school level, and should be directed to the Principal. The Principal or Principal's designee will attempt to resolve the appeal with a written response within ten (10) school days.

After appeal at the school level, if further appeal is desired, the appeal should be made to LPS and should be directed to the CEO or the CEO's designee for resolution with a written response within fifteen (15) school days.

After appeal at the LPS administrative level, if further review is desired, the appeal may be forwarded to the LPS Disciplinary Review Committee or Hearing Officer for resolution with a written response within 20 school days. If any appeal is denied, the parent may place a written rebuttal to the action in the student's file. Expulsions (Involuntary Transfers)

Definition: Expulsion is the involuntary removal of a student from all schools and programs of LPS for an extended period of time for acts of specified misconduct. Except for single acts of a grave nature, Expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to

In the event that a student is recommended for Expulsion from LPS, he or she is entitled to a hearing, advance written notice of the rights and responsibilities set forth in the LPS Suspension and Expulsion Policies and Procedures. Written notice of these due process rights shall be provided at least 10 days in advance of the date set for the hearing.

Expulsion proceedings for a currently identified Special Education student require additional due process procedures. LPS will follow all due process procedures for Special Education students included in this document and in accordance with the Individuals with Disabilities Education Improvement Act (IDEA).

While under Expulsion from Leadership Public Schools, a student may not enroll in another California school district without the permission of the district of residence or the receiving district. The district of residence shall be notified upon the decision to expel a student from Leadership Public Schools.

The LPS Disciplinary Review Committee or Hearing Officer, upon reaching the decision to recommend expulsion, may suspend the enforcement of the Expulsion order for a period of not more than one calendar LPS Oakland R&D Campus Page 243 of 299

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year and may, as a condition of the suspension of enforcement, assign the pupil to a school, class, or program that is deemed appropriate for the rehabilitation of the pupil. The rehabilitation program to which the pupil is assigned may provide for the involvement of the pupil's parent or guardian in his or her child's education in ways that are specified in the rehabilitation program. A parent or guardian's refusal to participate in the rehabilitation program shall not be considered in the LPS Disciplinary Review Committee or Hearing Officer's determination as to whether the pupil has satisfactorily completed the rehabilitation program.

**Expulsion** Offenses include:

#### Category I - Mandatory Expulsion

Under the mandatory provisions, a student who has committed one or more of the following acts must be recommended for Expulsion and the LPS Board of Trustees Sub-Committee must Expel the student.

- Possessing, selling or otherwise furnishing a firearm when an LPS employee verified firearm possession;
- Brandishing a knife at another person (note that simply possessing a knife does not result in a mandatory involuntary transfer although an involuntary transfer is not precluded).

- Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code; or
- Committing or attempting to commit a sexual assault or committing sexual battery.
- · Causing serious physical injury to another person, except in self-defense;

A Mandatory Expulsion should be reported to the school district of residence and this communication should be documented in writing. A copy of the letter sent to the district or a written memo to the file regarding conversations with the district on this matter are acceptable.

# Category II - Mandatory Recommendation for Expulsion

Under the mandatory provision, a student who has committed one of the following acts of misconduct must be recommended for Expulsion unless particular circumstances render it inappropriate.

- Causing serious physical injury to another person, except in self-defense;
- Possession of any knife, explosive, or other dangerous object of no reasonable use to the student:
- Unlawful possession of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for the first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis;
- Robbery or extortion; or
- Assault or battery upon a school employee.

Note: The LPS Disciplinary Review Committee or Hearing Officer's decision to expel a student for violations included in Categories I and II must be based on a finding of one or both of the following:

Other means of correction are not feasible or have repeatedly failed to bring about the proper conduct.

1. Due to the-nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

Procedures in Cases Requiring the Extension of Suspension and/or Expulsion

Step One: The Charter School site administrator investigates an incident and determines whether the offense results in a recommendation for Expulsion. If so, the administrator follows the procedures to suspend the student outlined above.

Step Two: A meeting is held within five school days of the student's suspension to extend the suspension. The student and <a href="his/hertheir">his/hertheir</a> parent or guardians are invited to attend this meeting with the Director of Student Services of LPS or <a href="his/hertheir">his/hertheir</a> designee. School site administrators or teachers may also be present. At this meeting the offense and repercussions are discussed. An extension of the suspension may be granted only if the Director or <a href="his/hertheir">his/hertheir</a> designee has determined that the presence of the student at the <a href="Charter">Charter</a> School or in an alternative school placement would <a href="eausepose">eausepose</a> a danger to persons or property or a threat of disrupting the instructional process. If the student has committed an offense that requires a mandatory Expulsion recommendation, this is discussed and understood by all parties.

Step Three: A letter from LPS is sent to the student and parent or guardian regarding the Expulsion hearing. This letter notifies the student and parent or guardian when and where the Expulsion hearing will take place and the rights of the student with respect to the hearing as provided in the LPS Suspension and Expulsion Procedures and Parent's Rights and discussed in further detail below.

The Expulsion hearing must occur within thirty days of the offense, unless the student and parent or guardians request a postponement.

Step Four: The school site administrator files papers that are available for review by the student and his/hertheir parent or guardian. These papers may include, but are not limited to, the following: A record of student attendance and grades; a record of previous infractions, a statement of the facts surrounding the case made by a site administrator; a statement of the facts surrounding the case made by a witness.

Step Five: The student and his/hertheir advocate, may prepare their presentation to the LPS Disciplinary Review Committee or Hearing Officer and, if necessary, subpoena witnesses. The student's advocate is any person (attorney or non-attorney advisor) of the student's choice who is willing and able to represent the student at the Expulsion hearing.

Step Six: An Expulsion hearing is held. The hearing will follow the procedures identified below and reflected in the Suspension and Expulsion Procedures and Parent Right for LPS Students. This hearing cannot be held within less than ten days from when the letter in Step Three is provided in order to give the student and his/hertheir advocate time to prepare for the hearing unless the student and family/guardian waive their rights to ten days' notice.

#### Suspension Appeals Process:

A student or the student's parents/guardians may appeal those disciplinary actions imposed upon a student for their school related offenses.

Appeals must be made first in writing at the school level, and should be directed to the Principal. The Principal or Principal's designee will attempt to resolve the appeal with a written response within ten (10) school days.

After appeal at the school level, if further appeal is desired, the appeal should be made to LPS and should be directed to the CEO or the CEO's designee for resolution with a written response within fifteen (15) school days.

After appeal at the LPS administrative level, if further review is desired, the appeal may be forwarded to the LPS Disciplinary Review Committee or Hearing Officer for resolution with a written response within 20 school days. If any appeal is denied, the parent may place a written rebuttal to the action in the student's file.

#### **Expulsions**

Definition: Expulsion is the permanent dismissal of a student from all schools and programs of LPS for acts of specified misconduct. Except for single acts of a grave nature, Expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to other students.

In the event that a student is recommended for Expulsion from LPS, they are entitled to a hearing and advance written notice of the rights and responsibilities set forth in the LPS Suspension and Expulsion Policy and Procedures.

LPS Oakland R&D Campus Charter Renewal Petition, January 2017 Expulsion proceedings for a currently identified Special Education student require additional due process procedures. LPS will follow all due process procedures for Special Education students included in this petition, in accordance with the IDEA, Section 504, and all applicable federal and state laws.

#### **Authority to Expel**

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

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of the LPS Disciplinary Review Committee ("LDRC") or Hearing Officer, to be assigned by the Board of Directors as needed. The LDRC shall consist of at least three (3) members who are certificated and neither a teacher of the student nor a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The LPS Disciplinary Review Committee may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

#### **Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the LDRC or Hearing Officer determines that the student has committed an expellable offense and recommends the student for expulsion to the LPS Board Disciplinary Sub-Committee.

In the event the LDRC hears the case, it will make a recommendation to the LPS Board Disciplinary Sub-Committee for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under the Family Educational Rights and Privacy Act ("FERPA")) unless the student makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

- 1. The date and place of the expulsion hearing;
- 2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
- 3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
- 4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
- 5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- 6. The right to inspect and obtain copies of all documents to be used at the hearing;
- 7. The opportunity to confront and question all witnesses who testify at the hearing;
- 8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

# Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

- 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 their right to (a) receive five (5) days notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian, or legal counsel; and (c) elect to have the hearing closed while testifying.
- 2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- 3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
- 4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- 5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
- 6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
- 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 entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.
- 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 courtroom during that testimony.

- 9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- 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 entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

# **Record of Hearing**

The LPS Disciplinary Review Committee or Hearing Officer will conduct the Expulsion hearing. A record of the hearing will 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. If necessary, a translator will be present at the hearing.

<u>Step Seven:</u> The LPS Disciplinary Review Committee or Hearing Officer shall determine whether to recommend the Expulsion of the pupil to the LPS Board Disciplinary Sub-Committee.

If the LPS Disciplinary Review Committee or Hearing Officer recommends expulsion, findings of facts in support of the recommendation shall be prepared and submitted to the LPS Board Disciplinary Sub-Committee. All findings and recommendations shall be based solely on the evidence introduced at the hearing.

#### **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. The decision of the LPS Disciplinary Review Committee or Hearing Officer to recommend expulsion, shall be based on substantial evidence relevant to the charges introduced at the Expulsion hearing or hearings. If the LPS Disciplinary Review Committee or Hearing Officerthat the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or LDRC determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

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

### **Expulsion Decision**

If the LPS Disciplinary Review Committee or Hearing Officer decides not to recommend the expulsion, the expulsion proceedings shall be terminated and the pupil immediately shall be reinstated and permitted to return to school. The decision not to recommend expulsion shall be final.

The decision of the LDRC to recommend expulsion shall be in the form of written findings of fact and a written recommendation to the LPS Board Disciplinary Sub-Committee, which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

Upon a decision from the LPS Disciplinary Review Committee or Hearing Officer to recommend expulsion, the Board of Directors may suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and may, as a condition of the suspension of enforcement, assign the pupil to a school, class, or program that is deemed appropriate for the rehabilitation of the pupil. The rehabilitation program to which the pupil is assigned may provide for the involvement of the pupil's parent or guardian in their child's education in ways that are specified in the rehabilitation program. A parent or guardian's refusal to participate in the rehabilitation program shall not be considered in the LPS Disciplinary Review Committee or Hearing Officer's determination as to whether the pupil has satisfactorily completed the rehabilitation program. Step Eight: During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

#### Written Notice to Expel

Within ten days after the Expulsion Hearing, the final decision to expel will be made by the LPS Board Disciplinary Sub-Committee and the decision communicated to the parents. The Principal or designee, following a decision of the LPS Board Disciplinary Sub-Committee to expel, shall send written notice of the decision to expel, including the Board Sub-Committee's adopted findings of fact, to the student and student's parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

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

LPS Oakland R&D Campus Charter Renewal Petition, January 2017 Leadership Public Schools will provide the expelled student with all the assistance necessary to enroll in <a href="https://historycommons.org/historycolor: blue color: blue

<u>Step Nine</u>: The decision to expel a student may be appealed to the Board of Trustees of Leadership Public Schools or their designee (Superintendent's Board Panel). Any appeal must be made in writing, The student's district of residence shall be notified that the student has been expelled within 4530 days of the decision to expeltheir expulsion from Leadership Public Schools.

Step Ten:

#### **Disciplinary Records**

The <u>Charter School shall maintain records of all student suspensions and expulsions at the Charter School.</u> Such records shall be made available to the chartering authority upon request.

#### **Expelled Students/Alternative Education**

Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents-or-/guardians as requested by parents/guardians or by the school district of amresidence to assist with locating alternative placements during expulsion.

#### **Rehabilitation Plans**

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student will be invited to submit their appealmay reapply to the Charter School for readmission.

#### Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in person at the sole discretion of the Board of Directors following a meeting with the Superintendent's Board Panel. A representative of the Disciplinary Review Committee will attendPrincipal or designee and the student and student's parent/guardian to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Principal or designee shall make a recommendation to the Board of Directors following the meeting to present the easergarding the Principal's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

<u>Step Eleven:</u> Within three school days after the hearing, the Superintendent's Board Panel will determine the disposition of the appeal and communicate the decision to the parents in writing.

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#### **Notice to Teachers**

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

# <u>Special Procedures for the Consideration of Suspension and Expulsion</u> (or Involuntary Removal of Students with Disabilities)

# A1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student identified with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

#### 2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an individual interim alterative educational setting.

# 3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent/guardian and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parent/guardian to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent/guardian and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan
  if the child already has such a behavioral intervention plan, and modify it, as necessary, to
  address the behavior; and

c. Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities pursuant to the Individuals with Disabilities Education Act (IDEA) is subject to in the same grounds for suspension and expulsion which apply manner and for the same duration as the procedures would be applied to students without disabilities.

#### 4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian, or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

### 5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or

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c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

# 6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

#### 7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been officially identified as a studentan individual with disabilities pursuant to IDEA and who has engaged in behavior that violated the LPS Student Code of Conduct, Charter School's disciplinary procedures may assert any of the protections procedural safeguards granted under IDEA this administrative regulation only if the district Charter School had knowledge that the student is was disabled before the behavior that precipitated the disciplinary action occurred. (20 USC 1415(k)(5); 34 CFR 300.534)

#### **Leadership Public Schools**

The Charter School shall be deemed to have knowledge that the student has had a disability if one of the following conditions exists: (20 USC 1415(k)(5); 34 CFR 300.534):

- a. The parent/guardian has expressed concern to LPSin writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel in writing, or to a teacherone of the studentchild's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the student for special education pursuant to 34 CFR 300.300 300.311.child.

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

c. The <u>child's</u> teacher-<u>of the student-</u>, or other <u>districtCharter School</u> personnel, has expressed specific concerns <u>about a pattern of behavior demonstrated by the child</u>, directly to the <u>district's</u>-director of special education or to other <u>Charter School</u> supervisory <u>district</u> personnel <u>about a pattern of behavior demonstrated by the student.</u>

Leadership Public Schools would If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to not have knowledge that athe student is disabledhad a disability if the parent/guardian has not allowed the student to be evaluated for special education services or has an evaluation, refused services. In addition, LPS would be deemed to not have knowledge if LPS conducted an evaluation pursuant to 34 CFR 300.300-300.311, or if the student has been evaluated and determined that the student was not an individual with a disability. When LPS is deemed to not have knowledge of the disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)to not be eligible.

# Suspension of a Student with Disabilities

The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 school days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530)

The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.

#### **Manifestation Determination**

The following procedural safeguards shall apply when a student with disabilities is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the LPS Student code of conduct:

- Notice: On the date the decision to take disciplinary action is made, the parents/guardians of
  the student shall be notified of the decision and provided the procedural safeguards notice
  pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)
  (cf. 5145.6-Parental Notifications) (cf. 6159.1-Procedural Safeguards and Complaints for Special
  Education)
- Manifestation Determination Review: Immediately if possible, but in no case later than 10 sehool days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

At the manifestation determination review, LPS School Officials, the student's parent/guardian,

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and relevant members of the IEP team (as determined by LPS and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

#### ELEMENT 11: EMPLOYEE RETIREMENT SYSTEMS

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1. Caused by or had a direct and substantial relationship to the student's disability

A direct result of the district's failure to implement the student's IEP, in which case the
district shall take immediate steps to remedy those deficiencies. AR 5144.2(d)

If the manifestation review team determines that a condition in either #a or #b above was met, the conduct shall then be determined to be a manifestation of the student's disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

3. Determination that Behavior is a Manifestation of the Student's Disability: When the conduct has been determined to be a manifestation of the student's disability, the IEP team shall conduct a functional behavioral assessment, unless a functional behavioral assessment had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavior intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

The student shall be returned to the placement from which he/she was removed, unless the parent/guardian and district agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530) (cf. 6159.4 - Behavioral Interventions for Special Education Students)

Determination that Behavior is Not a Manifestation of the Student's Disability: If the
manifestation determination review team determines that the student's behavior was not a
manifestation of his/her disability, the student may be disciplined in accordance with the
procedures for students without disabilities. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

# Questioning and apprehension

Law enforcement officers have the right to interview and question students on school premises. When such an interview is requested, the principal or designee shall ascertain the officer's identity, official capacity, and the authority under which he/she acts. If the officer needs to interview or question the student immediately, the principal or designee shall accommodate the process in a way that causes the least possible disruption to the school, gives the student appropriate privacy, and models exemplary cooperation with community law enforcement authorities.

At the law officer's discretion and with the student's approval, the principal or designee may be present during the interview.

If the law officer finds it necessary to remove the student from school, the principal or designee shall first ascertain the reason for such action. Upon releasing the student, the principal or designee shall immediately attempt to inform the student's parent/guardian.

Personnel responsible for releasing a student from school custody shall exercise extreme diligence to prevent such release to any unauthorized or unidentified person.

### **Subpoenas**

Although subpoenas may legally be served at school, the Board believes that serving officials should be strongly urged to serve subpoenas at the home of the student whenever possible. In these situations, steps should be taken to ensure a minimum of embarrassment or loss of class time for the student.

#### Search and seizure

As necessary to protect the health, safety and welfare of students and staff, school officials may search students, their property and/or LPS property under their control, and may seize illegal, unsafe and prohibited items. The Board of Trustees requires that discretion, good judgment and common sense be exercised in all cases of search and seizure.

#### Individual Searches

School officials may search individual students, their property and LPS property under their control, when there is a reasonable suspicion that the search will uncover evidence that the student is violating the law, Board policy, administrative regulation, or other LPS rules or the school's code of conduct.

Employees shall not conduct strip searches or body cavity searches of any student.

Searches of individual students shall be conducted in the presence of at least two LPS employees.

The principal or designee shall notify the parent/guardian of a student subjected to an individualized search as soon as possible after the search.

# Student Lockers/Desks

The principal or designee may conduct a general inspection of school properties that are within the control of students, such as lockers and desks, on a regular, announced basis, with students standing by their assigned lockers or desks. Any items contained in a locker or desk shall be considered to be the property of the student to whom the locker or desk was assigned.

Because lockers and desks are under the joint control of the student and LPS, school officials shall have the right and ability to open and inspect any school locker or desk without student permission or prior notice when they have reasonable suspicion that the search will uncover evidence of illegal possessions or activities or when odors, smoke, fire and/or other threats to health, welfare or safety emanate from the locker or desk.

# Freedom of speech/expression

The LPS Board of Trustees believes that free inquiry and exchange of ideas are essential parts of a democratic education. The Board respects students' rights to express ideas and opinions, take stands on issues, and support causes, even when such speech is controversial or unpopular.

#### On-Campus Expression

Students shall have the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications.

Students are prohibited from making any expressions or distributing or posting any materials that are obscene, libelous, or slanderous. Students also are prohibited from making any expressions that so incites students as to create a clear and present danger of the commission of unlawful acts on school premises, the violation of school rules, or substantial disruption of the school's orderly operation. (cf. 5145.7 Sexual Harassment) (cf. 5145.9 Hate Motivated Behavior)

The use of "fighting words" or epithets is prohibited in those instances where the speech is abusive and insulting, rather than a communication of ideas, and the speech is used in an abusive manner in a situation that presents an actual danger that it will cause a breach of the peace. Any violations of this policy could lead to suspension and expulsion proceedings.

The Superintendent or designee shall not discipline any high school student solely on the basis of speech or other communication that would be constitutionally protected when engaged in outside of school, but may impose discipline for harassment, threats, or intimidation unless constitutionally protected.

#### Off Campus Expression

A student shall be subject to discipline for off campus expression, including expression on offcampus Internet web sites, when such expression poses a threat to the safety of other students, staff, or school property, or substantially disrupts the educational program.

The Superintendent or designee shall document the impact the expression had or could be expected to have on the school program.

# "ELECTRONIC ACT"

As used in this section, an "electronic act" means the transmission of a communication, including, but not limited to, a message, text, video, sound, or image by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager.

A pupil may also be suspended or expelled for engaging in any "Electronic Act" or activity, on or off campus, that interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property; or (c) can be shown to cause a substantial disruption to school operations.

#### XII. ELEMENT 11: EMPLOYEE RETIREMENT SYSTEM

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

California Education." – Ed. Code § 47605(bc)(5)(K)

#### Retirement System

Retirement System—Retirement benefits are the responsibility of LPS. LPS' Chief Talent Officer and Chief Business Officer will be responsible for ensuring that the appropriate arrangements for retirement coverage for all LPS staff have been made according to their position and eligibility. Employees of LPS Oakland will have access to retirement plans according to the policies established by the LPS Board of Directors and applicable law.

All certificated employees of LPS who qualify for membership shall participate in the California State Teachers Teachers' Retirement system ("STRS"); these positions may include superintendent, principals, vice principals, deans, teachers, counselors, intervention coordinators, resource specialists and former certificated LPS staff who have moved into administrative positions. LPS implements all applicable STRS policies and procedures, including policies regarding mandatory and permissive membership in STRS for eligible school staff. Employees who participate in STRS are exempted from participating in federal social security.

LPS offers the LPS 401(a) Retirement Plan ("401a Plan") to all employees who do not participate in STRS; generally administrative and classified staff will participate in the 401a Plan and may include human resources, finance staff, facilities and operations staff, data management, school managers, technology coordinators, campus supervisors, student deans, special education coordinators and enrollment coordinators.

The IRS has issued a determination letter confirming that LPS' 401a Plan serves as a qualified alternative to federal social security. Therefore, participants in the 401a Plan are exempted from participating in federal social security. LPS makes all employer contributions as required by STRS, the 401a Plan, and the federal social security laws. LPS also makes contributions for workers' compensation insurance, unemployment insurance and any other payroll obligations of an employer.

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### ELEMENT 12: PUPIL ATTENDANCE ALTERNATIVES

"The public -school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. California Education." – Ed. Code § 47605( $b_{\rm C}$ )(5)(L)

—Pupils who choose not to attend the Charter School may choose to attend other public schools in their district of residence or pursue inter-district transfers in accordance with existing enrollment and transfer policies of the District. Parents or guardians of each pupil enrolled in the Charter School shall be informed that the pupil has no right to admission in a particular school of any local educational agency (LEA) (or program of any LEA) as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the LEADistrict.

No student may be required to attend LPS Oakland. Students who opt not to attend LPS Oakland may attend other public schools either within the district of residence in accordance with school district of residence policy or another district school as pursued through an inter-district transfer request in accordance with the existing enrollment and transfer policies of the district of residence and receiving district of residence.

The parent or guardian of each student enrolled in the School shall be notified on admissions forms that the student(s) has no right to admission in a particular school of any local educational agency (or program of any local educational agency) as a consequence of enrollment in the School, except to the extent that such a right is extended by the local educational agency.

XIV. ELEMENT 13: RIGHTS OF DISTRICT EMPLOYEES

A description of

No student may be required to attend LPS Oakland.

#### ELEMENT 13: EMPLOYEE RIGHTS OF RETURN

"The rights of anyan 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. California Education." – Ed. Code § 47605(bc)(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 and explicitly 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, if any, will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings."

XV. ELEMENTI 4: MANDATORY DISPUTE RESOLUTION

No public school district employee shall be required to work at the Charter School.

Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

#### **ELEMENT 14: DISPUTE RESOLUTION**

"The procedures to be followed by the charter school and the entity granting the charter chartering authority to resolve disputes relating to the provisions of the charter California Education." – Ed. Code § 47605(bc)(5)(N)

Leadership Public Schools Oakland R&DProcedures for Complaints against Charter School

<u>Charter School</u> will establish complaint procedures that address both complaints <u>against the Charter School</u> alleging discrimination or violations of law and complaints regarding other areas. <u>Charter School will ensure that its complaint processes are fair and accessible for families.</u> Charter School will not, at any time, refer <u>such</u> complaints to the District, <u>for handling.</u>

The complaint procedures will include the clear information with respect to the response timeline of the school, whether the school's response will be in writing, the party identified to respond to complaints, the party identified and charged with making final decisions regarding complaints, and whether the final decision will be issued in writing. The procedures will also identify an <a href="impartial and neutral">impartial and neutral</a> ombudsperson for situations in which the school leader is the subject <a href="person">person</a> of the complaint, or the ombudsperson has a perceived bias. If the complainant requests an alternate ombudsperson, Charter School shall have a procedure for reviewing the request and responding to the complainant with the findings of the review, and eiher (a) identifying an alternate ombudsperson, or (b) providing a rationale for why an alternate ombudsperson is not necessary. The complaint procedures will be clearly articulated in the school's student and family handbook or distributed widely.

Leadership Public Schools Oakland R&DCharter School will 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 will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

Charter School shall comply with the requirements of Education Code section 221.61 with respect to posting information regarding the filing complaints under Title IX, including but not limited to the following: 1) the name and contact information of the Title IX coordinator; 2) the rights of the pupil and the public and the responsibilities of the Charter School under Title IX; 3) a description of how to file a complaint under Title IX, including an explanation of the statute of limitations, how the complaint will be investigated and how the complainant may further pursue the complaint; and a link to the United States Department of Education Office for Civil rights complaint form.

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

Charter School will implement specific and continuing steps to notify 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 the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner.

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# **Complaints by Students and Employees**

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

#### "Disputes between the District and the Charter School

The staff and Governing Board members of <u>Leadership Public Schools Oakland R&DCharter School</u> agree to attempt to resolve all disputes between the District and <u>Leadership Public Schools Oakland R&DCharter School</u> regarding this Charter pursuant to the terms of this section. Both will refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

Any controversy or claim arising out of or relating to the Charter agreement—between the District and Leadership Public Schools Oakland R& DCharter School, except any controversy or claim that in any way related to revocation of this Charter, shall be handled first through an informal process in accordance with the procedures set forth below.

(1) Any controversy or claim arising out of or relating to the Charter agreement, except any controversy or claim that in any way related to revocation of thisthe Charter, must be put in writing ("Written Notification") by the party asserting the existence of such dispute. If the substance of a dispute is a matter that could result in the taking of appropriate action, including, but not limited to, revocation of the charter in accordance with Education Code section 47607(ef), the matter will be addressed at the District's discretion in accordance with that provision of law and any regulations pertaining thereto. The Written Notification must identify the nature of the dispute and all supporting facts known to the party giving the Written Notification. The Written Notification may be tendered by personal delivery, by facsimilemail, or by certified electronic mail. The Written Notification, and all subsequent notifications under this procedure, shall be deemed received (a) if personally delivered, or sent by electronic mail, upon date of delivery to the address of the person to receive such notice if delivered received by the District by 5:00 PM or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of

receipt; or (e) if by mail, two (2) business days after deposit in the U.S. Mail. All written notices shall be addressed as follows:

Joe Pacheco

Director of Student Services

Leadership Public Schools

1404 Franklin Street, Suite 300

Oakland, CA 94612

Phone: (408) 829-6872

Fax: (510) 225-2575

ipacheco@leadps.org

To LPS Oakland LPS Oakland Campus, c/o School Director:

LPS Oakland LPS Oakland Campus

8601 MacArthur Blvd., Bldg. 100

Oakland, CA 94605

To Director

To Coordinator, Office of Charter Schools: 1000 Broadway, 6th Floor, Suite 639

1011 Union Street #947

Oakland, CA 94607

(2) A written response ("Written Response") shall be tendered to the party providing the Written Notification within twenty (20) business days from the date of receipt of the Written Notification. The Written Response shall state the responding party's position on all issues stated in the Written Notification and set forth all facts which the responding party believes supports its position. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail-mail, or electronic mail.

The parties agree to schedule a conference to discuss the claim or controversy ("Issue Conference"). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party.

(3) If the controversy, claim, or dispute is not resolved by mutual agreement at the Issue Conference, then either party may request that the matter be resolved by mediation. Each party shall bear its own costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 60 calendar days from the date of the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the controversy or claim at dispute. If no agreement on a mediator is reached within 30 days after a request to mediate, the parties will use the processes and procedures of the American Arbitration Association ("AAA") to have an arbitrator appointed.....

(4) If the mediation is not successful, the parties agree that each party has exhausted its administrative remedies and shall have any such recourse available by law.

Internal Disputes

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XVI—Most complaints can be resolved by informal discussion between the complainant and the employee or the employee's principal/supervisor. The Community Complaint process is reserved for complaints which are not

resolved after the informal process has been attempted and must be filed no later than 30 days after the incident. If the incident occurs at the end of the school year, the formal complaint must be filed by June 30 of the current school year. For extenuating circumstances, the deadline may be extended. Even when this formal complaint procedure is initiated, efforts may occur at any point to accomplish satisfactory informal resolution. In no case is there to be retaliation from either party. ELEMENT 15: EXCLUSIVE PUBLIC SCHOOL EMPLOYER

"A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code." Ed Code 47605 (b) (5) (0)

# XVII. ELEMENT 16: CHARTER SCHOOL CLOSURE PROCEDUR ES

A description of The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law. Parents, students, Board members, volunteers, and staff at the Charter School shall be provided with a copy of the Charter School's policies and internal dispute resolution process. The District shall promptly refer all disputes not related to a possible violation of the charter or law to the Charter School.

#### **ELEMENT 15: CLOSURE PROCEDURES**

"The procedures to be used if the charter school closes. California Education Code 47605(b)(5)(P)

#### "REVOCATION OF THE CHARTER

The District may revoke the Charter if Charter School commits a breach of any provision set forth in a policy related to charter schools adopted by the District Board of Education and/or any provisions set forth in the Charter Schools Act of 1992. 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: The

- Charter School committed a material violation of any of the conditions, standards, or procedures set forth inshall ensure a final audit of the charter.
- Charter School failed school 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.determine

Prior to-revocation, and in accordance with Education Code section 17607(d) and state regulations, the OUSD Board of Education will notify Charter School in writing disposition of all assets and liabilities of the specific violation, and give Charter School a reasonable opportunity to cure charter school, including plans for disposing of any net assets and for the violation, unless the OUSD Board of Education determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. Revocation proceedings are not subject to the dispute resolution clause set forth in this Charter maintenance and transfer of pupil records." – Ed. Code § 47605(c)(5)(0)

Pursuant to AB 97, charter schools may be identified for assistance based on state evaluation rubries and be subject to revocation pursuant to Education Code section 47607.3.

# **Closure Action**

The decision to close Charter School, either by the governing board of Charter School or by the OUSD Board of Education, must be documented in a "Closure Action". A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(†h)) or non-renewed by the OUSD Board of Education, and the Charter has exhausted any appeals procedures the Charter pursued; the governing board of Charter School votes to close Charter School; or the Charter lapses, or is surrendered; or the Charter School ceases to serve students for at least six consecutive months.

# 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 OUSD Board of Education, the governing board of Charter School shall designate a person or persons

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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:

- The OUSD Office of Charter Schools (OCS-). Charter School shall provide the OCS with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the OCS with a copy of the governing board resolution or minutes that documents its Closure Action.
- 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 OCS.
- Alameda County Office of Education (ACOE). Charter School shall send written notification of the Closure Action to ACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the OCS.
- 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 OCS.
- 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 Alameda County Office of Education ACOE of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of this notification and correspondence to the OCS.
- 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 OCS.
- 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 ##e-OCS.
- 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 to the OCS.

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
- A certified packet of student information that includes closure notice, a copy of the student's cumulative record, which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results
- 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
- 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 <u>calendar</u> days of the effective date of closure, Charter School shall provide all employees with written verification of employment. Charter School shall send copies of <u>all such employee verification</u> letters to <u>the OCS</u>.

# 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:

 Charter School shall provide the District with 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.

- Charter School's process for transferring student records to receiving schools shall be in accordance with OUSD 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 OCS 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 submitted to the OCS in the form of a CD or otherwise in accordance with District procedures.
- 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 OCS for the
  delivery and/or pickup of student records.
- 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 OCS a copythe name, title, and contact information of student attendance records, teacher gradebooks, the person designated to maintain all Charter School payroll and personnel records, and Title I records (if applicable), 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 OCS and the designee a spreadsheet of personnel records of all active and inactive employees, that includes dates of employmet, role, salary, and any other information necessary for employment verification. Both Charter School and the designee, individually and separately, shall inform OCS immediately upon the transfer of Charter School's employee records to the designee.
- 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.
- 8. 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 CDE willmay notify Charter School and the authorizing entity of any liabilities Charter School owes the state, which may include overpayment of Local Control Funding Formula and select apportionments, unpaid revolving fund loans or start up grants, and/or similar other 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 "closeout audit" within six months after the closure of Charter School that includes:

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- 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.
- 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 so permitted by the California Department of Education, California State Controller, and/or the State Superintendent of Public Instruction.

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 OUSD. 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 or other special education funding 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 budget
- 2. Local control and accountability plan and annual updates
- 2.3. Interim financial reports
- 3.4. Second interim financial reports
- 4.5. Final unaudited reports

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

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

# Disposition of Liabilities and Assets

The closeout audit <u>mustshall</u> identify the disposition of all liabilities of Charter School. Charter School closure procedures must also ensure appropriate disposal, in accordance with <u>the</u> 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:

- 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.
- 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.
- 5. The submission of an inventory of equipment log in coordination with the charter school's independent auditor about the proper procedures for liquidating the assets, consistent with federal regulations. The inventory log shall include:
  - a. Name and contact of person(s) handling the liquidation;
  - b. Each item in excess of \$500 (computers, laptops, printers, and other equipment);
  - c. An identification number that corresponds to a tag on that item;
  - d. The cost of the item and whom/where/date of the item that was donated/sold.

If Charter School is operated by a nonprofit corporation, and if the corporation does not have any functions other than operation of Charter School, the corporation shall be dissolved according to its bylaws.

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 upclosure of Charter School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

Charter School shall provide OUSD 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:

- File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
- a. File a Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).
- 2. Make final federal tax payments (employee taxes, etc.)

- File its final withholding tax return (Treasury Form 165).
   File its final return with the IRS (Form 990 and Schedule).
- 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 <u>#615</u> shall survive the revocation, nonrenewal, 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 <u>#615</u>. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element <u>#615</u> or any provision of this Element <u>#615</u> 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.

#### **Facilities**

#### Prior to

# REQUIRED NOTIFICATION TO DISTRICT

Leadership Publicoccupancy or use of any school site or facility, Charter School shall provide OCS 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. Prior to occupancy or use of any school site or facility, Charter School shall provide documentation to OCS that the 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. This requirement shall also apply, upon request by the District, 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, or notices issued by the authorized building and safety agency or the District. 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 provide such documentation to OCS upon request.

Pest Management: Charter School shall comply with the Healthy Schools Oakland 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.

# Hold & DHarmless/Indemnification Provision

Charter School, through this Charter agrees to defend, indemnify, and hold harmless OUSD, its officers, directors, agents, representatives, employees, attorneys, volunteers, successors and assigns (collectively hereinafter "District" and "District Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities including but not limited to attorneys' fees that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School's performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns. Moreover, Charter School agrees to indemnify, defend, and hold harmless OUSD and the OUSD 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 supervisorial oversight of Charter School not to exceed 1% of the Charter School's revenue, or the District may charge for the actual costs of supervisorial oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the Page 276 of 299

LPS Oakland R&D Campus Charter Renewal Petition, January 2017 District. Notwithstanding the foregoing, the District may charge the maximum supervisorial 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.

#### 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. Charter School shall notify, all parties with whom it enters into a contract that the District is a separately legal entity and is not responsible for performing any of the Charter School's obligations under the contract, including payment for services.

#### 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 30-forty-five (45) business days, the superintendent of being notified of the amounts owed.

The Charter School's financial statements, proposed budgets, projections, expenditures, and cashflow shall include the school district of Charter School's anticipated expenditures for special education services, including any projected funding received for special education services, the average cost per pupil who is expelled or leaves Leadership Public of providing special education services, and the extent to which the Charter School projects that it will have to incur special education expenditures from its unrestricted general fund revenues. If the Charter School does not belong to a SELPA as an LEA, it must also provide its projected equitable contribution to Districtwide special education costs.

#### Audit and Inspection of Records

The District hereby reserves the right, pursuant to its oversight responsibility, to audit Charter School's books, records, data, processes and procedures through the Office of Charter Schools, or in coordination with FCMAT, or in coordination with a mutually agreed upon third party. The audit may include, but is not limited to, the following areas:

- Compliance with terms and conditions prescribed in the Charter,
- Internal controls, both financial and operational in nature,
- The accuracy, recording and/or reporting of school financial information,
- Charter School's debt structure.
- Governance policies, procedures and history,
- The recording and reporting of attendance data,
- Charter School's enrollment process, suspension and expulsion procedures, and parent involvement

#### practices

- 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 business days notice to Charter School. In extreme circumstances when 30 business days notice may defeat the purpose of the audit, the District may conduct the audit upon 24 hours notice.

In addition, if an allegation of waste, fraud, or abuse of power related to Charter School operations is received by the District, Charter School shall be expected to cooperate with any investigation undertaken by the Office of Charter Schools.

#### **Data and Information Reporting**

Charter School shall provide the following data elements to OCS, according to a data reporting calendar that will be published by OCS prior to September 1 of each school year:

- Fall Census Day enrollment spreadsheet
- Reports required by Education Code section 47604.33:
  - Preliminary budget
  - Local control and accountability plan
  - First interim financial report
  - Second interim financial report
  - Final unaudited report
- Other audit-related, attendance, and/or enrollment information and reports:
  - Annual independent audit report (Ed. Code § 47605(m))
  - o Independent Auditor Selection Form (Ed. Code § 41020(f)(1))
  - 20 day attendance report (Ed. Code § 47652(a))
  - Monthly attendance reports
  - o Principal Apportionment Data (P1, P2, and P-Annual)
  - o Monthly student exit reports (Ed. Code § 47605(e)(3))
- Information/documentation related to Charter School's facilities, SELPA, student/family handbook, and governing board (including membership, bylaws, and specified policies)

Additionally, Charter School shall notify OCS in writing in a timely manner of all changes to leadership at the Charter School, the Charter Management Organization, and the governing board.

#### A. Budget/Financial Plan/Reporting

Governing Law: The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cashflow and financial projections for the first three years of operation. Education Code Section 47605(h).LPS Oakland will develop and the LPS Board of Directors will approve balanced budgets prior to each fiscal year. Annual budgets will contain reserves and will be submitted to the District, County Office of Education, and any other entities as required by law. As required by Education Code Section 47605(h), please refer to the appendices of this charter for the budget, cash flow, budget narrative and assumptions.

LPS may receive funding in accordance with Education Code, Charter Schools Act and other appropriate laws, and will opt to receive funding directly from the State. These funds may include, but are not limited LPS Oakland R&D Campus Page 278 of 299

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to, general purpose block grant, in lieu of economic impact aid; the California State Lottery; categorical block and non-block grants; charter school funding from the California Department of Education, the federal government or other sources; and any other available or mutually agreeable sources of funding for programs. LPS expects that any funds received by the District and due to the school will be forwarded to LPS in a timely fashion.

#### Verifiable Internal Procedures and Controls

LPS has verifiable internal procedures to ensure compliance with approved budgets. Commencing with the budget process through approval, stakeholders are involved in the formation of the budgets, hiring of staff and other personnel decisions. This budget process is culminated in a board approval of the budget. After the approval and with the commencement of the new fiscal year, monthly budget to actual reports are submitted to each department chair and monthly budget to actual reports are submitted to the CEO and board for review and approval. District oversight also assists with budget maintenance and the process is culminated in the annual audit.

#### Financial Reporting

The Charter School shall provide reports to the District and County Office of Education as follows, and may provide additional fiscal reports as requested by the District and County Office of Education:

By July 1, a preliminary budget for the current fiscal year.

By July 1, a local control and accountability plan and an annual update to the local control and accountability plan required pursuant to Education Code Section 47606.5

By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on or before December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, California Department of Education and County Superintendent of Schools.

By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.

By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

The Charter School shall provide reporting to the District as required by law and as requested by the District including, but not limited to, the following: California Basic Educational Data System (CBEDS), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the School Accountability Report Card (SARC), and the LCAP.

The Charter School agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District.

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#### Memorandum of Understanding

LPS Oakland agrees to negotiate in good faith to develop a Memorandum of Understanding that establishes the specific financial and service relationship between the School and the District. LPS hopes that this Memorandum of Understanding will accomplish the following, among other things:

- Address funds transfer and fiscal oversight procedures,
- Transfer of course credits for the Charter School's classes,
- Address enrollment outreach efforts (e.g., access to middle schools),
- Indicate the District services, if any, and opportunities that will require a fee, and
- Enable the efficient and fair resolution of disagreements or disputes between LPS and the District.

As required by law, LPS anticipates that the District will provide and/or perform the supervisory oversight tasks and duties specified and/or necessitated for the implementation of this charter for a fee representing documented actual costs that will not exceed one percent (1%) of the Charter School's revenue, or the District may charge for the actual costs of supervisorial oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District.

#### B. Insurance

The Charter School shall acquire and finance general liability, workers' compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts will be based on recommendations provided by the Charter School's insurer. The District Board of Education shall be named as an additional insured on all policies of the Charter School.

LPS will retain its own legal counsel when necessary. It will purchase and maintain as necessary appropriate levels of general liability, worker's compensation and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance.

LPS will provide evidence of coverage and name the District as an additional insured. LPS is currently insured by ASCIP (The Alliance of Schools for Cooperative Insurance Programs), which insures many school districts in California. R&D without graduating or completing Evidence of the insurance coverage can be found in the appendices of this charter.

#### Insurance Coverage

Type of Insurance Coverage	Coverage Amount
<u>Liability</u>	\$5,000,000 / per occurrence
Workers Compensation	\$2,000,000 /each accident \$2,000,000 / per employee
<u>Property</u>	\$500,000,000 / per occurrence
Automobile Physical Damage	Actual Cash Value
Employee Dishonesty (Crime)	\$5,000,000 / per occurrence
Cyber Coverage	\$5,000,000 / per occurrence

#### C. Administrative Services

Governing Law: The manner in which administrative services of the charter school are to be provided. Education Code Section 47605(h).

The Charter School will provide or procure its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. [insert name of back office provider/vendor and qualifications, if applicable]

#### D. Facilities

Governing Law: The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. Education Code Section 47605(h).

LPS Oakland currently operates a single charter school within the geographic boundaries of the District. The Charter School is located at 8601 MacArthur Blvd Bldg. 100, Oakland, CA 94605. This facility has a sufficient number of classrooms, office space, and other shared spaces to effectively serve all students at the Charter School. The LPS network has experience in facilities management in their Chief Business Officer, Director of Technology & Facilities, and the Director of Operations. They work with site administrators to manage facilities and operations, coordinate with the district personnel and support the management of site operations staff. General Operations (Facilities Acquisition/Management). Under the direction of the Superintendent, LPS has a Chief Business Officer, Director of Technology & Facilities and Director of Operations that manage facilities acquisition and management, including but not limited to build outs and renovations.

<del>vear</del>

#### E. Student Transportation

LPS does not provide transportation for students to and from school each day. Transportation will be provided for field trips either via school buses or public transportation. Transportation is provided for athletic events through Castlemont High School. When Castlemont High School provides transportation to and from athletic events, student-athletes are required to ride transportation provided.

#### F. Potential Civil Liability Effects

Governing Law: Governing Law: Potential civil liability effects, if any reason., upon the charter school and upon the school district notified. Education Code Section 47605(h).

The Charter School shall be operated by a California non-profit public benefit corporation. This corporation

is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an authority that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of the Charter School.

LPS Oakland R&D Campus Charter Renewal Petition, January 2017 The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts shall be determined by the pupil's last known address. Leadership Public Schools Oakland R&D 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, pursuant to Education Gode Section 47605(d)(3). recommendation of the District and the Charter School's insurance company for schools of similar size, location, and student population. The District shall be named an additional insured on the general liability insurance of the Charter School.

Leadership Public Schools Oakland R&D shall define any student dismissal under the Charter School's disciplinary procedure, or termination of a student's right to attend the Leadership Public Schools Oakland R&D under its disciplinary procedure, as an "expulsion" under the Education Code."

"In the case of a special education student, or a student who receives 504 accommodations, Leadership Public Schools Oakland R&D will ensure that it makes the necessary adjustments to comply with the mandates of State and federal laws, including the IDEA and Section 504 of the Rehabilitation Plan of 1973, regarding the discipline of students with disabilities. Prior to recommending expulsion for a Section 504 student or special education student, the charter administrator will convene a review committee to determine 1) if the conduct in question was caused by, or had a direct and substantial relationship to the child's disability; or 2) if the conduct in question was the direct result of the LEA's failure to implement the 504 plan or IEP. If it is determined that the student's misconduct was not caused by or had direct and substantial relationship to the child's disability or the conduct in question was not a direct result of the LEA's failure to implement the 504 plan or IEP, the student may be expelled."

XVIII. CHARTER RELATED ISSUES

The Charter School Board shall institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

#### Term of Charter

The term of this charter shall commence be for two years commencing on July 1, 20172025 and expire five years later expiring on June 30, 2022-2027.

#### Material Revision

Any material revisions to the School's charter shall only be made by mutual agreement of the LPS Board of Directors and the charter authorizer. In accordance with Education Code Section 47607, LPS may present a petition for a material revision of the charter at any time, and LPS believes that the charter authorizer District will agree to respond to such petitions pursuant to the applicable process, criteria and timelines specified in Education Code SectionSections 47605 or its successors and 47607. The charter requirement for teacher and/or parent signatures is not required for renewal of a charter.

#### Severability and Interpretation of the Charter

If any clause of the Charter is found to be invalid for any reason, all other clauses remain in effect.

All terms of the Charter that can be interpreted as within the intent of the California Education Code shall be interpreted in such a manner.

Any element of the Charter that, through legislation or legal ruling, is deemed to be outside the language or intent of the California Education Code or other applicable law should be removed from the charter. Such a situation would not result in the revocation of the Charter. The remaining provisions of the Charter shall remain in place.

#### **Notice**

Unless changed by written notice to the charter authorizer, all notices to LPS shall be sent to:

Dr. Louise Bay Waters Superintendent & CEO Leadership Public Schools 1440 Franklin Street, Ste 300 Oakland, CA 94612

#### **CERTIFICATION STATEMENT**

Proposed Charter School Name: LPS Oakland R&D Campus

Proposed School Location (City): Oakland, CA

I hereby certify that the information submitted in this petition is true to the best of my knowledge and belief; that this petition has been or is being sent to the Superintendent of each of the districts from which we intend to draw students; and further I understand that, if awarded a charter, the proposed school shall be open to all students on a space available basis, and shall not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or a foreign language, or academic achievement. This is a true statement, made under the penalties of perjury.

Print/Type Name: Dr. Louise Bay Waters

Address: 1440 Franklin Street, Ste 300
Oakland, CA 94612

Daytime Phone: (510) 830-3780 x 105

Fax: (510) 225-2575

Dr. Louise Bay Waters, CEO and Lead Petitioner

January 25, 2017
Date

**Leadership Public Schools** 

# LPS OAKLAND R&D CAMPUS CHARTER PETITION APPENDICES

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3	LPS Oakland R&D Complaint Procedures/Forms	<del>C8</del>
4	LPS Oakland R&D Articles of Incorporation	C13
5	LPS Oakland R&D Bylaws	C15
6	LPS Oakland IRS 501(c)(3) Determination Letter	C22
7	LPS Oakland R&D Student Family Handbook	C23

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1	Employment Capacity (Employee Handbook)	<del>D1</del>
2	Administrative Evaluations/Site Leader Rubrie	<del>D20</del>
3	LPS Oakland R&D Job Descriptions	<del>D36</del>

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2	Digital Citizenship (Technology Policy)	<del>E4</del>
4	Emergency Response Guide	E5

ITEM#	APPENDIX F: MEANS TO ACHIEVE RACIAL AND	PAGE#
	ETHNIC BALANCE	
4	Menu of Tiered Interventions	FI



# **Certifications**

In compliance with Section 47605(b), I make the following certifications:

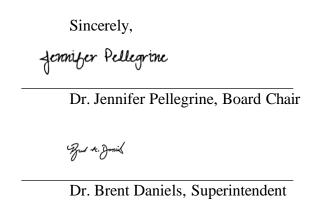
- 1. That I am the authorized representative, and that I am competent and qualified to certify the matter herein;
- 2. That, as an authorized representative, I have personal knowledge of the facts forming the basis of this certification;
- 3. That I make this certification for the purposes of Education Code Section 47605(b) only; and
- 4. That I deem the revised charter petition to be complete.

## **Timeline**

According to Education Code Section 47605(b), no later than 90 days after receiving a complete petition package, the Oakland Unified School District shall grant or deny the charter petition. We anticipate that the District will adhere to this timeline during its consideration of the charter petition.

\* \* \*

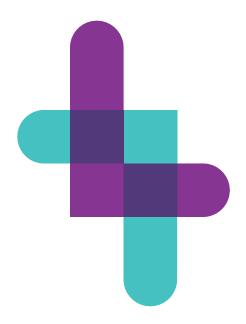
The Charter School is dedicated to supporting students in pursuing their dream to graduate high school and attend college. We look forward to working with the District during consideration of the charter renewal petition. Please feel free to contact me at bdaniels@leadps.org or 510.830.3780 if you have any questions.



**ENCLOSURES** 



**T** 510.830.3780 · **F** 510.225.2575 · www.leadps.org · 99 Linden Street, Oakland CA 94607



# LPS OAKLAND R&D CAMPUS

**Charter Renewal Petition** 

For the Term: July 1, 2025 – June 30, 2027

Submitted to the Oakland Unified School District

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# AFFIRMATIONS, DECLARATIONS, AND ASSURANCES

LPS Oakland R&D Campus (also referred to herein as "LPS Oakland" or the "Charter School"):

- 1. Shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code ("Ed. Code") § 47605(e)(1))
- 2. Shall not charge tuition (including fees or other mandatory payments for attendance at Charter School or for participation in programs that are required for students except as authorized by those Education Code provisions that explicitly apply to charter schools). (Ed. Code § 47605(e)(1))
- 3. Shall not discriminate on the basis of the characteristics included in Education Code section 220, including but not limited to disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status. (Ed. Code § 47605(e)(1))
- 4. Except for legally permissible admission preferences [as provided in Education Code section 47605(e)(2)], admission to Charter School shall not be determined according to the place of residence of the pupil, or of the pupil's parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that public school. (Ed. Code § 47605(e)(1))
- 5. Shall admit all pupils who wish to attend Charter School. However, if the number of pupils who wish to attend Charter School exceeds its capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the Oakland Unified School District ("OUSD" or "District") except as provided for in Education Code section 47614.5. Priority order for any preference shall be determined in the charter petition in accordance with all of the following: (Ed. Code § 47605(e)(2)(A)-(B))
- a. Each type of preference shall be approved by OUSD at a public hearing. (Ed. Code § 47605(e)(2)(B)(i))
- b. Preferences shall be consistent with federal law, the California Constitution, and Education Code section 200. (Ed. Code § 47605(e)(2)(B)(ii))
- c. Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. (Ed. Code § 47605(e)(2)(B)(iii))

- d. Preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. (Ed. Code § 47605(e)(2)(B)(iv))
  - 6. 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 report cards or a transcript of grades, and health information. (Ed. Code § 47605(e)(3))
  - 7. Shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4)(A))
  - 8. Shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to Charter School before enrollment. (Ed. Code § 47605(e)(4)(B))
  - 9. Shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4)(C))
  - 10. Shall post the California Department of Education's Charter School Complaint Notice on Charter School's website and Charter School shall provide a parent or guardian, or a pupil if the pupil is 18 years old, a copy of this notice at all of the following times: When a parent, guardian, or pupil inquires about enrollment; before conducting an enrollment lottery; and before disenrollment of a pupil. (Ed. Code § 47605(e)(4)(D))

Declaration Required by Education Code Sections 47611.5(b) and 47605(c)(6)
Charter School is and shall be deemed the exclusive public employer of the employees of
Charter School for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of
Title 1 of the Government Code, and shall meet the requirements of Government Code sections
3540-3549.3 related to collective bargaining in public education employment (Ed. Code §
47611.5)

#### Other Assurances

#### **Charter School:**

1. Shall 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 noncharter public schools. (Ed. Code § 47605(d)(1))

- 2. Shall operate in compliance with generally accepted government accounting principles. (Ed. Code § 47605(c)(5)(I))
- 3. Shall at all times maintain all necessary and appropriate insurance coverage.
- 4. Shall be subject to conflict of interest and other laws pertaining to public officials, including Government Code section 1090 et seq. and the Political Reform Act. (Ed. Code § 47604.1(b)(3) and (4))
- 5. Shall require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold. (Ed. Code § 47605(1))
- 6. Shall not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the school contracts with an entity for specified services, verify that any employee of that entity who will have contact with students has had a criminal background check. (Ed. Code §§ 44830.1, 45122.1, and 45125.1)
- 7. Shall not discriminate against any employee or candidate for employment on the basis of the fact or perception of a person's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, martial status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or any other protected classification, in accordance with applicable law, and shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. (Government Code § 12940; Title 5 CCR §11967.5.1(f)(5))
- 8. Shall adhere to all applicable provisions of federal law relating to students with disabilities, including the Individuals with Disabilities Education Act; Section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990, and serve students with disabilities in the same manner as such students are served in other public schools. (Ed. Code §§ 47646, 56145)
- 9. Shall adhere to all applicable provisions of federal law relating to students who are English language learners, including Title VI of the Civil Rights Act of 1964; the Equal Educational Opportunities Act of 1974; MGL c. 76, section 5; and MGL c. 89, 71 sections (f) and (I).
- 10. Shall follow the provisions of the McKinney–Vento Homeless Assistance Act of 1987 (42 U.S.C. ch. 119 § 11431 et seq.) and Education Code sections 48850-48859 to ensure that homeless students and foster youth have access to the same free, appropriate public education, including public preschools, as provided to other children and youths.
- 11. Shall provide reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. (Ed. Code § 222)

- 12. Shall provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications. (Ed. Code §§ 48907 and 48950)
- 13. Shall comply with all other applicable federal, state and local laws and regulations that pertain to the applicant or operation of the charter school, including, but not limited to, the following:
  - a. The California Code of Regulations
  - b. The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99)
  - c. Title IX of the Education Amendments of 1972 (20 U.S.C. Sec. 1681 et seq.)
  - d. Displaying all required postings at school site and online
  - e. Following the minimum and maximum age requirements for enrollment
  - f. Providing the minimum number of instructional minutes

NOTE: Throughout this Charter there is specific "District Required Language" (DRL), including but not limited to the above Affirmations, Declarations, and Assurances section. All DRL should be highlighted in gray. To the extent that any inconsistency may exist between any provision contained within the body of the Charter and the DRL, the provisions of the DRL shall control.

# **EXECUTIVE SUMMARY**

Leadership Public Schools, Inc. ("LPS") is a nonprofit public benefit corporation founded in 2002 by experienced educators and entrepreneurs.

# Vision

Leadership Public Schools' vision is that all students enter adulthood with pride in themselves, a commitment to social justice, a plan for success in college and career, and the perseverance to see it through.

#### Mission

LPS is a network of three Bay Area charter high schools whose mission is to create inclusive, empowering, and college-preparatory learning experiences for students that equip them for success in college, career, and community leadership.

LPS Oakland R&D Campus ("LPS Oakland") was founded in 2012 to serve diverse and traditionally underserved urban students, their teachers, and the public by sending 100% of our graduates to and through college. We believe that all students, regardless of socioeconomic status ("SES"), ethnicity, or neighborhood, have the right to an education that prepares them for college admission and success. Most of our students enter ninth grade below grade level across multiple subjects. As such, a key component of fulfilling our mission is bringing our students up to or above grade level as rapidly as possible. Further, we collectively aim to narrow the achievement and opportunity gaps between the highest and lowest performing students; eliminating the predictability of which student groups (race, gender, language profile, learning designation) occupy the highest and lowest achievement categories.

Grounded in our commitment to excellence and equity, we are a school with an integrated view of College, Career, and Community Leadership. This includes academic rigor aligned to State Standards, personal relevancy (community embedded, culturally relevant, and development of personal passion), and a personal vision and plan for the future (vision of self in college, career and community, with specific skills and strategies to achieve this).

At LPS Oakland, every student participates in our Design and Multimedia Arts CTE Pathway, developed in partnership with Peralta Colleges. This pathway directly aligns with the Multimedia Arts associate degree programs at Berkeley City College (BCC), with dual enrollment courses offered on our campus. Through this pathway, students not only gain expertise in the Design, Media, and Visual Arts sector but also develop entrepreneurial and technological skills that prepare them for college and career success.

Our program integrates interdisciplinary applied learning, connecting students' academic work to real-world experiences. Through our Work-Based Learning (WBL) Career Practicum course, students apply their classroom knowledge in professional settings, gaining hands-on experience that strengthens their communication, collaboration, and problem-solving skills across diverse environments. This course equips students to navigate different cultural and professional contexts, preparing them to make impactful contributions in their communities and future careers. We ensure that all students engage in A-G college preparatory courses, dual enrollment

opportunities, and career exploration, enabling them to earn college credits, develop both academic and soft skills, and build a strong foundation for college and career readiness.

We envision a school where students take their first college courses before high school graduation, learning to manage their time, and navigate the world of in-person, synchronous, and asynchronous college courses. They graduate high school college and career-ready with A-G college eligibility and earn a community college certificate. We see some of our graduates completing more than a year's worth of college credit before graduating from LPS Oakland.

#### Charter School Act

In accordance with the California Charter Schools Act of 1992, as amended ("Charter Schools Act"), LPS hereby submits this charter renewal petition to operate the Charter School for grades 9-12 for a term of two years.

### The Charter Schools Act states:

"It is the intent of the Legislature ... to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

- a) Improve pupil learning;
- b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low-achieving;
- c) Encourage the use of different and innovative teaching methods;
- d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site;
- e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system;
- f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems; and
- g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.

### Education Code Section 47601(a)-(g)

Further, Education Code section 47605(c) states in pertinent part: "In reviewing petitions for the establishment of charter schools pursuant to this section, the chartering authority shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged." LPS Oakland will make important contributions to the legislative goals outlined above. By renewing this charter petition, the District will help fulfill the intent of the Charter Schools Act and provide students in the area with an additional quality educational option.

LPS Oakland specifically addresses the intent of the Charter Schools Act by providing an innovative, technology-enhanced program designed to accelerate the learning of academically low-achieving students. The Charter School's newly redesigned Design, Visual, and Media Arts

pathway is accessible and supports all students to develop self-awareness and career and college awareness. Additionally, this pathway prepares all of our students to reach and persist through college and career opportunities. Further, LPS strives to increase the professionalism of, and professional development opportunities for LPS Oakland staff. By providing opportunities to accelerate achievement, build economic assets, and transition to college, the LPS Oakland program offers students an exciting educational option that meets all traditional accountability measures plus offers the additional outcomes of LinkedLearning programming and early college credit.

The LPS 2021-2026 Strategic Plan Goals

- 1. <u>Prepared for College and Career</u>: Students graduate from LPS with a plan for post-secondary education and career that is grounded in concrete experiences, comprehensive life-skills development, and tangible support for success.
- 2. <u>Forge Collaborative Partnership and Innovative Programs</u>: Students graduate college and career-ready and with completed coursework towards college either via dual enrollment programs, AP coursework or engagement in a career pathway.
- 3. <u>Contribute to the Community</u>: We become a responsive organization that prioritizes the wellness of students and staff. Students feel supported by the LPS community during and after their time at LPS. Students understand the needs and strengths of their community and feel the agency to make a difference.
- 4. **Promote Fiscal Vitality and Operational Effectiveness:** There are standardized evaluation and compensation systems across all three schools. Staff and alumni are provided with access to professional development, training, and support for career advancement. Sound budgeting practices ensure fiscal solvency and targeted support for youth.

LPS's mission, program and team are equipped to implement the legislative goals of the Charter Schools Act, including improving pupil learning (particularly for students identified as low achieving), creating new professional opportunities for teachers, and providing expanded public school choice for parents and students.

#### **CHARTER RENEWAL CRITERIA**

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

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

The three performance categories are as follows:

- High Performing Presumptive renewal if the charter school meets the established renewal criteria Education Code Section 47607(c)(2).
- Low Performing Presumptive non-renewal if the charter school meets the non-renewal criteria, unless the chartering authority makes a finding to approve for a two-year term Education Code Section 47607.2(a).
- Middle Performing Presumptive renewal unless the charter school failed to meet or make sufficient progress toward meeting standards and closure is in the best interest of students, evaluated using the Dashboard and Education Code Section 47607.2(b).

For the first time since 2020, the CDE has published a list of high-, middle-, and low-performing charter schools. LPS Oakland has been deemed a low-performing school by the CDE, under criterion 2 (performance schoolwide and for subgroups, against state averages).

Due to the suspension of the Dashboard in 2020 and 2021 as a consequence of the COVID-19 pandemic, charter schools could not be placed into performance categories as contemplated by AB 1505.

For 2022, the CDE could only display the most current year of performance data (also known as "Status") on the Dashboard. The 2022 Dashboard used one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for all state indicators based on 2021–22 school year data. The 2023 Dashboard is the first since 2019 to display the intended red, orange, yellow, green, and blue performance colors for schools' status and change scores in the state indicators. As such, the 2023 Dashboard is not based on two years of color-based performance.

The state indicators include the following:

- Chronic Absenteeism: kindergarten through grade eight
- Suspension Rate: kindergarten through grade twelve
- English Learner Progress: grades one through twelve
- Graduation Rate: high school only
- College/Career: high school only (Note: the College/Career Indicator will not be reported on the 2022 Dashboard)
- Academic: grades three through eight and grade eleven English Language Arts/Literacy and Mathematics

For low-performing charter schools, Education Code Section 47607.2 mandates that the District shall consider the following factors, and may renew a charter that meets the criteria in paragraph (1) or (2) upon making both of the following written factual findings, specific to the particular petition, setting forth specific facts to support the findings:

- (1) The charter school is taking meaningful steps to address the underlying cause or causes of low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school.
- (2) There is clear and convincing evidence showing either of the following:
- (i) The school achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in school.
- (ii) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers.

LPS Oakland has met both requirements, not just one, as follows:

# Measurable Increases in Academic Achievement – One Year's Progress

AB1505 lists NWEA Measures of Academy Progress (MAP) as a norm-referenced assessment that can be used to demonstrate one year's growth. NWEA identifies the Conditional Growth Index (CGI) as an aggregate growth measure that can be used to show growth for a group of students. The Student Growth Summary Report from the MAP system provides the School CGI for each grade level for a specific set of terms, but it does not offer a school-wide average or averages by student subgroup.

Based on guidance from NWEA researchers, we utilized the Student CGI value to calculate the school-wide and student group averages for each year. According to NWEA guidance in using MAP Growth Data for AB1505: "For both the student and school CGI values, a CGI range of – 0.2 to 0.2 (or greater) could be used as an approximation of one year's growth (or more) in a subject and indicates that the growth observed is generally consistent with the amount of growth observed by students in the same grade and subject with the same starting achievement level receiving a similar amount of instructional exposure."

LPS Oakland R&D tested students in grades nine through twelve. We look at Fall to Spring growth to monitor one year's growth each year.

Based on the schoolwide averages in Math and Reading, LPS Oakland R&D met or exceeded the CGI target for one year's growth each year for the last three years (21-22, 22-23, and 23-24) in both subjects. The green highlights below indicate if the group scored a CGI of -0.2 or higher for growth. The grade level averages are the School CGI from NWEA Student Growth Summary reports. The school-wide and student group averages are the mean CGI based on the student level CGI in NWEA's data extracts.

#### **MATH K-12**

MIA 111 IX-12						
		CONDITIONAL GROWTH INDEX (CGI)				
Grade Level	Fall '21 - Spring '22	Fall '22- Spring '23	Fall '23 - Spring '24			
9	1.44	1.75	1.35			
10	0.71	-0.11	-0.88			
11	1.61	-0.52	-2.41			
12	1.03	-2.98	-0.26			
ALL STUDENTS TESTED	0.3	-0.2	-0.2			
ocioeconomically Disadvantaged	0.3	-0.2	-0.1			
English Learners	0.4	-0.1	0.1			
Students w/ Disabilities	0.5	-0.1	-0.5			

# **READING**

	CONDITIONAL GROWTH INDEX (CGI)				
Grade Level	Fall '21 -	Fall '22-	Fall '23 - Spring '24		
9	2.60	1.90	-0.26		
10	2.21	0.81	0.68		
11	5.11	-0.70	-1.62		
12	0.27	-2.92	-0.11		
ALL STUDENTS TESTED	0.6	-0.2	-0.1		
Socioeconomically Disadvantaged	0.6	-0.1	-0.2		
English Learners	0.8	0.0	-0.1		
Students w/ Disabilities	0.7	0.0	-0.3		

# Clear and Convincing evidence Showing Strong Postsecondary Outcomes Compared to Peers

LPS Oakland also meets Education Code Section 47607.2, section 2 (ii); clear and convincing evidence shows strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers. The following section will outline how LPS Oakland meets the Education Code Section 47607.2, section 2 (ii) criteria for college enrollment,

persistence, and completion rates, beginning with an analysis of 'College Enrollment Data, then 'Persistence Data,' then ending with "College Completion Rates Data' using AB 1505 verifiable data sources and peer comparison standard.

College Enrollment Rate Equal to Similar Peers. For 'College Enrollment,' LPS Oakland has consistently shown a higher college-going rate every year from the Class of 2015 through the Class of 2022 than the average of all public high schools in a 2-mile radius. This data is not just a general trend, but it holds true for all graduates and all statistically significant student groups (socioeconomically disadvantaged and Hispanic/Latino), ensuring the reliability of our findings. See Table below, College Going Rate Compared to Schools Within 2 Miles of LPS Oakland, and Figure below, College Going Rate Compared to Schools Within 2 Miles of LPS Oakland. See list of comparison schools in the appendices of this charter.

Table: College Going Rate Compared to Schools Within 2 Miles of LPS Oakland

	Al	ll Graduates		Socioeconomically Disadvantaged			Hispanic/Latino		
Year	LPS Oakland	Compariso n Schools	Delta	LPS Oakland	Compariso n Schools	Delta	LPS Oakland	Comparison Schools	Delta
2014-15	75%	51%	23%	75%	51%	23%	75%	54%	20%
2015-16	72%	59%	13%	72%	59%	13%	71%	60%	11%
2016-17	71%	51%	20%	71%	51%	20%	72%	52%	20%
2017-18	74%	54%	20%	74%	54%	20%	73%	54%	19%
2018-19	64%	47%	17%	64%	47%	17%	64%	47%	17%
2019-20	53%	44%	9%	53%	44%	9%	53%	43%	10%
2020-21	56%	41%	15%	56%	41%	15%	55%	37%	18%
2021-22	50%	48%	2%	50%	48%	2%	50%	47%	3%

Source: DataQuest College-Going Rate for CA High School Students

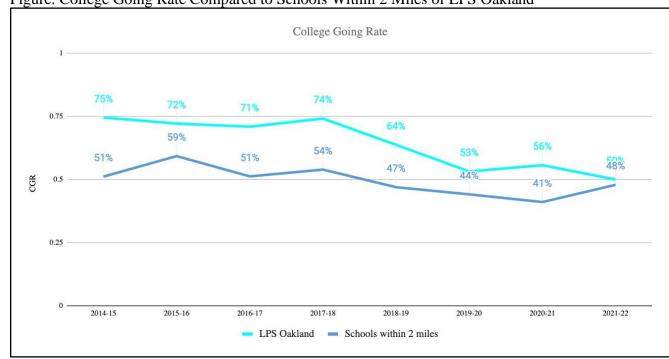


Figure. College Going Rate Compared to Schools Within 2 Miles of LPS Oakland

Source: DataQuest College-Going Rate for CA High School Students

In the Table and Figure showing College Going Rate Compared to Schools Within 2 Miles of LPS Oakland, the data meets the criteria for Education Code Section 47607.2, section 2 (ii) for 'College Enrollment' for LPS Oakland's Charter to be renewed for 2-years. The threshold to meet the 'College Enrollment Standard" is 'rates equal to similar peers.'

Additionally, the National Student Clearinghouse data, a verifiable source, shows that LPS Oakland students exceed national averages for the percentage of students enrolled in college during the first two years after high school graduation from 2016 –2021, except for 2020, where these percentage rates were identical. This data, Percent of Students Enrolled in College During First Two Year After High School 2016–2021, presented below, demonstrates that LPS meets the Education Code Section 47607.2, section 2 (ii) standard of 'rates equal to similar peers' for 'College Enrollment' for a decision to renew LPS Oakland's Charter for 2-years.

Table: Percent of Students Enrolled in College During First Two Year After High School 2016–2021

PERCENT OF STUDENTS ENROLLED IN COLLEGE DURING FIRST TWO YEARS AFTER HIGH SCHOOL						
2016-2021 COMPARISON TO NATIONAL AVERAGES						
Percentages	2016	2017	2018	2019	2020	2021
LPS - Oakland	75%	84%	74%	68%	55%	59%
High Poverty Schools	64%	64%	63%	62%	55%	55%
Delta	11%	20%	11%	6%	0%	4%

Source: National Student Clearinghouse

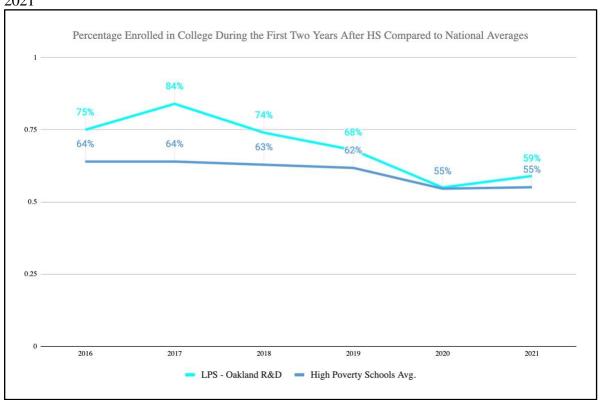


Figure. Percent of Students Enrolled in College During First Two Year After High School 2016–2021

Source: National Student Clearinghouse

Persistence: Rate Equal to Similar Peers. In 2021, LPS Oakland had a Persistence percentage of 80%, outperforming similar high poverty schools nationally by +4%. Unfortunately, there is no available comparison data for 2022. For the most recent comparison year, 2021, the LPS Oakland data meets the criteria for Education Code Section 47607.2, section 2 (ii) for Persistence, which allows LPS Oakland's Charter to be renewed for 2-years. The threshold to meet the College Enrollment Standard is Persistence rates equal to similar peers. See more details below,

Table: College Persistence (Freshman to Sophomore Year) 2016 – 2021

COLLEGE PERSISTENCE (FRESHMAN TO SOPHOMORE YEAR) 2016 – 2021						
Percentages	2016	2017	2018	2019	2020	2021
LPS - Oakland	79%	84%	71%	69%	58%	80%
High Poverty Schools	77%	76%	76%	73%	72%	76%
Delta	2%	8%	-5%	-4%	-14%	4%

Source: National Student Clearinghouse

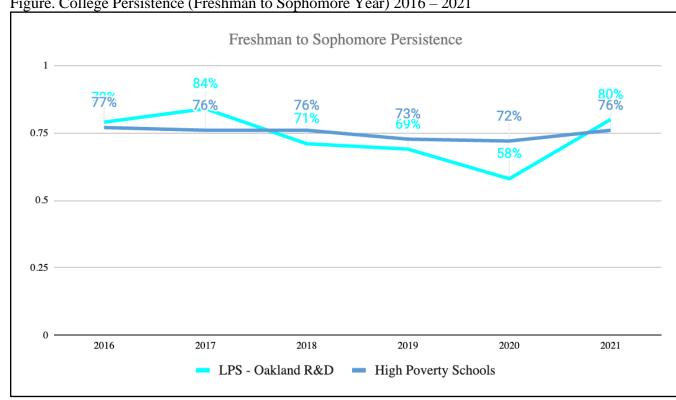


Figure. College Persistence (Freshman to Sophomore Year) 2016 – 2021

Source: National Student Clearinghouse

Completion: Rate Equal to Similar Peers. LPS Oakland's 6-year Completion Rate for the three most recent years is equal to or greater than that of High Poverty Schools nationally per National Student Clearinghouse data, with the LPS Oakland Class of 2017 notable gain of 12% to achieve a Completion Rate of 40%, 15 percentage points above their peers. LPS Oakland recognizes the need to engage in deeper analysis of this data to understand better how to increase the 6-Year Completion Rate data and LPS Oakland's Enrollment and Persistence Data. LPS Oakland meets the 47607.2, section 2 (ii) standard of 'rates equal to similar peers' for 'Completion' to support a decision to renew LPS Oakland's Charter for 2-years.

Table: 6-Year Percent of Students Earning a College Degree

6-YEAR PERCENT OF STUDENTS EARNING A COLLEGE DEGREE						
Percentages	Class of 2015	Class of 2016	Class of 2017			
LPS - Oakland	25%	28%	40%			
High Poverty Schools	25%	25%	25%			
Delta	0%	3%	15%			

Source: National Student Clearinghouse

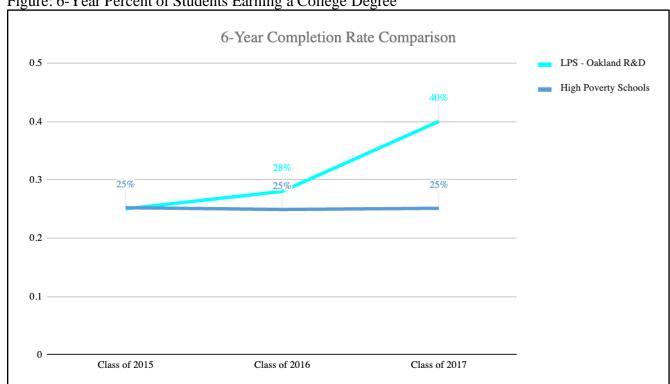


Figure: 6-Year Percent of Students Earning a College Degree

Source: National Student Clearinghouse

For Education Code Section 47607.2, section 1, LPS Oakland has taken meaningful steps to address the underlying causes of low performance. Post-pandemic, LPS Oakland focused on hiring staff aligned with the LPS vision and mission and responding to the students' demand for in-person classroom teachers versus virtual learning. These changes have resulted in a strong classroom teacher retention rate and stable leadership at the site and home office levels, with a focus on improving LPS Oakland's in-person instructional program and strengthening LPS' dualenrollment program. Moreover, LPS and LPS Oakland now have stable leadership at the school site principal and superintendent levels, paving the way to effectively address the underlying causes of low performance at LPS Oakland.

### Meaningful Steps to Address the Underlying Causes

With the LPS mission and vision as the foundation, LPS Oakland staff are working jointly with the LPS Home Office team and are engaging in ongoing professional development. We are also collaborating with our longstanding and recent external educational partners such as KQED Media, Peralta Colleges, Berkeley City College Multimedia Arts Department, Kingmakers of Oakland, Families in Action. This collective effort is of great significance as we focus on community outreach and enrollment, college and career readiness, and dual-enrollment practices. Together, we are striving to improve the educational experience and outcomes for our students, many of whom enter LPS below grade level compared to their peers.

Upon reflection of LPS Oakland's low-tier performance status per AB 1505 measures, LPS leadership has engaged in a deep cycle of inquiry to examine the CA Dashboard indicators and LPS Oakland R&D Campus

the four academic indicators of AB 15015 (ELA, Math, English Learner Progress Indicator (ELPI), and the College and Career Indicator (CCI) to determine LPS Oakland's areas of strength and areas of growth as LPS engages in the process of continuous improvement to better serve our students and community.

Over the past year, LPS has already begun to address the causes of our low-performance status by improving our CALPADs reporting systems, increasing the depth and scope of our dual-enrollment pathways program, deepening our restorative justice practices within our community, and providing professional development for teachers in the areas of math and English language arts within the content area. LPS is also developing systems to support students within the school day by expanding co-curricular activities driven by student interest and implementing adaptive learning technology supports to broaden our math and English intervention efforts based on student data. In addition to focusing on improving LPS Oakland's school climate and culture, LPS Oakland has also completed an approximately \$20 Million school renovation project to update LPS Oakland with a new College and Career Center and Makerspace and renovate and update existing classrooms and offices. LPS Oakland also proudly partners with Castlemont High, our co-located school partner, to share facilities to benefit students from each of our schools.

Through these efforts, LPS Oakland has successfully reset from the negative impacts of the pandemic, poor labor relations, and managing a 20-million-dollar construction project and the thoughtful development of a two-year Board-approved Program Improvement Plan (PIP) ("LPS Oakland PIP") to center our effort to address the root causes of LPS Oakland low performance. The five areas of focus within our PIP are (1) Academic Performance; (2) Family and Student Engagement; (3) Interventions, (4) Enrollment, and (5) Student Population.

#### LPS Oakland's Board-Approved Program Improvement Plan (PIP)

The LPS Oakland PIP was developed by examining student achievement data, student survey data (i.e., student voice), and feedback from our educational partners, such as the OUSD Measure N/H Committee, the OUSD Office of Charter Schools, the LPS Board of Directors, the East Bay Educators United (EBEU)–LPS classified and certificated staff and the LPS strategic plan and budget priorities.

The LPS Oakland PIP represents our written plan adopted by the LPS governing body to meet part of the criteria for a 2-year renewal based on our low-performance status per cation Code Section 47607.2, section 1. See the appendices of this charter to see the full details of the LPS Oakland PIP designed to address the underlying causes of LPS Oakland's low performance. The name and brief description of each of LPS Oakland's five PIP focal areas are outlined below:

 Academic Performance: Improve student academic performance by fostering deeper engagement through meaningful learning experiences that connect curriculum to realworld applications, promote active participation, and support personalized pathways to success.

- 2. **Family and Student Engagement:** Improve systems to foster family and student engagement in school programs and enhance practices to promote a positive and a caring learning environment for all students.
- 3. **Interventions:** Remove barriers to attendance, learning, and graduation by offering wellness counseling, Tier 2 interventions, and credit recovery opportunities to students who are experiencing trauma, mental health challenges, or academic learning gaps.
- 4. **Enrollment:** Implement a comprehensive Enrollment Plan designed to share the educational program and philosophy with educational partners, community members and families, to reflect how LPS Oakland will meet students' specific learning, academic, and social-emotional needs and provide them with a quality education in a safe, culturally relevant, and caring school environment.
- 5. **Student Population:** Increase the enrollment and retention of African American students at LPS Oakland by implementing targeted outreach, engagement, and culturally supportive strategies.

# LPS Oakland's Education Code Section 47607.2 Mandated Summary

LPS Oakland has taken the necessary written documented steps and provided verifiable data per AB 1505 to meet the AB 1505 criteria for the OUSD Board of Education to authorize a 2-year renewal for LPS Oakland through June 30, 2027. Based on LPS Oakland's initial steps to improve our educational program, we anticipate moving to the AB 1505 Middle-Performance Tier before the expiration of our Charter on June 30, 2025. As such, LPS respectfully requests that OUSD consider the 2024 Dashboard release (on or around December 1, 2024) in its decision to renew this charter.

# **ELEMENT 1: EDUCATIONAL PROGRAM**

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

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

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

# Local Control Accountability Plan (LCAP)

Charter School shall annually submit a Local Control and Accountability Plan (LCAP)/annual update to the Office of Charter Schools on or before July 1, in accordance with Education Code section 47604.33. In accordance with Education Code section 47606.5, Charter School shall annually update its goals and annual actions to achieve those goals identified in the charter pursuant to Education Code section 47605(c)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education, as it may be changed from time to time, including but not limited to the following:

- A review of the progress towards the goals included in the charter, an assessment of the
  effectiveness of specific actions toward achieving those goals, and a description of the
  changes to the specific actions the charter school will make as a result of the review and
  assessment.
- Listing and description of the expenditures for the fiscal year in implementing the specific
  actions included in the charter as a result of the reviews and assessments, classified using
  the California School Accounting Manual.
- To the extent practicable, data shall be reported in a manner consistent with how information is reported on the California School Dashboard.

Charter School shall comply with all other 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...' (Ed. Code § 47606.5(d))

# Western Association of Schools and Colleges (WASC) Accreditation

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

# Mathematics Placement Policy

If Charter School serves ninth grade, Charter School shall comply with the requirements of Education Code section 51224.7 with respect to implementing a fair, objective and transparent mathematics placement policy for pupils entering the ninth grade.

# **Independent Study**

Charter School recognizes that a long-term independent study program (greater than 14 days per school year), is a material term of the educational program described in Charter School's petition. Therefore, if offered, Charter School's petition will contain a reasonably comprehensive description of the long-term independent study program, including how the school will comply with the legal requirements in providing such a program.

## Home and Hospital Instruction

Charter School is responsible for providing both its general education and special education students with individual home instruction during any period of temporary disability when the student is unable to participate in on-campus instruction. In the case of a parent notifying Charter School of a request for home instruction, Charter School shall determine the appropriateness of home instruction services within five days of the request and shall begin home services within five days of determining eligibility. If a student disenrolls from Charter School in order to enroll with their school district of residence for home instruction, Charter School shall re-admit such students if they request re-enrollment within one calendar year from disenrollment from Charter School.

If a student with an IEP is unable to attend school due to a temporary or ongoing medical or psychological disability, Charter School shall continue to be responsible for the provision of special education and related services during that time. Home instruction for a student with an IEP or Section 504 plan shall only be provided under the following circumstances (5 CCR § 3051.4): the IEP team has recommended home instruction based on a medical report which is from the student's attending physician, surgeon, or psychologist; states the diagnosed condition; certifies that the student's condition prevents attendance in a less restrictive setting; and contains a projected calendar date for the student's return to school.

Home instruction shall be provided only by teachers with valid California teaching credentials who consent to the assignment. There is no provision in statute that specifically addresses instructional content; however, the goal of home instruction should be maintenance of the pupil's former level of performance.

A student with a temporary disability, who is in a hospital or other residential health facility within the boundaries of OUSD, excluding a state hospital, shall receive educational services by OUSD. A pupil with a temporary disability, who is in a hospital or other residential health facility outside the boundaries of OUSD, excluding a state hospital, shall receive educational services by the school district in which the hospital is located. Pursuant to Education Code § 48207, Charter

School shall continue to enroll such students while they are receiving Hospital Instruction. Average daily attendance shall be calculated consistent with the law.

Student Enrollment and Grade Levels Served

Charter School will serve a student enrollment at each grade level and at all grade levels combined in each of the years of the term of the Charter as follows:

	Projected Student Enrollment for Each Year				
	by Grade Level and Total Enrollment				
Grade Level	Year 1	Year 2	Year 3	Year 4	Year 5
TK					
K					
1					
2					
3					
4					
5					
6					
7					
8					
9	47	50	55	60	65
10	46	48	50	55	55
11	42	42	44	45	50
12	40	40	42	42	42
Total	175	180	191	202	212

Maximum Enrollment for Charter Term: 500

Charter School will submit a petition to materially revise its charter if any of the following occur:

- 1. The Charter School seeks to serve any grade levels not already approved by the District on the schedule approved by the District.
- 2. The total enrollment in a given year exceeds the maximum enrollment by 5% or more.
- 3. The total enrollment in a given year is more than 15% below the projected enrollment per the schedule above.

## **Target Population**

LPS Oakland is located in east Oakland, California, and offers a college and career preparatory program for students in grades 9-12 grounded in the philosophy of A-G courses, a dual enrollment pathway program in Design, Visual, and Media Arts (DMVA), career exploration with academic and socio-emotional support for any and every student.

The campus serves more English Learners and socioeconomically disadvantaged students compared to Alameda County and the state of California, and very similar student groups

compared to Oakland Unified (see Table 1). Historically, English Learners and socioeconomically disadvantaged students in California's K-12 public education system have shown lower achievement outcomes than their peers on various state measures, such as high school graduation rate, college eligibility rates, and college and career indicators. LPS Oakland is dedicated to ensuring that all students, particularly historically underserved student groups and students of color, graduate from high school prepared for college and careers.

Student Demographics, 2023-2024				
	LPS Oakland	Oakland Unified	Alameda County	
Total Enrollment	218	33,916	190,365	
English Learners	27.2%	32.9%	19%	
Socioeconomically Disadvantaged	70.6%	81.4%	46.1%	
Students with Disabilities	15.1%	16.3%	12.5%	
Students of Color	100%	89.9%	85.1%	

# **Community Need**

LPS Oakland is a school choice for families in east Oakland. LPS Oakland represents a high school option that consistently outperforms its neighborhood schools and the state average, particularly on graduation and college eligibility achievement rates for traditionally underserved student groups and students of color.

Below, the chart shows LPS Oakland's strong Four-Year Cohort Graduation Rate from 2018-19 through 2022-23, with graduation rates near, at, or above 90% rate. Additionally, LPS Oakland's equally strong A-G rates over the same period of rates near, at, or strongly above the 90% rate.

\*Note: The End-of-Year CalPADs for 2021-22 data was not submitted properly by LPS due to staffing changes. Therefore, the 2021-22 A-G Graduation Rates are incorrect and artificially low. LPS has addressed this issue, accordingly, as seen in the LPS Oakland A-G Graduation Rates data for 2022-23.

Chart: LPS Oakland's Strong Track Record of (High) Graduation Rates Over Time (2018 to 2023)

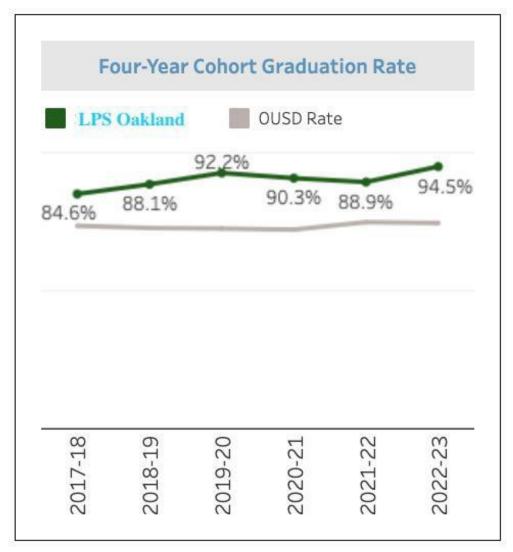
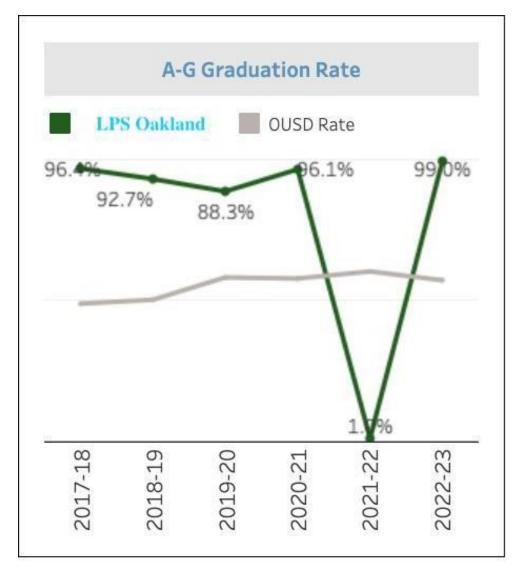


Chart: LPS Oakland's Strong Track Record of (High) A-G Completion Rates Over Time (2018–2023)



\*The End-of-Year CalPADs for 2021-22 data was not submitted properly by LPS due to staffing changes

In addition to LPS Oakland's strong track record of high graduation rates and A-G completion rates over time, the Charter School also strongly supports our students who enter LPS Oakland as 9<sup>th</sup> graders to graduate. LPS Oakland's strong support for entering 9<sup>th</sup> graders is demonstrated by high graduation rates for all students and for our significantly higher population of socioeconomically disadvantaged and Hispanic students.

# **Graduation Rate in Context, LPS Oakland**

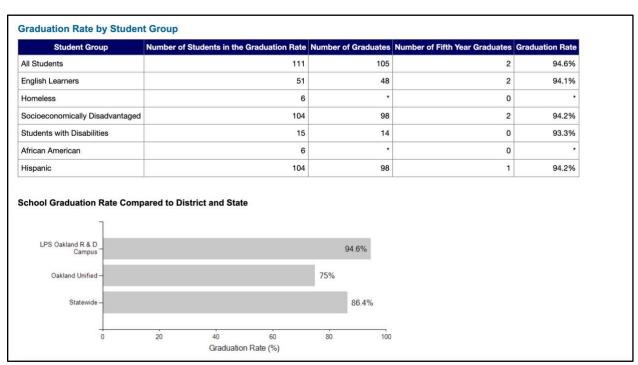
	2021	2022	2023
All Students	94.7%	96.9%	100%
Socioeconomically Disadvantaged	95.6%	98.9%	100%
Hispanic	95.2%	98.9%	100%

When students start LPS Oakland in 9th grade, they graduate at a very high rate.

Source: CALPADS

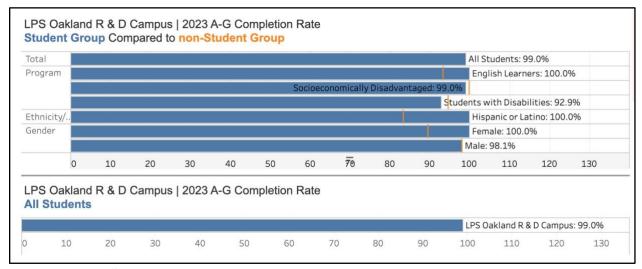


When looking at subgroup performance, LPS Oakland consistently outperforms the District and the State in graduation rates.

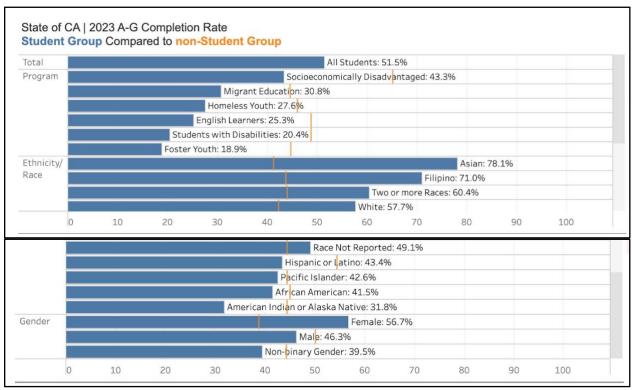


**Data Source:** CDE Dashboard Data: Dashboard Additional Report - Graduation Rate LPS Oakland, Oakland Unified

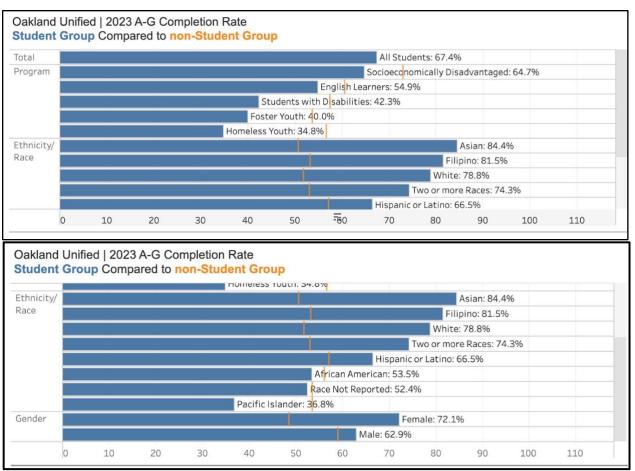
Again, examining subgroup performance in A-G completion, we see exceptionally high achievement rates, again, consistently outperforming the State and the District.



**Data Source**: <u>California K-12 Equity Gaps | Tableau Public</u> (Entity LPS Oakland R&D Campus, Indicator A-G Completion Rates)



Data Source: <u>California K-12 Equity Gaps | Tableau Public</u> (Entity State of CA, Indicator A-G Completion Rates)



**Data Source**: <u>California K-12 Equity Gaps | Tableau Public</u> (Entity: Oakland Unified, Indicator A-G Completion Rates)

In June 2022, Channel 2 KTVU Channel 2 invited four LPS Oakland graduating seniors to *The Mornings on 2 Show*. These seniors, who achieved more than just a high school diploma, are not only top academic scholars but also bilingual. Their grade point averages were above 4.0 and they had completed more than ten college courses while attending LPS Oakland. These graduates are a living example of the vision of LPS Oakland. Their high academic success provides them a significant head start on life after high school.

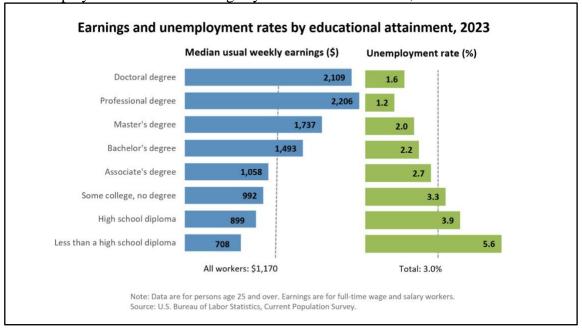
<sup>&</sup>lt;sup>1</sup> Link to full video.



LPS Oakland is committed to improving educational outcomes for historically underserved student populations in Oakland. Across the state, these student groups have lower high school graduation rates, college eligibility, and college and career readiness indicators compared to their non-disadvantaged peers, as evidenced by long-term student achievement data. The goal of LPS Oakland is to ensure that all students, especially traditionally underserved student populations and students of color, have access to the necessary support and structures to address the economic disparities and negative financial and employability impacts experienced by individuals without a high school diploma, some college, associate's degree, bachelor's degree, or higher degree.

The chart below depicts Unemployment rates and earnings by educational attainment, 2023 shows how individuals 25 and older with a high school diploma and some college have earnings and lower unemployment rates compared to individuals without these attainments. LPS Oakland's aim is that all students graduate from high school A-G college eligible, with some college credits, as a launch pad into their post-secondary lives to optimize their earnings potential, employability, and ability to serve the community.

Chart: Unemployment rates and earnings by educational attainment, 2023



Given the student population that LPS Oakland serves, our success at reaching this goal is critical to our students' futures and the regional economy. LPS Oakland serves socioeconomically disadvantaged students, first-generation college-going students, students who enter high school below grade level, and foster youth in grades 9-12. The objective is to graduate students who have the academic, economic, and leadership readiness skills to be successful in college, career, and the community. The intention is to serve students who roughly reflect the racial, ethnic, and socio-economic background of schools within the Oakland Unified School District ("District") and specifically Castlemont Campus attendance area, however this has been an area of challenge for LPS Oakland. The LPS Network, LPS Oakland, and its leadership, are concerned about and recognize that the number of Black or African American students enrolled at LPS Oakland is significantly lower than the demographics of the neighborhood in which it is located. To encourage Black student enrollment, over 50% of the staff at LPS Oakland are Black or African American. All LPS teachers receive professional development in equity-based practices to ensure a welcoming and equitable environment for all students. Additionally, the school offers programs for Black or African American affinity student groups, such as a Black Student Union and an annual tour of Historically Black Colleges and Universities. The campus has also initiated an external partnership to receive training and identify the root cause of this disproportionate enrollment concern, and to launch an enrollment campaign designed specifically to attract Black families. Additional detail is discussed in Element 7 of this charter petition.

LPS Oakland is a school firmly connected to and in support of the needs of the East Oakland community. Contextually, LPS Oakland serves a community that has a rich history and myriad assets, as well as some important service needs. Many students and families can experience high levels of environmental stress factors (e.g. violent crime, unemployment, housing insecurity, poverty, limited food access).

LPS leadership is deeply committed to continuing its investment in and providing a quality educational program to the students and families of East Oakland and the city of Oakland.

On March 24, 2024, *The San Francisco Chronicle* reported that "the pandemic increased devastation and desperation in the [East Oakland]." Notably, LPS and LPS Oakland were also negatively impacted during the pandemic years, specifically year 2020-2022, reflected by high staff turnover at all levels, including the resignation of a recently appointed superintendent, the departure of three principals, staff and classroom teacher shortages, and poor labor relations with the East Bay Educators United (EBEU) affiliated with the Oakland Education Association (OEA).

These factors negatively impacted LPS Oakland's program, as many students were enrolled in virtual high school A-G asynchronous English and math courses, to mitigate the teacher shortage. These virtual courses were taught by a credentialed teacher, with an in-person LPS Oakland staff member facilitating the course accordingly. The platform used to deliver this A-G virtual learning is called Edgenuity.

Post-pandemic, LPS Oakland has reduced staff turnover and achieved stable staffing under the leadership of Superintendent/CEO Dr. Brent Daniels. LPS Oakland has a stable classified and teaching staff and has developed positive relationships with both CTA certificated and classified labor partners. As of the submittal of the LPS Oakland renewal petition, LPS is no longer using Edgenuity to deliver any courses within our core academic program. Additionally, in August 2024, the campus completed a \$20 million renovation project, expanding the instructional program to support the Design, Visual, and Media Arts Pathway and College and Career Counseling. This approximately 8,000-square-foot, one-story building has four classrooms, two lecture halls, a resource center, and offices.

On August 7, 2024, LPS Home Office Staff and LPS Oakland Staff, OUSD Board Members, Castlemont High School staff, including Principal Joseph Blasher of Castlemont High School, participated in the grand opening ceremony of the LPS Oakland R&D College and Career Center for the 2024-25 school year. This event marked our unwavering commitment to student growth and thriving in the post-pandemic era, a commitment we share with Castlemont High School and the entire OUSD community. LPS Oakland is positioned to deliver on its core design: to provide a school program and structures specifically and intentionally designed to serve students with academic and socio-emotional learning needs, English Learners, and students with Special Education needs, within a high school college prep environment. For the 2024 End-of-Year CalPads reporting, LPS Oakland reported lower suspensions than 2023, and increased dual enrollment course completers as well as CTE



Pathway completers compared to 2022 and 2023, and similar strong graduation and A-G rates as previous years. In 2024, LPS Oakland showed growth on NWEA MAP in multiple grade levels, a verified data source allowable for Charter Renewal purposes. LPS Oakland passionately believes that all students can excel academically with the right supports in place. Our program identifies and builds on the assets of our students, their parents, and their local communities. At LPS Oakland, we believe that education is not just about imparting knowledge but about cultivating the potential within every student. Our instructional design framework is built on the philosophical tenets of Linked Learning and Integrated Project-Based Learning (PBL), aiming to create an inclusive, engaging, and transformative learning environment for all students, especially those who have historically been underserved.

## Instructional Approaches that Meet Community Needs

Linked Learning: Bridging Education and Real-World Relevance. Linked Learning is at the heart of our educational philosophy. It emphasizes the integration of rigorous academics with career and technical education (CTE) to provide students with relevant, real-world experiences. By connecting classroom learning to real-world applications, we ensure that students see the relevance of their education and are prepared for both college and career success. This approach includes career-themed pathways, such as our Design, Visual, and Media Arts (DVMA) pathway, which articulates with the Multimedia Arts program at Chabot College and Berkeley City College, who provides dual enrollment electives on our campus. Real-world applications tie classroom lessons to practical scenarios, while industry partnerships with local businesses and organizations offer students hands-on experiences and mentorship from professionals in their chosen fields. The pathway student learning outcomes design is informed by industry and school

community partner participation in our Pathway Advisory Board, ensuring that the curriculum remains relevant and aligned with industry standards.

Integrated Project-Based Learning: Cultivating Critical Thinkers and Problem Solvers. Integrated PBL is a cornerstone of our approach, fostering critical thinking, creativity, and collaboration. Through interdisciplinary projects, students engage deeply with content, explore complex questions, and develop solutions to real-world problems. This method empowers students to take ownership of their learning, driving engagement and motivation. Key elements include interdisciplinary projects that span multiple subject areas, promoting connections between different fields of knowledge. Student agency is a priority, with students having a voice in choosing project topics and methods, which enhances their ownership and engagement. Authentic assessments, such as presentations and portfolios, allow students to demonstrate their learning in real-world contexts.

Mastery-Based, Standards-Centered Grading: Promoting True Understanding. Our grading framework is mastery-based and standards-centered, ensuring that grades reflect a student's true understanding and mastery of focus standards. Students have multiple paths to demonstrate their mastery, whether through traditional assessments, project-based assignments, presentations, or other creative means. This approach emphasizes learning and growth over time, rather than a one-time performance, and supports our commitment to equity and high expectations for all students. Clear learning targets help students understand the standards they are expected to master and the criteria for success. Multiple assessment opportunities accommodate different strengths and learning styles, while formative feedback provides regular insights into progress and areas for improvement.

<u>Collaborative</u>, <u>Interdependent Learning Environment</u>. At LPS Oakland, we foster a collaborative, interdependent learning environment where students work together on projects and assignments, mirroring the teamwork and collaboration required in real-world settings. This approach aligns with the Linked Learning pathway gold standard guidelines ensuring that our students are not only academically proficient but also equipped with essential soft skills. Features include teambased projects that teach collaboration and leverage each other's strengths, peer feedback to enhance learning and communication skills, and community-building activities that promote a strong sense of belonging among students.

<u>Differentiated Instruction: Meeting Diverse Needs</u>. We recognize that our students come from diverse backgrounds with varied needs and strengths. Our instructional design is rooted in differentiated instruction, ensuring that every student receives personalized support and opportunities to excel. We tailor our approaches to meet each student where they are, using a mix of traditional classroom instruction and innovative learning methods. Project-based and collaborative teaching and learning strategies support individualized education plans and are designed to address individual strengths, needs, and interests by incorporating flexible grouping to support diverse learning needs and goals, and adaptive technologies.

<u>Inclusive Practices: Ensuring Equity for All.</u> Inclusion is a fundamental principle at LPS Oakland. We are committed to providing an equitable education for all students, including those with disabilities, English Learners (ELs), and other subgroups achieving below or above grade-

level expectations. We employ Universal Design for Learning (UDL) principles, individualized education plans (IEPs), and specialized support services to ensure that every student can access and engage in meaningful learning experiences. Components include UDL's multiple means of representation, expression, and engagement, individualized education plans tailored to each student's needs, and specialized support services like speech and language therapy and occupational therapy, as well as Bilingual academic support.

Empowering English Learners. Our ELs benefit from focused language acquisition programs like E. L. Achieve's Systematic ELD, designated ELD and Constructing Meaning, integrated ELD. These initiatives emphasize academic language development within content areas, ensuring that ELs not only learn English but also succeed in their academic subjects. Culturally responsive teaching and bilingual support further enhance their learning journey. Language acquisition programs focus on developing English proficiency while maintaining academic progress, culturally responsive teaching values students' cultural backgrounds, and bilingual support resources help students continue developing their native language alongside English.

Supporting Students with Disabilities. For students with disabilities, we provide a range of specialized services and support. Our commitment to compliance with the Individuals with Disabilities Education Act (IDEA) and state regulations ensures that these students receive the appropriate accommodations and modifications to thrive. The PBL approach is particularly beneficial as it allows for various access points to learning engagements, catering to different learning styles and abilities, and ensuring that all students can participate meaningfully. Support structures include specialized instruction tailored to individual needs, assistive technology tools to help students access the curriculum, and inclusive classrooms where students with disabilities learn alongside their peers.

Advanced Opportunities for High Achievers. Students achieving above grade level are challenged through advanced coursework, including Advanced Placement (AP) classes and dual enrollment opportunities with local colleges. Enrichment programs and complex PBL projects further extend their learning, fostering higher-order thinking and innovation. Opportunities include access to advanced coursework that prepares students for college-level work, dual enrollment programs that allow students to earn college credit while in high school, and enrichment programs that offer extracurricular activities and deeper learning experiences.

<u>Data-Driven Decision Making</u>. Our approach is informed by data. Regular assessment and analysis allow us to tailor instruction and interventions to student needs. This data-driven decision-making ensures that our strategies are effective and responsive to the evolving needs of our students. Practices include regular assessments to monitor student progress, data analysis to identify trends and areas for improvement, and responsive interventions to support student growth.

<u>Interdisciplinary PBL: Integrating Humanities and STEAM.</u> Our Integrated PBL approach brings together humanities, multimedia arts, math, and science in interdisciplinary projects. This holistic learning experience ensures that students see the interconnectedness of knowledge and develop a comprehensive skill set. By working on real-world problems and interdisciplinary projects, students develop critical thinking, creativity, and collaboration skills that are essential for success

in both college and career. Key practices include real-world projects that apply knowledge from multiple disciplines, collaborative learning opportunities, and reflective practice to encourage students to consider the real-world applications of their learning.

Student-Centered Design: Fostering Ownership and Engagement. We believe that students should be at the center of their learning journey. Our student-centered design approach empowers students to take an active role in their education through voice and choice in project topics and methods. This fosters a sense of ownership, increasing engagement and motivation. Students are encouraged to explore their interests and passions, which helps them stay motivated and engaged in their studies. This approach also helps students develop a sense of responsibility and accountability for their learning. Key strategies include providing voice and choice in learning, personalized projects that align with students' interests and goals, and active learning through hands-on, experiential activities.

Comprehensive Support Systems: Ensuring Success for All. Academic, social, and emotional support systems are integral to our model. Advisory programs, counseling, and mentorship provide a safety net for students, ensuring their well-being and success. Strong family and community engagement further support our students, creating a collaborative environment that extends beyond the classroom. We believe that our students' success is a collective effort that involves the school, families, and the community. Support structures include an advisory class with grade-level cohorts, counseling services for academic, college and personal support, and family engagement initiatives that involve families as partners in the educational process.

Participatory Democracy: Building Future Citizens. LPS Oakland is committed to preparing students to be active and engaged citizens. Through our focus on participatory democracy, students learn the importance of civic engagement and are provided with opportunities to practice these skills within the school and the broader community. This includes participation in student government and the student-led justice council, community engagement projects, and participation in civic activities. By involving students in decision-making processes and community initiatives, we help them develop the skills and knowledge necessary to be informed and engaged citizens. Key initiatives include student government roles, student justice council, community service projects, and civic education in the curriculum.

Global Perspectives: Expanding Horizons. Our curriculum includes a global perspective, helping students understand and appreciate the interconnectedness of our world. Through projects, partnerships, and exchanges, students are exposed to different cultures and global issues, preparing them to be global citizens. This global focus helps students develop a broader perspective and understand the impact of their actions on the world. Key elements include global projects that study and address global issues, cultural exchanges with peers from different countries, and global partnerships with schools and organizations worldwide.

<u>School and Community Engagement: Creating a Supportive Network</u>. We believe that a strong connection between the school and the community is essential for student success. We actively engage with local businesses, community organizations, and families to create a supportive network for our students. This includes partnerships for internships, community service projects, and family engagement initiatives. By building these connections, we create a supportive

environment that extends beyond the classroom and helps students thrive. Key strategies include community partnerships with local businesses and organizations, family involvement programs that encourage and support family participation, and community events that bring the school and community together.

At LPS Oakland, we are dedicated to creating an expansive teaching and learning experience that prepares students for the complexities of the future. By leveraging the philosophical and implementation tenets of Linked Learning and Integrated PBL, we strive to cultivate a generation of critical thinkers, problem solvers, and lifelong learners who are ready to make a positive impact in their communities and beyond. Our comprehensive and rigorous high school experience not only prepares students for college and career but also equips them to be active and engaged citizens who practice participatory democracy at school and beyond. LPS Oakland offers programs and structures that foster relations and personalization with a small high school community, to meet the needs of the students it serves. The school has developed specialized programming for grade-level student groups. Below is a summary of programming in support of student success:

At LPS Oakland, the 9<sup>th</sup> grade programs are designed to lay a strong foundation for students both academically and personally. The **Frosh Seminar** plays a crucial role in building this foundation by introducing students to essential skills and knowledge that will support their high school journey. Alongside this, the **Frosh SEL Advisory** is tailored to help students explore and develop their self-identity, which is vital for their social-emotional growth. These structures ensure that each student receives personalized support, fostering strong relationships and preparing them for future academic and career success.

For 10<sup>th</sup> graders, the focus shifts to enhancing their skills and understanding their relationships with others. The **Soph Seminar** is dedicated to **Skill Building**, equipping students with more advanced competencies necessary for academic and personal success. Concurrently, the **Soph SEL Advisory** concentrates on **Relational Identity**, guiding students to deepen their understanding of how they relate to others, which is key for their social and emotional development. These programs work together to strengthen student relationships and provide personalized support as they progress through high school.

For 11<sup>th</sup> graders, the focus is on preparing for their future and understanding their role within a broader community. The **Junior Seminar** is centered on **Preparation and Planning**, helping students to strategically plan for college and career paths, ensuring they are on track to achieve their goals. Meanwhile, the **Junior SEL Advisory** emphasizes **Community and Social Identity**, encouraging students to explore their place within the community and how their social identities impact their relationships and responsibilities. These programs aim to provide personalized support, fostering strong community connections and preparing students for life beyond high school.

In the 12<sup>th</sup> grade, the focus is on ensuring students are fully prepared for their next steps in life. The **Senior Seminar** is dedicated to **Final Preparation and Transition**, guiding students through the last stages of high school as they prepare for college, careers, or other post-secondary opportunities. Alongside this, the **Senior SEL Advisory** focuses on **Global and** 

**Human Identity**, helping students to understand their place in the world and their responsibilities as global citizens. These programs provide the necessary support and guidance to help students transition successfully into the next chapter of their lives.

9<sup>th</sup> Grade transition support: personalized curriculum and academic support structures via Block Periods, Advisory Periods, Learning Labs, Family Meetings, and a Freshman Retreat to support the transition from middle to high school settings.

Non-barrier access to A-G Courses: all students are enrolled in A-G Courses.

A fully inclusive academic program for A-G high school, Advanced Placement (AP), and dual enrollment program.

Linked Learning Lead Facilitator, College Counselor, Destination College Advising Corps College Counselor, Dean of Students, Instructional Aides, and Campus Safety Supervisors to provide support to meet all students' academic and social-emotional needs.

Transitional English Language Development ("ELD") classes.

General Education Teachers, Educational Specialists, and Instructional Assistants work collectively to support students in A-G and dual enrollment college courses.

Weekly progress monitoring of all students via the 'DNA Report.'

Implementation of adaptive learning software to address students' learning gaps in math and reading.

Academic formative assessment monitoring via NWEA MAP in Reading and Math.

School Climate and Culture monitoring via the Panorama Survey and Parsec Real in Spring 2024.

In addition, the new College & Career Center will enhance students' learning experiences and prepare them for post-secondary success in college and careers. The College & Career Center is part of LPS Oakland's approximately \$20 million renovation project, funded by the Prop 51 Bond.

The Main Building renovation focuses on accessibility issues. The primary renovation areas are student and staff restrooms and administrative and student services spaces, developed in reclaimed classrooms and offices. Additionally, science labs will be upgraded to address accessibility issues, aging casework, and lab amenities. A new building electrical service will also address intermittent power issues in the building. The Annex renovation included the interior demolition of four existing undersized classrooms and the construction of two classrooms, breakout, administration, and storage space.

The College & Career Center, Main Building, and Annex with a Makerspace will house the LPS Oakland's newly redesigned Design, Visual Media Arts college pathway courses and electives, which are supported by Oakland's Measure N/H (*College & Career for All*). This project would not have been completed without the coordination of Castlemont High School and the support of Oakland Unified School District.

**Photo 1** below shows the ribbon cutting and grand opening of the LPS College and Career Center on August 7, 2024, with the principal of Castlemont High School, Joseph Blasher, and the principal of LPS Oakland, Alex Webster, conducting the ribbon cutting. The current and former LPS Oakland CEO/Superintendent, Dr. Brent Daniels (left of Principal Blasher) and Dr. Louise Waters (right of Principal Webster), are also pictured with representatives of Clark/Sullivan on each end. LPS Oakland is committed to having a solid relationship and partnership with Castlemont High School so students from both schools benefit academically and socioemotionally in preparation for success in post-secondary pursuits.



#### LPS Oakland Redesigns College Pathways Program

In alignment with the LPS vision and mission, the LPS Oakland offers a fully inclusive instructional program for all students. All students are enrolled in college preparatory and college and career pathway programs. The college preparatory program consists of courses approved by the University of California. The career pathway program is financially supported by Measure N/H a parcel tax and by a partnership with the Peralta Community College District.

Design, Visual and Media Arts (DVMA) - A CTE Pathway Connecting Learning to Careers The Design and Multimedia Arts (DVMA) CTE Pathway at LPS Oakland offers a robust and immersive educational experience designed to prepare students for careers in design, multimedia arts, and related fields. The pathway begins in the 9th grade with the foundational course, **Introduction to Design and Multimedia Arts**, where students explore the basics of design principles, multimedia tools, and creative processes. This is followed by the **Intermediate Design and Multimedia Arts** course in the 10th grade, where students deepen their skills, focusing on more complex projects and real-world applications.

By the 11th grade, students advance to the **Advanced Design and Multimedia Arts** course, where they refine their expertise, engage in sophisticated design challenges, and prepare for post-secondary opportunities. In their senior year, students can participate in on-campus opportunities in dual enrollment classes or engage in the Work-Based Learning (WBL) Career Practicum. This hands-on practicum allows students to apply their learning in real-world settings, gain valuable work experience, and build professional networks.

A key feature of the DVMA CTE Pathway is the integration of career and technical education with academic coursework, exemplifying LPS Oakland's commitment to Linked Learning. This approach ensures that students acquire technical skills and develop the academic knowledge needed for success in college and career.

Partnerships with local multimedia businesses and industry professionals play a vital role in the pathway, providing students with internships, mentorship opportunities, and industry certifications. These experiences bridge the gap between classroom learning and the workforce, giving students a competitive edge in their future careers.

The pathway also articulates with the Multimedia Arts program at Chabot College and Berkeley City College (BCC), top community colleges renowned for high transfer rates to UC Berkeley. This articulation provides a seamless transition for students who wish to pursue higher education in design and media, offering them a strong start toward earning a degree from one of the top design institutions.

To ensure that the curriculum remains relevant and aligned with industry standards, the Pathway Advisory Board, comprising industry and school community partners, regularly reviews and provides feedback and guidance on the design of the program. This collaboration keeps students prepared for the evolving demands of the workforce and future careers.

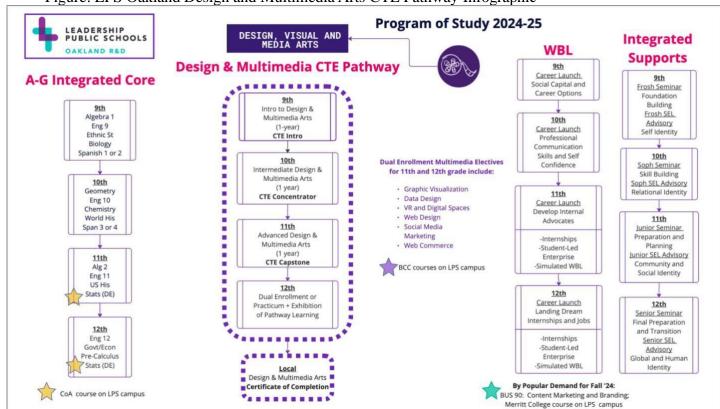


Figure: LPS Oakland Design and Multimedia Arts CTE Pathway Infographic

#### Dual Enrollment Opportunities at LPS Oakland

The dual enrollment ("DE") opportunities at LPS Oakland provide a significant boost to students pursuing the Design and Multimedia Arts pathway. By offering early access to college-level courses through Peralta Colleges, particularly at Berkeley City College (BCC), students can begin building a solid foundation in Multimedia Arts. These courses give students a strong start in BCC's degree programs, setting them on a path toward earning valuable certifications and associate degrees.

What makes this opportunity even more remarkable is that BCC's design degrees articulate directly with UC Berkeley's prestigious design programs. This means that students who start their journey at LPS Oakland, taking dual enrollment courses, can seamlessly transition into BCC's programs and, from there, have a direct pathway to continue their studies at UC Berkeley. Given that BCC has the highest transfer rate to UC Berkeley among community colleges, students at LPS Oakland are uniquely positioned to advance into one of the top design programs in the nation.

This strategic alignment between high school, community college, and university education ensures that LPS Oakland students are not just prepared for the next step in their academic careers but are given the tools and opportunities to excel in the highly competitive fields of design and multimedia arts. This integrated, forward-thinking approach empowers students to

reach their full potential, whether they choose to enter the workforce or continue their education at top-tier institutions.

Table: LPS Oakland 2024: Number and Percentage of Students Passing One or More DE Courses with a C or higher and Earning 3 semester Community College Credits per Course

Grade Level	Number of Students & Dual Enrollment Courses Passed			
	1 2 3+			
9	-	-	-	
10	-	-	-	
11	16 (31.4 %)	14 (27.5%)	9 (17.6%)	
12	18 (26.9%)	12 (17.9%)	23 (34.3%)	

Data Source: End of Year CALPADS: 2024

In the 2023-24 school year at LPS Oakland, the junior and senior classes demonstrated significant engagement with Dual Enrollment courses, contributing to their academic growth and career readiness. Of the 57 juniors enrolled in the fall and 51 in the spring, 16 students, representing 31.4% of the 11th-grade cohort, successfully passed one DE course. Additionally, 14 juniors (27.5%) passed two DE courses, while 9 students (17.6%) excelled by passing three or more DE classes. This achievement underscores the commitment of LPS Oakland's juniors to enhancing their academic portfolios and gaining early college experience.

The senior class also showcased a strong performance in DE courses. Out of 69 seniors in the fall and 67 in the spring, 18 students (26.9%) passed one DE course, while 12 seniors (17.9%) managed to pass two DE courses. Impressively, 23 seniors (34.3%) passed three or more DE courses, reflecting their dedication to rigorous academic challenges and their preparedness for post-secondary education.

In addition to their success in Dual Enrollment, 10 juniors (19.6%) and 23 seniors (34.3%) completed the Career and Technical Education (CTE) pathway, passing both the concentrator and capstone courses within Berkeley City College's Mobile and Web Design program. This accomplishment highlights their proficiency in technical skills and readiness for careers in the digital design industry.

Furthermore, 10 seniors distinguished themselves by meeting Leadership Public School's rigorous requirements to receive a Local Certificate of Achievement. This recognition followed their successful completion of an Exhibition of Learning, where they presented their work to a panel of community members and peers, demonstrating the depth of their knowledge, skills, and personal growth over their high school journey.

Table: LPS Oakland 2024: Number & Percentage of CTE Completer and Local Certificate Students

Grade Level	CTE Completers	Local Certificate
11	10 (19.6%)	-
12	23 (34.3%)	10 (14.9%)

Data Source: End of Year CALPADS: 2024

These outcomes illustrate the dedication of LPS Oakland students to academic excellence, career preparation, and personal development, embodying the school's commitment to fostering a well-rounded and future-ready student body.

Work-based Learning Opportunities at LPS Oakland

The Work-Based Learning (WBL) Career Practicum offers a multifaceted approach to career readiness, providing students with real-world experiences and practical skills that are essential for success in today's workforce. Here are the key benefits:

- 1. **Access to Internships**: By connecting students with internships, the WBL Career Practicum allows them to gain hands-on experience in their chosen fields. This not only helps students build a professional network but also enhances their resumes, making them more competitive in the job market. Internships also offer students a chance to apply theoretical knowledge in real-world settings, deepening their understanding of industry practices.
- 2. **Simulated Work Experience at School**: The program's simulated work environment at school provides a safe and controlled space for students to practice workplace skills. This setting allows students to engage in role-playing activities, project-based learning, and collaborative work, all mirroring a professional environment's dynamics. This experience builds confidence, improves communication skills, and fosters problem-solving abilities, preparing students for the complexities of the workplace.

Participation in a Student School-Based Enterprise: By participating in a student-run enterprise, students gain entrepreneurial experience, learning how to manage a business, make strategic decisions, and understand financial literacy. This aspect of the program teaches leadership, teamwork, and accountability, offering students a taste of what it takes to run a successful business. It also encourages creativity and innovation, as students are often tasked with developing new products or services. Together, these elements create a comprehensive learning experience that not only prepares students for immediate entry into the workforce but also equips them with the skills and mindset needed for lifelong career success. The WBL Career Practicum empowers students to take charge of their career pathways, bridging the gap between education and employment.

Career Launch and the LPS Oakland Work-based Learning Continuum

The Career Launch Curriculum is a dynamic and comprehensive program designed to equip students with the essential skills, knowledge, and experiences they need to thrive in their future careers. This curriculum is thoughtfully structured to guide students through a progression of career development activities, starting from their early high school years and continuing through graduation. By integrating practical learning opportunities with academic coursework, the Career Launch Curriculum ensures that students are not only prepared for college but also for the challenges and demands of the modern workforce. The program emphasizes the development of social capital, professional communication skills, self-confidence, and career exploration, ultimately empowering students to pursue and secure internships, jobs, and entrepreneurial endeavors that align with their personal and professional goals.

## 9th Grade: Career Launch - Social Capital and Career Options

In the 9th grade, students are introduced to the concept of social capital and the various career options available to them. This stage focuses on helping students understand the importance of building networks, recognizing the value of relationships in career development, and exploring different career pathways. The goal is to spark interest and broaden students' awareness of potential career opportunities.

#### 10th Grade: Career Launch - Professional Communication Skills and Self-Confidence

In the 10th grade, the focus shifts to developing professional communication skills and building self-confidence. Students engage in activities that enhance their ability to communicate effectively in professional settings, including public speaking, resume writing, and interview preparation. This stage is crucial in helping students gain the confidence needed to present themselves effectively and navigate the professional world.

#### 11th Grade: Career Launch - Developing Internal Advocates

During the 11th grade, students learn the importance of developing internal advocates—mentors, teachers, and professionals who can support and champion their career aspirations. This phase encourages students to build meaningful relationships with adults who can provide guidance, support, and advocacy as they prepare for their future careers.

#### 12th Grade: Career Launch - Landing Dream Internships and Jobs

In the 12th grade, the program focuses on helping students land their dream internships and jobs. This stage emphasizes the practical application of all the skills and knowledge gained throughout the continuum. Students receive support in identifying and securing internships or job opportunities that align with their career goals, setting them on a path toward achieving their professional aspirations.

#### 11th and 12th Grade: Internships, Student-Led Enterprise, and Simulated Work-Based Learning

In addition to the grade-specific Career Launch experiences, 11th and 12th graders can participate in internships, engage in a student-led enterprise, and experience simulated work-based learning (WBL). These components provide students with hands-on, real-world experience, allowing them to apply what they've learned in authentic work settings. Internships offer direct exposure to industry practices, while the student-led enterprise and simulated WBL activities help students develop entrepreneurial skills, teamwork, and problem-solving abilities in a controlled environment.

This continuum is designed to ensure that by the time students graduate, they are not only prepared academically but also equipped with the skills, experiences, and networks necessary to succeed in their chosen careers.

# **How Learning Best Occurs**

# **Educational Philosophy**

LPS's Educational Philosophy and Approach to Instruction is aligned to and in support of our mission to create educational equity; enable students to become self-motivated, competent, and lifelong learners; prepare students for college, career, and community leadership; and share our practices at a national scale. LPS Oakland has an integrated view of College, Career and Community Leadership. This includes rigor (the transition to the Common Core), personal relevancy (community embedded, culturally relevant, and development of personal passion), and a personal vision and plan (vision of self in college, career and community, with specific skills and strategies to achieve this). As such our overall academic program design and approach to instruction supports the fulfillment of this vision. Specifically, we believe we will prepare all students to be college and career ready community leaders by:

- Building a school culture focused on equity.
- Providing a rigorous and responsive academic program.
- Making connections between academics and the real world lives of our students.

By doing so, our approach prepares students for success in college, career, and community leadership by accelerating their academic preparation, building their vision for their futures and supporting their transition to and persistence in college.

## Teaching and Learning Methods at LPS Oakland

We are committed to supporting every student to develop the necessary skills and knowledge for them to be successful, connecting to students' personal and community identities, building upon and valuing students' lives and experience, and tapping into their funds of knowledge which are varied, rich, and essential to reaching our goals. We believe that we must teach and support students' learning in ways that value and connect to students' cultures, develop their passions, and strengthen their communities.

# Our Teaching Approach is...

**Responsive** to student need: To accelerate learning for all students and to re- engage them in the learning experience given a history of schooling that may have led to disengagement, we need to ensure that students see value in the work they are doing. To this end, we offer dual enrollment classes that provide students who pass with college credit, and we offer internships and apprenticeships through our CTE program that connect with student interests and with the employment they already have.

**Differentiated** for student need: For students to see value and growth, we differentiate in how students may choose to demonstrate mastery of material, and in terms of the methods of instruction and learning. Personalized learning may be individual or independent in some cases, and collaborative and communal in others. Because our student population includes many Newcomers with varying levels of schooling, we strive to provide lessons that all students can connect with, no matter their previous educational backgrounds. Special Education Specialists and Instructional Aides help teachers modify lessons for student access, and our Bilingual Instructional Aide provides pull-out and push-in services for English Language Learners.

**Asset Based**: To develop students' sense of belonging and to support their positive identity development, we must build on and recognize the assets of the students and their communities so that we can enable students to amplify and internalize those assets and create a sense of belonging. Teachers are encouraged to communicate regularly with families, sending messages about positive student behavior and contributions to class, as well as seek understanding around family hopes and dreams for each student.

Our Instructional Practice is...

**Data Rich**: We gather an array of student data to pinpoint areas of strength and areas for development so that learning experiences can be designed and tailored to accelerate and empower students in their learning journey. We administer MAP Growth assessments in Fall, Winter, and Spring to measure student growth and identify skill gaps to be targeted through classroom instruction. network also builds and distributes a weekly custom (Data & Assessment) Report to identify groups requiring targeted interventions to provide a weekly snapshot of student grades and attendance for every student, and teacher and admin teams use these reports to track student progress and identify groups requiring targeted interventions.

Connected to Personhood: We recognize the life path of students - not only their previous schooling, but their community and family context, thereby building on the assets that students and communities bring as well as students' vision for their future. Teachers strive to know students as individuals, including their interests and motivations, their unique learning styles, and their overall strengths as well as areas of growth.

Our core beliefs about deeper learning are grounded in...

**Relevence**: In order for students to make connections to school and its relevance, it is vital that adolescents engage in learning opportunities that involve choice, and that connect to their interests and aspirations. We survey students about their priorities for learning, time spent both in school and out, and for life after high school, adjusting our offerings accordingly.

Career and College Readiness Skills: For students to develop the skills and knowledge necessary for success in college and career they need to have the opportunity to engage in critical thinking and inquiry-based learning experiences throughout their high school experience.

**A Range of Opportunities**: These experiences do not take one singular format but are comprised of a range of learning opportunities both inside and outside the classroom: ranging

from curriculum embedded performance tasks that require key cognitive strategies; to short- and long-term projects within and between classrooms; to internship and experiential learning opportunities.

Our definition of deeper learning is grounded in...

**Inquiry**: In order to think critically and solve complex problems, students need ample opportunity to engage in authentic tasks, including student-centered projects featuring rich inquiry questions. Inquiry cycles guide our collaborative work and help us deepen students' understanding of the content area as well as themselves, their peers, and the world around them. Project-Based Learning provides a framework for these inquiry cycles and allows students to explore topics and ideas that matter most to them.\_

**Collaboration**: In an increasingly complex and diverse world, students need to develop cross-cultural collaboration and communication skills as well as the self- awareness of their own strengths in collaboration. Student collaboration also builds English language competency and therefore is critical to English Learner academic success.

**Reflection**: All students come with a baseline of skills and knowledge in the areas of applied/deeper learning (think critically, solve complex problems, communicate and collaborate) and these are the starting point for their reflection on their growth and development over time - within a unit, a course, a year, four years. We provide formal reflection opportunities during our Student Led Conferences, where students get the chance to share with family members their progress over time in each class, as well as end of semester Exhibitions of Learning, where the community is invited into the school building where student work is displayed from each class.

#### The Role of Technology in Education

Leadership Public Schools takes seriously its mission to address the most challenging issues in urban secondary education in ways that are replicable and cost effective for both charter and traditional schools across the nation. To this end, over the past three years we have been refining a range of technology-enhanced instructional and data strategies and tools as well as technology-supported innovation processes.

In the 2023-24 school year, LPS Oakland piloted the use of Imagine MyPath, a personalized and adaptive technological intervention tool that provides students performing below grade level with individualized instruction and assessment in Math and Reading. As implemented at LPS Oakland, this program analyzes students' NWEA MAP Growth results to identify gaps in students' knowledge and skills, and targets these gaps with mini-lessons that strategically target these areas. In the 2024-25 school year, Imagine MyPath will be implemented schoolwide.

In 24-25, LPS Oakland piloted the use of DeansList software to track behavior data, attendance data, and school-family contacts. It helps educators streamline communication, monitor student progress, and improve school culture. Some benefits of this software include enabling staff to identify patterns and intervene early to support students who may need additional guidance or discipline, to recognize and reward good behavior, providing insights into student attendance

trends, and providing detailed reports and analytics on behavior, attendance, and academic progress. The platform facilitates communication between schools and families through automated notifications, behavior reports, and attendance updates. Parents can receive updates via text, email, or phone calls about their child's behavior or academic progress. This increases parental engagement and helps keep families informed about their children's school experience.

# **Educational Program**

To achieve the student outcomes detailed in the Graduate Profile, LPS has developed an academic program that includes accelerating academic achievement and providing career and college linked opportunities.

#### Access and Acceleration

Supporting all students in achieving rigorous learning goals requires LPS teachers to be responsive to the diverse learning profiles of our students. Rather than lower expectations for students, LPS educators provide access supports that allow for students with different learning needs and skills to master in grade level standards. The LPS academic program provides courses, workshops and other tiered supports to help accelerate learning for students who are below grade level in language, literacy or numeracy skills. LPS teachers help all students engage in our rigorous academic program aligned to the LPS Graduate Profile by accelerating learning of foundational skills while providing access to college preparatory curricula and deeper learning opportunities.

At LPS we develop academic programs and instructional plans so all students have programmatic access to completing the A-G course requirements outlined by the University of California ("UC"). A-G courses are aligned to the guidelines set out by U.C and State Standards. Furthermore, since our aim is for all students to meet the A-G requirements, students must earn a C or better in their courses to earn credit.

Since all students are expected to engage and succeed in college preparatory work, LPS programs and classroom instruction must focus on access and acceleration in learning. Teachers of A-G courses analyze their course objectives and learning tasks to identify the obstacles to learning students may face. This analysis enables teachers to develop learning scaffolds and differentiated learning activities to help all students, regardless of learning style or skill needs, access the learning outcomes for the course. Several courses, especially in the freshmen year, are designed to accelerate learning through developing the requisite skills students need to succeed in grade level college preparatory work. Namely, we offer an array of intervention classes that address skill gaps in literacy and numeracy. These courses have led to accelerated learning for students who arrive far below grade level.

#### Advanced Placement for All

All students have the opportunity to enroll in Advanced Placement courses. One example of this is our Junior AP English Language course. In this course, students are engaging with complex texts and writing, showing immense growth in their ability to read strategically and write

effectively. Aside from the AP Language course, students have access to an array of AP courses that are offered to all students regardless of previous performance.

#### Trauma Sensitive Practices

Teachers at LPS develop instructional practices and classroom systems to better address the needs of students who have experienced significant trauma in their lives. LPS staff focus on implementing the following supports in their classrooms to help all students learn.

- 1. Classrooms employ **positive behavior supports** by ensuring expectations are communicated in clear, concise, and positive ways and that goals for achievement are common for all students.
- 2. **Student interests** are encouraged and incorporated.
- 3. Opportunities are provided for learning how to interact effectively with others and activities are structured in predictable and **emotionally safe** ways.
- 4. Opportunities are provided for students to learn and **practice regulation** of emotions and modulation of behaviors.
- 5. Information is presented and learning is assessed using **multiple modes.**
- 6. Opportunities exist for learning how to plan and follow through on assignments.

#### **Curriculum Framework**

Curriculum Design: The LPS Common Spine

LPS Core Curriculum is referred to as the *LPS Common Spine*. The *LPS Common Spine* contains a curated collection of resources and materials by course area. All LPS Common Spine resources are digital and stored online. Student-facing resources are incorporated in Google Docs, or other formats. In addition, the *LPS Common Spine* includes teacher resources such as unit and lesson plans that are curated in Google Docs.

Teachers have access to one another's individual course resources through the Common Spine, which acts as another source for alignment and collaboration. Almost all are open-source, free, and editable, and they are continually improved through the re-integration of classroom practices that have shown results. Selecting, developing, and revising course materials including assessments provides a powerful professional development opportunity for teachers as they collaboratively wrestle with core questions about course content and approach.

The Common Spine includes:

# Core Curriculum Content

• Scope and Sequence: the agreed-upon standards, including the Common Core State Standards ("CCSS"), Next Generation Science Standards ("NGSS"), History-Social Science Framework, English Language Development Standards, and remaining State Content Standards (hereinafter, collectively "State Standards") as well as topics and instructional pace for each course – tightly defined in some cases (math & ELA) and more loosely in others (Spanish).

- <u>Core Content Resources</u>: such as online textbooks (Desmos, Springboard, etc), as well as physical texts, and other sources.
- <u>Applied Learning</u>: curriculum embedded activities that extend learning and develop both critical thinking and college-readiness skills aligned to the LPS Graduate Profile—science labs, projects, Socratic Seminars, debates, etc.

#### Curriculum Status

Course	Curriculum Resources
Algebra 1	Illustrative Math
Algebra 2	Illustrative Math
Geometry	Illustrative Math
Pre-Calculus	Illustrative Math
Navigate Math	Navigate Math Common Spine
English 1	Common Spine
English 2	Common Spine
English 3	Common Spine
AP English	Teacher-develop Curriculum aligned with College Board AP
	curriculum
Ethnic Studies	Teacher-developed in partnership with Kingmakers of Oakland
World History	Common Spine
US History	Common Spine
Government / Economics	Common Spine
Biology	Common Spine
Chemistry	Common Spine
Physics	Common Spine
ELD	E.L. Achieve
Spanish 1 & Spanish 2	Teacher-developed Curriculum
Native Speakers / AP Spanish	Teacher-develop Curriculum aligned with College Board AP
Tranve Speakers / Ar Spainsii	curriculum

#### Vision for Common Spine

The vision for the *LPS Common Spine* is that it will not only provide necessary curricular resources for students and teachers, but that through an aligned ongoing collaborative innovation process, the *LPS Common Spine* will leverage technology to develop, disseminate and provide professional development related to the content, assessments and access supports for the *LPS* core curriculum. Like the human spine, while providing stability and structure, it is flexible and responsive to context while maintaining a clear common connection within and across all *LPS* Schools.

LPS began building the Common Spine curriculum content resources through a partnership with CK-12 and has since expanded to include other open-source content such as the University of California's Hippocampus, Springboard's English materials, and EngageNY.

Curriculum change, whether adopting a new textbook or choosing to implement Illustrative Math, involves predictable challenges. Districts or schools often face twin conundrums – how to get the consistency of top-down change and the buy-in of bottom up and relatedly, how to balance fidelity and flexibility. By using open-source materials and involving teachers in the curriculum design process at the network level, it is possible to define and maintain a consistent focus and framework across a curriculum initiative while generating considerable ownership among individual teachers. Similarly, the ability of individual teachers to collaboratively design the materials at the classroom level provides a high level of school or district-wide consistency while allowing teachers to adapt the materials for specific classes or add in teacher-created materials.

Another challenge in curricular change is providing the right type and depth of professional development to take a good idea from theory to implementation. Involving teachers in the design and iteration process provides a powerful embedded professional development opportunity. Identifying power standards, getting consensus on the course scope and sequence, aligning benchmark / unit assessments, and developing focused instructional strategies requires grappling with significant instructional issues. This is a sophisticated type of professional development that has the added advantage of being immensely practical – teachers are preparing materials they will actually use in their classes.

Curriculum and Assessment Development: NGSS, C3, CCSS, and Performance Assessments

LPS Oakland has successfully completed **Phase 1** of our initiative to refine and develop assessments aligned with the Next Generation Science Standards (NGSS), College, Career, and Civic Life (C3) Framework, and Common Core State Standards (CCSS). These efforts have bolstered our assessment practices, ensuring they not only meet state and national academic benchmarks but also align with the competencies outlined in the **LPS Graduate Profile**. Our newly implemented performance assessments, which are integrated into the **Common Spine** repository, enable students to demonstrate mastery of both academic content and essential 21st-century skills such as critical thinking, problem-solving, and real-world application.

Expansion and Scaling: Phases 2 and 3

As we transition into **Phase 2**, we are focused on expanding these assessment practices across all grade levels and subjects. This phase will involve:

- 1. **Expanding Aligned Assessments**: We will extend the use of NGSS, C3, and CCSS-aligned assessments across all disciplines, while continuing to refine performance assessments to ensure seamless integration into instructional practices.
- Ongoing Professional Development: Leadership Public Schools will continue to offer regular Network-Wide Professional Development sessions. These will provide educators with advanced strategies for utilizing assessment data to tailor instruction and support personalized learning pathways, a core focus of our Linked Learning framework.
- 3. **Fostering Teacher Collaboration**: Through cross-disciplinary collaboration, educators will ensure that aligned assessments support not only academic standards but also interdisciplinary learning experiences. This will enhance students' ability to apply knowledge across different contexts, crucial for college and career readiness.

4. **Incorporating Student Feedback**: We will prioritize student feedback as part of our iterative improvement process, refining performance assessments to ensure they remain both rigorous and engaging for all learners.

Long-Term Vision: Phase 3

In **Phase 3**, we aim for full integration of aligned and performance assessments throughout the network, with these tools becoming a cornerstone of instructional planning and student evaluation at all sites. This phase will also involve expanding the **Common Spine** to include updated resources and assessments, ensuring the sustainability and continuous growth of this initiative.

## **Impact on Student Success**

By continuing to refine and expand these assessments, LPS Oakland will further its mission to prepare students for success in college, career, and civic life. Alignment with the **Graduate Profile** and the inclusion of interdisciplinary approaches will enhance our students' readiness for real-world challenges, ultimately strengthening outcomes across academic, career, and personal development domains.

#### Technology Integration and Student Access

At LPS Oakland, every student is provided with a laptop, ensuring equal access to digital learning tools and resources. Our teachers utilize common platforms to create, share, and manage course materials, with the **Google Educational Suite** (Classroom, Drive, Email, and Calendar) serving as the foundation. Through **Google Docs**, students engage in research, collaboration, and publishing, producing professional-quality documents, presentations, and websites. **Google Classroom** and **Email** are used for communication between students and teachers, fostering professional communication skills critical for academic and workplace success.

Students also monitor their academic performance and progress through **Infinite Campus**, enabling them to track real-time data and manage their academic goals.

Expanded Technology Tools for Independent Learning

To further support independent learning, a variety of online tools are used across classrooms:

- Khan Academy for personalized learning in math, science, and other subjects.
- **Pear Deck** for real-time interactive lessons.
- Texthelp's Google Read & Write for literacy and writing support.
- MyPath for personalized intervention and academic support.
- **DESMOS** for graphing and mathematical modeling.
- Live Web Cams that enhance and extend in-person labs, allowing students to participate in virtual experiments and observations.

# Career Readiness and Hybrid Learning

LPS Oakland students, particularly those in the **Design and Multimedia Arts Pathway**, have access to advanced career readiness tools that prepare them for media production and design careers. These include:

- Extrusion and light rendering 3-D printers for prototyping.
- **iMac design stations** with the **Adobe Pro suite** for professional media and design projects.
- Media production stations equipped with MacBook Pros, Canon DSLR cameras, and the Adobe Pro suite, enabling students to create industry-standard video and multimedia content.

As part of their learning experience, all students take at least one **hybrid-online dual enrollment course** during the school day through our partnership with **Peralta Colleges**, supporting the **Design and Multimedia Arts Pathway**. These courses utilize **Canvas**, ensuring students are prepared for online and higher education environments.

Technology-Related Skills for Graduates

At LPS, we ensure that our graduates are proficient in key technology-related skills, including:

- Creating and revising professional-quality documents, presentations, and websites.
- Using online communication tools (e.g., email, collaborative platforms) to effectively communicate in both professional and academic settings.
- Using online tools to assess their academic progress, conduct research, and engage in independent learning.

These skills are integral to students' preparation for college, career, and civic life, ensuring they are equipped for success in a digital world.

#### A-G Courses

LPS Oakland prides itself on offering a wide range of classroom-based A-G courses.

Subject	Courses
	World History College Prep ("CP")
A. History / Social	AP World History
Science	US History CP
	US Government CP
	• English 1 CP
	• English 2 CP
D. English	• English 3 CP
B. English	<ul> <li>CSU Expository Reading and Writing</li> </ul>
	<ul> <li>AP English Language and Composition</li> </ul>
	Advanced ELD
	Algebra 1 CP
C. Mada	Algebra 2 CP
C. Math	Geometry CP
	Pre-Calculus CP

D. Science	<ul> <li>Biology CP</li> <li>Chemistry CP</li> <li>Anatomy and Physiology CP</li> </ul>
E. Language other than English	<ul> <li>Spanish 1 CP</li> <li>Spanish 2 CP</li> <li>Spanish 3 CP</li> <li>Spanish 4 CP</li> <li>AP Spanish Language and Culture</li> </ul>
F. Visual & Performing Arts	<ul> <li>Introduction to Design and Multimedia Arts</li> <li>Intermediate Design and Multimedia Arts</li> </ul>
G. College Prep Electives	<ul> <li>Economics CP</li> <li>ASB Leadership</li> <li>Design Thinking for Problem Solving</li> <li>Ethnic Studies CP</li> <li>Psychology</li> <li>Work-based Learning Career Practicum</li> <li>Data Visualization CP</li> <li>Web Commerce and Internet Startup CP</li> <li>Introduction to We Design CP</li> <li>Social Media Marketing and Data Analytics CP</li> <li>Content Marketing and Branding CP</li> <li>Virtual Reality and Digital Spaces CP</li> <li>Data Design for Digital Media CP</li> </ul>

The full course catalog describing every course that LPS Oakland offers, can be found in the appendices of this charter.

#### **Graduation Requirements**

The Governing Board of Leadership Public Schools is committed to ensuring that every student has the opportunity to earn a diploma that aligns with their individual educational needs and goals. The LPS standard is the (1) A-G College Prep Diploma, which signifies completion of all entry requirements for California State University (CSU) and University of California (UC) colleges. However, alternative diploma options are available to accommodate diverse student circumstances.

For qualifying Special Education students, a (2) State Basic Requirements Diploma may be earned if learning disabilities prevent attainment of the A-G College Prep Diploma. In very rare cases, this option may also be available to general education students. Additionally, students who do not meet graduation requirements may be granted a (3) Certificate of Educational Achievement (Special Education only).

To earn the A-G College Prep Diploma, students must complete a minimum of 200 credits, including 150 credits from "A-G" required courses and 50 elective credits, with a strong recommendation that 30 of these elective credits come from the three UC-recommended "A-G" courses. Students must maintain a minimum GPA of 2.0 or higher, and while course validation is

allowed to meet "A-G" requirements, the overall GPA must still meet the 2.0 threshold for graduation. No credit will be awarded for grades of D or F toward the College Prep Diploma.

These three diploma options are fully outlined below to ensure that all students have a clear understanding of their pathways to graduation.

College Preparatory, A-G Diploma Requirements			
Academic Content Area	UC/CSU Admission Requirements Years / Credits	LPS A-G Diploma Requirements Years / Credits	
A. History / Social Science	2 years / 20 credits	3 years / 30 credits World History CP US History CP US Government CP (1 semester) Economics (1 semester)	
B. English	4 years / 40 credits	4 years / 40 credits English 1 CP English 2 CP English 3 CP CSU Expository Reading & Writing	
C. Math	3 years / 30 credits	3 years / 30 credits Algebra 1 CP Geometry CP Algebra 2 CP	
D. Science	2 years / 20 credits	2 years / 20 credits Biology CP Chemistry CP	
E. Language other than English	2 years / 20 credits	2 years / 20 credits Spanish 1-4 options	
F. Visual & Performing Arts	1 year / 10 credits	1 year / 10 credits Design and Multimedia Arts (Intro, Intermediate, Advanced Options)	
G. College-Preparatory Elective	1 year / 10 credits	1 year / 10 credits Various Options	
A-G Credit Subtotal	150 credits	160 credits	
Additional A-G or non- A-G courses	None	40 credits	
Total Credits Required	150	200	

Leadership Public Schools State Basic Requirements Diploma Option		
Subject Area	Credits Required	
English	30	
History / Social Science		
1 year of World History; 1 year of US History; 1 semester each of US	30	
Government and Economics		
Mathematics		
2 years, including Algebra; may include Academic Numeracy and other pre-	20	
Algebra courses		
Lab Science	20	
1 year of biological science; 1 year of physical science	20	
Visual & Performing Arts or Foreign Language	10	
1 year	10	
Electives / Other Classes	90	
Total Credits Required	200	
Requirements may be individually adjusted to fit the specific learning strengths and needs of each student.		

## **Special Education Students**

The IEP team ensures that a student's course of study aligns with their post-secondary goals, actively involving the student in the IEP process to prevent limiting future opportunities. Before concluding that a student may not be able to earn a College Prep Diploma, the team explores all available instructional and testing accommodations within the general education setting.

This decision occurs on an individual basis, forms part of the student's IEP, and requires approval from the IEP team, the Principal, and the Director of Special Education. Special Education students with an intellectual disability can pursue this option upon enrollment at LPS, while other Special Education students become eligible at the end of 10th grade. When this option is chosen, previously earned Ds may be retroactively counted as credit-bearing.

The IEP team conducts a formal process to clearly explain the opportunities, rights, and limitations of earning a State Basic Requirements Diploma versus a College Prep Diploma. Any modifications to College Prep expectations are precisely tailored to the student's disabilities, ensuring they continue to face rigorous challenges in their areas of strength.

#### **General Education Students**

In exceptional circumstances, a waiver may be granted allowing a general education student to earn a Leadership Public Schools State Basic Requirements Diploma. This option is reserved for students who:

- Have shown remarkable perseverance in the face of significant hardship
- Would require more than five years, including summers, to complete the requirements for a College Prep Diploma

Certificate of Educational Achievement for Special Education Students

A student with disabilities may receive a Certificate of Educational Achievement (in place of a diploma) if they have successfully fulfilled one of the following criteria:

- Completed an alternative course of study as outlined and approved in their IEP
- Met their individualized goals and objectives during high school, as identified in their IEP
- Attended high school and actively participated in the instruction specified in their IEP
- Achieved the objectives outlined in their transition services plan

Per Education Code Section 56391, students with disabilities who meet any of these criteria are eligible to participate in graduation ceremonies and related activities, just like their peers without disabilities.

These options are in addition to, and distinct from, the ongoing accommodations to curriculum and assessments provided through the IEP, which maintain the rigor of core academic courses while addressing the student's specific needs.

Parent Notification Regarding Course Eligibility for College

The Charter School's graduation requirements are based on the University of California's "A-G" requirements. LPS's courses are approved by the University of California. The parents and students at the Charter School will be notified periodically via the LPS website, school materials and/or the student/parent handbook.

Parent Notification Regarding Credit Transferability

Parents and students will be notified in person during parent meetings, or via email, or a mailed letter of the prospective credit transferability, when students are transferring into or out of the Charter School. LPS includes the following initial plan for credit transferability for students transferring to the Charter School:

Course at Former School	Credit Granted at LPS
A grade of C or higher in UC approved course at other school.	Full credit at the Charter School.
A grade of C or higher in non- UC approved course at other school.	Full course credit upon LPS' review of the course description and determination that the course is comparable with the School's courses.
A grade of D+ or lower in any course at other school.	No course credit unless LPS determines the work performed meets the minimum proficiency and content requirements of LPS' courses.

It is important to note that even if courses from other schools are given full course credit at LPS, students must still meet the Charter School's graduation requirements even if these are higher than the previous school. It is expected that the local schools will give full course credit to University of California approved courses and will give due consideration to elective courses and other courses that are offered at the Charter School but are not part of the Charter School's graduation requirements or approved by the University of California.

#### **WASC Accreditation Status**

LPS Oakland is currently mid-way through the **Western Association of Schools and Colleges** (WASC) 6-year accreditation cycle. This status reflects our ongoing commitment to maintaining high academic standards and continuous school improvement. As part of this process, we are actively reviewing our progress towards the goals outlined in our last accreditation visit and implementing strategies to further enhance student learning and overall school performance. We remain dedicated to upholding the rigorous standards set by WASC and are preparing for the mid-cycle visit in Spring 2025 to ensure we continue providing a high-quality education for all students.

## LPSO School Calendar 2024-2025





21-19	Summer School (start/end)
4	Independence Day
29	9th Grade Orientation
30	10-12th Grade Orientation

August 2024					
М	Т	w	Th	F	
			1	2	
5	6	7	8	9	
12	13	14	15	16	
	20	21	22	23	
26	27	28	29	30	

15,16 Freshman Retreat 19 First Day of School

September 2024				
М	Т	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

2 Labor Day 12 Back to School Night (Min. Day)

20 LatinX Heritage Month 27 Q1 Progress Report Grades Due

October 2024				
М	Т	w	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

14 Indigenous Peoples' Day

25 Network PD- No School

М	Т	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

11 Veterans Day

25-27 Fall Break 28,29 Thanksgiving Break

	December 2024						
М	Т	W	Th	F			
2	3	4	5	6			
9	10	11	12	13			
16	17	18	19	20			
23	24	25	26	27			
30	31						

6 Q2 Progress Report Grades Due

16-20 Semester 1 Finals Week

23,24 Winter Break 25 Christmas Day 26-31 Winter Break

January 2025					
М	Т	w	Th	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

New Year's Day
 Winter Break
 Staff Work Day-No School

20 Martin Luther King Jr. Day

24 Network PD-No School

	Feb	oruary 2	025	
м	Т	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

14 African American History Month

17 Presidents' Day

28 Q3 Progress Report Grades Due

	March 2025				
м	Т	w	Th	F	
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
31					

10 Health & Wellness Holiday 21 Network PD

31 Cesar Chavez Day

	April 2025						
М	Т	w	Th	F			
	1	2	3	4			
7	8	9	10	11			
14	15	16	17	18			
21	22	23	24	25			
28	29	30					

4 Quarter 3 Grades Due

7-11 Spring Break

May 2025					
м	т	W	Th	F	
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	20	30	

16 Q4 Progress Report Grades Due

23 Asian American and Pacific Islander Heritage Month26 Memorial Day

	June 2025									
М	Т	W	Th	F						
2	3	4	5	6						
9	10	11	12							
16	17	18	19	20						
23	24	25	26	27						
30										

13 Last Day of School

19 Juneteenth

NO SCHOOL	-All Network Holiday
NO SCHOOL	-Winter/Spring break
NO SCHOOL- Pr	ofessional Development

Start & End Dates							
Start	8/19						
Winter Break:	10/23-31						
Spring Break:	4/7-11						
End	6/13						

NORMAL WEEK	(		TOTAL	INSTRUCTIONAL MIN:	1860	5							
М	ONDAY	MIN		TUESDAY	MIN	WEDNESDAY	MIN	THURSDAY	MIN		FRIDAY		MIM
Period 1	8:30 AM - 9:30 AM	60	Period 1	8:30 AM - 10:10 AM	100	Period 4 8:30 AM - 10:20 AM	110	Period 1 8:30 AM - 10:10 AM	100	Period 4	8:30 AM -	10:10 AM	10
Passing	9:30 AM - 9:35 AM	5	Nutrition	10:10AM - 10:20AM	10	Break 10:20 AM - 10:30 AM	10	Nutrition 10:10AM - 10:20AM	10	Nutrition	10:10AM -	10:20 AM	1
Period 2	9:35AM - 10:35AM	60	Passing	10:20 AM - 10:25 AM	5	Passing 10:30 AM - 10:35 AM	5	Passing 10:20 AM - 10:25 AM	5	Passing	10:20 AM -	10:25 AM	
Passing	10:35 AM - 10:40 AM	5	Learning Lab	10:25 AM - 11:00 AM	35	Period 5 10:35AM - 12:15PM	100	Learning Lab 10:25 AM - 11:00 AM	35	Period 5	10:25 AM -	12:05 PM	100
Period 3	10:40AM - 11:40AM	60	Passing	11:00 AM - 11:05 AM	5	Lunch 12:15PM - 12:45PM		Passing 11:00 AM - 11:05 AM	5	Passing	12:05 AM -	12:10 AM	
Break	11:40AM - 11:50AM	10	Period 2	11:05 AM - 12:45 PM	100	Passing 12:45 PM - 12:50 PM	5	Period 2 11:05 AM - 12:45 PM	100	Advisory	12:10PM -	12:20 PM	10
Passing	11:50AM - 11:55AM	5	Lunch	12:45PM - 1:15PM		Period 6 12:50 PM - 2:30 PM	100	Lunch 12:45PM - 1:15PM		Fam Meeting	12:20 PM -	1:20 PM	6
Period 4	11:55 AM - 12:55 PM	60	Passing	1:15 PM - 1:20 PM	5	Staff PD 2:30 PM - 4:45 PM		Passing 1:15 PM - 1:20 PM	5	Lunch	1:20PM -	1:50 PM	
Lunch	12:55 PM - 1:25 PM		Advisory	1:20 PM - 1:50 PM	30			Advisory 1:20 PM - 1:50 PM	30	Passing	1:50 PM -	1:55 PM	,
Passing	1:25 PM - 1:30 PM	5	Passing	1:50 PM - 1:55 PM	5			Passing 1:50 PM - 1:55 PM	5	Period 6	1:55 PM -	3:35 PM	100
Period 5	1:30 PM - 2:30 PM	60	Period 3	1:55 PM - 3:35 PM	100	Total Minutes:	330	Period 3 1:55 PM - 3:35 PM	100			Total Minutes:	39
Passing	2:30 PM - 2:35 PM	5		Total Minutes:	395	<b>Uncounted Minutes:</b>	10	Total Minutes:	395		Uno	ounted Minutes:	10
Period 6	2:35 PM - 3:35 PM	60		Uncounted Minutes:	10	Total Instr. Minutes:	320	Uncounted Minutes:	10		Total	Instr. Minutes:	38
	Total Minutes:	395		Total Instr. Minutes:	385			Total Instr. Minutes:	385				
	Uncounted Minutes:	10											
	Total Instr. Minutes:	385											

TUESDAY - FRIE	DAY		Total	Minutes for	T-F Week =	1475	10/14, 11/11, 1/6, 1/20, 2/17, 3/10, 3/31, 5/26							
TU	JESDAY	MIN	W	EDNESDAY		MIN		Thursday		MIN		FRIDAY		MIN
Period 1	8:30AM - 10:10AM	100	Period 4	8:30 AM -	10:20 AM	110	Period 1	8:30 AM	- 10:10 AM	100	Period 4	8:30 AM - 10:1	0AM	100
Nutrition	10:10AM - 10:20AM	10	Break	10:20 AM -	10:30 AM	10	Nutrition	10:10AM	- 10:20 AM	10	Nutrition	10:10AM - 10:2	POAM	10
Passing	10:20AM - 10:25AM	5	Passing	10:30 AM -	10:35 AM	5	Passing	10:20 AM	- 10:25 AM	5	Passing	10:20 AM - 10:2	5 AM	5
Learning Lab	10:25AM - 11:00AM	35	Period 5	10:35 AM -	12:15 PM	100	Learning Lab	10:25 AM	- 11:00 AM	35	Period 5	10:25 AM - 12:0	5 PM	100
Passing	11:00 AM - 11:05 AM	5	Lunch	12:15 PM -	12:45 PM		Passing	11:00 AM	- 11:05 AM	5	Passing	12:05 AM - 12:1	MAO	5
Period 2	11:05 AM - 12:45 PM	100	Passing	12:45 PM -	12:50 PM	5	Period 2	11:05 AM	- 12:45 PM	100	Advisory	12:10 PM - 12:2	ОРМ	10
Lunch	12:45PM - 1:15PM		Period 6	12:50 PM -	2:30 PM	100	Lunch	12:45 PM	- 1:15PM		Fam Meeting	12:20 PM - 1:20	PM	60
Passing	1:15 PM - 1:20 PM	5	Staff PD	2:30 PM -	4:45 PM		Passing	1:15 PM	- 1:20 PM	5	Lunch	1:20PM - 1:50	PM	
Advisory	1:20 PM - 1:50 PM	30					Advisory	1:20 PM	- 1:50 PM	30	Passing	1:50 PM - 1:5	5 PM	5
Passing	1:50 PM - 1:55 PM	5					Passing	1:50 PM	- 1:55 PM	5	Period 6	1:55 PM - 3:3	5PM	100
Period 3	1:55 PM - 3:35 PM	100		Tot	al Minutes:	330	Period 3	1:55 PM	- 3:35 PM	100		Total Mir	utes:	395
	Total Minutes:	395		Uncounte	ed Minutes:	10		To	otal Minutes:	395		Uncounted Mir	utes:	10
	Uncounted Minutes:	10		Total Instr	. Minutes:	320		Uncoun	ted Minutes:	10		Total Instr. Min	utes:	385
	Total Instr. Minutes:	385						Total Ins	tr. Minutes:	385				_

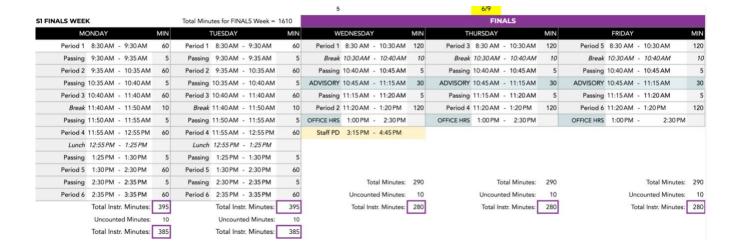
MONDAY - THU	RSDAY		Total Mi	inutes for M-Th Week =	1475	10/21, 2/10, 3/17, 5/19					
M	ONDAY	MIN		TUESDAY	MIN	W	EDNESDAY	MIN	TH	HURSDAY	MIN
Period 4	8:30AM - 10:10AM	100	Period 1	8:30 AM - 10:10 AM	100	Period 4	8:30AM - 10:20AM	110	Period 1	8:30 AM - 10:10 AM	100
Nutrition	10:10AM - 10:20AM	10	Nutrition	10:10AM - 10:20AM	1 10	Break	10:20 AM - 10:30 AM	10	Nutrition	10:10AM - 10:20AM	10
Passing	10:20 AM - 10:25 AM	5	Passing	10:20 AM - 10:25 AM	5	Passing	10:30 AM - 10:35 AM	5	Passing	10:20 AM - 10:25 AM	5
Learning Lab	10:25 AM - 11:00 AM	35	Learning Lab	10:25 AM - 11:00 AM	35	Period 5	10:35 AM - 12:15 PM	100	Learning Lab	10:25 AM - 11:00 AM	35
Passing	11:00 AM - 11:05 AM	5	Passing	11:00 AM - 11:05 AM	5	Lunch	12:15PM - 12:45PM		Passing	11:00 AM - 11:05 AM	5
Period 5	11:05 AM - 12:45 PM	100	Period 2	11:05 AM - 12:45 PM	100	Passing	12:45 PM - 12:50 PM	5	Period 2	11:05 AM - 12:45 PM	100
Lunch	12:45PM - 1:15PM		Lunch	12:45PM - 1:15PM		Period 6	12:50 PM - 2:30 PM	100	Lunch	12:45PM - 1:15PM	
Passing	1:15 PM - 1:20 PM	5	Passing	1:15 PM - 1:20 PM	5	Staff PD	2:30 PM - 4:45 PM		Passing	1:15 PM - 1:20 PM	5
Advisory	1:20 PM - 1:50 PM	30	Advisory	1:20 PM - 1:50 PM	30				Advisory	1:20 PM - 1:50 PM	30
Passing	1:50 PM - 1:55 PM	5	Passing	1:50 PM - 1:55 PM	5				Passing	1:50 PM - 1:55 PM	5
Period 6	1:55 PM - 3:35 PM	100	Period 3	1:55 PM - 3:35 PM	100		Total Minutes:	330	Period 3	1:55 PM - 3:35 PM	100
	Total Minutes:	395		Total Minutes	395		Uncounted Minutes:	10		Total Minutes:	395
	Uncounted Minutes:	10		Uncounted Minutes	10		Total Instr. Minutes:	320		Uncounted Minutes	10
	Total Instr. Minutes:	385		Total Instr. Minutes:	385		,			Total Instr. Minutes	385

IRST WEEK OF	SCHOOL ST		Total	Minutes for 1st Week =	1800	5									
M	ONDAY	MIN		TUESDAY	MIN	W	EDNESDAY	MIN	TH	HURSDAY	MIN		FRIDAY		М
Period 1	8:30 AM - 9:20 AM	50	Period 1	8:30 AM - 10:10 AM	100	Period 4	8:30AM - 10:20AM	110	Period 1	8:30AM - 10:10A	M 100	Period 4	8:30 AM -	10:10 AM	1
Passing	9:20 AM - 9:25 AM	5	Nutrition	10:10AM - 10:20AM	10	Break	10:20 AM - 10:30 AM	10	Nutrition	10:10AM - 10:20A	M 10	Nutrition	10:10AM -	10:20AM	
Period 2	9:25 AM - 10:15 AM	50	Passing	10:20 AM - 10:25 AM	5	Passing	10:30 AM - 10:35 AM	5	Passing	10:20 AM - 10:25 AI	И 5	Passing	10:20 AM -	10:25 AM	
Passing	10:15 AM - 10:20 AM	5	Learning Lab	10:25 AM - 11:00 AM	35	Period 5	10:35 AM - 12:15 PM	100	Learning Lab	10:25 AM - 11:00 AI	M 35	Period 5	10:25 AM -	12:05 PM	10
Period 3	10:20AM - 11:10AM	50	Passing	11:00 AM - 11:05 AM	5	Lunch	12:15PM - 12:45PM		Passing	11:00 AM - 11:05 AI	M 5	Passing	12:05 AM -	12:10AM	
Break	11:10AM - 11:20AM	10	Period 2	11:05 AM - 12:45 PM	100	Passing	12:45 PM - 12:50 PM	5	Period 2	11:05 AM - 12:45 PM	И 100	Advisory	12:10 PM -	12:20 PM	
Passing	11:20AM - 11:25AM	5	Lunch	12:45PM - 1:15PM		Period 6	12:50PM - 2:30PM	100	Lunch	12:45PM - 1:15PM		Fam Meeting	12:20 PM -	1:20 PM	
Period 4	11:25 AM - 12:15 PM	50	Passing	1:15 PM - 1:20 PM	5	Staff PD	2:30 PM - 4:45 PM		Passing	1:15PM - 1:20PM	5	Lunch	1:20 PM -	1:50PM	
Lunch	12:15PM - 1:00PM		Advisory	1:20 PM - 1:50 PM	30				Advisory	1:20PM - 1:50PM	30	Passing	1:50 PM -	1:55 PM	ĺ
Passing	1:00 PM - 1:05 PM	5	Passing	1:50 PM - 1:55 PM	5				Passing	1:50 PM - 1:55 PM	5	Period 6	1:55 PM -	3:35 PM	1 1
Period 5	1:05 PM - 1:55 PM	50	Period 3	1:55 PM - 3:35 PM	100		Total Minutes:	330	Period 3	1:55 PM - 3:35 PM	100			Total Minutes:	3
Passing	1:55 PM - 2:00 PM	5		Total Minutes:	395		Uncounted Minutes:	10		Total Minute	s: 395		Unco	ounted Minutes:	
Period 6	2:00 PM - 2:50 PM	50		Uncounted Minutes:	10		Total Instr. Minutes:	320		Uncounted Minute	s: 10		Total	Instr. Minutes:	3
	Total Minutes:	335		Total Instr. Minutes:	385					Total Instr. Minutes	385				
	Uncounted Minutes:	10													
	Total Instr. Minutes:	325													

TUESDAY - THU	RSDAY		Total	Minutes for 1st Week =	1090	1/20		
TL	JESDAY	MIN	W	EDNESDAY	MIN	1	HURSDAY	MIN
Period 1	8:30AM - 10:10AM	100	Period 4	8:30 AM - 10:20 AM	110	Period 1	8:30 AM - 10:10 AM	100
Nutrition	10:10AM - 10:20AM	10	Break	10:20 AM - 10:30 AM	10	Nutrition	10:10AM - 10:20AM	10
Passing	10:20 AM - 10:25 AM	5	Passing	10:30 AM - 10:35 AM	5	Passing	10:20 AM - 10:25 AM	5
Learning Lab	10:25AM - 11:00AM	35	Period 5	10:35 AM - 12:15 PM	100	Learning Lab	10:25 AM - 11:00 AM	35
Passing	11:00 AM - 11:05 AM	5	Lunch	12:15PM - 12:45PN	1	Passing	11:00 AM - 11:05 AM	5
Period 2	11:05 AM - 12:45 PM	100	Passing	12:45 PM - 12:50 PM	5	Period 2	11:05 AM - 12:45 PM	100
Lunch	12:45PM - 1:15PM		Period 6	12:50 PM - 2:30 PM	100	Lunch	12:45PM - 1:15PM	
Passing	1:15 PM - 1:20 PM	5	Staff PD	2:30 PM - 4:45 PM		Passing	1:15 PM - 1:20 PM	5
Advisory	1:20 PM - 1:50 PM	30				Advisory	1:20 PM - 1:50 PM	30
Passing	1:50 PM - 1:55 PM	5				Passing	1:50 PM - 1:55 PM	5
Period 3	1:55 PM - 3:35 PM	100		Total Minutes	330	Period 3	1:55 PM - 3:35 PM	100
	Total Minutes:	395		Uncounted Minutes	: 10		Total Minutes:	395
	Uncounted Minutes:	10		Total Instr. Minutes	320		Uncounted Minutes:	10
	Total Instr. Minutes:	385					Total Instr. Minutes:	385

BTSN				Total Instr. Minutes:	: 1795	5							
M	ONDAY	MIN		TUESDAY	MIN	WEDNESDAY	MIN	THURSDAY	MIN		FRIDAY		MIN
Period 1	8:30AM - 9:30AM	60	Period 1	8:30 AM - 10:10 AM	1 100	Period 4 8:30 AM - 10:20 AM	110	Period 1 8:30 AM - 10:00 AM	90	Period 4	8:30 AM -	10:10 AM	100
Passing	9:30AM - 9:35AM	5	Nutrition	10:10AM - 10:20AM	1 10	Break 10:20 AM - 10:30 AM	10	Nutrition 10:00AM - 10:10AM	10	Nutrition	10:10AM -	10:20 AM	10
Period 2	9:35AM - 10:35AM	60	Passing	10:20 AM - 10:25 AM	1 5	Passing 10:30 AM - 10:35 AM	5	Passing 10:10 AM - 10:15 AM	5	Passing	10:20 AM -	10:25 AM	5
Passing	10:35AM - 10:40AM	5	Learning Lab	10:25 AM - 11:00 AM	35	Period 5 10:35 AM - 12:15 PM	100	Learning Lab 10:15 AM - 10:50 AM	35	Period 5	10:25 AM -	12:05 PM	100
Period 3	10:40AM - 11:40AM	60	Passing	11:00 AM - 11:05 AM	1 5	Lunch 12:15PM - 12:45PM		Passing 10:50 AM - 10:55 AM	5	Passing	12:05 AM -	12:10 AM	5
Break	11:40AM - 11:50AM	10	Period 2	11:05 AM - 12:45 PM	100	Passing 12:45 PM - 12:50 PM	5	Period 2 10:55 AM - 12:25 PM	90	Advisory	12:10PM -	12:20 PM	10
Passing	11:50AM - 11:55AM	5	Lunch	12:45PM - 1:15PM	3	Period 6 12:50 PM - 2:30 PM	100	Lunch 12:25 PM - 12:55 PM		Fam Meeting	12:20 PM -	1:20 PM	60
Period 4	11:55AM - 12:55PM	60	Passing	1:15 PM - 1:20 PM	5	Staff PD 2:30 PM - 4:45 PM		Passing 12:55 PM - 1:00 PM	5	Lunch	1:20PM -	1:50 PM	
Lunch	12:55PM - 1:25PM		Advisory	1:20 PM - 1:50 PM	30			Period 3 1:00 PM - 2:30 PM	90	Passing	1:50 PM -	1:55 PM	5
Passing	1:25 PM - 1:30 PM	5	Passing	1:50 PM - 1:55 PM	5					Period 6	1:55 PM -	3:35 PM	100
Period 5	1:30PM - 2:30PM	60	Period 3	1:55 PM - 3:35 PM	100	Total Minutes:	330					Total Minutes:	395
Passing	2:30 PM - 2:35 PM	5		Total Minutes:	395	Uncounted Minutes:	10	Total Minutes:	330		Unco	ounted Minutes:	10
Period 6	2:35 PM - 3:35 PM	60		Uncounted Minutes:	: 10	Total Instr. Minutes:	320	Uncounted Minutes:	10		Total	Instr. Minutes:	385
	Total Minutes:	395		Total Instr. Minutes:	385			Total Instr. Minutes:	320				
CONFERENCES				Total Instr. Minutes:	1900	Days 5				11/12			
МС	ONDAY	MIN		TUESDAY	MIN	WEDNESDAY	MIN	THURSDAY	MIN		FRIDAY		MIN
Period 1	8:30 AM - 9:30 AM	60	Period 1	8:30 AM - 10:00 AM	90	Period 4 8:30 AM - 10:00 AM	90	Period 1 8:30 AM - 10:00 AM	90	Period 4	8:30AM -	10:00 AM	90
Passing	9:30 AM - 9:35 AM	5	Passing	10:00 AM - 10:05 AM	5	Passing 10:00 AM - 10:05 AM	5	Passing 10:00 AM - 10:05 AM	5	Passing 1	10:00AM -	10:05 AM	5
Period 2	9:35 AM - 10:35 AM	60	Advisory	10:05 AM - 10:45 AM	40	Advisory 10:05 AM - 10:50 AM	45	Advisory 10:05 AM - 10:45 AM	40	Advisory	10:05 AM -	10:45 AM	40
Passing	10:35 AM - 10:40 AM	5	Passing	10:45 AM - 10:50 AM	5	Passing 10:50 AM - 10:55 AM	5	Passing 10:45 AM - 10:50 AM	5	Passing 1	10:45AM -	10:50 AM	5
Period 3	10:40 AM - 11:40 AM	60	Period 2	10:50 AM - 12:20 PM	90	Period 5 10:55 AM - 12:25 PM	90	Period 2 10:50 AM - 12:20 PM	90	Period 5 1	0:50 AM -	12:20 PM	90
Break	11:40AM - 11:50AM	10	Lunch	12:20PM - 12:50PM		Lunch 12:25 PM - 12:55 PM		Lunch 12:20PM - 12:50PM		Lunch	12:20PM -	12:50 PM	
Passing	11:50AM - 11:55AM	5	Passing	12:50 PM - 12:55 PM	5	Passing 12:55 PM - 1:00 PM	5	Passing 12:50 PM - 12:55 PM	5	Passing	12:50 PM -	12:55 PM	5
Period 4	11:55 AM - 12:55 PM	60	Period 3	12:55 PM - 2:25 PM	90	Period 6 1:00 PM - 2:30 PM	90	Period 3 12:55 PM - 2:25 PM	90	Period 6	12:55 PM -	2:25 PM	90
Lunch	12:55 PM - 1:25 PM		Passing	2:25 PM - 2:30 PM	5	CONFERENCES 2:45 - 4:45		Passing 2:25 PM - 2:30 PM	5	Passing	2:25 PM -	2:30 PM	5
Passing	1:25 PM - 1:30 PM	5	Advisory	2:30 PM - 3:35 PM	65			Advisory 2:30 PM - 3:35 PM	65	Advisory	2:30 PM -	3:35 PM	65
Period 5	1:30 PM - 2:30 PM	60											
Passing	2:30 PM - 2:35 PM	5	CONF	FERENCES 2:30 - 3:3	5			CONFERENCES 2:30 - 3:35		CONF	ERENCES	2:30 - 3:35	
Period 6		60		Total Instr. Minutes:	395	Total Instr. Minutes:	330	Total Instr. Minutes:	395		Total	Instr. Minutes:	395
	Total Instr. Minutes:	395											
	Uncounted Minutes:	10											
	Total Instr. Minutes:												

ST WEEK JA	N 2025			Total Instr. Minutes:	1475		Days	4				
TUES	DAY (1/7/)	MIN	WED	NESDAY (1/8)	MIN	THI	JRSDAY (1/9)	1	MIN	FRI	DAY (1/10)	MIN
Period 1	8:30AM - 10:10AM	100	Period 4	8:30AM - 10:20AM	110	Period 1	8:30 AM -	10:10 AM	100	Period 4	8:30AM - 10:10A	V 100
Nutrition	10:10AM - 10:20AM	10	Break	10:20 AM - 10:30 AM	10	Nutrition	10:10AM -	10:20 AM	10	Nutrition	10:10AM - 10:20A	M 10
Passing	10:20 AM - 10:25 AM	5	Passing	10:30 AM - 10:35 AM	5	Passing	10:20 AM -	10:25 AM	5	Passing	10:20 AM - 10:25 A	M 5
Learning Lab	10:25AM - 11:00AM	35	Period 5	10:35AM - 12:15PM	100	Learning Lab	10:25 AM -	11:00 AM	35	Period 5	10:25 AM - 12:05 Pf	/ 100
Passing	11:00 AM - 11:05 AM	5	Lunch	12:15PM - 12:45PM		Passing	11:00 AM -	11:05 AM	5	Passing	12:05 AM - 12:10 A	И 5
Period 2	11:05 AM - 12:45 PM	100	Passing	12:45 PM - 12:50 PM	5	Period 2	11:05 AM -	12:45 PM	100	Advisory	12:10 PM - 12:20 Pf	и 10
Lunch	12:45PM - 1:15PM		Period 6	12:50 PM - 2:30 PM	100	Lunch	12:45PM -	1:15 PM		Fam Meeting	12:20 PM - 1:20 PM	60
Passing	1:15 PM - 1:20 PM	5	Staff PD	2:30 PM - 4:45 PM		Passing	1:15 PM -	1:20 PM	5	Lunch	1:20PM - 1:50PM	
Advisory	1:20 PM - 1:50 PM	30				Advisory	1:20 PM -	1:50 PM	30	Passing	1:50 PM - 1:55 P	И 5
Passing	1:50 PM - 1:55 PM	5				Passing	1:50 PM -	1:55 PM	5	Period 6	1:55 PM - 3:35 P	v 100
Period 3	1:55 PM - 3:35 PM	100		Total Minutes:	330	Period 3	1:55 PM -	3:35 PM	100		Total Minute	s: 395
	Total Minutes:	395		Uncounted Minutes:	10		Tota	I Minutes:	395		Uncounted Minute	s: 10
	Uncounted Minutes:	10		Total Instr. Minutes:	320		Uncounted	d Minutes:	10		Total Instr. Minute	385
	Total Instr. Minutes:	385					Total Instr.	Minutes:	385			



### **Professional Development**

Leadership Public Schools prioritizes support and professional development ("PD") for all teachers. LPS maintains a focus on the features of an equitable classroom and the beginning of the year strategies and structures necessary to enact an equitable classroom culture. LPS Network also has 1:1 communication with all incoming teachers to review core curriculum content prior to starting the school year. In addition, new teachers are connected to mentor teachers who walk new teachers through the Common Spine curriculum and pacing for common classes.

The LPS Network provides ongoing professional learning opportunities for all staff. Each August the school year is launched as a network in which teachers have the opportunity to connect in course-alike groups to plan and review the curriculum and assessments for the year. Over the course of each year, there is a cycle of five (5) teacher professional development days during the school year that occur quarterly. During network-wide staff development days, teachers have the opportunity to reflect on their practice, collaborate, and learn strategies that are essential for the success of all learners. During 24-25, teachers have had additional paid opportunities to reflect on the equity issues present in their classrooms and think about ways to disrupt inequities through their instructional moves, curriculum, grading and assessment. In addition to networkwide professional development, there are release days for deeper collaboration and professional development based on teacher need. During these days teaching staff work individually, in department teams, and grade level teams to assess teaching and learning practices. Some of these scheduled All-Staff PD sessions this year include: Restorative Justice Practice, Culturally Responsive Pedagogy, Mastery-based Grading, Project-based Learning, Family Engagement, NWEA/MAP Data Analysis, Safety Procedures, DeansList Software Training, Securly Software Training, Google Read and Write Training, California Standards for the Teaching Profession 1-6, EL Achieve's Constructing Meaning for Content Instruction, ELPAC Testing, and Parent-Teacher Home Visits Training.

Finally in June, the year ends with Curriculum Institutes for select course groups to provide an opportunity for annual curriculum and assessment revision as well as opportunities to reflect on areas of growth and need from the school year. Prior to the start of the school year, LPS Oakland does several things to support the onboarding of new teachers. LPS Oakland also provides a two day site PD in August for new teachers and staff to learn about the school context and community. In 24-25, teachers were offered an optional week of Professional Development ahead of the required PD days. This week-long orientation included training on Restorative Justice, Culturally Responsive Pedagogy, grading for equity, Scope and Sequence, MTSS, Work-Based Learning, and cross-curricular planning. 95% of teachers opted into this additional PD opportunity. LPS Oakland also has a staff handbook it provides to teachers at the beginning of each year. With respect to all LPS Oakland teaching staff, the professional development program includes site-specific professional development in August and weekly collaboration days every Wednesday. During the weekly collaboration times staff will, among other things, engage in data analysis, plan collaborative cross-curricular projects, and receive training in effective, differentiated instructional strategies, classroom management supporting English Learners, and Special Education students. Additionally, in 23-24 we began to use the Constructing Meaning framework, developed by EL Achieve, to support writing across the curriculum and strategies to engage with text in each content area. Teachers will continue to receive support in using this literacy framework in all classes. This program is designed to support the challenging work of enabling all students to achieve while also closing the achievement gap for traditionally underserved students. Professional development is adjusted annually to account for any new legal requirements, as applicable.

A calendar of Networkwide PD days can be found in the appendices.

## **School Culture**

#### Planned Cultural Values

Schools have a responsibility to help young people explore the values and strengths afforded to them by their experiences, families, and communities. We also recognize that media, economic scarcity, trauma, structural inequality and other elements of our society may deteriorate values that support a sense of belonging, academic mindsets, and self esteem. Therefore, we commit to providing opportunities for students to explore their identity and values while providing opportunities for them to analyze how history and modern society impact our habits, beliefs, and perspectives. To make this possible, LPS Oakland stakeholders generated our four core school values (Hard Work, Caring, Resiliency, Integrity). These values help LPS Oakland educators and students to utilize a common language for how we expect each other (both our students and staff) to engage with learning, struggle, the community, and their goals.

We define Hard Work as the quality of putting in a great deal of perseverance and effort towards a goal. It calls us to consider preparation, on-task behavior, attendance and tardiness, organization, progress toward graduation, tutoring, grade monitoring, and involvement in extracurricular activities. It calls us to acknowledge the individual and collective work we must put in to achieve success for our families, our communities, and ourselves.

Caring at LPS Oakland is described as the effort made to keep yourself and others happy, successful, safe, and healthy. When we speak with our students and staff about caring, we refer to supporting others, being considerate, showing appreciation, keeping a clean environment, upholding common agreements, using academic language, and building trust with each other.

Our third value, Resiliency, is the ability to become strong, healthy, or successful again after something bad happens. Resiliency includes having a growth mindset, managing stress, setting goals and overcoming obstacles, self advocating, dealing with frustration, and developing a self identity. This value speaks to the experience of living and going to school in Deep East Oakland, where students may experience violence or trauma outside of school grounds. Despite the inequality present in this student experience, students must, with support, be able to recover from adverse events to persevere in reaching their academic goals.

Our fourth value, Integrity, is the quality of being honest, fair, and true to oneself. When we think about integrity at LPS Oakland, we ask staff and students to consider honesty, being true to yourself, valuing your education, taking a stand, exhibiting self reflection, and being a role model for self and others. In the age of AI, integrity is becoming an ever more important value to uphold. Integrity also means that teachers and staff structure grading policies to emphasize mastery rather than compliance.

Importantly, LPS Oakland has developed systems and structures to enact the school values. With respect to positive behavior structures, the Charter School provides many opportunities for students to gain positive feedback and support for engaging in behaviors that are aligned to our four core values. Most deeply embedded in the LPS Oakland advisory program, students set goals around the core values and have opportunities to reflect on them individually, with their advisors, and with their families. Weekly during the school's Friday Family Meetings, students and staff have an opportunity to recognize students for the various ways they are fulfilling one of the values. Also, LPS Oakland's Student Support System (consequence system) also builds on the school's values in that when concerns arise in the classroom, students have the opportunity to reflect on the situation through the lens of the school values.

In addition to supporting students' socio-emotional development, LPS Oakland core values support academic behaviors as well. LPS Oakland has developed several programs connected to the core value of Hard Work. Academic goal-setting in Advisory, and tutoring attendance during teacher office hours normalizes the importance of seeking help when needed in the service of one's goals.

We have seen that when these values are taught and reinforced, it helps our teachers and students reach an understanding that our school is intentional about creating a healthy school culture. LPS Oakland community members know they will often be held to higher expectations than society has for them. It allows us to be more direct and efficient in redirecting behaviors that do not align to our core values.

These common values help create a clarity of purpose and urgency that maximizes learning time and creates safe learnings spaces for students to learn collaboratively, independently, and in partnership with their teachers.

## Explanation of Systems, Practices and Traditions

Before the start of ninth grade, our freshmen participate in a Ninth Grade Retreat to UC Santa Cruz, in order to gain exposure to the college experience and to set the expectation that we are working towards college readiness. During the retreat, students engage in team-building activities by Advisory, and are recognized for demonstrating the core values.

Beyond these two initial activities, our core values live within our school structure. Staff utilize the values to recognize positive choices that students make during the school day, as well as in connection with classroom expectations, and document using DeansList, so that not only the rest of the school is aware of these positive behaviors, but so are parents. Students and teachers reflect on the values during weekly Advisory lessons, when DeansList reports go out to each student. Students also utilize the values when presenting their yearly Student Led Conferences ("SLC"). Students are recognized for various school-wide awards for specific values (Campus Leader) as well as for all school values (Wolf of the Week).

#### Extracurricular Activities / Programming

Our school partners with various organizations, as well as utilizes staff members, to develop extracurricular programming. Currently staff members lead the following extracurricular activities:

- All Student Body (ASB): governing board for all school activities. The ASB guides and supports all fundraising and schoolwide events. ASB is programmed into the Master Schedule this year for the first time as a credit-bearing class.
- Black Student Union (BSU): led by several staff members, our BSU has continued to grow, this year developing programming such as film screenings and discussion forums. The BSU meets weekly.
- Castlemont Sports Teams: our students actively participate in the Castlemont sports teams
   something we take great pride in! Our students love participating in nearly all sports,
   including football, soccer, swimming, basketball, and track and field.
- Student Clubs: take place 2x/week during the school day. Students are organized into activity clubs based on interest and use the time to explore diverse topics such as research science, novels, art, filmmaking, yearbook, fashion design, screen printing, billiards, coding, audio engineering, and sports.

## **Student Support and Interventions**

## Multi-Tiered Systems of Support<sup>2</sup>

LPS Oakland implements a multi-tiered system of supports to effectively identify and respond to students' goals, strengths and needs. Academic, behavioral, mindset, and other aspects of student development and well-being are addressed through an integrated continuum of Tier I universal and Tiers II-III targeted interventions and supports.

#### Tier I

A range of research-based Tier I supports build connection, relationship, self-skills, and community as well as address academic needs. Key practices include four-year Advisory, weekly Family Meetings, student-led conferences, after-school tutoring via teacher office hours, peer tutoring, academic intervention courses, mindfulness, mastery grading retake policy, curriculum universal design, No Nonsense Nurturing classroom management model, and much more.

School leaders, counselors, and coaches meet weekly as the Instructional Leadership Team ("ILT") to review behavior, attendance, academic and other data. They use two web-based tools fed by the LPS central data system: The Weekly Dashboard and the Student Support Roster. Results are disaggregated by grade level, gender, ethnicity, English learning status, socioeconomic background, and Special Education status, and Tier II involvement to ensure attention to success and progress for all students. The team identifies patterns of strengths and needs to prioritize and develops and leads changes and enhancements to teacher training and coaching, curriculum, extended day learning and enrichment opportunities, community events, and all other aspects of the school program in order to best meet students' ever-evolving interests, strengths, and needs.

#### Tier II

#### Tier II Process

A Tier II team provides individually targeted intervention with students experiencing persistent or escalating obstacles to school success and well-being. The Tier II Coordinator intakes all Tier II referrals and initially responds within 48 hours. The Coordinator facilitates a weekly team meeting to review new referrals, match students with interventions and supports, and follow-up with continuing students. The Tier II team includes Counselors, the Principal, and Student Dean.

All school staff can refer a student for consideration for Tier II support; however, we emphasize the completion of a grade level team inquiry cycle, to gather data on student need, before referring to COST. Students can also self-refer. Additionally, when students go beyond established academic and behavior data point thresholds (< 2.0 GPA, 2 or more Ds/Fs, 3 or more behavior incidents, <90% daily attendance rate, and 10 or more missing/not-yet-passed mastery assignments) they are automatically elevated for Tier II consideration.

A set of established data tools enables the integration of implementation and outcomes data. The Tier II Coordinator maintains caseload information using the <u>Student Support List</u>, including the

<sup>&</sup>lt;sup>2</sup> A graphic representation of the MTSS process can be found in the appendices of this charter. LPS Oakland R&D Campus

students, referral and services start dates, goals, assigned interventions, and follow-updates. Tier II staff members document all provided services using the <u>Contact Log</u>. Teachers and staff document behavior and mindset incidents/problems as well as restorative conferences, student check-ins, parent contact, teacher collaboration, and other supports using DeansList as well as the MTSS data tracker. The team uses these tools weekly to review and reflect on students' progress, identify and address gaps in progress, consider and assign new referrals, and graduate students from Tier II as they meet their goals.

#### Tier II Practice

## Guiding Principles:

- **Focus on student voice:** inform thinking and action with the student's perspective on what is happening, what matters, and what is valuable to change or achieve
- Identify and take real action on goals that matter to students as well as adults
- Connect & collaborate: coordinate adult response (providers, teachers, school leaders, and parents) and in the process build relationships in all ways possible
- Work within a **growth mindset / neuroplasticity frame**: we have unlimited power to grow and heal, especially when we work in community
- Use data wisely to inform action with the best information possible

Students referred to Tier II with more singular concerns are helped by the Coordinator, who connects the student with needed resources such as academic intervention courses, therapeutic groups, tutoring, mental health services, vision screening, outside referrals, and more. For students facing more serious or complex barriers to school success, the core Tier II practice is an empathy-based, collaborative problem-solving "Check-In" approach. This approach is based on three research-based models: Check-in/Check-out, Ross Greene's Collaborative Problem-Solving model, and Life Space Crisis Intervention ("LSCI").

Check-Ins are offered in 5-6 week cycles, with a progress review and the option to continue at the close of each cycle. Each Tier II staff uses a version of this approach, meeting with each student 1-10 times each week depending on need (1 = "light touch", 10 = daily check-in and check-out from the school day).

The intent is to spotlight and address obstacles to success across these six dimensions:

Belonging	Relationship and trust building so that the student is ready to collaborate, take risks, and work toward goals- "I believe in you and will be real with you; I am here to listen to you, help you, and support you to solve problems and achieve goals"
Pragmatic Steps	For students who are missing work, retakes, etc. Next steps would be directly related to these steps- "Turn in the following work on"
Academic Behaviors	The steps are not about turning something in, but behaving differently. "You need to organize your materials like" "You need to use your planner" or "Let's think of a way you can redirect yourself when you find yourself being off-task or distracted."
Academic Skills	For students with skill gaps large enough that it is important to focus on building those skills for future academic success. "Let's focus in Office Hours on the following numeracy skills using these materials"
Mindset for Learning	Helping students learn and develop growth mindset, self-awareness, and self-regulation- praising effort and growth, teaching self-calming skills, and more
Physical Needs	Addressing hearing, vision, or other health needs

The initial focus is relationship and trust-building. The goal is to listen fully to the student and help them put forward goals and interests they truly value. As trust builds, the staff and student create an action plan, being clear about what they each will do and involving others (teachers, parents) in a team approach to solving problems and meeting goals. If the student does not name goals around GPA, attendance or behavior but is at risk in these areas, then the staff will discuss these data with the student and work collaboratively to add improvement targets in these areas.

Weekly, the Tier II staff reviews and reflects with the student on how things are going and on their progress on the action plan and goals. They review academic, attendance and behavior data and in particular assist students to connect with teachers around making up important missing or not yet passed mastery assignments. The Tier II staff meets with teachers and other involved providers, connects with parents/guardians, and refers students for additional opportunities and supports as needed to assist students to meet their goals. Additional services frequently include mental health counseling, tutoring, mentoring, and connection with neighborhood health and basic needs resources.

At the close of each cycle, the team reviews individual student progress and makes recommendations for continued Tier II services, graduation from Tier II, or referral for a Student Success Team ("SST") and potential Tier III assistance. At the close of each academic quarter,

the team and school leaders review and reflect on Tier II participation and outcomes and enact changes to address gaps and build on program strengths.

## Tier III

Tier III services are provided when students face crises and/or negative school outcomes persist despite 2 or more cycles of Tier II support. The Student Success Team's strengths-based model is used to bring school staff, student, parents, and other involved providers together to take stock of the student's strengths and needs and develop a Tier III plan. Our partnerships with Children's Hospital Oakland ("CHO") and Youth Uprising enable us to connect students with more specialized mental health support as needed. If learning problems persist, the team may also make a referral for assessment for special education.

#### Student Attendance

Our goal for attendance is a minimum of 93% attendance. We communicate the importance of attendance from a student's first days at Freshman Retreat. Consistent family communication is utilized to ensure that students and families understand the importance and impact of attendance on reaching our schoolwide goals of preparing students for college and career. In addition to strong family communication, we monitor attendance through a team that includes the Network Director of Student Services, School Manager, Enrollment Coordinator, Dean of Students, and Principal. This team holds attendance meetings with students and families with persistent attendance struggles and supports students and families in ensuring access to resources to maintain strong attendance, and plans home visits. Lastly, we communicate to our families the importance of utilizing our planned school breaks for vacations or trips through automated texts and calls, in person meetings, monthly newsletters, and DeansList reports.

#### Chronic Absences

We continue to monitor our attendance on a daily basis. For chronic absences, we refer students and families SART team, which is composed of our Attendance Coordinator, Dean, Principal, and student advisory teacher. This team supports families and students in connecting with inschool and outside resource providers to ensure that supports are implemented and accessible. The team meets with students and families, conducts home visits, and stays in constant communication. Like most aspects of our school, we take an all hands-on deck approach to supporting students who may have chronic absences. Members of the administrative team, counseling department, and teaching staff all support students in various ways for chronic absences.

## Drop-Out Recovery Plan

Our strong college counseling program begins in ninth grade and continues to (and beyond) graduation. Through our Measure N pathway development and Peralta partners, we aim to support students in finding connections and purpose in school. Our increasingly varied course offerings aim to develop students' interests and connection to school. Our consistent academic growth and progress monitoring places students in support classes as needed, particularly math intervention and English Language development in ninth grade, to ensure that students receive targeted support. Tier 2 providers support students in goal setting, and many of our students utilize a check in/check out system with their Tier 2 service provider. Our college counselor

holds "academic bootcamp" during the school day to support students at risk of dropping out/not graduating. We also offer Summer School remote credit recovery opportunities, using the Edgenuity platform.

## **Community School: Parent and Family Involvement**

#### Community Partnerships

LPS Oakland partners with several local organizations to support the needs of our student population and is committed to regular community involvement. Through programs such as "I'm Going to College" Day and College and Career Week, students have the opportunity to gain hands on experience with specific colleges and careers of their choice. With respect to the academic and career pathway program the school currently partners with Merritt College, Berkeley Community College, and Laney College to support our Dual Enrollment classes . Through the school's partnership with Peralta, students have been able to take courses such as Web Commerce, Data Design, Web Design, Social Media Marketing, and Graphic Visualization.

Because we work with such a diverse population of students who require a wide range of social/emotional care strategies, it is crucial that these services are readily available to students and families. Through our partnership with CHO and Youth Uprising, students are able to receive mental health services, job seeking services, and general healthcare. Counselors from CHO and Youth Uprising provide both personalized and group counseling for students and work with teachers to provide academic and emotional support. Through our MTSS process, teachers and staff make referrals to our Student Study Team. This process helps teachers and staff come together with parents and counselors to create personalized interventions and supports to help students academically and emotionally. LPS Oakland also works with Peer Health Exchange as a way to provide responsive and developmentally appropriate health information to 9th grade students.

With respect to extra-curricular activities, LPS Oakland has benefited from partnering with g Castlemont High School and Youth Uprising, in order to provide diverse options for students to choose from. With Castlemont, students have the opportunity to participate in a variety of sports options including swimming, baseball, soccer, softball, football, basketball, and volleyball. Youth Uprising provides mental and physical health supports, and leadership opportunities for students.

#### **Families**

LPS Oakland is committed to regular involvement of our families and community partners, especially as it pertains to our English learners. Through our parent outreach coordinator, families undergo a 1-1 onboarding process where they learn about the resources available to them through LPS and receive a student handbook. Parents are communicated with via autodialer every time a student is absent, and parent-teacher conferences are set up to respond to academic or socio-emotional needs. Every fall we hold a back-to-school night and a community day for students and families. We also communicate with families via monthly newsletters.

Additionally, we work with our families through our school site council and our Parent Guardian

Association ("PGA"). Many of our PGA members also serve on our ELAC, which meets 4 times a year. Our students and families receive college counseling and 1-1 conferences with our college counselor in their home language. We provide Spanish translation in all written and spoken communication. Parents are also invited to annual Student Led Conferences, with advisory teachers. In these conferences, the student, teacher and parents review student's successes and areas of growth. Teachers and parents work together with students to create a plan of support for emotional and academic needs. Parents also work with our College Counselor to support the process of financial aid. Parents are also invited to annual awards celebrations to celebrate their student's success at the end of each semester.

## **Supporting the Needs of All Students**

#### Academically High-Achieving Students & Gifted and Talented

LPS Oakland Believes in all students having access to the most rigorous course of study including AP and College Courses. As such, there is not a Gifted and Talented program offered.

## Academically Low-Achieving Students

## Special Education Students

## Special Education Services for Students under IDEA

LPS Oakland does not discriminate based on disability or special needs. LPS complies with the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"), Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA"), and all other state and federal laws governing special needs students. The Charter School shall utilize its Student Study Team process to guide referrals of students for evaluation under Section 504 or the IDEA.

Pursuant to Education Code Section 47641(a), LPS Oakland is its own local education agency ("LEA") for purposes of special education with membership in the El Dorado County Charter Special Education Local Plan Area ("SELPA"). LPS Oakland, in partnership with the El Dorado County Charter SELPA, bears full responsibility for meeting the needs of special education students, working cooperatively with the SELPA to which it belongs, and providing services through a combination of internal staff, third-party service providers, or other arrangements. As the LEA for special education purposes, all special education funding attributable to LPS Oakland's students will flow directly to the Charter School pursuant to the SELPA's allocation plan, and LPS Oakland will not pay a portion of the charter authorizer's special education "encroachment" to ensure that the needs of all students with disabilities are met.

LPS Oakland will seek to maintain open communications with the SELPA and/or charter authorizer to ensure that students with exceptional needs are identified and that their needs are evaluated and served in compliance with all applicable laws. Additionally, LPS will notify in writing, the district of residence and the Authorizer when a Special Education student enrolls, becomes eligible, ineligible and/or leaves LPS Oakland. When a student with an IEP enrolls in or

transfers out of LPS Oakland, the Special Education staff of the Charter School will email and/or write the sending or receiving district to assist the student in the transition from school to school.

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School shall provide services for special education students enrolled in the Charter School. The Charter School shall follow SELPA policies and procedures and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints and maintaining the confidentiality of pupil records.

The Charter School agrees to promptly respond to all district or SELPA inquiries, to comply with reasonable district or SELPA directives, and to allow the district or SELPA access to Charter School students, staff, facilities, equipment and records as required or imposed by law.

<u>Staffing</u>. All special education services at the Charter School shall be delivered by individuals or agencies qualified to provide special education services as required by the Education Code and the IDEA. Charter School staff shall participate in district or SELPA in-service training relating to special education.

The Charter School shall be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

<u>Notification and Coordination</u>. The Charter School shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. The Charter School shall adopt and implement polices relating to all special education issues and referrals.

<u>Identification and Referral</u>. The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School shall implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the general education program have been considered, and where appropriate, utilized.

The Charter School shall follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related

services in the case that general education interventions do not provide a free appropriate public education to the student in question.

<u>Assessments</u>. The term "assessments" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Charter School shall determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess Charter School students.

<u>IEP Meetings</u>. The Charter School shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Principal and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher if the student is or may be in a general education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the general education program at the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

<u>IEP Development</u>. The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

<u>IEP Implementation</u>. The Charter School shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents with timely reports on the student's progress as provided in the student's IEP at least as frequently as report cards are provided for the Charter School's non-special education students. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

Interim and Initial Placements of New Charter School Students. The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate that is consistent with federal and state law.

<u>Non-Public Placements/Non-Public Agencies</u>. The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

<u>Non-Discrimination</u>. It is understood and agreed that all children shall have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of their disability or due to the student's request for, or actual need for, special education services.

<u>Parent/Guardian Concerns and Complaints</u>. The Charter School shall adopt policies for responding to parental concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights.

The Charter School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

<u>Due Process Hearings</u>. The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in the Charter School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, the Charter School shall defend the case.

<u>SELPA Representation</u>. The Charter School understands that it shall represent itself at all SELPA meetings.

<u>Funding</u>. The Charter School understands that it shall be subject to the allocation plan of the SELPA.

Special Education Academic Program

Leadership Public Schools – Oakland will provide all students identified as learning disabled with access to the regular curriculum and to have their educational needs met through a combination of "Pull Out" and "Push In" services.

Special education students who require additional and more intensive support are provided services in the Resource Specialist Program ("RSP"). These services are provided based on the student's IEP and may include either Push In Services or a more traditional Pull Out program.

Push In services, refers to our Collaboration services, which provides special education in regular education classrooms. At LPS, most special education students receive the bulk of their instruction in regular classrooms, and collaboration is increasing. Collaboration helps to ensure students with learning disabilities get a Free Appropriate Public Education including specialized instruction in a regular classroom.

<u>Collaboration Model – Lead Teacher Model</u>. In classrooms where the lead teacher is the regular classroom teacher, the classroom teacher delivers the instruction in the subject area. The special education teacher is an observer who works with children after instruction to provide specially designed instruction to ensure understanding and to provide adaptations and modifications.

<u>Collaboration Models - Team Teaching</u>. This involves both teachers simultaneously working together to teach a classroom of students. Either teacher who has the necessary background knowledge in the subject introduces new concepts and materials to the class. Both teachers work as a team to reinforce learning and provide assistance to students as needed. Special education teachers provide specially designed instruction to students with IEPs and regular education teachers can assist with this as well.

<u>Consultation Models of Collaboration</u>. A special education teacher may provide some instruction to students, but the majority of service is indirect. The special education teacher mostly provides guidance to the regular education teacher on how to modify instruction to meet the student's needs.

Ultimately, LPS believes that an inclusion model of support will help our students face the rigor of a comprehensive high school program while receiving the academic support necessary to ensure their school success. On occasion, it is necessary to provide students with disabilities with targeted, small group or individual academic support. For those students needing a more focused intervention, the Resource Specialist may schedule the students with small group or individual instruction. LPS also provides Speech and Language Therapy services with a licensed Speech and Language Pathologist or through *Presence Learning Inc.*, our online speech therapy services. Occupational Therapist or counseling services are also provided as required in the students IEP. All Designated Instructional Services are provided in small group or individual sessions.

Section 504 and Americans with Disabilities Act LPS Oakland shall be solely responsible for compliance with Section 504.

LPS Oakland will adopt a policy which outlines the requirements for identifying and serving students with a 504 accommodation plan. LPS Oakland recognizes its legal responsibility to

ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504.

A 504 team will be assembled by the Principal or other designee and shall include qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options and the legal requirements for the least restrictive environment. The 504 team will review the student's existing records, including academic, social and behavioral records and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team will consider the following information in its evaluation:

- a) Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- b) Tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligent quotient.
- c) Tests which are selected and administered so as to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and noticed in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for special education assessment will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations are needed to ensure that the student receives the free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by LPS Oakland's professional staff. The parent or guardian shall be invited to participate in 504 team meetings where program modifications for the student will be determined and shall be given an opportunity to examine in advance all relevant records.

The 504 Plan shall describe the Section 504 disability and any program modification that may be necessary. In considering the 504 Plan, a student with a disability requiring program

modification shall be placed in the regular program of the Charter School along with those students who are not disabled to the extent appropriate to the individual needs of the student with a disability. All 504 team participants, parents, and guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, continued eligibility, needed modifications to the Plan, or readiness to discontinue the 504 Plan.

The Charter School will operate its program in compliance with the ADA. With respect to facilities, the Oakland Unified School District may be responsible for compliance with ADA under applicable law if the Charter School occupies a facility owned by the school district (e.g., under Proposition 39); such responsibility is generally outlined in an MOU or facilities use agreement between LPS Oakland and the Oakland Unified School District.

## English Learners

LPS Oakland will meet all applicable legal requirements for Multilingual/English Learners ("MLs/ELs") including long-term English Learners (LTELs) or English Learners at risk of becoming long-term English Learners, as they pertain to annual notification to parents, student identification, placement, program options, ML/EL and core content instruction, teacher qualifications and training, reclassification to fluent communication regarding MLs/ELs and the rights of students and parents.

The Charter School will administer the Home Language Survey (HLS) upon a student's initial enrollment into a California public school.

#### Assessment & Placement

English Language Proficiency Assessment. All students who indicate that their home language is other than English will be tested with the English Language Proficiency Assessments for California (ELPAC). The ELPAC has four proficiency levels (Level 4: well developed; Level 3: somewhat/moderately developed; Level 2: somewhat developed; and Level 1: beginning to develop) and is aligned with the 2012 California ELD Standards.

#### The ELPAC consists of four separate assessments:

- Initial & Initial Alternative Assessment. The purpose of the Initial and Initial Alternative ELPAC is to determine the English proficiency of students entering California public schools. The Initial and Initial Alternative ELPAC is administered only once during a student's time in the California public school system based upon the results of the HLS. The locally scored Initial or Initial Alternative will be the official score.
- Summative and Summative Alternative. MLs/ELs will take the Summative or Summative Alternate ELPAC to measure a student's progress toward English language proficiency and to determine if the student is ready to be reclassified. The ELPAC Summative or Summative Alternative is only given to students who have previously been identified as an ML/EL based upon the Initial or Initial Alternative results in order to measure how well they are progressing with English development in each of the four domains. The

results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

The Initial, Initial Alternative, (IA) Summative, and Summative Alternative (SA) ELPAC assessments are administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. In kindergarten and grade 1, all domains are administered individually. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually. The ELPAC Initial, IA and Summative and SA will be administered via a computer-based platform.

Testing times will vary depending upon the grade level, domain, and individual student. Both Initial and Summative ELPAC assessments are administered in two separate testing windows through the school year.

The IA testing window will be year-round (July 1–June 30). Any student whose primary language is other than English as determined by the HLS and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July1of that school year.

The SA testing window will be a four-month window after January 1 (February 1–May 31). The English language proficiency of all currently enrolled MLs/ELs shall be assessed by administering the test during the annual assessment window.

The Charter School will notify all parents of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results from publisher. The ELPAC shall be used to fulfill the requirements under the Every Student Succeeds Act for annual English proficiency testing.

In an effort to support each student with the specific and unique needs they have, all students and their families meet with counselors to discuss their needs after enrollment. As a part of this conversation, counselors and academic advisors identify early needs and diagnostic assessments, as discussed above, in order to ensure appropriate placement. During this meeting, LPS Oakland staff work with the family to identify the level of primary language and previous English instruction to determine the depth of program placement. The LPS Oakland general program is designed specifically with MLs/ELs in mind and most scoring a Somewhat/Moderately or higher on the ELPAC will be placed in mainstream classes. The use of diagnostic assessments are essential to determine whether a student should be placed in English Language Development (ELD) classes. Placement in ELD classes (ELD1, EDL2, ADV ELD) are all determined in partnership with students and their families. Should the diagnostic reveal and/or family request ELD placements, counselors will develop the appropriate instructional schedule prior to placement. True newcomers or students who have recently arrived in the United States within the last six months without previous English instruction, will likely have a modified schedule (three periods out of a six period day) to increase the exposure of sheltered English instruction.

Newcomers also take A-G courses in order to make adequate progress on A-G graduation requirements while participating in more intensive English instruction.

In addition to the ELPAC, the language and literacy needs of multilingual students are assessed three times per year by the MAP. Students at the Emerging and Expanding levels programmed in ELD classes also take the ELPAC Interim assessments three times a year as a progress-monitoring tool. Intensive small group intervention happens within these classes for students who demonstrate a need. Also, within ELD classes, teachers flexibly use a variety of formative assessment measures such as the E.L. Achieve curriculum following each lesson. Summative assessments are given after each Unit completed (e.g., ELPAC interim assessments, E. L. Achieve lesson assessments, and unit assessments within the E. L. Achieve curriculum).

These assessments guide intensive instruction individually or in small groups. For multilingual students who demonstrate a particular need in Reading, we offer reading intervention is integral within the E. L. Achieve Systematic ELD curriculum and Contracting Meaning strategies. Parents are informed of overall student progress during student-led conferences. They are also informed of student ELPAC scores and program placement each year. Given the significant representation of parents of MLs/ELs (both current and reclassified) the school voted to merge the School Site Council ("SSC") and English Learner Advisory Committee (ELAC) for the 2024 – 2025 school year and beyond.

Approach to Instruction. The majority of our students come from bilingual homes. LPS's instructional approach recognizes and builds on the assets of multilingualism and multiculturalism as part of 21st Century College and Career Readiness. LPS purposefully builds feelings of belonging around our students' identities (through Associated Student Body, Justice Council Freshman Retreat, Advisory blocks, regular cultural and individual celebrations) and works to strengthen and expand these identities as we grow our students' academic language development and overall readiness for college and career paths that will enable them to lead choice-filled lives. We rely on multiple measures to match our identified MLs/ELs with the optimal instructional program. ELPAC and NWEA MAP are measures which are utilized as placement diagnostic tools.

The LPS ML/EL Program supports students with access to and support for the core curriculum, strategic support, and tailored English Language Development (ELD). In addition, Home Academic Language development is supported by Spanish 3, Spanish 4, and AP Spanish classes. Access to the core content is facilitated by:

- thematic approaches to content, a variety of instructional inputs including, for example, video and varied text sets as catalogued in the Common Spine
- a variety of assessment formats including performance assessments of varied length and complexity
- consistent, on-going formative assessment and student feedback
- collaborative learning structures, including peer support in Home Languages as appropriate
- explicit attention to academic discourse forms and vocabulary (- E. L. Achieve Constructing Meaning explicit support in acquiring the language needed to

- comprehend and express understanding of grade-level work also referred to as integrated ELD).
- multiple opportunities to interact in meaningful ways with content and one another
- support in the student's first language as appropriate
- setting learner-specific expectations and goals appropriate to the student's stage of language development
- interactive reading and note-making from and cooperative learning structures increase access to the curriculum and give students multiple opportunities to interact in meaningful ways with content and one another.

Strategic support is offered to students in tutorial periods, office hours, , and with online learning options. In addition, Designated ELD offers intensive support to Emerging and Expanding students. Our programmatic design comes from the research referenced in the California ELA-ELD Framework, *Reparable Harm*, a publication of Californians Together.

The E. L. Achieve Systematic ELD curriculum allows Long-Term English Learners to benefit from Designated ELD focused on augmenting academic Language, particularly productive forms utilizing the Advanced Level tools.. Beginning and Intermediate ELD courses use E. L. Achieve Systematic ELD Beginning and Intermediate curriculum to support thematic vocabulary development, reading in many different genres, and learning about how English works.

<u>Reclassification Procedures</u>. Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC.
- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery in English.
- Parental opinion and consultation, achieved through notice to parents or guardians of
  the language reclassification and placement including a description of the
  reclassification process and the parents' opportunity to participate, and
  encouragement of the participation of parents or guardians in the reclassification
  procedure including seeking their opinion and consultation during the reclassification
  process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

<u>Monitoring and Evaluation of Program Effectiveness</u>. The Charter School evaluates the effectiveness of its education program for MLs/ELs by:

- Adhering to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine annual progress.
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring student identification and placement.
- Monitoring parental program choice options.
- Monitoring availability of adequate resources.

ELD Professional Development. For all teachers, on-going Network-wide Professional Development focuses on meeting the needs of diverse learner profiles, including Multilingual students. In course content, grade level, and other groupings, teachers design scaffolds to allow for increased access and success with rigorous work for Multilingual students. Teachers interrogate common, collaboratively- designed assessments for access and revise assessments to allow students to show what they know and can do. Performance assessments are designed to encourage deeper learning and develop Collaborative, Interpretive, and Productive language. English Language Development teachers attended the E.L. Achieve Systematic ELD Teacher Institutes in 2023-2024. These teachers engaged in data analysis and reflection around the E. L. Achieve Systematic ELD model, student writing, and other formative assessments. At a minimum of eight times a year, they will collaboratively plan for their students' needs. Because the majority of our students speak English as their second language and/or are MLs/ELs, our professional development sessions involve a cycle of inquiry regarding academic conversations for our students. In 2023 - 2024our work included using strategies and techniques discussed in E.L. Achieve Systematic ELD curriculum. Furthermore, content area teachers will participate in internal professional development opportunities through E. L. Achieve Constructing Meaning that provide instructional strategies, resources, information, and materials for new Common Core and State ELD standards.

<u>Pathways to A-G</u>. LPS Oakland is committed to supporting all students in completing their A-G course work. In order to support Newcomers, we have designed a model course progression.

Here is one sample scenario that allows a Newcomer to fulfill A-G requirements: Newcomers who enter school with beginning proficiency levels in English may take a path to graduation. They may take three periods a week of ELD in their first year, and three periods of ELD in year 2. In years 3 and 4, students will continue to take ELD while completing sophomore and junior English. In their fourth year, students may take senior English. In their first years at LPS, Newcomers will take language-dependent classes such as Visual Arts, and other electives. Spanish speakers may also maintain and extend their academic literacy by taking Spanish 2, 3, and 4 during these years. By their third year, Newcomers will begin taking grade-level contentarea courses in science and/or social studies (where possible with Integrated/Constructed Meaning ELD receiving additional support through Designated/Systematic ELD.

Student Services & Support. This year we have increased our ELD programming to support EL students in the classroom through an intentional four-year graduation sequence. This includes offering a block ELD class for Newcomer students, and for LTEL students an Advanced ELD course. Additionally, our ELD instructor collaborates across disciplines to support teachers in ensuring that content is accessible for EL and newcomer students. With the addition of an E. L. Achieve Constructing This school year, we are also looking to create support groups for specific student populations, including our EL students. We are eager to explore a partnership with Castlemont to consider how we can collectively support the newcomer students in East Oakland. Our intentionality in course sequencing for our ML/EL students is aimed at supporting them in being an integral part of our school community. We believe that our newcomers should graduate on track with their peers and be eligible for a UC or CSU. While creating specific academic courses for ML/EL students, we continue to integrate ML/EL students into mixed Advisory classes to ensure that they have a support network of students from a variety of learner profiles and backgrounds. We also continue to prioritize cycles of inquiry and professional learning around best practices to support ML/EL students. At LPS we also refer to this group of students as Multilingual synonymous with English Learners, as we believe that utilizing asset-based language about students has a strong impact on mindsets and supports for various student groups.

All school communication (letters and auto dialers) are sent in English and Spanish. (Our ML/EL students are almost exclusively Spanish speaking.) We have provided teaching staff with scripts to communicate standard messages to families. Additionally, we have a large number of multilingual staff members who support our English only staff members in communicating with families. At every parent event, whether Back to School Night, monthly Parent Guardian Association (PGA) meetings, or Student-led conferences, we provide translation.

# ELEMENT 2: MEASURABLE PUPIL OUTCOMES and ELEMENT 3: METHOD FOR MEASURING PUPIL OUTCOMES

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

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

## Increases in Student Academic Achievement, Overall and by Subgroup

In accordance with Education Code section 47605(c)(5)(B), Charter School's pupil outcomes will be set related to increases in pupil academic achievement both schoolwide and for all numerically significant subgroups of pupils served by the charter school, as that term is defined in paragraph (4) of subdivision (c) of section 47607. The pupil outcomes shall align with 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. Charter School's LCAP goals will serve as the goals for this section unless Charter School's LCAP goals do not include increases in student academic achievement by subgroup, in which case such goals should be included below.

Charter School hereby grants authority to the State of California to provide a copy of aggregated (by school, numerically significant subgroups, etc.) test results directly to the District. Test results for the prior year, if not provided directly to the District by the State in a timely manner, will be provided by the Charter School to the District, upon request, no later than September 1 of each year.

Included below are growth goals related to student achievement outcomes on CAASPP and MAP, including outcomes for statistically significant subgroups. These goals are consistent with the LPS Oakland LCAP, which can be found in the appendices of this charter and on the Charter School's website, LPS Oakland's Program Improvement Plan (PIP), which can also be found in the appendices of this charter, and additional measurable pupil outcomes detailed below.

	ENGLISH LANGUAGE	ARTS-ALL STUDENTS			
Specific Growth Area	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-202		
Grade 11 Distance from Standard (DFS)	-66.9 DFS	-56.9 DFS (+10pts.)	-44.9 DFS (+12 pts.)		
	Very Low (Red)	Very Low (Orange)	Low (Yellow)		
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard		
Grade 11 Standard Met or Exceeded	22%	27% (+5%)	32% (+5%)		
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard		
All Students-Grades 9th-12th 0th Percentile or Higher Above he National Norm in READING  MOP GROWTH	36%	46% (+10%)	56% (+10%)		
	Spring 2024	Spring 2026	Spring 2027		
	61st - 80 <sup>th</sup> >80 <sup>th</sup>	61st - 80 <sup>th</sup> >80 <sup>th</sup>	61st - 80 <sup>th</sup> >80 <sup>th</sup>		

Specific Growth Area	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)
English Learners Distance from Standard (DFS)	-116.4 DFS Very Low (Orange) 2023 CA Dashboard	-101.4 DFS (+15pts.) Very Low (Orange) 2025 CA Dashboard	-86.4 DFS (+15pts.) Very Low (Orange) 2026 CA Dashboard
English Learners Standard Met or Exceeded	3% 2023 CA Dashboard	13% (+10%) 2025 CA Dashboard	23% (+10%) 2026 CA Dashboard
English Learner Progress Indicator (ELPI) ELPAC	38.8% Increased by 12.8% Low (Yellow) 2023 CA Dashboard *Increased Significantly	43.8% (+5%) Low (Yellow) 2025 CA Dashboard	48.8 (+5%) Medium (Green) 2026 CA Dashboard

Specific Growth Area	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)
Socioeconomically Disadvantaged Distance from Standard (DFS)	-63.6 DFS	-53.6 DFS (+10pts.)	-43.6 DFS (+10pts.)
	Very Low (Red)	Very Low (Orange	Low (Yellow)
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard
Socioeconomically Disadvantaged Standard Met or Exceeded	22%	27% (+5%)	32% (+5%)
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard

ENGLISH LANGUAGE ARTS-HISPANIC			
Specific Growth Area	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)
Hispanic Distance from Standard (DFS)	-66.7 DFS	-56.7 DFS (+10pts.)	-44.7 DFS (+10pts.)
	Very Low (Red)	Very Low (Orange	Low (Yellow)
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard
Hispanic Standard Met or Exceeded	23%	28% (+5%)	34% (+5%)
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard

MATH-ALL STUDENTS			
Specific Growth Area	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)
Grade 11 Distance from Standard (DFS)	-177.8 DFS	-167.8 DFS (+10pts.)	-157.8 DFS (+10pts.)
	Very Low (Red)	Very Low (Orange)	Very Low (Orange)
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard
Grade 11	4%	9% (+5%)	14% (+5%)
Standard Met or Exceeded	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard
All Students-Grades 9th-12th 60th Percentile or Higher Above the National Norm in MATH	15%	25% (+10%)	35% (+10%)
	Spring 2024	Spring 2026	Spring 2027
	61st - 80 <sup>th</sup> >80 <sup>th</sup>	61st - 80 <sup>th</sup> >80 <sup>th</sup>	61st - 80 <sup>th</sup> >80 <sup>th</sup>

MATH—ENGLISH LEARNERS			
Specific Growth Area	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)
English Learners Distance from Standard (DFS)	-218.4 DFS	-208.4 DFS (+10pts.)	198.4 DFS (+10pts.)
	Very Low (Red)	Very Low (Orange)	Very Low (Orange)
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard
English Learners Standard Met or Exceeded	0%	5% (+5%)	10% (+5%)
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard

Specific Growth Area	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)
Socioeconomically Disadvantaged Distance from Standard (DFS)	-162 DFS	-152 DFS (+10pts.)	-142 DFS (+10pts.)
	Very Low (Red)	Very Low (Orange)	Very Low (Orange)
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard
Socioeconomically Disadvantaged Standard Met or Exceeded	2%	7% (+5%)	12% (+5%)
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard

MATH-HISPANIC			
Specific Growth Area MATH	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)
Hispanic Distance from Standard (DFS)	-180.3 DFS	-170.3 DFS (+10pts.)	-160.3 DFS (+10pts.)
	Very Low (Red)	Very Low (Orange)	Very Low (Orange)
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard
Hispanic	3%	8% (+5%)	13% (+5%)
Standard Met or Exceeded	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard

## **Additional Measurable Pupil Outcomes**

## **Collective MPOs**

Charter School sets the following targets for Measurable Pupil Outcomes related to school culture and climate.

Collective MPOs for Middle and High Schools  1. Annually, at least 70% of students complete a school survey that includes questions about school safety, satisfaction with academic instruction, and voice in school decision-making.		
Each year, at leastpercent of students positively rate school safety.	80%	
Each year, at leastpercent of students positively rate academic instruction.	80%	
4. Each year, at leastpercent of students positively rate their voice in school decision-making and/or opportunity for feedback.	80%	
5. Each year, at leastpercent of students enrolled in the CTE pathway positive rate their participation in real-world workbased learning experiences.	80%	
6. Each year, at leastpercent of students complete a CTE pathway capstone project or dual enrollment course with a grade of C or better.	100%*	

 $<sup>*</sup>Only\ 11^{th}/12^{th}$  grade students or approximately 50% of students have access to CTE pathway capstone projects of dual enrollment courses.

#### Measurable Pupil Outcomes

- By the end of the charter term, increase the percent of all students scoring level 3 or level 4 on the ELA portion of the SBAC by at least 10 percent, or achieve a level of 30 percent.
- **1.1** By the end of the charter term, for Hispanic students, increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBAC by at least 10 percent or achieve a level of 30 percent.
- By the end of the charter term, for Socioeconomically Disadvantaged students, increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBAC by at least 10 percent or achieve a level of 33 percent.
- **1.3** By the end of the charter term, for English Learners, increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBAC by at least 10 percent or achieve a level of 10 percent.
- By the end of the charter term, increase the percent of all students scoring level 3 or level 4 on the Math portion of the SBAC by at least 10 percent or achieve a level of 20 percent.
- By the end of the charter term, for Hispanic students, increase the percent of students scoring level 3 or level 4 on the Math portion of the SBAC by at least 10 percent or achieve a level of 13 percent.
- By the end of the charter term, for Socioeconomically Disadvantaged students, increase the percent of students scoring level 3 or level 4 on the Math portion of the SBAC by at least 10 percent or achieve a level of 20 percent.
- 2.3 By the end of the charter term, for English Learners, increase the percent of students scoring level 3 or level 4 on the Math portion of the SBAC by at least 10 percent or achieve a level of 10 percent.
- Each year, the percentage of students who are at or above grade level on the ELA MAP assessment will increase 10% to 25% at the end of the charter term.
- Each year, the percentage of students who are at or above grade level on the Math MAP assessment will increase 10% to 25% at the end of the charter term.
- Each year, an additional 10 percent of ELs will improve one overall proficiency level on ELPAC, to 44% progressing one proficiency level at the end of the charter term.
- Each year, have less than 5 % of students absent more than 10% of the school days (chronic absence).
- Each year, for Students with Disabilities, have less than 1% percent of students absent more than 10% of the school days (chronic absence).
- Each year, for English Learners, have less than 1% percent of students absent more than 10% of the school days (chronic absence).
- Each year, achieve a High School cohort graduation rate of at least 94%.

## **Application of Education Code section 47607.3**

Under Education Code section 47607.3, if Charter School meets certain criteria outlined in section 47607.3(a), the following shall apply:

- Depending on circumstances specified in section 47607.3, either the county superintendent
  of schools or the chartering authority shall provide technical assistance to the charter school
  using an evaluation rubric adopted by the State Board.
- The entity providing technical assistance may request assistance from the California Collaborative for Educational Excellence, which may, after consulting with the Superintendent and with the approval of the State Board, provide advice and assistance to the charter school.
- The chartering authority shall consider for revocation any charter school to which the California Collaborative for Educational Excellence has provided advice and assistance, and has made findings that: 1) the charter school has failed, or is unable, to implement the recommendations of the California Collaborative for Educational Excellence; or 2) that the inadequate performance of the charter school, based upon the evaluation rubric, is so persistent or so acute so as to require revocation of the charter.

## LPS Oakland Goals and Actions to Achieve the Eight State Priorities

Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), a reasonably comprehensive description of the Charter School's annual goals, actions and measurable outcomes, both schoolwide and for each subgroup of pupils, in and aligned with the Eight State Priorities as described in Education Code Section 52060(d), can be found in the Charter School's LCAP. Each of these goals addresses the unique needs of all students attending the Charter School, including our numerically significant student subgroups. The metrics associated with these goals help the Charter School to ensure that these specific subgroups are making satisfactory progress, and are provided with necessary additional supports made possible by additional funds from the Local Control Funding Formula.

The current LCAP is on file with the District and attached as an Appendix. It is also available on our website at <a href="www.leadps.org/aboutlps/school-accountability/">www.leadps.org/aboutlps/school-accountability/</a>. The Charter School shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter term through the annual LCAP update. The Charter School shall submit the LCAP to the District and County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall also present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled Board meeting.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter and shall be maintained by the Charter School at the school site.

LPS Oakland affirms that, to the extent practicable, the method for measuring pupil outcomes for the Eight State priorities shall be consistent with the way information is reported on a School Accountability Report Card ("SARC"). The Charter School will compile data each academic year to publish a SARC. Student achievement data will be disaggregated annually to clearly identify the academic performance of students by subgroups (e.g., by ethnicity, gender, English Learners, socioeconomically disadvantaged students, and students with disabilities). This report will include required school data for the District, parents, Board of Directors, and community at large. The SARC will be posted on the Charter School's website and made available in the main office.

#### **Assessment Tools**

LPS uses a diverse range of assessment tools to track and measure student progress toward mastery of state standards, as well as key knowledge, skills, and dispositions. These tools include externally validated assessments such as MAP, E.L. Achieve's Systematic ELD curriculum assessments, and Illustrative Math instruments. Additionally, LPS develops in-house assessments to ensure alignment with specific instructional goals and local needs. This comprehensive approach provides a well-rounded picture of student achievement and growth.

The Reading and Math MAP with goals (strands) serve as our value-add growth measure. Our commitment is to support all students starting below the average 9<sup>th</sup> grader nationally to gain 1.5 grade level equivalencies in each school year and attain a grade-level equivalency equal or greater than the national average by the end of high school.

LPS is committed to enhancing the alignment of periodic assessments with evolving state and national standards, ensuring they match the rigor, formats, and depth of thinking required by external exams like the Smarter Balanced Assessment Consortium (SBAC) and college readiness benchmarks such as AP and dual enrollment success. The adoption of research-based curricula, including the CSU Expository Reading and Writing Curriculum (ERWC), and Illustrative Math, along with the development of NGSS-aligned science courses and assessments, have been key milestones in this effort. Ongoing work during the 2024-2025 school year and beyond will continue to refine and enrich periodic assessments, ensuring they accurately reflect the skills needed for true college readiness. Many courses have access to additional items, prompts, and tasks banks providing aligned, validated content for classroom assessment. These resources are organized and accessible by assigned permissions in our "Common Spine" shared in the LPS Google Apps Drive.

LPS Oakland also administers the Panorama student, parent, and teacher/staff surveys to assess belonging, safety, growth mindset, parent engagement, student and parent voice, and self-efficacy. The survey is administered fall and spring, with fall results used formatively for spring semester planning and action.

Type	Tool	Purpose	Grade Level	Timeline
Screening	ELPAC	Initial ELPAC: administered to newcomers (first time enrolled in a CA school) to determine whether they are English Learners or already proficient in English  Summative ELPAC: Given annually to students identified as English Learners to assess their progress in learning English and to help inform instructional support	9-12	Initial ELPAC: within 30 days of first enrollment (or 60 days prior to school year)  Summative ELPAC: annually between February 1 and May 31 until reclassified
Diagnostic and Periodic	NWEA MAP, Reading and Mathematics	Computer-adaptive assessment that measures growth in math, reading, and language usage. Provides personalized results to track progress and guide instruction. Students receive a RIT score to show their academic growth and compare against national norms.	9-12	Fall, Winter, Spring
Periodic	Panorama Surveys	Gathers data on student, family, and staff perspective in areas such as school climate, socialemotional learning, equity, and teacher-student relationships	9-12	Fall and Spring
Periodic Formative and Summative	Common Unit or Quarterly Exams	Provide consistent, standardized assessments across classrooms to measure student mastery of key concepts.  Ensures consistency, enables data-drive instruction, promotes accountability, and supports equity by giving all students a fair evaluation and helps teachers identify learning gaps and adjust instruction.	9-12	Exams occur at the end of each unit or quarter.  Process: Pre-exam: align goals, create/select the exam.  Instruction: teach and monitor progress.  Exam: administer at the unit/quarter end.  Post-Exam: analyze results, adjust instruction, and plan next steps.

Periodic Formative and Summative	Classroom- driven Assessments	Provides immediate, tailored feedback on student learning within a specific class. Helps teachers gauge students' understanding of the material, identify learning gaps, and adjust instruction to meet individual needs.	9-12	Varies by classroom
Periodic Summative	Exhibitions of Learning	Allows students to demonstrate mastery through real-world, performance-based projects. Students integrate academic knowledge with key skills like collaboration, communication, and critical thinking, while engaging an authentic audience for meaningful feedback and reflection. Provides a holistic view of student progress and are a key part of interdisciplinary project-based learning.	9-12	End of each semester

#### Formative Assessment

LPS Oakland views formative assessment as an essential driver to extend and accelerate learning for students.

#### Research Base

If student and teacher action is guided by ongoing, high-quality feedback then the right knowledge, skills, dispositions, strategies, and structures take center stage; resulting in excellent academic and engagement outcomes for students and teachers.

By "high quality" we mean the following design principles: a) tools are aligned to established, meaningful standards and learning targets; b) feedback produced is clear, actionable, and motivational, and c) frequent and "for real" data review and reflection guides student and teacher action.

Feedback is a crucial element of formative assessment, driving student achievement when applied thoughtfully. According to recent best practices, high-quality feedback is timely, specific, and actionable, giving students clear direction for improvement. Educational leaders such as Thomas Guskey and Janison emphasize that grades or scores alone are insufficient for promoting learning. Instead, feedback should be detailed, offering guidance on how students can refine their work and continue developing essential skills. Building a feedback-rich environment involves more than just teacher-to-student communication. A culture of feedback incorporates peer reviews, self-assessments, and even automated tools for immediate responses, all working together to support continuous learning. LPS Oakland implements these practices to create an ecosystem where students and teachers actively engage in an ongoing process of growth, making learning more personalized and impactful.

LPS Oakland's assessment system emphasizes the power of visual data representation and rubric-based evaluations, which have proven to significantly boost student achievement. We are continually refining ways to present results that focus on student growth, offering clear, actionable insights that motivate progress. Rubrics are now fully integrated across all subjects, forming a critical part of curriculum development aligned with the LPS Graduate Profile. Our approach uses standardized network-wide structures, including teacher and student training and peer feedback mechanisms, ensuring consistency and clarity.

Equally important, we recognize that fostering a sense of belonging and trust is fundamental to the success of formative assessment. Research shows that stereotype threat and bias, unless deliberately addressed, can severely undermine student performance, particularly for those subjected to societal prejudices. To counter this, we emphasize the development of growth mindset, self-efficacy, and a supportive environment, enabling students to take the necessary academic risks and engage in "productive persistence," which is essential for deep learning and continuous improvement.

The assessment system attempts to maximize growth mindset, belonging, and self-efficacy by using best and promising strategies including:

- Explicit teaching and ubiquitous modeling of assets-based language
- Explicit teaching and ubiquitous modeling of growth mindset
- Values-based short write before taking assessment
- Teaching and using rubrics to make expectations aligned, clear and actionable
- Student ownership and use of data to guide learning and improvement
- "Wise Feedback" teacher feedback prefaced with personal statement "I'm giving you this feedback because I have high standards and I know you can meet those standards."

# **Performance Expectations**

# Formative Assessment Performance Expectations

Assessment Tool	Performance Expectations
ELPAC	<ul> <li>Annual Growth: Students are expected to move up one ELPAC level per year.</li> <li>Reclassification: Target proficiency at Level 4 for reclassification as Fluent English Proficient (RFEP).</li> <li>Support: Additional interventions for Long-Term English Learners (LTELs) if progress stalls.</li> </ul>
MAP Reading and Math	For students below a 9th-grade level:  • 1.5 grade levels of growth in Reading and Math within one school year.  • This accelerated progress helps close learning gaps and aligns students with grade-level expectations.
	<ul> <li>For students below grade level, the MAP Growth goal is:</li> <li>1+ grade levels of growth in Reading and Math within one school year.</li> <li>This target ensures steady progress, helping students move closer to grade-level proficiency.</li> </ul>
Panorama Surveys	Improved ratings for safety, belonging, growth mindset, parent and student voice, parent engagement, and self-efficacy
Common Unit Diagnostic Assessments	Diagnostic only – no performance expectations
Common Unit or Quarterly Exams	<ul> <li>80% of students earning performance level of "Met or Exceeded Standard"</li> <li>90% of students earning performance level of Nearly Met, Met, or Exceeded Standard"</li> </ul>
Classroom-Driven Assessments	<ul> <li>80% of students earning performance level of "Met or Exceeded Standard"</li> <li>90% of students earning performance level of Nearly Met, Met, or Exceeded Standard"</li> </ul>

# Operational and Longitudinal Support for Formative Assessment

The LPS Data Team plays a crucial role in supporting educators with formative assessments. They assist in every phase of the process, from test development and material organization to setting performance bands, administering tests, and analyzing results. The team ensures all periodic exams are pre-loaded for teachers, with flexibility for customization within defined parameters to maintain alignment with standards while accommodating individual pacing and curricular choices.

## **Data Analysis and Reporting**

#### Types of Data Used

LPS centrally manages a dynamic and comprehensive data ecosystem designed to facilitate datadriven analysis, reflection, and action across all stakeholders. This system supports all aspects of the school's work, including academic performance data (both summative and formative), as well as key metrics like attendance, course completion, behavior, demographic trends, stakeholder perceptions, intervention participation, college eligibility, and college persistence. This responsive ecosystem ensures that valuable data is continuously used to drive informed decision-making and foster a culture of continuous improvement throughout the organization.

#### Collecting, Analyzing, Using, and Reporting Academic Performance and Other Data

The LPS Data Team utilizes key data platforms, including Infinite Campus, to generate crucial reports such as the DnA report, which offers insights into student achievement and growth. Infinite Campus serves as a central data hub, enabling the generation of multiple types of reports, while platforms like DeansList support behavioral tracking and communication. These systems provide teachers with valuable data to inform instructional decisions, assist in formative assessments, and tailor classroom interventions, ensuring alignment with established standards while allowing for customized pacing and curricular choices.

# Role and Use of Data to Inform Curriculum, Instruction, and Professional Development

Data is central to driving decisions around curriculum, instruction, and professional development. It is seamlessly embedded into every aspect of the network's and school's educational roles and structures, ensuring that informed, data-driven actions are taken at every level. By integrating data into these processes, we create a cohesive framework that supports continuous improvement and responsiveness to student needs.

Ed Program Structure / Role	Use of Data
LPS Board Academic Program Committee	<ul> <li>Use of data is quarterly</li> <li>Serves in Advisory role to the Ed Team</li> <li>Reviews detailed course student performance outcomes in tandem with teacher observation results and curriculum and professional development artifacts to surface questions, recommendations, and priorities</li> </ul>
LPS Admin Team	<ul> <li>Use of data is weekly or more frequent to include new data as available</li> <li>Incorporates student outcome data as well as received feedback and ratings from teachers</li> <li>Key findings shape professional development and coaching through ongoing cycles of inquiry and action</li> <li>Partner with Course Facilitators to provide data-rich learning opportunities for teachers across all course teams</li> </ul>
LPS Instructional Leaders	<ul> <li>Use of data is quarterly</li> <li>Team-based data-driven inquiry and planning to identify and respond to gaps</li> </ul>

LPS Course Facilitators	A teacher leader for each course facilitates a data-rich outcomes analysis, reflection and planning process for each course team at each network-wide PD (5 times per year)		
LPS Oakland Instructional Leadership Team	<ul> <li>Use of data is weekly or more frequent</li> <li>Employs student outcomes and teacher observation and practice data</li> <li>Focus on overall as well as standards/learning target performance</li> <li>Results shape professional development and coaching through ongoing cycles of inquiry and action</li> <li>Coaches address identified priority areas with individual teachers</li> </ul>		
LPS Tier 2 Team (COST)	<ul> <li>Use of data is weekly or more frequent</li> <li>Integrates student-level academic, behavior, and engagement data</li> <li>Used to track progress for students served by Tier 2 and to identify potential new needs for referral</li> </ul>		
LPS Oakland Teachers	<ul> <li>Use of data is daily</li> <li>Focus on standards/learning target performance within the frame of the agreed upon scope and sequence</li> <li>Results shape ongoing improvement of curriculum and instruction</li> </ul>		
LPS Oakland Students	<ul> <li>Use of DeansList data is weekly or more frequent</li> <li>Weekly process in Advisory for students to review their grades, GPA, attendance, and missing or not-yet-passed assignments alongside their SMART goals and to reflect on their academic progress and next steps.</li> <li>Students use data alongside their work to design and lead student-led-conferences at the close of each semester</li> </ul>		
LPS Oakland Parents/Guardians	<ul> <li>Data Review: Conducted three times per year at the end of Quarters 2-4</li> <li>Parents/guardians participate in one annual student-led conference.</li> <li>Students present progress in two exhibitions of learning annually.</li> <li>Includes grades, standards, learning targets, attendance, student reflections, evidence of learning, and next steps.</li> </ul>		

LPS actively manages and implements a comprehensive system of processes and reports to keep stakeholders informed about school performance. This system includes a variety of data-driven tools, such as academic performance reports, attendance records, behavior tracking, and stakeholder surveys, which provide a clear and timely picture of the school's effectiveness. The data is regularly analyzed and shared with students, parents, staff, and community members through various formats, ensuring transparency and supporting informed decision-making. By integrating both quantitative and qualitative data, LPS empowers stakeholders to engage with the school's progress, make informed contributions, and take action to support continuous improvement efforts.

Stakeholders	Role and Use of Data to Inform Stakeholders of School Performance
School Leaders and Leadership Teams	<ul> <li>Quarterly Data Reviews: Review of end-of-quarter, semester, and year performance vs. goals and prior results</li> <li>Used to identify gaps and inform response to improve results</li> </ul>
LPS Board of Directors	All available through the LPS website
LPS Oakland Neighborhood	Executive Data Dashboards: Quarterly
Oakland Unified School District	report of progress on LPS goals
California Department of Education	• LCAP/LEA Plan: Annual report of progress
The Broader Public	<ul> <li>on eight state priorities</li> <li>School Accountability Report Card: Overview of school program and outcomes in the prescribed SARC format</li> </ul>
Individual Students and Parents as Stakeholders for their Own Data	<ul> <li>Infinite Campus: on-line portal to a wide range of data</li> <li>Advisory Goals &amp; DeansList Reports:         Weekly report and session for students to review and plan from their grades, attendance, assignments, and other data; and their own set goals for the year</li> <li>Student-Led-ConferenceSheets: A report sharing course grades, attendance, mastery assignments, and other data for use during the SLC process</li> <li>DeansList Reports: provide a clear overview of student performance, engagement, and behavior in school.</li> </ul>

# Grading, Progress Reporting, and Promotion/Retention

### **Grading Policy**

Grades at LPS Oakland R&D reflect student cognitive skill and content mastery. Teachers at LPS Oakland R&D use Mastery Based Grading principles when assessing student learning and assigning grades. LPS Oakland R&D grades are tracked using Infinite Campus, a web-based gradebook. Teachers develop learning targets that align to the California state standards and students are evaluated on their mastery of these standards, rather than on effort, class participation. These learning targets are the indicators on which students demonstrate mastery and growth, and students receive feedback on individual assignments aligned to learning targets. Student grades are composed of 90% Academic assignments and 10% Habits. Assignments that can count for "Academic" include any student work that is scored for mastery and/or growth (e.g., a quiz, test, project, essay, presentation). Assignments that can count for "Habits" include Do Nows/launches, participation, engagement, attendance, adhering to class norms, practice

assignments, and assignments that are not connected to standards. Any missing assignments are calculated as 50%.

Depending on teacher policy, students are permitted to revise assignments to improve a mastery score. Teachers communicate their individual revisions policies at the start of the school year, and students are encouraged to take advantage of every opportunity to revise an assignment.

Students and parents have access to their grades through the Infinite Campus Portal throughout the school year. Students periodically receive printed grade reports with lists of missing assignments in their advisories. Formal progress reports are sent home at the end of Quarter 1, Semester 1, and Quarter 3.

#### Letter Grades and GPA

Student grades at the end of each semester are translated into letter grades for transcripts and Grade Point Averages (GPAs). For advanced courses, student grades are weighted with an additional grade point.

Mastery Description	Mastery Rating	Percent Ranges	Transcript Letter Grade	Unweighted GPA	Weighted GPA (for AP and College Courses)
Advanced Mastery of all content	4	89.5 - 100	A	4.0	5.0
Proficient Mastery of most content	3	79.5 - 89.4	В	3.0	4.0
Developing Mastery of some content	2	69.5 - 79.4	С	2.0	3.0
Emerging Inadequate Mastery	1	64.5 - 69.4	D	0.0	0.0
Missing No data	0	0 - 64.4	F	0.0	0.0

### Promotion, Retention, and Progress Reporting

LPS students complete the A-G requirements in the sequence presented below, as well as courses in Design and Multimedia Arts. Ten (10) credits per course are earned with a course grade of "C" or better.

Ninth Grade. Algebra 1, English 9, Ethnic Studies, Biology, World Language, Intro to Design and Multimedia Arts

<u>Tenth Grade</u>. Geometry, English 10, World History, Chemistry, World Language, Intermediate Design and Multimedia Arts

<u>Eleventh Grade</u>. Algebra 2, English 11, U.S. History, Physics, Advanced Design and Multimedia Arts, Dual Enrollment and/or WBL Career Practicum, or World Language

<u>Twelfth Grade</u>. Pre-calculus or Statistics or Personal Finance, English 12, Government and Economics, Dual Enrollment and/or WBL Career Practicum, or World Language

#### Promotion

Our program is designed to ensure that every student is on track to meet the 200-credit requirement for graduation. The path to graduation involves accumulating credits progressively throughout high school, with specific milestones at the end of each grade level. Our six-block course design is structured to support students in not only meeting these milestones but also exceeding them. If a student successfully passes all their classes with a grade of C or better, they can accumulate up to 240 credits or more by the time they graduate. This total can increase further for students who take advantage of dual enrollment courses, allowing them to earn college credits while still in high school.

Grade Level	Minimum Credit Accumulation to Remain on Track for Graduation	Potential Credit Accumulation by End of Year
9	50	60
10	100	120
11	150	180
12	200	240

### Retention and Supports

However, we understand that not all students will meet the minimum credit requirements at each grade level. For those who find themselves off track, we have a robust set of support structures in place to help them get back on course:

- **Personalized Intervention Plans:** For students who are behind in credit accumulation, we develop personalized intervention plans in partnership with the student, their family, and their advisor. These plans are tailored to address the specific challenges the student is facing.
- **Daily Teacher Office Hours:** Teachers are available daily to provide extra help, ensuring that students receive the academic support they need to catch up.
- **Credit Recovery Options:** We offer multiple avenues for credit recovery, including summer school, online courses, and opportunities for evidence of mastery revisions. These options allow students to regain lost credits and stay on track for graduation.
- **Regular Monitoring and Communication:** We closely monitor each student's progress and communicate regularly with families through weekly reports and self-reflection sessions in Advisory. This ensures that any issues are identified early, and support can be provided promptly.
- **Social-Emotional Support:** Our Wellness Counselors provide individual and group services to help students manage the social and emotional challenges that may impact their academic performance.
- **Parental Engagement:** We engage families through regular communication and workshops, empowering them to support their child's journey toward graduation.

Our commitment is to ensure that every student has the opportunity and support needed to reach the 200-credit graduation requirement. Whether students are on track or need additional help to get there, we are dedicated to providing the resources and guidance necessary for their success.

### Type and Frequency of Progress Reporting

To keep students on track for graduation and ensure they meet the 200-credit requirement, we have established a comprehensive progress monitoring and support system. This system includes various types of reports and interventions, all designed to provide timely and actionable feedback to students and families:

- Weekly Achievement Reports: Every week, students and their families receive detailed reports via DeansList, highlighting academic performance, attendance, and any areas needing immediate attention. These reports ensure that everyone is informed of the student's progress in real time.
- **Bi-Weekly Summative Reflection Documents in Advisory:** Every two weeks, students participate in summative reflection sessions during Advisory, where they assess their own progress, set goals, and reflect on their achievements and challenges. These reflections are shared with families to foster open communication and partnership in the student's educational journey.
- Mid-Quarter Progress Reports: Midway through each quarter, students receive progress reports that provide a comprehensive overview of their academic standing. These reports serve as an early indicator of whether a student is on track to meet the quarter's credit accumulation goals.
- Quarter Grades: At the end of each quarter, students receive official grades that reflect their performance across all subjects. These grades are crucial for determining if students are meeting the necessary benchmarks for credit accumulation and academic mastery.
- Real-Time Access via Infinite Campus: Our Student Information System (SIS), Infinite Campus, provides parents with real-time access to their child's mastery ratings on standards and outcomes from content summative assessments. This transparency allows parents to monitor their child's progress continuously and take proactive steps when needed.
- Opportunities for Mastery Revision: We offer students the chance to revise key assignments to improve their mastery ratings. This opportunity not only helps students enhance their understanding but also contributes to their overall credit accumulation and academic success.
- **Student-Led Conferences:** During the second quarter, students lead conferences with their families and advisors. These conferences empower students to take ownership of their learning, articulate their progress, and discuss any support they may need to stay on track for graduation.

Through these comprehensive and consistent monitoring tools, we are committed to supporting every student in meeting their academic goals. For those who may fall behind, our system allows for timely interventions and personalized support, ensuring that all students have the resources and guidance necessary to achieve success and graduate on time.

# **ELEMENT 4: GOVERNANCE**

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

### Operation by or as a Nonprofit Public Benefit Corporation

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 comply with the provisions of Education Code section 47604(b)(1) and shall not operate as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. A for-profit educational management organization and a for-profit charter management organization are entities that manage or operate a 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 amend the bylaws to change the number of governing board members, Charter School shall provide a copy of the amended bylaws to the OUSD Office of Charter Schools ("OCS") within 30 days of adoption.

Charter School will respond to Public Records Act requests in a timely manner and in compliance with the California Public Records Act (Government Code section 6250 *et seq.*).

### **Indemnification of District**

Charter School through this Charter agrees to defend, and indemnify and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "District" and "District Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School's performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns.

# **Governing Board Operation**

Charter School shall follow Education Code section 47604.1, and comply with the Ralph M. Brown Act (Government Code section 54950 *et seq.*); the California Public Records Act (Government Code section 6250 *et seq.*); Government Code section 1090 *et seq.*; and the Political Reform Act (Government Code section 81000 *et seq.*) Charter School shall also comply with the provisions of Education Code section 47604.1(c) with respect to the location of its meetings, and broadcasting its meetings on a two-way teleconference where required.

Charter School shall publicly post all governing board meeting agendas in accordance with the Brown Act. Charter School shall keep accurate records of all governing board meetings, whether they were canceled, rescheduled, or held, and make board meeting documents, including board meeting minutes, available to the public either upon request or by posting on the charter school's website.

Charter School acknowledges the District's statutory right to appoint, at the District sole discretion, a single representative of the District's choosing to the Charter School governing board pursuant to Education Code section 47604(c).

## **Required Notifications to the District**

Charter School shall notify OCS in writing of any citations or notices of workplace hazards; investigations by outside 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, regarding any aspect of Charter School's operations, within one week of receipt of such notices by Charter School. Unless prohibited by law, Charter School shall notify OCS in writing of any internal investigations within one week of commencing investigation. Charter School shall notify OCS within 24 hours of any dire emergency or serious threat to the health and safety of students or staff. This 24-hour notification applies to any allegations of serious misconduct related to student safety or child abuse by any student or adult that occurred on campus.

# **Charter School Records**

Upon receiving a 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.*, regarding rights to access student records, and Education Code section 49069.3 and 49069.5 regarding transfer of records for youth in foster care.

Charter School acknowledges that pursuant to Article XVI section 8.5(e) of the California Constitution, sections 2(e), 6, and 8 of Proposition 98, and sections 33126.1(b), 35256(c), and 35258 of the Education Code require schools, including Charter School to provide certain information in certain formats in certain ways to the general public and specifically to parents of students at Charter School and of the District. Charter School further acknowledges that it has the obligation to provide all of such information to the District that is required by these referenced authorities in a timely manner so that the District may meet its obligations under those authorities as well. To the extent that there is information that the District has, but that Charter School does not have that Charter School needs in order to meet its obligations, the District shall provide the same to Charter School in a reasonably timely manner upon request under Education Code section 47604.3.

Charter School in accordance with Education Code section 47604.3, shall promptly respond to all reasonable inquiries from the District, including but not limited to, inquiries regarding financial records, Letters of Inquiry, and Notices of Concern, and shall consult with the District as needed regarding any such inquiries. Charter School acknowledges that it is subject to audit by District. If the District seeks an audit of Charter School, the District shall assume all costs of such audit. This obligation for the District to pay for an audit only applies if the audit requested is specifically requested by the District and is not otherwise required to be completed by Charter School by law or charter provisions.

### **Charter School Ombudsperson**

Charter School shall ensure that, at all times throughout the term of the Charter, a neutral party, "Ombudsperson", is identified to serve as an independent resource, assisting families and community members in investigating and addressing complaints, conflicts, and other school-related issues. This individual's name and contact information should be clearly articulated in the Charter School's student and family handbook or distributed widely.

### **Legal Structure**

LPS is a duly constituted California nonprofit public benefit corporation formed and organized in accordance with the California Nonprofit Public Benefit Corporations Law. As allowed by law, LPS will hold the charter and operate LPS Oakland, a directly funded independent charter school, as it does other charter schools. The LPS Board of Directors holds ultimate authority for the Charter School's operations and will be responsible for any potential liability of the Charter School. LPS is the Charter School and there is no separate organizational entity operating or constituting the Charter School. All Charter School employees are employees of LPS as one organization. Notwithstanding this organizational structure, LPS will continue its nonprofit corporate existence even if this charter is revoked.

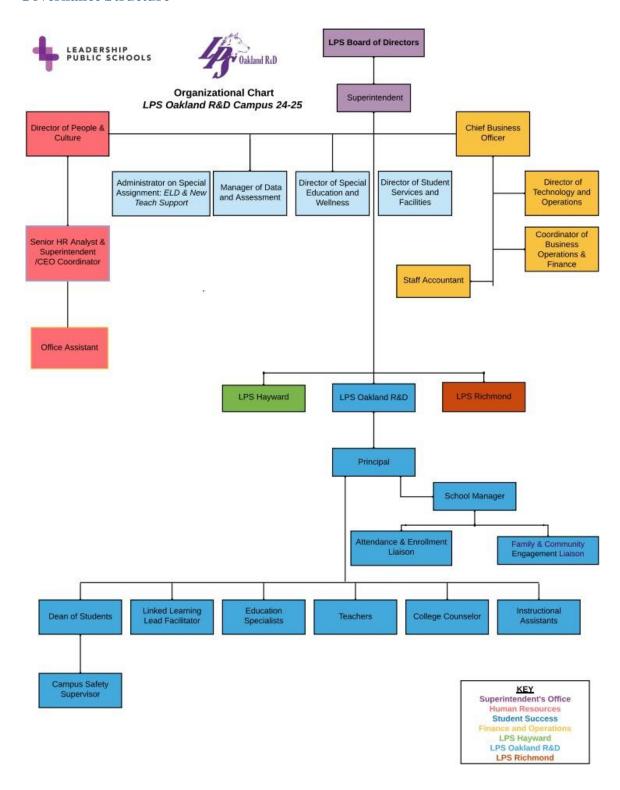
A copy of LPS' Articles of Incorporation, Bylaws and IRS 501(c)(3) tax exemption Determination Letter are included in the appendices of this charter.

LPS Oakland shall operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as may be negotiated between the District and LPS Oakland. LPS Oakland may also operate autonomously in regard to special education services as allowed by statute. Pursuant to the Education Code Section 47604(d), the District shall not be liable for the debts and obligations of the Charter School operated as a California non-profit benefit corporation or for claims arising from the performance of acts, errors, or omissions by the School as long as the District has complied with all oversight responsibilities required by law.

LPS shall be responsible for implementing the Charter Schools Act and any other applicable laws in a good faith manner, and to cooperatively pursue any necessary waivers or approvals (e.g., any State Board of Education requirements or the Charter School's grant applications needing a

Local Educational Agency signature) necessary to implement the charter or seek appropriate funding.

# **Governance Structure**



The Charter School will be governed by a Board of Directors ("LPS Board of Directors") whose members have a legal fiduciary responsibility for the well-being of the organization and the Charter School.

The LPS Board of Directors is composed of a broad cross-section of professionals with the skills necessary to appropriately oversee the operations of the organization. These members have, among other things, experience in education, business, technology, facilities, leadership development and organizational development. Detailed information about LPS Board of Directors, including adopted policies, agendas, minutes and the Governing Board meeting schedule are available to the public and can be found on the LPS website at <a href="www.leadps.org">www.leadps.org</a>. The Charter School Board of Directors will attend an annual in-service for the purposes of training individual board members on their responsibilities with topics to include, at minimum, conflicts of interest and ethics.

LPS has adopted a Conflict of Interest Code that complies with the Political Reform Act, Government Code Section 1090 *et seq.* as set forth in Education Code Section 47604.1, and Corporations Code conflict of interest rules and which shall be updated with any charter school-specific conflict of interest laws or regulations. The LPS Conflict of Interest Policy is also included in the appendices.

#### **Current Board Members**

Name, Position, Expertise	Biography	Term
Jennifer Pellegrine, Chair	Jenn sees school transformation as a powerful part of	2022-2025
	creating equitable and inclusive communities. She	
Board Governance, Strategic	has served as a teacher of mathematics, principal,	
Planning, Education Leadership	executive director, coach, and supports schools and	
	non-profit organizations as an independent	
	consultant. Currently, Jenn coordinates a	
	credentialing program for aspiring education leaders	
	at the San Mateo County Office of Education. Jenn	
	joyfully gives back to her community as a board	
	member and a court-appointed special advocate for	
	foster youth.	
Emmanuel Barrera, Vice Chair	Emmanuel 'Manny' Barrera has over 15 years of	2022-2025
	experience serving in various capacities within K-12	
Education Management &	education. As a Latinx first-generation college	
Talent/Leadership Development,	student, Manny has spent his time in education	
Academic Oversight,	ensuring equitable access to high quality learning	
Educational Leadership, Human	environments for all students through the	
Resources	development of education leaders across the country.	
	From special education inclusion teacher to STEM	
	teacher, multiple school leadership roles and	
	network/district leadership, he worked on codifying	
	and scaling learning & leadership development	
	programs across multiple sites – including co-	
	founding a STEAM summer program as well as an	
	expeditionary dual language school. Manny earned a	

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	B.S. in Biology/Chemistry from St. Mary's	
	University-San Antonio, an M.S. in Cellular Biology	
	from the University of Texas-San Antonio, an M.Ed.	
	in School Leadership Development from the Harvard	
	Graduate School of Education. Dr. Barrea recently	
	completed his doctoral degree, which focused on the	
	cross-section of K-12 education with adult learning	
	and development systems and structures.	
Vaile Fujikawa, Secretary	Vaile Fujikawa is a passionate change maker and	2022-2025
, and I again was a concern.	advocate for societal and educational equity,	2022 2026
Strategic Planning, Educational	possessing a wealth of academic achievements and a	
Leadership, Fundraising,	strong commitment to fostering positive change. With	
Community Engagement	a Master of Teaching from USC and a Master of	
Community Engagement	Library and Information Science from San Jose State	
	University, Vaile's educational background is a	
	testament to her dedication to lifelong learning. She	
	obtained her bachelor's degree from UC Davis, where as a first generation college student, she honed	
	her analytical and critical thinking skills. Currently,	
	Vaile is the Program Manager of the Government	
	Information Center at San Francisco Public Library,	
	leveraging her expertise to ensure open access to	
	information for individuals in the San Francisco Bay	
	Area and beyond. Recognizing the urgent need for	
	equity in education, Vaile chose to actively serve on	
	the board of directors for LPS. She shares LPS's	
	unwavering mission to transform educational	
	outcomes for historically underrepresented students,	
	and is fueled by her genuine passion for ensuring	
	equitable opportunities for all learners. With a	
	dedication to lifelong learning and uplifting unheard	
	voices, Vaile Fujikawa is honored to support a more	
	equitable and inclusive educational system.	
Elizabeth Baham, Director	Dr. Elizabeth Baham, a native of San Francisco and	2023-2026
	longtime advocate for California students, brings	
Strategic Planning, Education	extensive experience in educational leadership with a	
Leadership, Academic	focus on equity, access, and opportunity. She has	
Oversight, Accreditation and	dedicated her career to ensuring that all individuals,	
Compliance, Organizational	especially those historically underrepresented and	
Leadership, Professional	continuously underserved, have access to educational	
Development in Teaching and	opportunities that foster personal growth and	
Learning, Organizational	economic advancement. Baham holds a Doctor of	
Systems Development	Education in Leadership for Educational Equity from	
	the University of California, Berkeley, a Master of	
	Arts in Education from Stanford University, and a	
	Bachelor of Arts in Economics from the University of	
	California, San Diego. Her strategic leadership as an	
	educator and administrator includes expanding	
	educational programs, securing grant funding to	
	support diverse candidates, and creating	
	comprehensive academic initiatives to promote	
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	inclusive access and advancement. In recognition of	
	her work, Dr. Baham received the 2024 James Irvine	
	Foundation Leadership Award for serving California	
	students and creating pathways for nontraditional	
	students to pursue college degrees and career	
	advancement.	
Jocelyn Lee, Director	Jocelyn Lee has been an educator for more than 25	2024-2027
	years and is a graduate of Stanford University with a	
Academic Oversight, Human	bachelor's degree in American studies and a master's	
Resources, Fundraising,	degree in education. Jocelyn has served as a school	
Finance, Education Leadership	leader from the preschool level through high school,	
	providing leadership, guidance, and support to	
	teaching staff and developing practices to help bring	
	about educational equity. Jocelyn has a deep	
	commitment to giving children a positive experience	
	in their educational journeys with a focus on	
	community engagement and family/school bonds.	
	Most recently, Jocelyn has focused on supporting	
	organizations with Diversity, Equity, and Inclusion	
	(DEI) efforts and worked at Reach University as the	
	Director of Special Projects and Academic Affairs.	
	Reach's mission is to help schools grow their own	
	highly effective teachers and leaders. Currently,	
	Jocelyn serves as the Intern and Induction Program	
	Leader for South San Francisco Unified School	
	District. Jocelyn feels lucky to support new teachers	
	who have committed to serving children and their	
	families and believes that a high-quality teacher is	
	one of the most important factors in working toward	
	bringing about educational equity. Jocelyn is	
	passionate about supporting new teachers to persist in	
	the profession and hone their skills in order to make a	
	difference in the lives of children. Jocelyn has two	
	children, a 7th grader, and a 5th grader, and the	
	family enjoys traveling, gardening, camping, and spending time outdoors enjoying nature.	
Irene St. Roseman, Director	Irene St. Roseman, Ed.D is an accomplished	2024-2027
Helie St. Rosellian, Difector	educational leader with extensive experience in	202 <del>4</del> -2021
Strategic Planning, Educational	school leadership, program development, and	
Leadership, Community	culturally responsive education. She has held key	
Engagement, Finance	roles, including Interim Principal at Aspire College	
Engagement, Finance		
	Preparatory Academy and Co-Founder/Founding Head of School at Oxford Day Academy. Irene excels	
	in fostering student achievement, managing large	
	budgets, and creating inclusive, equity-focused	
	environments. With a strong background in staff	
	development, data-driven decision-making, and	
	community partnerships, she is dedicated to	
	improving educational outcomes. Irene holds an	
	Ed.D. and M.A. in Education Leadership from Mills	
LPS Oakland R&D Campus	College and a B.A. in English from SUNY Buffalo.	

The LPS Bylaws provide for a teacher member, parent member, student member and alum on the Board of Directors.

The method of Board election, terms, and replacement are all addressed in detail in the LPS Board of Directors Bylaws, included in the appendices of this charter. Director terms are three years and are staggered. Vacancies are filled by a nominating committee, and approval requires a majority vote by the Board of Directors as required under the law. LPS agrees to provide copies of any changes to the Bylaws to the District. The LPS Board of Directors will allow for the appointment of a director by the District pursuant to Education Code Section 47604(c). If the District chooses to do so, LPS may designate an additional member to ensure that the Board is maintained with an odd number of directors The LPS Board of Directors shall seat the District appointed director upon written notification from the Superintendent of such an appointee from the District Board. Any such appointed director shall have all the rights and privileges of any regular member of the LPS Board of Directors and shall be subject to all the same terms and conditions of office.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board of Directors shall order the inclusion within its membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board of Directors shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

As further outlined in the Board's Bylaws, the LPS Board of Directors is responsible for:

- Upholding the mission and charters of LPS,
- The general policies of LPS,
- Hiring and evaluation of the Superintendent/CEO,
- Approving and monitoring of the Charter School's annual budget,
- Review and approval of the Charter School's independent fiscal audit, including the resolution of any audit findings,
- Review and approval of the Charter School's Local Control and Accountability Plan
- Receipt of funds for the operation of the Charter School in accordance with the charter school laws,
- Solicitation and receipt of grants and donations consistent with the mission of LPS,
- Overseeing the sound operation of a hiring system,
- Approving LPS' personnel policies and monitoring the implementation of these policies by the Superintendent/CEO, Principal or other designee,
- Approval of all changes to the charter to be submitted to the District as necessary in accordance with applicable law,
- Long-term strategic plan for the Charter School and network, and
- Any other responsibilities provided for in the California Corporations Code, the Articles of Incorporation, Bylaws, applicable sections of the Education Code, and this charter, necessary to ensure the proper operation of the School.

## **Governance Procedures and Operations**

The LPS Board of Directors may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established. The LPS Board of Directors may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to a employees of the Charter School, organization, or other responsible parties any of those duties, except where specifically excluded in the bylaws. The LPS Board of Directors, however, retains ultimate responsibility over the performance of those powers or duties so delegated.

### Such delegation will:

- Be in writing;
- Specify the entity designated;
- Describe in specific terms the authority of the Board of Directors being delegated, any
  conditions on the delegated authority or its exercise and the beginning and ending dates
  of the delegation; and
- Require an affirmative vote of a majority of Board members.

At the current time, consistent with best practice, the LPS Board of Directors oversees operations but delegates day-to-day authority to the Superintendent/Chief Executive Officer of LPS, who is responsible for the day-to-day operations but may delegate certain responsibilities to other staff, including the Chief Business Officer, the Vice President for Human Resources, the Director of Operations, their staff, other administrators, and to the Principal at the School.

The Principal may delegate their responsibilities further to other school site staff such as the Dean, counselors, school manager, academic department chairs and/or teachers. Within the context of the LPS Board policies as outlined in the LPS Operations Guide, current school responsibilities include hiring, instructional plan and supervision, student discipline up to suspension, and discretionary budget management.

The Principal is the senior authority at the school site but the final management authority resides with the Chief Executive Officer and the ultimate overall organizational authority resides in the LPS Board of Directors, as indicated above. This is separate from the oversight responsibilities of the District under the Charter Schools Act.

# Meetings

All meetings of the Board shall be conducted in accordance with the Brown Act and Education Code Section 47604.1(c).

- Place of Meetings Pursuant to Education Code Section 47604.1(c), Board meetings shall be held within the physical boundaries of the county in which the charter school is located.
- Annual Meetings An Annual Meeting shall be held in May or June of each year for the
  purpose of electing Directors, making and receiving reports on corporate affairs, and
  transacting other business as comes before the meeting.

- Regular Meetings Regular Meetings shall be held at various times within the year as the Board determines.
- Special Meetings A Special Meeting shall be held at any time called by the Chair or by any three (3) Directors.
- Adjournment A majority of the Directors present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent Directors if the time and place is fixed at the meeting adjourned, except if the meeting is adjourned for longer than 24 hours, notice of the adjournment shall be given as specified in the Bylaws.
- Notices Notices of Board Meetings shall be given as follows: Annual Meetings and Regular Meetings: At least 72 hours prior to the regular meeting, the Board must post an agenda containing a brief general description of each item to be discussed or transacted at the meeting, including items to be discussed in closed session. In addition, the LPS Board and Board Committee Meeting Calendars for the school year are also posted on the website and archived board materials are available on the website or upon request
- Special Meetings: Notice of a special meeting along with an agenda containing a brief general description of each item to be discussed or transacted at the meeting, including items to be discussed in closed session, must be provided 24 hours in advance of the meeting to all the Board and to all media outlets who have requested notification. The notice must also be posted at least 24 hours prior to the meeting.

#### **Committees**

<u>Appointment of Committees</u>. The Board may appoint one or more Board Committees by vote of the majority of Directors. A Board Standing Committee will consist of not less than two Directors, who shall serve at the pleasure of the Board.

<u>Authority of Board Committees</u>. The Board may delegate to a Board committee any of the authority of the Board, except with respect to: The election of Directors; Filling vacancies on the Board or any committee which has the authority of the Board; The amendment or repeal of any Board resolution; The fixing of any compensation for serving on the Board or any committee; The amendment or repeal of Bylaws or the adoption of new Bylaws; The appointment of other committees of the Board, or the members of the committees; The expenditure of corporate funds to support a nominee for Director; The approval of any self-dealing transaction, as defined by the California Nonprofit Public Benefit Corporation Law.

<u>Procedures of Committees</u>. The Board may prescribe the manner in which the proceedings of any Board Committee are to be conducted. In the absence of such prescription, a Board Committee may prescribe the manner of conducting its proceedings, except that the regular and special meetings of the Committee are governed by the provisions of these Bylaws with respect to the calling of meetings.

Bylaws & Decision Making

A quorum consists of 51% of the fixed number of Directors.

Action by the Board Taken at Board Meetings. The actions taken and decisions made by a majority of the Directors present at a meeting duly held at which a quorum is present are the actions and decisions of the Board, except for purposes of electing Directors, appointing committees and delegating authority thereto, or amending the corporation's Bylaws, where the action of a majority of Directors then in office is required by the California Nonprofit Public Benefit Corporation Law or as set out in the Bylaws. The Board may continue to transact business at a meeting at which a quorum was originally present, even though Directors withdraw, provided that any action taken is approved by at least a majority of the quorum required.

Meeting by Telephone or other Telecommunications Equipment. Any LPS Board of Directors meeting may be held by conference telephone, video screen communication, or other communications equipment, in accordance with Brown Act permissions for standard teleconference or videoconference exceptions.

#### **Parental Involvement**

Parents are included in the governance and operation of the Charter School by the creation of an active Parent/Guardian Association, and representation on the LPS Board of Directors. Communications with parents include website updates, Parent/Guardian Newsletters, monthly Parent/Guardian Association meetings, parent-teacher conferences, volunteer opportunities, fundraising, and school surveys, among other things.

All LPS parents are automatically members of the PGA. The PGA will serve as a means for parents to support the Charter School and the education of their children, learn more about Charter School activities and needs, and be more involved with the governance and operations of the Charter School by serving as a forum for voicing their concerns and suggestions about both day-to-day operations and overall policy. Translators are provided when needed. The PGA is also encouraged to utilize the Parent Representative on the LPS Board of Directors for involvement in broader Charter School policy issues.

LPS is committed to working with parents to address parent concerns. Parents will be encouraged to share their ideas and concerns with LPS throughout the school year, directly and via the PGA and Parent Representative on the LPS Board of Directors.

# **ELEMENT 5: EMPLOYEE QUALIFICATIONS**

"The qualifications to be met by individuals to be employed by the charter school." – Ed. Code  $\S$  47605(c)(5)(E)

### **Equal Employement Opportunity and Nondiscrimination**

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 recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment. Charter School further acknowledges that it shall not retaliate against any employee for engaging in protected activity, exercising a protected right, or initiating or pursuing any claim, proceeding, charge or complaint based upon an allegation of discrimination.

# **Teacher Credentialing Requirements**

Charter School shall adhere to all State and federal requirements that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers meet applicable state requirements for certificated employment, including the provisions of Education Code section 47605(1). Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

#### Reporting Educator Misconduct to the California Commission on Teacher Credentialing

Charter School shall comply with Education Code section 44030.5 with respect to reporting the change in employment status to the California Commission on Teacher Credentialing where the change of employment status is a result of an allegation of misconduct, or while an allegation of misconduct is pending, and with Education Code section 44939.5 regarding the reporting of egregious misconduct.

#### **Employment of Felons**

The Charter School shall comply with the provisions of Education Code section 44830.1 and 45122.1 with respect to the submission of fingerprints to the Department of Justice and the employment of persons convicted of violent or serious felonies.

LPS Oakland shall be nonsectarian in its employment practices and all other operations. The Charter School shall not discriminate against any individual (employee or pupil) on the basis of ethnicity, national origin, gender or disability or any of the characteristics listed in Education

Code Section 220 or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics.

### Recruiting and Hiring of Teachers

The Charter School's required teaching qualifications emphasize academic expertise in a chosen field, experience with urban, diverse youth in a classroom, collegiality and openness to collaboration, and competency in using technology to support personalized learning. From experience, we have learned that collegiality and openness to collaboration are particularly important in new and small schools as the community builds a supportive culture. We have also learned that experience in working with urban, diverse students is a critical component of ensuring success for students who are academically struggling or having difficulty dealing with issues that plague urban communities.

LPS Oakland's hiring process is rigorous and aims to involve multiple constituencies. All potential LPS teachers undergo an interview process to best gauge their skill, the extent to which their values align with the mission and culture of the school, and their openness to feedback, and learning and growing as a practitioner. Sometimes candidates have been asked to teach a demo lesson, providing additional insight into their practice. This process allows administrators to gain a sense of the candidate's lesson planning abilities, delivery of instruction, and openness to feedback.

After the initial screening, candidates undergo an interview with a team consisting of the principal, academic dean, and a teacher-leader. While the demo lesson allows candidates to highlight their teaching practice, the interview gives the hiring team insight into teachers' values and working style. In addition to recruiting talented educators in the classroom, LPS Oakland looks for educators who are deeply committed to improving urban education and have a relentless desire to help all students achieve. With many interviews, the principal invites a handful of staff and students to meet candidates, allowing multiple members of the campus community the opportunity to interact with the teacher prior to hire. If the candidate demonstrates strong potential in all domains of the hiring process, an offer is made. Educators provide differentiation so that students can learn at their own pace. Differentiation is provided in the following ways: college-level courses, lesson differentiation, technology, collaboration between content teachers and resource specialists, intervention classes, ELD class, and different forms of media.

#### Staffing and Credentialing

LPS Oakland recruits professional, effective and qualified personnel to serve in administrative, instructional support and non-instructional support capacities. All of the Charter School's employees play a key role in creating a positive school culture and effective learning environment that empowers students academically.

LPS requires fingerprint background clearance and TB clearance on all employees, and all teachers and staff will meet the legal requirements for employment. In accordance with the

requirements of Education Code Section 47605(1), LPS Oakland's teachers will be required to hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019-20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment.

## **Professional Development**

LPS Oakland attracts and retains talented teachers by sharing an exciting vision committed to excellence by creating a professional environment where staff can learn and grow along with their students. To that end, LPS invests heavily in professional development for our staff. Our talented staff are committed to continuing their own learning and refining their practice to stay current in the field ensuring a quality education for all. LPS has weekly collaboration and school site professional development in addition to up to ten professional development days each year. These may include 6 days of summer training to become fluent with our culture and program and 4 days of staff development interspersed throughout the academic year.

Professional development and collaboration occurs on a weekly basis at the site level, virtually, and in person across the four schools of the Leadership Public Schools network. There are also weekly meetings focusing on teaching and learning, and time set aside for teacher collaboration on a monthly basis. Professional development includes cycles of inquiry analyzing the various types of assessment data as well as professional learning communities that continually refine and improve the implementation of the Common Spine.

Principals participate in monthly professional development principal meetings with the LPS Education Team. In addition, Principals participate and/or facilitate LPS network PD and annual retreat planning sessions.

# LPS Oakland R&D Professional Development Trajectory 2024-25

Month	PD Focus	Type	Implementation/Outcome
August	Restorative Justice Practice	General PD	Improved school culture through restorative practices, enhancing conflict resolution and student behavior.
	Culturally Responsive Teaching	General PD	Increased engagement and equity through culturally responsive teaching practices.
	Mastery-Based Grading/Grading for Equity	General PD	Accurate grading reflecting student mastery of content, shifting away from traditional grading methods.
	Scope and Sequence Support	Linked Learning PBL	Collaborative development of rigorous, cohesive units aligned with PBL and academic standards.
	DeansList Training	General PD	Efficient use of DeansList for behavior tracking, communication, and data monitoring.
	NWEA/MAP Test Training	General PD	Better use of MAP data to drive instruction and close achievement gaps.
	Parent Engagement	General PD	Strengthened communication and partnership between school and families to support student success.
September	Securly Training	General PD	Improved student digital safety through monitoring and enforcing acceptable internet usage.
	Google Read and Write Training	General PD	Enhanced student accessibility with digital reading and writing support tools.
	CSTP 5 – Assessing Students for Learning	General PD	Improved assessment strategies that guide instruction and enhance student learning.
	Constructing Meaning: Use Assessment to Refine Instruction	General PD	Better use of assessments to inform and improve instructional practices for English learners.
	ELPAC Training	General PD	Accurate assessment of English learner proficiency, guiding instructional supports and placement.
	Interdisciplinary Project Planning and Modeling	Linked Learning PBL	Development of cross-curricular project plans, aligned with career pathways, for meaningful, real-world student engagement.

Month	PD Focus	Type	Implementation/Outcome
October	Culturally-Responsive Teaching	General PD	Continued focus on equity and engagement through culturally responsive practices.
	Student-Led Conferences	General PD	Increased student ownership of learning through preparation and facilitation of conferences with families.
	Implementation of Grade-Level Interdisciplinary Project	Linked Learning PBL	Execution of interdisciplinary projects aligned with career pathways, providing students with real-world applications of learning.
November	Parent-Teacher Home Visit Training	General PD	Strengthened home-school connections, leading to improved student outcomes through better family engagement.
	CSTP 5 – Assessing Students for Learning	General PD	Enhanced student assessment strategies to support effective teaching.
	Sharing Progress on Media Pathway-Aligned Projects at Conferences	Linked Learning PBL	Students present ongoing media pathway projects during student-led conferences.
December	CSTP 1 – Engaging and Supporting Students in Learning	General PD	Better student engagement through diverse strategies to meet learning needs.
	Constructing Meaning: Backwards Design	General PD	Improved planning using backwards design to ensure lessons are goal-oriented and supportive of English learners.
	Finalize and Complete Interdisciplinary Projects Across Grade Levels	Linked Learning PBL	Completion of semester-long interdisciplinary projects, preparing for exhibitions and final assessments.

Month	PD Focus	Туре	Implementation/Outcome
January	CSTP 2 – Creating and Maintaining Effective Environments	General PD	Development of effective classroom environments that support diverse student needs and well-being.
	Constructing Meaning: Assessing for Instruction	General PD	Enhanced use of formative assessments to inform and adjust instruction for English learners.
	Media Project Exhibition of Learning	Linked Learning PBL	School-wide exhibition showcasing completed media projects, highlighting student achievement and learning.
	Kickoff of Interdisciplinary Project for Semester 2	Linked Learning PBL	Launch of planning for second interdisciplinary project, aligned with career pathways and real-world challenges.
February	CSTP 3 – Understanding and Organizing Subject Matter	General PD	Better organization of content and instruction aligned with curriculum standards.
	Constructing Meaning: Structured Student Talk	General PD	Implementation of structured student dialogue to build language proficiency and academic understanding for English learners.
	PD Prep for Interdisciplinary Project #2	Linked Learning PBL	Professional development sessions focused on preparing for the implementation of the second interdisciplinary project.
March	CSTP 4 – Planning Instruction and Designing Learning Experiences	General PD	Improved lesson planning that is intentional, inclusive, and standards-aligned.
	Constructing Meaning: Structured Student Talk	General PD	Continued focus on structured dialogue to support academic discussions and language development.
	Implementation of Interdisciplinary Project #2	Linked Learning PBL	Begin the execution of the second interdisciplinary project, engaging students in cross-curricular work aligned with career pathways.

Month	PD Focus	Туре	Implementation/Outcome
April	CSTP 6 – Developing as a Professional Educator	General PD	Growth in professional practice, reflective teaching, and collaborative learning.
	Continued Interdisciplinary Project Implementation	Linked Learning PBL	Ongoing support and project execution for the interdisciplinary project, ensuring alignment with academic and career pathways.
May	Prepare for End-of-Year Celebrations and Exhibitions of Learning	General PD	Collaborative preparation for school-wide celebrations and exhibitions, showcasing student work and achievements.
	Wrap-Up PD Support for Implementing Project #2	Linked Learning PBL	Professional development focused on finalizing the implementation of the second interdisciplinary project and preparing for exhibitions.
	Data Review Session	General PD	Analyze student data to inform planning for summer interventions and the following school year.
June	Host End-of-Year Celebrations and Exhibitions	General PD	Execution of celebrations and exhibitions, highlighting student accomplishments and learning throughout the year.
	Exhibitions of Learning, Including Projects	Linked Learning PBL	Final exhibitions where students present interdisciplinary projects, demonstrating career readiness and applied learning.
	Data Review Session	General PD	Continue data review to solidify plans for summer and next year's interventions and instructional strategies.

Additional detail on Leadership Public Schools' network-wide professional development days can be found in the appendices of this charter.

## Performance Management

LPS teacher effectiveness expectations are defined by the California Standards for the Teaching Profession (CSTPs). Teachers who are not making adequate progress go onto a Performance Assistance plan and are supported by peer coaches as well as an administrator. The rubric also provides a framework for ongoing walk-throughs and peer observations which are not part of the evaluation system but rather form the basis for teacher inquiry.

The CSTPs also form the basis for the LPS Career Ladder of Novice, Proficient, Accomplished, and Master Teacher. Master Teacher candidates submit a portfolio demonstrating expert level teaching in four domains of the rubric: Planning, Preparation and Delivery of Instruction (25%); Assessment, Monitoring and Follow Up (20%); Classroom Management and Culture (10%); Professionalism and the Leadership Way (15%). An additional section, Student Achievement (30%) includes attainment and growth measures as well as evaluation of student work. The portfolio includes both artifacts and videos and draws from the processes of National Board Certification but is not identical. In June of every year, a Network- wide peer-review panel of four teachers and four administrators with representation from all sites and across subject areas makes promotion decisions to Master Teacher status based on a review of the portfolio and a question-and-answer session with each candidate. Included in the review is a presentation to the panel allowing panel members to ask clarifying questions from their prior portfolio review. The review protocols draw on the University promotion process. Lastly, the process to become a Master Teacher also includes the design of an individualized Master Teacher role description in tandem with the site principal.

The Master Teacher designation represents both a role and the achievement of an Innovating level of teaching on the LPS CSTP Teaching Rubric.

*Supervision and Evaluation of Teachers and Administrators* 

The Principal is the instructional leader and key person at the Charter School responsible for supervising the teachers and non-instructional staff at the Charter School. The Principal is responsible for guiding the Charter School student achievement outcomes as outlined in the LCAP. Qualifications for the Principal include proven effectiveness in implementing the LPS vision.

Teachers are observed informally on a regular basis with two formal observations annually. A formal evaluation based on criteria from the LPS Effective Teaching Rubric and goal setting sessions occurs annually with a mid-year evaluation for new and emerging teachers. Principals are evaluated annually by the Superintendent – CEO, or Chief Academic Officer with a midyear data review.

LPS is committed to compensating teachers for experience, competency, professional advancement, continuous learning, and demonstrated skill acquisition. There are four specific components to our structure: base pay, supplements for professional certifications, responsibility stipends, and group performance-based recognition.

#### Compensation

<u>Base Pay Scale</u>. LPS' program includes placement based upon experience with step increases. Teachers move across pay columns based on attaining the elements of LPS' Teacher Career Ladder Rubric.

<u>Group Performance-Based Recognition Programs</u>. LPS offers two performance-based group recognition programs, a Gainsharing Bonus and an Academic Performance Bonus. All school employees working half-time or more are eligible to participate, with bonuses pro-rated for partime or partial-year staff. The bonuses will be paid annually at the end of September and are paid only to returning staff, in order to encourage retention.

### **Employee Positions and Qualifications**

# **Principal**

#### Essential Duties

- Provide instructional leadership aligned to Common Core State Standards to ensure effective teaching and learning
- Ensure differentiated professional development for all staff
- Lead on creating equitable classroom management practice
- Promote and maintain a strong college/career-going culture
- Develop staff's ability to differentiate instruction to meet individualized student needs as determined by diagnostic and formative assessment data
- Create and maintain a positive school culture rooted in inclusivity and restorative practices
- Serve on school and network committees as assigned
- Provide direct coaching and instructional guidance to staff
- Plan and provide professional development in collaboration with others
- Model identity-safe, culturally-relevant pedagogical practices
- Model effective use of differentiated instructional strategies for diverse learners
- Model successful classroom management strategies
- Observe staff and debrief the observations to improve teaching practices
- Provide staff with regular constructive feedback
- Conduct staff evaluations using LPS-approved evaluation rubrics
- Make instructional decisions based on student performance and make recommendations for best practices
- Support student discipline in collaboration with admin team
- Plan and facilitate student, family, and community meetings and activities
- Maintain communication with caregivers as needed
- Lead and participate in charter renewal, WASC accreditation, Federal Program Monitoring
- Produce data/reports for local, state, and federal compliance
- Ensure compliance with local, state, and federal mandates
- Oversee and participate in student recruitment and enrollment process

- Collaborate with Human Resources in the recruitment and retention of staff
- Partner with Network Operations and Facilities staff to ensure maintenance of the school site
- Build and maintain positive relationships with the authorizing school district, county office of education, and other local, state, and federal partners
- Develop positive relationships with school community that are aligned with LPS' culture and values
- Contribute to the cultivation of strong and cohesive professional learning communities

### **Qualifications**

# **Education and Experience**

Any combination equivalent to:

- a bachelor's degree from an accredited university
- 5 years of successful high school experience as a teacher and/or administrator

### **Licensing and Other Requirements**

- Valid California Teaching Credential
- Valid California Administrative Services Credential
- Employment eligibility that includes fingerprint, tuberculosis, and/or other employment clearances

### Knowledge of

- Instructional programs, methods, and practices that accelerate student learning and achievement
- Leadership development practices and effective supervision and performance evaluation
- California standards, curriculum frameworks and current research-based practices and trends as they relate to work scope
- Culturally-responsive pedagogy
- Adult learning principles and change management theory
- Effective professional development practices, including data-based inquiry

#### Skills and Ability to

- Support, monitor and evaluate instructional program effectiveness
- Use and analyze data to develop action plans
- Implement collaborative and team building processes
- Plan, implement, and monitor high-leverage professional development
- Facilitate dissent and conduct difficult and constructive conversations effectively
- Provide timely and actionable feedback, including officially evaluating staff performance
- Provoke, inspire and motivate people to make progress toward goals
- Communicate effectively both orally and in writing
- Work effectively across diverse communities
- Manage various projects and/or demands demonstrating flexibility and effective timemanagement skills

#### **Dean of Students**

#### Essential Duties

- Analyze data consistently to plan, develop, implement, monitor and coordinate a positive school culture
- Monitor student discipline and attendance data to implement systematic and targeted interventions
- Establish effective and research-based school-wide restorative practices
- Model restorative justice approach to student discipline
- Train others in restorative justice approach to discipline
- Facilitate restorative conversations between/among students/staff
- Coordinate student re-entry from suspensions
- Compile and utilize timely data consistently to address targeted areas of school culture and climate
- Collaborate with staff to recommend best practices and identify appropriate disciplinary action
- Communicate and effectively and collaborate with students, families, staff and support agencies to ensure positive outcomes
- Develop and coordinate student programs to promote positive student culture and climate
- Serve on school leadership teams as assigned
- Develop positive relationships with school community that are aligned with LPS' culture and values

#### **Qualifications**

#### **Education and Experience**

Any combination equivalent to:

- a bachelor's degree from an accredited university
- Minimum of one year of successful student discipline experience
- Minimum of one year of successful experience planning and facilitating professional development

#### Licensing and Other Requirements

- Employment eligibility that may include fingerprints, tuberculosis and/or other employment clearance
- Bilingual proficiency in Spanish highly desired
- Valid California Drivers' License

#### Knowledge of

- Restorative justice approach to discipline
- Restorative practices
- Current research-based practices and trends as they relate to work scope
- Culturally-responsive pedagogy
- Adult learning principles and change management theory
- Effective professional development practices, including data-based inquiry

## Skills and Ability to

- Assess, support, and monitor behavioral program effectiveness
- Use, analyze and develop action plans from data
- Implement collaborative and team building processes
- Plan, implement and monitor high-leverage professional development
- Facilitate dissent and conduct difficult and constructive conversations effectively
- Provide timely and actionable feedback
- Provoke, inspire and motivate others to achieve goals
- Communicate effectively both orally and in writing
- Work effectively across diverse communities
- Manage various projects and/or demands demonstrating flexibility and effective timemanagement skills
- Demonstrate tact and confidentiality to earn the trust and respect of the LPS community to leverage student support options

# **Linked Learning Lead Facilitator**

#### Essential Duties

- Establish effective relationships with industry experts, employers, community colleges, and other local and regional agencies
- Facilitate the use of data to guide the school site's CTE pathway development and expansion Evaluate the existing school site's CTE pathways regularly
- Evaluate site staff as assigned
- Plan and facilitate student, family, and community-wide college and career exploration meetings, presentations, and activities for the site in collaboration with other school site's or network staff including off-site opportunities
- Coordinate site dual/concurrent enrollment opportunities at community colleges
- Collaborate with the school site principal, the schools' leadership team, counselors and staff on course registration and master scheduling
- Collaborate with the school site principal on post-secondary opportunities to assist with the principal's leadership of the school's overall instructional program
- Research, apply for, and monitor school site grant funding for college and career pathways
- Provide technical assistance to inform the development and implementation of CTE curriculum
- Support staff collaboration to ensure sequential site CTE courses align with regional postsecondary pathways
- Facilitate the use of data to identify existing pathways and their gaps among K12 and community colleges and help make recommendations for furthering site pathway development
- Inform and support the development and implementation of school site's career exploration embedded in the site CTE pathways
- Encourage and facilitate the intersegmental work between site and Community Colleges
- Collaborate with the site principal to develop and implement progress monitoring tools and systems

- Develop and make presentations to internal and external groups as directed
- Provide professional development as directed
- Plan, implement, and monitor network-wide family workshops and events and professional development
- Serve on committees and attend meetings as assigned
- Collect and maintain accurate student data on postsecondary opportunities
- Develop positive relationships with the network that are aligned with LPS' culture and mission
- Support postsecondary transitions and completion

## Qualifications

#### **Education and Experience**

Any combination equivalent to:

- a bachelor's degree from an accredited university
- Minimum of three years of career pathway experience
- State and federal grant reporting, that may include program evaluation experience preferred
- Four years of successful experience in diverse high school educational setting(s) preferred
- Grant-writing experience preferred

# **Licensing and Other Requirements**

- Valid California Credential
- Valid California Administrative Services Credential or Eligibility Preferred
- Employment eligibility that may include fingerprints, tuberculosis and/or other employment clearance
- Valid California Drivers' License
- Bilingual proficiency in Spanish highly desired

# Knowledge of

- Knowledge of Student Information systems
- Dual and concurrent enrollment
- Trade school application process
- Resources and opportunities available to high school graduates
- Culturally-responsive pedagogy
- Adult learning principles and change management theory
- Effective professional development practices, including data-based inquiry
- Career exploration and labor market information
- California standards, curriculum frameworks and current research-based practices and trends as they relate to work scope
- CTE programs and pathways

### Skills and Ability to

- Support, monitor and evaluate program effectiveness
- Use and analyze data to develop action plans

- Implement collaborative and team building processes
- Plan, implement, and monitor high-leverage presentations and events
- Facilitate dissent and conduct difficult and constructive conversations effectively
- Provide timely and actionable feedback
- Provoke, inspire and motivate people to make progress toward goals
- Communicate effectively both orally and in writing
- Work effectively across diverse communities
- Manage various projects and/or demands demonstrating flexibility and effective timemanagement skills
- Able to analyze and effectively respond to student data
- Embody a learner's stance
- Model growth mindset to support all students, regardless of learner profile, to achieve academically rigorous standards

### **College Counselor**

#### Essential Duties

- Develop, coordinate and facilitate college/career-related events including workshops, events, and tours
- Develop and monitor graduation plans for all assigned students
- Monitor college and career plans
- Meet with students 1:1 to assess individual progress on graduation and college/career plans and promptly modify and procure support as needed
- Communicate college and career progress monitoring to staff and families as directed
- Oversee the leadership advisory programs, including developing advisory curriculum and coaching advisors
- Collaborate with staff to ensure positive college and career progress including referral to summer school, credit recovery, and/or services provided by outside agencies
- Maintain student transcript data with accuracy and integrity
- Develop student and family programs to promote college and career culture
- Develop and oversee advisory curriculum focused on college and career culture
- Compile and report student graduation, college, and career data as assigned
- Serve on school leadership teams as assigned
- Develop positive relationships with school community that are aligned with LPS' culture and values

#### Qualifications

### **Education and Experience**

Any combination equivalent to:

- a bachelor's degree from an accredited university
- Minimum of one year of successful experience working with first-generation college bound students

### Licensing and Other Requirements

- Valid California Pupil Personnel Services (PPS) Counseling Credential, enrolled in a PPS program, or intent to enroll in a PPS program
- Employment eligibility that may include fingerprints, tuberculosis and/or other employment clearance
- Valid California Drivers' License
- Bilingual proficiency in Spanish highly desired

# Knowledge of

- Effective academic counseling strategies
- College application process
- Student financial aid application process
- California DREAM Act application process
- Trade school application process
- Resources and opportunities available to high school graduates
- Culturally-responsive pedagogy
- Adult learning principles and change management theory
- Effective professional development practices, including data-based inquiry

### Skills and Ability to

- Manage a large caseload of students with a variety of academic and socio-economic needs
- Support, monitor and evaluate progress towards college and career readiness
- Compile and analyze to develop action plans based on high standards and including measurable objectives
- Implement collaborative and team building processes
- Plan, implement and monitor high-leverage student and family workshops and events and professional development
- Facilitate dissent and conduct difficult and constructive conversations
- Provide timely and actionable feedback
- Provoke, inspire and motivate people to make progress toward goals
- Communicate effectively both orally and in writing
- Work effectively across diverse communities
- Maintain confidentiality
- Travel to conduct business
- Work a flexible schedule as directed

#### **Attendance and Enrollment Liaison**

#### Essential Duties

#### **Attendance Duties**

 Perform various duties involved in student attendance accounting, record-keeping, and reporting activities; provide accurate reporting for daily attendance activities and update attendance data and records for required ADA reporting.

- Verify, process and record excused and unexcused absences; retrieve and log absence calls from automated recorder; process and verify student absence notes and information from parents and others; contact parents to verify absences as needed.
- Utilize a computer to input and update attendance and other student information; establish and maintain automated student records; generate various computerized lists, reports, and documents related to students, attendance, and assigned activities; code attendance data as required.
- Compile data and prepare and maintain various records, logs, and reports related to attendance, tardies, students, enrollment, truancy, telephone calls, and assigned activities; prepare regular and periodic mandated attendance reports for the State; establish and maintain filing systems.
- Prepare, print, distribute, collect, verify, process, sort and file student, attendance, disciplinary and various other forms; prepare monthly ADA report; review forms for accuracy and completeness; make corrections or request additional information as needed; duplicate materials as needed; scan forms as required.
- Issue passes to students who are late or returning after an absence; issue off-campus passes to students for doctor and dental appointments, illness, and various other needs as assigned.
- Compose, type, and distribute various correspondence such as lists, letters, rosters, labels, guest passes, fliers, and handbooks; prepare materials for mailing and distribution as assigned in both physical and electronic formats.
- Monitor student attendance and assist with identifying attendance issues and discrepancies; communicate truancy issues and report excessive absences to appropriate personnel; monitor students sent to the office for discipline as required.
- Communicate with Home Office personnel, parents, students, and various outside agencies to exchange information and resolve issues or concerns; initiate and receive telephone calls; serve as backup receptionist and screen and direct calls to appropriate personnel as needed.
- Set up an automated calling system to notify parents of student absence, tardy and disciplinary information as required; operate various office equipment including a copier, computer, and assigned software; perform minor maintenance on equipment as needed.
- Provide general assistance and information to parents, staff, faculty, and others
  concerning attendance and related discipline issues, information, policies, and procedures
  as requested; greet, assist, and direct parents and other visitors to appropriate personnel as
  needed.

#### **Enrollment Duties**

- Design and implement outreach activities aimed at recruiting middle school students to LPS.
- Implement an outreach plan designed to recruit and attract African-American and Latino students to reflect the community and authorizing district.
- Meet incoming freshmen enrollment targets and designated targets for all other grade levels.
- Manage the entire application process, from collecting interest forms, preliminary applications, the whole application plus necessary paperwork, including communicating with families via mail, phone, and e-mail in a responsive and timely manner.

- Monitor and manage the Enrollment team: parents/guardians, teachers, and students, designed to attract a diverse student body.
- Coordinate outreach and recruitment events, such as evening enrollment information sessions for interested families and students.
- Organize and lead the enrollment activities.
- Monitor and track the students' application information.
- Manage the assessments of the incoming freshmen students in the Spring.
- Coordinate with school leadership to plan the Spring and Summer Student Orientations.
- Coordinate with school leadership to plan the logistics of summer Freshman Retreat.
- Manage the waiting lists and the admittance of students throughout the school year.

## Qualifications

## **Education and Experience**

Any combination equivalent to:

• Two-year degree and/or equivalent experience and experience to demonstrate the knowledge and abilities listed in the job description.

## **Licensing and Other Requirements**

- Employment eligibility that may include fingerprints, tuberculosis and/or other employment clearance.
- Bilingual proficiency in Spanish preferred
- Valid California Drivers' License

#### **School Manager**

#### Essential Duties

- Manages all administrative school office functions
- Oversees attendance, enrollment, and student records in partnership with other office staff
- Coordinates communication to school community
- Initiate, receive, and direct telephone calls
- Receive and distribute deliveries
- Open, stamp, and distribute mail daily
- Oversee and reconcile requisitions and purchase orders
- Maintains inventory of office and school supplies
- Manages petty cash, bank deposits, credit card reconciliation
- Maintain and update all documents
- Oversee lunch program and its compliance with state and federal regulations
- Manages staff absences and ensure coverage when needed
- Support staff with administrative tasks and projects
- Creates, maintains, and updates standard operating procedures for the school office
- Manage logistics for meetings, professional developments, retreats and other convenings
- Compose correspondence, records, and documents related to assigned activities
- Input a variety of data into computer systems and databases

- Compile information and prepare and maintain a variety of records and reports related to school programs and activities
- Create presentations, spreadsheets, forms, and other documents
- Maintains school website
- Collaborates with day porters and custodial staff to ensure a well-maintained facility
- Supervises office staff as assigned
- Participates in site and network professional development, committees, and meetings as assigned
- Develop positive relationships with school community that are aligned with LPS'
- culture and values

## Qualifications

## **Education and Experience**

Any combination equivalent to:

- Graduation from high school
- Minimum of three years of clerical experience with increased responsibilities at a school preferred
- Supervisory experience preferred

## **Licensing and Other Requirements**

- Employment eligibility that may include fingerprints, tuberculosis and/or other employment clearance
- Bilingual proficiency in Spanish
- Valid California Drivers' License

#### Knowledge of

- Office practices, procedures, and equipment
- Telephone techniques and etiquette
- Google Suite and Microsoft Office and other computer systems and assigned software applications
- Methods of collecting and organizing data and information
- Oral and written communication skills
- Interpersonal skills using tact, patience, and professionalism

#### Skills and Ability to

- Perform clerical support duties
- Answer telephones and greet the public professionally
- Create simple presentations, forms, and other documents
- Learn, interpret, apply, and explain applicable laws, codes, rules and regulations, and school policies
- Assist in ensuring smooth and efficient office operations
- Operate a variety of office equipment
- Communicate effectively both orally and in writing
- Understand and follow oral and written directions
- Complete work with many interruptions

- Meet schedules and timelines
- Work effectively across diverse communities
- Manage various projects and/or demands demonstrating flexibility and effective timemanagement skills
- Demonstrate tact and confidentiality to earn the trust and respect of the LPS community to leverage student support options

## Family and Community Engagement Liaison

#### Essential Duties

- Work closely with the Attendance & Enrollment Liaison and site administrators to support student enrollment needs.
- Coordinate with parents for student enrollment events.
- Support the Parent Guardian Association.
- Work alongside parents to increase meaningful parent/guardian school involvement.
- Responsible for assisting school leadership and other staff to facilitate family outreach communication.
- Participate in meetings related to students' social-emotional learning and academic and social interventions
- Work closely with the school leadership.
- Conduct home visits to promote student achievement and parent/guardian involvement.
- Assist administrative staff by establishing and maintaining contact with families and community organizations.
- Connect families with community resources and other support services.
- Refer students and/or their families to outside agencies for appropriate intervention.
- Establish a network of community resources to service students.
- Assist in organizing English Learner Advisory Committee (ELAC) and other parent meetings.
- Assist administrative staff in providing crisis management, intervention, and access to educational services to students.
- Provide or coordinate language interpreting support.
- Assist with evaluation of parent involvement activities and trainings.
- Conduct home visits to families.
- Facilitate trainings for families of targeted students regarding how to successfully navigate the school culture.
- Facilitate trainings for families of targeted students regarding how to provide support for academic success.
- Support the Western Association of Schools and Colleges (WASC) self-study and Charter Renewal processes.

## **Qualifications**

## **Education and Experience**

Any combination equivalent to:

• Two-year degree and/or equivalent experience and experience to demonstrate the knowledge and abilities listed in the job description.

## **Licensing and Other Requirements**

- Employment eligibility that may include fingerprints, tuberculosis and/or other employment clearance.
- Bilingual proficiency in Spanish preferred
- Valid California Drivers' License

## Knowledge of

- Crisis intervention, assessment, and counseling principles.
- Deal effectively with divergent needs of students and families in situations of potential conflict.
- Oral and written communication skills.
- Interpersonal skills using tact, patience and courtesy.
- Basic record-keeping techniques.
- Operation of a computer and assigned software.

## Skills and Ability to

- Demonstrated ability to plan, organize, and facilitate meetings.
- Demonstrated ability to work with diverse linguistic communities and cultures.
- Strong interpersonal and leadership skills.
- Critical thinking skills, as well as the ability to multitask.
- The ability to create clear and comprehensive reports using word-processing software and/or spreadsheet and databases.
- The ability to interview effectively and secure the cooperation of students and their families in obtaining pertinent personal information.

#### **Campus Safety Supervisor**

## Essential Duties

- Develop positive relationships with the school community that are aligned with LPS' culture and values.
- Greet and assist students, families, staff, and visitors.
- Patrol and supervise campus to ensure students are safe, orderly, and within supervised areas; assure non-students are authorized visitors; monitor lunch areas, walkways, restrooms, parking lots and adjacent areas.
- Use best verbal practices and techniques to deescalate student conflicts.
- Enforce school and Network rules, regulations, and procedures; respond to complaints from students, teachers, parents, and others; investigate and report unusual, suspicious or criminal activities; investigate and report instances of graffiti and vandalism to the administration.

- Monitor student behavior and activity before and after school and during passing periods, breaks, and lunchtime; support students to arrive to class on time; verify that students have proper permission slips outside of classrooms during instruction periods.
- Confer with students, administrators, faculty, staff, and others concerning student behavior and assigned activities; interview students, staff, and others concerning incidents; report incidents involving students and the public to appropriate staff, faculty, or administrator.
- Escort and direct authorized visitors to desired destinations; provide general information and assistance; escort students to and from administration offices; escort students as requested by administrators; verify that students have proper authorization before leaving campus.
- Monitor campus for illegal activity; search for and confiscate illegal possessions as directed; provide information to, confer with, and assist law enforcement agencies concerning legal matters involving students.
- Monitor security cameras and operate a variety of equipment such as a two-way radio, breathalyzer, computer and health screening equipment
- Provide security during sporting or other special events and activities; assist in preparing for and clean up after various events and activities
- Maintain traffic control in parking lots as directed; assure cars are properly and legally parked as directed
- Monitor and control student behavior during locker room, classroom, detention, and other designated activities as required.
- Lock and unlock doors and gates as appropriate; assist students with opening lockers as needed.
- Respond to emergencies and report to the office or appropriate emergency personnel as needed.
- Maintain routine records related to assigned activities.
- Participate in various other assigned activities such as cleaning lockers, taking photographs, conducting campus tours, reviewing school camera footage, and picking up and distributing materials.

## Qualifications

#### **Education and Experience**

Any combination equivalent to:

- Any combination equivalent to: graduation from high school and sufficient training and experience to demonstrate the knowledge and abilities listed in the job description
- Licensing and Other Requirements
- Employment eligibility that may include fingerprints, tuberculosis and/or other employment clearance
- Bilingual proficiency in Spanish highly desired
- Valid California Drivers' License

## Knowledge of

- Proper methods of individual and group supervision.
- Basic interests, attitudes and emotional development of adolescents.

- Oral and written communication skills.
- Health and safety regulations.
- Interpersonal skills using tact, patience and courtesy.
- Basic record-keeping techniques.
- Operation of a computer and assigned software.

## Skills and Ability to

- Patrol and supervise campus activities to assure the safety and security of students, staff and visitors in non-classroom activities.
- Assure student compliance with school and Network rules and procedures.
- Investigate occurrences of property damage and suspicious or criminal activity.
- Learn, interpret, apply and explain rules, policies and regulations.
- Prevent or deescalate student conflicts and fights.
- Establish and maintain cooperative and effective working relationships with others.
- Understand and follow oral and written instructions.
- Maintain routine physical and electronic records related to assigned activities.
- Determine appropriate action within clearly defined guidelines.
- Communicate effectively both orally and in writing.
- Observe health and safety regulations.

#### **Teacher**

#### Essential Duties

- Teach classes as assigned
- Utilize effective and research-based academic assessment strategies
- Collect and analyze student data results consistently to monitor progress and differentiate instruction to accelerate academic achievement
- Differentiate instructional strategies to ensure students are motivated, engaged, challenged and accommodated based on diverse learning styles
- Participate in IEP meetings as assigned
- Practice identity-safe, culturally-relevant pedagogy
- Provide students with regular constructive feedback to promote achievement
- Plan units, lessons, and formative assessments
- Compile and maintain records, such as attendance, behavior, and academic data
- Develop positive relationships with school community that are aligned with LPS' culture and values
- Contribute to the cultivation of strong and cohesive professional learning communities
- Communicates clearly and timely with parents/caregivers and colleagues to enhance learning opportunities
- Participate in site and network professional development, meetings, and events as assigned
- Serve on school leadership teams or committees as assigned

## Qualifications

## Education, Training, and Experience

Any combination equivalent to:

• a bachelor's degree from an accredited university

## **Licensing and Other Requirements**

- Valid California Teaching Credential with English Learner Authorization
- Employment eligibility that includes fingerprint, tuberculosis, and/or other employment clearances

## Knowledge of

- Instructional programs, methods, and practices that differentiate and accelerate student learning and achievement
- Leadership development practices and effective supervision
- California standards, curriculum frameworks and current research-based practices and trends related to work scope
- Culturally-responsive pedagogy
- Adult learning principles and change management theory
- Effective professional development practices, including data-based inquiry

### Skills and Ability to

- Motivate, inspire and engage students
- Support, monitor and evaluate instructional program effectiveness
- Use and analyze data to accelerate student achievement
- Guide students to analyze and improve their study methods and habits
- Implement collaborative and team building processes
- Plan, implement, and monitor high-leverage professional development
- Facilitate dissent and conduct difficult and constructive conversations effectively
- Provide timely and actionable feedback
- Use technology to strengthen the teaching/learning process
- Communicate effectively both orally and in writing
- Work effectively across diverse communities
- Manage various projects and/or demands demonstrating flexibility and effective timemanagement skills

## **Education Specialist**

#### Essential Duties

- Providing direct instruction/support to students whose needs were identified in an IEP developed by the IEP team
- Plan and direct a variety of programs, projects, and activities as it relates to special education
- Plan, lead, and participate in IEP meetings to review the student's achievement and progress toward meeting annual goals and objectives
- Demonstrate teaching strategies and utilizing materials considered appropriate and effective

- Utilize assessment results in developing IEP goals and objectives
- Plan and deliver rigorous and differentiated lessons
- · Provide an environment of effective classroom management and student efficacy
- Use data to inform student support
- Coordinate results of assessments with service providers and Director of Special Education and Wellness to prepare a multi-disciplinary team report at each initial or triennial review
- Providing technical expertise to teachers and staff as it relates to serving students with IEPs providing emphasis on meeting state requirements for a diploma, college admission, and preparation for adult life
- Provide consultation to school staff and parents which may relate to student assessment, specialized instruction or behavior management
- Practice identity-safe, culturally-relevant pedagogy
- Provide students with regular constructive feedback to promote achievement
- Compile and maintain records, such as attendance, behavior, and academic data to progress monitor and report on meeting IEP goals
- Develop positive relationships with school community that are aligned with LPS' culture and values
- Contribute to the cultivation of strong and cohesive professional learning communities
- Communicates clearly and timely with parents/caregivers and colleagues to enhance learning opportunities
- Participate in site and network professional development, meetings, and events as assigned
- Serve on school leadership teams or committees as assigned

#### **Qualifications**

#### Education, Training, and Experience

Any combination equivalent to:

• a bachelor's degree from an accredited university

## **Licensing and Other Requirements**

- Valid California Education Specialist Credential with English Learner Authorization
- Employment eligibility that includes fingerprint, tuberculosis, and/or other employment clearances

#### Knowledge of

- Local, state, and federal laws as it relates to special education
- Instructional programs, methods, and practices that differentiate and accelerate student learning and achievement
- Leadership development practices and effective supervision
- California standards, curriculum frameworks and current research-based practices and trends related to work scope
- Culturally-responsive pedagogy
- Adult learning principles and change management theory
- Effective professional development practices, including data-based inquiry

## Skills and Ability to

- Motivate, inspire and engage students
- Support, monitor and evaluate instructional program effectiveness
- Use and analyze data to accelerate student achievement
- Guide students to analyze and improve their study methods and habits
- Implement collaborative and team building processes
- Plan, implement, and monitor high-leverage professional development
- Facilitate dissent and conduct difficult and constructive conversations effectively
- Provide timely and actionable feedback
- Use technology to strengthen the teaching/learning process
- Communicate effectively both orally and in writing
- Work effectively across diverse communities
- Manage various projects and/or demands demonstrating flexibility and effective timemanagement skills

#### **Instructional Assistant**

#### **Essential Duties**

- Provide instructional support to individual or small groups of students
- Assist students in completing classroom assignments, homework, and projects across various subject areas
- Provide students with socioemotional support
- Confer with other instructional staff in adapting lesson plans and materials to meet student needs
- Collect and maintain accurate records and files related to student progress
- Communicate with staff and administrators to provide updates on student progress or areas of concern
- Participate in meetings as assigned
- Develop positive relationships with the school-community aligned with LPS' culture and values

## Qualifications

#### **Education and Experience**

Any combination equivalent to:

- Two years of college (48 units), or A.A. degree (or higher)
- One-year of successful work experience in education preferred

#### <u>Licensing and Other Requirements</u>

- Employment eligibility that may include fingerprints, tuberculosis and/or other employment clearance
- Bilingual proficiency in Spanish highly desired

## Knowledge of

- Guiding principles and practices related to students with special needs
- Subjects taught in schools, including basic and advanced arithmetic, grammar, spelling, language, history, science, and reading
- Engaging instructional methods and techniques
- Correct English usage, grammar, spelling, punctuation, and vocabulary
- Graduation and college admission requirements
- Acceptable school and classroom policies and procedures
- Behavior management
- Operation of standard office and classroom equipment
- Interpersonal skills using tact, patience, and professionalism
- Basic record-keeping and report preparing techniques

## Skills and Ability to

- Assist with instruction and related activities in a classroom or assigned learning environment
- Reinforce instruction to individual or small groups of students
- Manage a range of student behaviors
- Assist in the preparation of instructional materials
- Perform routine clerical duties
- Understand and relate to students with special needs
- Establish and maintain cooperative and effective working relationships with others
- Communicate effectively both orally and in writing
- Demonstrate an understanding, patient, and receptive attitude towards students with special needs
- Collect data, monitor, and observe and report student behavior and progress

## **Special Education Instructional Assistant**

#### Essential Duties

- Provide instructional support to individual or small groups of students with IEPs
- Assist students in completing classroom assignments, homework, and projects across various subject areas
- Assist with implementation of IEP goals in collaboration with Education Specialists and classroom teachers
- Provide students with socioemotional support
- Confer with other instructional staff in adapting lesson plans and materials to meet student needs
- Collect and maintain accurate records and files related to student progress
- Communicate with staff and administrators to provide updates on student progress or areas of concern
- Participate in IEP meetings as assigned
- Develop positive relationships with the school-community aligned with LPS' culture and values

## **Qualifications**

## **Education and Experience**

Any combination equivalent to:

- Two years of college (48 units), or A.A. degree (or higher)
- One-year of successful work experience in special education preferred

## Licensing and Other Requirements

- Employment eligibility that may include fingerprints, tuberculosis and/or other employment clearance
- Bilingual proficiency in Spanish highly desired

#### Knowledge of

- Guiding principles and practices related to students with special needs
- Subjects taught in schools, including basic and advanced arithmetic, grammar, spelling, language, history, science, and reading
- Engaging instructional methods and techniques
- Correct English usage, grammar, spelling, punctuation, and vocabulary
- Graduation and college admission requirements
- Acceptable school and classroom policies and procedures
- Behavior management and de-escalation techniques
- Operation of standard office and classroom equipment
- Interpersonal skills using tact, patience, and professionalism
- Basic record-keeping and report preparing techniques

## Skills and Ability to

- Assist with instruction and related activities in a classroom or assigned learning environment
- Reinforce instruction to individual or small groups of students with special needs
- Manage a range of student behaviors
- Assist in the preparation of instructional materials in support of IEPs
- Perform routine clerical duties
- Understand and relate to students with special needs
- Establish and maintain cooperative and effective working relationships with others
- Communicate effectively both orally and in writing
- Demonstrate an understanding, patient, and receptive attitude towards students with special needs
- Collect data, monitor, and observe and report student behavior and progress

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

- "The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:
- (i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.
- (ii) The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282.
- (iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school." Ed. Code  $\S$  47605(c)(5)(F)

## Site Safety Plan

Charter School shall develop a school safety plan, which shall include the following topics set forth in Education Code section 32282(a)(2), and which shall be updated by March 1 every year:

- (A) Child abuse reporting procedures;
- (B) Disaster procedures, routine and emergency, including adaptations for pupils with disabilities;
- (C) Policies pursuant to subdivision (d) of Section 48915 for pupils who committed an act listed in subdivision (c) of Section 48915 and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations;
- (D) Procedures to notify teachers of dangerous pupils pursuant to Section 49079;
- (E) A discrimination and harassment policy consistent with the prohibition against discrimination set forth in Education Code section 200;
- (F) The provisions of any schoolwide dress code, pursuant to Education Code section 35183 that prohibits pupils from wearing "gang-related apparel," if the school has adopted that type of a dress code;
- (G) Procedures for safe ingress and egress of pupils, parents, and school employees to and from school:
- (H) A safe and orderly environment conducive to learning at the school;
- (I) The rules and procedures on school discipline adopted pursuant to Education Code sections 35291, 35291.5, 47605, and 47605.6;
- (J) Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on school campuses and at school-related functions. The procedures to prepare for active shooters or other armed assailants shall be based on the specific needs and context of each school and community.

#### **Pupil Safety**

## Immunizations, Health Examinations, and Health Screenings

Charter School shall comply with all federal and state legal requirements related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, 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.

## Suicide Prevention Policy (Grades 7-12)

Charter School shall adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in Grades 7 through 12 inclusive, that meets the requirements of Education Code section 215, if it serves any of those grade levels. The policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts and shall, at a minimum, address procedures relating to suicide prevention, intervention, and postvention, and shall shall specifically address the needs of high-risk groups, including, but not limited to, all of the following: Youth bereaved by suicide; Youth with disabilities, mental illness, or substance use disorders; Youth experiencing homelessness or in out-of-home settings, such as foster care; and lesbian, gay, bisexual, transgender, or questioning youth.

## **Employee Training**

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 blood borne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff. Charter School shall also ensure that its employees receive the required sexual harassment training under Govt. Code 12950.1.

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

#### **Employee Screening Requirements**

#### Criminal Background Clearances and Fingerprinting

Charter School shall comply with all requirements of Education Code sections 44237, 44830.1 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 school site 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.

## **Tuberculosis Screening**

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, in accordance with Education Code section 49406. Charter School shall maintain TB clearance records and certifications on file.

#### **Health and Wellness of Students**

LPS recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for LPS students. The Superintendent or designee shall build a coordinated school health system that supports and reinforces health literacy through health education, physical education and activity, health services, nutrition services, psychological and counseling services, health promotion for staff, a safe and healthy school environment, and parent/guardian and community involvement. To encourage consistent health messages between the home and school environment, the Superintendent or designee may disseminate health information and/or LPS' student wellness policy to parents/guardians through the student and family handbook, parent/guardian meetings, LPS and school web sites, and/ or other communications. Outreach to parents/guardians shall emphasize the relationship between student health and academic performance.

In order to provide safety for all students and staff, the Charter School will adopt and implement full health and safety policies and procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts. These procedures will be incorporated into the Charter School's student and staff handbooks and will be reviewed on an ongoing basis by the School Principal and Board of Directors. The Charter School shall ensure that staff are trained annually on the health and safety policies.

The following is a summary of health and safety policies of LPS Oakland:

#### Procedures for Background Checks

Employees and contractors of the Charter School will be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Principal of the Charter School shall monitor compliance with this policy and report to the Charter School Board of Directors on a regular basis. The Board Chair shall monitor the fingerprinting and background clearance of the Principal. Volunteers who will volunteer outside of the direct supervision of a credentialed

employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

## Role of Staff as Mandated Child Abuse Reporters

All staff will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

#### *Immunizations*

All enrolled students who receive classroom-based instruction will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075.

#### Medication in School

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers. Parents are to notify the school if their child is on continuing medication. This notification shall include the completed LPS Medicine Distribution Consent form. Forms for administering medication may be obtained from the school manager. This form must be renewed annually or whenever the prescription changes.

### Vision, Hearing, and Scoliosis

Students will be screened for vision, hearing and scoliosis. The Charter School will adhere to Education Code Section 49450 et seq. as applicable to the grade levels served by the Charter School.

## Prevention of Human Trafficking

The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources.

#### Menstrual Products

The Charter School shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and allgender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

#### All Gender Restrooms

On or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its schoolsites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

#### School Meals

The Charter School shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement.

The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance. LPS students utilize the Castlemont High School Cafeteria (OUSD) for breakfast, lunch and dinner each school day.

## California Healthy Youth Act

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

#### Mental Health Education

The Charter School shall create and post a poster at the schoolsite identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of students enrolled at the schoolsite. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the schoolsite. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

#### School Safety Plan

The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(L):

- child abuse reporting procedures
- routine and emergency disaster procedures

- policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- 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 school discipline adopted pursuant to Education Code Sections 35291, 35291.5, and 47605.
- procedures for conducting tactical responses to criminal incidents
- procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a schoolbus serving the school
- a protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

The School Safety Plan shall be drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Principal and, if there is merit to the concern, the Principal shall direct the School Safety Plan to be modified accordingly.

#### Workplace Violence Prevention Plan

As of July 1, 2024, the Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

## Drug Free/Alcohol Free/Smoke Free Environment

The Charter School shall function as a drug, alcohol and smoke free environment.

## Blood borne Pathogens

LPS shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. LPS shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood-borne viruses, including HIV and hepatitis B virus ("HBV") and provide training to staff to protect employees and children from possible infection due to contact with blood borne viruses.

Whenever exposed to blood or other bodily fluids through injury or accident, children and staff should follow current medical protocol for disinfecting procedures.

## Facility Safety

The Charter School shall utilize facilities that are compliant with the Americans with Disabilities Act and will meet the building requirements described in Education Code Section 47610-47610.5. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001 and in conjunction with the District (if located in District facilities).

## Comprehensive Anti-Discrimination and Harassment Policies and Procedures

The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's anti-discrimination and harassment policies.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

#### Comprehensive Sexual Harassment Policies and Procedures

LPS is committed to providing schools that are free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. The Charter School will adopt the District's comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the sexual harassment policy, included in the Employee Handbook. The Charter School will continue to develop and refine further

health, safety and risk management guidelines in consultation with its insurance carriers and risk management experts as well as incorporate recommendations from the District.

## **Bullying Prevention**

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

## Supporting LGTBQ Students

Commencing with the 2025-26 school year and ending with completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum to provide at least 1 hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

#### Homicide Threats

The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

## Gun Safety Notice

At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.

#### Athletic Programs

The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

In the event the Charter School participates in any interscholastic athletic programs, it shall comply with all applicable requirements, including, but not limited to, adopting a written emergency action plan for sudden cardiac arrest or other medical emergencies related to athletic programs, and acquiring at least one automated external defibrillator. Further, Charter School's emergency action plan shall describe the location of emergency medical equipment and include a description of the manner and frequency at which the procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, including concussion and heat illness will be rehearsed. By July 1, 2024, coach training shall include recognition of the signs and symptoms of and responding to concussions, heat illness, and cardiac arrest.

Security Personnel

LPS provides outside security for our campus every school day. Security personnel is onsite ½ before school starts and does not leave until ½ after the school day ends. We also provide a campus supervisor whose responsibilities include:

- Providing a secure environment for students and staff
- Maintaining a high degree of visibility in assigned areas of campus
- Escorting students, parents and/or visitors, or other staff:
- Monitoring and reporting any unusual or strange behavior or events
- Promoting a strong school culture and school pride
- Supervising students before school, during passing periods, during lunch, and after school
- Managing safety policies and procedures as they relate to the surrounding neighborhood

## Transportation Services

Effective July 1, 2025, the Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services for students.

Custodian of Records

The School Manager, located at the school site, serves as the Charter school's Custodian of Records per California Department of Justice requirements.

# ELEMENT 7: BALANCE OF RACIAL/ETHNIC, SPECIAL EDUCATION, AND ENGLISH LEARNER STUDENTS

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

The Charter School strives to serve a student population that will achieve a balance of racial and ethnic students, special education students, and English learners and is reflective of the diversity of the population of East Oakland. The Charter School's outreach and monitoring efforts may include, among other things:

- A multi-part enrollment process and lottery,
- Partnerships with District middle schools to build student success pipelines as well as to make presentations and provide orientation material,
- Outreach through the OUSD Common Enrollment process and presentations at community organizations, independent schools, faith-based organizations, and local youth organizations,
- Collaboration with community-based organizations to support outreach efforts,
- Use of brochures, newsletters, TV/Radio public service announcements, print and non-print media for outreach communications,
- Distribution of materials in languages in English and Spanish, and other frequently spoken languages;
- Posting enrollment information on the LPS and School site websites;
- Performing home visits in targeted neighborhoods;
- Building capacity of students and families to outreach to targeted communities; and
- Hosting information sessions, school tours and community service events.

Because the LPS Oakland student population is under-represented in terms of African American students, particular efforts will be made to outreach to community organizations, churches, communication avenues and informal networks within this community.

LPS Oakland is committed to fostering an inclusive and supportive school environment. Our school community understands retention is not merely about keeping students enrolled but creating a space where they feel seen, valued, and inspired. This focus on retention, particularly for our Black students, is central to our mission of equity. Through targeted efforts, we aim to nurture a school culture that celebrates diversity, promotes belonging, and provides all students with access to the resources, mentorship, and community connections they need to thrive.

The following section outlines specific strategies designed to enhance student retention. By centering culturally responsive practices, building supportive social networks, and providing unique academic and co-curricular opportunities for exploration and growth, we seek to create a school environment where every student can succeed. Each initiative—from cultural celebrations and clubs to meaningful partnerships with organizations like the Kingmakers of Oakland—is a

step toward realizing our vision of a school community where all students, especially those from marginalized backgrounds, feel empowered to achieve their full potential.

## Fostering a Positive School Culture

## • School Culture and Spirit Events

To celebrate the diversity within our student body, we host regular school culture and spirit events that recognize and honor various backgrounds, with a special focus on Black history and achievements. These events, often led by Black teachers, highlight cultural pride and unity, present strong role models, and reinforce student solidarity. We design each event to be inclusive and uplifting, creating a positive school culture that respects and values all students, contributing to a sense of pride and ownership that enhances student retention.

LPS Oakland intentionally honors Latinx/Hispanic, Native American, African American/Black, and Asian American/Pacific Islander students by recognizing them within the school day and having a school holiday during the month their culture is celebrated, ensuring they feel seen and honored.

## • Support for the Black Student Union (BSU) and Events by LPS Oakland Black Teachers & Staff Members

LPS Oakland empowers the BSU to plan and organize events, discussions, and initiatives that provide a supportive network for Black students, fostering a sense of belonging and purpose within the school. Regular sessions led by Black teachers and staff members offer a space for students to discuss issues that matter to them, share their aspirations, and explore cultural identity, establishing a culture of mentorship and mutual respect. Additionally, we encourage Black teachers and staff members to develop workshops and panel discussions, which offer students unique learning and connection opportunities that reinforce positive cultural experiences.

## **Building Strong Relationships**

## • Access to Clubs and Extracurriculars During Learning Lab:

LPS Oakland offers every student the opportunity to explore their identities and interests through clubs during Learning Lab, providing a meaningful way to connect with peers and develop a sense of belonging. By offering culturally focused affinity groups, like the BSU, and creative outlet groups, we help students engage more deeply with the school community. These clubs provide students with a safe, welcoming space to build connections and express themselves, fostering community and personal growth.

#### • Restorative Justice Circles for Advisory:

LPS Oakland implements restorative justice circles in advisory periods to strengthen community ties and build trust among students and staff. These circles encourage open dialogue, empathy, and understanding, providing students a safe space to share experiences and resolve conflicts. This practice supports social-emotional learning (SEL) and reinforces positive relationships that enhance school retention.

#### **Enhancing Academic Support**

## • Partnership with the Kingmakers of Oakland for Culturally Responsive Pedagogy

In collaboration with the Kingmakers of Oakland, LPS Oakland works to integrate culturally responsive teaching strategies throughout our school, ensuring that every student sees their identity reflected and respected in the curriculum. The Kingmakers provide workshops to train our teachers in culturally affirming pedagogy, equipping them to foster an inclusive and welcoming classroom environment. We hold regular check-ins with Kingmakers to assess how well these strategies work, making adjustments based on student feedback to ensure our retention efforts remain effective and impactful. This partnership allows us to build a responsive, inclusive educational experience that resonates with all students.

## • Partnership with ConnectEd for Math Coaching

LPS Oakland has partnered with ConnectEd to enhance our math instruction and support our students further academically. LPS Oakland math teachers meet weekly with a ConnectEd math coach, receiving personalized coaching and resources tailored to their instructional needs. This collaboration focuses on improving student engagement and achievement in mathematics, providing educators with the tools to implement effective strategies that cater to diverse learning styles.

## **Creating Clear Pathways to Post-Secondary Success**

• With the transition from two separate CTE pathways to a unified 'Whole School' CTE pathway, LPS Oakland is now positioned to offer a more cohesive and focused academic experience. This structure centers on the Design and Multimedia Arts Pathway program, aligning dual enrollment and CTE courses to provide students with an integrated, effective learning journey. By consolidating efforts into one pathway, LPS Oakland streamlines resources to ensure that all students benefit from a rich, interdisciplinary curriculum that bridges academic learning with real-world application, enhancing student engagement and retention.

## **Dual Enrollment and CTE Course Integration**

• The dual enrollment program at LPS Oakland allows students to earn college credits while still in high school, exposing them to college-level coursework and helping them build confidence as they transition to higher education. This early exposure provides a clear and motivating academic pathway to support our student retention efforts by creating a sense of purpose and long-term goals. Integrated with the Design and Multimedia Arts Pathway, these dual enrollment courses offer students a comprehensive educational experience tied to practical industry applications.

## **Work-Based Learning and College Field Trips**

• To further support student retention, LPS Oakland incorporates work-based learning experiences and organizes field trips to local two-year and four-year colleges such as Laney College, College of Alameda, Merritt College, Berkeley City College, and UC Berkeley. These visits give students firsthand insights into higher education environments, allowing them to envision themselves pursuing college degrees and connecting their current coursework to future opportunities. Field trips and direct interactions with these institutions enhance students' understanding of the value of higher education, increasing their motivation to complete high school and pursue further studies.

## Support and Retention for Special Education and English Learner (EL) Students

For recruiting, supporting, and retaining our Special Education and English Learner (EL) pupils, here's what LPS Oakland is doing and how we plan to strengthen our efforts:

#### What We Are Doing

- LPS Oakland collaborates closely with community partners and uses targeted outreach strategies to recruit a diverse student body, focusing on families of special education and EL students throughout the district. To ensure broad accessibility, recruitment materials are offered in multiple languages, helping families make informed decisions about their child's education.
- LPS Oakland's commitment to supporting students' unique needs is evident in its specialized staff, which includes special education teachers, EL specialists, and bilingual counselors. Additionally, LPS Oakland employs teaching aides from diverse backgrounds, including people of color, to provide in-classroom support that reflects the community it serves. These aides are essential in guided study sessions and push-in support, ensuring personalized assistance for students.

- LPS Oakland offers services to support students with individualized education plans (IEPs) and English language development (ELD) programs for EL students. LPS Oakland services are offered through a full inclusion program with education specialists and instructional aides supporting students in the general education setting, along with an elective course to support the inclusion work. These programs set clear, measurable goals to track progress and facilitate growth, allowing students to thrive academically and socially in an environment that values their strengths.
- Family engagement is central to our approach, and we foster strong connections through regular family nights, progress meetings, and workshops. By inviting families to participate actively in their child's educational journey, we build a collaborative, supportive environment that strengthens family-school partnerships and student success.

## What We Will Do to Improve

- To enhance our recruitment efforts, LPS Oakland is expanding our strategies to reach even more families of special education and EL students by forming additional partnerships with local organizations and hosting targeted community events such as Youth Uprising and Family Paths. Multilingual outreach materials will continue to be a priority, and we will hold information sessions in accessible community locations, making it easier for all families to learn about our programs and opportunities.
- Recognizing the importance of specialized staff, LPS Oakland plans to increase our focus on hiring bilingual educators and expanding professional development opportunities in inclusive and culturally responsive instructional strategies. These efforts will empower our staff to support current and incoming students better, ensuring every classroom is a welcoming and effective learning environment.
- In response to the importance of family involvement in retention, LPS Oakland will expand our new family engagement programs, which are culturally responsive and accessible in multiple languages. We will establish consistent communication channels with families and implement regular feedback loops to deepen these connections. This will allow us to refine our programs based on family input and provide the most effective support possible.
- For students who are redesignated as fluent English proficient (RFEP), LPS Oakland plans to establish an academic mentoring system and increase access to additional resources. This will ensure that students continue to thrive post-transition, helping them remain on track academically and socially. We aim to support RFEP students as they grow, providing mentorship and resources that reinforce their progress across all areas.

These measures reflect LPS Oakland's dedication to inclusivity and equity, ensuring its recruitment, support, and retention strategies empower every student to succeed and feel valued in the school community.

## **ELEMENT 8: ADMISSION POLICIES AND PROCEDURES**

"Admission policies and procedures, consistent with subdivision (e) [of Education Code section 47605]." – Ed. Code § 47605(c)(5)(H)

#### **Documentation of Admissions and Enrollment Processes**

Upon request, Charter School will notify the District in writing of the application deadline and proposed lottery date. Charter School will ensure that all application materials will reference these dates as well as provide complete information regarding application procedures, key dates, and admissions preferences and requirements consistent with approved charter.

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, and a record of all written communications with parents related to admissions. These records shall be made available to the District upon request.

As indicated in the affirmations included at the beginning of this petition, Charter School shall comply with all requirements related to admissions preferences found in Education Code section 47605(e)(2)(B).

Our vision is that all students – regardless of background, ethnicity, or neighborhood – receive an excellent education that prepares them to succeed in college and improve their community.

LPS Oakland has joined with Enroll Oakland Charters ("EOC"), a single enrollment resource based on needs expressed by local families. EOC continues to look for ways to collaborate with the District, in the spirit of serving all families well. Our relationship with EOC allows us to adhere to one timeline for applications and enrollment, utilize one common application (online & paper), participate in joint recruiting & marketing initiatives about EOC, share data with other charters about enrollment and coordinate better with other charters about mid-year entries and transfers.

LPS Oakland prides itself on a 95% re-enrollment rate from year to year.

## **Homeless and Foster Youth**

Charter School shall adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that Charter School is open to enroll and provide services for all students, and provides a contact number for access to additional information regarding enrollment. Charter School shall comply with all applicable provisions of Education Code sections 48850 – 48859 with respect to foster children and homeless youth.

#### **Non-Discrimination**

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

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

As indicated in the affirmations included at the beginning of this petition, pursuant to Education Code section 47605(e)(4)(A), Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason.

## Parent Engagement

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

#### **Enrollment Requirements**

LPS Oakland is open to all students. Admission tests are not required. Assessments will be administered to determine individual instructional programs only once students are admitted. These tests will serve as diagnostics of students' reading, writing, and math proficiencies and help with class placements.

Our only admission requirement is that students/families complete the EOC application (available online/smartphone enabled/paper). We will host information sessions and open houses and post the dates online and in our outreach materials. We strongly recommend that one parent/guardian attend an information session prior to the lottery, but it is not a requirement to apply.

LPS is committed to maintaining a diverse student body. To attain our vision of a racially and economically diverse student population, including traditionally underserved students, English Learners, redesignated fluent English proficient pupils, and Special Education students, we use

multiple targeted recruitment and outreach strategies. We exert considerable effort recruiting students from middle schools and community student programs serving low-income students. Admission shall be open to any California resident who wishes to attend the Charter School, and LPS Oakland will not impose admission requirements. As indicated previously, the Charter School will be nonsectarian in its programs, admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any student on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). The Charter School shall admit all pupils who wish to attend the Charter School. The Charter School shall comply with all applicable legal minimum and maximum age requirements for admission. Admission, except in the case of a public random drawing shall not be determined by the place of residence of the pupil or their parent or legal guardian within the state.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents

LPS conducts a school-based enrollment lottery to select students for the incoming 9th grade class. Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Transfer students applying for 10th, 11th, or 12th grade must submit the EOC application. By law, charter schools must use a lottery if the school has more applicants than spaces. The only requirement to participate in the enrollment lottery is the completion of the EOC application (available online/smartphone enabled/paper).

If the number of students interested in attending the School exceeds the School's capacity, enrollment for those grade levels shall be determined by a public random drawing ("lottery") as required by law. Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received

more applications than availability. In the event that this happens, the Charter School will hold a lottery to determine admission for the impacted grade level, with the exception of existing students, who are guaranteed admission in the following school year. Preferences in the lottery shall be given in the following order:

- 1. Siblings of students admitted to or attending LPS Oakland
- 2. Children of LPS staff
- 3. Foster/Homeless youth
- 4. Students who reside within the Castlemont High School attendance area
- 5. \*Students not meeting grade level standards
- 6. Students who reside within the Oakland Unified School District boundaries

A waiting list of applicants at each grade level shall be maintained to fill vacancies that occur during the school year. The order of the waitlist shall be established at the time of the lottery based on each applicant's draw in the lottery. \*For preference #5, Students not meeting grade level standards, parents/guardians are asked if they want their child considered for this priority based on their student's most recent English and math state test scores within the enrollment application. The reported test scores will be verified by LPS Oakland as needed. In no circumstance will a waitlist carry over to the following school year.

Applications received after the application deadline will be held in abeyance for a subsequent lottery, if needed.

Subject to further refinement and adjustment, the timeline for student enrollment applications shall be:

November through February

- Extensive student outreach as provided in outreach plan included in supplementary information.
- Applications due mid-February March
- Student enrollment determined (per public random drawing if more students apply than school capacity at any grade level).
- Wait list created in the order drawn in lottery.
- Students notified of enrollment/wait list status.

## April through August

- Students accept/reject enrollment.
- Additional lotteries conducted as needed if waiting list is exhausted.
- Incoming Class is finalized.
- Orientation Letters sent regarding Leadership Retreat dates and School policies.
- Summer Bridge program for entering 9th graders.
- Welcoming letter sent to families introducing Advisor and details regarding LPS retreats
- Pre-opening Parent Association get-together.
- School Opening.

The Board of Directors will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces are pulled in order of grade level by the designated lottery official (appointed by the Principal). Separate lotteries shall be conducted for each grade in which there

are fewer vacancies than pupils interested in attending. All lotteries shall take place on the same day in a single location. Lotteries will be conducted in ascending order beginning with the lowest applicable grade level. There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

Once a student has been admitted, their parents will fill out an enrollment packet, which shall include the following:

- 1. Student enrollment form
- 2. Proof of Immunization
- 3. Home Language Survey
- 4. Completion of Emergency Medical Information Form
- 5. Proof of minimum age requirements
- 6. Release of records<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment. LPS Oakland R&D Campus

## **ELEMENT 9: INDEPENDENT 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  $\S$  47605(c)(5)(I)

In order to ensure the necessary oversight and review of mandated reports for which the authorizer must determine fiscal health and sustainability, the following schedule of reporting deadline to the District will apply each year of the term of this charter;

- September 1 Unaudited Financial Report for Prior Year
- December 1 First Interim Financial Report for Current Year
- March 1 Second Interim Financial Report for Current Year
- June 17 Multi-Year Budget Projection

#### **Annual Audit Procedures**

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(c)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employe generally accepted accounting procedures. The auditor will be selected by the LPS Board Audit Committee; the committee will ensure that the selected auditor is on the State Controller's list of approved auditors to conduct charter school audits. The audit will be conducted by a certified public accountant with education finance experience, in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide and will use generally accepted accounting principles.

The Treasurer and/or Chief Business Officer of LPS will be responsible for contracting and overseeing the independent audit. The Chief Business Officer and Senior Accountant will be responsible for working with the auditor to complete the audit. Once approved by the LPS board, LPS' Senior Accountant will provide the annual audit report to the District, the County Superintendent of Schools, the State Controller, and to the California Department of Education by the 15th of December each year.

LPS' Treasurer, Chief Business Officer or other designee will resolve audit exceptions and deficiencies to the satisfaction of the District in a timely fashion, with the goal of resolving any audit issues within three months of the auditor's final report or as otherwise agreed upon by the District and Charter School. The LPS Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Disputes regarding the resolution of audit exceptions and deficiencies shall be resolved in accordance with the dispute resolution provisions provided in the charter.

LPS' Treasurer, Chief Business Officer or other designee will ensure financial transparency to the district and the public, including its plans for public adoption of its budget and public

dissemination of its annual audit and an annual financial report by publicly posting all approved financial documents on the LPS website.

# ELEMENT 10: PROCEDURES BY WHICH PUPILS CAN BE SUSPENDED OR EXPELLED

- "The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:
- (i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
- (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
- (I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
- (II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
- (iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform the pupil, the pupil's parent or guardian, or the pupil's educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii)." Ed. Code § 47605(c)(5)(J)

## **Student Due Process Protections**

Charter School's student discipline procedures, at a minimum, shall comply with federal and state constitutional procedural and substantive due process requirements as follows:

- (i) For suspensions of fewer than 10 days, Charter School shall provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
- (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, Charter School shall provide both of the following:
- (I) Timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

- (II) A hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
- (iii) No pupil shall be involuntarily removed by Charter School for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until Charter School issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

As indicated in the affirmations included at the beginning of this petition, pursuant to Education Code section 47605(e)(4)(C), Charter School shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason. (Note: This shall not apply to actions taken by Charter School pursuant to legally permissible expulsion procedures.)

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- (iii) No pupil shall be involuntarily removed by Charter School for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native

language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until Charter School issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

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## **Required Notifications**

As indicated in the affirmations included at the beginning of this petition, Charter School shall comply with notification requirements included in Education Code section 47605(e)(3) for any pupil who is expelled or leaves Charter School without graduating or completing the school year for any reason, and, upon request, will provide the District with the student's last known contact information.

## **Compliance with OCS Student Discipline Guidelines**

Charter School shall comply with the District's "Disciplinary and Expulsion Documentation Requirements Policy," posted on the Student Discipline page of the OUSD Office of Charter Schools website, whose terms are incorporated by reference as if set forth expressly in this Charter. The purpose of this policy is to outline the notification requirements to families and to the Office of Charter Schools.

#### **Key Elements of School Discipline Policy**

Positive School Culture

We have developed school wide Agreements (One Mic, Positive Language, Maintain a Safe Classroom Environment, Respect the Learning Environment) that frame our expectations of positive behaviors that all students are expected to demonstrate. We also have developed our "Student Support System," with the fourth step being a Restorative Conference with the teacher/adult. The combination of these two systems support our students in understanding that our expectations are skills that they can carry throughout their lives.

Alternatives to Suspension

Additionally, our focus on restorative conferences instead of referrals encourages students and staff to reflect on ways to repair harm that are restorative rather than punitive. Students who

struggle with upholding school wide agreements are supported in a variety of ways, including identifying specific accommodations within a classroom, through relationship building with the teacher, parent meetings, and restorative conferences.

We consistently recognize our students for upholding our schools' core values (Hard Work, Caring, Integrity, and Resiliency) through weekly Wolf of the Week awards at Family Meeting on Fridays. These awards provide an opportunity for staff and students to recognize each other for demonstrating our values, including recognizing growth in demonstrating the values.

## Professional Development/Preventative Strategies

We utilize a variety of internal and external professional development to support staff in preventative strategies and behavioral supports. To name a few:

- In 2024-2025 we are focusing on increasing our students' sense of belonging at school through improved efficacy of Restorative Justice practices. Teachers and staff received a 2-day intensive RJ training in August of 2024, and are utilizing RJ practices in Advisory to support community building.
- Supporting new teachers in understanding our Student Support System and Classroom Agreements, as well as coaching before the school year begins on classroom management
- Network new teacher support in creating an equitable classroom environment Real Time Coaching that prioritizes strong relationships, explicit directions, and clear narration to support students in being clear on expectations in the classroom.

### Discipline Policy Implementation

Our teachers utilize our Schoolwide Agreements in every classroom as the foundation of their classroom expectations. Students are taught this system in 9th grade, and in every subsequent class. Teachers who may be struggling to implement our system are provided coaching, ranging from a focused coaching plan, all the way to real time coaching or co-teaching.

# Monitoring Students with Disabilities

We consistently analyze our referral, suspension, and expulsion data for trends and patterns. We review this data as a whole school at the beginning, middle, and end of the year. We also review the data quarterly in our administrative team, and keep an ongoing pulse on the data weekly through our DnA Reports that are sent out by the LPS Network data team.

This year we have also hired an Educationally Related Mental Health Services ("ERMHS") provider to support our Special Education students with mental health services. Through this work, the ERMHS provider is supporting some of our SPED students on identifying replacement behaviors to support in their classes.

### Grounds for Suspension & Expulsion

Leadership Public Schools believes that one of the major functions of education is the preparation of youth for responsible citizenship. LPS shall foster a learning environment that reinforces self-discipline and the acceptance of personal responsibility. In addition, LPS shall

work with students and families to provide a safe school environment that provides students with the opportunity to have a quality education.

In order to maintain an environment that will prepare LPS students for responsible citizenship, LPS has developed and adopted the policies and procedures set forth in this document. This document is designed to guide LPS schools and personnel in dealing with student discipline issues, while providing students and parents with a clear set of expectations regarding student behavior and an understanding of the consequences of misconduct.

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and wellbeing of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describe the offenses for which students at noncharter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension, expulsion or involuntary removal.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as the Charter School's policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed annually as part of the Student Handbook which will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians<sup>4</sup> are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and its Procedures are available upon request at the Principal's office.

<sup>2.</sup> The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

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

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the IDEA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law requires additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the applicable provisions of the Education Code, when imposing any form of discipline on a student identified as an individual with disabilities, for whom the Charter School has a basis of knowledge of a suspected disability, or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian and shall inform the student, and the student's parent/guardian of the basis for which the student is being involuntarily removed, and the student's parent/guardian's right to request a hearing to challenge the involuntary removal. If a student's parent/guardian 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 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.

This Policy and its procedures will be enforced fairly, uniformly, and consistently without regard to race, creed, color, sex, or any other prohibited classification.

#### Student Due Process

The LPS Board of Directors shall provide for the fair and equitable treatment of students facing suspension, expulsion, or involuntary removal by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation.

### Suspension

Definition: Suspension is the temporary removal of a student from class instruction for adjustment or disciplinary reasons. It can include an in-school suspension at the discretion of the Charter School, assuming adequate space and supervision. A suspension does not mean any of the following:

1. Reassignment to another class at the same school where the student will receive continuing instruction for the school.

2. Referral to an advisor assigned that role by the Principal.

While on suspension from the Charter School, the student is not to loiter on or about any school grounds at any time, nor to attend any LPS voluntary activity at any time, no matter where such activity may be taking place. Violation may result in further disciplinary action. Except in cases where suspension for a first offense is warranted in accordance with law, each school site shall consider suspension from school only when other means have not been successful or where the student's presence would constitute a danger to persons or property or seriously disrupt the educational process.

# Authority to Suspend:

- 1. A teacher may suspend a student only from their classroom for the day of the suspension plus the following school day.
- 2. The Principal or their designee may suspend a student from class, classes or the school campus for a period not to exceed five school days.
- 3. The CEO or their designee may extend a student's suspension pending final decision by the LPS Disciplinary Review Committee or Hearing Officer (as authorized by the LPS Board of Trustees) on a recommendation for expulsion. This Committee may consist of the Director of Student Services, their designee(s), other LPS administrators, and other LPS school personnel (Counselors, Deans, etc.).
- 4. A Special Education student being considered for Expulsion may be suspended for ten (10) consecutive days pending the outcome of the Manifestation Determination by the IEP team.

A pupil may not be suspended, expelled, or involuntarily removed for any of the acts enumerated unless the act is related to school activity or school attendance occurring within a school under the jurisdiction of the Superintendent or Principal. A pupil may be suspended, expelled, or involuntarily removed for acts that are enumerated in the section and related to school activity or attendance that occur at any time, including, but not limited to any of the following:

- 1. While on school grounds.
- 2. While going to or coming from school.
- 3. During the lunch period whether on or off the campus.
- 4. During, or while going to or coming from, a school sponsored activity.

A pupil may also be suspended, expelled, or involuntarily removed for engaging in any activity, on or off campus, that interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property; or (c) can be shown to cause a substantial disruption to school operations.

### **PROCEDURES**

# **Grounds for Suspension and Expulsion of Students**

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; or d) during, going to, or coming from a school-sponsored activity.

#### **Enumerated Offenses**

- 1. Discretionary Suspension Offenses. Students may be suspended when it is determined the student:
  - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b) Willfully used force or violence upon the person of another, except self-defense.
  - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - e) Committed or attempted to commit robbery or extortion.
  - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
  - g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
  - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
  - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
  - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
  - k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall only apply to students in any of grades 9-12, inclusive.

- l) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- m) 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.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.

- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 9 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
    - iii. Causing a reasonable student to experience substantial interference with their academic performance.
    - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
  - 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    - i. A message, text, sound, video, or image.
    - ii. A post on a social network Internet Web site including, but not limited to:
      - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
      - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph

- (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
- (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- iii. An act of cyber sexual bullying.
  - (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - (b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
- w) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
- 2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq*.
- d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.
- 3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:
  - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b) Willfully used force or violence upon the person of another, except self-defense.
  - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - e) Committed or attempted to commit robbery or extortion.
  - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
  - g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
  - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
  - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
  - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- 1) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 9 to 12, inclusive.

- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
    - iii. Causing a reasonable student to experience substantial interference with their academic performance.
    - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
  - 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    - i. A message, text, sound, video, or image.
    - ii. A post on a social network Internet Web site including, but not limited to:
      - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
      - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the

- purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
- (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- ii. An act of cyber sexual bullying.
  - (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - (b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- u) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
- v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
- 4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:
  - a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type,

- the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
- d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term "destructive device" means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

### **Procedures in Cases Requiring Suspension**

Suspensions shall be initiated according to the following procedures:

The Charter School site Principal investigates the incident and determines whether or not it merits suspension. In order to investigate an incident, or where there is reasonable suspicion, a student's attire, personal property, vehicle or school property, including books, desks, and school lockers, may be searched by the Principal or Principal's designee who has reasonable suspicion that a student possesses illegal items or illegally obtained items. These may include illegal

substances, drug paraphernalia, weapons or other objects or substances that may be injurious to the student or others. *Illegally possessed items shall be confiscated and turned over to the police*.

### 1. Conference

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

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

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. Penalties shall not be imposed on a student for failure of the student's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/guardian<sup>5</sup>, at the conference.

### 2. Notice to Parents/Guardians

The Charter School site administrator fills out a Notice of Suspension Form. The parent will be given written notice of the suspension using this form, which states the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. A copy of this form is also sent to the LPS home office and placed in the student's cumulative file at the school site. The administrator or designee shall also make a reasonable effort to contact the parent/guardian in person, by email, or by telephone. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

# 3. Suspension Time Limits/Recommendation for Expulsion

The Charter School site principal determines the appropriate length of the suspension (up to five (5) school days). A teacher may suspend a student only from their classroom for the day of the suspension plus the following school day. In the case of a teacher-initiated classroom suspension, the teacher will make contact with the student's parent to explain the reason for the suspension.

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Director of Student Services of LPS or their designee, the student and the student's parent/guardian shall be

invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student and the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference, and in accordance with the procedures outlined below.

# 4. Homework Assignments During Suspension

The Charter School site administrator informs teachers of each student who has engaged in, or been suspected to have been engaged in, any misconduct for which the student can be suspended other than for use and possession of tobacco products. The information must be maintained in confidence, and only transmitted to teachers and supervisory personnel. In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

### Police Report

The Charter School site principal determines whether the offense warrants a police report. State law requires that LPS report certain offenses to law enforcement authorities. If so, the police are called as soon as possible. In addition to the offenses listed under "Grounds for Suspension and Expulsion" that require a police report, school personnel are required, by law, to file a report to the police or a legal agency as follows:

- Prior to suspending a student from school for an assault upon any person with a deadly weapon or by force likely to produce great bodily injury.
- A non-accidentally inflicted physical injury upon a minor student by another student, which requires medical attention beyond the level of school-applied first aid.
- Actual or suspected sexual abuse or physical abuse of any minor child. A report must be made to a child protection agency.
- An attack or assault on, or the menacing of, any school employee by a student.
- A directly communicated threat by a student or any person to inflict unlawful injury upon the person or property of a school employee to keep the employee from fulfilling any official duty or for having fulfilled any official duty.
- Possession of any controlled substance, drug paraphernalia, alcoholic beverages
  or intoxicants, including glue containing toluene. Possession of such materials is
  illegal, and upon confiscation, cannot be retained by school personnel.
- Acts of school misconduct in violation of court imposed conditions on probation.
- Truancy of any student under court ordered mandatory attendance.

Procedures in Cases Requiring the Extension of Suspension

<u>Step One</u>: The Charter School site administrator investigates an incident and determines whether the offense results in a recommendation for Expulsion. If so, the administrator follows the procedures to suspend the student outlined above.

Step Two: A meeting is held within five school days of the student's suspension to extend the suspension. The student and their parent or guardians are invited to attend this meeting with the Director of Student Services of LPS or their designee. School site administrators or teachers may also be present. At this meeting the offense and repercussions are discussed. An extension of the suspension may be granted only if the Director or their designee has determined that the presence of the student at the Charter School or in an alternative school placement would pose a danger to persons or property or a threat of disrupting the instructional process. If the student has committed an offense that requires a mandatory Expulsion recommendation, this is discussed and understood by all parties.

<u>Step Three</u>: A letter from LPS is sent to the student and parent or guardian regarding the Expulsion hearing. This letter notifies the student and parent or guardian when and where the Expulsion hearing will take place and the rights of the student with respect to the hearing as provided in the LPS Suspension and Expulsion Procedures and Parent's Rights and discussed in further detail below.

<u>Step Four</u>: The school site administrator files papers that are available for review by the student and their parent or guardian. These papers may include, but are not limited to, the following: A record of student attendance and grades; a record of previous infractions, a statement of the facts surrounding the case made by a site administrator; a statement of the facts surrounding the case made by a witness.

<u>Step Five</u>: The student and their advocate may prepare their presentation to the LPS Disciplinary Review Committee or Hearing Officer and, if necessary, subpoena witnesses. The student's advocate is any person (attorney or non-attorney advisor) of the student's choice who is willing and able to represent the student at the Expulsion hearing.

Step Six: An Expulsion hearing is held. The hearing will follow the procedures identified below and reflected in the Suspension and Expulsion Procedures and Parent Right for LPS Students. This hearing cannot be held within less than ten days from when the letter in Step Three is provided in order to give the student and their advocate time to prepare for the hearing unless the student and family/guardian waive their rights to ten days' notice.

### Suspension Appeals Process:

A student or the student's parents/guardians may appeal those disciplinary actions imposed upon a student for their school related offenses.

Appeals must be made first in writing at the school level, and should be directed to the Principal. The Principal or Principal's designee will attempt to resolve the appeal with a written response within ten (10) school days.

After appeal at the school level, if further appeal is desired, the appeal should be made to LPS and should be directed to the CEO or the CEO's designee for resolution with a written response within fifteen (15) school days.

After appeal at the LPS administrative level, if further review is desired, the appeal may be forwarded to the LPS Disciplinary Review Committee or Hearing Officer for resolution with a written response within 20 school days. If any appeal is denied, the parent may place a written rebuttal to the action in the student's file.

## **Expulsions**

*Definition*: Expulsion is the permanent dismissal of a student from all schools and programs of LPS for acts of specified misconduct. Except for single acts of a grave nature, Expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to other students.

In the event that a student is recommended for Expulsion from LPS, they are entitled to a hearing and advance written notice of the rights and responsibilities set forth in the LPS Suspension and Expulsion Policy and Procedures.

Expulsion proceedings for a currently identified Special Education student require additional due process procedures. LPS will follow all due process procedures for Special Education students included in this petition, in accordance with the IDEA, Section 504, and all applicable federal and state laws.

#### **Authority to Expel**

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

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of the LPS Disciplinary Review Committee ("LDRC") or Hearing Officer, to be assigned by the Board of Directors as needed. The LDRC shall consist of at least three (3) members who are certificated and neither a teacher of the student nor a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The LPS Disciplinary Review Committee may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

### **Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30)

school days after the LDRC or Hearing Officer determines that the student has committed an expellable offense and recommends the student for expulsion to the LPS Board Disciplinary Sub-Committee.

In the event the LDRC hears the case, it will make a recommendation to the LPS Board Disciplinary Sub-Committee for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under the Family Educational Rights and Privacy Act ("FERPA")) unless the student makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

- 1. The date and place of the expulsion hearing;
- 2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
- 3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
- 4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
- 5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- 6. The right to inspect and obtain copies of all documents to be used at the hearing;
- 7. The opportunity to confront and question all witnesses who testify at the hearing;
- 8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

### **Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses**

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

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 their right to (a) receive five (5) days notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian, or legal counsel; and (c) elect to have the hearing closed while testifying.

- 2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- 3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
- 4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- 5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
- 6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
- 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 entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.
- 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 courtroom during that testimony.
- 9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

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 entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

# **Record of Hearing**

The LPS Disciplinary Review Committee or Hearing Officer will conduct the Expulsion hearing. A record of the hearing will 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. If necessary, a translator will be present at the hearing. If the LPS Disciplinary Review Committee or Hearing Officer recommends expulsion, findings of facts in support of the recommendation shall be prepared and submitted to the LPS Board Disciplinary Sub-Committee. All findings and recommendations shall be based solely on the evidence introduced at the hearing.

### **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. The decision of the LPS Disciplinary Review Committee or Hearing Officer to recommend expulsion, shall be based on substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or LDRC determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

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

### **Expulsion Decision**

If the LPS Disciplinary Review Committee or Hearing Officer decides not to recommend the expulsion, the expulsion proceedings shall be terminated and the pupil immediately shall be reinstated and permitted to return to school. The decision not to recommend expulsion shall be final.

The decision of the LDRC to recommend expulsion shall be in the form of written findings of fact and a written recommendation to the LPS Board Disciplinary Sub-Committee, which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

Upon a decision from the LPS Disciplinary Review Committee or Hearing Officer to recommend expulsion, the Board of Directors may suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and may, as a condition of the suspension of enforcement, assign the pupil to a school, class, or program that is deemed appropriate for the rehabilitation of the pupil. The rehabilitation program to which the pupil is assigned may provide for the involvement of the pupil's parent or guardian in their child's education in ways that are specified in the rehabilitation program. A parent or guardian's refusal to participate in the rehabilitation program shall not be considered in the LPS Disciplinary Review Committee or Hearing Officer's determination as to whether the pupil has satisfactorily completed the rehabilitation program. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

### **Written Notice to Expel**

Within ten days after the Expulsion Hearing, the final decision to expel will be made by the LPS Board Disciplinary Sub-Committee and the decision communicated to the parents. The Principal or designee, following a decision of the LPS Board Disciplinary Sub-Committee to expel, shall send written notice of the decision to expel, including the Board Sub-Committee's adopted findings of fact, to the student and student's parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

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

Leadership Public Schools will provide the expelled student with all the assistance necessary to enroll in their local school district. While under Expulsion from Leadership Public Schools, a student may not enroll in another California school district without the permission of the district

of residence or the receiving district. The student's district of residence shall be notified that the student has been expelled within 30 days of their expulsion from Leadership Public Schools.

# **Disciplinary Records**

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the chartering authority upon request.

### **Expelled Students/Alternative Education**

Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

#### **Rehabilitation Plans**

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission.

### Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the Principal or designee and the student and student's parent/guardian to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Principal or designee shall make a recommendation to the Board of Directors following the meeting regarding the Principal's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

#### **Notice to Teachers**

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

# Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

### 1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

### 2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alterative educational setting.

# 3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent/guardian and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parent/guardian to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent/guardian and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

c. Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

## 4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian, or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

### 5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

### 6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

### 7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

# **ELEMENT 11: 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  $\S$  47605(c)(5)(K)

### Retirement System

Retirement System benefits are the responsibility of LPS. LPS' Chief Talent Officer and Chief Business Officer will be responsible for ensuring that the appropriate arrangements for retirement coverage for all LPS staff have been made according to their position and eligibility. Employees at LPS Oakland will have access to retirement plans according to the policies established by the LPS Board of Directors and applicable law.

All certificated employees of LPS who qualify for membership shall participate in the California State Teachers' Retirement system ("STRS. LPS implements all applicable STRS policies and procedures, including policies regarding mandatory and permissive membership in STRS for eligible school staff. Employees who participate in STRS are exempted from participating in federal social security.

LPS offers the LPS 401(a) Retirement Plan ("401a Plan") to all employees who do not participate in STRS; generally administrative and classified staff will participate in the 401a Plan and may include human resources, finance staff, facilities and operations staff, data management, school managers, technology coordinators, campus supervisors, student deans, special education coordinators and enrollment coordinators.

The IRS has issued a determination letter confirming that LPS' 401a Plan serves as a qualified alternative to federal social security. Therefore, participants in the 401a Plan are exempted from participating in federal social security. LPS makes all employer contributions as required by STRS, the 401a Plan, and the federal social security laws. LPS also makes contributions for workers' compensation insurance, unemployment insurance and any other payroll obligations of an employer.

# **ELEMENT 12: PUPIL ATTENDANCE ALTERNATIVES**

"The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools." – Ed. Code  $\S$  47605(c)(5)(L)

Pupils who choose not to attend the Charter School may choose to attend other public schools in their district of residence or pursue inter-district transfers in accordance with existing enrollment and transfer policies of the District. Parents or guardians of each pupil enrolled in the Charter School shall be informed that the pupil has no right to admission in a particular school of any local educational agency (LEA) (or program of any LEA) as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the District.

No student may be required to attend LPS Oakland.

### **ELEMENT 13: EMPLOYEE RIGHTS OF RETURN**

"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  $\S$  47605(c)(5)(M)

Employees of the District who choose to leave the employment of the District to work at Charter School shall have no automatic rights of return to the District after employment at Charter School unless specifically and explicitly 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, if any, will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.

No public school district employee shall be required to work at the Charter School.

Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

# **ELEMENT 14: DISPUTE RESOLUTION**

"The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter." – Ed. Code § 47605(c)(5)(N)

### **Procedures for Complaints against Charter School**

Charter School will establish complaint procedures that address both complaints against the Charter School alleging discrimination or violations of law and complaints regarding other areas. Charter School will ensure that its complaint processes are fair and accessible for families. Charter School will not, at any time, refer such complaints to the District for handling.

The complaint procedures will include the clear information with respect to the response timeline of the school, whether the school's response will be in writing, the party identified to respond to complaints, the party identified and charged with making final decisions regarding complaints, and whether the final decision will be issued in writing. The procedures will also identify an impartial and neutral ombudsperson for situations in which the school leader is the subject person of the complaint or the ombudsperson has a perceived bias. If the complainant requests an alternate ombudsperson, Charter School shall have a procedure for reviewing the request and responding to the complainant with the findings of the review, and eiher (a) identifying an alternate ombudsperson, or (b) providing a rationale for why an alternate ombudsperson is not necessary. The complaint procedures will be clearly articulated in the school's student and family handbook or distributed widely.

Charter School will 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 will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

Charter School shall comply with the requirements of Education Code section 221.61 with respect to posting information regarding the filing complaints under Title IX, including but not limited to the following: 1) the name and contact information of the Title IX coordinator; 2) the rights of the pupil and the public and the responsibilities of the Charter School under Title IX; 3) a description of how to file a complaint under Title IX, including an explanation of the statute of limitations, how the complaint will be investigated and how the complainant may further pursue the complaint; and a link to the United States Department of Education Office for Civil rights complaint form.

Charter School will implement specific and continuing steps to notify 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 the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program

or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner.

### Complaints by Students and Employees

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

### Disputes between the District and the Charter School

The staff and Governing Board members of Charter School agree to attempt to resolve all disputes between the District and Charter School regarding this Charter pursuant to the terms of this section. Both will refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

Any controversy or claim arising out of or relating to the Charter between the District and Charter School, except any controversy or claim that in any way related to revocation of this Charter, shall be handled first through an informal process in accordance with the procedures set forth below.

(1) Any controversy or claim arising out of or relating to the Charter, except any controversy or claim that in any way related to revocation of the Charter, must be put in writing ("Written Notification") by the party asserting the existence of such dispute. If the substance of a dispute is a matter that could result in the taking of appropriate action, including, but not limited to, revocation of the charter in accordance with Education Code section 47607(f), the matter will be addressed at the District's discretion in accordance with that provision of law and any regulations pertaining thereto. The Written Notification must identify the nature of the dispute and all supporting facts known to the party giving the Written Notification. The Written Notification may be tendered by personal delivery, mail, or electronic mail. The Written Notification, and all subsequent notifications under this procedure, shall be deemed received (a) if personally delivered, or sent by electronic mail, upon date of delivery to the address of the person to receive such notice if received by the District by 5:00 PM; (b) if by mail, two (2) business days after deposit in the U.S. Mail. All written notices shall be addressed as follows:

To LPS Oakland LPS Oakland Campus, c/o School Director: LPS Oakland LPS Oakland Campus 8601 MacArthur Blvd., Bldg. 100 Oakland, CA 94605

To Director, Office of Charter Schools: 1011 Union Street #947 Oakland, CA 94607

(2) A written response ("Written Response") shall be tendered to the party providing the Written Notification within twenty (20) business days from the date of receipt of the Written Notification. The Written Response shall state the responding party's position on all issues stated in the Written

Notification and set forth all facts which the responding party believes supports its position. The Written Response may be tendered by personal delivery, mail, or electronic mail.

The parties agree to schedule a conference to discuss the claim or controversy ("Issue Conference"). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party.

- (3) If the controversy, claim, or dispute is not resolved by mutual agreement at the Issue Conference, then either party may request that the matter be resolved by mediation. Each party shall bear its own costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 60 calendar days from the date of the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the controversy or claim at dispute. If no agreement on a mediator is reached within 30 days after a request to mediate, the parties will use the processes and procedures of the American Arbitration Association ("AAA") to have an arbitrator appointed.
- (4) If the mediation is not successful, the parties agree that each party has exhausted its administrative remedies and shall have any such recourse available by law.

### Internal Disputes

Most complaints can be resolved by informal discussion between the complainant and the employee or the employee's principal/supervisor. The Community Complaint process is reserved for complaints which are not resolved after the informal process has been attempted and must be filed no later than 30 days after the incident. If the incident occurs at the end of the school year, the formal complaint must be filed by June 30 of the current school year. For extenuating circumstances, the deadline may be extended. Even when this formal complaint procedure is initiated, efforts may occur at any point to accomplish satisfactory informal resolution. In no case is there to be retaliation from either party. The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law. Parents, students, Board members, volunteers, and staff at the Charter School shall be provided with a copy of the Charter School's policies and internal dispute resolution process. The District shall promptly refer all disputes not related to a possible violation of the charter or law to the Charter School.

### **ELEMENT 15: 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  $\S$  47605(c)(5)(O)

# **Closure Action**

The decision to close 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(h)) or non-renewed by the OUSD Board of Education, and the Charter has exhausted any appeals procedures the Charter pursued; the governing board of Charter School votes to close Charter School; the Charter lapses or is surrendered; or the Charter School ceases to serve students for at least six consecutive months.

### **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" 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 OUSD 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 OUSD Office of Charter Schools (OCS). Charter School shall provide OCS with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the OCS 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 OCS.
- 3. Alameda County Office of Education (ACOE). Charter School shall send written notification of the Closure Action to ACOE by registered mail within 72 hours of the

Closure Action. Charter School shall simultaneously provide a copy of this notification to OCS.

- 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 OCS.
- 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 ACOE of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of this notification and correspondence to OCS.
- 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 OCS.
- 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 OCS.
- 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 to OCS.

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, which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results
- 3. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

- 1. The effective date of the 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 OCS.

### 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 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 student records to receiving schools shall be in accordance with OUSD procedures for students moving from one school to another.
- 3. Charter School shall prepare and provide an electronic master list of all students to OCS 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 submitted to OCS 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 OCS for the delivery 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 OCS 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 OCS and the designee a spreadsheet of personnel records of all active and inactive employees, that includes dates of employmet, role, salary, and any other information necessary for employment verification. Both Charter School and the designee, individually and separately, shall inform OCS immediately upon the transfer of Charter School's employee records to the designee.
- 7. 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.
- 8. 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 CDE may notify Charter School and the authorizing entity of any liabilities Charter School owes the state, which may include overpayment of Local Control Funding Formula and select apportionments, start up grants, or other 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 "closeout 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 so permitted by the California Department of Education, California State Controller, and/or the State Superintendent of Public Instruction.

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 OUSD. 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 or other special education funding 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 budget
- 2. Local control and accountability plan and annual updates
- 3. Interim financial reports
- 4. Second interim financial reports
- 5. Final unaudited reports

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

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

# Disposition of Liabilities and Assets

The closeout audit shall identify the disposition of all liabilities of Charter School. Charter School closure procedures must also ensure appropriate disposal, in accordance with the 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.
- 5. The submission of an inventory of equipment log in coordination with the charter school's independent auditor about the proper procedures for liquidating the assets, consistent with federal regulations. The inventory log shall include:
  - a. Name and contact of person(s) handling the liquidation;
  - b. Each item in excess of \$500 (computers, laptops, printers, and other equipment);
  - c. An identification number that corresponds to a tag on that item;
  - d. The cost of the item and whom/where/date of the item that was donated/sold.

If Charter School is operated by a nonprofit corporation, and if the corporation does not have any functions other than operation of Charter School, the corporation shall be dissolved according to its bylaws.

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 closure of Charter School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

Charter School shall provide OUSD 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:

1. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.

- 2. Make final federal tax payments (employee taxes, etc.)
- 3. 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, nonrenewal, 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**

Prior to occupancy or use of any school site or facility, Charter School shall provide OCS 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. Prior to occupancy or use of any school site or facility, Charter School shall provide documentation to OCS that the 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. This requirement shall also apply, upon request by the District, 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, or notices issued by the authorized building and safety agency or the District. 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 provide such documentation to OCS 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.

# **Hold Harmless/Indemnification Provision**

Charter School, through this Charter agrees to defend, indemnify, and hold harmless OUSD, its officers, directors, agents, representatives, employees, attorneys, volunteers, successors and assigns (collectively hereinafter "District" and "District Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities including but not limited to attorneys' fees that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School's performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns. Moreover, Charter School agrees to indemnify, defend, and hold harmless OUSD and the OUSD 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 supervisorial oversight of Charter School not to exceed 1% of the Charter School's revenue, or the District may charge for the actual costs of supervisorial 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 supervisorial 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.

# 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. Charter School shall notify all parties with whom it enters into a contract that the District is a separately legal entity and is not responsible for performing any of the Charter School's obligations under the contract, including payment for services.

# 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.

The Charter School's financial statements, proposed budgets, projections, expenditures, and cashflow shall include the Charter School's anticipated expenditures for special education services, including any projected funding received for special education services, the average cost per pupil of providing special education services, and the extent to which the Charter School projects that it will have to incur special education expenditures from its unrestricted general fund revenues. If the Charter School does not belong to a SELPA as an LEA, it must also provide its projected equitable contribution to Districtwide special education costs.

# Audit and Inspection of Records

The District hereby reserves the right, pursuant to its oversight responsibility, to audit Charter School's books, records, data, processes and procedures through the Office of Charter Schools, or in coordination with FCMAT, or in coordination with a mutually agreed upon third party. The audit may include, but is not limited to, the following areas:

- Compliance with terms and conditions prescribed in the Charter,
- Internal controls, both financial and operational in nature,
- The accuracy, recording and/or reporting of school financial information,
- Charter School's debt structure.
- Governance policies, procedures and history,
- The recording and reporting of attendance data,
- Charter School's enrollment process, suspension and expulsion procedures, and parent involvement practices,
- · 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 business days notice to Charter School. In extreme circumstances when 30 business days notice may defeat the purpose of the audit, the District may conduct the audit upon 24 hours notice.

In addition, if an allegation of waste, fraud, or abuse of power related to Charter School operations is received by the District, Charter School shall be expected to cooperate with any investigation undertaken by the Office of Charter Schools.

# **Data and Information Reporting**

Charter School shall provide the following data elements to OCS, according to a data reporting calendar that will be published by OCS prior to September 1 of each school year:

- Fall Census Day enrollment spreadsheet
- Reports required by Education Code section 47604.33:
  - Preliminary budget
  - Local control and accountability plan
  - First interim financial report
  - Second interim financial report
  - Final unaudited report
- Other audit-related, attendance, and/or enrollment information and reports:
  - o Annual independent audit report (Ed. Code § 47605(m))
  - o Independent Auditor Selection Form (Ed. Code § 41020(f)(1))
  - o 20 day attendance report (Ed. Code § 47652(a))
  - Monthly attendance reports
  - o Principal Apportionment Data (P1, P2, and P-Annual)
  - o Monthly student exit reports (Ed. Code § 47605(e)(3))
- Information/documentation related to Charter School's facilities, SELPA, student/family handbook, and governing board (including membership, bylaws, and specified policies)

Additionally, Charter School shall notify OCS in writing in a timely manner of all changes to leadership at the Charter School, the Charter Management Organization, and the governing board.

# A. Budget/Financial Plan/Reporting

Governing Law: The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cashflow and financial projections for the first three years of operation. Education Code Section 47605(h).LPS Oakland will develop and the LPS Board of Directors will approve balanced budgets prior to each fiscal year. Annual budgets will contain reserves and will be submitted to the District, County Office of Education, and any other entities as required by law. As required by Education Code Section 47605(h), please refer to the appendices of this charter for the budget, cash flow, budget narrative and assumptions.

LPS may receive funding in accordance with Education Code, Charter Schools Act and other appropriate laws, and will opt to receive funding directly from the State. These funds may include, but are not limited to, general purpose block grant, in lieu of economic impact aid; the California State Lottery; categorical block and non-block grants; charter school funding from the California Department of Education, the federal government or other sources; and any other available or mutually agreeable sources of funding for programs. LPS expects that any funds received by the District and due to the school will be forwarded to LPS in a timely fashion.

# Verifiable Internal Procedures and Controls

LPS has verifiable internal procedures to ensure compliance with approved budgets. Commencing with the budget process through approval, stakeholders are involved in the formation of the budgets, hiring of staff and other personnel decisions. This budget process is culminated in a board approval of the budget. After the approval and with the commencement of the new fiscal year, monthly budget to actual reports are submitted to each department chair and monthly budget to actual reports are submitted to the CEO and board for review and approval. District oversight also assists with budget maintenance and the process is culminated in the annual audit.

# **Financial Reporting**

The Charter School shall provide reports to the District and County Office of Education as follows, and may provide additional fiscal reports as requested by the District and County Office of Education:

By July 1, a preliminary budget for the current fiscal year.

By July 1, a local control and accountability plan and an annual update to the local control and accountability plan required pursuant to Education Code Section 47606.5

By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on or before December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, California Department of Education and County Superintendent of Schools.

By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.

By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

The Charter School shall provide reporting to the District as required by law and as requested by the District including, but not limited to, the following: California Basic Educational Data System (CBEDS), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the School Accountability Report Card (SARC), and the LCAP.

The Charter School agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District.

# Memorandum of Understanding

LPS Oakland agrees to negotiate in good faith to develop a Memorandum of Understanding that establishes the specific financial and service relationship between the School and the District. LPS hopes that this Memorandum of Understanding will accomplish the following, among other things:

- Address funds transfer and fiscal oversight procedures,
- Transfer of course credits for the Charter School's classes,
- Address enrollment outreach efforts (e.g., access to middle schools),
- Indicate the District services, if any, and opportunities that will require a fee, and
- Enable the efficient and fair resolution of disagreements or disputes between LPS and the District.

As required by law, LPS anticipates that the District will provide and/or perform the supervisory oversight tasks and duties specified and/or necessitated for the implementation of this charter for a fee representing documented actual costs that will not exceed one percent (1%) of the Charter School's revenue, or the District may charge for the actual costs of supervisorial oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District.

### B. Insurance

The Charter School shall acquire and finance general liability, workers' compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts will be based on recommendations provided by the Charter School's insurer. The District Board of Education shall be named as an additional insured on all policies of the Charter School.

LPS will retain its own legal counsel when necessary. It will purchase and maintain as necessary appropriate levels of general liability, worker's compensation and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. LPS will provide evidence of coverage and name the District as an additional insured. LPS is currently insured by ASCIP (The Alliance of Schools for Cooperative Insurance Programs), which insures many school districts in California. Evidence of the insurance coverage can be found in the appendices of this charter.

# *Insurance Coverage*

Type of Insurance Coverage	Coverage Amount
Liability	\$5,000,000 / per occurrence
Workers Compensation	\$2,000,000 /each accident \$2,000,000 / per employee
Property	\$500,000,000 / per occurrence
Automobile Physical Damage	Actual Cash Value
Employee Dishonesty (Crime)	\$5,000,000 / per occurrence
Cyber Coverage	\$5,000,000 / per occurrence

# C. Administrative Services

<u>Governing Law</u>: The manner in which administrative services of the charter school are to be provided. Education Code Section 47605(h).

The Charter School will provide or procure its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. [insert name of back office provider/vendor and qualifications, if applicable]

#### D. Facilities

Governing Law: The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. Education Code Section 47605(h).

LPS Oakland currently operates a single charter school within the geographic boundaries of the District. The Charter School is located at 8601 MacArthur Blvd Bldg. 100, Oakland, CA 94605.

This facility has a sufficient number of classrooms, office space, and other shared spaces to effectively serve all students at the Charter School. The LPS network has experience in facilities management in their Chief Business Officer, Director of Technology & Facilities, and the Director of Operations. They work with site administrators to manage facilities and operations, coordinate with the district personnel and support the management of site operations staff. General Operations (Facilities Acquisition/Management). Under the direction of the Superintendent, LPS has a Chief Business Officer, Director of Technology & Facilities and Director of Operations that manage facilities acquisition and management, including but not limited to build outs and renovations.

# E. Student Transportation

LPS does not provide transportation for students to and from school each day. Transportation will be provided for field trips either via school buses or public transportation. Transportation is provided for athletic events through Castlemont High School. When Castlemont High School provides transportation to and from athletic events, student-athletes are required to ride transportation provided.

# F. Potential Civil Liability Effects

Governing Law: Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district. Education Code Section 47605(h).

The Charter School shall be operated by a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an authority that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of the Charter School.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts shall be determined by recommendation of the District and the Charter School's insurance company for schools of similar size, location, and student population. The District shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School Board shall institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution

#### Term of Charter

The term of this charter shall be for two years commencing on July 1, 2025 and expiring on June 30, 2027.

#### Material Revision

Any material revisions to the School's charter shall only be made by mutual agreement of the LPS Board of Directors and the charter authorizer. In accordance with Education Code Section 47607, LPS may present a petition for a material revision of the charter at any time, and LPS believes that the District will agree to respond to such petitions pursuant to the applicable process, criteria and timelines specified in Education Code Sections 47605 and 47607. The charter requirement for teacher and/or parent signatures is not required for renewal of a charter.

# Severability and Interpretation of the Charter

If any clause of the Charter is found to be invalid for any reason, all other clauses remain in effect.

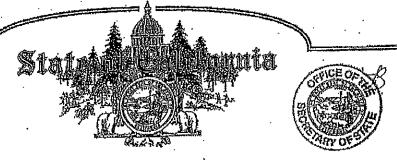
All terms of the Charter that can be interpreted as within the intent of the California Education Code shall be interpreted in such a manner.

Any element of the Charter that, through legislation or legal ruling, is deemed to be outside the language or intent of the Education Code or other applicable law should be removed from the charter. Such a situation would not result in the revocation of the Charter. The remaining provisions of the Charter shall remain in place.

# Appendices

# LPS Articles of Incorporation

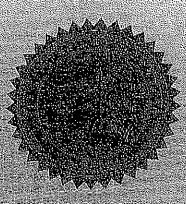
2278050



# SECRETARY OF STATE

I, BILL JONES, Secretary of State of the State of California, hereby certify:

That the attached transcript of \_\_\_\_ page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and allfx the Great Seal of the State of California this day of

MAY 2.9 2002

Secretary of State

# Articles of Incorporation

2278050

# ARTICLES OF INCORPORATION

ENDORSED - FILER
IN THE UFFICE OF THE
SECRETARY OF STATE
OF THE STATE OF GALLEON

MAY 29 2002

BILL JOHES, SECRETARY OF STA

OF

# LEADERSHIP PUBLIC SCHOOLS, INC.

The undersigned Incorporator hereby executes the following Articles of Incorporation for the purpose of forming a corporation under the General Corporation Law of the State of California:

# ARTICLEI

The name of the corporation is: LEADERSHIP PUBLIC SCHOOLS, INC.

# ARTICLEII

- A. The corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.
- B. The specific purpose of this corporation is to establish and operate schools, including but not limited to public charter schools that provide a free education to students in elementary school, middle school, and high school, and such other educational activities as the Board of Directors may define from time to time.

# ARTICLE III ·

The name and address in the State of California of this corporation's initial agent for service of process is:

Mark E. Kushner, Esq. 70 Carmel Street San Francisco, CA 94117

### ARTICLEIV

- A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Internal Revenue Code Section 501(c)(3).
- B. No substantial part of the activities of the corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

#### ARTICLE V

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever impre to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Internal Revenue Code Section 501(c)(3).

IN WITNESS WHEREOF, the undersigned Incorporator has executed the foregoing Articles of Incorporation on May 28, 2002.

Mark E. Kushner Incorporator



# Verification of Good Standing of Leadership Public Schools Non-Profit Corporation

25241525887 CORPORATE RECORDS & BUSINESS REGISTRATIONS

This Record Last Updated:04/25/2003
Database-Last Updated:06-03-2003
Update Frequency:WEEKLY
Current Date:06/04/2003
Source:As REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE

# COMPANY INFORMATION

Name: Leaderstip Public SCHOOLS, INC. Address: 70 CARMEL ST SAN ERANCISCO, CA 94117

# FILING IMPORMATION

Filing Date:05/29/2002
State of Incorporation:CALIFORNIA
Date Incorporated:05/29/2002
States:ACTIVE
Corporation Type:NON-PROFIT
Business Type:CORFORATION
Address Type:MAILING
Registration ID#:C2278050
Where Filed:SECRETARY OF STATE/CORFORATIONS
DIVISION
1500 - 11TH STREET
SACRAMENTO, CA 95814

# REGISTERED AGENT INFORMATION

Agent Name: MARK RUSHNER Address: 70 CARMEL ST SAN FRANCISCO, CA 94117

# PRINCIPAL INFORMATION

Name:MARK KUSHNER Title:PRESIDENT Address:70 CARMEL ST SAN FRANCISCO, CA 94117

K INTORMATION

Franchise Tax Details:

Status: GOOD STANDING

NOTE THE TENED TO THE PROPERTY OF THE PROPERTY OF

Copr. o West 2003 No Claim to Orig. U.S. Govt. Works

# LEADERSHIP PUBLIC SCHOOLS, INC.

# **BYLAWS**

(ADOPTED JANUARY 7, 2005)

(REVISED AND ADOPTED OCTOBER 20, 2007)

(REVISED AND ADOPTED JUNE 14, 2009)

(REVISED AND ADOPTED DECEMBER 1, 2011)

(REVISED AND ADOPTED JANUARY 9, 2017)

(REVISED AND ADOPTED OCTOBER 7, 2019)

(REVISED AND ADOPTED JUNE 2, 2022)

(REVISED AND ADOPTED AUGUST 11, 2022)

(Revised December 14, 2022)

# **BYLAWS**

for the regulation, except as otherwise provided by statute or its Articles of Incorporation,

of

# LEADERSHIP PUBLIC SCHOOLS, INC.

a California Nonprofit Public Benefit Corporation

# I. MEMBERSHIP/SPECIFIC PURPOSE

The specific purpose of this corporation is to establish and operate schools, including but not limited to public charter schools that provide a free education to students in elementary school, middle school and high school, and such other educational activities as the Board of Trustees may define from time to time.

The corporation has no members. The rights which would otherwise vest in the members vest in the directors of the corporation (hereinafter the directors shall be individually referred to as "Trustees" and collectively as the "Board") of Leadership Public Schools, Inc. (hereinafter "LPS"). For purposes of Corporations Code compliance, "Trustee(s)" shall mean "Director(s)."

# II. BOARD OF TRUSTEES

# A. Powers

The Board shall conduct or direct the affairs of the corporation and exercise its powers, subject to the limitations of the California Nonprofit Public Benefit Corporation Law, the Articles of Incorporation and these Bylaws. The Board may delegate the management of the activities of the corporation to others, so long as the affairs of the corporation are managed, and its powers are exercised, under the Board's ultimate jurisdiction.

Without limiting the generality of the powers here granted to the Board, but subject to the same limitations, the Board shall have all the powers enumerated in these Bylaws, and the following specific powers:

- 1. To elect and remove Trustees.
- 2. To select, hire and/or remove the Superintendent of Schools, including to prescribe powers and duties for the position and to fix the compensation.
- 3. To cause to be selected, hired and/or removed officers, agents and employees of the corporation; to prescribe powers and duties for them; and to fix their compensation.
- 4. To conduct, manage and control the affairs and activities of the corporation, and to LPS Bylaws Page 2

make rules and regulations.

- 5. To enter into contracts, leases and other agreements which are, in the Board's judgment, necessary or desirable.
- 6. To act as trustee under any trust incidental to the corporation's purposes, and to receive, hold, administer, exchange and expend funds and property subject to such a trust.
- 7. To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property.
- 8. To borrow money, incur debt, and/or to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities.
- 9. To indemnify and maintain insurance on behalf of any of its Trustees, officers, employees or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the provisions of the California Nonprofit Public Benefit Law and the limitations noted in these Bylaws.

# **B.** Number of Trustees

The number of Trustees of the corporation shall be neither less than 5 nor more than 9.

# C. Appointment of Trustees

- 1. <u>Appointment</u>. The Board of Trustees shall seat the representative appointed by a charter authorizer upon written notification from the Superintendent of such an appointee. All trustees shall have full voting rights, including any representative appointed by a charter authorizer as consistent with Education Code Section 47604(b). If a charter authorizer designates a representative to serve on the Board of Trustees, the Board of Trustees may appoint an additional trustee to ensure an odd number of Board members. All trustees, except for a representative designated by the charter authorizer, shall be appointed by the existing Board of Trustees.
- 2. <u>Eligibility</u>. The Board may appoint any person who in its discretion it believes will serve the interests of the corporation faithfully and effectively. In addition to other candidates, the Board may consider the following nominees:
  - a. A parent or legal guardian of an active LPS student, at the time of appointment, of a rotating LPS school as recommended by the Superintendent to represent the LPS Parents (the "Parent Representative").
  - b. An alumna or alumnus of one of the LPS schools who has been recommended by the Superintendent to represent the Alumni of LPS (the "Alumni Representative").

3. <u>Interested Persons</u>. No persons serving on the Board may be interested persons. An "interested person" is: (1) any person currently being 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 Trustee as Trustee; or (2) any sister, brother, ancestor, descendant, spouse, sister-in-law, brother- in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of any such person. Employees shall not serve on the Board of Trustees.

# 4 Term of Office

- a. The term of office of all members of the Board of Trustees shall be three years, with the following exceptions:
  - (1) The term of any Trustee who is the Parent/Legal Guardian, LPS Faculty and LPS Student Representative shall be one year.
  - (2) The Board may at its discretion and for good reason appoint by majority vote a trustee for a term of less than three years.
- b. No Trustee, other than a Trustee serving as a corporate officer may serve for more than six (6) consecutive years (two, 3-year terms), provided however, that the board may at its discretion and for good reason appoint a Trustee for one or more additional terms of one year without regard to the number of consecutive years such Trustee has already served.
- c. The term of office of a Trustee appointed to fill a vacancy in these Bylaws begins on the date of the Trustee's appointment, and continues: (1) for the balance of the unexpired term in the case of a vacancy created because of the resignation, removal, or death of a Trustee, or (2) for the term specified by the Board in the case of a vacancy resulting from the increase of the number of Trustees.
- d. A Trustee's term of office shall not be shortened by any reduction in the number of Trustees resulting from amendment of the Articles of Incorporation or the Bylaws or other Board action.
- e. A Trustee's term of office shall not be extended beyond that for which the Trustee was appointed by amendment of the Articles of Incorporation or the Bylaws or other Board action.
- 5. <u>Time of Elections</u>. The Board shall appoint Trustees at a Regular Meeting designated for that purpose, or at a Special Meeting called for that purpose.

# D. Removal of Trustees

The Board may remove a Trustee, except for a representative appointed by the charter

authorizer, without cause as provided by the California Nonprofit Public Benefit Corporation law. The representative designated by a charter authorizer may be removed without cause by the charter authorizer or with the written consent of the charter authorizer. Without limiting the Board's right to remove a Trustee without cause, the Board may remove any Trustee:

- 1. Who has failed to attend two or more of the Board's Regular Meetings in any calendar year;
- 2. Who has been declared of unsound mind by a final order of court;
- 3. Who has been convicted of a felony;
- 4. Who has been found by a final order or judgment of any court to have breached any duty imposed by the California Nonprofit Public Benefit Corporation Law; or
- 5. For such other reason as the Board may determine.

# **E.** Resignation by Trustee

A Trustee may resign by giving written notice to the Board Chair or Secretary. The resignation is effective on the giving of notice, or at any later date specified in the notice. A Trustee may not resign if the Trustee's resignation would leave the corporation without a duly elected Trustee in charge of its affairs, without first giving notice to the California Attorney General.

# F. Vacancy

A vacancy is deemed to occur on the effective date of the resignation of a Trustee, upon the removal of a Trustee, upon declaration of vacancy pursuant to these Bylaws, or upon a Trustee's death. A vacancy is also deemed to exist upon the increase by the Board of the authorized number of Trustees. Vacancies on the Board of Trustees, except for the representative appointed by a charter authorizer, may be filled by approval of the Board of Trustees or, if the number of trustees then in office is less than a quorum, by (a) the affirmative vote of a majority of the trustees then in office at a regular or special meeting of the Board, or (b) a sole remaining trustee. A vacancy in the seat of the representative of a charter authorizer shall be filled by the charter authorizer.

# **G.** Compensation of Trustees

Trustees shall not receive compensation for their service as an LPS Trustee. The Board may approve reimbursement of a Trustee's actual and necessary expenses while conducting corporation business.

# III. PRINCIPAL OFFICE

The corporation's principal office shall be at 99 Linden St., Oakland, CA 94607, or at such other place as the Board may select by resolution or amendment of the Bylaws. The Secretary shall note any change in principal office on the copy of the Bylaws maintained by the Secretary.

# IV. MEETINGS OF THE BOARD

All meetings of the Board shall be conducted in accordance with the Brown Act (Govt. Code 54950 et seq.). The Board of Trustees shall audio record, video record, or both, all the governing board meetings and post the recordings on each charter school's internet website.

# A. Place of Meetings

Board Meetings shall be held at the corporation's principal office or at any other reasonably convenient place as the Board may designate. All Board meetings must be held within the physical boundaries of the county in which the greatest number of pupils enrolled in its charter schools reside. A two-way teleconference location shall be established at each school site.

# B. Regular Meetings

Regular Meetings shall be held at various times within the year as the Board determines.

# C. Special Meetings

A Special Meeting shall be held at any time called by the Chair or by a majority of the Board of Trustees. If a Chair has not been elected then the Vice Chair is authorized to call a special meeting in place of the Chair. The party calling a special meeting shall determine the place, date, and time thereof.

# D. Adjournment

A majority of the Trustees present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place. Notice of such adjournment to another time or place shall be given, prior to the time scheduled for the continuation of the meeting, to the trustees who were not present at the time of the adjournment, and to the public in the manner prescribed by the Brown Act.

#### E. Notices

Notices of Board Meetings shall be given as follows:

- 1. Regular Meetings: At least 72 hours prior to the regular meeting, the Board must post an agenda containing a brief general description of each item to be discussed or transacted at the meeting, including items to be discussed in closed session.
- 2. Special Meetings: Notice of a special meeting containing a brief general description of each item to be discussed or transacted at the meeting, including items to be discussed in closed session, must be provided 24 hours in advance of the meeting to the public, all the Board and to all media outlets who have requested notification.
- 3. Emergency Meetings: Notice of an emergency meeting containing a brief general description of each item to be discussed or transacted at the meeting, including items to be

discussed in closed session, must be provided 1 hour in advance of the meeting to the public, all the Board and to all media outlets who have requested notification.

# V. ACTION BY THE BOARD

# A. Quorum

A quorum consists of a majority of the fixed number of Trustees. Trustees may not vote by proxy. The vote or abstention of each Board member present for each action taken shall be publicly reported.

# B. Action by the Board

1. <u>Actions Taken at Board Meetings</u>. The actions taken and decisions made by a majority of the Trustees present at a meeting duly held at which a quorum is present are the actions and decisions of the Board, except for purposes of appointing committees and delegating authority thereto, or amending the corporation's Bylaws, where the action of a majority of Trustees then in office is required by the California Nonprofit Public Benefit Corporation Law or as set out in these Bylaws.

The Board may continue to transact business at a meeting at which a quorum was originally present, even though Trustees withdraw, provided that any action taken is approved by at least a majority of the quorum required.

- 2. <u>Teleconference Meetings.</u> Members of the Board of Trustees may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with: At a minimum, a quorum of the members of the Board shall participate in the teleconference meeting from locations within the physical boundaries of the county in which the greatest number of pupils enrolled in its charter schools reside;
  - (a) All votes taken during a teleconference meeting shall be by roll call;
  - (b) If the Board of Trustees 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.
  - (c) All locations where a member of the Board of Trustees participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda<sup>1</sup>;
  - (d) 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 Trustees directly at each teleconference location; and
  - (e) Members of the public attending a meeting conducted via teleconference

<sup>&</sup>lt;sup>1</sup> This means that members of the Board of Trustees 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.

need not give their name when entering the conference call<sup>2</sup>.

# C. Committees

- <u>a.</u> <u>Committees of Trustees</u>. The Board may, by a majority of the Trustees then in office, create one or more Board Committees ("Committees"), each consisting of two or more Trustees, and no persons who are not Trustees, to serve at the pleasure of the Board. Appointments to committees of the Board of Trustees shall be by majority vote of the trustees then in office. The Board of Trustees may appoint one or more trustees as alternate members of any such committee, who may replace any absent member at any meeting. Any Committee, to the extent provided in the resolution of the Board and allowed by law may be given the authority of the Board except that no Committee may:
  - i. Fill vacancies on the Board or in any Committee which as the authority of the Board;
  - ii. Amend or repeal Bylaws or adopt new Bylaws;
  - iii. Amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable;
  - iv. Appoint any other Committees or the members of these Committees;

The Board may also create one or more advisory committees composed of trustees and non-trustees. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the trustees then in office, advisory committees to serve at the pleasure of the Board.

# **b.** Executive Committee

The Board may appoint five (5) or more Trustees, including, but not limited to the Officers of the Board as the Executive Committee of the Board. The Chair shall serve as chair of the Executive Committee. The Executive Committee shall have authority in the management of the business and affairs of the Corporation between meetings of the Board as delegated by the Board of Trustees by resolution of the Board.

# c. Audit Committee

At all times that this Corporation is required by applicable law to have an independent audit, or at any time the Corporation voluntarily chooses to do so, the Corporation shall have an Audit Committee consisting of at least three (3) Trustees and may include nonvoting advisors. Members of the Audit Committee shall not receive compensation for their service on the Audit Committee. If the Corporation has a Finance Committee, a majority of the members of the Audit Committee may

<sup>&</sup>lt;sup>2</sup> The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

not concurrently serve as members of the Finance Committee, and the Chair of the Audit Committee may not serve on the Finance Committee. The Audit Committee shall perform the duties and adhere to the guidelines set forth from time to time by the Board. These duties include, but are not limited to:

- i. Assisting the Board in choosing an independent auditor and recommending termination of the auditor if necessary;
- ii. Negotiating the auditor's compensation;
- iii. Conferring with the auditor regarding the Corporation's financial affairs; and
- iv. Reviewing and accepting or rejecting the audit.

# D. Standard of Care

- 1. <u>Performance of Duties</u>. Each Trustee shall perform all duties of a Trustee, including duties on any Board Committee, in good faith, in a manner the Trustee believes to be in the corporation's best interest and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.
- 2. <u>Reliance on Others</u>. In performing the duties of a Trustee, a Trustee shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, presented or prepared by:
  - a. The Superintendent and/or other officers or employees of the corporation whom the Trustee believes to be reliable and competent in the matters presented;
  - b. Legal counsel, independent accountants or other persons as to matters that the Trustee believes are within that person's professional or expert competence; or
  - c. A Board Committee on which the Trustee does not serve, as to matters within its designated authority, provided the Trustee believes the Committee merits confidence and the Trustee acts in good faith, after reasonable inquiry when the need is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.
- 3. <u>Investments</u>. In investing and dealing with all assets held by the corporation for investment, the Board shall exercise the standard of care described above and avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the corporation's capital. The Board may delegate its investment powers to others, provided that those powers are exercised within the ultimate direction of the Board. No investment violates this section where it conforms to provisions authorizing such investment contained in an instrument or agreement pursuant to which the assets were contributed to the corporation.

# E. Rights of Inspection

Every Trustee has the right to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation, provided that such inspection is conducted at a reasonable time after reasonable notice. 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. 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.

# Participation in Discussions and Voting At Meetings

Every Trustee present at a meeting has the right to participate in the discussion and vote on all issues before the Board or any Board Committee, except that any Trustee shall be excused from the discussion and vote on any matter involving: (a) indemnification of that Trustee; or (b) any other matter at the discretion of a majority of the Trustees then present.

# F. Duty to Maintain Board Confidences

Pursuant to the Brown Act, meetings, votes and discussions by the Board and Board committees are open to the public subject to certain limited closed session exceptions. In the case of meetings, votes and discussions conducted in closed session, every Trustee has a duty to maintain the confidentiality of such Board actions, including discussions and votes. Any Trustee violating this confidence may be removed from the Board.

# VI. OFFICERS

# A. Officers

The officers of the corporation consist of a Chair, a Vice Chair, Chief Executive Officer, a Secretary and a Treasurer. The corporation also may have such other officers as the Board deems advisable.

- 1. <u>Chair</u>. If a Chair is elected, he or she shall preside at the Board of Trustees' meetings and shall exercise and perform such other powers and duties as the Board of Trustees may assign from time to time. If a Chair is elected, there shall also be a Vice Chair.
- 2. <u>Vice Chair</u>. The Vice Chair shall, in the absence or disability of the Chair, perform all the duties of the Chair. The Vice Chair shall have such other powers and perform such other duties as may be prescribed by the Board.
- 3. <u>Chief Executive Officer</u>. The Chief Executive Officer (also known as the "Superintendent") 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 Chief Executive Officer shall have such LPS Bylaws Page 10

other powers and duties as the Board of Trustees or the bylaws may require.

- 4. <u>Secretary</u>. The Secretary shall: (a) keep or cause to be kept, at the corporation's principal office, or such other place as the Board may direct a book of minutes of all meetings of the Board and Board Committees, noting the time and place of the meeting, whether it was annual, regular or special (and if special, how authorized), the notice given, the names of the trustees present at Board of Trustees meetings, and the vote or abstention of each Board member present for each action taken.; (b) keep or cause to be kept a copy of the corporation's Articles of Incorporation and Bylaws, with amendments; (c) give or cause to be given notice of the Board and Committee meetings as required by the Bylaws; and (d) have such other powers and perform such other duties as the Board may prescribe.
- 5. <u>Treasurer</u>. The Treasurer shall: (a) keep or cause to be kept adequate and correct accounts of the corporation's properties, receipts and disbursements; (b) make the books of account available at all times for inspection by any Trustee; (c) deposit or cause to be deposited the corporation's monies and other valuables in the corporation's name and to its credit, with the depositories the Board designates; (d) disburse or cause to be disbursed the corporation's funds as the Board directs; (e) render to the Chair and the Board, as requested but no less frequently than once every fiscal year, an account of the corporation's financial transactions and financial condition; (a) prepare any reports on financial issues required by an agreement on loans; and (g) have such other powers and perform such other duties as the Board may prescribe.

# B. Election, Eligibility and Term of Office

- 1. <u>Election</u>. The Board shall elect the officers annually at a Regular Meeting designated for that purpose or at a Special Meeting called for that purpose, except that officers elected to fill vacancies shall be elected as vacancies occur.
- 2. <u>Eligibility</u>. A Trustee may hold any number of offices, except that neither the Secretary nor Treasurer may serve concurrently as the Chair or Chief Executive Officer.
- 3. <u>Term of Office</u>. Each officer serves a two-year term that can be extended for two single year terms at the pleasure of the Board.

# C. Removal and Resignation

The Board may remove any officer, either with or without cause, at any time. Such removal shall not prejudice the officer's rights, if any, under an employment contract. Any officer may resign at any time by giving written notice to the corporation, the resignation taking effect on receipt of the notice or at a later date of specified in the notice.

# VII. NON-LIABILITY OF TRUSTEES

Subject to applicable provisions of the California Nonprofit Public Benefit Corporation law, the Trustees shall not be personally liable for the corporation's debts, liabilities or other obligations.

# VIII. INDEMNIFICATION OF CORPORATE AGENTS

To the fullest extent permitted by law, the Corporation shall indemnify its trustees, 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 Trustees by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Trustees 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 Trustees shall authorize indemnification.

# IX. INSURANCE FOR CORPORATE AGENTS

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Trustee, officer, employee or other agent of the corporation, against any liability other than for violating provisions of law relating to self-dealing asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of the California Nonprofit Public Benefit Corporation Law.

# X. CONTRACTS WITH TRUSTEES

The Corporation shall not enter into a contract or transaction in which a trustee directly or indirectly has a material financial interest (nor shall the Corporation enter into any contract or transaction with any other corporation, firm, association, or other entity in which one or more of the Corporation's trustees are trustees and have a material financial interest).

# XI. OTHER PROVISIONS

# A. Fiscal Year

The fiscal year of the corporation begins on July 1 of each year and ends on June 30 of the following year.

# **B.** Execution of Instruments

Except as otherwise provided in these Bylaws, the Board may adopt a resolution authorizing any officer or agent of the corporation to enter into any contract or execute and deliver any

instrument in the name of or on behalf of the corporation. Such authority may be general or confined to specific instances. Unless so authorized, no officer, agent or employee shall have any power to bind the corporation by any contract or engagement, to pledge the corporation's credit, or to render it liable monetarily for any purpose or any amount.

# C. Checks and Notes

Except as otherwise specifically provided by Board resolution, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation may be signed by the Chief Executive Officer.

# **D.** Construction and Definitions

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both a corporation and a natural person. The captions and headings in these Bylaws are for convenience of reference only and are not intended to limit or define the scope or effect of any provisions.

# E. Contracts with Non-Trustee Designated Employees

The Corporation shall not enter into a contract or transaction in which a non-trustee 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.

# F. Interpretation of Charter

Whenever any provision of these Bylaws are in conflict with the provisions of any LPS school's charter, the provisions of the charters control.

# XII. AMENDMENT

A majority of the Trustees then in office may adopt, amend or repeal these Bylaws, except that no amendment shall change any provisions of any charter governing any charter school operated as or by the Corporation or make any provisions of these bylaws inconsistent with such charter, the Corporation's articles of incorporation, or any laws.

#### CERTIFICATE OF SECRETARY

The undersigned does hereby certify that the undersigned is the Secretary of the Leadership Public Schools, Inc., a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, that the foregoing Bylaws of said corporation were duly and

regularly adopted as such by the Board of Trustees of said corporation, which Trustees are the only members of said corporation; and that the above and foregoing Bylaws are now in full force and effect.

Dated: December 14, 2022

Emmanuel Barrera LPS Board Secretary



# CONFLICTS OF INTEREST POLICY PURSUANT TO THE POLITICAL REFORM ACT OF 1974 (GOVERNMENT CODE §§ 87100, ET SEQ.) AND GOVERNMENT CODE SECTION 1090

# I. Adoption

The Governing Board hereby adopts this Conflict-of-Interest Policy ("Policy"), which shall apply to all governing board members, candidates for member of the board, and all other designated employees of Leadership Public Schools ("School").

# II. Definitions

"Designated Persons" are officers and employees of the school and board members who hold positions that involve the making or participation in the making of decisions that may foreseeably have a material effect on any financial interest of that individual. The designated positions are listed in Appendix "A" attached to the School's Conflict of Interest Code and incorporated herein by reference.

"Remote Interests in a Contract" are those interests identified in Government Code section 1091 and relate only to voting members on the Board of Directors and are referred to as "disqualifying interests" herein.

"Non-Interest in Contract" are those interests identified in Government Code section 1091.5 and relate to directors, officers or employees of the School and are referred to as "disqualifying interests" herein. A copy of Government Code sections 1091 and 1091.5 are attached as Exhibit A to this policy.

# III. Disclosure Statements

# A. Statement of Economic Interest, Form 700

Each designated employee, including governing board members and candidates, shall file a Statement of Economic Interest, Form 700 ("Statement") at the time and manner prescribed below, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the Designated Person's position is assigned in Appendix A of the School's Conflict of Interest Code.

An investment, interest in real property or income shall be reportable if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or by participation in the



decision by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in Appendix B of the School's Conflict of Interest Code.

# **Contents of Statements**

**Initial Statements**: Initial Statements shall disclose any reportable investments, interests in business positions and real property held on the date of assuming office, and income received during the twelve (12) months prior to the effective date of the Code.

Assuming Office Statements: Assuming Office Statements shall disclose any reportable investments, interests in business positions and real property held on the date of assuming office, and income received during the 12 months before the date of assuming office or the date of being appointed or nominated.

**Annual Statements**: Annual Statements shall disclose reportable investments, interests in real property, and income and business positions held or received during the previous calendar year or since the date the designated employee took office if during the calendar year.

**Leaving Office Statement**: Leaving Office Statements shall disclose reportable investments, interests in real property, business positions held and income received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.

# **Timing of Filings**

An initial Statement shall be filed by each designated person within 30 days after the effective date of the Code. Thereafter, each new Designated Person shall file a Statement within 30 days after assuming office. Each Designated Person shall file an annual Statement by April 1. Every Designated Person who leaves office shall file a Statement within 30 days of leaving office.

# Statements Filed With the Charter School

All Statements shall be supplied by the Charter School on forms prescribed by the Fair Political Practices Commission. All Statements shall be filed with the Charter School. The Charter School's filing officer shall make and retain a copy and forward the original to the Charter School's code reviewing body.

# B. <u>Common Director Disclosure Statement</u>

At the commencement of an individual's term with the Charter School and at the beginning of



each fiscal year, each Board member shall complete a Common Director Disclosure Statement and provide it to the Charter School identifying all organizations for which he/she is a board member, employee or committee member that are not otherwise disclosed in the Statement of Economic Interest.

# I. <u>Disqualification</u>

Designated Persons: No Designated Person, or their spouses and dependent children, may be financially interested in any contract made by them in their official capacity. Board Members are presumed to have made contracts in which they, or their spouses and dependent children have a financial interest. A Designated Person may not make, participate in making, or in any way use or attempt to use his/her official position to influence any Charter School decision which he/she knows or has reason to know he or she has a disqualifying financial interest. A Designated Person has a "disqualifying financial interest" if the decision will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the Designated Person or a member of his or her immediate family. A Director that is also an employee of the School must follow the recusal provisions outlined below for any matters uniquely affecting that member's employment. A Designated Person must follow recusal provisions outlined below with respect to Remote Interests in Contracts and Non-Interests in Contracts.

Board Make-Up: Not more than 49 percent of the persons serving on the Board of the Charter School may be Directors, or family members, that were compensated by the School for services rendered to it within the previous 12 months, whether as a full- or part-time employee, independent contractor or otherwise, excluding any reasonable reimbursement paid to a director as a director. No Directors shall serve on the Board of the Charter School if that person has a current financial interest in any contract made by him or her in his or her official capacity on the board, except that an employee Director is not disqualified from serving as a member of the Board of Directors because of that employee's employment status with the School.



# Manner of Disqualification

Persons with Remote Interests in Contracts and Non-Interests in Contracts: When a Designated Person, other than a Board Member, determines that he/she should not make a decision because of a financial interest in a Contract, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Charter School Director, who shall record the employee's disqualification, and notify the Charter School Governing Board of the interest at its next meeting before the Governing Board discusses or votes on the item. In the case of the Charter School Director, this determination and disclosure shall be made in writing to the Governing Board.

Governing Board members shall orally disclose a Remote Interest, and in some instances a Non-Interest in a Contract, at the meeting during which consideration of the decision takes place. Employee Board members shall orally disclose an interest in any decision uniquely affecting that member's employment. This disclosure shall be made following the announcement of the agenda item, but before the discussion or vote commences. This disclosure shall be made part of the Board's official record. The disqualified Board member shall then refrain from participating in the decision in any way, but may remain seated if desired.

If the decision is made during a closed session, the member's disqualification may be made orally during the open session before the body goes into closed session and shall be limited to a declaration that his/her recusal is because of a conflict of interest under Government Code section 87100. The declaration shall be made part of the official public record. The member shall not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the decision.

The following must be confirmed in the affirmative prior to the Board's acceptance of a contract or transaction with a Designated Person with respect to a Remote or Non-Interest in a Contract:

- That the transaction is entered into for the benefit of the Charter School;
- > That the transaction was fair and reasonable for the Charter School at the time it enters into the transaction;
- That after reasonable investigation under the circumstances, the Board determines, in good faith, that the Charter School could not have obtained a more advantageous arrangement with reasonable effort. Documentation of the results of the investigation shall be retained either in the Board minutes and/or in the school's financial files.

Disqualified Designated Persons shall not be counted toward achieving a quorum while the item is discussed.



# Exhibit A

# Government Code § 1091. Remote interest of officer or member

- (a) An officer shall not be deemed to be interested in a contract entered into by a body or board of which the officer is a member within the meaning of this article if the officer has only a remote interest in the contract and if the fact of that interest is disclosed to the body or board of which the officer is a member and noted in its official records, and thereafter the body or board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the officer or member with the remote interest.
- (b) As used in this article, "remote interest" means any of the following:
- (1) That of an officer or employee of a nonprofit entity exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code (26 U.S.C. Sec. 501(c)(3)) or a nonprofit corporation, except as provided in paragraph (8) of subdivision (a) of Section 1091.5.
- (2) That of an employee or agent of the contracting party, if the contracting party has 10 or more other employees and if the officer was an employee or agent of that contracting party for at least three years prior to the officer initially accepting his or her office and the officer owns less than 3 percent of the shares of stock of the contracting party; and the employee or agent is not an officer or director of the contracting party and did not directly participate in formulating the bid of the contracting party.

For purposes of this paragraph, time of employment with the contracting party by the officer shall be counted in computing the three-year period specified in this paragraph even though the contracting party has been converted from one form of business organization to a different form of business organization within three years of the initial taking of office by the officer. Time of employment in that case shall be counted only if, after the transfer or change in organization, the real or ultimate ownership of the contracting party is the same or substantially similar to that which existed before the transfer or change in organization. For purposes of this paragraph, stockholders, bondholders, partners, or other persons holding an interest in the contracting party are regarded as having the "real or ultimate ownership" of the contracting party.

(3) That of an employee or agent of the contracting party, if all of the following conditions are met:



- (A) The agency of which the person is an officer is a local public agency located in a county with a population of less than 4,000,000.
- B) The contract is competitively bid and is not for personal services.
- (C) The employee or agent is not in a primary management capacity with the contracting party, is not an officer or director of the contracting party, and holds no ownership interest in the contracting party.
- (D) The contracting party has 10 or more other employees.
- (E) The employee or agent did not directly participate in formulating the bid of the contracting party.
- (F) The contracting party is the lowest responsible bidder.
- (4) That of a parent in the earnings of his or her minor child for personal services.
- (5) That of a landlord or tenant of the contracting party.
- (6) That of an attorney of the contracting party or that of an owner, officer, employee, or agent of a firm that renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of 10 percent or more in the law practice or firm, stock brokerage firm, insurance firm, or real estate firm.
- (7) That of a member of a nonprofit corporation formed under the Food and Agricultural Code or a nonprofit corporation formed under the Corporations Code for the sole purpose of engaging in the merchandising of agricultural products or the supplying of water.
- (8) That of a supplier of goods or services when those goods or services have been supplied to the contracting party by the officer for at least five years prior to his or her election or appointment to office.
- (9) That of a person subject to the provisions of Section 1090 in any contract or agreement entered into pursuant to the provisions of the California Land Conservation Act of 1965.
- (10) Except as provided in subdivision (b) of Section 1091.5, that of a director of, or a person having an ownership interest of, 10 percent or more in a bank, bank holding company, or savings



and loan association with which a party to the contract has a relationship of borrower or depositor, debtor or creditor.

- (11) That of an engineer, geologist, or architect employed by a consulting engineering or architectural firm. This paragraph applies only to an employee of a consulting firm who does not serve in a primary management capacity, and does not apply to an officer or director of a consulting firm.
- (12) That of an elected officer otherwise subject to Section 1090, in any housing assistance payment contract entered into pursuant to Section 8 of the United States Housing Act of 1937 (42 U.S.C. Sec. 1437f) as amended, provided that the housing assistance payment contract was in existence before Section 1090 became applicable to the officer and will be renewed or extended only as to the existing tenant, or, in a jurisdiction in which the rental vacancy rate is less than 5 percent, as to new tenants in a unit previously under a Section 8 contract. This section applies to any person who became a public official on or after November 1, 1986.
- (13) That of a person receiving salary, per diem, or reimbursement for expenses from a government entity.
- (14) That of a person owning less than 3 percent of the shares of a contracting party that is a forprofit corporation, provided that the ownership of the shares derived from the person's employment with that corporation.
- (15) That of a party to litigation involving the body or board of which the officer is a member in connection with an agreement in which all of the following apply:
- (A) The agreement is entered into as part of a settlement of litigation in which the body or board is represented by legal counsel.
- (B) After a review of the merits of the agreement and other relevant facts and circumstances, a court of competent jurisdiction finds that the agreement serves the public interest.
- (C) The interested member has recused himself or herself from all participation, direct or indirect, in the making of the agreement on behalf of the body or board.
- (16) That of a person who is an officer or employee of an investor-owned utility that is regulated by the Public Utilities Commission with respect to a contract between the investor-owned utility and a state, county, district, judicial district, or city body or board of which the person is a member, if the contract requires the investor-owned utility to provide energy efficiency rebates



or other type of program to encourage energy efficiency that benefits the public when all of the following apply:

- (A) The contract is funded by utility consumers pursuant to regulations of the Public Utilities Commission.
- (B) The contract provides no individual benefit to the person that is not also provided to the public, and the investor-owned utility receives no direct financial profit from the contract.
- (C) The person has recused himself or herself from all participation in making the contract on behalf of the state, county, district, judicial district, or city body or board of which he or she is a member.
- (D) The contract implements a program authorized by the Public Utilities Commission.
- (c) This section is not applicable to any officer interested in a contract who influences or attempts to influence another member of the body or board of which he or she is a member to enter into the contract.
- (d) The willful failure of an officer to disclose the fact of his or her interest in a contract pursuant to this section is punishable as provided in Section 1097. That violation does not void the contract unless the contracting party had knowledge of the fact of the remote interest of the officer at the time the contract was executed.

#### § 1091.5. Interests not constituting an interest in a contract

- (a) An officer or employee shall not be deemed to be interested in a contract if his or her interest is any of the following:
- (1) The ownership of less than 3 percent of the shares of a corporation for profit, provided that the total annual income to him or her from dividends, including the value of stock dividends, from the corporation does not exceed 5 percent of his or her total annual income, and any other payments made to him or her by the corporation do not exceed 5 percent of his or her total annual income.
- (2) That of an officer in being reimbursed for his or her actual and necessary expenses incurred in the performance of official duties.



- (3) That of a recipient of public services generally provided by the public body or board of which he or she is a member, on the same terms and conditions as if he or she were not a member of the body or board.
- (4) That of a landlord or tenant of the contracting party if the contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial, or other public district of this state or an adjoining state unless the subject matter of the contract is the property in which the officer or employee has the interest as landlord or tenant in which event his or her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Section 1091.
- (5) That of a tenant in a public housing authority created pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code in which he or she serves as a member of the board of commissioners of the authority or of a community development commission created pursuant to Part 1.7 (commencing with Section 34100) of Division 24 of the Health and Safety Code.
- (6) That of a spouse of an officer or employee of a public agency in his or her spouse's employment or office holding if his or her spouse's employment or office holding has existed for at least one year prior to his or her election or appointment.
- (7) That of a nonsalaried member of a nonprofit corporation, provided that this interest is disclosed to the body or board at the time of the first consideration of the contract, and provided further that this interest is noted in its official records.
- (8) That of a noncompensated officer of a nonprofit, tax-exempt corporation, which, as one of its primary purposes, supports the functions of the body or board or to which the body or board has a legal obligation to give particular consideration, and provided further that this interest is noted in its official records.

For purposes of this paragraph, an officer is "noncompensated" even though he or she receives reimbursement from the nonprofit, tax-exempt corporation for necessary travel and other actual expenses incurred in performing the duties of his or her office.

(9) That of a person receiving salary, per diem, or reimbursement for expenses from a government entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that the interest is disclosed to the body or board



at the time of consideration of the contract, and provided further that the interest is noted in its official record.

- (10) That of an attorney of the contracting party or that of an owner, officer, employee, or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm, or real estate firm.
- (11) Except as provided in subdivision (b), that of an officer or employee of, or a person having less than a 10-percent ownership interest in, a bank, bank holding company, or savings and loan association with which a party to the contract has a relationship of borrower, depositor, debtor, or creditor.
- (12) That of (A) a bona fide nonprofit, tax-exempt corporation having among its primary purposes the conservation, preservation, or restoration of park and natural lands or historical resources for public benefit, which corporation enters into an agreement with a public agency to provide services related to park and natural lands or historical resources and which services are found by the public agency, prior to entering into the agreement or as part of the agreement, to be necessary to the public interest to plan for, acquire, protect, conserve, improve, or restore park and natural lands or historical resources for public purposes and (B) any officer, director, or employee acting pursuant to the agreement on behalf of the nonprofit corporation. For purposes of this paragraph, "agreement" includes contracts and grants, and "park," "natural lands," and "historical resources" shall have the meanings set forth in subdivisions (d), (g), and (i) of Section 5902 of the Public Resources Code. Services to be provided to the public agency may include those studies and related services, acquisitions of property and property interests, and any activities related to those studies and acquisitions necessary for the conservation, preservation, improvement, or restoration of park and natural lands or historical resources.
- (13) That of an officer, employee, or member of the Board of Directors of the California Housing Finance Agency with respect to a loan product or programs if the officer, employee, or member participated in the planning, discussions, development, or approval of the loan product or program and both of the following two conditions exist:
- (A) The loan product or program is or may be originated by any lender approved by the agency.



- (B) The loan product or program is generally available to qualifying borrowers on terms and conditions that are substantially the same for all qualifying borrowers at the time the loan is made.
- (b) An officer or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his or her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor.



In accordance with California Code of Regulations, Title 5 (5 CCR) sections 4600-4687 The Leadership Public School (LPS) Board of Trustees (Board) recognizes that LPS has the primarily responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs in California public charter schools. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts a uniform system of complaint policy and process in which LPS shall follow.

# **Scope of Uniform Complaint Procedures**

Pursuant to this policy, persons responsible for conducting investigations shall be knowledgeable about the laws and programs, which they are assigned to investigate. This complaint procedure is adopted to provide a uniform system of complaint processing for the complaints of violations of state or federal law and regulations governing the following programs including:

Career Technical Education Programs; Child Care and Development Programs; Child Nutrition Programs; Compensatory Education; Every Student Succeeds Act / No Child Left Behind Act (2001) Programs (Titles I-VII), including improving academic achievement, compensatory education, limited English proficiency, and migrant education; Education of Foster or Homeless Youth; Pupils from Military Families; Migratory Pupils; Accommodations for Pregnant and Parenting Pupils; Migrant Education Programs; and/or Special Education Programs.

LPS will also use its Uniform Complaint Procedures when addressing allegations of:

- 1. Unlawful discrimination, harassment, intimidation or bullying against any protected group, including actual or perceived discrimination, on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status/citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any LPS program or activity.
  - a. Non-Discrimination Statement



- i. Leadership Public Schools prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, religion creed, color, national origin, ancestry, age, parental, family, or marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex (sexual harassment), or sexual orientation, or association with a person or a group with one or more of these actual or perceived characteristics.
- 2. Failure to comply with the school safety planning requirements. (Ed. Code, § 32289.) 5. Failure to comply with the requirements regarding Local Control and Accountability Plans (LCAP). (Ed. Code, § 52075.)
- 3. A pupil enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
  - a. "Educational activity" means an activity offered by a school, school district, charter school or county office of education that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
  - b. "Pupil fee" means a fee, deposit or other charge imposed on pupils, or a pupil's parents or guardians, in violation of Section 49011 of the Education Code and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in Hartzell v. Connell (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
    - A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
    - ii. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.



- iii. A purchase that a pupil is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
- c. A pupil fees complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees.
- d. If LPS finds merit in a pupil fees complaint the school shall provide a remedy to all affected pupils, parents, and guardians that, where applicable, includes reasonable efforts by LPS to ensure full reimbursement to all affected pupils, parents, and guardians, subject to procedures established through regulations adopted by the state board.
- e. Nothing in this section shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or school districts, school, and other entities from providing pupils prizes or other recognition for voluntarily participating in fundraising activities.
- 4. Course periods without educational content; improperly requiring a pupil to repeat a course which the pupil completed and received a sufficient grade. (Ed. Code, § 51228.3.)
- 5. Failure to provide reasonable accommodation to a lactating pupil. (Ed. Code, § 222.)
- 6. Noncompliance with legal requirement applicable to a foster youth regarding educational placement decisions, the responsibilities of LPS' educational liaison to the pupil, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from LPS' graduation requirements. (Ed. Code, §§ 48853, 48853.5, 49069.5, 51225.1, 51225.2.)



Notifications LPS shall annually provide written notification of the school's uniform complaint procedures to employees, students, parents and/or guardians, advisory committees, private school officials, and other interested parties. The annual notice shall be in English. Pursuant to Education Code Section 48985, if fifteen (15) percent or more of the pupils enrolled in the school speak a single primary language other than English, this annual notice will also be provided to the parent or guardian of any such pupils in their primary language. The Director of Student Services & Title IX Officer or designee shall make available copies of LPS' uniform complaint procedures free of charge. The annual notice shall include the following:

- A. A statement that LPS is primarily responsible for compliance with federal and state laws and regulations.
- B. A statement that a pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
- C. A statement identifying the responsible staff member, position, or unit designated to receive complaints.
- D. A statement that the complainant has a right to appeal LPS' decision to the California Department of Education (CDE) by filing a written appeal within 15 days of receiving the school's decision.
- E. A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code Section 262.3.
- F. A statement that copies of the local educational agency complaint procedures shall be available free of charge.

#### **Procedures**

#### Step 1: Filing A Complaint

Any individual, public agency, or organization may file a written complaint of alleged noncompliance with federal or state laws or regulations governing educational programs listed in California Code of Regulations, title 5, section 4610(b). (Cal. Code Regs., tit. 5,



§ 4630.) The following procedures shall be used to address all complaints which allege that LPS has violated federal or state laws or regulations governing educational programs. The Director of Student Services & Title IX Officer shall maintain a record of each complaint and subsequent related actions. All parties involved in allegations shall be notified in writing when:

- A complaint is filed,
- A complaint meeting or hearing is scheduled, and
- A decision or ruling is made.

The complaint shall be presented to the Director of Student Services & Title IX Officer or designee who shall maintain a log of complaints received, providing each with a code number and a date stamp. Complaints regarding the unlawful charging of pupil fees may be filed with the school principals, Superintendent, or Compliance Officer.

- A complaint alleging noncompliance with the law prohibiting pupils to pay pupil fees must be filed within one year of the alleged violation. (Cal. Code Regs., tit. 5, § 4630.)
- Pupil fee and LCAP complaints may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. (Ed. Code, §§ 49013, 52075.)

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, LPS staff shall assist them in the filing of the complaint. (Cal. Code Regs., tit. 5, § 4600.)

#### Step 2: Mediation

After receipt of the written complaint, if deemed appropriate, the Director of Student Services & Title IX Officer or designee, may informally discuss with all the parties the possibility of using mediation. If the parties agree to mediation, the Director of Student Services & Title IX Officer or designee shall make all arrangements for the process. Before initiating the mediation of a complaint alleging discrimination, harassment, intimidation, or bullying, the Director of Student Services & Title IX Officer or designee shall ensure that all parties agree to make the mediator a party to related confidential information. If the mediation process does not resolve the problem within the parameters of law, the Director of Student Services & Title IX Officer or designee shall proceed with



his/her investigation of the complaint. Mediation may not extend the 60-day timeline for investigation and resolution of the complaint unless the complainant agrees, in writing, to the extension.

# **Step 3: Investigation of Complaint**

Within 10 days of receiving the complaint, the Director of Student Services & Title IX Officer or designee shall provide the complainant and/or their representative an opportunity to present any evidence, or information leading to evidence, to support the allegations in the complaint. The Director of Student Services & Title IX Officer or designee also shall collect documents and interview witnesses with information pertinent to the complaint.

A complainant's refusal to provide the Director of Student Services & Title IX Officer or designee with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (Cal. Code Regs., tit. 5, § 4631.)

In accordance with law, LPS shall provide the Director of Student Services & Title IX Officer or designee with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of LPS to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (Cal. Code Regs., tit. 5, § 4631.)

#### **Step 4: Written Response**

Unless extended by written agreement with the complainant, within 60 days of receiving the complaint, the Director of Student Services & Title IX Officer shall prepare and send to the complainant a written report of LPS' decision, as described in Step 5 below.

#### **Step 5: Final Written Decision**

LPS' decision shall be in writing and sent to the complainant. The decision shall be written in English and in the language of the complainant whenever feasible or required by law. For all complaints, the report shall include:

1. The findings of fact based on the evidence gathered,

- 2. Conclusion(s) of law,
- 3. Disposition of the complaint,
- 4. The rationale for such disposition,
- 5. Corrective actions, if any are warranted, including any pupil fee remedies,
- 6. Notice of the complainant's right to appeal LPS' decision within 15 days to the California Department of Education (CDE),
- 7. Procedures to be followed for initiating an appeal to CDE. (Cal. Code Regs., tit. 5, § 4631.) An appeal to the CDE must fully explain the basis for the appeal, stating how the facts of the LEA's report are incorrect and/or the law is misapplied.
- 8. In addition, any decision concerning a discrimination complaint based on State law shall include a notice that the complainant must wait until 60 days have elapsed from the filing of an appeal with CDE before pursuing civil law remedies. (Ed. Code, § 262.3.)
- 9. For unlawful discrimination, harassment, intimidation or bullying complaints arising under federal law such complaint may be made at any time to the U.S. Department of Education, Office for Civil Rights. If an employee or student is disciplined as a result of the complaint, the decision shall simply state that effective action was taken and that the employee or student was informed of Leadership Public School's expectations. The report shall not give any further information as to the nature of the disciplinary action.
- 10. If a complaint alleging noncompliance with the laws regarding LCAP requirements or pupil fees is found to have merit, LPS shall provide a remedy to all affected pupils and parents/guardians. (Ed. Code, §§ 49013, 52075.) Where applicable, this shall include reasonable efforts to reimburse pupil fees subject to procedures established through State Board adopted regulations. Reasonable efforts means good faith attempts to identify and fully reimburse all pupils, parents and guardians



who paid a pupil fee within one year prior to the filing of the complaint. (Ed. Code, § 49013; Cal. Code Regs., tit. 5, § 4600.)

11. If a course period without educational content complaint is found to have merit, the remedy shall go to the affected pupil. (Ed. Code, § 51228.3.)

Appeals to the California Department of Education If dissatisfied with LPS' decision, the complainant may appeal in writing to the CDE within fifteen (15) days of receiving the school's decision. When appealing to the CDE, the complainant must specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied.

The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the school's decision. Upon notification by the CDE that the complainant has appealed LPS' decision, the Director of Student Services & Title IX Officer or designee shall forward the following documents to the CDE:

- 1. A copy of the original complaint.
- 2. A copy of the decision.
- 3. A summary of the nature and extent of the investigation conducted by the school, if not covered by the decision.
- 4. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by all parties and gathered by the investigator. Policy Number: 1312.3 Uniform Complaint Procedures Section: Community Relations Adoption Date: 3/9/2020 Revised Date
- 5. A report of any action taken to resolve the complaint.
- 6. A copy of LPS' complaint procedures.
- 7. Other relevant information requested by the CDE.



The CDE may directly intervene in the complaint without waiting for action by LPS when one of the conditions listed in Title 5, California Code of Regulations, Section 4650 exists, including cases in which the school has not taken action within sixty (60) days of the date the complaint was filed with the school.

#### Retaliation

LPS prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of unlawful discrimination, harassment, intimidation or bullying. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

# **Dismissal of Complaint**

As a provision to these policies and procedures a complaint may be dismissed if a written statement withdrawing the initial complaint and the request to cease any investigation. It should be noted that LPS exercises the right to exercise discretion and continue the investigation into the allegation(s) made.

**Uniform Complaint Form** 



#### **Agenda Item Details**

Meeting Oct 10, 2024 - Board of Directors Meeting

Category 8. NEW BUSINESS

Subject C. APPROVAL OF THE LPS OAKLAND R&D CHARTER PETITION FOR SUBMISSION TO

THE OAKLAND UNIFIED SCHOOL DISTRICT

Access Public

Type Action

Recommended APPROVE THE THE LPS OAKLAND R&D CHARTER PETITION FOR SUBMISSION TO

Action THE OAKLAND UNIFIED SCHOOL DISTRICT

#### **Public Content**

LPS Oakland, Charter Renewal Petition, 2025-2027 Draft.pdf (4,429 KB)

Executive Summary\_LPS Oakland R&D Charter Renewal 2025-2027 (1).pdf (61 KB)

#### **Administrative Content**

#### **Executive Content**

#### **Motion & Voting**

APPROVE THE THE LPS OAKLAND R&D CHARTER PETITION FOR SUBMISSION TO THE OAKLAND UNIFIED SCHOOL DISTRICT

Motion by Irene St Roseman, second by Vaile Fujikawa.

Final Resolution: Motion Carries

Yea: Emmanuel Barrera, Vaile Fujikawa, Elizabeth Baham, Jocelyn Lee, Irene St Roseman



#### HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Discrimination, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Leadership Public Schools ("LPS" or "Charter School") prohibit any acts of discrimination, harassment, intimidation, and bullying altogether.

As used in this policy, discrimination, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locs, and twists), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. Charter School staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

This policy applies to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom Charter School does business, and all acts of Charter School's Board of Directors ("Board") in enacting policies and procedures that govern Charter School.<sup>1</sup>

Charter School complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

### **Definitions**

Harassment means conduct based upon one or more of the protected characteristics listed above that is severe or pervasive, which unreasonably disrupts an individual's educational or work

<sup>&</sup>lt;sup>1</sup> This policy becomes effective on August 1, 2024. Conduct occurring before August 1, 2024 will be addressed in accordance with the former version of this policy, which was entitled "Title IX, Harassment, Intimidation, Discrimination and Bullying Policy."

environment or that creates a hostile educational or work environment. Harassment includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes, comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school based on any of the protected characteristics listed above.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above

**Bullying** is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- Placing a reasonable student <sup>2</sup> or students in fear of harm to that student's or those students' person or property.
- Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
- Causing a reasonable student to experience a substantial interference with the student's academic performance.
- Causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by Charter School.

**Cyberbullying** is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

**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:

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
  - o 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 the definition of "bullying," above.

<sup>&</sup>lt;sup>2</sup> "Reasonable student" is defined as a student, including, but not limited to, a student with exceptional needs, who exercises average care, skill and judgment in conduct for a person of the student's age, or for a person of the student's age with the student's exceptional needs.

- Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
- O Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- An act of "Cyber sexual bullying" including, but not limited to:
  - O The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of "bullying," above. 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.
  - "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.
- Notwithstanding the definitions of "bullying" and "electronic act" 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.

#### **Bullying and Cyberbullying Prevention Procedures**

Charter School has adopted the following procedures for preventing acts of bullying, including cyberbullying.

#### **Cyberbullying Prevention Procedures**

Charter School advises students:

- To never share passwords, personal data, or private photos online.
- To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- To consider how it would feel receiving such comments before making comments about others online.

Charter School informs its employees, students, and parents/guardians of Charter School's policies regarding the use of technology in and out of the classroom. Charter School encourages

parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

#### **Education**

Charter School employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. Charter School advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Charter School and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

Charter School's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

Charter School informs Charter School employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

#### **Professional Development**

Charter School annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other Charter School employees who have regular interaction with students.

Charter School informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by Charter School and available research to be at elevated risk for bullying and provides its certificated employees with information on existing school and community resources related to the support of these groups. These groups include but are not limited to:

• Students who are lesbian, gay, bisexual, transgender, or questioning youth ("LGBTQ") and those youth perceived as LGBTQ; and

• Students with physical or learning disabilities.

Charter School encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for Charter School's students.

# **Complaint Procedures**

#### **Scope of the Complaint Procedures**

Charter School will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- Are written and signed;
- Filed by an individual who alleges that they have personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- Submitted to the Charter School UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

Charter School will comply with its Title IX Policy when investigating and responding to complaints alleging sex discrimination, including sex-based harassment, in its education program or activity, as applicable.

The following procedures shall be utilized for complaints of misconduct prohibited by this Policy that do not fall within the scope of Charter School's Title IX Policy or comply with the writing, timeline, or other formal filing requirements of the UCP. A copy of Charter School's Title IX Policy and UCP is available on the Charter School's website.

#### **Submitting a Report or Complaint**

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this Policy for reporting alleged acts of misconduct prohibited by this Policy.

Reports and complaints of misconduct prohibited by this Policy shall be submitted to the Principal as soon as possible after the incidents giving rise to the report or complaint.

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, and Charter School will investigate and respond to all oral and written reports of misconduct prohibited by this Policy, the reporting party is encouraged to submit a written report. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy and other verbal or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Principal, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

Charter School acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter and/or complainant confidential, as appropriate, except to the extent necessary to comply with applicable law, carry out the investigation and/or to resolve the issue, as determined by Charter School on a case-by-case basis.

Charter School prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy.

#### **Investigation and Response**

Upon receipt of a report or complaint of misconduct prohibited by this Policy, the Principal or designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days.

At the conclusion of the investigation, the Principal or designee will, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation and resolution of the incident/situation. However, the Principal or designee will not reveal confidential information related to other students or employees.

If the complaint is against the Principal, a non-employee who is not a Board member or a parent/guardian of a student at the Charter School will conduct a fact-finding investigation and provide the complainant with information about the investigation and resolution of the incident/situation.

#### Consequences

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from Charter School or termination of employment.

### Right of Appeal

Should a complainant find Charter School's resolution unsatisfactory, for complaints within the scope of this Policy, the complainant may, within five (5) business days of notice of Charter School's decision or resolution, submit a written appeal to the Superintendent of the Charter Schools, who will serve as the decision maker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal will notify the complainant of the final decision.



# HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING COMPLAINT FORM

Your Name:	Date:
Email Address:	
Date of Alleged Incident(s):	
Name of Person(s) you have a complaint against:	
List any witnesses that were present:	
Where did the incident(s) occur?	
Please describe the events or conduct that are the bactual detail as possible (i.e., specific statements an involved; any verbal statements etc.) (Attach additional details and the conduct that are the bactual detail as possible (i.e., specific statements are involved; any verbal statements etc.)	nd conduct; what, if any, physical contact was
I hereby authorize Charter School to disclose t necessary in pursuing its investigation. I her provided in this complaint is true and correct a and belief.	eby certify that the information I have
	Date:
Signature of Complainant	
Print Name	-
To be completed by Charter School:	
Received by:	Date:
Follow up Meeting with Complainant held on:	
4865-0092-2159, v. 4	



# Course Catalog 2024-2025 School Year



# Leadership Public Schools Oakland R&D

8601 MacArthur Blvd. Blg. 100 Oakland, CA 94605 (510) 633-0750



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# **ENGLISH DEPARTMENT**

# **English Language Development (ELD ) 1 Course**

Grade Level: 9-12

Course Length: Yearlong (10 Credits)

**Prerequisites:** Any English Learner with less than 6 years of education in the USA assessed for language proficiency (See page 5 "The Placement Criteria for English"

Language Learners") to determine if an ELD placement is appropriate.

A-G Area: N/A

#### **Brief Course Description**

Students in ELD 1 are at the emerging stages of English development. The course is designed to introduce students to English via the four domains of reading, writing, listening and speaking/by Interacting in Meaningful Ways (Part I of ELD standards) and Learning How English Works (Part II of ELD standards) in order to demonstrate language proficiency at the expanding level based on the ELD 2 descriptors. The ELD standards are part of the new ELA/ELD framework which was designed with the CCCS standards as an anchor.

#### **English Language Development (ELD) 2 Course**

Grade Level: 9-12

**Course Length:** Yearlong (10 Credits)

**Prerequisites:** Any English Learner with less than 6 years of education in the USA assessed for language proficiency (See page 5 "The Placement Criteria for English"

Language Learners") to determine if an ELD placement is appropriate.

A-G Area: N/A

#### **Brief Course Description**

Students in ELD 2 are at the expanding stages of English development. Throughout the year, students will develop and/or improve their understanding of the English language with a specific focus on reading, writing, listening, and speaking/by Interacting in Meaningful Ways (Part I of ELD standards) and Learning How English Works (Part II of ELD standards) in order to demonstrate language proficiency at the bridging level based on our ELD 2 descriptors. The ELD 2 course focuses on integrated ELD and designated ELD. instruction. ELD standards are part of the ELA/ELD framework which was designed with the CCCS standards as an anchor.



# Advanced English Language Development (ELD) Course

Grade Level: 9-12

Course Length: Yearlong (10 Credits)

**Prerequisites:** Any English Learner with less than 6 years of education in the USA assessed for language proficiency (See page 5 "The Placement Criteria for English"

Language Learners") to determine if an ELD placement is appropriate.

A-G Area: B) English

# **Brief Course Description**

Students in Advanced ELD are at the bridging stages of English development. Throughout the year, students will improve their understanding of the English language with a specific focus on reading, writing, listening and speaking by Interacting in Meaningful Ways (Part I of ELD standards) and Learning How English Works (Part II of ELD standards) in order to demonstrate language proficiency at the mainstream level based on our Mainstream descriptors. The Advanced ELD course focuses on integrated ELD and designated ELD instruction. The ELD standards are part of the new ELA/ELD framework which was designed with the CCCS standards as an anchor.

# **English Language Arts 1**

**Grade Level:** 9

Course Length: Yearlong (10 Credits)

Prerequisites: N/A A-G Area: B) English

#### **Brief Course Description**

English 9 helps students to develop and strengthen their listening and speaking skills. Students achieve this by learning grammar, vocabulary, composition, and reading comprehension through the exploration of diverse literary works (e.g., texts).



**English Language Arts 2** 

Grade Level: 10

Course Length: Yearlong (10 Credits)
Prerequisites: English Language Arts 9

A-G Area: B) English

# **Brief Course Description**

English 10 further develops student understanding of narrative structure and meaning in text. Learning targets include: analyzing word choice and author's purpose; determining meaning in words and phrases; comparing archetypes in literature; creating meaning with literary devices, and using evidence and rhetorical techniques in an argument.

#### **English Language Arts 3**

**Grade Level: 11** 

**Course Length:** Yearlong (10 Credits)

Prerequisites: English Language Arts 9, 10

A-G Area: B) English

# **Brief Course Description**

English 11 expands on growing student mastery of reading comprehension, creative and analytical writing, and rhetoric. Learning targets include: evaluating and interpreting meaning in literature and text; reading and comprehending literary nonfiction; writing arguments to support claims, and using valid and diverse sources to give evidence to claims.



# **English Language Arts 4 (ERWC)**

**Grade Level: 12** 

Course Length: Yearlong (10 Credits)

Prerequisites: English Language Arts 9, 10, 11

A-G Area: B) English

# **Brief Course Description**

The Senior English curriculum connects and synthesizes the skills and ideas introduced in the previous grade levels. Students learn to look beyond the themes in an individual text and to appreciate the text as a reflection of a larger movement or school of thought (e.g., existentialism and romanticism). In addition, students read literary criticism in order to improve critical thinking skills. As they prepare to shape their own independent lives, seniors explore the search for self in literature. A donation for class novels is requested during online registration and can be made in Infinite Campus in the Fees section.



**AP English** 

**Grade Level: 12** 

Course Length: Yearlong (10 Credits)

Prerequisites: English Language Arts 9, 10, 11

A-G Area: B) English

#### **Brief Course Description**

The Advanced Placement English curriculum follows the requirements of a college level English course, one in which students read widely and in depth, and engage in high level discussions of their critical, close reading. In both their discussion and writing, students will examine the way in which a text is written rather than what the text is "about," focusing on technique and style more than plot and theme. Although the readings vary from year to year, AP English focuses mainly on poetry and emphasizes works preceding the 20th century. This AP course emphasizes literary analysis in precise focused writing; through speaking, listening and reading, but mainly through their own writing, students become more aware of the resources of language. While concentrating on works of recognized literary merit, students develop their critical capacity for the independent appreciation and analysis of any literary work. College credit may be obtained by scoring a 3 or above on an Advanced Placement Test administered in the Spring. A donation for class novels is requested during online registration and can be made in Infinite Campus in the Fees section.

#### **ESL Small Group Support**

Grade Level: 9-12 Course Length: N/A Prerequisites: N/A A-G Area: N/A

#### **Brief Course Description**

Supplemental support group for ESL (English Second Language). Students with qualifying MAP scores or who require additional instruction and support as an English learner qualify for this extra-help. Students will be pulled from various blocks in small groups.



# **WORLD LANGUAGE DEPARTMENT**

World Language- Spanish 1

Grade Level: 9-12

Course Length: Yearlong (10 Credits)

Prerequisites: Recommendation for Spanish I: Enrollment based on student request

**A–G Area:** E) Language Other Than English

#### **Brief Course Description**

Spanish I provides the foundation of language learning in listening comprehension, speaking, reading and writing. Spanish is learned through a variety of everyday situations and within a context of the culture of Spanish-speaking culture. The main topics of the course include greetings, foods, numbers, dates, weather, seasons, family, home, school activities, friends, culture, everyday Spanish life, Spanish speaking countries, idiomatic phrases, and grammatical structures. After completion of this course, students may elect Spanish II.

World Language- Spanish 2

**Grade Level:** 9-12

**Course Length:** Yearlong (10 Credits)

Prerequisites: Completion of Spanish I or passing the placement test

**A–G Area:** E) Language Other Than English

# **Brief Course Description**

Spanish II builds on the language foundation that began in Spanish I. It expands student's communication skills and their understanding of Hispanic culture. Students enhance skills via listening comprehension, speaking, reading, and writing. Students practice conversational phrases, learn a variety of text types, and study culture as well as a variety of grammatical structures. After Spanish II, students may elect Spanish III.



#### WORLD LANGUAGE DEPARTMENT (CON'T)

**World Language- Spanish 3** 

Grade Level: 9-12

Course Length: Yearlong (10 Credits)

**Prerequisites:** Completion of Spanish II or passing the placement test

**A–G Area:** E) Language Other Than English

#### **Brief Course Description**

Spanish III expands on learned skills and introduces complex vocabulary and language. Students improve their language proficiency and broaden their understanding of Hispanic culture. Other areas of study include art, music, and Hispanic cultural comparisons. Legends, short stories, magazine articles and current events are explored. The class is conducted mostly in Spanish. After Spanish III, students may elect either Spanish IV or AP Spanish.

# **World Language- AP Spanish**

**Grade Level:** 9-12

Course Length: Yearlong (10 Credits)

**Prerequisites:** Completion of Spanish III or IV. **A–G Area:** E) Language Other Than English

#### **Brief Course Description**

AP Spanish is intended to prepare students for the use of the language in the academic world. Students increase language proficiency and cultural knowledge through intensive speaking, reading, writing, and listening activities. The course is conducted entirely in Spanish. The course prepares students under the guidelines of the College of Board and the AP Spanish Language and Cultural Exam. The materials used are theme-based and they are related to a variety of contemporary issues. Taking the AP exam in May is optional.



# **MATH DEPARTMENT**

Navigate Math Grade Level: 9

Course Length: Yearlong (10 Credits)

Prerequisites: N/A A-G Area: none

#### **Brief Course Description**

This course is intended to be taken in addition to an Algebra 1 course. The primary purpose of this course is to ensure each student develops the necessary skills to succeed in the rigorous standards the Common Core requires and are on a path to college and career readiness. The objectives of this course include building mastery with the core mathematical skills unique to each individual student, and the mathematical thinking and reasoning to best accelerate their mathematical abilities; developing student agency as a participant and doer of math by focusing on independent and collaborative skills; and redefining the way students feel and think about math.

# Algebra 1

**Grade Level:** 9

Course Length: Yearlong (10 Credits)

Prerequisites: N/A

A-G Area: C) Mathematics

# **Brief Course Description**

Algebra 1 includes evaluating expressions, writing equations, graphing functions, solving quadratics, and understanding inequalities. Algebra 1 focuses on a variety of different types of functions such as linear, quadratic, and cubic — all of which are represented in traditional "function notation" as well as graphed on the coordinate plane.

Students in Algebra 1 will build conceptual understanding and gain procedural fluency of concepts that are required for more advanced math subjects such as Geometry and Calculus. Abstracting real-life situations into mathematical models is a key part of success in Algebra 1.



#### MATH DEPARTMENT(CON'T)

**Geometry** 

**Grade Level**: 10

Course Length: Yearlong (10 Credits)

**Prerequisites:** Algebra 1 **A–G Area:** C) Mathematics

#### **Brief Course Description**

For the first several units in Geometry, students practice generating conjectures and observations. This begins with work on compass and straightedge constructions. They gradually build up to formal proof, engaging in a cycle of conjecture, rough draft, peer feedback, and final draft narratives. To support their proof writing, students record definitions and theorems in a reference chart, which will be used and expanded throughout the course. Within the classroom activities, students have opportunities to engage in aspects of mathematical modeling.

#### Algebra 2

**Grade Level: 11** 

Course Length: Yearlong (10 Credits)
Prerequisites: Algebra 1, Geometry

A-G Area: C) Mathematics

#### **Brief Course Description**

Algebra II course extends students' understanding of functions and real numbers and increases the tools students have for modeling the real world. Students in Algebra II extend their notion of number to include complex numbers and see how the introduction of this set of numbers yields the solutions of polynomial equations. Students deepen their understanding of the concept of function and apply equation-solving and function concepts to many different types of functions.

The main topics in the Algebra II course are recursive statements in sequences, polynomial functions and graphs, rational functions and asymptotes, quadratic equations, exponential functions and equations, transformations of functions, and trigonometric functions.



MATH DEPARTMENT(CON'T)

Pre-Calculus
Grade Level: 12

Course Length: Yearlong (10 Credits)

**Prerequisites:** Algebra 2 **A–G Area:** C) Mathematics

# **Brief Course Description**

Precalculus combines concepts of trigonometry, geometry, and algebra that are needed to prepare students for the study of calculus. The course strengthens students' conceptual understanding of problems and mathematical reasoning in solving problems. The main topics in the Precalculus course are functions and graphs, composition and inverse of functions, rational expressions, area under the curve using rectangles and summation notation, polynomial functions, sinusoidal functions, transformations of rational functions, exponentials and logarithms, limits and rates, and extending periodic functions.



# **SCIENCE DEPARTMENT**

**Biology** 

**Grade Level: 9** 

Course Length: Yearlong (10 Credits)

Prerequisites: N/A A-G Area: D) Science

# **Brief Course Description**

Biology is an introductory one year science class following the NGSS (next generation science standards) core ideas. These include units on ecosystem interactions, fire ecology/human impact, and genetics. Through this curriculum students will gain an appreciation for the world around them, the evolving field of bioengineering and methods for scientific inquiry. Students will have a chance to experience these ideas through varied modalities, with a focus on hands-on experiences and critical thinking. Upon completion of this course, students will have a strong foundation in basic biology and a new lens to explore the world.

**Chemistry** 

Grade Level: 10th-12th

Course Length: Yearlong (10 Credits)

Prerequisites: Biology A-G Area: D) Science

## **Brief Course Description**

This course provides students with a foundational understanding of matter, its properties, and the changes it undergoes. Students will explore key concepts such as atomic structure, chemical bonding, the periodic table, chemical reactions, stoichiometry, thermodynamics, and acids and bases. Through a combination of laboratory experiments, problem-solving activities, and theoretical lessons, students will develop critical thinking and scientific inquiry skills. This course emphasizes the application of chemistry principles to real-world scenarios and prepares students for advanced science courses. Chemistry is essential for students interested in careers in science, medicine, or engineering.



#### SCIENCE DEPARTMENT(CON'T)

**Anatomy and Physiology** 

Grade Level: 9th-12th

Course Length: Yearlong (10 Credits)

Prerequisites: None A-G Area: D) Science

#### **Brief Course Description**

The Anatomy and Physiology course offers an in-depth study of the structure and function of the human body. Students will explore the major organ systems, including the skeletal, muscular, nervous, cardiovascular, and respiratory systems. The course emphasizes the relationship between form and function, as well as how the body maintains homeostasis. Students will engage in laboratory dissections, hands-on activities, and the analysis of medical case studies to better understand the effects of diseases, injuries, and medical conditions on the body's systems. This course is ideal for students interested in careers in healthcare, sports medicine, or biological sciences.



### SOCIAL STUDIES/HISTORY DEPARTMENT

Ethnic Studies
Grade Level: 9th

Course Length: Yearlong (10 Credits)

**Prerequisites:** None **A–G Area:** A) History

#### **Brief Course Description**

Ethnic Studies is a class that is focusing on a myriad of social science disciplines and telling the stories that tend to be forgotten in the average history class. The class is primarily history focused working on the students' reading and writing comprehension skills. The class is geared to helping students find a new lens to investigate the world through the topics of Social Justice, Oppression, and Identity.

## World History

Grade Level: 10

Course Length: Yearlong (10 Credits)

Prerequisites: N/A A-G Area: A) History

#### **Brief Course Description**

World History is the story of how the functions of the world including government formation, and major world events came to be. This course teaches students the skills and knowledge they need to have to be worldly citizens. The class will cover the enlightenment to modern times. The class is following the California State Standards for Social Science. The class will include learning the skills of writing a DBQ, sequencing information, and presentation.



#### SOCIAL SCIENCE/HISTORY DEPARTMENT(CON'T)

AP World History
Grade Level: 10

Course Length: Yearlong (10 Credits)

Prerequisites: N/A A-G Area: A) History

#### **Brief Course Description**

The AP World History course explores key events, cultures, and global patterns from 1200 CE to the present. Students will examine major developments in world history through five themes: interaction with the environment, development of cultures, state-building, economic systems, and social structures. The course emphasizes critical thinking, historical analysis, and the development of argumentative essays. Students will engage in reading primary and secondary sources, as well as discussions and projects that connect historical events to present-day global issues. Successful completion of this course prepares students for the **AP World History exam**, offering the opportunity to earn college credit.

U.S. History
Grade Level: 11

Course Length: Yearlong (10 Credits)

Prerequisites: N/A A-G Area: A) History

#### **Brief Course Description**

U.S. History is a year-long course that examines the major events and turning points of U.S. history from the Colonial Era to the Cold War. The course leads students toward a clearer understanding of the patterns, processes, and people that have shaped U.S. history. As students progress through each era of modern U.S. history, they will study the impact of dynamic leadership and economic and political change on the rise of the United States to global prominence, the influence of social and political movements on societal change, and the importance of modern cultural and political developments.



#### SOCIAL SCIENCE/HISTORY DEPARTMENT(CON'T)

## **U.S Government**

**Grade Level: 12** 

Course Length: Yearlong (10 Credits)

Prerequisites: U.S. History

A-G Area: A) History

### **Brief Course Description**

This course is a study of the origins, development, structure, and functions of the American federal government. Topics include the constitutional framework; federalism; the three branches of government, including the bureaucracy; civil rights and liberties; political participation and behavior; and policy formation. Upon completion, students should be able to demonstrate an understanding of the basic concepts and participatory processes of the American political system.

#### **Economics**

**Grade Level: 12** 

Course Length: Yearlong (10 Credits)

Prerequisites: U.S. Government

A-G Area: G) College Preparatory Elective

### **Brief Course Description**

Economics is the study of how individuals, businesses and societies make decisions on how to use their limited resources and the effects of those choices. Students learn that each economic issue involves individual choices based on both monetary and nonmonetary incentives. This course will focus on Macroeconomics, Business Economics, and Personal Finance.



#### SOCIAL SCIENCE/HISTORY DEPARTMENT(CON'T)

**Psychology** 

Grade Level: 10th-12th

**Course Length:** Yearlong (10 Credits)

Prerequisites: N/A

**A–G Area:** G) College Preparatory Elective

#### **Brief Course Description**

This course introduces students to the scientific study of human behavior and mental processes. Topics covered include biological foundations of behavior, sensation and perception, learning, memory, personality, psychological disorders, and social psychology. Students will explore how psychological principles apply to everyday life and will engage in activities such as experiments, discussions, and research projects. The course encourages critical thinking and the understanding of the complexities of human thought and behavior. This class is ideal for students interested in understanding themselves and others, and it provides a strong foundation for those pursuing careers in psychology, counseling, or social sciences.



### **VISUAL ARTS DEPARTMENT**

Visual Art 1
Grade Level: 9th

Course Length: Yearlong (10 Credits)

Prerequisites: N/A A-G Area: F) Fine Arts

#### **Brief Course Description**

Beginning art students are introduced to drawing, painting, clay and mixed media. Students become familiar with the elements of art and principles of design while completing a variety of projects and experimenting with different media and processes. In addition to art production, students will be introduced to art history, and art critique. The exploration of identity through Art will be explored.

#### Visual Art 2

Grade Level: 10th

Course Length: Yearlong (10 Credits)

Prerequisites: N/A A-G Area: F) Fine Arts

### **Brief Course Description**

Through assigned projects designed to allow more personal voice, students will continue to explore a variety of 2-D media and subject matter intended to further develop their individual skills and creativity. Media will include drawing, painting, clay and mixed media. Students will have more sophisticated experiences in art production, and art critique. The exploration of community through Art will be explored.



## **CTE PATHWAY - Design and Multimedia Arts Department**

Introduction to Design and Multimedia Arts

Grade Level: 9th
Course Length: Year
Prerequisites: None

A-G Area: F) Visual and Performing Arts

#### **Brief Course Description**

Introduction to Design and Multimedia Arts is a year-long foundational course where students explore key design principles, visual storytelling, and digital media through hands-on projects. Using tools like Adobe Photoshop and Illustrator, students develop skills in composition, color theory, and typography, preparing for advanced studies and careers in design and multimedia arts.

#### **Intermediate Design and Multimedia Arts**

Grade Level: 10th Course Length: Year

**Prerequisites:** Introduction to Design and Multimedia Arts

**A–G Area:** F) Visual and Performing Arts

#### **Brief Course Description**

Intermediate Design and Multimedia Arts builds on foundational skills with a focus on advanced techniques in digital media, design, and visual storytelling. Students deepen their proficiency with industry-standard tools like Adobe Illustrator and Photoshop, while exploring 3D modeling, animation, and interactive media. This year-long course prepares students for advanced coursework and career opportunities in design and multimedia arts.



Advanced Design and Multimedia Arts (2025-26)

Grade Level: 11th Course Length: Year

**Prerequisites:** Intermediate Design and Multimedia Arts

**A–G Area:** F) Visual and Performing Arts

#### **Brief Course Description**

Advanced Design and Multimedia Arts is a capstone course that challenges students to apply their design and digital media skills to complex projects. Students focus on refining their portfolios, mastering advanced techniques in graphic design, 3D modeling, and multimedia production, and working with industry-standard software. This year-long course prepares students for college-level studies and careers in design and multimedia arts.

**Design Thinking for Problem Solving** 

Grade Level: 10th, 11th, 12th

Course Length: Year Prerequisites:None

**A–G Area:** G) College-Preparatory Elective

#### **Brief Course Description**

Design Thinking for Problem Solving is a hands-on course where students learn to apply the design thinking process to real-world challenges. Through collaboration, brainstorming, prototyping, and testing, students develop creative solutions and critical thinking skills. This course prepares students for future problem-solving in both academic and professional settings.



#### **Work-Based Learning Career Practicum**

Grade Level: 11th, 12th Course Length: Semester

Prerequisites: None

**A–G Area:** G) College-Preparatory Elective

#### **Brief Course Description**

Work-Based Learning Career Practicum is a hands-on course where students gain real-world experience through internships, simulated work environments, and school-based enterprises. Students develop professional skills, build their portfolios, and apply classroom knowledge in real-world settings, preparing for future careers and postsecondary opportunities.

### **Graphic Visualization CP**

Grade Level: 11th, 12th
Course Length: Semester

Prerequisites: None

A-G Area: G) College-Preparatory Elective

#### **Brief Course Description**

*Graphic Visualization* introduces students to the art of visual communication through graphic design. Students explore concepts such as composition, color theory, and typography while using industry-standard tools like Adobe Illustrator and Photoshop to create compelling visuals. This course prepares students for advanced work in design and multimedia arts.



Introduction to Web Design CP

Grade Level: 11th, 12th Course Length: Semester

Prerequisites: None

**A–G Area:** G) College-Preparatory Elective

### **Brief Course Description**

Introduction to Web Design teaches students the basics of creating websites using HTML, CSS, and responsive design principles. Students will build and design functional websites, focusing on layout, user experience, and web standards, preparing them for more advanced web development courses and careers in digital media.

Web Commerce and Internet Start Up CP

Grade Level: 11th, 12th Course Length: Semester

Prerequisites: None

A-G Area: G) College-Preparatory Elective

### **Brief Course Description**

Introduction to Web Commerce and Internet Start Up explores the fundamentals of e-commerce and launching online businesses. Students learn about website functionality, online marketing, and managing digital storefronts, gaining the skills needed to create and operate a successful internet startup.

### **Data Design for Digital Media CP**

Grade Level: 11th, 12th Course Length: Semester

Prerequisites: None

**A–G Area:** G) College-Preparatory Elective

#### **Brief Course Description**

Data Design for Digital Media introduces students to the use of data in digital media projects. Students learn how to collect, analyze, and visualize data to inform and enhance multimedia designs. This course prepares students for advanced work in media production and data-driven decision-making in digital content creation.



Virtual Reality and Digital Spaces CP

Grade Level: 11th, 12th Course Length: Semester

Prerequisites: None

A-G Area: G) College-Preparatory Elective

#### **Brief Course Description**

Virtual Reality and Digital Spaces introduces students to the principles of creating immersive digital environments. Students learn to design and develop virtual reality experiences, exploring 3D modeling, spatial design, and interactive media. This course prepares students for advanced work in VR and emerging digital technologies.

#### Social Media Marketing and Data Analytics CP

Grade Level: 11th, 12th Course Length: Semester

Prerequisites: None

**A–G Area:** G) College-Preparatory Elective

#### **Brief Course Description**

Social Media Marketing and Data Analytics CP teaches students how to create effective social media campaigns and analyze performance data. Students explore strategies for engaging audiences, using analytics tools to measure success, and optimizing content. This course prepares students for careers in digital marketing and data-driven decision-making.



### **Content Marketing and Branding CP**

Grade Level: 11th, 12th Course Length: Semester

Prerequisites:None

**A–G Area:** G) College-Preparatory Elective

## **Brief Course Description**

Content Marketing and Branding CP focuses on creating and promoting content to build brand identity and engage audiences. Students learn strategies for content creation, storytelling, and brand development across digital platforms. This course prepares students for careers in marketing, branding, and digital media.



# <u>Parameters for Design or Business Entrepreneurship Pathway Local Certificate of Completion</u>

### **General Requirements for Certification and Wolf Award**

- 1. DE Course Requirements:
  - The candidate will enroll in and successfully complete a minimum of four dual enrollment (DE) courses specific to either the Design or Business Entrepreneurship pathway, ensuring alignment with the objectives and skills required in their chosen pathway.
- 2. Exhibition Presentation:
  - The candidate will present their digital portfolio in an exhibition setting, to a small audience, including education partners, and peers, highlighting their learning experiences and achievements in, and personal artifacts from, pathway dual enrollment courses.
- 3. Exhibition Assessment Rubric:
  - The candidate will be evaluated using a <u>comprehensive rubric</u> covering criteria such as content quality, organization, creativity, technical proficiency, and oral communication skills, with a focus on work produced in the pathway dual enrollment courses. Exhibitions receiving an average rating of 3 or better will be deemed as meeting certification requirements.
- 4. Portfolio Guidelines:
  - The candidate will create a digital portfolio following the <u>detailed guidelines</u> provided, showcasing work from the pathway dual enrollment courses and demonstrating growth, creativity, and proficiency in either design, media, and visual arts or business entrepreneurship.
- 5. Pathway Advising and Support:

 The candidate will receive advising and support in preparation for the exhibition, and are provided these <u>slide deck outlines</u> tailored to the requirements of either the Design or Business Entrepreneurship pathway dual enrollment courses.

#### 6. Recognition and Certification:

- Upon fulfilling all requirements, the candidate will receive a certificate of
  achievement in their chosen pathway, acknowledging their dedication, skills, and
  accomplishments in completing the pathway dual enrollment courses, signed by the
  superintendent, principal, and pathway lead facilitator.
- Achievements will be celebrated at a school-wide recognition ceremony and in pathway publications.
- Wolf Awards in gold, silver, and bronze will be awarded to certificate recipients with a
  DE gpa of 4.0+, 3.5-3.9, and 3.0-3.4, respectively; Official transcript will bear a
  notation with honors designation as noted below:

Certificate Awardee <u>DE course GPA</u> unweighted (weighted)	Wolf Award	Transcript Notation	
4.0 (5.0)	Gold	CTE Business Entrepreneurship Certificate of Completion,  Summa Cum Laude Honor  CTE Design, Visual and Media Arts Certificate of Completion,  Summa Cum Laude Honor	
3.5 - 3.9 (4.5 - 4.9)	Silver	CTE Business Entrepreneurship Certificate of Completion,  Magna Cum Laude Honor  CTE Design, Visual and Media Arts Certificate of Completion,  Magna Cum Laude Honor	
3.0 - 3.4 (4.0 - 4.4)	Bronze	CTE Business Entrepreneurship Certificate of Completion,  Cum Laude Honor  CTE Design, Visual and Media Arts Certificate of Completion,  Cum Laude Honor	

Rubric for Evaluation of Pathway Dual Enrollment Course Local Certification

Criteria	Advanced (4)	Proficient (3)	Developing (2)	Emerging (1)
Content Quality	Demonstrates exceptional depth of understanding and creativity in content presentation.	Presents content effectively with clear understanding and creativity.	Content is adequate but lacks depth or originality.	Content is poorly developed, lacking clarity and creativity.
Organization	Information is well-organized, with clear structure and logical progression.	Information is organized coherently, with a logical flow.	Organization is somewhat disjointed, affecting clarity and flow.	Organization is chaotic, making it difficult to follow the presentation.
Creativity	Shows outstanding creativity and originality in approach and execution.	Demonstrates creativity in approach and execution.	Displays some creativity but lacks consistency or innovation.	Lacks creativity and relies heavily on conventional approaches.
Technical Proficiency (DVMA Pathway)	Demonstrates mastery of design principles, tools, and techniques with exceptional skill.	Utilizes design principles, tools, and techniques proficiently.	Demonstrates basic understanding of design principles but lacks proficiency in execution.	Shows limited understanding and proficiency in applying design principles and techniques.
Business Acumen (Business Entrepreneurship Pathway)	Displays exceptional understanding and application of business concepts and strategies.	Exhibits good understanding and application of business concepts and strategies.	Demonstrates basic understanding but lacks depth or effective application of concepts.	Shows limited understanding and application of business concepts and strategies.
Oral Communication Skills	Presents ideas articulately and persuasively, engaging the audience effectively.	Communicates ideas clearly and confidently, maintaining audience interest.	Communication is somewhat unclear or lacks confidence, occasionally losing audience interest.	Communication is unclear, disjointed, and fails to engage the audience effectively.

Appendix A: Student Portfolio Guidelines (Student-Facing)

#### Design, Visual, and Media Arts:

- 1. Highlight Your Visual Creations:
  - Include a diverse selection of your visual creations such as graphic designs, illustrations, digital art, photography, animations, or any other visual media projects you have created.
- 2. Demonstrate Technical Proficiency:

- Showcase your technical skills and proficiency in design software, digital tools, and traditional artistic techniques. Include a variety of projects that demonstrate your mastery of different mediums and styles.
- 3. Showcase Your Creative Process:
  - Provide insight into your creative process by including sketches, mood boards, concept art, storyboards, or any preliminary work that demonstrates the evolution of your ideas into finished designs.
- 4. Emphasize Problem-Solving Skills:
  - Highlight projects where you effectively solved design challenges or addressed client needs. Showcase your ability to think critically, creatively, and strategically in your design solutions.
- 5. Highlight Collaborative Projects:
  - If applicable, include collaborative projects or team-based work that demonstrates your ability to work effectively in a creative team environment. Highlight your role and contributions to the project.
- 6. Create a Cohesive Presentation:
  - Organize your portfolio in a cohesive and visually appealing manner. Consider the layout, sequencing, and presentation of your artworks to create a unified and professional portfolio.
- 7. Provide Context and Descriptions:
  - Include descriptions or captions for each project that provide context, explain your design process, and articulate the goals or objectives of the project. Help viewers understand the significance and impact of your work.
- 8. Consider User Experience:
  - Design your digital portfolio with user experience in mind. Ensure easy navigation, clear labeling, and quick access to your projects. Consider using interactive elements or multimedia to enhance engagement.

## Business Entrepreneurship:

- 1. Showcase Business Projects:
  - Include projects or initiatives related to entrepreneurship, business development, marketing campaigns, product launches, business plans, market research, or any other business-related endeavors you have undertaken.
- 2. Demonstrate Business Acumen:
  - Highlight your understanding of business concepts, strategies, and principles.
     Showcase projects where you demonstrated effective decision-making, strategic thinking, and leadership skills in a business context.
- 3. Highlight Achievements and Results:
  - Showcase tangible results, achievements, or impacts of your business projects.
     Include metrics, data, or testimonials that demonstrate the success or effectiveness of your initiatives.
- 4. Emphasize Innovation and Creativity:

- Highlight projects where you demonstrated innovation, creativity, or entrepreneurial thinking. Showcase your ability to identify opportunities, solve problems, and develop innovative solutions in the business world.
- 5. Include Market Analysis and Research:
  - If applicable, include market analysis, competitor research, consumer insights, or industry trends that informed your business decisions and strategies. Demonstrate your ability to conduct thorough research and analysis.
- 6. Present Your Business Model:
  - Showcase your understanding of business models, revenue streams, cost structures, and value propositions. Include visual representations or diagrams that illustrate your business model and its components.
- 7. Provide Context and Explanations:
  - Include descriptions or summaries for each project that provide context, explain your business approach, and articulate the objectives or goals of the project. Help viewers understand the significance and relevance of your business endeavors.
- 8. Highlight Leadership and Collaboration:
  - If applicable, showcase your leadership skills, team collaboration, and ability to work effectively with others in a business setting. Highlight your role and contributions to the success of the project or initiative.

#### Appendix B: Example Slide Deck Outlines

## Design, Visual, and Media Arts:

- 1. Introduction Slide:
  - Title: "Design Visual and Media Arts Portfolio"
  - Introduction: Briefly introduce yourself and provide an overview of your portfolio.
- 2. Portfolio Overview:
  - Showcase a selection of your best artworks in a visually engaging slide layout.
  - Include a variety of projects that demonstrate your skills in different mediums, styles, and techniques.
- 3. Creative Process:
  - Showcase your creative process with slides featuring sketches, mood boards, concept art, or any preliminary work.
  - Explain how your ideas evolved into finished designs through iterations and experimentation.
- 4. Project Highlights:
  - Feature several key projects in detail, highlighting your design solutions, techniques used, and outcomes achieved.
  - Include before-and-after comparisons, project descriptions, and any client feedback or testimonials.
- 5. Technical Skills Showcase:

- Highlight your technical proficiency with slides showcasing your mastery of design software, digital tools, and traditional artistic techniques.
- Include screenshots, process videos, or demonstrations of your design process in action.

#### 6. Collaborative Projects:

- If applicable, showcase collaborative projects or team-based work with slides highlighting your role and contributions.
- Describe how you collaborated with others and share insights gained from the experience.

#### 7. Conclusion and Contact Information:

- Summarize your portfolio presentation and express your enthusiasm for future opportunities.
- Provide your contact information for further inquiries or collaborations.

## Business Entrepreneurship:

#### 1. Introduction Slide:

- Title: "Business Entrepreneurship Portfolio"
- Introduction: Introduce yourself and provide a brief overview of your business entrepreneurship journey.

#### 2. Portfolio Overview:

- Showcase a selection of your key business projects in a visually appealing slide layout.
- Include screenshots, logos, or branding elements associated with each project.

#### 3. Business Concepts and Strategies:

- Explain your understanding of key business concepts, strategies, and principles with slides featuring diagrams, charts, or models.
- Illustrate your business acumen and strategic thinking through real-world examples.

#### 4. Project Highlights:

- Feature several standout projects or initiatives with slides detailing their objectives, execution, and results achieved.
- Include metrics, data analysis, or case studies that demonstrate the impact of your business endeavors.

#### 5. Innovation and Creativity:

- Showcase your innovation and creativity in business with slides highlighting unique ideas, solutions, or approaches you've developed.
- Share examples of entrepreneurial thinking and problem-solving in action.

#### 6. Market Analysis and Research:

- Present your market analysis, competitor research, consumer insights, or industry trends with slides summarizing your findings.
- Highlight how your research informed your business decisions and strategies.

#### 7. Leadership and Collaboration:

 Showcase your leadership skills, team collaboration, and ability to work effectively with others in a business setting.

- Include slides that illustrate your role in leading or contributing to successful business projects.
- 8. Conclusion and Contact Information:
  - Wrap up your portfolio presentation with a summary of your achievements and aspirations in business entrepreneurship.
  - Provide your contact information for further inquiries, partnerships, or networking opportunities.

## **Additional Tips:**

- Use visually appealing slide layouts with high-quality images, clear text, and consistent branding.
- Keep each slide concise and focused, with key points highlighted for easy comprehension.
- Practice your presentation to ensure smooth delivery and effective communication of your portfolio content.

### **Exhibition Evaluation Rubric - Design and MultiMedia Arts**

Please use this rubric to evaluate the presentation:

1. **Review**: Read the rubric thoroughly.

2. **Observe**: Watch the presentation closely.

3. Evaluate: Score each category based on rubric criteria.

4. **Take Notes**: Record strengths and any areas for improvement.

5. Calculate: Total scores for each category.

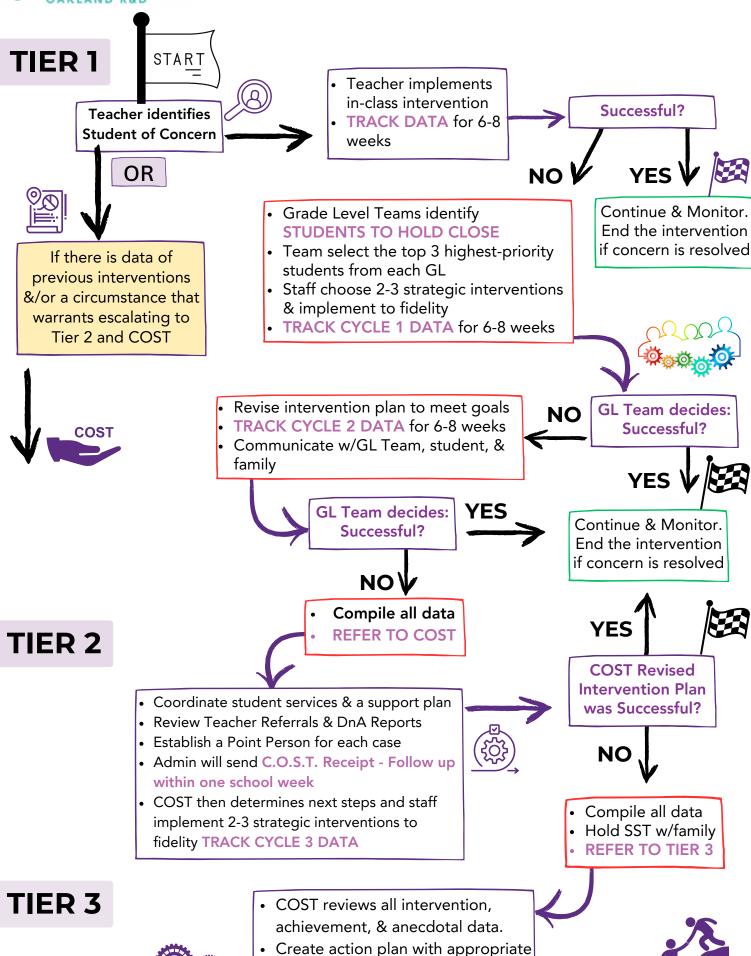
6. Provide Feedback: Offer constructive feedback.

Please submit this rubric to the teacher/facilitator of this session. Thank you for your participation!

Score	Criteria	Advanced (4)	Proficient (3)	Developing (2)	Emerging (1)
	Content Quality	Demonstrates exceptional depth of understanding and creativity in content presentation.	Presents content effectively with clear understanding and creativity.	Content is adequate but lacks depth or originality.	Content is poorly developed, lacking clarity and creativity.
	Organization	Information is well-organized, with clear structure and logical progression.	Information is organized coherently, with a logical flow.	Organization is somewhat disjointed, affecting clarity and flow.	Organization is chaotic, making it difficult to follow the presentation.
	Creativity	Shows outstanding creativity and originality in approach and execution.	Demonstrates creativity in approach and execution.	Displays some creativity but lacks consistency or innovation.	Lacks creativity and relies heavily on conventional approaches.
	Technical Proficiency	Demonstrates mastery of design principles, tools, and techniques with exceptional skill.	Utilizes design principles, tools, and techniques proficiently.	Demonstrates basic understanding of design principles but lacks proficiency in execution.	Shows limited understanding and proficiency in applying design principles and techniques.
	Oral Communication Skills	Presents ideas articulately and persuasively, engaging the audience effectively.	Communicates ideas clearly and confidently, maintaining audience interest.	Communication is somewhat unclear or lacks confidence, occasionally losing audience interest.	Communication is unclear, disjointed, and fails to engage the audience effectively.



## MULTI-TIERED SYSTEM OF SUPPORT



individualized and evidence-based interventions to address student

success.



## MULTI-TIERED SYSTEM OF SUPPORT

If a student has a 504 or IEP

they DO NOT go through the MTSS Process. Be sure to check with their Case Manager.

## MTSS AT-A-GLANCE

Tier 1 - Teacher/Staff identifies Students of Concern

- Teacher implements in-class intervention
- If in-class intervention is unsuccessful, teacher refers student
  - Grade Level (GL) Teams identify Students to Hold Close as needed
  - Review in-class intervention & achievement data
  - Choose which 2-3 students are high priority.
- Create an individual MTSS intervention plan for high priority students
  - Track Cycle 1 Data for 6-8 weeks
- GL Team decides to refer individual students to COST.
  - OR Revise strategies Track Cycle 2 Data for 6-8 weeks
- Tier 2 COST Coordinate student services & a support plan
  - Staff implement 2-3 strategic interventions to fidelity Track Cycle 3 for 6-8 weeks
  - o COST decides if adequate progress has been made or recommends students to Tier 3
- Tier 3 COST determines individualized supports and specific assessments are needed.

## **Coordination of Services** Team (COST) Includes:

- Admin
- Deans
- College Counselors
- Wellness Counselors
- Attendance & Enrollment Coordinator
- SPED Lead (as needed)

# Tier 3

## **ACADEMIC SUPPORT**

TIER 1 & 2 + 1:1 COUNSELING REFERRAL TO SERVICES INDIVIDUALIZED SUPPORT

## SOCIOEMOTIONAL SUPPORT

5% of students may receive highly individualized supports

# Tier 2

SST PROCESS SUPPORT GROUPS **MENTORSHIPS** CHECK-IN/CHECK-OUT

TARGETED TUTORIALS CREDIT REMEDIATION ACADEMIC SUPPORT CENTER

PUSH IN SUPPORT ATTENDANCE SUPPORT INDIVIDUAL COUNSELING

+ TIER 1 SUPPORT

15% of students receive small-group & supplemental instruction & Interventions

# Tier 1



WOLF OF THE WEEK **FAMILY MEETINGS** ADVISORY PROGRAM RESTORATIVE JUSTICE PRACTICES CLEAR & CONSISTENT EXPECTATIONS AND COMMUNICATION

TUTORIAL EXTRACURRICULAR ACTIVITIES

ACADEMIC SUPPORT CENTER STUDENT SUPPORT CENTER OFFICE HOURS MASTERY BASED GRADING

STRONG SCHOOL CULTURE POSITIVE SCHOOL CLIMATE

UNIVERSAL DESIGN FOR LEARNING DIFFERENTIATED INSTRUCTION

INTERNSHIPS AND APPRENTICESHIPS

STRONG RELATIONSHIPS WITH ADULTS IN-CLASS INTERVENTIONS SUMMER PROGRAMMING

80% of students are expected to reach goals under Tier 1



## **MULTI-TIERED SYSTEM OF SUPPORT**

Individual Counseling

SST+Family Meeting

Restorative Practice

Wrap-around Meeting

Daily Progress Monitoring

Behavior Intervention Plan

ABC/Functional Behavioral

Data Collection &Assessment

Intensive Re-entry Counseling

## Sample Intervention Menu

Note: Each site may vary based on staffing and scheduling.

SST+Family Meeting **Graduation Contract Target Specific Deficits** v/Appropriate Intervention Consult w/SPED as needed Diagnostic Assessments Core Class Intensive Support

Very Small Group Support

Academic Accommodations

 Letters of Recommendation Mentorship & Apprenticeship

- Alternative Programming Exploration
- 1:1 Financial Aid Help
- Small Group Post-HS Transition Workshop
- Navigating Disabled **Student Services**

may receive highly individualized supports Safety Planning Crisis Response Risk Assessment/CPS

5% of students

USE OF DATA FOR NEXT LEVEL INTERVENTIONS

Credit Recovery Check-in/Check-out Consultancy/collaboration Closing-the-gap activities Individual academic planning Support for Unhoused students Strategic Partnerships in-class Preteaching/Reteaching groups Diverse Learner/ELL Monitoring Targeted Learning Labs/Tutorials • Grade-Level Teams Collaboration Short-term, solution-focused small group counseling (i.e. at-risk, study skills, executive functioning skills)

Mentoring supports

- Supporting Posse applicants
- FAFSA & CADAA workshops
- College essay-writing support Support for Unhoused students
- College tours for specific populations (i.e. HBCU, trade) Equity & systemic change activities Post-Discipline/Suspension Recognition & awards ceremonies Short-term, solution-focused small group & individual counseling

instruction & Interventions Check-in/Check-out Leadership Opportunities **Progress Monitoring Mentoring Supports RJ/Conflict Resolution Groups** Strategic SMART Goal Setting Targeted Advisory lesson Recognition activities/ceremonies Small, strategic group Rewards Counseling

80% of students are expected to reach

15% of students receive small-group & supplemental

Short-term, solution-focused small group counseling or psych-ed groups

#### USE OF DATA FOR APPROPRIATE INTERVENTIONS

#### School-wide:

Cohort Structure Mastery Assessments Interdisciplinary PBL Early College Credit (DE)

## School-wide:

Work-Based Learning Curriculum Lessons Linked to Practical Life Work-Based Learning Experiences

Supports

College & Career Programming

College, Business, & Trade tours

Seminar Sessions by Grade Level

FAFSA/DreamAct Workshops

Decision Day/Commitment Night

Resume & Interviewing Workshops

Advisory Lessons on Career Domains

#### School-wide:

goals under Tier 1 Universal Screening Culture & Climate Initiatives **Restorative Justice Practices** Clear behavioral expectations Positive Behavior Interventions Effective class-wide management

Supports:

Mental Health Support Systems Advisory Lessons for SEL content School-wide culture/team building Coordination of Awareness Events

## **Supports:**

Culture & Climate Team Advisory & Parent Nights Service Learning Supports Student/Parent Orientations 4-year Plan for Each Student Academic Progress Monitoring Collaboration w/Grade Level Teams

## **Work-Based Learning**

## **Student Supports**

### **DATA ELEMENTS**

**Program of Study** 

Retention, graduation, proficiency, early college credit, school climate, attendance, participation, growth

## **DATA ELEMENTS**

Internship participation and completion, Career Launch progress and evaluations, FASFA, Parent/Family participation

#### **DATA ELEMENTS**

Attendance, Panorama Surveys, COST, SpEd/504 longitudinal data

#### LPS Network Professional Development Overview

September 11 & 18 and October 9 & 16 (2:45pm-4:45pm) Virtual				
Illustrative Mathematics Strand  Target audience: Teachers who are about to implement IM 6–12 Math  New Math Teachers, SPED, ELD, TOSAs, HO, Selected Site Admin.  Additional audiences: Coaches, principals, paraeducators, and others supporting IM Implementation				
	IM 6–12 Math IMPLEMENTATION PACKAGE Teach & Learn	Notes: Any individual that participates in the Math Strand for the 24-25 SY is required to take this training.		

October 25, 2025—Professional Development Day				
Department/Group	PD Focus	PD Focus	PD	AB1505 Indicator
ELD	NWEA MAP: Essential Reports OR Student Goal Setting	Scope and Sequence, Power Sta		ELPI, ELA
Math	NWEA MAP: Essential Reports OR Student Goal Setting	Enhancing Access with University Part		Math
Science	NWEA MAP: Essential Reports OR Student Goal Setting	Scope and Sequence, Power Sta		CAST & Math
World Language	NWEA MAP: Essential Reports OR Student Goal Setting	Vorld-Readiness Standards	Scope and Sequence Common Spine	CCI, ELA, ELPI
CTE/Linked Learning Staff	College & Career Pathway Development	Supporting Students in Du	al Enrollment Courses	ссі
Educational Specialist & IAs	NWEA MAP: Essential Reports OR Student Goal Setting	Join Content Areas by Assignment		ELA, Math, CCI & ELPI
Educational Specialist & IAs	NWEA MAP: Essential Reports OR Student Goal Setting	Enhancing Access with Universal Design for Learning Part I		ELA, Math, CCI & ELPI
English	NWEA MAP: Essential Reports OR Student Goal Setting	Scope and Sequence, Common Spine & Power Standards		ELA, ELPI
Social Science	NWEA MAP: Essential Reports OR Student Goal Setting	Scope and Sequence, Common Spine & Power Standards		ELA, ELPI
Electives	NWEA MAP: Essential Reports OR Student Goal Setting	Scope and Sequence, Common Spine & Power Standards		ELA, ELPI
Deans	School Safety	Infinite Campus Reporting 12:30-1:30	Attendance & Behavior Interventions	Suspension/ School Climate
College Counselors	Infinite Campus 1 hour 9:10-10:10	Seal of Biliteracy & Golden State Seal PD Monthly Plannig & Weekly Advisory Curriculum		CCI, School Climate
Wellness Counselors	Simple Practice & Case Management			CCI, School Climate
Office Staff	Enrol	Enrollment & Registration		
Admin.	Assigned to Strand	Assigned Strand	Assigned Strand	All

#### LPS Network Professional Development Overview

January 25, 2025—Professional Development Day				
Department/Group	PD Focus	PD Focus	PD	AB1505 Indicator
ELD	Literacy-Close Reading (TBD) & Looking at MAP Data	Scope and Sequence, Power Sta	Common Spine & ndards	ELPI, ELA
Math	Literacy-Close Reading (TBD) & Looking at MAP Data	Enhancing Access with Univer		Math
Science	Literacy-Close Reading (TBD) & Looking at MAP Data	Scope and Sequence, Power Sta		CAST & Math
World Language	Literacy-Close Reading (TBD) & Looking at MAP Data	Vorld-Readiness Standards	Scope and Sequence Common Spine	CCI, ELA, ELPI
CTE/Linked Learning Staff	College & Career Pathway Development	Supporting Students in Du	al Enrollment Courses	CCI
Educational Specialist & IAs (Group A)	Coordination of Services Team OR  Literacy-Close Reading (TBD) &  Looking at MAP Data	Join Content Areas	Join Content Areas by Assignment	
Educational Specialist & IAs (Group B)	Coordination of Services Team OR  Literacy-Close Reading (TBD) &  Looking at MAP Data	Enhancing Access with Universal Design for Learning Part II		ELA, Math, CCI & ELPI
English	Literacy-Close Reading (TBD) & Looking at MAP Data	Scope and Sequence, Common Spine & Power Standards		ELA, ELPI
Social Science	Literacy-Close Reading (TBD) & Looking at MAP Data	Scope and Sequence, Common Spine & Power Standards		ELA, ELPI
Electives	Literacy-Close Reading (TBD) & Looking at MAP Data	Scope and Sequence, Power Sta		ELA, ELPI
Deans	School Safety & Restorative Justice	CALPADs Reporting	Attendance & Behavior Interventions	Suspension/ School Climate
College Counselors	CALPADs Reporting	Supporting Students with the FASFA & Academic Interventions	Monthly Plannig & Weekly Advisory Curriculum	CCI, School Climate
Wellness Counselors	Simple Practice & Case Management			CCI, School Climate
Office Staff	Enrollment & Registration			All
Admin.	Assigned to Strand	Assigned Strand	Assigned Strand	All

March 21, 2025—Professional Development Day				
Department/Group	PD Focus	PD Focus	PD	AB1505 Indicator
ELD	504s vs. IEPs (TBD) or State Testing Prep & Looking at MAP Data	Scope and Sequence, Power Sta		ELPI, ELA
Math	504s vs. IEPs (TBD) or State Testing Prep & Looking at MAP Data	Focus on Instruct	ional Routines	Math
Science	504s vs. IEPs (TBD) or State Testing Prep & Looking at MAP Data	Scope and Sequence, Power Sta		CAST & Math
World Language	504s vs. IEPs (TBD) or State Testing Prep & Looking at MAP Data	Vorld-Readiness Standards	Scope and Sequence Common Spine	CCI, ELA, ELPI
CTE/Linked Learning Staff	College & Career Pathway Development	Supporting Students in Du	al Enrollment Courses	ссі
Educational Specialist & IAs (Group A)	504s vs. IEPs (TBD) or State Testing Prep & Looking at MAP Data	Join Content Areas by Assignment		ELA, Math, CCI & ELPI
Educational Specialist & IAs (Group B)	504s vs. IEPs (TBD) or State Testing Prep & Looking at MAP Data	Focus on Instructional Routines		ELA, Math, CCI & ELPI
English	504s vs. IEPs (TBD) or State Testing Prep & Looking at MAP Data	Scope and Sequence, Common Spine & Power Standards		ELA, ELPI
Social Science	504s vs. IEPs (TBD) or State Testing Prep & Looking at MAP Data	Scope and Sequence, Common Spine & Power Standards		ELA, ELPI
Electives	504s vs. IEPs (TBD) or State Testing Prep & Looking at MAP Data	Scope and Sequence, Power Sta		ELA, ELPI
Deans	School Safety & Restorative Justice	EOY CALPADs Reporting	Attendance & Behavior Interventions	Suspension/ School Climate
College Counselors	EOY CALPADs Reporting	Academic Interventions & Summer School	Monthly Plannig & Weekly Advisory Curriculum	CCI, School Climate
Wellness Counselors	Simple Practice & Case Management			CCI, School Climate
Office Staff	Enrol	Enrollment & Registration		
Admin.	Assigned to Strand	Assigned Strand	Assigned Strand	All

#### **Student Name:**

**Directions for Evaluator:** Answer the items in Categories A through C, and provide any remarks in the Additional Comments section, based upon your experience observing the student. *Please be objective and candid in your assessment; your responses will help strengthen our program.* Note that the descriptions of each item listed in Categories A through C are available in the corresponding Scoring Guide that is attached at the end.

## Category A: Foundational Skills

Rate the student's foundational skills using the rating scale below. (If you have not had the opportunity to observe the student's skill level or behavior in a particular area, please respond N/A: "No Opportunity to Observe.")

1	2	3	4	N/A
Does Not Meet	Partially Meets	Meets	Above	No Opportunity
Expectations	Expectations	Expectations	Expectations	to Observe

Items to Rate	Enter Rating Scale Number or N/A
Locating, Comprehending, and Evaluating Information	
Listening	
Workplace Safety	
Problem-Solving/Troubleshooting	
Oral Communication	
Written Communication	
Attention to Detail	
Ability to Grasp Concepts	
Following Workplace Guidelines	

Record student's overall rating (i.e., 1, 2, 3, or 4) for Category A:



## Category B: Applied Workplace Skills

Rate the student's applied workplace skills using the rating scale below. (If you have not had the opportunity to observe the student's skill level or behavior in a particulararea, please respond N/A: "No Opportunity to Observe.")

1	2	3	4	N/A
Does Not Meet	Partially Meets	Meets	Above	No Opportunity
Expectations	Expectations	Expectations	Expectations	to Observe

Items to Rate	Enter Rating Scale Number or N/A
Understanding the Organizational Structure and Processes	
Information Technology Application	
Teamwork	
Customer Service	
Responsiveness to Change	

Does the student demonstrate ethical behavior/integrity? Select Yes, No, or N/A

Record student's overall rating (i.e., 1, 2, 3, or 4) for Category B:

## Category C: Self-Management and Personal Responsibility

Rate the student's self-management skills and personal responsibility using the rating scale below. (If you have not had the opportunity to observe the student's skill level or behavior in a particulararea, please respond N/A: "No Opportunity to Observe.")

1	2	3	4	N/A
Does Not Meet	Partially Meets	Meets	Above	No Opportunity
Expectations	Expectations	Expectations	Expectations	to Observe

Items to Rate	Enter Rating Scale Number or N/A
Absenteeism	
Punctuality	



## **Category C: Self-Management and Personal Responsibility (Continued)**

Items to Rate	Enter Rating Scale Number or N/A
Time-Management	
Self-Directed; Takes Initiative; Resourceful	
Takes Responsibility for Learning; Seeks to Learn	
Motivation	

Record student's overall rating (i.e., 1, 2, 3, or 4) for Category C:

## **Additional Comments**

Any additional comments may be provided in the space below. Comments could include where the student exceeded expectations and/or areas that need improvement.

Please provide comments here:



## **Scoring Guide**

This document is a companion piece to the above component.



Evaluation of Student Intern form. It describes each rating

## **Category A – Foundational Skills**

Foundational Skills	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Locating, Comprehending, and Evaluating Information	The student has minimal ability to locate, understand and evaluate information, including, if relevant, ability to interpret charts or graphs or identify trends in data.	The student has moderate ability to locate, understand and evaluate information, including, if relevant, ability to interpret charts or graphs or identify trends in data.	The student has the ability to locate, understand and evaluate information, including, if relevant, ability to interpret charts or graphs or identify trends in data.	The student demonstrates an advanced ability to locate, understand and evaluate information, including, if relevant, ability to interpret charts or graphs or identify trends in data.
Listening	The student is inattentive and does not retain delivered information, as evidenced through subsequent performance.	The student occasionally appears inattentive, but retains most of the delivered information, as evidenced through subsequent performance.	The student usually appears attentive and retains most of the delivered information, as evidenced through subsequent performance; the student knows to take notes if necessary to remember important information; and asks clarifying questions as needed.	The student is attentive; retains delivered information, as evidenced through subsequent performance; takes notes as necessary; repeats back keyideas, demonstrating that information was heard; and asks questions to develop a deeper knowledge and understanding of the work.



Foundational Skills	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Workplace Safety	The student has minimal awareness of the surroundings and does not follow safety protocols.	The student has awareness of the surroundings but does not consistently follow safety protocols.	The student has awareness of the surroundings and always follow safety protocols.	The student has a keen awareness of the surroundings, always follow safety protocols, and takes the time and initiative to identify and prevent workplace hazards.
Problem-Solving/ Troubleshooting	The student has a minimal level of reasoning or analytical thinking to problem-solve or troubleshoot.	The student exercises a moderate level of reasoning and analytical thinking to problem-solve and troubleshoot.	The student exercises a satisfactory level of reasoning and analytical thinking to problemsolve and troubleshoot.	The student exercises a high level of reasoning and analytical thinking to problem-solve and troubleshoot.
Oral Communication	The student does not articulate ideas clearly and effectively.	The student does not consistently articulate ideas clearly and effectively.	The student articulates ideas clearly and effectively.	The student articulates ideas clearly and effectively, including the use of right language and terminology to the audience.



Foundational Skills	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Written Communication	The student's written communication is unclear (e.g., poor choice of words and sentence structure, disorganized, incorrect tone, and/or the message is not clear based on the communication method used [e.g., email, text, report]).	The student's written communication is occasionally unclear (e.g., poor choice of words, sentences are sometimes fragmented, and/or the message is sometimes not clear based on the communication method used [e.g., email, text, report]).	The student's written communication is clear (e.g., good word choice and sentence structure, well organized, proper tone, and the message is clear based on the communication method used [e.g., email, text, report]).	The student's written communication is consistently clear (e.g., proper word choice, good sentence structure, well organized, proper tone, selects the right form of communication, and the message is clear based on the communication method used [e.g., email, text, report]).
Attention to Detail	The student is not attentive to detail and has multiple errors in the work.	The student is fairly attentive to detail and has errors in the work.	The student is detailed oriented and has minimal errors in the work.	The student is detailed oriented and identifies errors to correct before moving forward.
Ability to Grasp Concepts	The student is able to occasionally grasp concepts.	The student is able to grasp concepts but not in a timely manner.	The student is able to grasp concepts in a timely manner.	The student is able to grasp concepts in a timely manner and has learned the concepts well enough to be able to teach them to someone else.



Foundational Skills	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Following Workplace Guidelines	The student has minimal awareness of workplace procedures and guidelines and does not follow them.	The student has awareness of workplace procedures and guidelines but does not consistently follow them.	The student has awareness of workplace procedures and guidelines and always follows them.	The student has a keen awareness of workplace procedures and guidelines and always follows them, and takes the time and initiative to identify areas in need of improvements.

## **Category B – Applied Workplace Skills**

Applied Workplace Skills	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Understanding the Organizational Structure and Processes	The student has minimal understanding of their role and how it supports the organization.	The student has a moderate understanding of their role and how it supports the organization.	The student understands their role and how it supports the organization.	The student understands their role and how it supports the organization, along with a clear understanding of other roles within the organization and how it all connects to productivity.
Information Technology Application	The student has minimal skills to use, operate, or run the technology necessary to complete assigned work.	The student has moderate skills to use, operate, or run the technology necessary to complete assigned work.	The student has the skills to use, operate, or run the technology necessary to complete assigned work the majority of the time.	The student has the skills to use, operate, or run the technology to complete assigned work at all times.



Applied Workplace Skills	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Teamwork	The student does not build collaborative relationships with colleagues and has difficulty working within a team structure.	The student occasionally builds collaborative relationships with colleagues and can sometimes work within a team structure.	The student builds collaborative relationships with colleagues and works well within a team structure.	The student builds collaborative relationships with colleagues, works well within a team structure, and is respectful of various viewpoints.
Customer Service	The student is rarely able to provide support, assistance and/or advice to customers.	The student is able to provide limited support, assistance, and/or advice to customers.	The student provides support, assistance, and/or advice to customers, and meets their expectations.	The student provides support, assistance, and/or advice to customers, and exceeds their expectations.
Responsiveness to Change	The student does not respond well to change.	The student has mixed reactions to change.	The student responds positively to change and adjust plans accordingly.	The student can respond positively to change, adjust plans accordingly, and can motivate others.

**Ethical Behavior/Integrity:** This item questions whether the student demonstrated ethical behavior/integrity.



## **Category C – Self-Management and Personal Responsibility**

Self-Management and Personal Responsibility	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Absenteeism	The student is frequently absent.	The student is occasionally absent.	The student is rarely absent and sometimes informs management of planned absences (i.e., approved time off) in a timely manner.	The student is rarely absent and always informs management of planned absences (i.e., approved time off) in a timely manner.
Punctuality	The student is frequently tardy to work and/or frequently returns from breaks tardy.	The student is occasionally tardy to work and/or occasionally returns from breaks tardy.	The student is on time to work and/or returns from breaks on time.	The student is on time to work and/or returns from breaks on time, and informs employer ahead of time of tardiness.
Time Management	The student rarely completes assignments on time.	The student occasionally does not complete assignments on time.	The student completes assignments on time.	The student completes assignments in a timely and can adjust when deadlines change.
Self-Directed; Takes Initiative; Resourceful	The student rarely takes initiative and the student requires ongoing supervision to maintain productivity.	The student occasionally takes initiative but requires some supervision to maintain productivity.	The student takes initiative, requires minimal supervision, and asks for support as needed	The student takes initiative, is easily able to work independently, and requires very little supervision.
Takes Responsibility for Learning; Seeks to Learn	The student rarely seeks out new knowledge and skills, and rarely learns from his/her mistakes.	The student hesitates to seek out new knowledge and skills, and sometimes learns from his/her mistakes.	The student seeks out new knowledge and skills, and usually learns from his/her mistakes.	The student actively seeks out new knowledge and skills, learns from his/her mistakes, and rarely repeats the same mistake.



Self-Management and Personal Responsibility	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Motivation	The student is disinterested and lacks motivation to complete tasks/projects/work.	The student shows interest and motivation to complete some tasks/projects/work.	The student shows interest and motivation to complete the majority of tasks/projects/work.	The student expresses interest and motivation to complete all tasks/projects/work, and demonstrates willingness to work beyond given roles.









## **Evaluation of Student Intern**

Date:

#### Student Name:

**Directions for Employer:** Answer the items in Categories A through C, and provide any remarks in the Additional Comments section, based upon your experience observing the student. *Please be objective and candid in your assessment; your responses will help strengthen our program.* Note that the descriptions of each item listed in Categories A through C are available in the corresponding Scoring Guide that is attached at the end.

## Category A: Foundational Skills

Rate the student's foundational skills using the rating scale below. (If you have not had the opportunity to observe the student's skill level or behavior in a particular area, please respond N/A: "No Opportunity to Observe.")

1	2	3	4	N/A
Does Not Meet	Partially Meets	Meets	Above	No Opportunity
Expectations	Expectations	Expectations	Expectations	to Observe

Items to Rate	Enter Rating Scale Number or N/A
Locating, Comprehending, and Evaluating Information	
Listening	
Workplace Safety	
Problem-Solving/Troubleshooting	
Oral Communication	
Written Communication	
Attention to Detail	
Ability to Grasp Concepts	
Following Workplace Guidelines	

Record student's overall rating (i.e., 1, 2, 3, or 4) for Category A:



## Category B: Applied Workplace Skills

Rate the student's applied workplace skills using the rating scale below. (If you have not had the opportunity to observe the student's skill level or behavior in a particulararea, please respond N/A: "No Opportunity to Observe.")

1	2	3	4	N/A
Does Not Meet	Partially Meets	Meets	Above	No Opportunity
Expectations	Expectations	Expectations	Expectations	to Observe

Items to Rate	Enter Rating Scale Number or N/A
Understanding the Organizational Structure and Processes	
Information Technology Application	
Teamwork	
Customer Service	
Responsiveness to Change	

Does the student demonstrate ethical behavior/integrity? Select Yes, No, or N/A

Record student's overall rating (i.e., 1, 2, 3, or 4) for Category B:

## Category C: Self-Management and Personal Responsibility

Rate the student's self-management skills and personal responsibility using the rating scale below. (If you have not had the opportunity to observe the student's skill level or behavior in a particulararea, please respond N/A: "No Opportunity to Observe.")

1	2	3	4	N/A
Does Not Meet	Partially Meets	Meets	Above	No Opportunity
Expectations	Expectations	Expectations	Expectations	to Observe

Items to Rate	Enter Rating Scale Number or N/A
Absenteeism	
Punctuality	



### **Category C: Self-Management and Personal Responsibility (Continued)**

Items to Rate	Enter Rating Scale Number or N/A
Time-Management	
Self-Directed; Takes Initiative; Resourceful	
Takes Responsibility for Learning; Seeks to Learn	
Motivation	

Record student's overall rating (i.e., 1, 2, 3, or 4) for Category C:

Any additional comments may be provided in the space below. Comments could include where the student exceeded expectations and/or areas that need improvement.

Please provide comments here:					



## **Scoring Guide to the**



## **Evaluation of Student Intern Form**

This document is a companion piece to the above Employer Evaluation of Student Intern form. It describes each rating component.

## **Category A – Foundational Skills**

Foundational Skills	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Locating, Comprehending, and Evaluating Information	The student has minimal ability to locate, understand and evaluate information, including, if relevant, ability to interpret charts or graphs or identify trends in data.	The student has moderate ability to locate, understand and evaluate information, including, if relevant, ability to interpret charts or graphs or identify trends in data.	The student has the ability to locate, understand and evaluate information, including, if relevant, ability to interpret charts or graphs or identify trends in data.	The student demonstrates an advanced ability to locate, understand and evaluate information, including, if relevant, ability to interpret charts or graphs or identify trends in data.
Listening	The student is inattentive and does not retain delivered information, as evidenced through subsequent performance.	The student occasionally appears inattentive, but retains most of the delivered information, as evidenced through subsequent performance.	The student usually appears attentive and retains most of the delivered information, as evidenced through subsequent performance; the student knows to take notes if necessary to remember important information; and asks clarifying questions as needed.	The student is attentive; retains delivered information, as evidenced through subsequent performance; takes notes as necessary; repeats back keyideas, demonstrating that information was heard; and asks questions to develop a deeper knowledge and understanding of the work.



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Foundational Skills	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Workplace Safety	The student has minimal awareness of the surroundings and does not follow safety protocols.	The student has awareness of the surroundings but does not consistently follow safety protocols.	The student has awareness of the surroundings and always follow safety protocols.	The student has a keen awareness of the surroundings, always follow safety protocols, and takes the time and initiative to identify and prevent workplace hazards.
Problem-Solving/ Troubleshooting	The student has a minimal level of reasoning or analytical thinking to problem-solve or troubleshoot.	The student exercises a moderate level of reasoning and analytical thinking to problem-solve and troubleshoot.	The student exercises a satisfactory level of reasoning and analytical thinking to problemsolve and troubleshoot.	The student exercises a high level of reasoning and analytical thinking to problem-solve and troubleshoot.
Oral Communication	The student does not articulate ideas clearly and effectively.	The student does not consistently articulate ideas clearly and effectively.	The student articulates ideas clearly and effectively.	The student articulates ideas clearly and effectively, including the use of right language and terminology to the audience.



Foundational Skills	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Written Communication	The student's written communication is unclear (e.g., poor choice of words and sentence structure, disorganized, incorrect tone, and/or the message is not clear based on the communication method used [e.g., email, text, report]).	The student's written communication is occasionally unclear (e.g., poor choice of words, sentences are sometimes fragmented, and/or the message is sometimes not clear based on the communication method used [e.g., email, text, report]).	The student's written communication is clear (e.g., good word choice and sentence structure, well organized, proper tone, and the message is clear based on the communication method used [e.g., email, text, report]).	The student's written communication is consistently clear (e.g., proper word choice, good sentence structure, well organized, proper tone, selects the right form of communication, and the message is clear based on the communication method used [e.g., email, text, report]).
Attention to Detail	The student is not attentive to detail and has multiple errors in the work.	The student is fairly attentive to detail and has errors in the work.	The student is detailed oriented and has minimal errors in the work.	The student is detailed oriented and identifies errors to correct before moving forward.
Ability to Grasp Concepts	The student is able to occasionally grasp concepts.	The student is able to grasp concepts but not in a timely manner.	The student is able to grasp concepts in a timely manner.	The student is able to grasp concepts in a timely manner and has learned the concepts well enough to be able to teach them to someone else.



Foundational Skills	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Following Workplace Guidelines	The student has minimal awareness of workplace procedures and guidelines and does not follow them.	The student has awareness of workplace procedures and guidelines but does not consistently follow them.	The student has awareness of workplace procedures and guidelines and always follows them.	The student has a keen awareness of workplace procedures and guidelines and always follows them, and takes the time and initiative to identify areas in need of improvements.

## **Category B – Applied Workplace Skills**

Applied Workplace Skills	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Understanding the Organizational Structure and Processes	The student has minimal understanding of their role and how it supports the organization.	The student has a moderate understanding of their role and how it supports the organization.	The student understands their role and how it supports the organization.	The student understands their role and how it supports the organization, along with a clear understanding of other roles within the organization and how it all connects to productivity.
Information Technology Application	The student has minimal skills to use, operate, or run the technology necessary to complete assigned work.	The student has moderate skills to use, operate, or run the technology necessary to complete assigned work.	The student has the skills to use, operate, or run the technology necessary to complete assigned work the majority of the time.	The student has the skills to use, operate, or run the technology to complete assigned work at all times.



Applied Workplace Skills	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Teamwork	The student does not build collaborative relationships with colleagues and has difficulty working within a team structure.	The student occasionally builds collaborative relationships with colleagues and can sometimes work within a team structure.	The student builds collaborative relationships with colleagues and works well within a team structure.	The student builds collaborative relationships with colleagues, works well within a team structure, and is respectful of various viewpoints.
Customer Service	The student is rarely able to provide support, assistance and/or advice to customers.	The student is able to provide limited support, assistance, and/or advice to customers.	The student provides support, assistance, and/or advice to customers, and meets their expectations.	The student provides support, assistance, and/or advice to customers, and exceeds their expectations.
Responsiveness to Change	The student does not respond well to change.	The student has mixed reactions to change.	The student responds positively to change and adjust plans accordingly.	The student can respond positively to change, adjust plans accordingly, and can motivate others.

**Ethical Behavior/Integrity:** This item questions whether the student demonstrated ethical behavior/integrity.



## **Category C – Self-Management and Personal Responsibility**

Self-Management and Personal Responsibility	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Absenteeism	The student is frequently absent.	The student is occasionally absent.	The student is rarely absent and sometimes informs management of planned absences (i.e., approved time off) in a timely manner.	The student is rarely absent and always informs management of planned absences (i.e., approved time off) in a timely manner.
Punctuality	The student is frequently tardy to work and/or frequently returns from breaks tardy.	The student is occasionally tardy to work and/or occasionally returns from breaks tardy.	The student is on time to work and/or returns from breaks on time.	The student is on time to work and/or returns from breaks on time, and informs employer ahead of time of tardiness.
Time Management	The student rarely completes assignments on time.	The student occasionally does not complete assignments on time.	The student completes assignments on time.	The student completes assignments in a timely and can adjust when deadlines change.
Self-Directed; Takes Initiative; Resourceful	The student rarely takes initiative and the student requires ongoing supervision to maintain productivity.	The student occasionally takes initiative but requires some supervision be maintain productivity.	The student takes initiative, requires minimal supervision, and asks for support as needed	The student takes initiative, is easily able to work independently, and requires very little supervision.
Takes Responsibility for Learning; Seeks to Learn	The student rarely seeks out new knowledge and skills, and rarely learns from his/her mistakes.	The student hesitates to seek out new knowledge and skills, and sometimes learns from his/her mistakes.	The student seeks out new knowledge and skills, and usually learns from his/her mistakes.	The student actively seeks out new knowledge and skills, learns from his/her mistakes, and rarely repeats the same mistake.



Self-Management and Personal Responsibility	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Motivation	The student is disinterested and lacks motivation to complete tasks/projects/work.	The student shows interest and motivation to complete some tasks/projects/work.	The student shows interest and motivation to complete the majority of tasks/projects/work.	The student expresses interest and motivation to complete all tasks/projects/work, and demonstrates willingness to work beyond given roles.





Date:

#### Student Name:

**Directions for Employer:** Answer the items in Categories A through C, and provide any remarks in the Additional Comments section, based upon your experience observing the student. Please be objective and candid in your assessment; your responses will help strengthen our program. Note that the descriptions of each item listed in Categories A through C are available in the corresponding Scoring Guide that is attached at the end.

## Category A: Foundational Skills

Rate the student's foundational skills using the rating scale below. (If you have not had the opportunity to observe the student's skill level or behavior in a particular area, please respond N/A: "No Opportunity to Observe.")

1	2	3	4	N/A
Does Not Meet	Partially Meets	Meets	Above	No Opportunity
Expectations	Expectations	Expectations	Expectations	to Observe

Items to Rate	Enter Rating Scale Number or N/A
Locating, Comprehending, and Evaluating Information	
Listening	
Workplace Safety	
Problem-Solving/Troubleshooting	
Oral Communication	
Written Communication	
Attention to Detail	
Ability to Grasp Concepts	
Following Workplace Guidelines	

**Record student's overall rating** (i.e., 1, 2, 3, or 4) for Category A:



## Category B: Applied Workplace Skills

Rate the student's applied workplace skills using the rating scale below. (If you have not had the opportunity to observe the student's skill level or behavior in a particulararea, please respond N/A: "No Opportunity to Observe.")

1	2	3	4	N/A
Does Not Meet	Partially Meets	Meets	Above	No Opportunity
Expectations	Expectations	Expectations	Expectations	to Observe

Items to Rate	Enter Rating Scale Number or N/A
Understanding the Organizational Structure and Processes	
Information Technology Application	
Teamwork	
Customer Service	
Responsiveness to Change	

Does the student demonstrate ethical behavior/integrity? Select Yes, No, or N/A

Record student's overall rating (i.e., 1, 2, 3, or 4) for Category B:

## Category C: Self-Management and Personal Responsibility

Rate the student's self-management skills and personal responsibility using the rating scale below. (If you have not had the opportunity to observe the student's skill level or behavior in a particulararea, please respond N/A: "No Opportunity to Observe.")

1	2	3	4	N/A
Does Not Meet	Partially Meets	Meets	Above	No Opportunity
Expectations	Expectations	Expectations	Expectations	to Observe

Items to Rate	Enter Rating Scale Number or N/A
Absenteeism	
Punctuality	



### **Category C: Self-Management and Personal Responsibility (Continued)**

Items to Rate	Enter Rating Scale Number or N/A
Time-Management	
Self-Directed; Takes Initiative; Resourceful	
Takes Responsibility for Learning; Seeks to Learn	
Motivation	

Record student's overall rating (i.e., 1, 2, 3, or 4) for Category C:

Any additional comments may be provided in the space below. Comments could include where the student exceeded expectations and/or areas that need improvement.

Please provide comments here:



## **Scoring Guide to the**



## Web Design **Evaluation of Student Intern Form**

This document is a companion piece to the above Employer Evaluation of Student Intern form. It describes each rating component.

## **Category A – Foundational Skills**

Foundational Skills	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Locating, Comprehending, and Evaluating Information	The student has minimal ability to locate, understand and evaluate information, including, if relevant, ability to interpret charts or graphs or identify trends in data.	The student has moderate ability to locate, understand and evaluate information, including, if relevant, ability to interpret charts or graphs or identify trends in data.	The student has the ability to locate, understand and evaluate information, including, if relevant, ability to interpret charts or graphs or identify trends in data.	The student demonstrates an advanced ability to locate, understand and evaluate information, including, if relevant, ability to interpret charts or graphs or identify trends in data.
Listening	The student is inattentive and does not retain delivered information, as evidenced through subsequent performance.	The student occasionally appears inattentive, but retains most of the delivered information, as evidenced through subsequent performance.	The student usually appears attentive and retains most of the delivered information, as evidenced through subsequent performance; the student knows to take notes if necessary to remember important information; and asks clarifying questions as needed.	The student is attentive; retains delivered information, as evidenced through subsequent performance; takes notes as necessary; repeats back keyideas, demonstrating that information was heard; and asks questions to develop a deeper knowledge and understanding of the work.



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Foundational Skills	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Workplace Safety	The student has minimal awareness of the surroundings and does not follow safety protocols.	The student has awareness of the surroundings but does not consistently follow safety protocols.	The student has awareness of the surroundings and always follow safety protocols.	The student has a keen awareness of the surroundings, always follow safety protocols, and takes the time and initiative to identify and prevent workplace hazards.
Problem-Solving/ Troubleshooting	The student has a minimal level of reasoning or analytical thinking to problem-solve or troubleshoot.	The student exercises a moderate level of reasoning and analytical thinking to problem-solve and troubleshoot.	The student exercises a satisfactory level of reasoning and analytical thinking to problemsolve and troubleshoot.	The student exercises a high level of reasoning and analytical thinking to problem-solve and troubleshoot.
Oral Communication	The student does not articulate ideas clearly and effectively.	The student does not consistently articulate ideas clearly and effectively.	The student articulates ideas clearly and effectively.	The student articulates ideas clearly and effectively, including the use of right language and terminology to the audience.



Foundational Skills	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Written Communication	The student's written communication is unclear (e.g., poor choice of words and sentence structure, disorganized, incorrect tone, and/or the message is not clear based on the communication method used [e.g., email, text, report]).	The student's written communication is occasionally unclear (e.g., poor choice of words, sentences are sometimes fragmented, and/or the message is sometimes not clear based on the communication method used [e.g., email, text, report]).	The student's written communication is clear (e.g., good word choice and sentence structure, well organized, proper tone, and the message is clear based on the communication method used [e.g., email, text, report]).	The student's written communication is consistently clear (e.g., proper word choice, good sentence structure, well organized, proper tone, selects the right form of communication, and the message is clear based on the communication method used [e.g., email, text, report]).
Attention to Detail	The student is not attentive to detail and has multiple errors in the work.	The student is fairly attentive to detail and has errors in the work.	The student is detailed oriented and has minimal errors in the work.	The student is detailed oriented and identifies errors to correct before moving forward.
Ability to Grasp Concepts	The student is able to occasionally grasp concepts.	The student is able to grasp concepts but not in a timely manner.	The student is able to grasp concepts in a timely manner.	The student is able to grasp concepts in a timely manner and has learned the concepts well enough to be able to teach them to someone else.



Foundational Skills	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Following Workplace Guidelines	The student has minimal awareness of workplace procedures and guidelines and does not follow them.	The student has awareness of workplace procedures and guidelines but does not consistently follow them.	The student has awareness of workplace procedures and guidelines and always follows them.	The student has a keen awareness of workplace procedures and guidelines and always follows them, and takes the time and initiative to identify areas in need of improvements.

## **Category B – Applied Workplace Skills**

Applied Workplace Skills	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Understanding the Organizational Structure and Processes	The student has minimal understanding of their role and how it supports the organization.	The student has a moderate understanding of their role and how it supports the organization.	The student understands their role and how it supports the organization.	The student understands their role and how it supports the organization, along with a clear understanding of other roles within the organization and how it all connects to productivity.
Information Technology Application	The student has minimal skills to use, operate, or run the technology necessary to complete assigned work.	The student has moderate skills to use, operate, or run the technology necessary to complete assigned work.	The student has the skills to use, operate, or run the technology necessary to complete assigned work the majority of the time.	The student has the skills to use, operate, or run the technology to complete assigned work at all times.



Applied Workplace Skills	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Teamwork	The student does not build collaborative relationships with colleagues and has difficulty working within a team structure.	The student occasionally builds collaborative relationships with colleagues and can sometimes work within a team structure.	The student builds collaborative relationships with colleagues and works well within a team structure.	The student builds collaborative relationships with colleagues, works well within a team structure, and is respectful of various viewpoints.
Customer Service	The student is rarely able to provide support, assistance and/or advice to customers.	The student is able to provide limited support, assistance, and/or advice to customers.	The student provides support, assistance, and/or advice to customers, and meets their expectations.	The student provides support, assistance, and/or advice to customers, and exceeds their expectations.
Responsiveness to Change	The student does not respond well to change.	The student has mixed reactions to change.	The student responds positively to change and adjust plans accordingly.	The student can respond positively to change, adjust plans accordingly, and can motivate others.

**Ethical Behavior/Integrity:** This item questions whether the student demonstrated ethical behavior/integrity.



## **Category C – Self-Management and Personal Responsibility**

Self-Management and Personal Responsibility	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Absenteeism	The student is frequently absent.	The student is occasionally absent.	The student is rarely absent and sometimes informs management of planned absences (i.e., approved time off) in a timely manner.	The student is rarely absent and always informs management of planned absences (i.e., approved time off) in a timely manner.
Punctuality	The student is frequently tardy to work and/or frequently returns from breaks tardy.	The student is occasionally tardy to work and/or occasionally returns from breaks tardy.	The student is on time to work and/or returns from breaks on time.	The student is on time to work and/or returns from breaks on time, and informs employer ahead of time of tardiness.
Time Management	The student rarely completes assignments on time.	The student occasionally does not complete assignments on time.	The student completes assignments on time.	The student completes assignments in a timely and can adjust when deadlines change.
Self-Directed; Takes Initiative; Resourceful	The student rarely takes initiative and the student requires ongoing supervision to maintain productivity.	The student occasionally takes initiative but requires some supervision be maintain productivity.	The student takes initiative, requires minimal supervision, and asks for support as needed	The student takes initiative, is easily able to work independently, and requires very little supervision.
Takes Responsibility for Learning; Seeks to Learn	The student rarely seeks out new knowledge and skills, and rarely learns from his/her mistakes.	The student hesitates to seek out new knowledge and skills, and sometimes learns from his/her mistakes.	The student seeks out new knowledge and skills, and usually learns from his/her mistakes.	The student actively seeks out new knowledge and skills, learns from his/her mistakes, and rarely repeats the same mistake.



Self-Management and Personal Responsibility	Does Not Meet Expectations	Partially Meets Expectations	Meets Expectations	Above Expectations
Motivation	The student is disinterested and lacks motivation to complete tasks/projects/work.	The student shows interest and motivation to complete some tasks/projects/work.	The student shows interest and motivation to complete the majority of tasks/projects/work.	The student expresses interest and motivation to complete all tasks/projects/work, and demonstrates willingness to work beyond given roles.





To Leadership Public School, Board of Directors

From: Superintendent Dr. Brent Daniels

Date: June 6, 2024

Subject: LCFF Budget Overview for Parents, 2023-2024 LCAP Annual Update and

2024-2027 Local Control Accountability Plan

#### **Executive Summary:**

#### LCFF Budget Overview for Parents

California Education Code (EC) Section 52064.1 requires each school district, county office of education (COE), and charter school (LEA) to develop the Local Control Funding Formula (LCFF) Budget Overview for Parents in conjunction with the LCAP by July 1 of each year.

Introduced during the 2018-2019 school year, the Parent Budget Overview was adopted by the State Board of Education to assist parents with understanding the budget presented within the Local Control and Accountability Plan (LCAP). It is a document which summarizes the state and federal funding as well as budgeted expenditures that align with the goals, measurable outcomes and actions presented.

The LPS Parent Budget Overview was created for each school (LPS Hayward, LPS Oakland R&D and LPS Richmond). Each report shows for 2024-2025: the total funds allocated through the Local Control Funding Formula, Other State Funds, Local Funds, Federal Funds (including Titles I, II, III, and IV. LCFF funds generated by enrollment of High Needs Students (English Learners, low-income students and students in foster care.) LCFF funds are divided into Base Funding and Supplemental/ Concentration Grant Funding. It also includes information about the budget and estimated actual expenditures for 2023-2024.



#### Local Control and Accountability Plan

The LCAP development process serves three distinct, but related functions:

- Comprehensive Strategic Planning
- Meaningful Engagement of Educational Partners
- Accountability and Compliance

The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs. The LCAP also serves in conjunction with the WASC Action Plan for each LEA.

Under AB716, the LCAP serves as the School Plan for Student Achievement (SPSA).

The components of the LCAP for the 2024-2027 LCAP year must be posted as one document assembled in the following order:

- LCFF Budget Overview for Parents
- Plan Summary
- Engaging Educational Partners
- Goals and Actions
- Increased or Improved Services for Foster Youth, English Learners, and Low-income students
- Action Tables
- Instructions

#### Fiscal Impact:

The FY 2024-2025 Annual Budget cannot be adopted without the adoption of the Local Control and Accountability Plan.

#### **Recommended Action:**

The administration recommends that the Board of Directors accept the First Read of the LCFF Budget Overview for Parents and the 2024-2027 Local Control Accountability Plan.



# PUBLIC HEARING

## **Notice of Public Hearing**

FY 2024-27 Local Control and Accountability Plan (LCAP) & Preliminary Budget

THE BOARD OF TRUSTEES WILL HOLD A PUBLIC HEARING ON THURSDAY, JUNE 6, 2024, AT 6:30 PM OR SOON THEREAFTER AS THIS MATTER MAY BE HEARD REGARDING THE 2024-2027 LOCAL CONTROL AND ACCOUNTABILITY PLAN AND PRELIMINARY BUDGET FOR:

Leadership Public Schools Hayward Leadership Public Schools Oakland R&D Campus Leadership Public Schools Richmond

The LCAP is a school's plan to meet annual goals for all pupils, with specific activities to address State and local priorities. The purpose of this meeting is to provide information to the public and to receive public comment and input on the spending plans for the upcoming year.

The meeting agenda will be available on the front of the District's website at least 72 hours prior to the meeting and will include information on how members of the public may observe and provide comments during the public meeting.

QUESTIONS: Contact the Superintendent's Office Leadership Public Schools 99 Linden Street, Oakland, CA 94607 Telephone: 510.830.3780 Fax: 510.225.2575

info@leadps.org



## 2023–24 Local Control and Accountability Plan Annual Update

The instructions for completing the 2023–24 Local Control and Accountability Plan (LCAP) Annual Update follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
LPS Oakland R&D Campus	Alex Webster	awebster@leadps.org
	Principal	510-754-0021

## **Goals and Actions**

### Goal

Goal #	Description
	Academic Performance- Implement data-informed practices and services that are Common Core Aligned to drive growth in core subjects and improvement in overall academic performance for all students.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
MAP Math and SBAC Math Test 11th grade	2018-2019 11% of all students are performing at or above grade level in Math (MAP) and SBAC:  N/A-African-American 0%-English Learners 0%-Special Education 10.31%-Free and reduced lunch	2020-2021 16.19% of all students are performing at or above grade level in Math (MAP) and SBAC:  N/A-African-American 3.13%-English Learners N/A-Special Education 15.68%-Free and reduced lunch	2021-2022 5% of all students are performing at or above grade level in Math (MAP) and SBAC:  N/A-African-American 2.63%-English Language Learners 0%-Special Education 5.32%-Free and reduced lunch	2022-2023 3.66% of all students met or exceeded standard for Math (SBAC).  N/A- African-American 0.00%- English Language Learners 7.69% Special Education 3.08% Free and Reduced Lunch  2023-2024 15% of all students met or exceeded standard for Math (MAP).	By the end of the 2023-2024 school year 20% of students will be performing at or above grade level in math.  N/A%-African-American 10%-English Learners 20%-Special Education 20%-Free and reduced lunch
MAP English Language Arts SBAC English Language Arts test 11th grade	2018-2019 49% of all students are reading at or above grade level N/A-African-American 0%-English Learners	2020-2021 37.26% of all students are reading at or above grade level N/A-African-American	2021-2022 33.64% of all students are reading at or above grade level N/A-African-American	2022-2023 21.95% of all students met or exceeded standards for ELA (SBAC).	By the end of the 2023-2024 school year 64% of students will be performing at or grade level in English.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	25%-Special Education 48.46 %-Free and reduced lunch	9.68%-English Learners N/A-Special Education 36.6%-Free and reduced lunch	9.76%-English Learners 15.83%-Special Education 32.65%-Free and reduced lunch	N/A African- American 0.00% English Language Learners 0.00% Special Education 24.62% Free and Reduced Lunch 2023-2024 15% of all students met or exceeded standard for Reading (MAP).	N/A-African-American 15%-English Learners 50%-Special Education 60%-Free and reduced lunch
Summative ELPAC	2018-2019 9% of all English Language Learners are overall proficient.	2020-2021 7.59% of all English Language Learners are overall proficient.	2021-2022 10.48% of all English Language Learners are overall proficient.	2022-2023 16.5% of all English Language Learners are overall proficient. (Summative ELPAC)	By the end of the 2023-2024 36% of English Learners will be overall proficient

## Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

#### 23-24

Supplemental academic support for math and English Language Arts-- planned supports fully implemented, with the exception of Navigate Math.

Equitable systems of support for English Learners-- planned supports fully implemented.

Increase academic performance and student engagement-- planned supports fully implemented.

Increased Supports for Special Education-- planned supports fully implemented.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There are no substantial differences.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Our data shows considerable variation in student proficiency between SBAC scores from 22-23 and MAP scores from 23-24. For example, student Math proficiency on the SBAC in 22-23 was 3.66%, but overall student MAP scores in Spring 23-24 was 15%. While we need to take into account the data sources,19-20 shows math proficiency overall at 11%. If MAP scores are predictive of SBAC scores, our SBAC math proficiency scores should be around 18% for 23-24. This is double the percentage of students who were proficient at the beginning of the 3-year cycle, and 15% higher than the SBAC scores from 22-23. Therefore our efforts in math have been effective. However, we are still not close to meeting our overall 3-year goal.

ELA proficiency has steadily decreased from 19-20, from 49% of students proficient in ELA to just 15% proficient on the Spring administration of MAP. Our efforts have not resulted in increased SBAC scores. It is important to note that this three-year LCAP cycle included the COVID-19 shut-down and virtual learning, and a lack of credentialed English teachers in 23-24 to provide in-person instruction.

Our summative ELPAC scores have steadily risen from 9% proficiency to 16.5% proficiency. This shows that our actions were effective in making progress toward our 3-year goal. However, we are still not close to meeting our overall 3-year goal.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Teacher coaching & development, use of rigorous curriculum & framework, computer applications for intervention & enrichment, and Learning Lab tutorial will be changed to read: in-person instruction with credentialed teachers, teacher coaching and development, use of culturally-responsive teaching practices, use of rigorous curriculum & framework, and computer applications for intervention & enrichment.

We believe the reason for the ineffectiveness of our ELA supports vs our Math supports is due to a lack of in-person teachers this year, combined with the COVID-19 disruptions and multiple leadership and staff changes at the school. Additionally, our Math metrics started out much lower than our ELA metrics, and while we were able to make modest gains with math, our English scores have steadily declined, but now match our Math scores. We believe having in-person teachers delivering culturally-responsive lessons with stabilized school leadership will increase our student achievement in both Math and ELA.

A report of the Total Es Estimated Actual Perce Table.	timated Actual Expenditure ntages of Improved Servic	es for last year's actions es for last year's actions	may be found in the Ann may be found in the Cor	ual Update Table. A report of stributing Actions Annual Up	f the date

## **Goals and Actions**

### Goal

Goal #	Description
2	Academic Engagement- Provide students with mental health, social/emotional support and/or interpersonal relational skills training through a more diverse selection of curricular and support offerings in coursework that are rigorous and high interest.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Graduation Rates	2020 All Students 92.2%  • English Learners- 87.8%  • Students with disabilities- 92.9%  • Students who qualify for free and reduced lunch-92.1%  • African- American students N/A%  • Hispanic/Lati nx students- 92%	2021 All Students-90.3%  • English Learners- 90.6%  • Students with disabilities- 83.3%  • Students who qualify for free and reduced lunch-89.9%  • African- American students N/A%  • Hispanic/Lati nx students- 90.9%	2022 All Students 89.1%  • English Learners- 77.8%  • Students with disabilities- 84.6%  • Students who qualify for free and reduced lunch-88.7%  • African- American students-N/A  • Hispanic/Lati nx students- 89.1%	2023 All Students 94.6%  • Students with disabilities 93.3%  • English Learners 94.1%  • Students who qualify for free and reduced lunch 94.1%  • African American students-N/A  • Hispanic/Lati nx students 94.2%  Number of Students:	By 2023-2024 our graduation rate will be 95%.  • English Learners 95% • Students with disabilities-95% • Students who qualify for free and reduce lunch-95% • African-American students-maintain 100% • Hispanic/Lati nx-students-

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Student Enrollment in AP Courses	As of the 21-22 academic year, all 12th graders will have access to AP English Language to round out A-G requirements.  Enrollment-62 students	All 12th graders have access to AP English Language to round out A-G requirements.	All 12th graders have access to AP English Language to round out A-G requirements.	2023 (18) 25% of 12th graders are enrolled in AP Literature (however 100% of 12th graders had the opportunity to enroll) (1) .01% of 12th graders are enrolled in AP Spanish (placement contingent on successful completion of Spanish 4)	By 2023-2024, the master schedule allows students to enroll as many AP courses as are offered.  Enrollment: 80 students
Student Enrollment in AP Courses	We currently offer AP Computer Science at the 11th and 12th grades.  • English Learners	no longer offered to students	no longer offered to students	no longer offered to students	By the end of the 2023-2024 school year we will have leveraged the K-12 Strong Workforce Grant to expand the Computer Science program to eligible students in all grades.  • English Learners%  • Students with disabilities%  • Students who qualify for free and

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	Hispanic/Lati     nx students%				reduced lunch%  • African- American students%  • Hispanic/Lati nx students%

## Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Due to staffing, we no longer offer AP Computer Science; however we now offer AP Spanish as well as AP English for 11th graders and 12th graders. Therefore, we continue to offer diverse, high-interest curricular choices.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Academic Support and Intervention - Academic and enrichment support via Learning Lab. Academic interventions through Tier I and Tier II supports, 1:1 academic supports and academic counseling-- Effective based on graduation rate, student enrollment, and AP courses.

College Support & Career Pathway Enrichment Opportunities - College Counseling services, build out a robust CTE program that provides opportunity, hands on training and post secondary opportunities. -- Effective based on graduation rate, student enrollment, and AP courses. .

System of Supports & Enrichment for Black students -- 6 students going to HBCU tour, BSU meets weekly during advisory, ASB celebrating Black History Month -- Effective

Student Enrichment Opportunities and Support for 9th Graders-- 9th grade retreat to UCSC, college counseling push-in to 9th grade advisories, Peer Health Exchange in 9th grade advisory -- Effective based on graduation rate, student enrollment, and AP courses.

Our graduation rate remains strong and has increased. We are less than 1% away from our 3-year graduation rate goal. We have expanded our AP offerings and student enrollment in AP courses remains strong. College Counseling services, and a robust CTE program provide opportunity, hands on training and post secondary opportunities.

Therefore, these specific actions have been effective.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Beginning in 24-25, we will adjust our metrics to reflect more accuracy in measuring outcomes.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

## **Goals and Actions**

### Goal

Goal #	Description
	Conditions and Climate- Establish meaningful student-family engagements, restorative justice practices and enhanced communication internally and externally to ensure that learning is conducive to the growth and preparation of all students post-graduation.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Qualitative faculty & staff data, faculty & staff surveys, and LPS families and community educational partner engagement feedback	the following return rates:	Panorama survey for students	WASC Survey for parents	We provide surveys to measure the effectiveness of with the following return rates:  Student return rate-95% (Panorama)  CHKS and WASC survey not administered 23-24	We provide surveys to measure the effectiveness of with the following return rates:  Staff return rate-100% Student return rate-85% (Health Kid Survey) Family return rate-75% (WASC Survey)
Classroom disciplinary referrals, student climate survey data, and absences due to positive COVID-19 cases	% Increase in disciplinary referrals (from to), overall satisfaction rating on climate survey,% increase in			Student climate survey data (Panorama): 48% favorable on culture, 28% favorable on school climate.	By the end of the 2023-2024 we will have developed a robust school wellness plan.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	total absences due to COVID-19-related student absences			New practice for detention referrals shows 89 detention referrals between August and January.  No longer tracking COVID-19 related absences.	% Increase in disciplinary referrals (fromto),overall satisfaction rating on climate survey,% increase in total absences due to COVID-19-related student absences

## Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Parent/Family/Guardian Engagement-- Parent liaison, holding weekly parent meetings on parent education topics. FAFSA How-To for parents. A-G requirements; how to use Infinite Campus; English Language Development.

Monthly Newsletter. Only substantive difference was that despite these opportunities, parent engagement remains very low.

Focus On Standards Aligned Instruction-- Professional development, data assessment, and coaching. A substantive difference between planned actions and actual implementation of these actions occurred due to challenges in staffing to provide intended ELA instruction.

Create a College and Career Going Culture-- Provide AP support, 1:1 technology for all students, enrichment opportunities. No substantive difference.

Safe Learning Culture and Environment Conducive for Learning-- Restorative justice practices around student discipline, security, family outreach and attendance. No substantive difference.

Diversity, Equity and Inclusion-- Staff professional development around anti-racist practices, reducing harmful language in classrooms. No substantive difference.

Attendance Intervention-- Designated staff member monitors daily attendance, as facilitates SART and SARB meetings. No substantive difference.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Parent/Family/Guardian Engagement-- Parent liaison, holding weekly parent meetings on parent education topics. FAFSA How-To for parents. A-G requirements; how to use Infinite Campus; English Language Development.

Monthly Newsletter. Despite these opportunities, parent engagement remains very low. However, the specific actions were effective for communication and providing opportunities.

Focus On Standards Aligned Instruction-- Professional development, data assessment, and coaching. Effective based on increased MAP scores.

Create a College and Career Going Culture-- Provide AP support, 1:1 technology for all students, enrichment opportunities. Effective based on graduation rates.

Safe Learning Culture and Environment Conducive for Learning-- Restorative justice practices around student discipline, security, family outreach and attendance. Effective. Our suspension rate for this year is 1%.

Diversity, Equity and Inclusion-- Staff professional development around anti-racist practices, reducing harmful language in classrooms. Ongoing. Effective

Attendance Intervention-- Designated staff member monitors daily attendance, as facilitates SART and SARB meetings. Effective.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Utilize Panorama survey for student engagement. Baseline data will be not just return rate but rates of satisfaction. Additionally, establish real baseline data for suspension rate and attendance rate.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

## **Goals and Actions**

### Goal

Goal #	Description
	Learning acceleration/Trauma Informed Approaches - Accelerate learning by ensuring high quality instruction, systematic attendance monitoring, expanding academic and non-academic opportunities that includes college and career development experiences and aspirations.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Internal Enrollment data	159 students were enrolled in at least one college course during the 2020-2021 school year. 98 students (62%) of those students earned a C or better.			22-23: 271 Students enrolled in CTE courses; 139 in one or more college courses. 57% of 12th grade students passing one or more Dual Enrollment course with a C- or better (tt any time in grades 9-12)	By the end of the 2023-2024, school year all students grades 10-12 will have successfully completed at least one college course and/or choose a CTE pathway.
Internal student data	All students take a daily advisory class	All students continue to be assigned to a daily advisory class.	All students continue to be assigned to a daily advisory class.	All students are assigned to an advisory class, and we have a robust advisory curriculum. It is not yet gradespecific but will be differentiated for seniors by the end of the year.	By the end of 2023- 2024 school year, we will have and implement a robust grade level specific advisory curriculum that will include college and career exploration and development.
Student interview data and wellness referrals	Baseline data includes:	This metric has been abandoned due to	This metric has been abandoned due to	This metric has been abandoned due to	By the end of 2023- 2024, the Dean of

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
disaggregated by subgroup (ethnicity, sex/gender, grade level, SPED, and ELL)	Positive student interviews/experienceNegative student interviews/experienceReferrals AsianReferrals Af-AmReferrals LatinxReferrals MaleReferrals Female	changes in leadership and time constraints.	changes in leadership and time constraints.	changes in leadership and time constraints.	Students will track, monitor, and create interventions that foster engagement and strengthen school/family partnerships. Data will inform our student wellness model and MTSS staffing.
Student Wellness and MTSS Model staffing and performance (attendance, grades, and academic assessment scores of students referred to and served by wellness team)	Staffing: 1 Wellness Counselor, 2 Student Allies, 2 Student Navigators; students referred, students served, avg. absences, avg. ELA proficiency, avg. Math proficiency, avg. avg. gpa.	This metric has been abandoned due to changes in leadership and time constraints.	This metric has been abandoned due to changes in leadership and time constraints.	This metric has been abandoned due to changes in leadership and time constraints.	By the end of 2023-2024, will continue to work with the parent liaison to foster engagement and strengthen school/family partnerships.  Staffing: 1 Wellness Counselor, 2 Student Allies, 2 Student Navigators; students referred,
					students referred, students served, avg. absences, avg. ELA proficiency, avg. Math proficiency, avg. avg. gpa.

# Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Mental Health Counseling, Summer Course Recovery were carried out as planned.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

The planned activities have been very effective. 38 students were taking algebra 1, english and history during the summer school credit recovery courses. 68 students participated in the summer school program and these students are on track to graduate, as they have been able to recoup credits during the summer and maintain the on track pace to graduate during the school year. Due to changes in available metrics, the metrics identified for this goal no longer match the intended outcomes.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Moving forward the goal will be rewritten to better represent the needs of the school as identified in the needs analysis.

Keep CTE metric

abandon the advisory metric

include credit recovery/pass rate

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

#### Instructions

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at <a href="mailto:lcff@cde.ca.gov">lcff@cde.ca.gov</a>.

Complete the prompts as instructed for each goal included in the 2023–24 LCAP. Duplicate the tables as needed. The 2023–24 LCAP Annual Update must be included with the 2024–25 LCAP.

#### **Goals and Actions**

#### Goal(s)

#### **Description:**

Copy and paste verbatim from the 2023–24 LCAP.

#### **Measuring and Reporting Results**

• Copy and paste verbatim from the 2023–24 LCAP.

#### Metric:

• Copy and paste verbatim from the 2023–24 LCAP.

#### Baseline:

• Copy and paste verbatim from the 2023–24 LCAP.

#### Year 1 Outcome:

Copy and paste verbatim from the 2023–24 LCAP.

#### Year 2 Outcome:

• Copy and paste verbatim from the 2023–24 LCAP.

#### Year 3 Outcome:

• When completing the 2023–24 LCAP Annual Update, enter the most recent data available. Indicate the school year to which the data applies.

#### Desired Outcome for 2023-24:

Copy and paste verbatim from the 2023–24 LCAP.

Timeline for completing the "Measuring and Reporting Results" part of the Goal.

		·			Desired Outcome
Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	for Year 3
					(2023–24)
Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Enter information in this box when completing the 2023–24 LCAP Annual Update.	Copy and paste verbatim from the 2023–24 LCAP.

#### **Goal Analysis**

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

A description of any substantive differences in planned actions and actual implementation of these actions.

• Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

• Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

- Describe the effectiveness or ineffectiveness of the specific actions in making progress toward the goal during the three-year LCAP cycle. "Effectiveness" means the degree to which the actions were successful in producing the desired result and "ineffectiveness" means that the actions did not produce any significant or desired result.
  - o In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
  - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
  - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
  - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
    - The reasons for the ineffectiveness, and
    - How changes to the action will result in a new or strengthened approach.

California Department of Education November 2023



## **Local Control and Accountability Plan**

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
LPS Oakland R&D Campus	Alex Webster	awebster@leadps.org
·	Principal	510-754-0021

## **Plan Summary [2024-25]**

#### **General Information**

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Leadership Public Schools, Oakland R&D (LPS Oakland) is located in the East Oakland/Macarthur Corridor within the boundaries of Oakland Unified School District in Oakland, California. LPS is a school charter network of three high schools serving the East Bay. Due to widespread redlining after WWII, minorities were pushed out of the city and forced to relocate to the outskirts of East Oakland. This area became the backbone of Oakland's African American community and caused an exodus of more prosperous whites to suburbs south and east of the city, such as San Leandro, Hayward and Walnut Creek. With the new availability of jobs created by the US Economic Development Administration, between 1990 and 2000 more Latino and Asian (primarily Cambodian, Lao, and Chinese) immigrants moved to Oakland and specifically Central East Oakland because of how cheap the cost of living was compared to the city.

The majority of the new immigrants were Chicano/Latino who had a growth between 150 and 400 percent in that decade. Latinos now make up 38% of the population of East Oakland. There is also a diverse Asian population, making up about 4% of the East Oakland population. African Americans predominate in East Oakland, representing over 54% of East Oakland's residents.

The Deep East has a population of roughly 15,000 residents, and maintains the highest concentration of African Americans in Northern California. In Central East Oakland, between 40-70% of the population are without high school diplomas. The Latino population has 50-70% without high school diplomas and 5% with college degrees. 40-70% of African Americans in the area do not hold high school diplomas. Asians see a smaller amount of the population without education, with 39.3% without high school diplomas and 22.8% with bachelor's degrees.

East Oakland experiences a lower life expectancy, relative to nearby neighborhoods like Alameda County, approximating 72 years, and a significantly higher rate of common health conditions, with residents cumulatively experiencing 32% obesity, compared to 21% amongst all of California. Nearly 32% of adults in the community are in fair or poor health, relative to Alameda County's 15% and California's 16%. Similar patterns are also prevalent in children ages 0-17, with approximately 48% of children diagnosed with obesity, compared to 29% within the state of California. 13% of children in East Oakland also experience fair or poor health, a rate much higher than that of California (7%) or Alameda County (5%). Along with the socioeconomic disparities that people in East Oakland face, is the issue of food scarcity. East Oakland is considered a food desert because of the lack of access to affordable, healthy, fresh food. Some studies have found that food was considered one of the highest priorities and came second to shelter. In the flatlands of East Oakland there are only four supermarkets and over 40 liquor stores.

LPS Oakland is an approved charter school by the Oakland Unified School district. The student body consists of 221 students, of which approximately 57% qualify for Free and Reduced Lunch, 37.8% are English Learners, 12.8% qualify for Special Education services, 9% are newcomer students, 1.1% are homeless and .2% are Foster Youth. Other key demographics for Oakland R&D are:

African American 5% Asian .5%

White .2%

Hispanic 94%

LPS Oakland R&D is co-located on the same campus as Castlemont High, an OUSD public high school which serves approximately 680

students.

The primary design principles of the LPS Oakland R&D are the following:

- Provide programmatic opportunities to accelerate students who enter significantly below grade level.
- Provide comprehensive college preparatory curriculum where all students graduate meeting the State's A-G course requirements.
   Many students enter under-prepared, therefore in order to provide access to rigorous content, most courses are scaffolded to respond to learning differences and needs.
- Create early community college courses for students, as the overwhelming majority of our students will be the first generation in their family to attend college and face many economic, personal, and cultural challenges to college success.

The mission of Leadership Public Schools (LPS) is to prepare 100% of our graduates to succeed in college and career; develop effective student leaders; and partner to share best practices with school districts to strengthen both ourselves and other public schools. Our school's vision is that all students regardless of background, ethnicity, or neighborhood, receive a quality education that prepares them to succeed in college & improve their community. LPS Oakland R&D Campus is a part of the LPS organization, which oversees three charter schools in the East Bay.

All students at LPS Oakland R&D Campus engage in a college preparatory (A-G) course curriculum, with a strong focus on analytical writing and problem-solving. Embedded in our philosophy is a holistic approach to preparing students for college success. This approach includes a commitment to developing student character, mindsets and engaging in solving complex problems in the community. Our curriculum is built around rigorous academic expectations, culturally responsive curricula, and effective pedagogy designed to push critical thinking and analysis. Courses are designed around the California Common Core Standards and the A-G recommended course requirements for entrance into the University of California (UC) and California State University (CSU) systems. The A-G recommended track means students must earn a C or better in classes. Each year, students take a Leadership Advisory course that focuses on career exploration, college research, and the college application processes. Advisory focuses on developing the core values of our school: Hard Work, Integrity, Caring & Resiliency. We use Restorative Justice practices to build community around these core values. Advisors also serve as academic support for students, keeping them on-track with assignments and addressing academic needs.

LPS Oakland R&D is a Design pathway school. Through our pathway work, students have the ability to partner with different organizations for internships, training, educational opportunities, etc. Through our pathway students have the ability to engage in outside learning experiences which can inform and enhance the work teachers are doing in the classrooms. LPS Oakland R&D offers opportunities for students to be actively involved in the school and surrounding community.

While many of the students at LPS Oakland R&D experience trauma and stress, there are many resources in the community to support students and their families. Students have an opportunity to participate in various community organizations such as Youth Uprising or East Oakland Youth Development Center for work or community service opportunities. Students also have the opportunities to participate in free mental and physical health services through Children's Hospital. For the last several years LPS Oakland R&D has had a partnership with the Warriors Foundation as a grantee. This partnership with the Warriors has offered monetary support, with opportunities for professional development for staff members. This partnership has supported the needs of our African American student population and provided opportunities for social interactions and events at their facilities for students and staff.

Our target population through our enrollment process is siblings of current/former students, first generation A-G eligible students and students who are two-three grade levels behind. While many of our students come to us with challenges all students are welcomed and receive the services they need individually to be successful.

#### **Reflections: Annual Performance**

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Based on the 2023 dashboard, all students have a red indicator for ELA, Math and Suspension. Hispanic students have a red indicator for ELA, Math and Suspension. English Learners have a red indicator for Math. Socioeconomically Disadvantaged students have a red indicator for ELA, Math and Suspension.

Actions done to address low scores (red and orange)— To address academic progress of English learners, Hispanic students, and Socioeconomically Disadvantaged students, we have implemented ELD classes, 1-on-1 intervention, computer applications to remediate skills gaps, and are using EL Achievement and Constructing Meaning frameworks for teacher professional development. Additionally we have implemented restorative practices, including teacher PD, to address suspension rate.

Comprehensive needs assessment, root cause analysis, resource inequities-

Examining our staff turnover over the last 3 years, our declining enrollment, and teacher and student survey outcomes, led to development of specific actions to promote sustainability, continuity, schoolwide improvement, and systems of support, in order to serve students as they work to achieve college and career goals.

#### **Reflections: Technical Assistance**

As applicable, a summary of the work underway as part of technical assistance.

## **Comprehensive Support and Improvement**

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

#### Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

N/A

#### Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

## Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

## **Engaging Educational Partners**

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
LCAP Parent Advisory Group	Engagement with parent groups representing English Learners, Socioeconomically Disadvantaged students and Foster/Unhoused Youth began in the Spring of 2024 with a parent meeting on 4/23/24, including an LCAP presentation and a parent survey. No parents attended the first LCAP parent advisory group meeting. An additional 0 parents filled out the parent survey, which was translated into Spanish. The second parent advisory group meeting was held May 14th to get parent approval of the 24-25 LCAP.
Principal's Student Advisory Group	The Principal's Student Advisory Group received an LCAP presentation and filled out a student survey. Students also had a chance to fill out the survey in their advisory classes. 50 students filled out the survey.
Local Bargaining Groups	Additionally, teachers received an LCAP presentation and ongoing opportunities to fill out a survey soliciting feedback. 11 teachers and staff members completed the survey. Students were also surveyed about their LCAP priorities.
DELAC	ELAC meetings were held on 4/23/24, 5/14/24, and 5/28/24. No parents attended.
SELPA	Input regarding actions related to support for Students with Disabilities was solicited via LEA Director of Special Ed and Wellness and Special Education Specialist.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Added action items for the following year based on feedback– ELD, new teacher support, math/english 9th grade classes, additional electives.

Note: Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of EC Section 52062(a).

## **Goals and Actions**

## Goal

Goal #	Description	Type of Goal
1	Academic Performance and Engagement- Implement data-informed practices and services that are Common Core Aligned, and a diverse selection of curricular and support offerings, including Career and Technical Education and College Counseling, and AP classes and Dual Enrollment classes, that are rigorous and high interest, to drive growth in core subjects and improvement in overall academic performance for all students.	Broad Goal

#### State Priorities addressed by this goal.

Priority 2: State Standards (Conditions of Learning)

Priority 4: Pupil Achievement (Pupil Outcomes)

Priority 5: Pupil Engagement (Engagement)

Priority 7: Course Access (Conditions of Learning)

#### An explanation of why the LEA has developed this goal.

LPS Oakland is required to improve student academic outcomes on an LEA-wide basis, due to our red dashboard indicators. Our academic program must receive consistent and ongoing focus, analysis, and refinement.

## **Measuring and Reporting Results**

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	MAP math scores 9th- 12th grade	Spring 2024 55% of students are at or above grade level (single term achievement).			Spring 2027 70% of students are at or above grade level (single term achievement).	
1.2	CA Dashboard SBAC math scores 11th grade	2023 Dashboard All Students -177.8 DFS Hispanic -180.3 DFS SED -162.2 DFS EL -218.8 DFS SWD -242.9 DFS			Dashboard All Students -147 DFS Hispanic -147DFS SED -187 DFS EL • 212 DFS SWD	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.3	MAP ELA scores 9th- 12th grade	Spring 2024 36% of students are at or above grade level (single term achievement).			Spring 2027 66% of students are at or above grade level.	
1.4	CA Dashboard SBAC ELA scores 11th grade	2023 Dashboard All Students-66.9 DFS Hispanic66.7 DFS SED- 63.6 DFS EL- 116.4 DFS SWD- 164.9 DFS			Dashboard All Students -36 DFS Hispanic -36 DFS SED -33.6 DFS EL -70 DFS SWD -70 DFS	
1.5	CA Dashboard CAST scores 11th grade	2023 Dashboard 4.89% of students met or exceeded standard.			2026 Dashboard 20% of students met or exceeded standard.	
1.6	Summative ELPAC scores	2023 38.8% of English Learners progressed at least one ELPI level.			2026 68% of English Learners progressed at least one ELPA level.	
1.7	% of English Learner students reclassified as Fluent English Proficient	2023 4.2%			2026 16%	
1.8	% of students who passed an advanced placement (AP) examination with a score of 3 or higher	2023 36%			2026 65%	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.9	Graduation Rate	2023 Dashboard All Students 94.5% Hispanic 94.2% SED 94.2% EL 94.1% SWD 93.3%			2027 Dashboard All Students 95% Hispanic 95% SED 95% EL 95% SWD 95%	
1.10	Completion Data for CTE	2023 Dashboard Report 0.0% completed at least one CTE pathway with a C- or better.			2026 Dashboard Report 90% completed at least one CTE pathway with a C- or better.	
1.11	Percent of Graduates Meeting A-G Requirements	2023 All students 99% EL 100% Students With Disabilities 92.96% SED 98.86%			2027 All students 100% EL 100% SED 100% SWD 100%	
1.12	Percent of Students meeting A-G requirements AND completing a CTE pathway	2023 0 %			2027 95%	
1.13	Percent of students with access to a broad course of study, per Ed Code 51220	2023 100%			2027 100%	

## Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable.

#### **Actions**

Action #	Title	Description	Total Funds	Contributing
1.1	Supplemental academic support for Math	Provide measurable support in math comprehension for all students through strategic and content aligned teacher coaching & development, use of rigorous curriculum & framework, computer applications for intervention & enrichment, and targeted student support and intervention.	\$297,918.00	No
1.2	Supplemental academic support for ELA	Provide measurable support in ELA comprehension for all students through strategic and content aligned teacher coaching & development, use of rigorous curriculum & framework, computer applications for intervention & enrichment, school-wide Silent Sustained Reading supported by school library collections, and targeted student support and intervention.	\$260,428.00	No

Action #	Title	Description	Total Funds	Contributing
1.3	Equitable systems of support for English Learners	Provide equitable systems of support for English Learner achievement through ELD classes, intervention, tutoring, computer applications, professional development, coaching and a partnership with EL Achieve. Manage a caseload of EL students to improve their academic outcomes as well as RFEPd students (monitoring for 4 years).	\$82,151.00	No
1.4	Increased Supports for Special Education	Increase academic performance in students with disabilities through revamped service delivery model, reflecting a more robust push-in schedule to support students in general ed classes. Ensure common planning time between gen ed teachers and education specialists through after-school stipends. Provide Instructional Assistants to support both push-in and pull-out services.	\$90,437.00	Yes
1.5	Curriculum and Instruction	Provide curriculum and instruction that is rigorous, culturally responsive and follows the basis of Universal Design learning by continuing to: Offer a broad academic program, including AP classes and CTE classes; provide research based best practices and instructional strategies for all teachers and staff through strategic, professional development, data assessment, curriculum, coaching, evaluation and hiring practices.	\$485,622.00	Yes
1.6	Academic Counseling	Provide students with academic counseling to assist them with their curricular goals and needs. Continue to partner with DCAC, offering a robust advisory program with career and college exploration that continues through the school year.	\$126,722.00	Yes
1.7	CTE Programming and Instruction	Allocate resources to enhance CTE facilities, laboratories, and equipment to support hands-on learning experiences and provide students with access to state-of-the-art technology and tools. Provide ongoing training and professional development opportunities for CTE instructors to stay current with industry trends, teaching methodologies, and certification requirements, ensuring high-quality instruction in CTE pathways. Establish partnerships with local businesses, industry associations, and internship programs to provide students with work-based learning experiences,	\$374,944.00	No

Action #	Title	Description	Total Funds	Contributing
		including apprenticeships, job shadowing, and internships, to gain practical skills and industry exposure.		

## **Goals and Actions**

## Goal

Goal #	Description	Type of Goal
2	Conditions and Climate - Establish meaningful student-family engagements, restorative justice practices, enhanced communication internally and externally, and enrichment opportunities, to ensure that learning is conducive to the growth and preparation of all students, post-graduation.	Broad Goal

#### State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)

Priority 3: Parental Involvement (Engagement)

Priority 5: Pupil Engagement (Engagement)

Priority 6: School Climate (Engagement)

#### An explanation of why the LEA has developed this goal.

Stakeholder feedback has emphasized the desire for a safe and positive learning environment. Our attendance rate and suspension rate also signal the need for continued focus and improvement of student experience on campus. Parent involvement in the life of the school is crucial for our continued growth and success.

## **Measuring and Reporting Results**

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	Attendance Rate	Overall ADA 85.35% EL 83.82 % SWD 82.47%			Overall ADA: 95% EL: 95% SWD: 95%	
2.2	% of students who are chronically absent (i.e., have missed 10% or more school days throughout the school year)	2022-2023 All Students 4.35% EL 2.33% SWD 2.22%			26-27 All students 2.35% EL 1.0% SWD 1.0%	
2.3	Drop-out Rate	2023-2024 <1%			26-27 <1%	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.4	Suspension Rate	January 2024 Suspension Rate: 3%			January 2025 Suspension Rate: 1%	
2.5	Expulsion Rate	2024 <1%			2027 <1%	
2.6	Schoolwide Climate Survey– Panorama	School Safety Metric Percentage Favorable: 49%			School Safety Metric Percentage Favorable: 90%	
2.7	Schoolwide Climate Survey– Panorama	School Climate Metric Percentage Favorable: 28%			School Climate Metric Percentage Favorable: 70%	
2.8	Schoolwide Climate Survey– Panorama	School Culture Metric Percent Favorable: 48%			School Culture Metric Percent Favorable: 78%	
2.9	Rate of Teacher Misassignment	2024-2024 50%			2026-2027 20%	
2.10	Facilities in Good Repair	2024 100%			2027 100%	

## Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable.

## **Actions**

Action #	Title	Description	Total Funds	Contributing
2.1	Family Engagement	Provide Family and Community Liaison to increase family participation in the school activities and awareness of student progress. Publish monthly school newsletters to engage families, students, and community members. Monitor and execute social media engagement. Hold community events and celebrations. Hold student-led conferences. Hold weekly parent meetings on topics such as A-G completion, FAFSA, Infinite Campus, and Financial Literacy. Provide parent orientation at beginning of school year for each grade level. Re-establish Parent-Teacher Association.	\$73,135.00	No
2.2	Diversity, Equity and Inclusion	Produce equitable outcomes for students who identify as Black, Indigenous, People of Color (BIPOC) with staff professional development around anti-racist practices, implicit bias, Culturally Responsive Teaching (CRT) and curriculum to bring into the classroom for students. Activities to support Black student retention and recruitment. Work with Kingmakers of Oakland to initiate an enrollment campaign targeted to Black students and families. Include supports for Homeless and Foster students.	\$33,460.00	No
2.3	Student Enrichment Experiences	Focus on the development of student's social and emotional needs. Provide students the opportunity to learn more about post secondary opportunities after graduation, develop social emotional skills, and build a positive school culture of support through the following activities or activities with similar goals: Freshman Retreat, college tours, field trips, clubs, cultural celebrations, advisory activities, student activities.	\$204,935.00	Yes

Action #	Title	Description	Total Funds	Contributing
2.4	Culturally- Responsive Teaching Practices	Provide Professional development, staff reading groups, technology to support inclusion and equitable outcomes, and use of Project Based Learning to increase student voice and independent learning strategies.	\$27,777.00	No
2.5	Restorative Justice Practices	Provide PD for all teachers on Restorative Justice techniques, use of Dean's List software to track discipline interventions and increase communication between teachers and other service providers. Campus safety supervisors to	\$218,118.00	Yes
2.6	Attendance	Provide Attendance Liaison to monitor attendance and conduct SART/SARB procedures.	\$21,941.00	Yes

## **Goals and Actions**

## Goal

Goal #	Description	Type of Goal
	Learning Acceleration/ Trauma Informed Approaches - Accelerate student learning by ensuring high quality instruction, wellness counseling, Tier 2 interventions, and credit recovery opportunities.	Broad Goal

#### State Priorities addressed by this goal.

Priority 2: State Standards (Conditions of Learning)

Priority 4: Pupil Achievement (Pupil Outcomes)

Priority 6: School Climate (Engagement)

Priority 7: Course Access (Conditions of Learning)

Priority 8: Other Pupil Outcomes (Pupil Outcomes)

#### An explanation of why the LEA has developed this goal.

Our data shows that our students continue to need support to recover from learning loss that occurred during the C19 pandemic shut-down.

## **Measuring and Reporting Results**

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	Graduation Rate	2023 All students 94.6% EL 94.1% SED 94.2% SWD no data			2026 All students 98% EL 98% SED 98%	
3.2	Summer School Pass Rate	2023 67%			2026 85%	
3.3	Edgenuity Academy Pass Rate	2024 Spring 76.9%			2027 Spring 95%	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.4	Percentage of years learning growth on the Measures of Academic Progress assessment for 9th and 10th grade students in Math. (Spring)	9th graders are at the 49th percentile and 10th grade students are at 41st percentile for growth for Math.			Both 9th and 10th grade students are at the 60th percentile growth for Math.	
3.5	Percentage of years learning growth on the Measures of Academic Progress assessment for 9th and 10th grade students in ELA. (Spring)	64th			9th grade students are at the 70th percentile and 10th grade students are at the 80th percentile growth for ELA.	

## Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable.

## **Actions**

Action #	Title	Description	Total Funds	Contributing
3.1	Wellness Counseling	Provide mental health support services for students, via in-house and contract mental health counselors.	\$152,376.00	Yes
3.2	Academic Intervention and Course Recovery	Provide summer school and school-year credit recovery opportunities.	\$56,001.00	No
3.3	Trauma-Informed Teaching	Collaborate with experts in trauma-informed education to develop comprehensive training modules that cover topics such as understanding the impact of trauma on brain development and behavior, recognizing signs of trauma in students, implementing trauma-sensitive classroom practices, creating a safe and supportive school culture, and responding effectively to challenging behaviors.	\$10,000.00	No
3.4	Technology-Assisted Learning	Integrate educational technology tools and software such as MyPath to provide personalized learning experiences tailored to students' individual needs and learning styles. Adaptive learning platforms can adjust content and pacing based on students' performance, promoting accelerated learning. Provide hotspots to students.	\$100,025.00	Yes
3.5	Socio-Emotional Learning Interventions	Incorporate SEL interventions in Advisory to address social, emotional, and behavioral barriers to learning. Teaching skills such as self-regulation, empathy, and problem-solving to improve students' overall well-being and readiness to learn.	\$11,000.00	No

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2024-25]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
\$774078	\$0

#### Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year		LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
31.859%	0.000%	\$0.00	31.859%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

## **Required Descriptions**

#### LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.4	Action: Increased Supports for Special Education  Need: Students with Disabilities lag behind other groups in graduation rate, A-G readiness, and testing scores.  Scope:	LPS Oakland follows an inclusion model of special education service delivery; therefore it is vital that teachers and ed specialists have time to collaborate on co-teaching and push-in classes. Instructional assistants will also provide push-in and pull-out.	Graduation rate, A-G, test scores.

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	LEA-wide		
1.5	Action: Curriculum and Instruction		
	Need:		
	Scope: LEA-wide		
1.6	Action: Academic Counseling		
	Need:		
	Scope: LEA-wide		
2.2	Action: Diversity, Equity and Inclusion  Need: Disproportionate representation of Black students among student body, and diverse cultural background among staff, points towards the need to lift up practices of antiracism and implicit bias through culturally responsive pedagogy.  Scope:	ELs, Foster Youth, and Low Income students often fall prey to the "pedagogy of poverty": "The pedagogy of poverty is sufficiently powerful to undermine the implementation of any reform effort because it determines the way pupils spend their time, the nature of the behaviors they practice, and the bases of their self-concepts as learners. Essentially, it is a pedagogy in which learners can "succeed" without becoming either involved or thoughtful." – M. Haberman, Pedagogy of Poverty This practice accelerates learning gaps over time. We must build students' capacity to take on more rigor in order to close these gaps. We will do this through studying culturally relevant pedagogical	Attendance rate, enrollment data, culture and climate data from Panorama.

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
		practices, unlearning our implicit biases as educators, actively support current Black students, and be intentional in our recruiting efforts so that more black families can access our programming.	
2.3	Action: Student Enrichment Experiences Need:		
	Scope: LEA-wide		
2.5	Action: Restorative Justice Practices Need:		
	Scope: LEA-wide		
2.6	Action: Attendance Need:		
	Scope: LEA-wide		
3.1	Action: Wellness Counseling		

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Need:		
	Scope: LEA-wide		
3.4	Action: Technology-Assisted Learning  Need: Many socioeconomically disadvantaged or low income students do not have access to the internet in their home; additionally they often enter high school with historical learning gaps.	Hotspots will be provided to students to ensure connectivity at home; computer applications will target specific learning gaps.	Graduation rate, percentage growth in MAP scores.
	Scope: LEA-wide		

#### **Limited Actions**

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
1.3	Action: Equitable systems of support for English Learners	EL students need more individualized support to make progress through ELPI levels, including specialized English Language Development classes, intervention, and tutoring. Computer	ELPI level progress, RFEP rates
	Need:	applications can provide translation to make curriculum more accessible to ELs.	

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	Only 4.2% of EL students were reclassified as English Proficient in 2023, and only 38.8% of EL progressed at least one ELPI level in 2023.		
	Scope:		

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

#### Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students		24:1
Staff-to-student ratio of certificated staff providing direct services to students		12:1

# **2024-25 Total Expenditures Table**

LCAP Year	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
Totals	2429700	774078	31.859%	0.000%	31.859%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$774,078.00	\$909,628.00	\$374,944.00	\$568,340.00	\$2,626,990.00	\$2,030,144.00	\$596,846.00

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Location Student Group(s)	Time Span	Total Personnel	Total Non- personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.1	Supplemental academic support for Math	All	No			3 years.	\$247,918.0 0	\$50,000.00		\$113,184.00		\$184,734.0 0	\$297,918 .00	
1	1.2	Supplemental academic support for ELA	All	No				\$220,428.0 0	\$40,000.00		\$260,428.00			\$260,428 .00	
1	1.3	Equitable systems of support for English Learners	All	No				\$82,151.00	\$0.00				\$82,151.00	\$82,151. 00	
1	1.4	Increased Supports for Special Education	English Learners	Yes	LEA- wide	English Learners		\$90,437.00	\$0.00	\$90,437.00				\$90,437. 00	
1	1.5	Curriculum and Instruction	English Learners Foster Youth Low Income	Yes	LEA- wide	English Learners Foster Youth Low Income		\$391,710.0 0	\$93,912.00	\$284,944.00	\$120,678.00		\$80,000.00	\$485,622 .00	
1	1.6	Academic Counseling	English Learners Foster Youth Low Income	Yes	LEA- wide	English Learners Foster Youth Low Income		\$86,722.00	\$40,000.00	\$42,079.00	\$44,643.00		\$40,000.00	\$126,722 .00	
1	1.7	CTE Programming and Instruction	All	No				\$294,875.0 0	\$80,069.00			\$374,944.00		\$374,944 .00	
2	2.1	Family Engagement	All	No				\$73,135.00	\$0.00		\$73,135.00			\$73,135. 00	
2	2.2	Diversity, Equity and Inclusion	Black students All	No				\$8,924.00	\$24,536.00		\$20,000.00		\$13,460.00	\$33,460. 00	
2	2.3	Student Enrichment Experiences	English Learners Foster Youth Low Income	Yes	LEA- wide	English Learners Foster Youth Low Income		\$150,383.0 0	\$54,552.00	\$54,552.00	\$150,383.00			\$204,935 .00	
2	2.4	Culturally-Responsive Teaching Practices	All	No				\$0.00	\$27,777.00		\$27,777.00			\$27,777. 00	

Goal #	Action #	Action Title	Student G	Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non- personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
2	2.5	Restorative Justice Practices	English Foster Low	Learners Youth Income		LEA- wide	English Learners Foster Youth Low Income			\$191,118.0 0	\$27,000.00	\$176,724.00	\$27,000.00		\$14,394.00	\$218,118 .00	
2	2.6	Attendance	English Foster Low	Learners Youth Income		LEA- wide	English Learners Foster Youth Low Income			\$21,941.00	\$0.00	\$21,941.00				\$21,941. 00	
3	3.1	Wellness Counseling	English Foster Low	Learners Youth Income		LEA- wide	English Learners Foster Youth Low Income			\$56,376.00	\$96,000.00	\$56,376.00	\$50,000.00		\$46,000.00	\$152,376 .00	
3	3.2	Academic Intervention and Course Recovery	All		No					\$56,001.00	\$0.00		\$22,400.00		\$33,601.00	\$56,001. 00	
3	3.3	Trauma-Informed Teaching	All Students Disabilities	with	No					\$0.00	\$10,000.00				\$10,000.00	\$10,000. 00	
3	3.4	Technology-Assisted Learning	Low	Income	Yes	LEA- wide	Low Income			\$47,025.00	\$53,000.00	\$47,025.00			\$53,000.00	\$100,025 .00	
3	3.5	Socio-Emotional Learning Interventions	All		No					\$11,000.00	\$0.00				\$11,000.00	\$11,000. 00	

# **2024-25 Contributing Actions Table**

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
2429700	774078	31.859%	0.000%	31.859%	\$774,078.00	0.000%	31.859 %	Total:	\$774,078.00
								LEA-wide	\$774 078 00

| Schoolwide Total: \$0.00 | \$0.00 | \$0.00 |

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.4	Increased Supports for Special Education	Yes	LEA-wide	English Learners		\$90,437.00	
1	1.5	Curriculum and Instruction	Yes	LEA-wide	English Learners Foster Youth Low Income		\$284,944.00	
1	1.6	Academic Counseling	Yes	LEA-wide	English Learners Foster Youth Low Income		\$42,079.00	
2	2.3	Student Enrichment Experiences	Yes	LEA-wide	English Learners Foster Youth Low Income		\$54,552.00	
2	2.5	Restorative Justice Practices	Yes	LEA-wide	English Learners Foster Youth Low Income		\$176,724.00	
2	2.6	Attendance	Yes	LEA-wide	English Learners Foster Youth Low Income		\$21,941.00	
3	3.1	Wellness Counseling	Yes	LEA-wide	English Learners Foster Youth Low Income		\$56,376.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
3	3.4	Technology-Assisted Learning	Yes	LEA-wide	Low Income		\$47,025.00	

# 2023-24 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$2,945,999.00	\$1,885,823.78

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Supplemental Academic Support for Math:	Yes	\$146,428.00	64041.47
1	1.2	Supplemental Academic Support for English Language Arts:	Yes	\$203,720.00	37146.82
1	1.3	Equitable systems of support for English Learners	No	\$18,556.00	34,039.23
1	1.4	Increase academic performance and student engagement	Yes	\$402,082.00	405,795.43
1	1.5	Increased Supports for Special Education	No	\$75,782.00	52689.7
2	2.1	Academic Support and Intervention:	No	\$141,965.00	111,014.90
2	2.2	College Support & Career Pathway Enrichment Opportunities	No	\$615,465.00	354476.71
2	2.3	System of Supports & Enrichment:	No	\$15,000.00	16,597.86
2	2.4	Student Enrichment Opportunities and Support:	Yes	\$20,000.00	12464.52
3	3.1	Parent/Family/Guardian Engagement	Yes	\$129,770.00	122122.22
3	3.2	Focus On Standards Aligned Instruction:	Yes	\$275,311.00	130,994.93

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.3	Create a college and Career Going Culture:	Yes	\$256,401.00	56,386.92
3	3.4	Safe Learning Culture and Environment Conducive for Learning	Yes	\$108,353.00	104699.22
3	3.5	Diversity, Equity and Inclusion	No	\$15,000.00	0
3	3.6	Attendance Intervention	No Yes	\$112,770.00	125073.3
4	4.1	Wellness Supports	Yes	\$336,973.00	243459.19
4	4.2	Wellness Supports			
4	4.3	Course Recovery and Intervention Supports:	No	\$72,423.00	14821.36

## 2023-24 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
803103	\$1,083,373.00	\$420,362.42	\$663,010.58	0.000%	0.000%	0.000%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	Supplemental Academic Support for Math:	Yes	\$146,428.00	34,823.05		
1	1.2	Supplemental Academic Support for English Language Arts:	Yes	\$101,860.00			
1	1.4	Increase academic performance and student engagement	Yes	\$383,332.00	172436.2		
2	2.4	Student Enrichment Opportunities and Support:	Yes	\$20,000.00	6,232.26		
3	3.1	Parent/Family/Guardian Engagement	Yes	\$17,000.00			
3	3.2	Focus On Standards Aligned Instruction:	Yes	\$200,641.00	72,248.37		
3	3.3	Create a college and Career Going Culture:	Yes	\$38,748.00	26,561.95		
3	3.4	Safe Learning Culture and Environment Conducive for Learning	Yes	\$36,950.00	61714.14		
3	3.6	Attendance Intervention	Yes		18231.13		
4	4.1	Wellness Supports	Yes	\$138,414.00	28115.32		

To Add a Row: Click "Add Row."

To Delete a Row: Remove all content from each cell, checkbox and dropdown of a row (including spaces), press "Save Data" and refresh the page.

## 2023-24 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	Services for the	for Contributing Actions	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
\$ 2,371,098	803103	0	0.000%	\$420,362.42	0.000%	0.000%	\$0.00	0.000%

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

**Plan Summary** 

**Engaging Educational Partners** 

**Goals and Actions** 

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at <a href="LCFF@cde.ca.gov">LCFF@cde.ca.gov</a>.

## **Introduction and Instructions**

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- Comprehensive Strategic Planning: The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California Education Code [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- Meaningful Engagement of Educational Partners: The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- Accountability and Compliance: The LCAP serves an important accountability function because the nature of some LCAP template sections
  require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
  - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
    - NOTE: As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (EC sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

## **Plan Summary**

## **Purpose**

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

## **Requirements and Instructions**

#### **General Information**

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

#### **Reflections: Annual Performance**

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
   and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023
  Dashboard.

#### **Reflections: Technical Assistance**

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as "Not Applicable."

#### **Comprehensive Support and Improvement**

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

#### Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Identify the schools within the LEA that have been identified for CSI.

#### Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

#### Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

# **Engaging Educational Partners Purpose**

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

## Requirements

**School districts and COEs:** *EC* sections <u>52060(g)</u> (<u>California Legislative Information</u>) and <u>52066(g)</u> (<u>California Legislative Information</u>) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- · Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

**Charter schools:** *EC* Section <u>47606.5(d)</u> (California Legislative Information) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- · Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the <a href="CDE's LCAP webpage">CDE's LCAP webpage</a>.

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see Education Code Section 52062 (California Legislative Information);
  - o Note: Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of EC Section 52062(a).

- For COEs, see <u>Education Code Section 52068</u> (<u>California Legislative Information</u>); and
- For charter schools, see Education Code Section 47606.5 (California Legislative Information).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

#### Instructions

#### Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

#### Complete the table as follows:

**Educational Partners** 

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

#### **Process for Engagement**

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity
  Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement
  process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within
  the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity
  Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is not necessarily limited to:
  - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
  - Inclusion of metrics other than the statutorily required metrics
  - Determination of the target outcome on one or more metrics
  - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
  - Inclusion of action(s) or a group of actions
  - Elimination of action(s) or group of actions
  - Changes to the level of proposed expenditures for one or more actions
  - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
  - Analysis of effectiveness of the specific actions to achieve the goal
  - Analysis of material differences in expenditures
  - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
  - Analysis of challenges or successes in the implementation of actions

## Goals and Actions

## **Purpose**

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

## **Requirements and Instructions**

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that

is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
  - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving
    Equity Multiplier Funding below.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

#### Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The <u>LCFF State Priorities Summary</u> provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

#### Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

#### Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

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Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

## Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

- (A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and
- (B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.
- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school's educators.
  - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
  - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

#### Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
  - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to
  implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the
  ELO-P, the LCRS, and/or the CCSPP.

**Note:** *EC* Section 42238.024(b)(1) (California Legislative Information) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

#### **Broad Goal**

#### Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.
- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

#### Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

#### **Maintenance of Progress Goal**

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined
  to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

#### Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

#### **Measuring and Reporting Results:**

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.

- Required metrics for LEA-wide actions: For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
  - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- Required metrics for Equity Multiplier goals: For each Equity Multiplier goal, the LEA must identify:
  - o The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
  - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

#### Complete the table as follows:

#### Metric #

Enter the metric number.

#### Metric

• Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

#### Baseline

- Enter the baseline when completing the LCAP for 2024–25.
  - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan.
     LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
  - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
  - Indicate the school year to which the baseline data applies.
  - The baseline data must remain unchanged throughout the three-year LCAP.
    - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain

- accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
- If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
- Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

#### Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

#### Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

#### Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

#### Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the "Measuring and Reporting Results" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for <b>2024–25</b> or when adding a new metric.	Enter information in this box when completing the LCAP for <b>2024–25</b> or when adding a new metric.	Enter information in this box when completing the LCAP for <b>2025–26</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2026–27</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25</b> or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 and 2026–27. Leave blank until then.

#### **Goal Analysis:**

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. "Effective" means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

**Note:** When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as "Not Applicable."

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
  - o Include a discussion of relevant challenges and successes experienced with the implementation process.
  - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

• Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. "Effectiveness" means
  the degree to which the actions were successful in producing the target result and "ineffectiveness" means that the actions did not
  produce any significant or targeted result.
  - o In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
  - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
  - o Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
  - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
    - The reasons for the ineffectiveness, and
    - How changes to the action will result in a new or strengthened approach.

#### Actions:

Complete the table as follows. Add additional rows as necessary.

#### Action #

• Enter the action number.

#### Title

• Provide a short title for the action. This title will also appear in the action tables.

#### Description

• Provide a brief description of the action.

- For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each
  action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for
  the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
- As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth,
   English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
- These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

#### **Total Funds**

• Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

#### Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a "Y" for Yes or an "N" for No.
  - Note: for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496 in the Increased or Improved Services section of the LCAP.

**Actions for Foster Youth:** School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

#### **Required Actions**

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
  - Language acquisition programs, as defined in EC Section 306, provided to students, and
  - o Professional development for teachers.
  - o If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.
- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
  - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
  - These required actions will be effective for the three-year LCAP cycle.

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

## **Purpose**

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

#### **Statutory Requirements**

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for any action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

#### **LEA-wide and Schoolwide Actions**

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

#### For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

## **Requirements and Instructions**

Complete the tables as follows:

#### Total Projected LCFF Supplemental and/or Concentration Grants

 Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

#### Projected Additional 15 percent LCFF Concentration Grant

• Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

#### Projected Percentage to Increase or Improve Services for the Coming School Year

• Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

#### LCFF Carryover — Percentage

• Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

#### LCFF Carryover — Dollar

• Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

#### Total Percentage to Increase or Improve Services for the Coming School Year

Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover
Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as
compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

## **Required Descriptions:**

#### **LEA-wide and Schoolwide Actions**

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

#### Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

#### How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

• As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

• Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

#### **Metric(s) to Monitor Effectiveness**

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

#### **Limited Actions**

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

#### Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

#### How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

#### **Metric(s) to Monitor Effectiveness**

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

• For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

#### **Additional Concentration Grant Funding**

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school
  LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the
  funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at
  selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

#### Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
  - o The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

- The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that
  is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of
  unduplicated students that is greater than 55 percent, as applicable to the LEA.
  - o The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
  - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

### **Action Tables**

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word "input" has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

## **Total Planned Expenditures Table**

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- LCAP Year: Identify the applicable LCAP Year.
- 1. Projected LCFF Base Grant: Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8).

Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- 2. Projected LCFF Supplemental and/or Concentration Grants: Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- 3. Projected Percentage to Increase or Improve Services for the Coming School Year: This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- LCFF Carryover Percentage: Specify the LCFF Carryover Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- Total Percentage to Increase or Improve Services for the Coming School Year: This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.
- Goal #: Enter the LCAP Goal number for the action.
- Action #: Enter the action's number as indicated in the LCAP Goal.
- Action Title: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- Contributing to Increased or Improved Services?: Type "Yes" if the action is included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If "Yes" is entered into the Contributing column, then complete the following columns:
  - Scope: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.

- Unduplicated Student Group(s): Regardless of scope, contributing actions serve one or more unduplicated student groups.
   Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
- Location: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
  - Note: For an action to contribute towards meeting the increased or improved services requirement, it must include some measure
    of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to
    meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- Other State Funds: Enter the total amount of Other State Funds utilized to implement this action, if any.
  - Note: Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- Local Funds: Enter the total amount of Local Funds utilized to implement this action, if any.
- Federal Funds: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- Planned Percentage of Improved Services: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as 2024-25 Local Control and Accountability Plan for LPS Oakland R&D Campus

  Page 57 of 61

a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.

As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

## **Contributing Actions Table**

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

## **Annual Update Table**

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

• Estimated Actual Expenditures: Enter the total estimated actual expenditures to implement this action, if any.

## **Contributing Actions Annual Update Table**

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- Estimated Actual Expenditures for Contributing Actions: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.

- Estimated Actual Percentage of Improved Services: For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
  - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

## **LCFF Carryover Table**

- 9. Estimated Actual LCFF Base Grant: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See EC sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- 10. Total Percentage to Increase or Improve Services for the Current School Year: This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

#### **Calculations in the Action Tables**

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

#### **Contributing Actions Table**

- 4. Total Planned Contributing Expenditures (LCFF Funds)
  - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- 5. Total Planned Percentage of Improved Services
  - o This percentage is the total of the Planned Percentage of Improved Services column.
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)

• This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

#### **Contributing Actions Annual Update Table**

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display "Not Required."

#### • 6. Estimated Actual LCFF Supplemental and Concentration Grants

 This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.

#### • 4. Total Planned Contributing Expenditures (LCFF Funds)

o This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).

#### • 7. Total Estimated Actual Expenditures for Contributing Actions

- This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
  - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- 5. Total Planned Percentage of Improved Services (%)
  - o This amount is the total of the Planned Percentage of Improved Services column.
- 8. Total Estimated Actual Percentage of Improved Services (%)
  - o This amount is the total of the Estimated Actual Percentage of Improved Services column.
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
  - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

#### **LCFF Carryover Table**

• 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)

• This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.

#### • 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)

• This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).

#### • 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)

o If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

#### • 13. LCFF Carryover — Percentage (12 divided by 9)

This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education November 2023



## **LCFF Budget Overview for Parents**

Local Educational Agency (LEA) Name: LPS Oakland R&D Campus

CDS Code: 01612590126748

School Year: 2024-25 LEA contact information:

Alex Webster

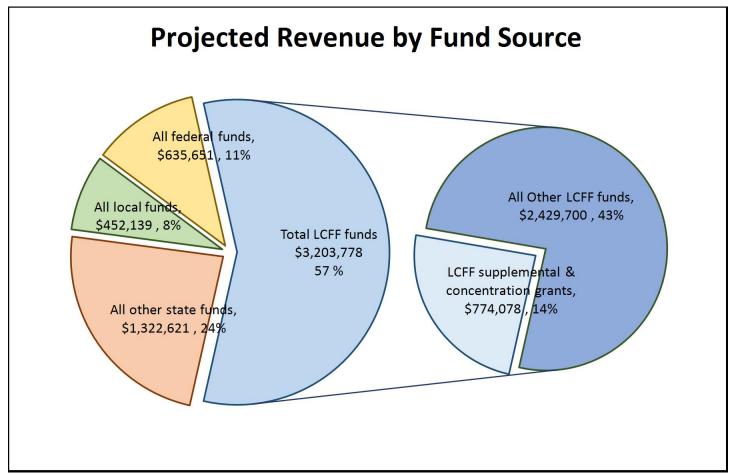
Principal

awebster@leadps.org

510-754-0021

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

**Budget Overview for the 2024-25 School Year** 

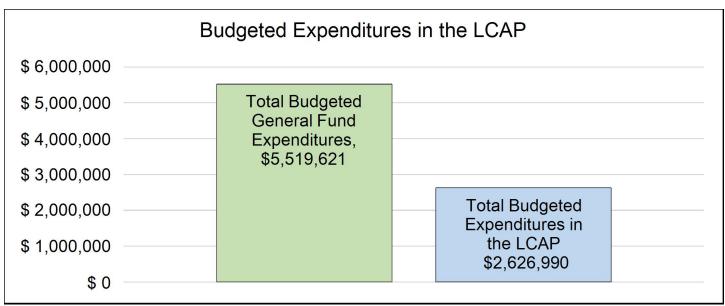


This chart shows the total general purpose revenue LPS Oakland R&D Campus expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for LPS Oakland R&D Campus is \$5,614,189, of which \$3203778 is Local Control Funding Formula (LCFF), \$1322621 is other state funds, \$452139 is local funds, and \$635651 is federal funds. Of the \$3203778 in LCFF Funds, \$774078 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

## **LCFF Budget Overview for Parents**

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much LPS Oakland R&D Campus plans to spend for 2024-25. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: LPS Oakland R&D Campus plans to spend \$5519621 for the 2024-25 school year. Of that amount, \$2626990 is tied to actions/services in the LCAP and \$2,892,631 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

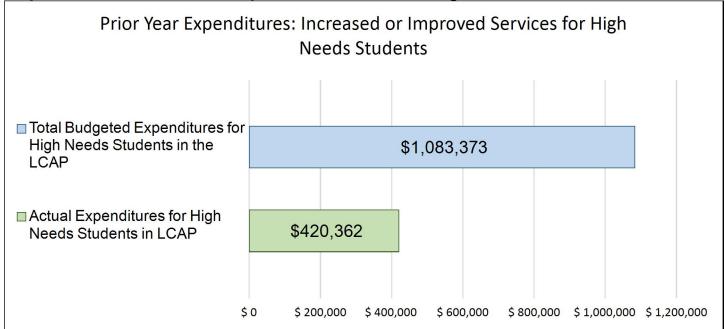
Teacher salaries and benefits, paraprofessional salaries and benefits, special education services, maintenance and operations expenses, utilities, insurance, school and district administration and clerical support, instructional materials and supplies and other outsourced professional services.

# Increased or Improved Services for High Needs Students in the LCAP for the 2024-25 School Year

In 2024-25, LPS Oakland R&D Campus is projecting it will receive \$774078 based on the enrollment of foster youth, English learner, and low-income students. LPS Oakland R&D Campus must describe how it intends to increase or improve services for high needs students in the LCAP. LPS Oakland R&D Campus plans to spend \$774078 towards meeting this requirement, as described in the LCAP.

## **LCFF Budget Overview for Parents**

Update on Increased or Improved Services for High Needs Students in 2023-24



This chart compares what LPS Oakland R&D Campus budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what LPS Oakland R&D Campus estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2023-24, LPS Oakland R&D Campus's LCAP budgeted \$1083373 for planned actions to increase or improve services for high needs students. LPS Oakland R&D Campus actually spent \$420362 for actions to increase or improve services for high needs students in 2023-24.

The difference between the budgeted and actual expenditures of \$-663,011 had the following impact on LPS Oakland R&D Campus's ability to increase or improve services for high needs students:

A number of the actions identified in the LCAP were funded through short term Federal Grants including ESSER, ELOG, Learning Recovery Emergency Block Grant., etc. In addition, we faced challenges with implementing programs due to staffing shortages.





## EL DORADO COUNTY OFFICE OF EDUCATION Dr. Ed Manansala - El Dorado County Superintendent of Schools

October 16, 2024

Brent Daniels
CEO/Superintendent
Leadership Public Schools
99 Linden Street
Oakland, CA 94607

#### Sent via Email

Re: Leadership Public Schools

To whom it may concern,

Leadership Public Schools, which includes Leadership Public Schools – Hayward, Leadership Public Schools: Richmond, and LPS Oakland R & D Campus, has been a member of the El Dorado County Charter SELPA since July 2006. Leadership Public Schools is an organizational member in good standing and has demonstrated the commitment and capacity to function as LEAs for special education services.

Please contact me if you have any questions.

Sincerely,

Ginese Quann

**Executive Director** 

Ginese Quarn

GQ:In

cc: Dr. Jason Reimann, Superintendent, Hayward Unified

Dr. Kenneth C. Hurst, Superintendent, West Contra Costa Unified

Dr. Kyla Johnson-Trammell, Superintendent, Oakland Unified

#### NWEA MAP Combined Raw (xx-xx) Tab

- 1. Copy and paste your NWEA MAP Combined Data File into the tab labeled 'NWEA MAP Combined Raw (xx-xx)'
- 2. Rename the 'NWEA MAP Combined Raw (xx-xx) tab to include the relevant school year. (e.g. 'NWEA MAP Co
- 3. Duplicate the 'NWEA MAP Combined Raw (xx-xx)' tab if you wish to include multiple school years of data and **Note:** Raw data should be student-level data but may be anonymized for privacy

#### **NWEA MAP Summary Table Tab**

1. Delete the example row and populate the summary table for all indicators, all grades tested, and all appropri **Note**: a) In cases where student group data cannot be disaggregated at the grade level, please specify the grade b) Please only report the "School Conditional Growth Index" for the 'All' student groups at the grade-level.

#### **School Participation Table**

- 1. After completing the data tabs, fill in the open response on the School Participation Tab.
- 2. Please be sure each school year you are submitting NWEA MAP Growth data is accounted for.

Indicator	School year	Student Group Grade	
MAP Growth Math 6+	2023-2024	All	9
MAP Growth Math 6+	2023-2024	All	10
MAP Growth Math 6+	2023-2024	All	11
MAP Growth Math 6+	2023-2024	All	12
MAP Growth Reading 6+	2023-2024	All	9
MAP Growth Reading 6+	2023-2024	All	10
MAP Growth Reading 6+	2023-2024	All	11
MAP Growth Reading 6+	2023-2024	All	12
MAP Growth Math 6+	2023-2024	ELL	9
MAP Growth Math 6+	2023-2024	ELL	10
MAP Growth Math 6+	2023-2024	ELL	11
MAP Growth Math 6+	2023-2024	ELL	12
MAP Growth Reading 6+	2023-2024	ELL	9
MAP Growth Reading 6+	2023-2024	ELL	10
MAP Growth Reading 6+	2023-2024	ELL	11
MAP Growth Reading 6+	2023-2024	ELL	12
MAP Growth Math 6+	2023-2024	Socioeconomical	9
MAP Growth Math 6+	2023-2024	Socioeconomical	10
MAP Growth Math 6+	2023-2024	Socioeconomical	11
MAP Growth Math 6+	2023-2024	Socioeconomical	12
MAP Growth Reading 6+	2023-2024	Socioeconomical	9
MAP Growth Reading 6+	2023-2024	Socioeconomical	10
MAP Growth Reading 6+	2023-2024	Socioeconomical	11
MAP Growth Reading 6+	2023-2024	Socioeconomical	12
MAP Growth Math 6+	2023-2024	All All Grades	
MAP Growth Math 6+	2023-2024	ELL All Grades	
MAP Growth Math 6+	2023-2024	Socioeconomical All Grades	
MAP Growth Reading 6+	2023-2024	All All Grades	
MAP Growth Reading 6+	2023-2024	ELL All Grades	
MAP Growth Reading 6+	2023-2024	Socioeconomical All Grades	

## School Conditional Growth Index

### Percent Met Fall to Spring Projected Growth (CGI value of -0.2 or higher)

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-2.41	
-0.26	
-0.26	
0.68	
-1.62	
-0.11	
5.50	
-1.58	
-1.51	
-0.11	
-0.98	
1.51	
-0.83	
-0.12	
1.53	
-1.44	
-3.30	
0.07	
0.61	
0.42	
-1.80	
-0.06	
-0.20	
0.10	
-0.10	
-0.10	
-0.10	

-0.20

5	0	%
3	9	%
4	3	%
5	6	%
5	2	%
6	4	%
3	3	%
5	5	%
6	3	%
3	8	%
2	0	%
4	7	%
5	6	%
6	9	%
3	3	%
4	0	%
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To be eligible for inclusion as verified data, a data source (assessment or postseconda requirement should not apply in those years. For additional information, please see the 1. Please demonstrate in the space provided, that your charter school has administered.

We were able to assess 95% of all grades for all tests in both Fall in Spring, except for 9th grad

2. (Optional) Delete the example row then fill in the tables below to contextualize sch

### **School Participation Table**

School year	Grade	Number of students enrolled in Fall	Number of students tested in Fall
2023-24 (Math)	9	47	47
2023-24 (Math)	10	42	41
2023-24 (Math)	11	57	57
2023-24 (Math)	12	71	71
2023-24 (Reading)	9	47	44
2023-24 (Reading)	10	42	41
2023-24 (Reading)	11	57	56
2023-24 (Reading)	12	71	68
	+		

## **School Participation**

ry outcome) must include the results of at least 95 percent of eligible students. Note: Consistent e CDE's guidance on Verified Data Criteria and Data Use Procedures.

d the assessment to, and included the results of, at least 95 percent of pupils for whom the asse

ers in the Fall Reading test, where we were 1 student short of 95%. Our Participation Rates are calculate

ool administration of the NWEA MAP assessments.

Percent of students tested in Fall	Number of students enrolled in Spring	Number of students tested in Spring	Percent of students tested in Spring
100%	51	50	98%
98%	44	42	95%
100%	51	49	96%
100%	67	64	96%
94%	51	50	98%
98%	44	42	95%
98%	51	49	96%
96%	67	65	97%


with the U.S. Department of Education's flexibility that was afforded to states in 2019–20 an

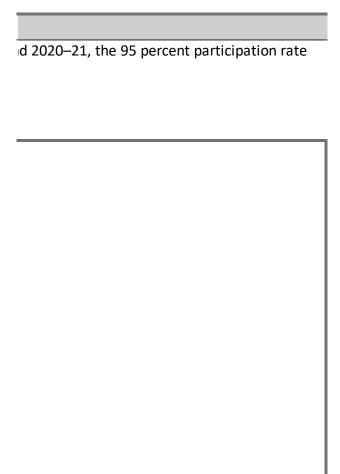
d in detail below.

essment is appropriate.

**Students Not Tested** (Please list students who were enrolled during the Fall and Spr

School year	Grade	Ethnicity (Select)	English Learner (Y or N)
2023-24 (Reading) - Fall	9	Hispanic or Latino	N
2023-24 (Reading) - Fall	9	Hispanic or Latino	N
2023-24 (Reading) - Fall	9	Hispanic or Latino	Υ
2023-24 (Math) - Fall	10	Hispanic or Latino	N
2023-24 (Reading) - Fall	10	Hispanic or Latino	N
2023-24 (Reading) - Fall	11	Black or African Ame	N
2023-24 (Reading) - Fall	12	Hispanic or Latino	Υ
2023-24 (Reading) - Fall	12	Hispanic or Latino	N
2023-24 (Reading) - Fall	12	Hispanic or Latino	N
2023-24 (Math) - Spring	9	Hispanic or Latino	Υ
2023-24 (Reading) - Spring	9	Hispanic or Latino	Υ
2023-24 (Math) - Spring	10	Hispanic or Latino	Υ
2023-24 (Math) - Spring	10	Hispanic or Latino	N

I	4.0		
2023-24 (Reading) - Spring		Hispanic or Latino	Υ
2023-24 (Reading) - Spring		Hispanic or Latino	N
2023-24 (Math) - Spring	11	Hispanic or Latino	Υ
2023-24 (Math) - Spring		Hispanic or Latino	Υ
2023-24 (Reading) - Spring	11	Hispanic or Latino	Υ
2023-24 (Reading) - Spring	11	Hispanic or Latino	Υ
2023-24 (Math) - Spring	12	Hispanic or Latino	N
2023-24 (Math) - Spring	12	Hispanic or Latino	N
2023-24 (Math) - Spring	12	Hispanic or Latino	Υ
2023-24 (Reading) - Spring	12	Hispanic or Latino	N
2023-24 (Reading) - Spring	12	Hispanic or Latino	N



### ing administrations and not tested)

Foster (Y or N)	Free or Reduced-Price Meals-eligible (Y or N)	SpEd/IEP (Y or N)
N	N	N
N	N	N
N	N	Υ
N	N	N
N	N	N
N	Υ	N
N	N	N
N	N	N
N	N	N
N	N	N
N	N	N
N	Υ	N
N	N	N

N	Υ	N
N	N	N
N	Υ	N
N	Υ	N
N	Υ	N
N	Υ	N
N	Υ	N
N	N	N
N	N	N
N	Υ	N
N	N	N

#### **School Participation** 1. Please provide any additional data or context you would like add to your postsecondary outcomes that would help in its evaluation. In addition to the National Student Clearinghouse reports we have submitted, we would like to call attention to our College-Going Rate (available in CDE Data Quest). LPS Oakland R & D Campus's College Going Rate (percentage of graduates attending a two-year or four-year college 12 months after graduation) has consistently outpaced the average of other high schools within 2 miles as far back as data is available in CDE Dataquest (to the 2014-15 school year). LPS Oakland R & D Campus College-Going Rate 2014-15:75% 2015-16:72% 2016-17:71% 2017-18:74% 2018-19:64% 2019-20:53% 2020-21:56% 2021-22:50% Average College-Going Rate of schools within 2 miles 2014-15:51% 2015-16:59% 2016-17:51% 2017-18:54% 2018-19:47% 2019-20:44% 2020-21:41% 2021-22:48%

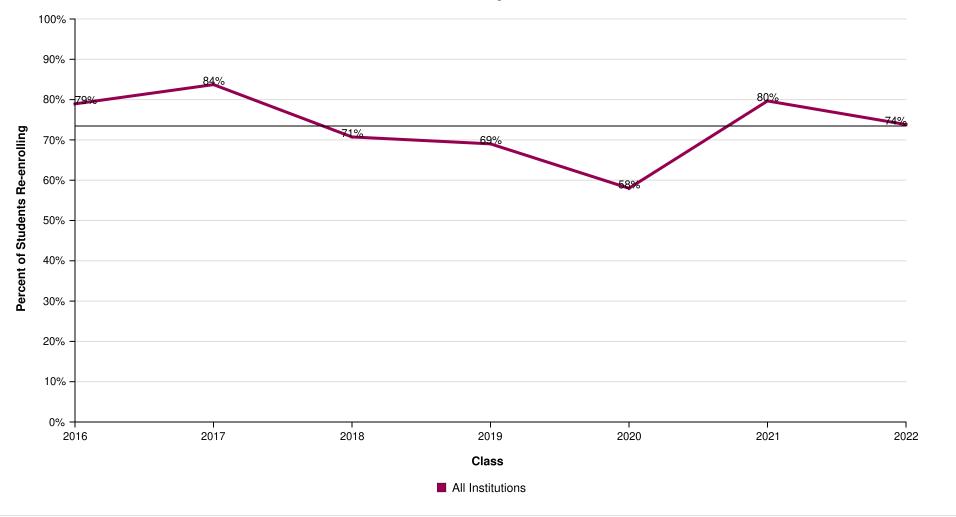
2. (Optional) Fill in the table below to contextualize the postsecondary data.

#### **School Participation Table**

School year	Number of 12th grade students	Number of graduated students	Number of students included in postsecondary data
Example2023-2024	55	_	45
		İ	

# Percent of Students Enrolled in College the First Year After High School Who Returned for a Second Year (Freshman to Sophomore Persistence)

Effective Date = August 21, 2024



AVG = 73%



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## Count of Students Enrolled in College the First Year After High School Who Returned for a Second Year (Freshman to Sophomore Persistence)

Effective Date = August 21, 2024

Class of	2016	2017	2018	2019	2020	2021	2022
Total in the Class	79	55	58	107	96	109	85
<b>Enrolled Anywhere 1st Year</b>	57	43	41	71	50	59	42
Enrolled Anywhere 2nd Year	45	36	29	49	29	47	31
In Public 1st Year	53	40	40	69	46	56	33
Enrolled Anywhere 2nd Year	41	33	28	48	28	45	25
In Private 1st Year	4	3	1	2	4	3	9
Enrolled Anywhere 2nd Year	4	3	1	1	1	2	6
In 4-Year 1st Year	45	29	28	53	29	42	29
Enrolled Anywhere 2nd Year	36	26	21	40	21	35	24
In 2-Year 1st Year	12	14	13	18	21	17	13
Enrolled Anywhere 2nd Year	9	10	8	9	8	12	7
In-State 1st Year	55	40	41	69	48	55	39
Enrolled Anywhere 2nd Year	43	34	29	47	28	45	28
Out-of-State 1st Year	2	3	0	2	2	4	3
Enrolled Anywhere 2nd Year	2	2	0	2	1	2	3

LPS - OAKLAND R&D

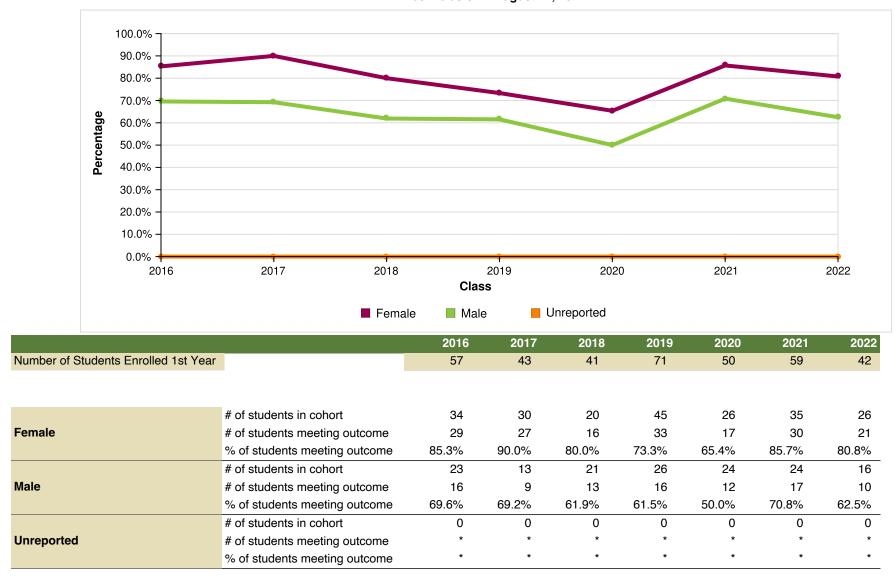
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NATIONAL STUDENT CLEARINGHOUSE

Report Run Date:

LPS - OAKLAND R&D

Enrollment during First Year After High School Who Returned for a Second Year by Gender Effective as of: August 21, 2024



LPS - OAKLAND R&D

Report Run Date: 10/11/2024 03:45 PM

Page 1 of 8

NATIONAL STUDENT CLEARINGHOUSE

* To protect student privacy, small cell values have been masked for subgroups containing fewer than 10 students; these are represented with a star (*). Because of this, the corresponding point on the graph should be disregarded. Also, if the total number of students in all subgroups for a class is less than 10, then the entire class is suppressed.

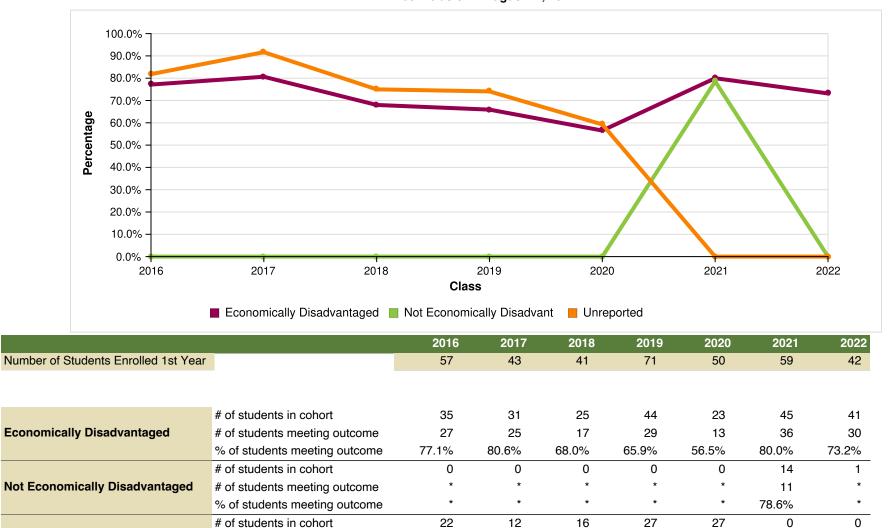
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Page 2 of 8



Enrollment during First Year After High School Who Returned for a Second Year by Economic Disadvantage Effective as of: August 21, 2024



18

81.8%

11

91.7%

12

75.0%

20

74.1%

16

59.3%

LPS - OAKLAND R&D

Report Run Date: 10/11/2024 03:45 PM

# of students meeting outcome

% of students meeting outcome

Page 3 of 8

Unreported



* To protect student privacy, small cell values have been masked for subgroups containing fewer than 10 students; these are represented with a star (*). Because of this, the corresponding point on the graph should be disregarded. Also, if the total number of students in all subgroups for a class is less than 10, then the entire class is suppressed.	

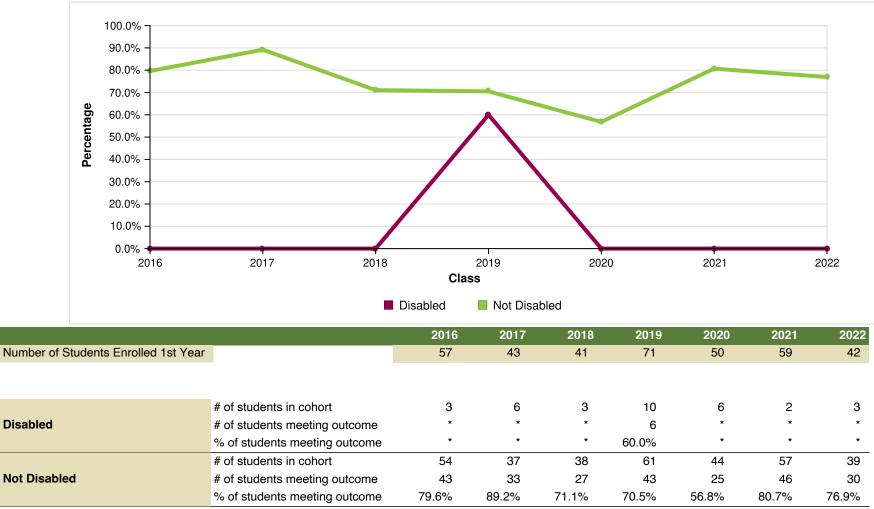
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Report Run Date: 10/11/2024 03:45 PM

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Enrollment during First Year After High School Who Returned for a Second Year by Disability Effective as of: August 21, 2024



<sup>\*</sup> To protect student privacy, small cell values have been masked for subgroups containing fewer than 10 students; these are represented with a star (\*). Because of this, the corresponding point on the graph should be disregarded. Also, if the total number of students in all subgroups for a class is less than 10, then the entire class is suppressed.

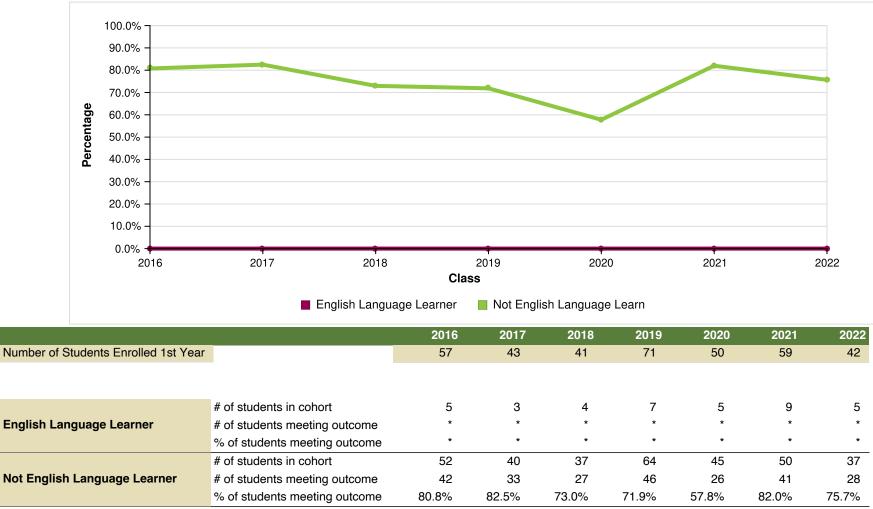
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NATIONAL STUDENT CLEARINGHOUSE

Enrollment during First Year After High School Who Returned for a Second Year by English Language Learner Effective as of: August 21, 2024



<sup>\*</sup> To protect student privacy, small cell values have been masked for subgroups containing fewer than 10 students; these are represented with a star (\*). Because of this, the corresponding point on the graph should be disregarded. Also, if the total number of students in all subgroups for a class is less than 10, then the entire class is suppressed.

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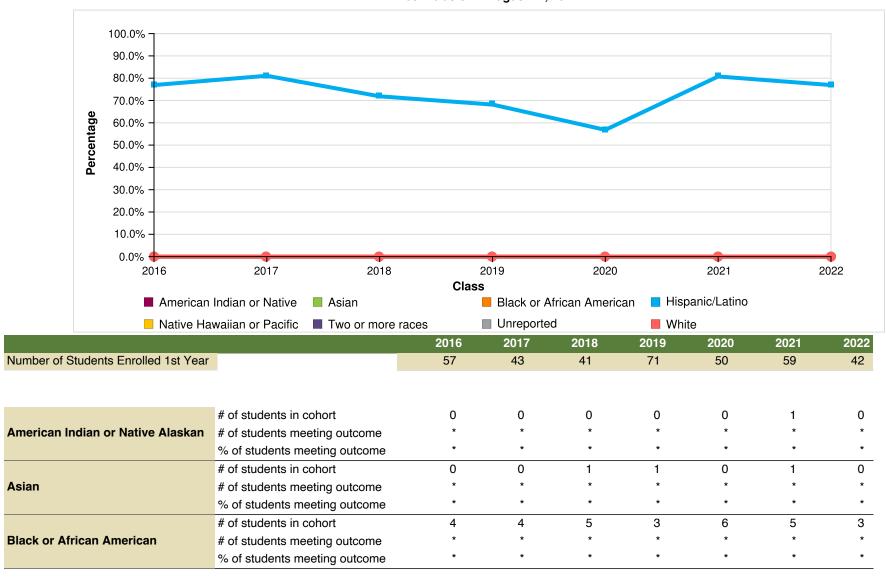
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NATIONAL STUDENT CLEARINGHOUSE

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Enrollment during First Year After High School Who Returned for a Second Year by Race/Ethnicity Effective as of: August 21, 2024



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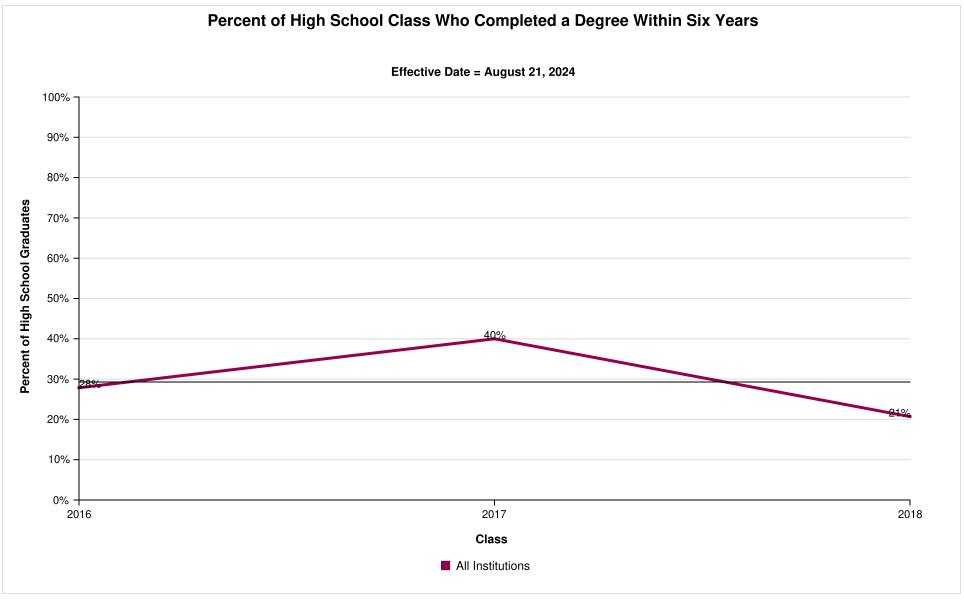
	# of students in cohort	52	37	32	66	44	52	39
Hispanic/Latino	# of students meeting outcome	40	30	23	45	25	42	30
	% of students meeting outcome	76.9%	81.1%	71.9%	68.2%	56.8%	80.8%	76.9%
	# of students in cohort	0	0	1	1	0	0	0
Two or more races	# of students meeting outcome	*	*	*	*	*	*	*
	% of students meeting outcome	*	*	*	*	*	*	*
	# of students in cohort	0	1	1	0	0	0	0
Native Hawaiian or Pacific Islander	# of students meeting outcome	*	*	*	*	*	*	*
	% of students meeting outcome	*	*	*	*	*	*	*
	# of students in cohort	1	1	1	0	0	0	0
Unreported	# of students meeting outcome	*	*	*	*	*	*	*
	% of students meeting outcome	*	*	*	*	*	*	*
	# of students in cohort	0	0	0	0	0	0	0
White	# of students meeting outcome	*	*	*	*	*	*	*
	% of students meeting outcome	*	*	*	*	*	*	*

<sup>\*</sup> To protect student privacy, small cell values have been masked for subgroups containing fewer than 10 students; these are represented with a star (\*). Because of this, the corresponding point on the graph should be disregarded. Also, if the total number of students in all subgroups for a class is less than 10, then the entire class is suppressed.

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AVG = 29%



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NATIONAL STUDENT CLEARINGHOUSE



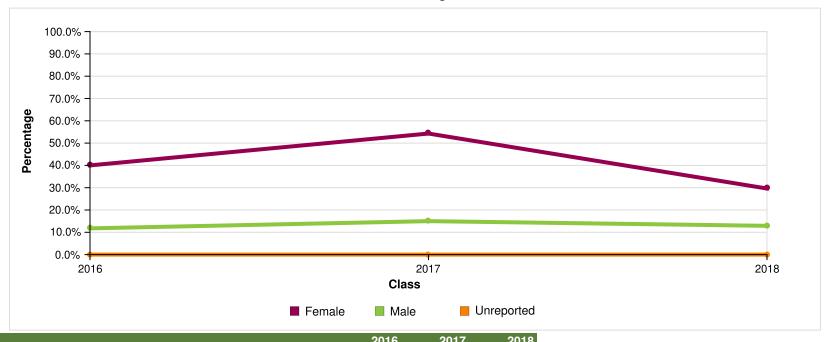
## **Count of High School Class Who Completed a Degree Within Six Years**

Effective Date = August 21, 2024

Class of	2016	2017	2018
Total In the Class	79	55	58
Total With a Degree	22	22	12
Total from Public	17	20	8
<b>Total from Private</b>	5	2	4
Total from 4-Year	17	16	7
Total from 2-Year	5	6	5
Total In-State	21	21	12
Total Out-Of-State	1	1	0



Students Who Have Completed a Degree Within Six Years by Gender Effective as of: August 21, 2024



	2010	2017	2010
Total Number of Students in Class	79	55	58
# of students in select	15	O.F.	27

	# of students in cohort	45	35	27
Female	# of students meeting outcome	18	19	8
	% of students meeting outcome	40.0%	54.3%	29.6%
	# of students in cohort	34	20	31
Male	# of students meeting outcome	4	3	4
	% of students meeting outcome	11.8%	15.0%	12.9%
	# of students in cohort	0	0	0
Unreported	# of students meeting outcome	*	*	*
	% of students meeting outcome	*	*	*

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* To protect student privacy, small cell values have been masked for subgroups containing fewer than 10 students; these are represented with a star (*). Because of this, the corresponding point on the graph should be disregarded. Also, if the total number of students in all subgroups for a class is less than 10, then the entire class is suppressed.						

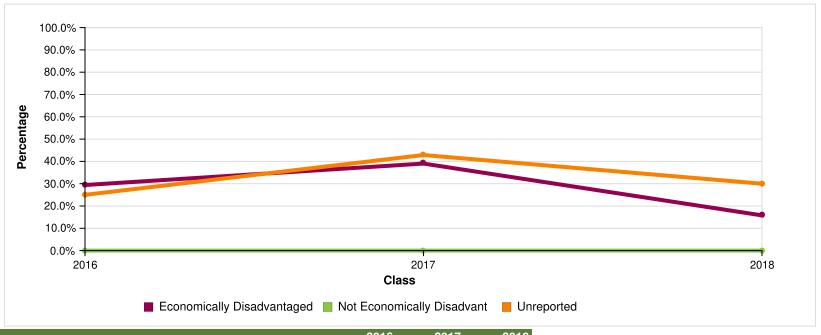
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Students Who Have Completed a Degree Within Six Years by Economic Disadvantage Effective as of: August 21, 2024



	2016	2017	2018
	79	55	58
# of students in cohort	51	41	38
# of students meeting outcome	15	16	6
% of students meeting outcome	29.4%	39.0%	15.8%
# of students in cohort	0	0	0
# of students meeting outcome	*	*	*
% of students meeting outcome	*	*	*
# of students in cohort	28	14	20
# of students meeting outcome	7	6	6
% of students meeting outcome	25.0%	42.9%	30.0%
	# of students meeting outcome % of students meeting outcome # of students in cohort # of students meeting outcome % of students meeting outcome # of students in cohort # of students meeting outcome	# of students in cohort 51 # of students meeting outcome 15 % of students meeting outcome 29.4% # of students in cohort 0 # of students meeting outcome * % of students meeting outcome * # of students meeting outcome 4 # of students in cohort 28 # of students meeting outcome 7	# of students in cohort 51 41 # of students meeting outcome 15 16 % of students meeting outcome 29.4% 39.0% # of students in cohort 0 0 # of students meeting outcome * * % of students meeting outcome * % of students meeting outcome * # of students meeting outcome 7 # of students in cohort 28 14 # of students meeting outcome 7

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NATIONAL STUDENT CLEARINGHOUSE

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* To protect student privacy, small cell values have been masked for subgroups containing fewer than 10 students; these are represented with a star (*). Because of this, the corresponding point on the graph should be disregarded. Also, if the total number of students in all subgroups for a class is less than 10, then the entire class is suppressed.					

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Students Who Have Completed a Degree Within Six Years by Disability Effective as of: August 21, 2024



	2016	2017	2018
Total Number of Students in Class	79	55	58

	# of students in cohort	5	6	6
Disabled	# of students meeting outcome	*	*	*
	% of students meeting outcome	*	*	*
	# of students in cohort	74	49	52
Not Disabled	# of students meeting outcome	22	22	12
	% of students meeting outcome	29.7%	44.9%	23.1%

<sup>\*</sup> To protect student privacy, small cell values have been masked for subgroups containing fewer than 10 students; these are represented with a star (\*). Because of this, the corresponding point on the graph should be disregarded. Also, if the total number of students in all subgroups for a class is less than 10, then the entire class is suppressed.

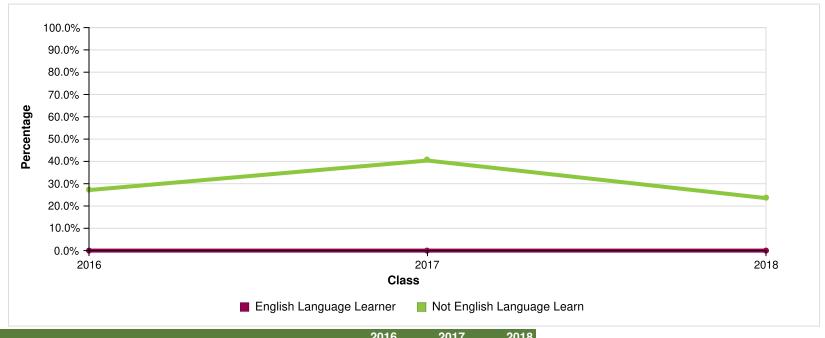
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Students Who Have Completed a Degree Within Six Years by English Language Learner Effective as of: August 21, 2024



	2016	2017	2018
Total Number of Students in Class	79	55	58

	# of students in cohort	9	3	7
English Language Learner	# of students meeting outcome	*	*	*
	% of students meeting outcome	*	*	*
	# of students in cohort	70	52	51
Not English Language Learner	# of students meeting outcome	19	21	12
	% of students meeting outcome	27.1%	40.4%	23.5%

<sup>\*</sup> To protect student privacy, small cell values have been masked for subgroups containing fewer than 10 students; these are represented with a star (\*). Because of this, the corresponding point on the graph should be disregarded. Also, if the total number of students in all subgroups for a class is less than 10, then the entire class is suppressed.

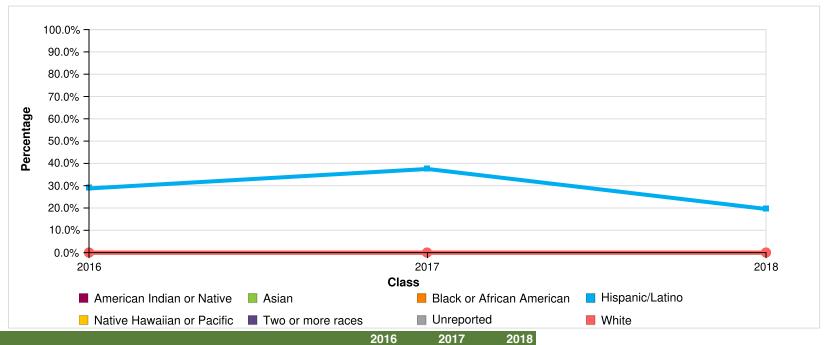
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Students Who Have Completed a Degree Within Six Years by Race/Ethnicity Effective as of: August 21, 2024



	2016	2017	2018
Total Number of Students in Class	79	55	58

	# of students in cohort	0	0	0
American Indian or Native Alaskan	# of students meeting outcome	*	*	*
	% of students meeting outcome	*	*	*
	# of students in cohort	0	0	1
Asian	# of students meeting outcome	*	*	*
	% of students meeting outcome	*	*	*
	# of students in cohort	4	5	7
Black or African American	# of students meeting outcome	*	*	*
	% of students meeting outcome	*	*	*

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	# of students in cohort	73	48	46
Hispanic/Latino	# of students meeting outcome	21	18	9
	% of students meeting outcome	28.8%	37.5%	19.6%
	# of students in cohort	1	0	1
Two or more races	# of students meeting outcome	*	*	*
	% of students meeting outcome	*	*	*
	# of students in cohort	0	1	2
Native Hawaiian or Pacific Islander	# of students meeting outcome	*	*	*
	% of students meeting outcome	*	*	*
	# of students in cohort	1	1	1
Unreported	# of students meeting outcome	*	*	*
	% of students meeting outcome	*	*	*
	# of students in cohort	0	0	0
White	# of students meeting outcome	*	*	*
	% of students meeting outcome	*	*	*

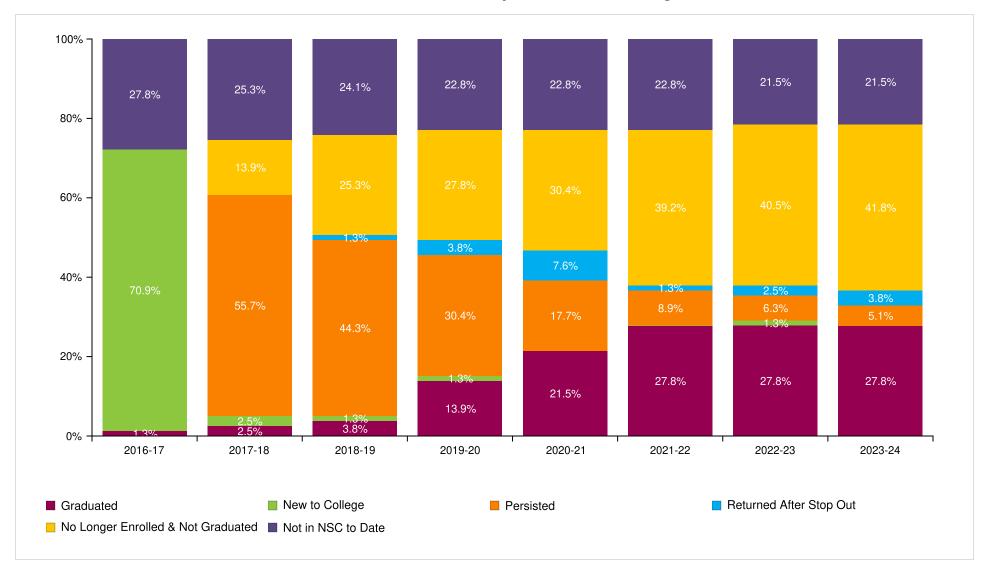
<sup>\*</sup> To protect student privacy, small cell values have been masked for subgroups containing fewer than 10 students; these are represented with a star (\*). Because of this, the corresponding point on the graph should be disregarded. Also, if the total number of students in all subgroups for a class is less than 10, then the entire class is suppressed.

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#### Class of 2016 Postsecondary Enrollment and Progress







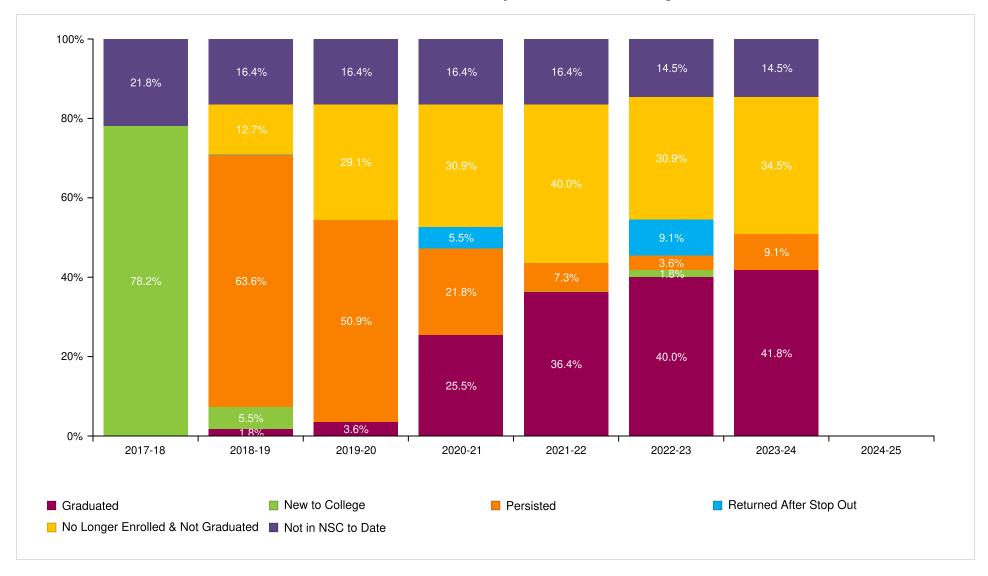
## **Count of Class 2016 Postsecondary Enrollment and Progress**

Total in the Class: 79

Academic Years	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
New to College	56	2	1	1	0	0	1	0
Persisted	0	44	35	24	14	7	5	4
Returned After Stop Out	0	0	1	3	6	1	2	3
No Longer Enrolled & Not Graduated	0	11	20	22	24	31	32	33
Graduated	1	2	3	11	17	22	22	22
Not in NSC to Date	22	20	19	18	18	18	17	17

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#### Class of 2017 Postsecondary Enrollment and Progress







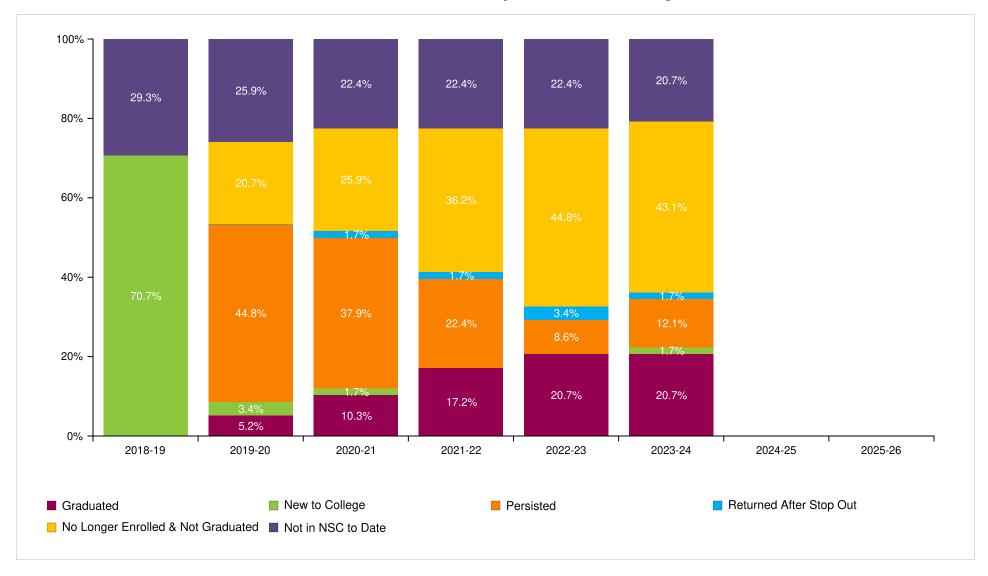
## **Count of Class 2017 Postsecondary Enrollment and Progress**

Total in the Class: 55

Academic Years	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
New to College	43	3	0	0	0	1	0	0
Persisted	0	35	28	12	4	2	5	0
Returned After Stop Out	0	0	0	3	0	5	0	0
No Longer Enrolled & Not Graduated	0	7	16	17	22	17	19	0
Graduated	0	1	2	14	20	22	23	0
Not in NSC to Date	12	9	9	9	9	8	8	0



#### Class of 2018 Postsecondary Enrollment and Progress





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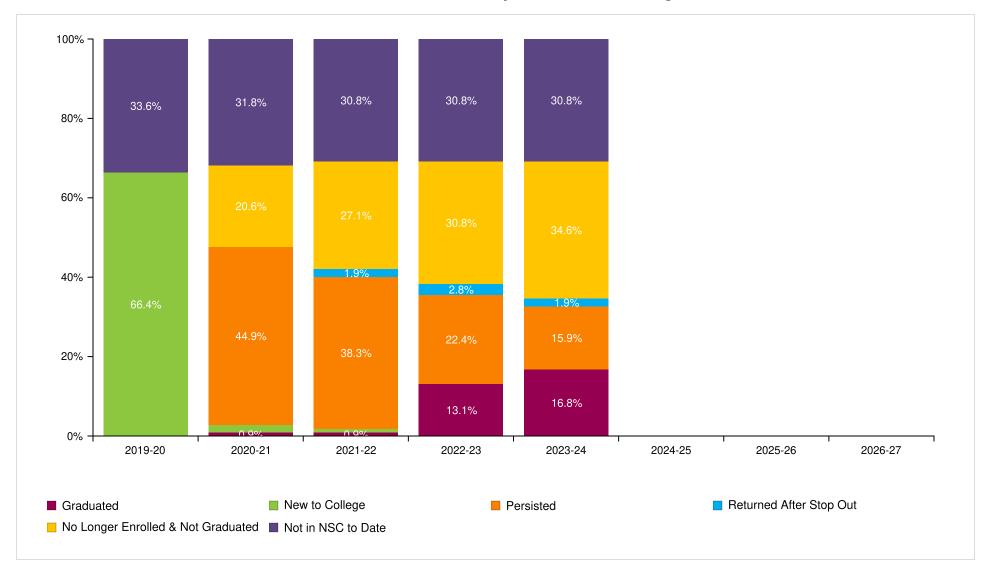
## **Count of Class 2018 Postsecondary Enrollment and Progress**

Total in the Class: 58

Academic Years	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
New to College	41	2	1	0	0	1	0	0
Persisted	0	26	22	13	5	7	0	0
Returned After Stop Out	0	0	1	1	2	1	0	0
No Longer Enrolled & Not Graduated	0	12	15	21	26	25	0	0
Graduated	0	3	6	10	12	12	0	0
Not in NSC to Date	17	15	13	13	13	12	0	0

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#### Class of 2019 Postsecondary Enrollment and Progress







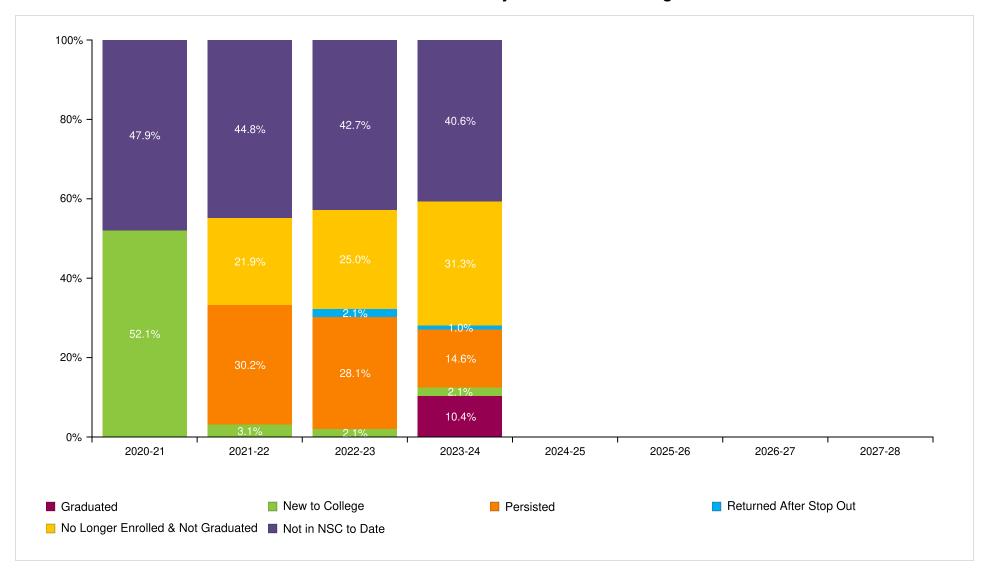
## **Count of Class 2019 Postsecondary Enrollment and Progress**

Total in the Class: 107

Academic Years	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
New to College	71	2	1	0	0	0	0	0
Persisted	0	48	41	24	17	0	0	0
Returned After Stop Out	0	0	2	3	2	0	0	0
No Longer Enrolled & Not Graduated	0	22	29	33	37	0	0	0
Graduated	0	1	1	14	18	0	0	0
Not in NSC to Date	36	34	33	33	33	0	0	0



#### Class of 2020 Postsecondary Enrollment and Progress







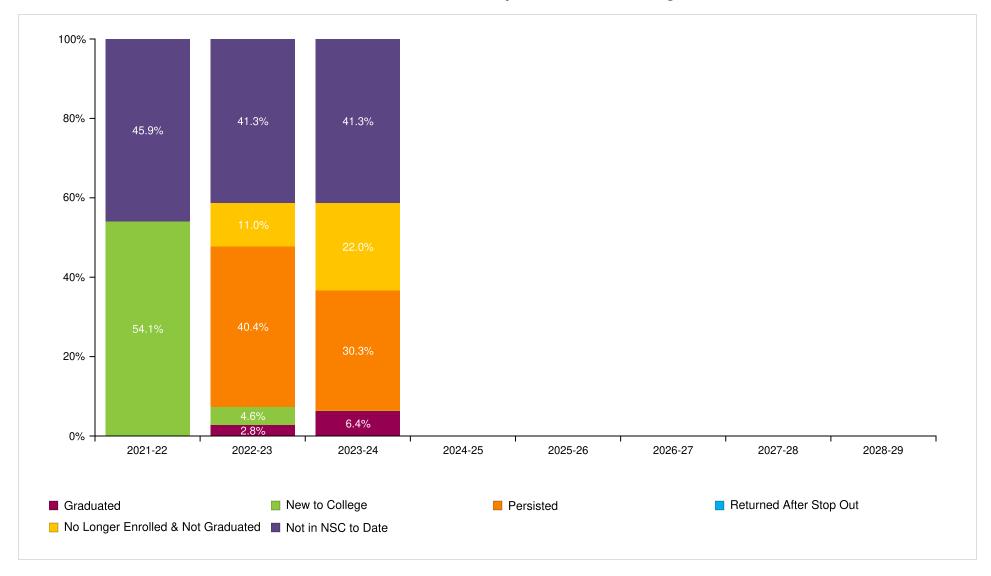
## **Count of Class 2020 Postsecondary Enrollment and Progress**

Total in the Class: 96

Academic Years	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
New to College	50	3	2	2	0	0	0	0
Persisted	0	29	27	14	0	0	0	0
Returned After Stop Out	0	0	2	1	0	0	0	0
No Longer Enrolled & Not Graduated	0	21	24	30	0	0	0	0
Graduated	0	0	0	10	0	0	0	0
Not in NSC to Date	46	43	41	39	0	0	0	0

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#### Class of 2021 Postsecondary Enrollment and Progress





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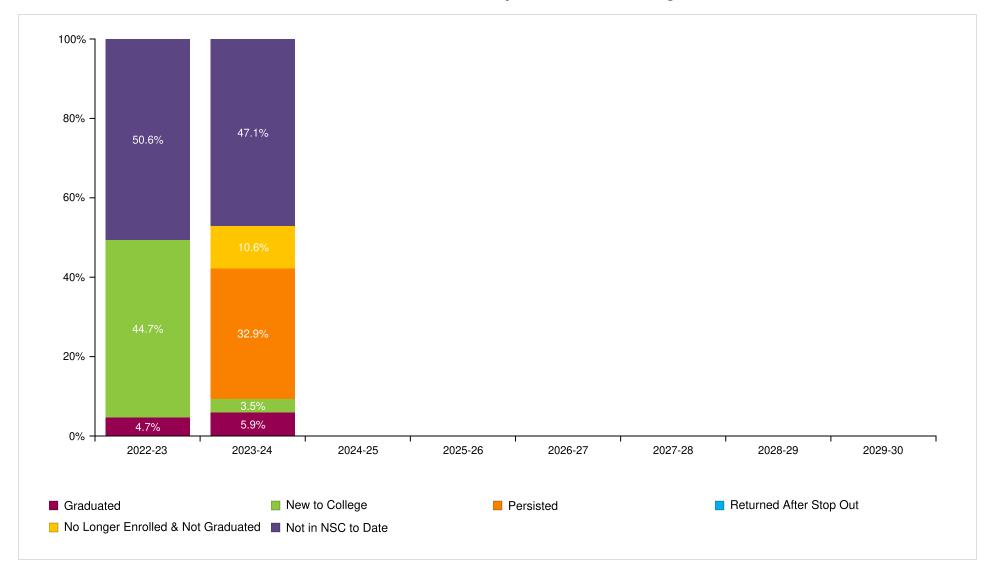
## **Count of Class 2021 Postsecondary Enrollment and Progress**

Total in the Class: 109

Academic Years	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
New to College	59	5	0	0	0	0	0	0
Persisted	0	44	33	0	0	0	0	0
Returned After Stop Out	0	0	0	0	0	0	0	0
No Longer Enrolled & Not Graduated	0	12	24	0	0	0	0	0
Graduated	0	3	7	0	0	0	0	0
Not in NSC to Date	50	45	45	0	0	0	0	0



#### Class of 2022 Postsecondary Enrollment and Progress





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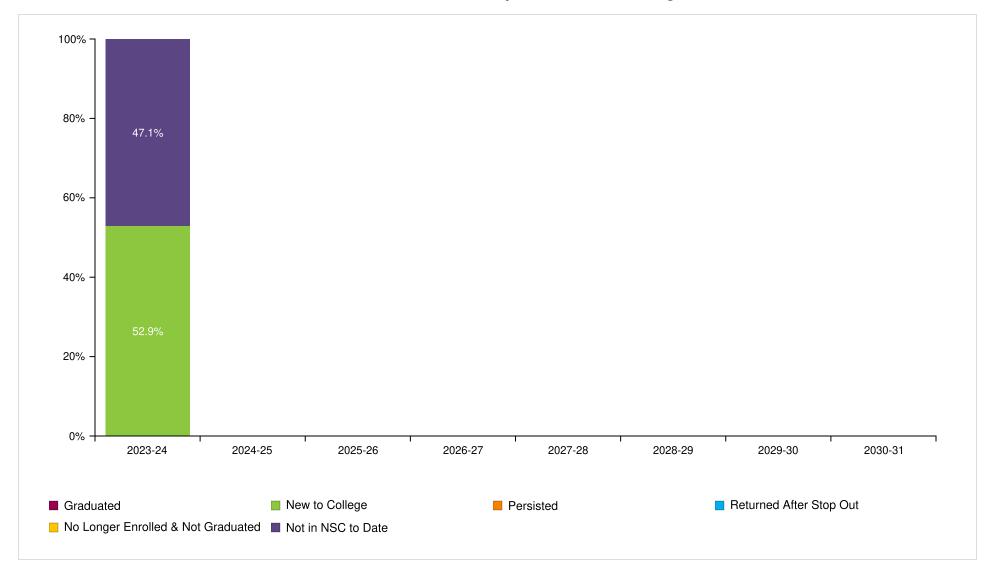
## **Count of Class 2022 Postsecondary Enrollment and Progress**

Total in the Class: 85

Academic Years	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
New to College	38	3	0	0	0	0	0	0
Persisted	0	28	0	0	0	0	0	0
Returned After Stop Out	0	0	0	0	0	0	0	0
No Longer Enrolled & Not Graduated	0	9	0	0	0	0	0	0
Graduated	4	5	0	0	0	0	0	0
Not in NSC to Date	43	40	0	0	0	0	0	0

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## Class of 2023 Postsecondary Enrollment and Progress







## **Count of Class 2023 Postsecondary Enrollment and Progress**

Total in the Class: 87

Academic Years	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
New to College	46	0	0	0	0	0	0	0
Persisted	0	0	0	0	0	0	0	0
Returned After Stop Out	0	0	0	0	0	0	0	0
No Longer Enrolled & Not Graduated	0	0	0	0	0	0	0	0
Graduated	0	0	0	0	0	0	0	0
Not in NSC to Date	41	0	0	0	0	0	0	0

MATH K-12	
Grade Level	Fall '23 - Spring '24 CGI
9	1.35
10	-0.88
11	-2.41
12	-0.26
ALL STUDENTS TESTED	-0.2
Socioeconomically Disadvantaged	-0.1
English Learners	0.1
Students w/	-0.5

READING	
Grade Level	Fall '23 - Spring '24 CGI
9	-0.26
10	0.68
11	-1.62
12	-0.11
ALL STUDENTS TESTED	-0.1
Socioeconomically	
Disadvantaged	-0.2
English Learners	-0.1
Students w/	-0.3

MATH K-12	
Grade Level	Fall '23 - Spring '24 Count of students both pre- and post- tested
9	42
10	38
11	47
12	62
All Students Tested	189
Socioeconomically Disadvantaged	143
English Learners	66
Students w/	30

READING	Count of students pre- and post-tested
Grade Level	Fall '23 - Spring '24 Count of students both pre- and post- tested
9	42
10	37
11	46
12	62
All Students Tested	187
Socioeconomically Disadvantaged	141
English Learners	67
Students w/	29





Spring 2023-2024 Term:

District: Leadership Public Schools Norms Reference Data:

**Growth Comparison Period:** Fall 2023 - Spring 2024 Weeks of Instruction: 1 (Fall 2023) Start -

> 26 (Spring 2024) End -

2020 Norms.

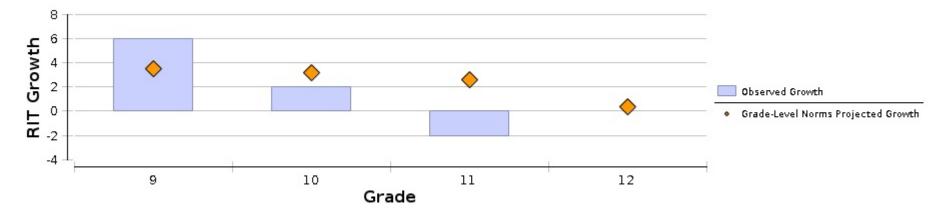
Grouping: None Small Group Display: No

#### Oakland R & D

Math: Math K-12

					Compar	ison Periods			Growth Evaluated Against								
			Fall 202	3		Spring 20	)24	Grow	rth	Gra	de-Level N	orms	Student Norms				
Grade (Spring 202	Total Number 4) of Growth Events‡	Mean RIT Score	Standard Deviation	Achievement Percentile	Mean RIT Score	Standard Deviation	Achievement Percentile	Observed Growth	Observed Growth SE	Projected School Growth	Growth	School Conditional Growth Percentile	Students With	Number of Students Who Met Their Growth Projection	Percentage of Students Who Met Growth Projection	Median Conditional Growth	
9	42	215.7	14.6	15	221.5	19.7	22	6	2.3	3.5	1.35	91	42	21	50	49	
10	38	216.1	15.9	11	217.7	16.7	9	2	1.3	3.2	-0.88	19	38	15	39	41	
11	47	220.3	20.9	15	218.6	25.3	7	-2	3.4	2.6	-2.41	1	47	20	43	29	
12	62	216.0	17.4	6	215.9	22.8	6	0	1.8	0.4	-0.26	40	62	31	50	56	

Math: Math K-12











**Term:** Spring 2023-2024

District: Leadership Public Schools

Norms Reference Data: 2020 Norms.

Growth Comparison Period: Fall 2023 - Spring 2024 Weeks of Instruction: Fall 2023 - Spring 2024 Start - 1 (Fall 2023)

End - 26 (Spring 2024)

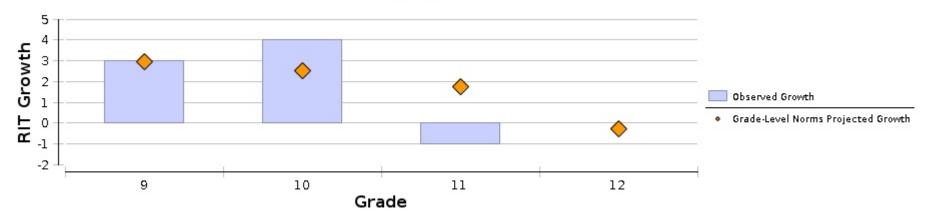
Grouping: None Small Group Display: No

#### Oakland R & D

Language Arts: Reading

					ison Periods		Growth Evaluated Against									
			Fall 202	3		Spring 2024			rth	Gra	de-Level N	orms				
Grade (Spring 2024)	Total Number of Growth Events‡	Mean RIT Score	Standard Deviation	Achievement Percentile	Mean RIT Score	Standard Deviation	Achievement Percentile	Observed Growth	Observed Growth SE	Projected School Growth	Growth	School I Conditional Growth Percentile	Students	Who Met Their	Percentage of Students Who Met Growth Projection	Median Conditional Growth
9	42	208.0	13.9	14	210.5	14.1	13	3	1.6	3.0	-0.26	40	42	22	52	53
10	37	211.8	13.8	14	215.3	15.0	17	4	1.7	2.5	0.68	75	37	22	59	64
11	46	214.7	14.5	15	213.3	13.5	8	-1	1.8	1.8	-1.62	5	46	16	35	33
12	62	213.0	13.5	12	212.5	15.8	12	0	1.3	-0.3	-0.11	46	62	27	44	55

## Language Arts: Reading











Term: District: Spring 2023-2024

Leadership Public Schools

Norms Reference Data:

Growth Comparison Period: Weeks of Instruction:

2020 Norms. Fall 2023 - Spring 2024

Program

No

Start - 1 (Fall 2023)

End - 26 (Spring 2024)

Grouping: Small Group Display:

#### Oakland R & D

Math: Math K-12

			Comparison Periods						Growth Evaluated Against								
			Fall 202	3		Spring 20	24	Grow	/th	Gra	de-Level N	orms			t Norms		
Grade (Spring 2024)	Total Number of Growth Events‡	Mean RIT Score	Standard Deviation	Achievement Percentile	Mean RIT Score	Standard Deviation	Achievement Percentile	Observed Growth	Observed Growth SE	Projected School Growth	School Conditional Growth Index	School Conditional Growth	Students With Growth	Students Who Met Their	Percentage of Students Who Met Growth Projection	Student Median Conditional Growth Percentile	
9							Statistics canno	t be aggregate	d above the	program le	vel						
English Language Learner (ELL)	16	205.9	15.2	2	218.9	25.3	15	13	4.5	3.5	5.50	99	16	10	63	80	
Free and Reduced Lunch (FRL)	22	219.0	15.8	24	225.1	21.9	34	6	2.9	3.5	1.53	94	22	11	50	48	
Special Education (SPED)	4	*			*			*					*				
10							Statistics canno	t be aggregate	d above the	program le	vel						
English Language Learner (ELL)	16	209.3	13.3	3	209.6	14.2	2	0	1.9	3.2	-1.58	6	16	6	38	41	
Free and Reduced Lunch (FRL)	21	217.6	15.1	14	218.2	16.7	10	1	1.5	3.2	-1.44	8	21	8	38	33	
Special Education (SPED)	8	*			*			*					*				
11							Statistics canno	t be aggregate	d above the	program le	vel						
English Language Learner (ELL)	15	203.0	10.2	1	202.9	21.9	1	0	5.7	2.6	-1.51	7	15	3	20	14	
Free and Reduced Lunch (FRL)	27	226.3	24.0	32	223.0	28.9	15	-3	5.6	2.6	-3.30	1	27	11	41	22	
Special Education (SPED)	7	*			*			*					*				
12							Statistics canno	t be aggregate	d above the	program le	vel						

#### **Explanatory Notes**

\* Summaries for groups of fewer than 10 students are not shown, as the sample size may be too small for acceptable statistical reliability.





### **Student Growth Summary Report**

**Aggregate by School** 

**Term:** Spring 2023-2024

**District:** Leadership Public Schools

Norms Reference Data: 2020 Norms.

Growth Comparison Period: Fall 2023 - Spring 2024 Weeks of Instruction: Fall 2023 - Spring 2024 Start - 1 (Fall 2023)

End - 26 (Spring 2024)

**Grouping:** Program **Small Group Display:** No

#### Oakland R & D

Math: Math K-12

					Compar	ison Periods				Growth Evaluated Against						
			Fall 2023	3		Spring 2024			Growth Grade-Level			orms Studen			nt Norms	
Grade (Spring 2024)	Total Number of Growth Events‡	Mean RIT Score	Standard Deviation	Achievement Percentile	Mean RIT Score	Standard Deviation	Achievement Percentile	Observed Growth	Observed Growth SE	Projected School Growth	Growth	School I Conditional Growth Percentile	Students With Growth	Students Who Met Their Growth	Percentage of Students Who Met Growth Projection	Student Median Conditional Growth Percentile
English Language Learner (ELL)	19	203.6	18.4	1	203.6	22.8	1	0	4.2	0.2	-0.11	45	19	9	47	60
Free and Reduced Lunch (FRL)	39	219.8	17.9	12	220.4	24.2	12	1	2.6	0.5	0.07	53	39	20	51	54
Special Education (SPED	11	196.1	18.8	1	196.9	16.0	1	1	4.0	0.1	0.36	64	11	7	64	66



Generated by: Max

\* Summaries for groups of fewer than 10 students are not shown, as the sample size may be too small for acceptable statistical reliability.

‡Growth Count provided reflects students with MAP results in both the Start and End terms. Observed Growth calculation is based on that student data.







**Term:** Spring 2023-2024

District: Leadership Public Schools

Norms Reference Data:
Growth Comparison Period:

2020 Norms. Fall 2023 - Spring 2024

Weeks of Instruction:

Start - 1 (Fall 2023)

End - 26 (Spring 2024)
g: Program

Page

3 of 4

Grouping: Progra Small Group Display: No

#### Oakland R & D

Language Arts: Reading

			Comparison Periods								Growth Evaluated Against							
			Fall 202	3		Spring 20	24	Growth		Gra	de-Level N	orms	Student Norms					
Grade (Spring 2024)	Total Number of Growth Events‡	Mean RIT Score	Standard Deviation	Achievement Percentile	Mean RIT Score	Standard Deviation	Achievement Percentile	Observed Growth	Observed Growth SE	Projected School Growth	School Conditional Growth Index	School Conditional Growth Percentile	Students With Growth	Students Who Met Their	Percentage of Students Who Met Growth Projection	Student Median Conditional Growth Percentile		
9							Statistics canno	t be aggregate	d above the	program le	evel							
English Language Learner (ELL)	16	199.9	9.3	3	201.5	13.6	2	2	3.1	3.3	-0.98	16	16	9	56	59		
Free and Reduced Lunch (FRL)	22	208.5	13.3	15	212.5	12.5	18	4	2.4	2.9	0.61	73	22	12	55	61		
Special Education (SPED)	4	*			*			*					*					
10							Statistics canno	t be aggregate	d above the	program le	evel							
English Language Learner (ELL)	16	204.4	12.5	3	209.4	14.3	5	5	2.8	2.8	1.51	93	16	11	69	70		
Free and Reduced Lunch (FRL)	21	212.1	14.0	15	215.2	15.1	17	3	2.3	2.5	0.42	66	21	12	57	52		
Special Education (SPED)	7	*			*			*					*					
11							Statistics canno	t be aggregate	d above the	program le	evel							
English Language Learner (ELL)	15	203.9	15.8	1	204.3	9.6	1	0	4.3	2.0	-0.83	20	15	5	33	36		
Free and Reduced Lunch (FRL)	26	216.8	13.5	22	215.0	16.4	12	-2	2.5	1.7	-1.80	4	26	10	38	34		
Special Education (SPED)	7	*			*			*					*					
12			Statistics cannot be aggregated above the program level															

#### **Explanatory Notes**

\* Summaries for groups of fewer than 10 students are not shown, as the sample size may be too small for acceptable statistical reliability.







**Term:** Spring 2023-2024

District: Leadership Public Schools

Norms Reference Data:

2020 Norms. Fall 2023 - Spring 2024

Growth Comparison Period: Fall 2023 - 3
Weeks of Instruction: Start - 1

Start - 1 (Fall 2023) End - 26 (Spring 2024)

**Grouping:** Program **Small Group Display:** No

#### Oakland R & D

Language Arts: Reading

					Compar	ison Periods				Growth Evaluated Against						
			Fall 202	3		Spring 2024			Growth Grade-Level Norms			Student Norms				
Grade (Spring 2024)	Total Number of Growth Events‡	Mean RIT Score	Standard Deviation	Achievement Percentile	Mean RIT Score	Standard Deviation	Achievement Percentile	Observed Growth	Observed Growth SE	Projected School Growth	Growth	School Conditional Growth	Students With Growth	Students Who Met Their Growth	Percentage of Students Who Met Growth Projection	Student Median Conditional Growth Percentile
English Language Learner (ELL)	20	202.1	11.2	1	201.1	16.8	1	-1	2.8	-0.8	-0.12	45	20	8	40	58
Free and Reduced Lunch (FRL)	39	212.8	14.3	12	212.4	15.3	12	0	1.5	-0.3	-0.06	48	39	16	41	50
Special Education (SPED	11	196.8	9.5	1	194.8	14.8	1	-2	3.4	-1.0	-0.50	31	11	3	27	50



\* Summaries for groups of fewer than 10 students are not shown, as the sample size may be too small for acceptable statistical reliability.

‡Growth Count provided reflects students with MAP results in both the Start and End terms. Observed Growth calculation is based on that student data.



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#### **COHORT GRADUATE OUTCOMES**

#### COLLEGE GOING RATE

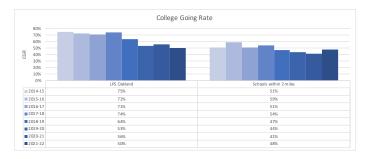


Category Description Total
Reporting Description Total (all HS completers)
Comparison Group (Multiple Items)

 Average of CGR
 Column Labels
 2015-16
 2016-17
 2017-18
 2018-19
 2019-20
 2020-21
 2021-21

 LPS Oakland
 75%
 72%
 71%
 74%
 64%
 53%
 56%
 50%

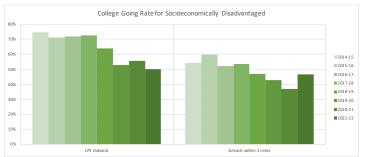
 Schools within 2 miles
 51%
 55%
 51%
 54%
 47%
 44%
 41%
 48%



Source: DataQuest College-Going Rate for CA High School Students

#### COLLEGE GOING RATE: STUDENT GROUP COMPARISON (SCHOOLS WITHIN 2 MILES OF LPS OAKLAND)

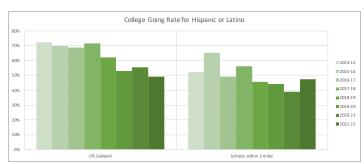
Student Group	Socioeconomi	ically Disady	antaged					
Average of CGR	Column Label	s						
Row Labels	2014-15 2	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
LPS Oakland	75%	71%	72%	73%	64%	53%	55%	50%
Schools within 2 miles	54%	60%	52%	54%	47%	43%	37%	47%



Source: DataQuest College-Going Rate for CA High School Students

#### COLLEGE GOING RATE: STUDENT GROUP COMPARISON (SCHOOLS WITHIN 2 MILES OF LPS OAKLAND)

Student Group	nispanic or i	Latino						
Average of CGR	Column Lab	els						
Row Labels	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
LPS Oakland	72%	70%	69%	72%	62%	53%	55%	49%
Schools within 2 miles	52%	65%	49%	56%	46%	44%	39%	47%



Source: DataQuest College-Going Rate for CA High School Students



LEGE DURING FALL AFTER HIGH SCHOOL

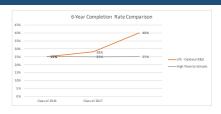
PERCENT	OF SIL	JDENIS	ENKOLL	ED IN	COLLEGI
COMPARIS	SON TO	NATIONA	AL AVERA	ces	

COLLEGE PERSISTENCE (FRI	ESHMAN TO SOF	HOMORE)				
Percentages			2018		2020	2021
LPS - Oakland R&D	79%	84%	71%	69%	58%	80%
High Poverty Schools	77%	76%	76%	73%	72%	76%



#### PERCENT OF STUDENTS EARNING A COLLEGE DEGREE

			Class of
Percentages	Class of 2015	Class of 2016	
LPS - Oakland R&D	25%	28%	40%
High Poverty Schools	25%	25%	25%



				Total			%	%	%
0000	2211221		.,	Enrollm	%	0/ FI	Foster		Migran
CDSCode	SCHOOL	DISTRICT	Year	ent	FRPM	% EL	Youth	ess	t
	· · ·	Oakland Unified	2024	218	60.0%	37.2%	0.5%	0.0%	0.0%
	AIMS College Prep High	Oakland Unified	2024	368	74.0%	19.3%	0.5%	0.0%	0.0%
		Alameda County Office of Educat		132	93.0%	53.8%	0.0%	1.5%	0.0%
	Alternatives in Action	Alameda County Office of Educat		132	93.0%	53.8%	0.0%	1.5%	0.0%
01612590115238		Oakland Unified	2024	400	78.0%	33.3%	0.3%	0.0%	0.0%
01613090130849		San Lorenzo Unified	2024	1542	68.0%	12.4%	0.1%	0.9%	0.3%
	Aspire Golden State College		2024	436	92.0%	27.8%	0.9%	1.6%	0.0%
	Aspire Lionel Wilson College		2024	406	86.0%	21.2%	0.0%	1.5%	0.0%
01612590106906 B	, ,,	Oakland Unified	2024	309	80.0%	26.2%	0.6%	5.5%	0.0%
01611920133009 B		Hayward Unified	2024	132	89.0%	25.0%	2.3%	4.5%	0.8%
01612590125161		Oakland Unified	2024	698	99.0%	47.3%	0.6%	19.5%	0.1%
	Coliseum College Prep Acad		2024	780	98.0%	42.7%	0.8%	3.3%	0.0%
	, , ,	Oakland Unified	2024	89		21.3%	1.1%	9.0%	0.0%
01613090111799 E		San Lorenzo Unified	2024	133	87.0%	21.1%	0.0%	3.0%	0.0%
01612590129932 E	East Bay Innovation Academ	Oakland Unified	2024	502	36.0%	9.6%	0.2%	0.0%	0.0%
01612590125716 F	Fremont High	Oakland Unified	2024	1186	99.0%	54.4%	0.7%	14.4%	0.0%
01612590119859	Gateway to College High at L	Oakland Unified	2024	98	83.0%	7.1%	2.0%	3.1%	0.0%
01611920133629 H	Hayward High	Hayward Unified	2024	1667	70.0%	10.0%	0.2%	2.9%	0.8%
01611920127944 H	Hayward Twin Oaks Montess	Hayward Unified	2024	617	59.0%	15.1%	0.0%	0.2%	0.0%
01612590121376 H	Home and Hospital Program	Oakland Unified	2024	9	100.0%	44.4%	11.1%	0.0%	0.0%
01611920137646 II	mpact Academy of Arts & Te	Hayward Unified	2024	760	59.0%	20.0%	0.1%	0.0%	0.0%
01612596114011 I	ndependent Study, Sojourr	Oakland Unified	2024	573	97.0%	26.4%	1.6%	7.7%	0.0%
01613090114421 K	KIPP King Collegiate High	San Lorenzo Unified	2024	690	73.0%	14.5%	0.0%	1.7%	0.0%
01611920108670 L	Leadership Public Schools -	Hayward Unified	2024	557	54.0%	10.8%	0.0%	0.0%	0.0%
01612590130575 L	LIFE Academy	Oakland Unified	2024	441	97.0%	37.2%	1.4%	8.4%	0.0%
01612590108944 L	ighthouse Community Cha	Oakland Unified	2024	302	93.0%	29.5%	0.3%	2.6%	0.0%
01612910134528 L	Lincoln High (Continuation)	San Leandro Unified	2024	165	67.0%	26.1%	1.2%	1.8%	0.0%
01612596066450 N	Madison Park Academy 6-12	Oakland Unified	2024	664	99.0%	39.9%	0.6%	6.5%	0.0%
01612590110189 N	McClymonds High	Oakland Unified	2024	265	94.0%	5.7%	1.5%	8.3%	0.0%
01612590100701 N		Oakland Unified	2024	237	93.0%	19.4%	0.8%	5.1%	0.4%
01611920135319 N		Hayward Unified	2024	1892	79.0%	10.6%	0.1%	2.6%	1.7%
	Oakland Charter High	Oakland Unified	2024	359	56.0%	29.2%	0.3%	0.0%	0.0%

01612590135905	Oakland High	Oakland Unified	2024	1525	91.0%	22.1%	0.3%	7.6%	0.0%
01612590115667	Oakland International High	Oakland Unified	2024	290	100.0%	96.2%	0.3%	52.4%	0.0%
01612590130617	Oakland Military Institute, C	Oakland Unified	2024	518	89.0%	39.2%	0.4%	2.3%	0.0%
01612593030772	Oakland School for the Arts	Oakland Unified	2024	780	23.0%	0.8%	0.4%	0.1%	0.0%
01612590136051	Oakland Technical High	Oakland Unified	2024	1813	68.0%	6.9%	0.2%	3.5%	0.0%
01612590100065	Oakland Unity High	Oakland Unified	2024	304	97.0%	31.6%	0.3%	0.0%	0.0%
44698070110007	Ocean Grove Charter	San Lorenzo Valley Unified	2024	3212	26.0%	2.6%	0.0%	1.2%	0.0%
01612590118653	Ralph J. Bunche Continuation	Oakland Unified	2024	82	98.0%	19.5%	3.7%	15.9%	0.0%
01613090137745	Royal Sunset (Continuation)	San Lorenzo Unified	2024	118	79.0%	33.9%	0.0%	3.4%	0.0%
01612590130146	Rudsdale Continuation High	Oakland Unified	2024	304	99.0%	71.4%	0.7%	48.0%	0.0%
01612910137588	San Leandro High	San Leandro Unified	2024	2488	69.0%	17.5%	0.1%	1.2%	0.0%
01613090137810	San Lorenzo High	San Lorenzo Unified	2024	1136	85.0%	33.5%	0.5%	3.3%	0.6%
44698074436754	San Lorenzo Valley High	San Lorenzo Valley Unified	2024	622	20.0%	1.8%	0.3%	0.2%	0.0%
01612590137943	Skyline High	Oakland Unified	2024	1432	76.0%	14.2%	0.9%	5.4%	0.0%
44698074430179	SLVUSD Charter	San Lorenzo Valley Unified	2024	290	22.0%	0.7%	0.0%	0.0%	0.0%
01612590130179	Street Academy Alternative	Oakland Unified	2024	57	94.0%	12.3%	1.8%	5.3%	0.0%
01611920138339	Tennyson High	Hayward Unified	2024	1558	84.0%	38.6%	0.3%	8.9%	3.0%
01612590121228	Young Adult Program	Oakland Unified	2024	133	86.0%	20.3%	0.8%	2.3%	0.0%
01611920000000	District	Hayward Unified	2024	40386	76.8%	14.5%	0.2%	3.2%	1.7%
01612590000000	District	Oakland Unified	2024	90172	79.8%	16.5%	0.5%	6.8%	0.0%
01612910000000	District	San Leandro Unified	2024	17482	71.5%	12.2%	0.3%	1.1%	0.0%
01613090000000	District	San Lorenzo Unified	2024	18470	77.0%	15.6%	0.2%	2.8%	0.4%
44698070000000	District	San Lorenzo Valley Unified	2024	11080	26.2%	1.3%	0.3%	0.9%	0.0%
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#### For Access Queries

 $01612590126748 \text{ or } 01612590111856 \text{ or } 01612590115238 \text{ or } 01613090130849 \text{ or } 01612590118224 \text{ or } 01612590130666 \text{ or } 016125901069 \\01612910134528 \text{ or } 01612596066450 \text{ or } 01612590110189 \text{ or } 01612590100701 \text{ or } 01611920135319 \text{ or } 01612590114868 \text{ or } 016125901359 \\01611920000000 \text{ or } 01612590000000 \text{ or } 01612910000000 \text{ or } 01613090000000 \text{ or } 44698070000000 \\\text{For SQL Queries}$ 

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Am	Ind	% Asian	Filipino	% Hisp	Isl	White	More	d	е	ed	Charter	FundingType	Street
3.2%		0.5%		95.0%			0.5%	0.9%	High Sch	9-12	Υ	Directly funded	8601 MacA
41.3%		28.5%	0.8%	19.8%	0.3%	4.9%	2.7%	1.6%	High Sch	9-12	Υ	Directly funded	746 Grand
6.1%				93.9%					High Sch	9-12	Υ	Directly funded	6221 East 1
6.1%				93.9%					High Sch	9-12	Υ	Directly funded	6221 East 1
1.8%		0.5%	0.8%	94.3%		0.3%	0.3%	2.3%	High Sch	9-12	Υ	Directly funded	3301 East 1
5.1%	0.5%	22.8%	9.9%	48.4%	1.9%	8.1%	2.9%	0.5%	High Sch	9-12	N	No Data	15701 Lor€
15.6%	0.7%	0.2%		78.7%	0.5%	0.7%		3.7%	K-12 Sch	6-12	Υ	Directly funded	1009 66th
4.2%		0.5%		94.1%	0.5%			0.7%	K-12 Sch	6-12	Υ	Directly funded	400 105th
19.1%	0.3%	1.0%	0.7%	73.5%		1.0%	1.3%	3.2%	K-12 Sch	6-12	Υ	Directly funded	8251 Fonta
9.1%			0.8%	82.6%	4.6%	0.8%	2.3%		Continu	11-12	N	No Data	22100 Prin
28.8%	0.3%	1.4%	0.7%	60.9%	2.3%	1.2%	3.2%	1.3%	High Sch	9-12	N	No Data	8601 MacA
15.4%		2.4%	0.4%	78.2%	0.1%	1.5%	1.0%	0.9%	K-12 Sch	6-12	N	No Data	1390 66th
38.2%	1.1%	5.6%	1.1%	44.9%		2.3%	5.6%	1.1%	Continu	10-12	N	No Data	1111 2nd <i>A</i>
16.5%	1.5%	2.3%	4.5%	66.2%	6.0% 3.0%		3.0%		Alternat	9-12	N	No Data	50 East Lew
27.3%		3.6%	1.0%	39.2%			8.8%	3.2%	K-12 Sch	6-12	Υ	Directly funded	3400 Malco
15.7%	0.5%	2.5%	0.5%	73.7%	1.9%	3.2%	0.7%	1.4%	High Sch	9-12	N	No Data	4610 Footh
25.5%		6.1%	3.1%	43.9%		9.2%	5.1%	7.1%	Alternat	10-12	N	No Data	900 Fallon
11.8%	0.5%	4.4%	4.0%	67.6%	2.9%	4.5%	4.0%	0.4%	High Sch	9-12	N	No Data	1633 East A
4.1%		10.1%	5.2%	48.8%	1.0%	13.0%	6.8%	11.2%	K-12 Sch	1-12	Υ	Directly funded	951 Palisad
22.2%			11.1%	55.6%		11.1%			K-12 Sch	1-12	N	No Data	915 54th S
3.8%	0.1%	9.6%	7.9%	64.6%	4.6%	3.8%	5.0%	0.5%	K-12 Sch	6-12	Υ	Directly funded	2560 Darw
33.5%	0.7%	5.4%	1.1%	29.1%	1.4%	19.2%	7.0%	2.6%	Alternat	K-12	N	No Data	8251 Fonta
10.1%		28.7%	2.9%	51.3%	0.4%	3.8%	2.8%		High Sch	9-12	Υ	Directly funded	2005B Via I
4.3%	0.2%	9.0%	11.1%	66.3%	3.1%	3.1%	2.0%	1.1%	High Sch	9-12	Υ	Directly funded	28000 Cala
3.6%		3.0%		91.4%		0.5%	0.7%	0.9%	K-12 Sch	6-12	N	No Data	2101 35th
7.3%		0.7%	0.3%	86.8%	0.7%	3.3%	0.3%	0.7%	High Sch	9-12	Υ	Directly funded	444 Hegent
23.0%	1.8%	3.6%	2.4%	61.8%	0.6%	5.5%		1.2%	Continu	11-12	N	No Data	2600 Teaga
11.5%		1.1%	0.2%	80.9%	2.7% 1.1%		0.8%	2.0%	K-12 Sch	6-12	N	No Data	400 Capistr
71.7%	0.4%	1.9%	0.4%	14.0%	2.3% 2.3%		4.2%	3.0%	High Sch	9-12	N	No Data	2607 Myrtl
23.6%	0.4%	7.6%	0.4%	53.2%			4.6%	0.8%	High Sch	9-12	N	No Data	314 East Te
6.7%	0.2%	10.2%	12.1%	60.6%	3.8%	2.8%	3.5%	0.1%	High Sch	9-12	N	No Data	2300 Panar
5.6%	0.6%	27.0%	0.6%	63.8%	0.6%	1.1%	0.8%		High Sch		Υ	Directly funded	2433 Cooli

20.9%	0.5%	27.7%	1.5%	40.2%	0.2%	3.2%	4.7%	1 3%	High Sch	9-12	N	No Data	1023 MacA
2.8%	0.570	7.2%	1.570	80.0%	0.270	6.6%	0.3%		Alternat		N	No Data	4521 Webs
			0.20/	66.0%	0.20/			3.170			Y		
17.0%	0.40/	12.9%	0.2%		0.2%	1.4%	2.3%	4.60/	K-12 Sch		•	Directly funded	3877 Lusk \$
22.1%	0.4%	5.5%	0.1%	21.4%	0.5%	31.4%	14.0%		K-12 Sch		Υ	Directly funded	530 18th S
29.8%	0.1%	16.2%	0.8%	20.3%	0.2%	19.5%	10.4%		High Sch		N	No Data	4351 Broad
4.0%		0.3%	0.3%	66.8%		0.7%	0.7%	27.3%	High Sch	9-12	Υ	Directly funded	6038 Branr
1.0%	0.1%	9.2%	1.5%	28.4%	0.7%	38.0%	8.8%	12.2%	K-12 Sch	K-12	Υ	Directly funded	16900 Nor
41.5%		2.4%	1.2%	45.1%	1.2%	2.4%	2.4%	3.7%	Continu	9-12	N	No Data	1240 18th
12.7%		5.9%	5.1%	66.1%	2.5%	5.9%		1.7%	Continu	11-12	N	No Data	20450 Roy
10.2%		0.7%		88.2%		0.3%	0.7%		Continu	9-12	N	No Data	8251 Fonta
12.6%	0.5%	16.5%	7.0%	50.5%	1.1%	6.5%	4.5%	0.8%	High Sch	9-12	N	No Data	2200 Bancr
10.1%	0.4%	6.4%	4.7%	70.5%	1.6%	4.0%	2.2%	0.2%	High Sch	9-12	N	No Data	50 East Lew
0.8%	0.2%	0.3%	0.5%	11.9%	0.2%	79.1%	6.9%	0.2%	High Sch	9-12	N	No Data	7105 Highv
20.5%	0.4%	10.8%	1.5%	39.9%	1.3%	13.3%	10.2%	2.1%	High Sch	9-12	N	No Data	12250 Skyl
0.7%				11.7%		74.5%	11.7%	1.4%	K-12 Sch	K-12	Υ	Locally funded	325 Marior
45.6%	1.8%	1.8%		42.1%		1.8%	5.3%	1.8%	Alternat	9-12	N	No Data	417 29th S
5.1%	0.1%	6.5%	4.6%	77.5%	3.5%	1.4%	1.4%		High Sch	9-12	N	No Data	27035 Whi
38.4%		9.8%	3.0%	36.1%		9.0%	2.3%	1.5%	Special E	12	N	No Data	915 54th S
6.9%	0.2%	8.4%	6.5%	65.8%	3.1%	4.0%	4.2%	0.9%	No Data	No Data	No Data	No Data	24411 Ama
20.0%	0.3%	9.4%	0.7%	50.2%	0.7%	10.1%	6.0%	2.6%	No Data	No Data	No Data	No Data	1000 Broad
11.4%	0.5%	18.0%	5.6%	49.2%	0.9%	7.5%	4.8%	2.2%	No Data	No Data	No Data	No Data	835 East 14
7.8%	0.2%	17.0%	6.4%	58.1%	1.4%	5.4%	3.4%	0.3%	No Data	No Data	No Data	No Data	15510 Ush
0.7%	0.1%	5.5%	1.0%	22.9%	0.4%	53.2%	8.9%	7.3%	No Data	No Data	No Data	No Data	325 Marior

06 or 01611920133009 or 01612590125161 or 01612590112797 or 01612590132688 or 01613090111799 or 01612590129932 or 016 05 or 01612590115667 or 01612590130617 or 01612593030772 or 01612590136051 or 01612590100065 or 44698070110007 or 016

Ale Cory 2-2714         06/22/2006         All Comparison Schools         Comparison Schools           Ale Cory 2-2714         09/04/2001         All Comparison Schools         Within 2 miles           Ale Cory 2-27207         All Comparison Schools         Within 2 miles           Ale Cory 2-2940         08/27/2007         All Comparison Schools         Similar % EL           Ale Cory 2-2940         08/27/2007         All Comparison Schools         Comparison Schools           Ale Cory 2-2940         08/27/2007         All Comparison Schools         Comparison Schools           Ale Cory 2-2940         08/27/2008         All Comparison Schools         Comparison Schools           Ale Cory 2-2940         08/05/2008         All Comparison Schools         Comparison Schools           Ale Cory 2-2940         08/05/2008         All Comparison Schools         Comparison Schools           Ale Cory 2-2940         08/30/2004         All Comparison Schools         Comparison Schools           Ale Cory 2-2941         All Comparison Schools         Within 2 miles           Ale Cory 2-2952         O7/01/1980         All Comparison Schools         Comparison Schools           Ale Cory 2-2952         O7/01/2016         All Comparison Schools         Comparison Schools           Ale Cory 2-2952         O7/01/2018         All Com				
1605-4037         08/21/2012         LPS Oakland         LPS Oakland           1607-2714         06/22/2006         All Comparison Schools         Comparison Schools           1621-4107         09/04/2001         All Comparison Schools         Within 2 miles           1621-4107         09/04/2001         All Comparison Schools         Within 2 miles           1601-2940         08/27/2007         All Comparison Schools         Comparison Schools           1610-3430         08/05/2008         All Comparison Schools         Similar % EL, Within 2 miles           1603-2968         09/01/2002         All Comparison Schools         Comparison Schools           1605-4109         08/30/2004         All Comparison Schools         Within 2 miles           1605-409         08/30/2004         All Comparison Schools         Comparison Schools           1605-4037         08/29/2011         All Comparison Schools         Within 2 miles           1605-4037         08/28/2006         All Comparison Schools         Comparison Schools           1606-2285         07/01/1980         All Comparison Schools         Comparison Schools           1606-2285         07/01/2006         All Comparison Schools         Comparison Schools           1606-3408         08/27/2012         All Comparison Schools         Com	Zin	OnanData	Comparison Type	Comparison Group
All Comparison Schools  Georganison Schools  Georga	94605-4037			
4621-4107         09/04/2001         All Comparison Schools         Within 2 miles           4621-4107         09/04/2001         All Comparison Schools         Within 2 miles           4601-2940         08/27/2007         All Comparison Schools         Similar % EL           4601-2940         08/27/2007         All Comparison Schools         Comparison Schools           4601-3430         08/05/2008         All Comparison Schools         Similar % EL, Within 2 miles           4603-2968         09/01/2002         All Comparison Schools         Comparison Schools           4605-4109         08/30/2004         All Comparison Schools         Within 2 miles           4605-4037         08/29/2011         All Comparison Schools         Within 2 miles           4605-4037         08/28/2006         All Comparison Schools         Comparison Schools           4605-4037         08/28/2006         All Comparison Schools         Comparison Schools           4606-2285         07/01/1980         All Comparison Schools         Comparison Schools           4605-5353         08/18/2014         All Comparison Schools         Comparison Schools           4607-4808         08/20/2009         All Comparison Schools         Comparison Schools           4542-1048         08/26/2013         All Comparison Schools	94607-2714			
4621-4107         09/04/2001         All Comparison Schools         Within 2 miles           4601-2940         08/27/2007         All Comparison Schools         Similar % EL           4580-1407         07/01/1980         All Comparison Schools         Comparison Schools           4610-3430         08/05/2008         All Comparison Schools         Similar % EL, Within 2 miles           4603-2968         09/01/2002         All Comparison Schools         Within 2 miles           4605-4109         08/30/2004         All Comparison Schools         Within 2 miles           4605-4037         08/29/2011         All Comparison Schools         Comparison Schools           4605-4037         08/29/2011         All Comparison Schools         Within 2 miles           4606-2285         07/01/1980         All Comparison Schools         Comparison Schools           4606-2285         07/01/2006         All Comparison Schools         Comparison Schools           4605-5353         08/18/2014         All Comparison Schools         Comparison Schools           4607-4808         08/20/2009         All Comparison Schools         Comparison Schools           4608-3142         08/31/2009         All Comparison Schools         Comparison Schools           4608-3140         09/03/1996         All Comparison Schools	94621-4107			
4601-2940         08/27/2007         All Comparison Schools         Similar % EL           4580-1407         07/01/1980         All Comparison Schools         Comparison Schools           4610-3430         08/05/2008         All Comparison Schools         Similar % EL, Within 2 mil           4603-2968         09/01/2002         All Comparison Schools         Comparison Schools           4605-4109         08/30/2004         All Comparison Schools         Within 2 miles           4541-3817         07/01/1980         All Comparison Schools         Comparison Schools           4605-4037         08/29/2011         All Comparison Schools         Within 2 miles           4606-2285         07/01/1980         All Comparison Schools         Comparison Schools           4606-2285         07/01/2006         All Comparison Schools         Comparison Schools           4605-5353         08/18/2014         All Comparison Schools         Within 2 miles           4601-4618         08/27/2012         All Comparison Schools         Comparison Schools           4608-3142         08/26/2013         All Comparison Schools         Comparison Schools           4608-3142         08/31/2009         All Comparison Schools         Comparison Schools           4605-4109         09/03/1996         All Comparison Schools	94621-4107		·	
4580-1407         07/01/1980         All Comparison Schools         Comparison Schools           4610-3430         08/05/2008         All Comparison Schools         Similar % EL, Within 2 miles           4603-2968         09/01/2002         All Comparison Schools         Within 2 miles           4605-4109         08/30/2004         All Comparison Schools         Within 2 miles           4605-4037         08/29/2011         All Comparison Schools         Within 2 miles           4605-4037         08/28/2006         All Comparison Schools         Similar % EL, Within 2 miles           4606-2285         07/01/1980         All Comparison Schools         Comparison Schools           4606-2285         07/01/1980         All Comparison Schools         Comparison Schools           4605-5353         08/18/2014         All Comparison Schools         Within 2 miles           4607-4808         08/20/2009         All Comparison Schools         Comparison Schools           4607-4808         08/20/2009         All Comparison Schools         Comparison Schools           4608-3142         08/31/2009         All Comparison Schools         Comparison Schools           4608-3142         08/31/2009         All Comparison Schools         Comparison Schools           4605-4109         09/03/1996         All Comparison	94601-2940		<u> </u>	Similar % EL
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All Comparison Schools	94605-4037	08/29/2011	All Comparison Schools	Within 2 miles
All Comparison Schools Within 2 miles All Comparison Schools Within 2 miles All Comparison Schools Comparison Schools All Comparison Schools Similar & EL	94621-3506	08/28/2006	All Comparison Schools	Similar % EL, Within 2 mi
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4605-4109       09/03/1996       All Comparison Schools       Within 2 miles         4580-1315       09/05/2007       All Comparison Schools       Comparison Schools         4545-4600       08/29/2005       All Comparison Schools       Comparison Schools         4601-3124       09/04/2001       All Comparison Schools       Similar % EL         4621-1418       09/06/2005       All Comparison Schools       Comparison Schools         4579-1222       07/01/1980       All Comparison Schools       Similar % EL         4603-3520       07/01/1980       All Comparison Schools       Similar % EL         4607-3415       09/06/2005       All Comparison Schools       Comparison Schools	94608-3142	08/31/2009	All Comparison Schools	Similar % EL
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	94603-3520		All Comparison Schools	
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	94606-2302		All Comparison Schools	
	94545-4662		<u> </u>	
All Comparison Schools Similar % EL	94601-2630	08/22/2007	All Comparison Schools	Similar % EL

94610-3930	07/01/1980	All Comparison Schools	Comparison Schools
94609-2140	08/27/2007	All Comparison Schools	Comparison Schools
94608-3822	08/13/2001	All Comparison Schools	Similar % EL
94612-1512	09/04/2002	All Comparison Schools	Comparison Schools
94611-4612	07/01/1980	All Comparison Schools	Comparison Schools
94605-1544	09/02/2003	All Comparison Schools	Similar % EL, Within 2 mi
95006	08/29/2005	All Comparison Schools	Comparison Schools
94607-2223	08/25/2008	All Comparison Schools	Comparison Schools
94541-4712	07/01/1980	All Comparison Schools	Similar % EL
94605-4109	07/01/1980	All Comparison Schools	Within 2 miles
94577-6108	07/01/1980	All Comparison Schools	Comparison Schools
94580-1732	07/01/1980	All Comparison Schools	Similar % EL
95018-9718	07/01/1980	All Comparison Schools	Comparison Schools
94619-2425	07/01/1980	All Comparison Schools	Comparison Schools
95005-9403	08/30/1993	All Comparison Schools	Comparison Schools
94609-3510	07/01/1980	All Comparison Schools	Comparison Schools
94544-4099	07/01/1980	All Comparison Schools	Similar % EL
94608-3142	08/03/2009	All Comparison Schools	Comparison Schools
94544-1301	No Data	Hayward Unified	Hayward Unified
94607-4099	No Data	Oakland Unified	Oakland Unified
94577-3767	No Data	San Leandro Unified	San Leandro Unified
94580-1641	No Data	San Lorenzo Unified	San Lorenzo Unified
95005-9403	No Data	San Lorenzo Valley Unified	San Lorenzo Valley Unifie
		State	State

 $12590125716 \text{ or } 01612590119859 \text{ or } 01611920133629 \text{ or } 01611920127944 \text{ or } 01612590121376 \text{ or } 01611920137646 \text{ or } 01612596114011 \text{ c} \\ 12590118653 \text{ or } 01613090137745 \text{ or } 01612590130146 \text{ or } 01612910137588 \text{ or } 01613090137810 \text{ or } 44698074436754 \text{ or } 01612590137943 \text{ c} \\ 01612590137646 \text{ or } 016$ 

CDSCode	SCHOOL	DISTRICT	Year	Total Enrollment	% FRPM	% EL	% Foster Youth	% Homeless	% Migrant	% Af Am	% Am Ind	% Asian	% Filipino	% Hisp	% Pac Isl	% White	% 2 or More	% Not reported	SOCType	GSserved	Charter	Funding Type	Street	Zip	OpenDate	Comparis on Type	Comparis on Group
01612590 126748	LPS Oakland	Oakland Unified	2024	218	60.0%	37.2%	0.5%	0.0%	0.0%	3.2%		0.5%		95.0%			0.5%	0.9%	High Schools (Public)	9-12	Y	Directly funded	8601 MacArthur Boulevard, Building 100	94605-4037	08/21/2012	LPS Oakland	LPS Oakland
01612590 111856	AIMS College Prep High	Oakland Unified	2024	368	74.0%	19.3%	0.5%	0.0%	0.0%	41.3%		28.5%	0.8%	19.8%	0.3%	4.9%	2.7%	1.6%	High Schools (Public)	9-12	Y	Directly funded	746 Grand Avenue	94607-2714	06/22/2006	All Comparis on Schools	Comparis on Schools
01100170 130625	Alternatives in Action	Alameda County Office of Education	2024	132	93.0%	53.8%	0.0%	1.5%	0.0%	6.1%				93.9%					High Schools (Public)	9-12	Y	Directly funded	6221 East 17th Street	94621-4107	09/04/2001	All Comparis on Schools	Within 2 miles
01611190 130625	Alternatives in Action	Alameda County Office of Education	2024	132	93.0%	53.8%	0.0%	1.5%	0.0%	6.1%				93.9%					High Schools (Public)	9-12	Y	Directly funded	6221 East 17th Street	94621-4107	09/04/2001	All Comparis on Schools	Within 2 miles
01612590 115238	ARISE High	Oakland Unified	2024	400	78.0%	33.3%	0.3%	0.0%	0.0%	1.8%		0.5%	0.8%	94.3%		0.3%	0.3%	2.3%	High Schools (Public)	9-12	Y	Directly funded	3301 East 12th Street, Suite 205	94601-2940	08/27/2007	All Comparis on Schools	Similar % EL
01613090 130849	Arroyo High	San Lorenzo Unified	2024	1542	68.0%	12.4%	0.1%	0.9%	0.3%	5.1%	0.5%	22.8%	9.9%	48.4%	1.9%	8.1%	2.9%	0.5%	High Schools (Public)	9-12	N	No Data	15701 Lorenzo Avenue	94580-1407	07/01/1980	All Comparis on Schools	Comparis on Schools
01612590 118224	Aspire Golden State College Preparatory Academy	Oakland Unified	2024	436	92.0%	27.8%	0.9%	1.6%	0.0%	15.6%	0.7%	0.2%		78.7%	0.5%	0.7%		3.7%	K-12 Schools (Public)	6-12	Y	Directly funded	1009 66th Avenue	94610-3430	08/05/2008	All Comparis on Schools	Similar % EL, Within 2 miles
01612590 130666	Aspire Lionel Wilson College Preparatory Academy	Oakland Unified	2024	406	86.0%	21.2%	0.0%	1.5%	0.0%	4.2%		0.5%		94.1%	0.5%			0.7%	K-12 Schools (Public)	6-12	Y	Directly funded	400 105th Avenue	94603-2968	09/01/2002	All Comparis on Schools	Comparis on Schools
01612590 106906	Bay Area Technology	Oakland Unified	2024	309	80.0%	26.2%	0.6%	5.5%	0.0%	19.1%	0.3%	1.0%	0.7%	73.5%		1.0%	1.3%	3.2%	K-12 Schools (Public)	6-12	Y	Directly funded	8251 Fontaine Street	94605-4109	08/30/2004	All Comparis on Schools	Within 2 miles
01611920 133009	Brenkwitz High	Hayward Unified	2024	132	89.0%	25.0%	2.3%	4.5%	0.8%	9.1%			0.8%	82.6%	4.6%	0.8%	2.3%		Continuati on High Schools	11-12	N	No Data	22100 Princeton Street	94541-3817	07/01/1980	All Comparis on Schools	Comparis on Schools
01612590 125161	Castlemont High	Oakland Unified	2024	698	99.0%	47.3%	0.6%	19.5%	0.1%	28.8%	0.3%	1.4%	0.7%	60.9%	2.3%	1.2%	3.2%	1.3%	High Schools (Public)	9-12	N	No Data	8601 MacArthur Boulevard	94605-4037	08/29/2011	All Comparis on Schools	Within 2 miles
01612590 112797	Coliseum College Prep Academy	Oakland Unified	2024	780	98.0%	42.7%	0.8%	3.3%	0.0%	15.4%		2.4%	0.4%	78.2%	0.1%	1.5%	1.0%	0.9%	K-12 Schools (Public)	6-12	N	No Data	1390 66th Avenue	94621-3506	08/28/2006	All Comparis on Schools	Similar % EL, Within 2 miles
01612590 132688	Dewey Academy High	Oakland Unified	2024	89	100.0%	21.3%	1.1%	9.0%	0.0%	38.2%	1.1%	5.6%	1.1%	44.9%		2.3%	5.6%	1.1%	Continuati on High Schools	10-12	N	No Data	1111 2nd Avenue	94606-2285	07/01/1980	All Comparis on Schools	Comparis on Schools
01613090 111799	East Bay Arts High	San Lorenzo Unified	2024	133	87.0%	21.1%	0.0%	3.0%	0.0%	16.5%	1.5%	2.3%	4.5%	66.2%		6.0%	3.0%		Alternativ e Schools of Choice	9-12	N	No Data	50 East Lewelling Boulevard	94580-1732	07/01/2006	All Comparis on Schools	Comparis on Schools
01612590 129932	East Bay Innovation Academy	Oakland Unified	2024	502	36.0%	9.6%	0.2%	0.0%	0.0%	27.3%		3.6%	1.0%	39.2%	0.2%	16.7%	8.8%	3.2%	K-12 Schools (Public)	6-12	Y	Directly funded	3400 Malcolm Avenue	94605-5353	08/18/2014	All Comparis on Schools	Within 2 miles
01612590 125716	Fremont High	Oakland Unified	2024	1186	99.0%	54.4%	0.7%	14.4%	0.0%	15.7%	0.5%	2.5%	0.5%	73.7%	1.9%	3.2%	0.7%	1.4%	High Schools (Public)	9-12	N	No Data	4610 Foothill Boulevard	94601-4618	08/27/2012	All Comparis on Schools	Comparis on Schools
01612590 119859	Gateway to College High at Laney College	Oakland Unified	2024	98	83.0%	7.1%	2.0%	3.1%	0.0%	25.5%		6.1%	3.1%	43.9%		9.2%	5.1%	7.1%	Alternativ e Schools of Choice	10-12	N	No Data	900 Fallon Street	94607-4808	08/20/2009	All Comparis on Schools	Comparis on Schools
01611920 133629	Hayward High	Hayward Unified	2024	1667	70.0%	10.0%	0.2%	2.9%	0.8%	11.8%	0.5%	4.4%	4.0%	67.6%	2.9%	4.5%	4.0%	0.4%	High Schools (Public)	9-12	N	No Data	1633 East Avenue	94541-5314	07/01/1980	All Comparis on Schools	Comparis on Schools
01611920 127944	Hayward Twin Oaks Montessori	Hayward Unified	2024	617	59.0%	15.1%	0.0%	0.2%	0.0%	4.1%		10.1%	5.2%	48.8%	1.0%	13.0%	6.8%	11.2%	K-12 Schools (Public)	1-12	Y	Directly funded	951 Palisade Street	94542-1048	08/26/2013	All Comparis on Schools	Comparis on Schools

CDSCode	SCHOOL	DISTRICT	Year	Total Enrollment	% FRPM	% EL	% Foster Youth	% Homeless	% Migrant	% Af Am	% Am Ind	% Asian	% Filipino	% Hisp	% Pac Isl	% White	% 2 or More	% Not reported	SOCType	GSserved	Charter	Funding Type	Street	Zip	OpenDate	Comparis on Type	Comparis on Group
01612590 126748	LPS Oakland	Oakland Unified	2024	218	60.0%	37.2%	0.5%	0.0%	0.0%	3.2%		0.5%		95.0%			0.5%	0.9%	High Schools (Public)	9-12	Y	Directly funded	8601 MacArthur Boulevard, Building 100	94605-4037	08/21/2012	LPS Oakland	LPS Oakland
01612590 121376	Home and Hospital Program	Oakland Unified	2024	9	100.0%	44.4%	11.1%	0.0%	0.0%	22.2%			11.1%	55.6%		11.1%			K-12 Schools (Public)	1-12	N	No Data	915 54th Street	94608-3142	08/31/2009	All Comparis on Schools	Similar % EL
01611920 137646	Impact Academy of Arts & Technology	Hayward Unified	2024	760	59.0%	20.0%	0.1%	0.0%	0.0%	3.8%	0.1%	9.6%	7.9%	64.6%	4.6%	3.8%	5.0%	0.5%	K-12 Schools (Public)	6-12	Y	Directly funded	2560 Darwin Street	94545-3451	07/01/2018	All Comparis on Schools	Comparis on Schools
01612596 114011	Independent Study, Sojourner Truth	Oakland Unified	2024	573	97.0%	26.4%	1.6%	7.7%	0.0%	33.5%	0.7%	5.4%	1.1%	29.1%	1.4%	19.2%	7.0%	2.6%	Alternativ e Schools of Choice	K-12	N	No Data	8251 Fontaine Street	94605-4109	09/03/1996	All Comparis on Schools	Within 2 miles
01613090 114421	KIPP King Collegiate High	San Lorenzo Unified	2024	690	73.0%	14.5%	0.0%	1.7%	0.0%	10.1%		28.7%	2.9%	51.3%	0.4%	3.8%	2.8%		High Schools (Public)	9-12	Y	Directly funded	2005B Via Barrett	94580-1315	09/05/2007	All Comparis on Schools	Comparis on Schools
01611920 108670	Leadership Public Schools - Hayward	Hayward Unified	2024	557	54.0%	10.8%	0.0%	0.0%	0.0%	4.3%	0.2%	9.0%	11.1%	66.3%	3.1%	3.1%	2.0%	1.1%	High Schools (Public)	9-12	Y	Directly funded	28000 Calaroga Avenue	94545-4600	08/29/2005	All Comparis on Schools	Comparis on Schools
01612590 130575	LIFE Academy	Oakland Unified	2024	441	97.0%	37.2%	1.4%	8.4%	0.0%	3.6%		3.0%		91.4%		0.5%	0.7%	0.9%	K-12 Schools (Public)	6-12	N	No Data	2101 35th Avenue	94601-3124	09/04/2001	All Comparis on Schools	Similar % EL
01612590 108944	Lighthouse Community Charter High	Oakland Unified	2024	302	93.0%	29.5%	0.3%	2.6%	0.0%	7.3%		0.7%	0.3%	86.8%	0.7%	3.3%	0.3%	0.7%	High Schools (Public)	9-12	Y	Directly funded	444 Hegenberger Road	94621-1418	09/06/2005	All Comparis on Schools	Similar % EL
01612910 134528	Lincoln High (Continuati on)	San Leandro Unified	2024	165	67.0%	26.1%	1.2%	1.8%	0.0%	23.0%	1.8%	3.6%	2.4%	61.8%	0.6%	5.5%		1.2%	Continuati on High Schools	11-12	N	No Data	2600 Teagarden Street	94579-1222	07/01/1980	All Comparis on Schools	Comparis on Schools
01612596 066450	Madison Park Academy 6-12	Oakland Unified	2024	664	99.0%	39.9%	0.6%	6.5%	0.0%	11.5%		1.1%	0.2%	80.9%	2.7%	1.1%	0.8%	2.0%	K-12 Schools (Public)	6-12	N	No Data	400 Capistrano Drive	94603-3520	07/01/1980	All Comparis on Schools	Similar % EL
01612590 110189	McClymon ds High	Oakland Unified	2024	265	94.0%	5.7%	1.5%	8.3%	0.0%	71.7%	0.4%	1.9%	0.4%	14.0%	2.3%	2.3%	4.2%	3.0%	High Schools (Public)	9-12	N	No Data	2607 Myrtle Street	94607-3415	09/06/2005	All Comparis on Schools	Comparis on Schools
01612590 100701	MetWest High	Oakland Unified	2024	237	93.0%	19.4%	0.8%	5.1%	0.4%	23.6%	0.4%	7.6%	0.4%	53.2%		9.3%	4.6%	0.8%	High Schools (Public)	9-12	N	No Data	314 East Tenth Street	94606-2302	08/28/2003	All Comparis on Schools	Comparis on Schools
01611920 135319	Mt. Eden High	Hayward Unified	2024	1892	79.0%	10.6%	0.1%	2.6%	1.7%	6.7%	0.2%	10.2%	12.1%	60.6%	3.8%	2.8%	3.5%	0.1%	High Schools (Public)	9-12	N	No Data	2300 Panama Street	94545-4662	07/01/1980	All Comparis on Schools	Comparis on Schools
01612590 114868	Oakland Charter High	Oakland Unified	2024	359	56.0%	29.2%	0.3%	0.0%	0.0%	5.6%	0.6%	27.0%	0.6%	63.8%	0.6%	1.1%	0.8%		High Schools (Public)	9-12	Y	Directly funded	2433 Coolidge Avenue	94601-2630	08/22/2007	All Comparis on Schools	Similar % EL
01612590 135905	Oakland High	Oakland Unified	2024	1525	91.0%	22.1%	0.3%	7.6%	0.0%	20.9%	0.5%	27.7%	1.5%	40.2%	0.2%	3.2%	4.7%	1.3%	High Schools (Public)	9-12	N	No Data	1023 MacArthur Boulevard	94610-3930	07/01/1980	All Comparis on Schools	Comparis on Schools
01612590 115667	Oakland Internationa l High	Oakland Unified	2024	290	100.0%	96.2%	0.3%	52.4%	0.0%	2.8%		7.2%		80.0%		6.6%	0.3%	3.1%	Alternativ e Schools of Choice	9-12	N	No Data	4521 Webster Street	94609-2140	08/27/2007	All Comparis on Schools	Comparis on Schools
01612590 130617	Oakland Military Institute, College Preparatory Academy	Oakland Unified	2024	518	89.0%	39.2%	0.4%	2.3%	0.0%	17.0%		12.9%	0.2%	66.0%	0.2%	1.4%	2.3%		K-12 Schools (Public)	6-12	Y	Directly funded	3877 Lusk Street	94608-3822	08/13/2001	All Comparis on Schools	Similar % EL
01612593 030772	Oakland School for the Arts	Oakland Unified	2024	780	23.0%	0.8%	0.4%	0.1%	0.0%	22.1%	0.4%	5.5%	0.1%	21.4%	0.5%	31.4%	14.0%	4.6%	K-12 Schools (Public)	6-12	Y	Directly funded	530 18th Street	94612-1512	09/04/2002	All Comparis on Schools	Comparis on Schools
01612590 136051	Oakland Technical High	Oakland Unified	2024	1813	68.0%	6.9%	0.2%	3.5%	0.0%	29.8%	0.1%	16.2%	0.8%	20.3%	0.2%	19.5%	10.4%	2.8%	High Schools (Public)	9-12	N	No Data	4351 Broadway	94611-4612	07/01/1980	All Comparis on Schools	Comparis on Schools

CDSCode	SCHOOL	DISTRICT	Year	Total Enrollment	% FRPM	% EL	% Foster Youth	% Homeless	% Migrant	% Af Am	% Am Ind	% Asian	% Filipino	% Hisp	% Pac Isl	% White	% 2 or More	% Not reported	SOCType	GSserved	Charter	Funding Type	Street	Zip	OpenDate	Comparis on Type	Comparis on Group
01612590 126748	LPS Oakland	Oakland Unified	2024	218	60.0%	37.2%	0.5%	0.0%	0.0%	3.2%		0.5%		95.0%			0.5%	0.9%	High Schools (Public)	9-12	Y	Directly funded	8601 MacArthur Boulevard, Building 100	94605-4037	08/21/2012	LPS Oakland	LPS Oakland
01612590 100065	Oakland Unity High	Oakland Unified	2024	304	97.0%	31.6%	0.3%	0.0%	0.0%	4.0%		0.3%	0.3%	66.8%		0.7%	0.7%	27.3%	High Schools (Public)	9-12	Y	Directly funded	6038 Brann Street	94605-1544	09/02/2003	All Comparis on Schools	Similar % EL, Within 2 miles
44698070 110007	Ocean Grove Charter	San Lorenzo Valley Unified	2024	3212	26.0%	2.6%	0.0%	1.2%	0.0%	1.0%	0.1%	9.2%	1.5%	28.4%	0.7%	38.0%	8.8%	12.2%	K-12 Schools (Public)	K-12	Y	Directly funded	16900 North Highway Nine	95006	08/29/2005	All Comparis on Schools	Comparis on Schools
01612590 118653	Ralph J. Bunche Continuatio n High	Oakland Unified	2024	82	98.0%	19.5%	3.7%	15.9%	0.0%	41.5%		2.4%	1.2%	45.1%	1.2%	2.4%	2.4%	3.7%	Continuati on High Schools	9-12	N	No Data	1240 18th Street	94607-2223	08/25/2008	All Comparis on Schools	Comparis on Schools
01613090 137745	Royal Sunset (Continuati on)	San Lorenzo Unified	2024	118	79.0%	33.9%	0.0%	3.4%	0.0%	12.7%		5.9%	5.1%	66.1%	2.5%	5.9%		1.7%	Continuati on High Schools	11-12	N	No Data	20450 Royal Avenue	94541-4712	07/01/1980	All Comparis on Schools	Similar % EL
01612590 130146	Rudsdale Continuatio n High	Oakland Unified	2024	304	99.0%	71.4%	0.7%	48.0%	0.0%	10.2%		0.7%		88.2%		0.3%	0.7%		Continuati on High Schools	9-12	N	No Data	8251 Fontaine Street	94605-4109	07/01/1980	All Comparis on Schools	Within 2 miles
01612910 137588	San Leandro High	San Leandro Unified	2024	2488	69.0%	17.5%	0.1%	1.2%	0.0%	12.6%	0.5%	16.5%	7.0%	50.5%	1.1%	6.5%	4.5%	0.8%	High Schools (Public)	9-12	N	No Data	2200 Bancroft Avenue	94577-6108	07/01/1980	All Comparis on Schools	Comparis on Schools
01613090 137810	San Lorenzo High	San Lorenzo Unified	2024	1136	85.0%	33.5%	0.5%	3.3%	0.6%	10.1%	0.4%	6.4%	4.7%	70.5%	1.6%	4.0%	2.2%	0.2%	High Schools (Public)	9-12	N	No Data	50 East Lewelling Boulevard	94580-1732	07/01/1980	All Comparis on Schools	Similar % EL
44698074 436754	San Lorenzo Valley High	San Lorenzo Valley Unified	2024	622	20.0%	1.8%	0.3%	0.2%	0.0%	0.8%	0.2%	0.3%	0.5%	11.9%	0.2%	79.1%	6.9%	0.2%	High Schools (Public)	9-12	N	No Data	7105 Highway 9	95018-9718	07/01/1980	All Comparis on Schools	Comparis on Schools
01612590 137943	Skyline High	Oakland Unified	2024	1432	76.0%	14.2%	0.9%	5.4%	0.0%	20.5%	0.4%	10.8%	1.5%	39.9%	1.3%	13.3%	10.2%	2.1%	High Schools (Public)	9-12	N	No Data	12250 Skyline Boulevard	94619-2425	07/01/1980	All Comparis on Schools	Comparis on Schools
44698074 430179	SLVUSD Charter	San Lorenzo Valley Unified	2024	290	22.0%	0.7%	0.0%	0.0%	0.0%	0.7%				11.7%		74.5%	11.7%	1.4%	K-12 Schools (Public)	K-12	Y	Locally funded	325 Marion Avenue	95005-9403	08/30/1993	All Comparis on Schools	Comparis on Schools
01612590 130179	Street Academy Alternative High	Oakland Unified	2024	57	94.0%	12.3%	1.8%	5.3%	0.0%	45.6%	1.8%	1.8%		42.1%		1.8%	5.3%	1.8%	Alternativ e Schools of Choice	9-12	N	No Data	417 29th Street	94609-3510	07/01/1980	All Comparis on Schools	Comparis on Schools
01611920 138339	Tennyson High	Hayward Unified	2024	1558	84.0%	38.6%	0.3%	8.9%	3.0%	5.1%	0.1%	6.5%	4.6%	77.5%	3.5%	1.4%	1.4%		High Schools (Public)	9-12	N	No Data	27035 Whitman Road	94544-4099	07/01/1980	All Comparis on Schools	Similar % EL
01612590 121228	Young Adult Program	Oakland Unified	2024	133	86.0%	20.3%	0.8%	2.3%	0.0%	38.4%		9.8%	3.0%	36.1%		9.0%	2.3%	1.5%	Special Education Schools (Public)	12	N	No Data	915 54th Street	94608-3142	08/03/2009	All Comparis on Schools	Comparis on Schools
01611920 000000	District	Hayward Unified	2024	40386	76.8%	14.5%	0.2%	3.2%	1.7%	6.9%	0.2%	8.4%	6.5%	65.8%	3.1%	4.0%	4.2%	0.9%	No Data	No Data	No Data	No Data	24411 Amador Street	94544-1301	No Data	Hayward Unified	Hayward Unified
01612590 000000	District	Oakland Unified	2024	90172	79.8%	16.5%	0.5%	6.8%	0.0%	20.0%	0.3%	9.4%	0.7%	50.2%	0.7%	10.1%	6.0%	2.6%	No Data	No Data	No Data	No Data	1000 Broadway, Suite 450	94607-4099	No Data	Oakland Unified	Oakland Unified
01612910 000000	District	San Leandro Unified	2024	17482	71.5%	12.2%	0.3%	1.1%	0.0%	11.4%	0.5%	18.0%	5.6%	49.2%	0.9%	7.5%	4.8%	2.2%	No Data	No Data	No Data	No Data	835 East 14th Street, Suite 200	94577-3767	No Data	San Leandro Unified	San Leandro Unified
01613090 000000	District	San Lorenzo Unified	2024	18470	77.0%	15.6%	0.2%	2.8%	0.4%	7.8%	0.2%	17.0%	6.4%	58.1%	1.4%	5.4%	3.4%	0.3%	No Data	No Data	No Data	No Data	15510 Usher Street	94580-1641	No Data	San Lorenzo Unified	San Lorenzo Unified
44698070 000000	District	San Lorenzo Valley Unified	2024	11080	26.2%	1.3%	0.3%	0.9%	0.0%	0.7%	0.1%	5.5%	1.0%	22.9%	0.4%	53.2%	8.9%	7.3%	No Data	No Data	No Data	No Data	325 Marion Avenue	95005-9403	No Data	San Lorenzo Valley Unified	San Lorenzo Valley Unified



#### **Agenda Item Details**

Meeting Oct 10, 2024 - Board of Directors Meeting

Category 8. NEW BUSINESS

Subject B. APPROVAL OF THE LPS OAKLAND R&D PROGRAM IMPROVEMENT PLAN 2024-2026

Access Public

Type Action

Recommended

Action

APPROVE THE LPS OAKLAND R&D PROGRAM IMPROVEMENT PLAN 2024-2026

#### **Public Content**

OAKLAND R&D HIGH SCHOOL TWO-YEAR PROGRAM IMPROVEMENT PLAN (PIP) SCHOOL YEARS 2024–2026.pdf (2,566 KB)

Executive Summary\_ LPS Oakland R&D Program Improvement Plan 2024-2026.pdf (66 KB)

#### **Administrative Content**

#### **Executive Content**

#### **Motion & Voting**

APPROVE THE LPS OAKLAND R&D PROGRAM IMPROVEMENT PLAN 2024-2026

Motion by Jocelyn Lee, second by Irene St Roseman.

Final Resolution: Motion Carries

Yea: Emmanuel Barrera, Vaile Fujikawa, Elizabeth Baham, Jocelyn Lee, Irene St Roseman

# OAKLAND R&D HIGH SCHOOL TWO-YEAR PROGRAM IMPROVEMENT PLAN (PIP) SCHOOL YEARS 2024–2026

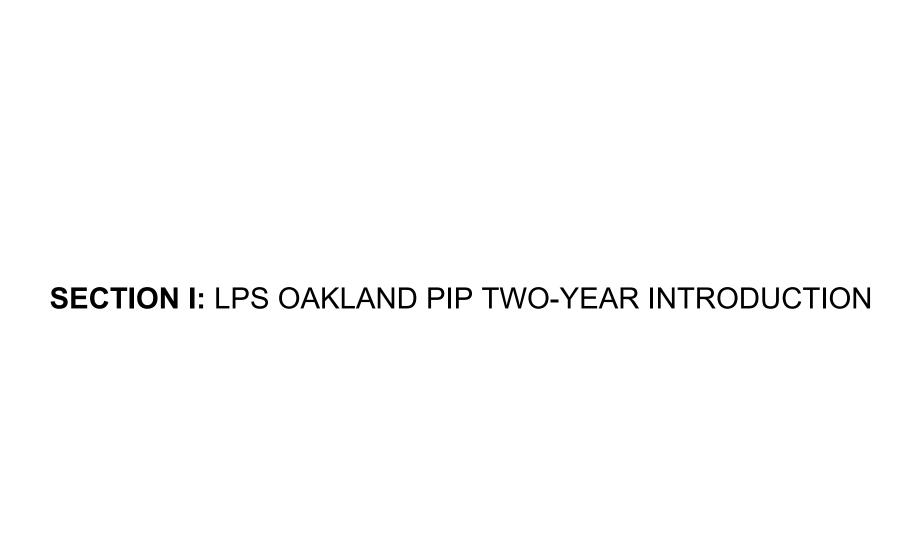


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## I. INTRODUCTION & DOCUMENT ORGANIZATION

#### A. Introduction

This Program Improvement Plan (PIP) is designed to strategically enhance the effectiveness of the LPS Oakland R&D Campus ('LPS Oakland') high school. It outlines a targeted approach to addressing specific areas of need, to improve student outcomes, instructional quality, and overall school performance. This PIP identifies key challenges using data-driven, research-based practices and implements focused interventions to support student achievement.

This plan is built on the principle of continuous improvement, ensuring that our efforts align with best practices in teaching and learning. Through clear goal-setting, collaboration, data analysis and ongoing progress monitoring, this PIP serves as our roadmap for achieving measurable improvements in areas such as student engagement, academic performance, and the effectiveness of teaching strategies. Ultimately, this plan is our commitment to fostering a learning environment that supports every student's success.

# **SECTION II:** LPS OAKLAND PIP TWO-YEAR GOALS 1 – 5

## I. OVERVIEW OF TWO YEAR GOALS

#### A. Context

According to SBAC scores, most ninth-grade students at LPS Oakland enter our school below the 30th percentile, which is lower than their peers in the Oakland Unified School District, Alameda County, and California (refer to **Table 1: LPS Oakland Incoming Grade 9 Students Enter LPS Oakland on Average at the 30th Percentile in ELA and Math)**. Despite entering LPS with lower rates of priori academic achievement, longitudinal data from LPS Oakland shows higher-than-average graduation and A-G rates compared to the state average (refer to **Appendix A: LPS Oakland Above Average Graduation Rates Compared to Peers 2022–2023** and **Appendix B: LPS Oakland A-G Rates 2018–2023**.

Table 1. LPS Oakland Incoming Grade 9 Students Enter LPS Oakland on Average at the 30th Percentile in ELA and Math

8th Grade CAASPP 2023	Entity for Incoming 9th Graders	Mean Scale Score	Percentile
ELA	State of California	2548.8	50%
ELA	Alameda County	2573.4	60%
ELA	OUSD	2515.5	40%
ELA	LPS Oakland	2479.1	30%
8th Grade CAASPP 2023	Entity for Incoming 9th Graders	Mean Scale Score	Percentile
Math	State of California	2518.1	50%
Math	Alameda County	2554.8	60%
Math	OUSD	2476.8	40%
Math	LPS Oakland	2455.3	30%

Although LPS Oakland consistently demonstrates above average graduation rates, over the past two years LPS Oakland's 11th-grade ELA and Math data, Suspension Data, and English Language Progress Data have been below state averages or below the state's Distance from Standard (DFS). This discrepancy between graduation rates and other performance indicators is the focus for our Improvement Plan.

More recent data show improvement from prior years. LPS Oakland 2023 Fall-to-2024 Spring NWEA MAP data show that some grade levels and student groups demonstrate 'a year growth' or 'above average growth' based on national data and NWEA MAP conditional growth index (CGI) measures. The conditional growth index (CGI) is a normative growth metric. LPS Oakland's demonstration of growth experienced during an implementation period of the data-informed, researched-based practices, including data from educational partners and student feedback, and the LPS Oakland Local Control and Accountability Plan (LCAP) was used to develop LPS Oakland's Two-Year Program Improvement Plan (PIP).

Leveraging the aforementioned, LPS Oakland R&D crafted this Two-Year PIP to enhance student learning outcomes, improve instructional quality, and foster a positive school climate and culture.

#### B. LPS OAKLAND R&D 2-YEAR PIP GOALS AT-A-GLANCE

- GOAL 1: Academic Performance: Improve student academic performance by fostering deeper engagement through meaningful learning experiences that connect curriculum to real-world applications, promote active participation, and support personalized pathways to success.
- GOAL 2: Family and Student Engagement: Improve systems to foster family and student engagement in school programs and enhance practices to promote a positive and a caring learning environment for all students.
- GOAL 3: Interventions: Remove barriers to attendance, learning, and graduation by offering wellness counseling, Tier 2 interventions, and credit recovery opportunities to students who are experiencing trauma, mental health challenges, or academic learning gaps.
- **GOAL 4: Enrollment:** Implement a comprehensive Enrollment Plan designed to share the educational program and philosophy with educational partners, community members and families, to reflect how LPS Oakland will meet students' specific learning, academic, and social-emotional needs and provide them with a quality education in a safe, culturally relevant, and caring school environment.
- **GOAL 5: Student Population:** Increase the enrollment and retention of African American students at LPS Oakland by implementing targeted outreach, engagement, and culturally supportive strategies.

#### C. PIP GOALS 1 & 2 RATIONALE, STRATEGIES FOR IMPROVEMENT, AND ALIGNMENT

PIP GOAL 1: Academic Performance: Improve student academic performance by fostering deeper engagement through meaningful learning experiences that connect curriculum to real-world applications, promote active participation, and support personalized pathways to success.

RATIONALE: Most ninth-grade LPS Oakland students enter the school below their expected grade level compared to students in Alameda County and the State of California, based on their eighth-grade California Assessment of Student Performance and Progress (CAASPP) scores. Additionally, 11th-grade CAASPP scores in ELA and Math at LPS Oakland are lower than the state's average. However, NWEA MAP growth data in Reading and Math and students' improved performance in dual enrollment courses show that LPS Oakland's use of data-informed, research-based practices is helping students accelerate their learning in English and Math and meet grade-level and college-level standards.

#### STRATEGIES FOR IMPROVEMENT:

- a. Continuously implement data-informed, research-based instructional practices.
- b. Increase teacher knowledge and use of instructional strategies that promote students' ability to articulate goals, make connections, develop critical thinking skills, foster engagement, differentiate challenges, and promote fluency and transfer.
- c. Expand opportunities/offerings for student engagement through the Linked Learning aligned Career Technical Education (CTE) pathway, Dual Enrollment (DE) courses, College Counseling, and Advanced Placement (AP) classes.

School Program Alignment: LCAP Goal Connection: LCAP Goal #1: Academic Performance and Engagement

PIP GOAL 2: Family and Student Engagement: Improve systems to foster family and student engagement in school programs and enhance practices to promote a positive and a caring learning environment for all students.

**RATIONALE:** During and after the pandemic, LPS Oakland faced significant staff turnover, including the departure of several administrators and the hiring of a new LPS Network superintendent, along with challenges related to labor relations. This turnover adversely impacted the comprehensive support systems for students, families, and educational partners, contributing to declining student enrollment. Furthermore, the instability created an uncertain climate and culture within the school community, making maintaining strong relationships among staff, students, and families challenging. In response, LPS Oakland has prioritized strengthening sustainable practices related to working conditions and school climate. As a result, the school now enjoys a stable administration and instructional staff, which fosters a renewed focus on building stronger, healthier connections among all stakeholders, positively enhancing the overall climate and culture of the school.

#### STRATEGIES FOR IMPROVEMENT:

- a. Expand restorative justice and conflict resolution practices to ensure that all staff can respond in ways that meet all students' social-emotional needs.
- b. Promote family and community commitment to student success by engaging educational partners and providing them with effective platforms to encourage input and constructive feedback about our work.

School Program Alignment: LCAP Goal #2 Conditions and Climate

#### D. PIP GOALS 3 & 4 RATIONALE, STRATEGIES FOR IMPROVEMENT, AND ALIGNMENT

PIP GOAL 3: Interventions: Remove barriers to attendance, learning, and graduation by offering wellness counseling, Tier 2 interventions, and credit recovery opportunities to students who are experiencing trauma, mental health challenges, or academic learning gaps.

RATIONALE: SBAC and MAP data show that students enter 9th grade significantly behind in their understanding of ELA and Math standards based on the most recent CAASPP and MAP ELA and Math results. In addition, there remains a gap between enrollment and average daily attendance. We have also identified many students in need of mental health and wellness supports. This goal creates interventions to identify and address barriers to academic success, such as mental health, trauma, or language learning needs, in order to accelerate student learning outcomes before graduation.

#### STRATEGIES FOR IMPROVEMENT:

- a. Provide individualized academic support for students who are identified as low performing based on weekly Student Success Reports.
- b. Provide individualized academic support for students who are Newcomers or who have intensive English Language learning needs.

School Program Alignment: LCAP Goal #3 Learning Acceleration/Trauma Informed Approaches

PIP GOAL 4: Enrollment: Implement a comprehensive Enrollment Plan designed to share the educational program and philosophy with educational partners, community members and families, to reflect how LPS Oakland will meet students' specific learning, academic, and social-emotional needs and provide them with a quality education in a safe, culturally relevant, and caring school environment.

RATIONALE: LPS Oakland R&D is currently under enrolled, and declining enrollment in the post-pandemic environment is challenging the local area.

#### STRATEGIES FOR IMPROVEMENT:

- a. Via newsletters, website, and social media, promote school assets and unique qualities in order to attract families and students to enroll and participate in the high quality programs LPS Oakland has to offer.
- b. Highlight successes in College and Career Readiness designed to support students who will be the first in their family to attend college.
- c. Actively communicate and showcase high-quality program and school improvement efforts to educational partners and potential families.

School Program Alignment: PIP: Enrollment Plan

#### E. PIP GOAL 5 RATIONALE, STRATEGIES FOR IMPROVEMENT, AND ALIGNMENT

PIP GOAL 5: Student Population: Increase the enrollment and retention of African American students at LPS Oakland by implementing targeted outreach, engagement, and culturally supportive strategies.

RATIONALE: the current student population does not reflect the demographics of the surrounding community.

#### STRATEGIES FOR IMPROVEMENT:

- I. Engage in reflective practice to understand community dynamics and needs, and establish a targeted outreach plan to effectively engage African American families. This will be supported through our partnership with Kingmakers of Oakland (KOO).
- II. Continue to ensure equitable hiring practices to attract qualified African American faculty and staff.
- III. Create a more inclusive school environment that fosters a strong sense of belonging and supports the success of African American students through culturally relevant programs and clubs. These initiatives will celebrate African American culture, promote engagement, and provide spaces for connection, enhancing the overall school experience and helping students thrive academically and socially.

School Program Alignment: PIP: Student Demographics Plan

# **SECTION III:** LPS OAKLAND PIP TWO-YEAR PERFORMANCE GROWTH TARGETS

#### I. TWO-YEAR PERFORMANCE GROWTH TARGETS

#### A. BY FOCAL AREAS 1-5

Focal Area 1: Increase academic performance on the CA Dashboard in English Language Arts.
Focal Area 2: Increase academic performance on the CA Dashboard in Mathematics.
Focal Area 3: Reduce suspension rates on the CA Dashboard.
Focal Area 4: Increase LPS Oakland enrollment.
Focal Area 5: Increase LPS Oakland's student demographics to reflect the diversity of the local community.

#### II. FOCAL AREA 1: Increase Academic Performance On The CA Dashboard In English Language Arts (ELA)

The LPS Oakland community uses the SMART (Specific, Measurable, Attainable, Realistic, and Timely) Goals framework to establish our two-year PIP performance targets for English Language Arts. LPS Oakland is using SMART Goals and relying on the California Assessment of Student Performance and Progress (CAASPP), the Summative English Language Proficiency Assessment for California (ELPAC), and the Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP) assessments to set targets for growth in English Language Arts performance. LPS Oakland staff will continuously analyze these data sources and other student assessments (e.g., course grades) and work (e.g., course-specific benchmark assignments) to improve our educational program, enhance student achievement, and ensure learning outcomes for all students to ensure they are ready for post-secondary success in college and their careers. LPS Oakland administers the NWEA MAP assessment in Reading and Math in the Fall, Winter, and Spring to monitor student growth and achievement and inform our instructional practices. Based on the Fall-to-Spring Reading Conditional Index Growth (CGI) for the 2023–2024 academic year, LPS Oakland demonstrated "a year of growth" for 12th-grade students from socioeconomically disadvantaged (SED) backgrounds, and "above average growth" for 9th and 10th-grade SED students. In addition, LPS Oakland 12th-grade and 10th-grade students demonstrated "a year of growth" and "above average growth," respectively for NWEA MAP CGI Reading Growth in Spring 2023. For further details, please refer to Appendix C: NWEA MAP CGI Reading Growth SED Students 'Year of Growth' for Grade 12 and 'Above Average Growth' for Grade 9 and 10, and Appendix D: NWEA MAP CGI Reading Growth EL Students 'Year of Growth' for Grade 12 and 'Above Average Growth' for Grade 10.

LPS Oakland engages in ongoing site and LPS Network-wide professional development within a professional learning communities (PLCs) framework. LPS Oakland PLCs include Leadership Public Schools Richmond and Leadership Public Schools Hayward staff. They achieved scores above LPS Oakland in the English Language Arts areas for all students on the 2024 CAASPP, meeting or exceeding the standard. The Distance from Standard (DFS) can be seen in **Table 2.The Leadership Public Schools CA 2024 ELA CAASPP Scores for All Schools.** 

Since LPS Hayward and Richmond have demonstrated successes with our curriculum and instruction resulting in higher performance, educators at LPS Oakland have the opportunity to learn from their colleagues' strategies. The LPS PLC focuses on joint work establishing and determining best instructional practices and norms on grade-level standards-aligned practices to foster student learning and achievement. LPS Oakland is also committed to sharing best practices with the OUSD Charter Office and other OUSD High Schools to support the collective effort to improve the learning outcomes for all OUSD students.

Table 2. The Leadership Public Schools CA 2024 ELA CAASPP Scores for All Schools

School	Not Met	Nearly Met	Met	Exceeded	Met or Exceeded	DFS
Leadership Public Schools - Hayward	15%	26%	38%	22%	59%	19.4
Leadership Public Schools: Richmond	23%	21%	34%	21%	55%	-1.6
LPS Oakland R & D Campus	47%	33%	16%	4%	20%	-88.4

LPS Oakland utilized the California State of Education Five-by-Five Colored Tables accountability system to establish our Grade 11 SMART performance growth targets for ELA. This accountability system incorporates five Status levels and five Change levels to form a five-by-five colored table, which is used to determine performance outcomes for Dashboard state indicators. For further details, please refer to **Appendix E**:

Five-by-Five Colored Table English Language Arts/Literacy for Grade 11 and Appendix F: Five-by-Five Colored Table English Learner Progress Indicator. The subsequent section delineates the specific growth targets for ELA for LPS Oakland for all students, English learners, socioeconomically disadvantaged students, and Hispanic students.

#### I. TWO-YEAR ELA PERFORMANCE GROWTH TARGETS

Table 3. LPS Oakland ELA 2-Year Performance Growth Targets: 11th-Grade CAASPP/CA Dashboard and Schoolwide on NWEA MAP READING

ENGLISH LANGUAGE ARTS-ALL STUDENTS						
Specific Growth Area	Baseline	Year 2 goal (2026-2027)				
Grade 11 Distance from Standard (DFS)	-66.9 DFS	-56.9 DFS (+10pts.)	-44.9 DFS (+12 pts.)			
	Very Low (Red)	Very Low (Orange)	Low (Yellow)			
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard			
Grade 11 Standard Met or Exceeded	22%	27% (+5%)	32% (+5%)			
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard			
All Students-Grades 9th-12th 60th Percentile or Higher Above the National Norm in READING	36%	46% (+10%)	56% (+10%)			
	Spring 2024	Spring 2026	Spring 2027			
	61st - 80 <sup>th</sup> >80 <sup>th</sup>	61st - 80 <sup>th</sup> >80 <sup>th</sup>	61st - 80 <sup>th</sup> >80 <sup>th</sup>			

Source: CA Dashboard & NWEA MAP

## TWO-YEAR ELA PERFORMANCE GROWTH TARGETS (CON'T)

Table 4. LPS Oakland ELA Growth Targets: English Learners CAASPP/CA Dashboard & English Language Progress Indicator (ELPI)

ENGLISH LANGUAGE ARTS-ENGLISH LEARNERS						
Specific Growth Area	Baseline	Baseline Year 1 Goal (2025-2026)				
English Learners Distance from Standard (DFS)	-116.4 DFS Very Low (Orange) 2023 CA Dashboard	-101.4 DFS (+15pts.) Very Low (Orange) 2025 CA Dashboard	-86.4 DFS (+15pts.) Very Low (Orange) 2026 CA Dashboard			
English Learners Standard Met or Exceeded	3% 2023 CA Dashboard	13% (+10%) 2025 CA Dashboard	23% (+10%) 2026 CA Dashboard			
English Learner Progress Indicator (ELPI)  ELPAC	38.8% Increased by 12.8% Low (Yellow) 2023 CA Dashboard *Increased Significantly	43.8% (+5%) Low (Yellow) 2025 CA Dashboard	48.8 (+5%) Medium (Green) 2026 CA Dashboard			

Source: CA Dashboard & NWEA MAP

## TWO-YEAR ELA PERFORMANCE GROWTH TARGETS (CON'T)

Table 5. LPS Oakland ELA Growth Targets: Socioeconomically Disadvantaged CAASPP/CA Dashboard

ENGLISH LANGUAGE ARTS-SOCIOECONOMICALLY DISADVANTAGED					
Specific Growth Area	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)		
Socioeconomically Disadvantaged Distance from Standard (DFS)	-63.6 DFS	-53.6 DFS (+10pts.)	-43.6 DFS (+10pts.)		
	Very Low (Red)	Very Low (Orange	Low (Yellow)		
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard		
Socioeconomically Disadvantaged Standard Met or Exceeded	22%	27% (+5%)	32% (+5%)		
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard		

Source: CA Dashboard

## TWO-YEAR ELA PERFORMANCE GROWTH TARGETS (CON'T)

Table 6. LPS Oakland ELA Growth Targets: Hispanic CAASPP/CA Dashboard

	ENGLISH LANGUAGE ARTS-HISPANIC					
Specific Growth Area	Baseline	Year 2 goal (2026-2027)				
Hispanic Distance from Standard (DFS)	-66.7 DFS	-56.7 DFS (+10pts.)	-44.7 DFS (+10pts.)			
	Very Low (Red)	Very Low (Orange	Low (Yellow)			
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard			
Hispanic Standard Met or Exceeded	23%	28% (+5%)	34% (+5%)			
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard			

Source: CA Dashboard

#### III. FOCAL AREA 2: Increase Academic Performance On The CA Dashboard In Mathematics

LPS Oakland uses the SMART (Specific, Measurable, Attainable, Realistic, and Timely) Goals framework to set our two-year PIP performance targets for Math, similar to our English Language Arts PIP performance targets. Our Math performance target SMART goals are based on the CAASPP and NWEA MAP assessments to determine our two-year PIP growth targets. Due to the teacher shortage caused by a declining interest in the profession and exacerbated by the pandemic, LPS Oakland has previously used a combination of in-person math teachers and Edgenuity Math, a virtual asynchronous A-G-approved learning platform, to deliver our core math course to students. Currently, all LPS math teachers are conducting in-person classes, and the LPS Network is in its second year of implementing Illustrative Mathematics (IM) in Algebra 1, Geometry, and Algebra 2. LPS Oakland demonstrated 'A Year Growth' and 'Above Average Growth' in Math on the Fall 2023-to-Spring 2024 NWEA Math MAP Assessment, and we attribute that growth to our teachers implementing IM and other best practices. See Appendix G: NWEA MAP CGI Math 'Above Average' for Grade 9 and Appendix H: NWEA MAP CGI Math Growth 'Above Average Growth' for Grade 9 and 'Year of Growth' for Grade 12 Socioeconomically Disadvantaged Students (SED) Students for more information.

For the 2024-2025 school year, math teachers at LPS Oakland will receive coaching from a certified IM coach. They will undergo approximately 17 hours of professional development in IM, focusing on deepening IM instructional routines and Universal Design for Learning. The goal of this coaching and professional development is to ensure the effective implementation of the IM program and to help LPS Oakland math teachers gain a deeper understanding of how to tailor math instruction to meet the needs of students with different learning styles. Additionally, LPS Oakland math teachers will participate in a professional learning community (PLC) with the math teachers from Leadership Public Schools Hayward and Leadership Public Schools Richmond to effectively implement IM and collaborate on determining the best math practices. Similar to English Language Arts, LPS will share its best math practices with the OUSD Charter Office and other OUSD High Schools to support professional learning across OUSD in math.

LPS has observed growth or maintenance in our met or exceeded standard 2024 CAASPP scores for LPS Hayward and LPS Richmond, which surpasses LPS Oakland's SMART goal Math performance targets. In 2024, 31% of students at LPS Hayward met or exceeded the standard with a DFS of -63.5, and 22% at LPS Richmond met or exceeded the standard with a DFS of -85.5. For more information, refer to **Table 7. Leadership Public Schools CA 2024 ELA Math Scores for All Schools.** LPS Oakland math teachers will receive peer observation, coaching, collaboration, and classroom walkthrough opportunities to enhance the necessary skills to improve the learning outcomes for LPS Oakland math students.

Table 7. The Leadership Public Schools CA 2024 Math Scores for All Schools

School	Not Met	Nearly Met	Met	Exceeded	Met or Exceeded	DFS
Leadership Public Schools - Hayward	40%	28%	25%	7%	31%	-63.5
Leadership Public Schools: Richmond	52%	26%	13%	10%	22%	-85.5
LPS Oakland R & D Campus	86%	12%	2%	0%	2%	-192.8

The Leadership Public Schools has set up structures and allocated time over the next two years for LPS Oakland math teachers to collaborate with Leadership Public Schools Hayward and Leadership Public Schools Richmond math teachers to enhance their math teaching in order to improve student achievement and enhance their practice. LPS Oakland has also established many of the SMART performance growth targets by using the CA Department of Education's Five-by-Five Colored Table Mathematics Grade 11 (see **Appendix I: Five-by-Five Colored Table Mathematics Grade 11** for more details). The following section outlines the growth targets for Math for LPS Oakland for all students, English learners, socioeconomically disadvantaged students, and Hispanic students.

#### A. TWO-YEAR MATH PERFORMANCE GROWTH TARGETS

Table 8. LPS Oakland Math Growth Targets: 11th-Grade CAASPP/CA Dashboard and Schoolwide on NWEA MAP Math

MATH-ALL STUDENTS						
Specific Growth Area	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)			
Grade 11 Distance from Standard (DFS)	-177.8 DFS Very Low (Red) 2023 CA Dashboard	-167.8 DFS (+10pts.) Very Low (Orange) 2025 CA Dashboard	-157.8 DFS (+10pts.) Very Low (Orange) 2026 CA Dashboard			
Grade 11 Standard Met or Exceeded	4% 2023 CA Dashboard	9% (+5%) 2025 CA Dashboard	14% (+5%) 2026 CA Dashboard			
All Students-Grades 9th-12th 60th Percentile or Higher Above the National Norm in MATH MOP GROWTH	15% Spring 2024 61st - 80 <sup>th</sup> >80 <sup>th</sup>	25% (+10%) Spring 2026 61st - 80 <sup>th</sup> >80 <sup>th</sup>	35% (+10%) Spring 2027 61st - 80 <sup>th</sup> >80 <sup>th</sup>			

Source: CA Dashboard & NWEA MAP

## TWO-YEAR MATH PERFORMANCE GROWTH TARGETS (CON'T)

Table 9. LPS Oakland Math Growth Targets: English Learners CAASPP/CA Dashboard

MATH—ENGLISH LEARNERS				
Specific Growth Area	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)	
English Learners Distance from Standard (DFS)	-218.4 DFS	-208.4 DFS (+10pts.)	198.4 DFS (+10pts.)	
	Very Low (Red)	Very Low (Orange)	Very Low (Orange)	
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard	
English Learners Standard Met or Exceeded	0%	5% (+5%)	10% (+5%)	
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard	

Source: CA Dashboard

## TWO-YEAR MATH PERFORMANCE GROWTH TARGETS (CON'T)

Table 10. LPS Oakland Math Growth Targets: Socioeconomically Disadvantaged CAASPP/CA Dashboard

MATH-SOCIOECONOMICALLY DISADVANTAGED					
Specific Growth Area	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)		
Socioeconomically Disadvantaged Distance from Standard (DFS)	-162 DFS	-152 DFS (+10pts.)	-142 DFS (+10pts.)		
	Very Low (Red)	Very Low (Orange)	Very Low (Orange)		
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard		
Socioeconomically Disadvantaged Standard Met or Exceeded	2%	7% (+5%)	12% (+5%)		
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard		

Source: CA Dashboard

## TWO-YEAR MATH PERFORMANCE GROWTH TARGETS (CON'T)

Table 11. LPS Oakland Math Growth Targets: Hispanic CAASPP/CA Dashboard

MATH-HISPANIC								
Specific Growth Area MATH	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)					
Hispanic Distance from Standard (DFS)	-180.3 DFS	-170.3 DFS (+10pts.)	-160.3 DFS (+10pts.)					
	Very Low (Red)	Very Low (Orange)	Very Low (Orange)					
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard					
Hispanic Standard Met or Exceeded	3%	8% (+5%)	13% (+5%)					
	2023 CA Dashboard	2025 CA Dashboard	2026 CA Dashboard					

Source: CA Dashboard

#### IV. FOCAL AREA 3: Reduce Suspension Rates On The CA Dashboard

LPS Oakland recognizes the significance of a school's atmosphere and culture in establishing a positive and supportive learning environment that addresses each student's academic and social-emotional requirements. During the 2023–2024 school year, LPS Oakland collaborated with students to expand club options, implement an Associated Student Body program to encourage student leadership and service, and coordinate events such as dances and field trips to promote student development outside the classroom. Furthermore, LPS Oakland revisited its restorative justice practices to encourage community building when addressing disciplinary issues and to provide students with teachable moments. As a result of these initiatives, LPS Oakland observed a decrease in suspensions in five out of six subgroups from the 2022-2023 school year to the 2023-24 school year. See **Table 12. LPS Oakland Suspension Rate 2023-24 vs. 2022-23** for more details.

Table 12. LPS Oakland Suspension Rate 2023-24 vs. 2022-23

		2023-24					
Subgroup	Current # of Students Suspended	Current # of Students Enrolled	Current Suspension Rate	Prior Suspension Rate	Prior # of Students Suspended	Prior # of Students Enrolled	Difference Between Current and Prior Rate
All Students	12	247	4.9%	7.8%	28	359	-2.9%
English Learners	6	91	6.6%	7.5%	11	146	-0.9%
Socioeconomically Disadvantaged	4	131	3.1%	6.9%	19	275	-3.9%
Students with Disabilites	3	36	8.3%	8.3%	4	48	0.0%
African-American	0	8	0.0%	13.3%	2	15	-13.3%
Hispanic	11	234	4.7%	7.7%	26	338	-3.0%

Source: CALPADS

LPS Oakland sets performance growth targets for suspension using the CA Department of Education's Five-by-Five Colored Table Suspension High School the same as for English Language Arts and Math (refer to **Appendix J: Five-by-Five Colored Table Suspension High School** for more information). The growth targets for suspension for all students, English learners, socioeconomically disadvantaged students, and Hispanic students at LPS Oakland are described in the next section.

#### A. TWO-YEAR SUSPENSION RATE REDUCTION TARGET ON THE CA DASHBOARD

Table 13. LPS Oakland Suspension Rate 2-Year Performance Growth Targets: English Learners CA Dashboard

SUSPENSION-ENGLISH LEARNERS							
Specific Growth Area	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)				
Suspension Rate  California School DASHBOARD	7.5% High (Red) 2023 CA Dashboard	4% (-3.5%) Medium (Green) 2025 CA Dashboard	1% (-3%) Low (Blue) 2026 CA Dashboard				

Source: CA Dashboard

Table 14. LPS Oakland Suspension Rate 2-Year Performance Growth Targets: Socioeconomically Disadvantaged CA Dashboard

SUSPENSION-SOCIOECONOMICALLY DISADVANTAGED								
Specific Growth Area	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)					
Suspension Rate  California School DASHBOARD	6.9% High (Red) 2023 CA Dashboard	4% (-2.9%) Medium (Green) 2025 CA Dashboard	1% (-3%) Low (Blue) 2026 CA Dashboard					

Source: CA Dashboard

### TWO-YEAR SUSPENSION RATE REDUCTION TARGET ON THE CA DASHBOARD (CON'T)

Table 15. LPS Oakland Suspension Rate 2-Year Performance Growth Targets: Hispanic CA Dashboard

SUSPENSION—HISPANIC							
Specific Growth Area	Baseline	Year 1 Goal (2025-2026)	Year 2 goal (2026-2027)				
Suspension Rate  California School DASHBOARD	7.7% High (Red) 2023 CA Dashboard	4% (-3.7%) Medium (Green) 2025 CA Dashboard	1% (-3%) Low (Blue) 2026 CA Dashboard				

Source: CA Dashboard

Table 16. LPS Oakland Suspension Rate 2-Year Performance Growth Targets: Students with Disabilities CA Dashboard

SUSPENSION-STUDENTS WITH DISABILITIES							
Specific Growth Area	Baseline	Year 1 Goal (2025-26)	Year 2 goal (2026-2027)				
Suspension Rate  California School DASHBOARD	8.3% High (Red) 2023 CA Dashboard	4% (-4.3%) Medium (Green) 2025 CA Dashboard	1% (-3%) Low (Blue) 2026 CA Dashboard				

Source: CA Dashboard

#### V. FOCAL AREA 4: Increase LPS Oakland Enrollment

The COVID-19 shutdown significantly impacted LPS Oakland High School's enrollment, as many families faced uncertainty and disruptions that made school participation challenging. Additionally, from 2021 to 2024, instability in school leadership at LPS Oakland High School created challenges in attracting and retaining students. This instability impacted student enrollment and the school's ability to demonstrate its full potential as a stable and nurturing environment for learning and growth. Notably, we've seen that few African American students are choosing LPS Oakland, and this trend calls for deeper reflection and action. We recognize the need to increase our outreach and engagement with the African American community to meet their needs better and highlight the strengths of our school. To address this, LPS Oakland R&D is collaborating with Kingmakers of Oakland, a respected local nonprofit, to develop outreach materials that showcase why LPS Oakland is an excellent choice for African American students, focusing on fostering an inclusive and supportive environment. Additionally, LPS Oakland is focused on hiring and retaining African American staff and delivering culturally responsive professional development to ensure that LPS Oakland is a welcoming and inclusive community for all students. Over the last two years, LPS Oakland has provided the opportunity for students to go on a Historical Black College University (HBCU) Tour during Spring Break so African American students and all students better understand how HBCUs can meet their academic and social-emotional learning needs.

#### A. LPS OAKLAND ENROLLMENT PLAN-MULTI-YEAR GROWTH TARGETS

Table 17. LPS Oakland Enrollment Targets through the 28–29 SY

	21–22 SY	22–23 SY	**23–24 SY	24–25 SY	25–26 SY	26–27 SY	27–28 SY	28–29 SY
Grade 9	84	69	47	47	47	50	55	60
Grade 10	109	75	47	46	46	48	50	55
Grade 11	130	96	40	42	42	42	44	45
Grade 12	113	108	41	40	40	40	42	42

\*\*Baseline Enrollment 23-24 SY

#### VI. FOCAL AREA 5: Increase LPS Oakland's Student Demographics To Reflect The Diversity Of The Local Community

LPS Oakland acknowledges the need to investigate the reasons for the low enrollment of African American students. The African American student population at LPS Oakland is underrepresented compared to OUSD and Castlemont High School by approximately 17% and 25%, respectively (refer to Table 19: LPS Oakland 2023-2024 African American Enrollment Compared to OUSD and Castlemont High School). Despite the lower enrollment rates, most African American students graduate from LPS Oakland A-G Eligible. In the most recent data, in 2023-24 and 2023, African American students graduated A-G Eligible at 100% (3 of 3) and 83.3% (5 of 6), respectively. Additionally, over the past seven years, a majority of African American students, ranging from seventy-one percent (71.4%) to one hundred percent (100%), graduated from LPS Oakland A-G eligible, which is notably above the state of California average for African American students which is from the approximately twenty-nine (29%) to thirty-three percent range (see Table 18: LPS Oakland A-G Percentage Rates for African American Students 2017–2024 vs. The State of California).

Table 18. LPS Oakland A-G Percentage Rates for African American Students 2017–2024 vs. The State of California

Year	# of LPS Oakland African American Students in Cohort	# of LPS Oakland African American Graduates	# of LPS Oakland African American A-G Completers	% of LPS Oakland African American Graduates	% of LPS Oakland African American A-G Completers	% of State of California African American A-G Completers
2023-24	3	3	3	100.0%	100.0%	N/A
2022-23	6	6	5	100.0%	83.3%	33.2%
2021-22	7	7	5	100.0%	*71.4%	32.5%
2020-21	10	8	7	80.0%	87.5%	30.8%
2019-20	10	9	7	90.0%	77.8%	31.1%
2018-19	4	4	3	100.0%	75.0%	30.7%
2017-18	8	7	7	87.5%	100.0%	29.0%

Source: CALPADS and DataQuest

\*Note: 2021-22 A-G Completers Determined by LPS Transcripts due End-of-Year CALPADS Reporting Error by LPS

Table 19. LPS Oakland 2023-2024 African American Student Enrollment Compared to OUSD and Castlemont High School

Oakland Unified School District			Castlemont High Scl	hool	LPS Oakland			
Ethnicity	Enrollment	Percent	Ethnicity	Enrollment	Percent	Ethnicity	Enrollment	Percent
African American	9,008	20.00%	African American	201	28.80%	African American	7	3.20%
American Indian or Alaska Native	112	0.20%	American Indian or Alaska Native	2	0.30%	Asian	1	0.50%
Asian	4,252	9.40%	Asian	10	1.40%	Hispanic or Latino	207	95.00%
Filipino	304	0.70%	Filipino	5	0.70%	Two or More Races	1	0.50%
Hispanic or Latino	22,647	50.20%	Hispanic or Latino	425	60.90%	Not Reported	2	0.90%
Pacific Islander	312	0.70%	Pacific Islander	16	2.30%	Total	218	100.00%
White	4,551	10.10%	White	8	1.10%			
Two or More Races	2,722	6.00%	Two or More Races	22	3.20%	]		
Not Reported	1,178	2.60%	Not Reported	9	1.30%			
Total	45,086	100.00%	Total	698	100.00%	]		

Source CA DataQuest

#### A. Increase LPS Oakland's Student Demographics To Reflect The Diversity Of The Local Community–Performance Targets

To address the underrepresentation of African American students at LPS Oakland, we aim to deepen community partnerships, enhance culturally responsive curriculum, launch mentorship programs, empower parents through tailored workshops, execute a success-driven marketing campaign, and build feeder school partnerships. Our goal is to increase African American student enrollment by 300% to reach an 11% African American student population by 2028-2029, which would require 21 or more additional students. See Table 20 LPS Oakland African American Student Enrollment Targets through the 28–29 SY (+300%) below for more information.

Table 20. LPS Oakland African American Student Enrollment Targets through the 28–29 SY (+300%)

	21–22 SY	22–23 SY	23–24 SY	24–25 SY	25–26 SY	26-27 SY	27-28 SY	28-29 SY
African American (≈%)	5%	4%	3%	3%	6%	9%	10%	11%
African American (≈n)	22	14	7	5	11	16	19	22
Total Enrollment	436	348	218	173	175	180	191	202

# **SECTION IV:** LPS OAKLAND PIP TWO-YEAR ACTION PLAN: GOALS 1– 5

PIP GOAL 1: TWO-YEAR ACTION PLAN 2024–2026 ACADEMIC PERFORMANCE  Improve student academic performance by fostering deeper engagement through meaningful learning experiences that connect curriculum to real-world applications, promote active participation, and support personalized pathways to success.

# I. GOAL 1—ACADEMIC PERFORMANCE: YEAR 1 (2024–25) ACTION PLAN

Intended Goal	Action	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Increase teacher knowledge in English Language Development (ELD) and monitor fidelity to instructional model to improve student English language development in the content areas by implementing reading and writing across the curriculum.	Provide Professional Development in EL Achieve's Constructing Meaning framework.	Principal, Dean, Teachers, ELD Network Administrator on Special Assignment.	Constructing Meaning classroom kits for each teacher.	Formative and Summative Assessments.  NWEA Measure of Academic Progress (MAP) English Language Achievement (ELA) test results  Classroom walk-throughs to ensure fidelity to the instructional model.  Assessments using rubrics from EL Achieve	PD starting 10/2  Key PD dates: 10/2, 11/20, 12/4  Ongoing classroom walkthroughs	MAP Results for Grades 9-12 & CAASPP 2025 ELA Results  ELPAC Results for 2025  State Seal of Biliteracy awardees  Report percentages of students meeting goals to ILT and teachers.
Using the Illustrative Math (IM) curriculum, develop teacher pedagogical skills to provide instruction that is adaptive, engaging, career-focused, and culturally relevant.	Provide Illustrative Math (IM) Professional Development via network-wide training series, 1-on-1, and Professional Learning Community (PLC) math coaching from ConnectEd, and implement IM curriculum to increase student knowledge and application of math concepts.	Principal, LPS Network Course Leads, ConnectEd Math Coach & LPS Oakland Math Teachers.	Budget: \$40,000 for coaching via ConnectEd.  Support from the Home Office for curricular materials.	Formative and Summative Assessments from Illustrative Math curriculum.  NWEA MAP math test results  Classroom walk-throughs to ensure fidelity to the instructional model.	PD series starting 9/11/24. Training continues on 9/18. 10/9, 10/16  Coaching: year-long, meeting biweekly in PLC  Ongoing classroom walk-throughs.	MAP Results for Grades 9-12 & CAASPP 2025 Math Results  Report percentages of students meeting goals to ILT and teachers; recalibrate approach based on data.

# GOAL 1—ACADEMIC PERFORMANCE: YEAR 1 (2024–25) ACTION PLAN (CON'T)

Intended Goal	Action	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Broaden the Linked Learning model by integrating Project-Based Learning (PBL) through cross-curricular student projects that foster deeper connections between subjects and real-world applications.	Implement cross-curricular project design and execution through collaborative planning, professional development, and aligned assessment strategies.	Linked Learning Lead Facilitator, CTE Facilitator	Collaborative Planning: Time for teachers to design integrated projects.  Professional Development: Training in PBL, cross-curricular instruction, and assessment.  Community Partners: Real-world learning, guest speakers, and mentors.	Assessment: Measure content mastery and interdisciplinary skills.  Project Evaluation: Use rubrics for content integration, creativity, and real-world application, focusing on student growth.  Reflection & Feedback: Include student and teacher insights.  Longitudinal Data: Track performance, engagement, and skill development over time.	Semester 1: Aug-Sept: Planning, PBL training, curriculum alignment. October: Launch project; assessments. November: Mid-project reviews, support. December: Presentations, reflection.  Semester 2: January: Review, plan next project. February: Launch second project; assessments. March: Mid-project reviews, real-world integration. April-May: Continue development. June: Final presentations, reflection, next year planning	A-G Completion: Track PBL impact on meeting A-G requirements.  Graduation: Show how PBL boosts retention and success.  College & Career: Highlight PBL's role in college and career readiness.  Attendance: Link projects to improved engagement and attendance.

# GOAL 1—ACADEMIC PERFORMANCE: YEAR 1 (2024–25) ACTION PLAN (CON'T)

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Enhance the rigor of the Linked Learning Model by advancing the Career Technical Education (CTE) Pathway and strengthening the Work-Based Learning (WBL) Program.	CTE Alignment: Refine curricula with industry input for job market relevance.  Skill Proficiency: Establish benchmarks for tracking skill progression.  Simulations: Expand on-campus work-based simulations with industry-specific tasks.  WBL Training: Enhance readiness workshops with Career Launch program.  PAC Feedback: Use surveys and focus groups for refining student preparation.	Linked Learning Lead Facilitator, Pathway Coach, CTE Facilitator	Industry Partnerships: Advisory boards, mentorships, internships, and business partnerships for hands-on learning.  Curriculum Support: Specialists, consultants, and access to industry standards and certifications.  Staff Development: Teacher training, industry workshops, and cross-discipline collaboration.  Dual Enrollment: Agreements with Peralta colleges, aligned courses, and enrollment support.  Student Incentives: Stipends for internships, capstone projects, and certifications.	Performance Metrics: Track certifications, dual enrollment credits, grades, and skill assessments.  Internship Participation: Measure student involvement and quality of internships through evaluations.  Post-Graduation Outcomes: Monitor college enrollment, job placement, and career advancement.  Industry Feedback: Gather partner feedback on student readiness and performance in internships.  Dual Enrollment Success: Track dual enrollment success, transfers, and articulation with colleges.	Semester 1: Launch: Introduce CTE pathways and WBL. Curriculum: Align with industry standards. WBL: Set up internships and simulations. Teacher PD: Focus on interdisciplinary and real-world learning. Review: Assess progress and adjust.  Semester 2: Dual Enrollment: Expand and track certifications. WBL: Ensure full participation. Capstones: Complete and present with industry feedback. Reflection: Analyze and plan improvements.	Quarterly Data Snapshots Summarizes program progress and student performance each quarter.  WBL and Internship Reflections Combines student reflections with employer evaluations after WBL experiences.  End-of-Semester Dual Enrollment Outcome Report Summarizes credits earned, grades, and college course completion rates.  End-of-Semester Evaluation Reports Comprehensive summary of student progress and program achievements.

# II. GOAL 1—ACADEMIC PERFORMANCE: YEAR 2 (2025–26) ACTION PLAN

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Enhance teachers' expertise in English Language Development (ELD) and ensure consistent implementation of the instructional model to strengthen students' English language proficiency across content areas, with a focus on integrating reading and writing across the curriculum.	Provide Professional Development in EL Achieve's Constructing Meaning framework.	Principal, Teachers, ELD network administrator on special assignment.	Constructing Meaning classroom kits for each teacher.	Formative and Summative Assessments.  NWEA Measure of Academic Progress (MAP) English Language Achievement (ELA) test results  Classroom walk-throughs to ensure fidelity to the instructional model.  Assessments using rubrics from EL Achieve.	Continuing from Year 1.  Ongoing classroom walkthroughs	MAP Results for Grades 9-12 & CAASPP 2026 ELA Results  ELPAC Results for 2026  State Seal of Biliteracy awardees  Report percentages of students meeting goals to ILT and teachers; recalibrate approach based on data.
Enhance and norm the rigor of the Linked Learning Model by advancing the Career Technical Education (CTE) Pathway and strengthening the Work-Based Learning (WBL) Program	Continue to use Career Launch curriculum in Advisory period, offer internships and apprenticeships and support student employment opportunities via Work-Based Learning classes, in order to equip students successfully transition into their chosen careers	Linked Learning Lead Facilitator, Pathway Coaches, teachers, industry partners, Peralta partners.	Professional Development for seminar facilitators about the Career Launch curriculum and certification process; Collective planning time	Student Portfolios Skill Assessment Reflection Assignments	Ongoing from year 1.  June 2026 Public Exhibition Event	Exhibition Outcomes  DE Pass Rates  Longitudinal Tracking of DE, Internships, and certifications

# GOAL 1—ACADEMIC PERFORMANCE: YEAR 2 (2025–26) ACTION PLAN (CON'T)

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Continue to expand Linked Learning model by utilizing Project Based Learning (PBL) with cross-curricular student projects.	Facilitate opportunities for cross-curricular projects via dedicated PD time, and support PBL activities in the classroom, so that students can apply academic learning to real-life contexts.	Linked Learning Lead Facilitator, Pathway Coach, teachers.	Measure N funding for PD, ongoing support and resources for teachers to effectively deliver grade-specific content.	Formative and summative assessments  Student mastery outcomes/grades  Student and teacher feedback  Feedback from Measure N Commission  Exhibitions of student learning	Ongoing from year 1.	A-G completion rates Graduation rates College and Career Indicator Student attendance rates
Build student reading stamina, fluency, and comprehension, increase literacy across the school, promote reading for pleasure, and learn how to find primary sources of information.	Sustained Silent Reading in English classes. Continue to curate and expand Lending Library, as well as equip reading room. Train teachers and students in book selection appropriate for interest and reading level, techniques for building stamina, and processing activities for reading comprehension.	Admin team, teachers, School Manager.	Library system training  Book purchases, including books in Spanish and audiobooks, to add to book collection	Formative and Summative Assessments NWEA MAP ELA test results Student book logs	Ongoing from year 1.	MAP ELA schoolwide data  Report percentages of students meeting goals to ILT and teachers; recalibrate approach based on data.

# GOAL 1—ACADEMIC PERFORMANCE: YEAR 2 (2025–26) ACTION PLAN (CON'T)

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Using the Illustrative Math (IM) curriculum, develop teacher pedagogical skills in order to provide instruction that is adaptive, engaging, career-focused and culturally relevant.	Provide Illustrative Math (IM) Professional Development via network-wide training series, 1-on-1 and Professional Learning Community (PLC) math coaching from ConnectEd, and implement IM curriculum, in order to increase student knowledge and application of math concepts.	Admin team, Home Office, ConnectEd Math Coach, teachers.	Budget: \$40,000 for coaching via ConnectEd. Support from Home Office for curricular materials.	Formative and Summative Assessments from Illustrative Math curriculum.  NWEA MAP math test results  Classroom walk-throughs to ensure fidelity to the instructional model.	Coaching: year-long, meeting biweekly in PLC Ongoing classroom walk-throughs.	MAP Results for Grades 9-12 & CAASPP 2026 math Results  Report percentages of students meeting goals to ILT and teachers; recalibrate approach based on data.

Improve systems to foster family and student engagemen	PLAN 2024–2026 FAMILY AND STUDENT ENGAGEMENT  It in school programs and enhance practices to promote a positive and caring learning environment for all students.

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Implement Restorative Justice (RJ) practices to cultivate a school culture focused on trust, healing, and open communication.  Structure a schoolwide culture and climate that encourages all staff to build positive relationships with students and families in order to foster a supportive learning environment.  Prioritize school climate so that school is a safe space for students to share thoughts and feelings, while focusing on building participants' skills in pre-empting and resolving conflicts thereby reducing behavioral issues.  Build student and staff capacity towards implementation of a Student Justice Council in PIP year 2.	Implement professional development in Restorative Justice Practices for administrators, teachers and staff.  Hold weekly Community Circles for all students facilitated by experienced/trained staff members during the advisory period.  Form an RJ club. by recruiting members, providing training, hosting restorative circles, fostering healing, and collaborating with staff to promote conflict resolution and equity.  Direct RJ training for club members by organizing workshops, practicing peer circles, providing resources, and focusing on conflict resolution, active listening, empathy, and restorative practices leadership.	Principal, <b>Dean</b> , Teachers, Students.	Qualified Restorative justice facilitators to lead professional development sessions.  PD time: Initial PD  PD time, ongoing: for all staff to collaborate on circle questions/topics.  Grant funding: for RJ club PD.  Program Materials: Materials for implementing, documenting and tracking restorative justice processes and outcomes.	Collect observational data during weekly advisory circles to monitor the quality of facilitation.  Gather student and teacher feedback via survey on the impact of community circles on the school.  Dashboard Suspension Data 2024  Attendance rate  Climate Surveys	Initial training August 2024  RJ club formation October 2024  RJ club student training October 2024  Ongoing— community circles  Student Justice Council Year 1: student training and building capacity.	CA Dashboard data related to  Suspension Rates: Track reductions through RJ conflict resolution.  Graduation Rates: Show how RJ boosts engagement and retention.  CCI: Highlight RJ's impact on college and career readiness.  Attendance: Share data and outcomes at Family and PGA meetings.

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Provide a variety of student-led clubs that cater to a wide range of interests. Boost overall student participation and engagement  Help address current low enrollment and attendance issues.	Create and distribute surveys to students to determine specific areas of interest.  Recruit staff members with similar areas of interest to sponsor and advise student led clubs.  Program a variety of clubs based on student interest.  Advertise clubs to recruit students to be members and consider incentives to encourage students to join a club.  Check in with club advisors and student leaders to determine ongoing needs/challenges and celebrate successes.	Dean, Teachers, students.	Survey Tools: To gather feedback from students and families regarding interests and needs.  Funding: For the establishment and operation of clubs (e.g., materials, meeting spaces).  Staff Support: Teachers, staff, or community volunteers to act as club advisors.	Surveys/ Feedback Forms: Conduct pre- and post-implementation surveys to measure student satisfaction and sense of belonging. Attendance rate Climate surveys	August: Conduct a school-wide survey to assess student interests.  September: Recruit staff as advisors for student led clubs  Launch clubs.  October: Gather initial feedback from students and club leaders on club effectiveness.  January: Implement flexible semesterly enrollment. Regularly check in with advisors and student leaders on challenges and successes.	Monthly Updates: Share brief updates on club activities, participation, and initial feedback with the school community.  Quarterly Reports: Provide a summary of engagement levels, feedback received, and any challenges or adjustments made.

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Enhance school culture and community engagement by organizing a series of diverse community-focused events throughout the year.  Promote inclusivity, strengthen family involvement, create a unique school culture.  Address current enrollment and attendance rates.	Gather input from students, families, staff and other educational partners about most popular types of school wide community events.  Recruit a planning team to schedule, plan and coordinate events.  Advertise and promote community- focused events throughout the year, based on survey from all participants  Current potential events might include, but are not limited to the following:  -Hispanic Heritage Month Celebration -Black History Month Celebration -Chinese Lunar New Year -Spirit Week -Advisory Door Competition	Dean, School Manager, School Culture Team, Teachers, Students, Parents/ Guardians.	Budget: Funding for event materials, decorations, guest speakers, and refreshments.  Staff and Volunteer Time: Time from staff and volunteers for planning, setup, and execution of events.  Community Partnerships: Collaborations with local organizations and cultural groups to enhance event content and support.	Participant Feedback surveys: from students, families, and staff after each event to gauge satisfaction and gather suggestions.  Attendance rate of community events via sign ins	September 2024: Based on community input develop and finalize the annual calendar of community- focused events. Form planning committees and assign roles.  September 2024: Begin detailed planning for the events, including logistics, promotion, and coordination with community partners.  Ongoing: Gather feedback and make adjustments based on evaluations of the first semester's events. Prepare for the next set of events.	Monthly Updates: Provide brief updates to the school community on upcoming events, highlights from recent events, and any necessary changes.  Quarterly Reports: Summarize feedback, attendance data, and engagement metrics for each quarter. Share insights and adjustments made based on evaluations.

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Provide students with a platform to demonstrate their mastery of interdisciplinary skills, critical thinking, and project-based learning developed throughout their educational journey.	Host end-of-year Student Capstone Presentations (CP) and end-of-semester Exhibitions of Pathway Learning (EOPL).	Principal, Linked Learning Lead Facilitator, teachers, and students Presenting to a diverse audience that includes peers, teachers, families, and industry professionals, who provide feedback.	Human Resources: Mentors and Advisors Panelists and Judges  Tech Resources Presentation Software; Video Recording and Streaming Equipmen;t Projectors/AV Equipment; Laptops and computers; Virtual Meeting Platforms; Internet Access  Physical Resources Exhibition Space; Display Boards/Posters  Content and Curriculum Resources CP and EOPL Guidelines and rubrics;Research and Reference materials; Workshops and Seminars; Feedback tools  Financial Resources Funding for Materials; Prizes or Recognition  Time and Scheduling Designated Work Time;Rehearsal Time	Rubrics: Assess key skills and real-world connections. Scoring Guides: Track progress at key stages. Formative Assessments: Regular skill checks. Peer/Mentor Feedback: Reflect and adjust. Self-Reflection: Document learning in journals. Surveys: Collect audience feedback. Self-Evaluation: Measure personal growth. Comparative Data: Pre- and post-tests for skill improvement. Longitudinal Tracking: Track skills over time. Performance Assessment: Measure real-world application.	Exhibition of Learning Timeline (End of Semester 1 - January) November 15-30 Project Drafts Due; Peer and Teacher Feedback December 1-10 Presentation Rehearsals; Final Edits December 11-20 Exhibition Setup and Logistics; Final Rehearsals January 7-10 Exhibition of Learning Event Capstone Presentations Timeline (June) April 15-30 Project Milestone Check; Feedback and Revisions May 1-15 Final Drafts Due; Presentation Rehearsals May 16-31 Final Rehearsals; Logistics June 9-12 Capstone Presentations	Progress Reports: Weekly updates for staff, students, and families. Online Tracker: Digital dashboard and completion tracker. Newsletters: Monthly Linked Learning and community updates. Reflection Reports: Quarterly reflections from teachers and students. Student-Led Conferences: Present portfolios with self-assessments and peer reviews. Social Media: Share project updates and successes. Website: Showcase capstone progress and events.

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Increase parent engagement via diverse avenues for shared ownership in educational outcomes for students.  Increase student attendance and engagement.  Increase community engagement and school enrollment.	Focus on building relationships with and between families via monthly PGA meetings.  Increase access to participation in PGA by providing onsite childcare, refreshments, interpretation, flexible scheduling	Principal, Family Liaison, Enrollment and Attendance Coordinator, parents.	Childcare: On-site services to allow parents to attend without concerns.  Refreshments: Snacks and drinks for a welcoming atmosphere.  Marketing: Flyers, emails, and social media to promote and remind attendees.  Language Access: Interpreters on site and available for non-English-speaking families.  Materials: Printed agendas and handouts for discussions in multiple languages as needed.	Attendance: Track meeting attendance to spot trends and engage absent families with sign ins.  Surveys: Collect easily accessible feedback from all participants on meeting effectiveness and satisfaction. Follow up on any outstanding issues or challenges  Engagement Metrics: Measure family participation in events, volunteering, and conferences.	Initial meeting 9/19; monthly meetings thereafter.  Utilize family survey to determine day/time and conditions that families would need to be able to attend.	Meeting Summaries: Share key points and action items with families via email or the school platform.  Reports: Present mid-year and year-end reports on attendance, surveys, and progress.  Newsletter: Highlight PGA outcomes and upcoming opportunities.  Annual Presentation: Celebrate achievements and outline future plans with families and staff.

Intended Outcome/Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Increase and Improve regular and clear school-home communication, support student success, and address student attendance and behavior issues, making it more consistent and effective for students, families and staff.	Implement weekly student data reports using DeansList, a comprehensive software tool that can create and distribute communication to families about detailed insights into student performance, attendance, and engagement, fostering a more transparent and collaborative relationship between the school and families.	Dean, advisory teachers, families.	DeansList Software: A license for DeansList software.  Data Manager: support from Network data team to synchronize DeansList with Infinite Campus.  Staff Training: Training for staff on how to use DeansList effectively and interpret the data.  Technical Support: Ongoing IT support to address any issues with the DeansList system	Feedback Surveys: Gather parent input on the clarity and usefulness of reports.  Engagement Metrics: Track report access, review frequency, and signed acknowledgments.  Performance Data: Analyze student performance and attendance changes related to the reports.  Staff Feedback: Collect teacher and staff input on report processes and parent responses.	Summer 2024: Set up DeansList software, train staff, and prepare for weekly reports with reflection sheets and parent feedback.  September 2024: Launch weekly reports, ensuring parents sign and return them.  November 2024: Collect feedback from families and staff, review effectiveness, and adjust as needed.  Ongoing: Monitor engagement and address issues based on feedback.	Quarterly Reports: Summarize parent and staff feedback, engagement metrics, and adjustments made, highlighting the reports' effectiveness on student outcomes.  Annual Report: Analyze the impact of weekly student data reports, review reflection sheets and parent feedback, and assess communication and student success, including recommendations for improvements.

Intended Outcome/Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Improve relationships between families and school, and increase teacher cultural competency, in order to improve student attendance, by doing home visits for at least 10% of families by the end of the school year.	Professional development for all staff members to make home visits for all students via Parent Teacher Home Visit Project PTHV.org	Principal, teachers.	Budget: \$6000 for PD for teachers; teacher stipends for home visits  PD time Printed resources School supplies to share with families	Daily attendance rates	Fall 2024: Initial training Fall 2024: Home visits begin	Quarterly Reports: on number of home visits accomplished ( aiming for 10% of families by end of SY 24-25)

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Using Restorative Justice (RJ) practices, create a school culture where trust, healing and open communication are prioritized. Utilize Student Justice Council to handle Tier 1 Community Agreement violations, thus creating a shared sense of community accountability.	Restorative Justice training for teachers and staff.  Hold community circles weekly in advisory.  RJ club becomes Student Justice Council.  Provide RJ training for Justice Council members.	Admin team, dean, teachers, students.	Restorative justice facilitators to lead training sessions.  PD time: RJ training for new teachers PD time, ongoing: for staff to collaborate on circle questions.  Grant funding: for Student Justice Council. Program Materials: Materials for documenting and tracking restorative justice processes and outcomes.	Observational data from weekly advisory circles to monitor the quality and consistency of facilitation.  Gather student and teacher feedback via survey on the impact of community circles on the school.  Dashboard Suspension Data 2025  Attendance rate Climate Surveys	New Teacher RJ training August 2025 Student Justice Council first hearing September 2025 Justice Council RJ training ongoing Ongoing weekly community circles Student Justice Council Year 2: student hearings begin.	Attendance data  Report outcomes of student feedback, participation rates, and behavioral data to students via Family Meeting, and to parents via PGA meetings.
Boost overall student participation and engagement by providing a variety of student-led clubs that cater to a wide range of interests.	Program a variety of clubs based on student interest.	Dean, teachers, students.	Survey Tools: To gather feedback from students and families regarding interests and needs. Funding: For the establishment and operation of clubs (e.g., materials, meeting spaces). Staff Support: Teachers, staff, or community volunteers to act as club advisors.	Surveys/Feedback Forms: Conduct pre- and post-implementation surveys to measure student satisfaction and sense of belonging.  Attendance rate tracking  School Climate surveys	August: Conduct a school-wide survey to assess student interests.  September: Launch clubs. October: Gather initial feedback from students and club leaders on club effectiveness. January: Implement semesterly enrollment for flexible participation, aligning with evolving student interests.	Monthly Updates: Share brief updates on club activities, participation, and initial feedback with the school community.  Quarterly Reports: Provide a summary of engagement levels, feedback received, and any challenges or adjustments made.

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline &	Reporting Method
Enhance school culture and community engagement, we will organize a series of diverse, community-focused events throughout the year.  Promote inclusivity, strengthen family involvement, create a unique school culture.  Help address current low enrollment and attendance rates.	Hold community-focus ed events throughout the year, such as: -Hispanic Heritage Month Celebration -Black History Month Celebration -Chinese Lunar New Year -Spirit Week -Advisory Door Competition	Dean, School Manager, School Culture Team, teachers, students, parents.	Budget: Funding for event materials, decorations, guest speakers, and refreshments.  Staff and Volunteer Time: Time from staff and volunteers for planning, setup, and execution of events.  Community Partnerships: Collaborations with local organizations and cultural groups to enhance event content and support.	Participant Feedback surveys: from students, families, and staff after each event to gauge satisfaction and gather suggestions.  Attendance rate tracking	September 2025: Develop and finalize the annual calendar of community-focus ed events. Form planning committees and assign roles. September 2025: Begin detailed planning for the events, including logistics, promotion, and coordination with community partners.  Ongoing: Gather feedback and make adjustments based on evaluations of the first semester's events. Prepare for the next set of events.	Monthly Updates: Provide brief updates to the school community on upcoming events, highlights from recent events, and any necessary changes.  Quarterly Reports: Summarize feedback, attendance data, and engagement metrics for each quarter. Share insights and adjustments made based on evaluations.

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Showcase students' mastery of standards acquired during the semester.  Encourage students to reflect on their learning.  Strengthen the connection between the school and the broader community by involving parents, local businesses, and other stakeholders.  Opportunity for marketing and recruiting.	Hold semesterly Exhibitions of Learning/Open House events.	Admin team, Linked Learning Coordinator, teachers, students, parents, community members.	Technology: Projectors, computers, microphones, and internet for presentations.  Materials: Display boards, tables, chairs, and presentation-specific items (e.g., models, artwork).  Staff and Volunteers: Teachers, setup volunteers, and guest judges.  Marketing: Flyers, invitations, and social media promotion.  Refreshments: Snacks and drinks for attendees.	Feedback Forms: Collect attendee evaluations of the exhibition.  Self-Assessment: Require students to reflect on their performance and learning.  Peer Assessment: Facilitate student peer reviews for constructive feedback.  Post-Event Survey: Survey school community for insights on successes and areas for improvement.	November 2025: Planning begins for S1 event.  First Exhibition of Learning: End of S1  March 2026: Planning begins for S2 event.  Second Exhibition of Learning/Open House: End of S2.	Parent and Community Newsletter: Provide a summary of the event and key highlights in the school's newsletter or via email to parents and community members.  Student Reflection Portfolios: Include students' self-assessments, peer assessments, and reflections as part of their learning portfolios, which can be shared with parents and stored for future reference.
Strengthen family-school relationships and enhance teachers' cultural competency to improve student attendance by conducting home visits with at least 10% of families by the end of the school year.	Train teachers to do home visits via PTHV.org.  Work with COST team to track home visits.	Admin team, teachers.	Budget: \$6000 for training teachers; teacher stipends for home visits  PD time	Daily attendance rates	Fall 2025: Training for new teachers Fall 2025: Home visits begin	Quarterly Reports: on number of home visits accomplished ( aiming for 10% of families by end of SY 24-25)

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Increase parent involvement via shared ownership in educational outcomes for students.  Strengthen ELAC in order to improve outcomes for EL students and align with our Measure N focus group.  Increase student attendance.  Increase enrollment.	Focus on building relationships with and between families via monthly PGA meetings.  Create supports and offerings specifically for Newcomers and bilingual students, based on ELAC input.	Principal, Family Liaison, Enrollment and Attendance Coordinator, parents.	Childcare: On-site services to allow parents to attend without childcare concerns.  Refreshments: Snacks and drinks for a welcoming atmosphere.  Marketing: Flyers, emails, and social media to promote and remind attendees.  Translation: Interpreters for non-English-speaking families.  Materials: Printed agendas and handouts for discussions.	Attendance: Track meeting attendance to spot trends and engage absent families.  Surveys: Collect feedback on meeting effectiveness and satisfaction.  Engagement Metrics: Measure family participation in events, volunteering, and conferences.	First meeting in September 2025; monthly meetings thereafter	Meeting Summaries: Share key takeaways and action items with families via email or the school's website.  Reports: Present mid-year and end-of-year reports on attendance, survey results, and progress to staff and families.  Newsletter Updates: Highlight PGA meeting outcomes and upcoming opportunities in the school's newsletter.  Annual Presentation: Host an end-of-year presentation to celebrate achievements and share future plans with families and staff.

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Improve regular and clear school-home communication, support student success, and address student attendance and behavior issues.	Implement weekly student data reports using DeansList. These reports will provide detailed insights into student performance, attendance, and engagement, fostering a more transparent and collaborative relationship between the school and families.	Dean, advisory teachers, families.	DeansList Software: A license for DeansList software. Data Manager: support from Network data team to synchronize Dean's List with Infinite Campus. Staff Training: Training for staff on how to use DeansList effectively and interpret the data. Technical Support: Ongoing IT support to address any issues with the DeansList system	Feedback Surveys: Gather parent input on the clarity and usefulness of reports.  Engagement Metrics: Track report access, review frequency, and signed reports.  Performance Data: Analyze student performance and attendance changes related to the reports.  Staff Feedback: Collect teacher and staff input on report processes and parent responses.	Summer 2025: Update DeansList rosters, train staff, and prepare for weekly reports with reflection sheets and parent feedback.  September: Launch weekly reports, ensuring parents sign and return them.  November: Collect feedback from families and staff, review effectiveness, and adjust as needed.  Ongoing: Monitor engagement and address issues based on feedback.	Quarterly Reports: Summarize feedback from parents and staff, engagement metrics, and any adjustments made. Share insights on the effectiveness of the reports and their impact on student outcomes.  Annual Report: Present a thorough analysis of the weekly student data reports' impact, including a review of the reflection sheets, parent questions/concerns, and the overall effect on communication and student success. Include recommendations for any further enhancements.

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Strengthen family-school relationships and enhance teachers' cultural competency to improve student attendance by conducting home visits with at least 10% of families by the end of the school year	Train teachers to do home visits via PTHV.org.  Work with the Coordination of Services Team (COST) to track home visits.	Admin team, teachers.	Budget: \$6000 for training teachers; teacher stipends for home visits PD time	Daily attendance rates	Fall 2025: Training for new teachers Fall 2025: Home visits begin	Quarterly Reports: on number of home visits accomplished ( aiming for 10% of families by end of SY 24-25)

PIP GOAL 3: TWO-YEAR ACTION PLAN 2024–2026 INTERVENTIONS
Remove barriers to attendance, learning, and graduation by offering wellness counseling, Tier 2 interventions, and credit recovery opportunities to
students who are experiencing trauma, mental health challenges, or academic learning gaps.

## I. GOAL 3—INTERVENTIONS: YEAR 1 (2024–25) ACTION PLAN

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Enhance outcomes for Newcomers by providing 1-on-1 tutoring with a Bilingual Student Success Coordinator via pull-out or push-in.	Identify students needing bilingual support through teacher referrals.  Interview students to determine their support needs in specific classes.  Develop a Coordinator schedule based on feedback from students and teachers.  Track student improvement and areas needing continued support.  Provide teachers with feedback on class language accessibility.	Admin team, teachers, Bilingual Success Coordinator, students.	Referral form Tracking tool Scheduling tool Grade data	MAP data	October 2024: Identify students, interview, create Coordinator schedule and tracking tools.  Weekly: work with each student on a weekly basis, either via push-in or pull-out. Work with teachers to make classes more accessible.  By Marking Period: analyze student grade improvements.	Based on data from the tracking tool, prepare a report to teachers and parents quarterly.

# GOAL 3—INTERVENTIONS: YEAR 1 (2024–25) ACTION PLAN (CON'T)

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Accelerate ELA and math outcomes for students who are significantly behind grade level.	Identify specific students who need extra ELA and math support within English and math support within math classes, and provide scaffolded, differentiated instruction.  Create tracking tools for teacher teams to track interventions and scaffolds. Train teachers on the use of tracking tools.	ILT, teachers.	TBD	MAP Reading and Math test results  Formative and Summative Assessments	September: Administer MAP test and gather data.  October: Analyze results, finalize interventions, and meet families.  November: Continue interventions, track progress.  December: Adjust interventions, update families.  January: Review progress, modify plans.  February: Mid-point review, intensify support.  March: Continue interventions, share progress.  April: Conduct assessments, refine interventions.  May: Re-test, analyze growth, plan next steps.	ILT Data Review and Action Planning: Analyze trends, plan interventions, and align supports school-wide.  Student Reports: Review progress, set personalized goals, and encourage self-reflection.  Family Reports: Share data, explain growth areas, and provide home support strategies.  Teacher Reports: Use data for instructional planning, grouping, and differentiated teaching.  Collaborative Conversations: Facilitate discussions with students, families, and teachers to align efforts.

# GOAL 3—INTERVENTIONS: YEAR 1 (2024–25) ACTION PLAN (CON'T)

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
To enhance academic performance and support student success, establish an in-school academic intervention program.	Provide in-school tutoring during club time.  Identify students who need additional support based on ELA and math MAP scores, and grades.  Program those students into our Tutoring Club.	Dean, counselor, teachers.	Student Grades: Access to up-to-date student grades to identify students in need of intervention and monitor academic progress.  DnA Report: Utilize the DnA Report, which collects and analyzes student grades and attendance data on a weekly basis, to track student performance and engagement.	Grade Increases: Track ELA and Math grades, aiming for a 10% improvement in students' average grades post-intervention.  Passing Grades: Increase the percentage of students earning 70% or higher in ELA and Math by 15% by year-end.  Performance Data: Review ELA and Math improvements using SBAC and MAP assessments.	September: Schedule students into Tutoring Club, and begin interventions for identified students.  October 2024: Analyze student performance data from the DnA Report, and gather feedback from participants. Make adjustments based on data and feedback to enhance program effectiveness.  Ongoing: Track student progress.	DnA Reports: Use DnA reports to analyze the percentage increases in student grades and the rate of passing grades. Include comparisons of pre- and post-intervention performance and track improvements or areas needing additional focus.  MAP data Report percentages of students meeting goals to ILT and teachers.  ILT will analyze MAP results and advise teachers of next steps.

# GOAL 3—INTERVENTIONS: YEAR 1 (2024–25) ACTION PLAN (CON'T)

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Partner with local youth mental health organizations to provide wellness counseling to students who are experiencing trauma or mental health challenges, in order to remove barriers to attendance and learning.	Outreach to Youth Uprising, Children's Hospital Oakland, Holistic Life Foundation, and other providers to create a system of referral and support for current students.  Use the current referral process to identify students for wellness caseload.  Track student successes, improvement, and continued areas of need.	Administration team	Community Partners Local wellness support.  Wellness Professionals Caring health experts.  Referral System Connecting students to resources.  Progress Tracking Monitoring student well-being.	Assess Needs Collect baseline data through referrals.  Set Goals Define measurable wellness goals with students.  Check-ins Conduct regular follow-ups to track progress.  Document Progress Record improvements and ongoing needs.  Gather Feedback Collect input from students, families, and partners.  Adjust Support Refine care plans based on data.  Evaluate Outcomes Review long-term progress at term end.	Ongoing: Outreach Contact community partners for wellness referrals.  Weekly: COST Meetings Triage student referrals and prioritize needs.  Ongoing:Caseload Assignment Assign students to community partners.  Ongoing: Progress Tracking Use DnA reports to monitor student success and adjust support as needed.	Data Dashboards Real-time data visualization for quick insights.  Monthly Summaries Analyze trends and highlight key student concerns.  COST Meeting Reports — Structured updates for team adjustments.  Student Reflections Self-assessments via surveys or check-ins.  End-of-Term Reports — Comprehensive review of progress and next steps.

## II. GOAL 3—INTERVENTIONS: YEAR 2 (2025–26) ACTION PLAN

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Provide in-house wellness counseling and support to students who are experiencing trauma or mental health challenges in order to remove barriers to attendance and learning.	Hire and onboard a wellness counselor.  Use the current referral process to identify students for wellness caseload.  Counselor to create a schedule of regular (weekly or bi-weekly) appointments.  Track student successes, improvement, and continued areas of need.	Administration team, wellness counselor, teachers, students.	Wellness Counselor Licensed mental health professional.  Private Counseling Space Confidential area for sessions.  Trauma-Informed Training Staff development on trauma support.  Referral System Process for identifying students in need.  Assessment Tools Mental health screening resources.  Progress Tracking System to monitor student well-being.	Assess Needs Screen for mental health and attendance barriers.  Set Goals Define measurable wellness and learning outcomes.  Track Progress Regular counseling and data tracking.  Gather Feedback Input from students, staff, and families.  Adjust Support Modify interventions as needed.  Evaluate Outcomes Measure impact on attendance and learning.	Reinitiate COST Meetings Triaging new referrals and reassessing students.  Update Caseload Adjust counselor caseload based on needs.  Counseling Continue weekly sessions for students.  Progress Tracking Review student data via DnA reports.  Evaluate and Adjust Assess and refine support plans.  End of Year: Outcome Review Evaluate overall impact and plan for Year Three.	Data Dashboards Real-time data visualization for quick insights.  Monthly Summaries Analyze trends and highlight key student concerns.  COST Meeting Reports Structured updates for team adjustments.  Student Reflections – Self-assessments via surveys or check-ins.  End-of-Term Reports – Comprehensive review of progress and next steps.

# GOAL 3—INTERVENTIONS: YEAR 2 (2025–26) ACTION PLAN (CON'T)

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Continue to develop rapid advancement strategies in ELA and math to enhance progress for students significantly below grade level.	Identify specific students who need extra ELA and math support within English and math support within math classes, and provide scaffolded, differentiated instruction.  Create tracking tools for teacher teams to track interventions and scaffolds. Train teachers on the use of tracking tools.	ILT, teachers.	Assessment tools, data platforms, PD, Constructing Meaning, a research-based literacy curriculum, tracking tools.  Access-enhancing devices, adaptive software, supplemental materials for support programs.	MAP ELA Test Results: Adaptive, norm-referenced assessments that track student literacy growth, providing data-driven insights to monitor progress, set goals, and guide targeted interventions.  Formative and Summative Assessments: Ongoing checks (formative) provide real-time feedback for instructional adjustments, while comprehensive evaluations (summative) measure overall mastery of skills at a unit's conclusion.	September: Administer MAP test and gather data.  October: Analyze results, finalize interventions, and meet families.  November: Continue interventions, track progress.  December: Adjust interventions, update families.  January: Review progress, modify plans.  February: Mid-point review, intensify support.  March: Continue interventions, share progress.  April: Conduct assessments, refine interventions.  May: Re-test, analyze growth, plan next steps.	ILT Data Review and Action Planning: Analyze trends, plan interventions, and align supports school-wide.  Student Reports: Review progress, set personalized goals, and encourage self-reflection.  Family Reports: Share data, explain growth areas, and provide home support strategies.  Teacher Reports: Use data for instructional planning, grouping, and differentiated teaching.  Collaborative Conversations: Facilitate discussions with students, families, and teachers to align efforts.

### GOAL 3—INTERVENTIONS: YEAR 2 (2025–26) ACTION PLAN (CON'T)

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Enhance academic performance and support student success; continue our in-school academic intervention program.	Provide in-school tutoring during club time.  Identify students who need additional support based on ELA and math MAP scores, and grades.  Program those students into our Tutoring Club.	Dean, counselor, teachers.	Student Grades: Access to up-to-date student grades to identify students in need of intervention and monitor academic progress. DnA Report: Utilize the DnA Report, which collects and analyzes student grades and attendance data on a weekly basis, to track student performance and engagement.	Grade Percentage Increases: Track and analyze changes in student grades for ELA and Math, aiming for a minimum of a 10% increase in average grades for students participating in the intervention program. Compare pre- and post-intervention grades to assess improvement.  Passing Grades: Monitor the percentage of students achieving passing grades (defined as 70% or higher) in ELA and Math. Set a goal to increase the percentage of students earning passing grades by at least 15% by the end of the academic year.  Student Performance Data: Review improvements in ELA and Math skills based on SBAC and MAP assessments.	September 2025: Schedule students into the Tutoring Club post-fall MAP testing and initiate interventions, ensuring effective use of materials and resources, including the DnA Report and student grades.  October 2025: Monitor implementation, analyze performance data from the DnA Report, and gather participant feedback to make necessary adjustments.  Ongoing: Track student progress.	DnA Reports: Use DnA reports to analyze the percentage increases in student grades and the rate of passing grades. Include comparisons of pre- and post-intervention performance and track improvements or areas needing additional focus.  Use MAP data to identify and monitor gaps, personalize instruction, monitor progress, and guide interventions for improved academic performance.

### GOAL 3—INTERVENTIONS: YEAR 2 (2025–26) ACTION PLAN (CON'T)

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Enhance outcomes for Newcomers by providing 1-on-1 tutoring with a Bilingual Student Success Coordinator via pull-out or push-in.	Identify students needing bilingual support through teacher referrals.  Interview students to determine their support needs in specific classes.  Develop a Coordinator schedule based on feedback from students and teachers.  Track student improvement and areas needing continued support.  Provide teachers with feedback on class language accessibility.	Admin team, teachers, Bilingual Success Coordinator, students.	Bilingual Coordinator Fluent in the student's native language.  Tutoring Space Quiet areas for pull-out sessions.  Classroom Support Push-in tutoring during class time.  Bilingual Materials Tailored learning resources.  Progress Tracking Tools to monitor student growth.	Assess Needs Identify student language and academic gaps.  Set Goals Establish measurable learning targets.  Track Progress Monitor improvements during tutoring.  Gather Feedback Collect insights from students and staff.  Adjust Support Refine strategies as needed.  Evaluate Outcomes Review growth at term's end.	October 2024: Identify students, interview, create Coordinator schedule and tracking tools.  Weekly: work with each student on a weekly basis, either via push-in or pull-out. Work with teachers to make classes more accessible.  By Marking Period: analyze student grade improvements.	ILT Data Review and Action Planning: Analyze trends, plan interventions, and align supports school-wide.  Student Reports: Review progress, set personalized goals, and encourage self-reflection.  Family Reports: Share data, explain growth areas, and provide home support strategies.  Teacher Reports: Use data for instructional planning, grouping, and differentiated teaching.  Collaborative Conversations: Facilitate discussions with students, families, and teachers to align efforts.

PIP GOAL 4: TWO-YEAR ACTION PLAN 2024–2026 ENROLLMEN
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Implement a comprehensive Enrollment Plan designed to share the educational program and philosophy with educational partners, community members and families, to reflect how LPS Oakland will meet students' specific learning, academic, and social-emotional needs and provide them with a quality education in a safe, culturally relevant, and caring school environment.

<u>JUNE-AUGUST</u>				
Initial Engagement, School Start, and Family Involvement				
Summary of Actions	Expected Outcomes	Metrics		
June - July is focused on converting inquiries into applications, and applications into registrations	Increased Visibility and Engagement	Number of inquiries received (target: 15% increase from previous year)		
<b>August</b> marks the start of the school year with a focus on welcoming students and engaging families. Digital marketing campaigns are launched, and the referral program is introduced.		Engagement rate on digital platforms (target: 25% increase)		
Families are encouraged to join the Family Guardian Association to support enrollment efforts. The school introduces the Pathway Advisory Board to families, inviting their involvement in shaping the pathways alongside community industry partners. Attendance	Higher Application Interest	Number of initial interest forms completed (target: 10% increase from previous year)		
support begins with the implementation of attendance tracking and early intervention strategies.	Family Involvement	Number of families joining the Family Guardian Association (target: 20% increase from last year)		
		Number of families expressing interest in the Pathway Advisory Board (target: 10% of families engaged)		
	Improved Attendance Rates	Early attendance tracking and intervention initiation (target: 100% of students tracked within first two weeks)		

	SEPTEMBER		
Leveraging Events, Facilities, Family Engagement, and Attendance Support			
Summary of Actions	Expected Outcomes	Metrics	
September emphasizes Back to School Night, school tours, and family engagement events to showcase the school's offerings and engage families. The newly renovated facilities are highlighted. Families are encouraged to join the Parent Guardian Association and participate in the Pathway Advisory	Higher Application Interest and Engagement	Attendance at Back to School Night and tours, as measured by parent sign-in upon arrival (target: 20% increase)	
Board. Attendance initiatives continue with regular monitoring and ongoing communication with families about the importance of attendance.	Enhanced Community and Family Involvement	Number of families expressing interest in the Pathway Advisory Board during events (target: 5% of attendees)	
	Improved Attendance Rates	Reduction in early absenteeism (target: 10% decrease from previous September)	

	OCTOBER	
Community and Famil	y Engagement, Attendance Suppo	ort
Summary of Actions	Expected Outcomes	Metrics
October focuses on deepening community and family engagement through events like a College Information night and targeted outreach to families who haven't completed applications. The Family Guardian Association strategizes on supporting enrollment, while the Pathway Advisory Board continues its work. Attendance support is reinforced through targeted interventions for students with emerging attendance issues. Enrollment events include Oaktoberfest in the Fruitvale. LPSO Spirit Week provides opportunities for parent engagement in Door Competition, Halloween Fun Friday, Costume Contest. PGA Events include October PGA lunch meeting and Campus Beautification Event.	Enhanced Community and Family Involvement  Improved Attendance Rates	Attendance at College Information night (target: 30% increase from last year), as measured by parent sign-in.  Number of families attending Family Guardian Association meetings (target: 50% of families attend)  Number of families joining the Pathway Advisory Board (target: 10 new family members)  Implementation of targeted attendance interventions (target: 100% of identified students receive interventions)  Mid-semester attendance check-in results (target: 95% average daily attendance)

<u>NOVEMBER</u>					
Pre-Enrollment Preparati	Pre-Enrollment Preparation, Family Empowerment, and Attendance Support				
Summary of Actions	Expected Outcomes	Metrics			
<b>November</b> shifts to preparing for the enrollment period and empowering families through the Parent Guardian Association and Pathway Advisory Board. Hybrid PGA meeting discussions to motivate families to prepare for	Higher Application Interest	Number of referrals resulting in pre-applications (target: 10% increase)			
enrollment in December. Attendance support continues with additional strategies to address any remaining attendance issues before the semester break.  November PGA activities include Food Drive & Distribution events to support enrollment, as well as Student Led Conferences.	Increased Family Involvement	Family participation in the hybrid PGA meetings (target: 20% of Family Guardian Association members) as measured by family sign-in.			
	Improved Attendance Rates	Pre-holiday attendance evaluation (target: 95% average daily attendance)  Reduction in chronic absenteeism (target: 10%			
		decrease from first quarter)			

<u>DECEMBER</u>				
Enrollment Opens, Holiday Engagement, Family Support, and Attendance Monitoring				
Summary of Actions	Expected Outcomes	Metrics		
<b>December</b> marks the opening of the enrollment period, with the focus on converting interest into applications. Personalized holiday communications and a holiday-themed event involve families from the Family Guardian Association	Higher Enrollment Rates	Number of applications submitted (target: 40% of target enrollment achieved by end of month)		
in welcoming new families. The Pathway Advisory Board continues to meet and plan for the upcoming year. PGA activities include a holiday Posada to celebrate the	Increased Community and Family Involvement	Attendance at holiday event (target: 70% of interested families attend)		
community.		Family involvement in holiday event planning and execution (target: 50% of Family Guardian Association members)		
		Pathway Advisory Board engagement (target: 90% of members attend December meeting)		

<u>JANUARY</u>				
Continued Enro	Ilment and Exhibitions of Learnin	g		
Summary of Actions	Expected Outcomes	Metrics		
January focuses on sustaining enrollment momentum with an exhibition of learning showcasing student achievements. Families are involved in organizing the event and are encouraged to invite prospective families.	Higher Enrollment Rates	Number of applications submitted (target: 85% of target enrollment achieved by end of month)		
The Pathway Advisory Board continues its work, engaging families in discussions about curriculum and industry partnerships. PGA to support Exhibition of Learning.	Successful Exhibitions of Learning	Attendance at January exhibition (target: 25% increase in attendance) as measured by attendee sign-in		
		Number of new inquiries following the exhibition (target: 10% increase)		
	Increased Community and Family Involvement	Family involvement in the exhibition of learning (target: 50% of Family Guardian Association members)		
		Feedback from Pathway Advisory Board on curriculum and partnerships (target: 75% positive feedback)		

<u>FEBRUARY</u>					
Enro	Enrollment Closes and Final Push				
Summary of Actions	Expected Outcomes	Metrics			
February is the final month of enrollment. The school conducts targeted outreach to fill remaining spots, with families from the Parent Guardian Association supporting outreach efforts. Additional school tours and personalized communications, led by PGA members, are used to convert remaining interested families. The Pathway Advisory Board finalizes plans for the year.	Finalized Enrollment	Final enrollment numbers (target: 100% of target enrollment achieved by the end of the month)  Conversion rate from last-minute outreach (target: 15% of contacted families enroll)			
	Family Involvement	Family participation in final outreach efforts (target: 50% of Family Guardian Association members)  Finalization of Pathway Advisory Board plans (target: 90% of planned initiatives confirmed)			

<u>MARCH</u>				
Onboarding, Accepted Students Day, and Family Involvement				
Summary of Actions	Expected Outcomes	Metrics		
March marks the beginning of onboarding for newly accepted students, including an "Accepted Students Day" event, with active family involvement. The Family Guardian Association and Pathway Advisory Board collaborate to support new families and prepare for the upcoming school year.	Increased Student Retention	Attendance at Accepted Students Day (target: 80% of accepted students attend)  Early engagement in onboarding activities (target: 90% participation in onboarding)		
	Family Involvement	Family participation in Accepted Students Day (target: 50% of Family Guardian Association members)  Family support in onboarding activities (target: 75% of Pathway Advisory Board members contribute)		

APRIL			
Preparation for June Exhibition, Transition Planning, and Family Engagement			
Summary of Actions	Expected Outcomes	Metrics	
April focuses on preparing for the June exhibition of learning and planning the transition of new students into the school community. Families continue to play a key role in these preparations through the Parent Guardian Association and the Pathway Advisory Board, ensuring strong engagement and support.	Increased Community and Family Involvement	Early confirmations of attendance for the June exhibition (target: 75% of invited families confirm)  Participation in summer program enrollment (target: 85% of eligible students enroll)	
	Family Engagement	Family involvement in June exhibition planning (target: 50% of Family Guardian Association members)	

<u>MAY</u>									
Final Prepar	Final Preparations, Attendance Focus, and Family Support								
Summary of Actions	Expected Outcomes	Metrics							
May is dedicated to final preparations for the June exhibition of learning and addressing any remaining attendance or retention challenges. Families support these efforts through the Parent Guardian Association and the Pathway Advisory Board.	Improved Attendance Rates	Reduction in chronic absenteeism (target: 15% decrease from previous year)  Average daily attendance rate (target: 95%)							
	Successful Exhibitions of Learning	Final confirmations and preparations for the June exhibition (target: 100% of participating students prepared)							
	Family Support	Family participation in final preparations (target: 50% of Family Guardian Association members)  Attendance at Pathway Advisory Board meetings (target: 90% of members)							

<u>JUNE</u> Exhibitions of Learning, Year-End Review, and Family Involvement								
Summary of Actions	Expected Outcomes	Metrics						
June culminates in the exhibition of learning, where students showcase their work from the second semester. Active family involvement is key, both in organizing and attending the event. The PGA conducts a year-end review, gathering feedback from families and community members to inform next year's strategies. PGA events include Senior Family Sunset Celebration and support for the EOY Exhibition of Learning. Retention efforts are finalized, ensuring students are committed to returning in the fall.	Successful Exhibitions of Learning  Comprehensive Year-End Review	Attendance at the June exhibition (target: 25% increase from last year)  Number of families and community members attending (target: 90% of invited families attend)  Feedback from the exhibition (target: 90% positive feedback from attendees)  Completion of year-end surveys and feedback collection (target: 90% of families and staff provide feedback)  Documentation of lessons learned and strategies for next year (target: 100% of feedback reviewed and integrated into planning)						
	Improved Retention Rates	Retention confirmation for the next school year (target: 95% of current students commit to returning)  Final retention rate compared to previous year (target: 10% increase in retention)						

DID COAL ELTIMO VEAD ACT	TION PLAN 2024–2026 STUDENT P	AODIU ATIONS
Increase the enrollment and retention of African American stu		
	supportive strategies.	

#### I. GOAL 5—STUDENT POPULATIONS: YEAR 1 (2024–25) ACTION PLAN

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Build a staff whose racial identities reflect Oakland's diversity, fostering an inclusive environment and strengthening community connections.	Ensure diverse interview panels to better align candidates with the school and community values.  Review job descriptions to remove bias and attract a wider pool of candidates.  Provide professional development for underrepresented staff to support leadership growth.  Foster an inclusive environment where all employees feel valued and supported.  Offer ongoing DEI training to promote cultural understanding and an inclusive school climate.	Principal	Diverse Interview Panels Access to diverse panelists and equity training.  Job Description Review HR expertise and language analysis tools.  Professional Development Community partnerships for leadership training and mentorship.  Inclusive Environment Resources for team-building and staff well-being programs.  DEI Training Community partnerships for consultants, materials, and workshops.	Track Staff Demographics: Compare staff racial diversity to Oakland's community regularly.  Review Hiring Practices: Ensure diverse candidate pools and equitable hiring processes.  Analyze Retention Rates: Track retention of diverse staff and address gaps.  Staff Surveys: Collect feedback on workplace inclusivity.  Community Feedback: Gather input from students and families on staff diversity.  Annual Report: Summarize progress and areas for improvement yearly.	diversity committee, baseline staff demographics, and refine hiring practices.  Month 2-3: Launch targeted recruitment, track hiring data, and conduct staff surveys.  Month 4: Assess retention rates and gather staff insights through focus groups.  Month 5-6: Collect student/family feedback and adjust strategies based on findings.  Month 7: Compile annual report and set next year's diversity goals.	Quarterly Diversity Reports: Update staff demographics, recruitment, and retention data.  Annual Inclusivity Survey: Summarize staff perceptions of inclusivity.  Focus Group Summaries: Highlight key insights from staff and community discussions.  Year-End Report: Consolidate data and feedback into an actionable progress summary.

#### GOAL 5—STUDENT POPULATIONS: YEAR 1 (2024–25) ACTION PLAN (CON'T)

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Establish mentorships and support groups for African American students, pairing them with African American professionals, alumni, or older students for guidance, inspiration, and retention support.	Build out the partnership with Kingmakers of Oakland, pairing African American students with African American professionals and alumni.  Host quarterly mentorship meet-ups, focusing on academic and career readiness.	Principal	Mentor Recruitment Resources Outreach to African American professionals and alumni for mentorship opportunities.  Meeting Space and Technology For virtual and in-person mentor meet-ups.	Track Participation: Monitor student involvement in mentorship and support groups.  Pairing Feedback: Collect feedback on the quality of mentor-mentee matches.  Attendance: Track attendance at mentorship sessions.  Student Surveys: Measure belonging and program impact.  Mid/End-Year Check-ins: Assess progress and make adjustments.	Month 1-2: Recruit mentors, set up program, match students.  Month 3: Launch mentorships and collect initial feedback.  Month 4-5: Start support groups, track attendance, adjust as needed.  Month 6: Mid-year review of mentorship and program impact.  Month 7-8: Continue mentorships and support groups, monitor engagement.  Month 9: Informally track academic progress.  Month 10-11: End-of-year review and prepare final report.	Monthly Reports: Track participation and engagement.  Quarterly Surveys: Collect feedback from students and mentors.  Mid-Year Report: Summarize progress and impact.  End-of-Year Report: Analyze participation, feedback, and academic outcomes.

#### GOAL 5—STUDENT POPULATIONS: YEAR 1 (2024–25) ACTION PLAN (CON'T)

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Train staff on culturally responsive teaching practices and anti-bias education to ensure a welcoming and affirming environment for African American students.	Provide staff training on anti-bias education and culturally responsive teaching.  Implement a student-led diversity and inclusion committee to give African American students a platform to voice concerns and ideas.	Principal	Professional Development Resources Budget for ongoing staff training in anti-bias education and culturally responsive pedagogy.  Student-Led Committee Budget Resources for the diversity and inclusion committee, including meeting spaces and materials.  Survey Tools To assess the current school climate among African American students.	Curriculum Feedback Tools Use rubrics and teacher feedback forms to evaluate the integration of culturally relevant curriculum.  Classroom Observation Tools: Use classroom observation tools like Danielson Framework or Marzano's Model to evaluate culturally responsive teaching practices and teacher engagement with African American students.  Focus Groups: Conduct regular focus groups with African American students and families to gather in-depth feedback on how well the curriculum and school climate reflect their needs and interests.	Month 1: Plan, select training materials, and schedule sessions.  Month 2: Conduct first training, followed by classroom strategy implementation.  Month 3: Second training on implicit bias; implement strategies with feedback.  Month 4: Collect feedback and refine approaches in PLCs.  Month 5: Review data, identify focus areas.  Month 6: Reflect and continue monthly PLCs for ongoing improvement.	Monthly Staff Surveys: Check on training impact and application.  Observation Reports: Track teacher use of strategies via peer/admin feedback.  Student Engagement Data: Monitor attendance, behavior, and participation, focusing on African American students.  Family Surveys/Focus Groups: Collect feedback on school inclusivity.  PLC Reflections: Capture teacher discussions on progress.  Mid-Year/End-of-Year Reports: Summarize overall progress and adjustments.

#### GOAL 5—STUDENT POPULATIONS: YEAR 1 (2024–25) ACTION PLAN (CON'T)

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Integrate African American history, literature, and perspectives across the curriculum, emphasizing content reflecting African American communities' experiences and contributions.	Begin integrating African American history and literature into the curriculum across subjects.  Provide professional development for teachers on culturally responsive pedagogy.	Principal, ILT	Curriculum Team: Time to review and select African American content.  Texts & Materials: Books, media, and lesson plans on African American history and literature.  Teacher Training: Professional development for culturally responsive teaching.  Feedback Tools: Surveys to assess student and teacher response to new content.	Track Lesson Integration: Monitor African American content in lessons.  Teacher Surveys: Collect feedback on curriculum effectiveness.  Student Engagement: Measure participation and performance.  Classroom Observations: Assess quality of content integration.  Mid/End-Year Reviews: Evaluate progress and make adjustments.	Month 1-2: Form a team, review curriculum, and select African American resources.  Month 3-4: Begin integration in humanities and social studies; train teachers.  Month 5-6: Support teachers in planning and implementing new lessons; gather feedback.  Month 7-8: Review progress and adjust curriculum based on feedback.  Month 9-10: Fully integrate African American content across subjects.  Month 11-12: Reflect on successes and prepare for Year 2	Quarterly Progress Reports: Summarize lesson integration, teacher feedback, and student engagement data.  Mid-Year Evaluation Report: Highlight key successes, challenges, and areas for adjustment.  End-of-Year Summary: Provide a comprehensive report on teacher surveys, classroom observations, and student performance data.

#### II. GOAL 5—STUDENT POPULATIONS: YEAR 2 (2025–26) ACTION PLAN

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Create a targeted recruitment strategy to increase African American student enrollment	Partner with African American community organizations to identify outreach opportunities.  Create culturally relevant recruitment materials (brochures, videos) featuring current African American students and alumni.  Launch a social media campaign aimed at African American families in the local area.	Principal, Home Office, Kingmakers of Oakland (KOO)	Marketing Budget For creating brochures, videos, and digital content aimed at African American families.  Community Partnerships Establish relationships with local African American organizations, churches, and cultural centers.  Graphic Design and Video Production Support To create high-quality recruitment materials.	Student Information System (SIS) Use the school's SIS (e.g., Infinite Campus) to track enrollment trends, retention rates, and demographic data over time.  Completion Data Tracker: Track student attendance, retention, and completion rates in programs such as Career Launch or CTE pathways. Regular analysis helps identify barriers to retention and inform improvements.  Surveys for Prospective Families: Use survey tools like to gather data from prospective families about their experiences during the recruitment process. Collect feedback on what factors influenced their decision to enroll or not.	Month 1-2: Analyze enrollment data, set goals, and form a recruitment team.  Month 3-4: Create culturally responsive recruitment materials and identify community partners.  Month 5-6: Host outreach events and launch targeted social media campaigns.  Month 7-8: Conduct family outreach and offer open houses or tours.  Month 9-10: Provide application workshops and partner with community leaders.  Month 11: Review recruitment effectiveness and adjust strategies for next cycle.	Monthly Reports: Track outreach events and applications.  Engagement Metrics: Measure social media reach and event attendance.  Application Data: Compare African American enrollment rates year-over-year.  Feedback Surveys: Collect insights from families and partners.  End-of-Cycle Review: Summarize outcomes and areas for improvement.

#### GOAL 5—STUDENT POPULATIONS: YEAR 2 (2025–26) ACTION PLAN (CON'T)

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Expand mentorships and support groups for African American students, pairing them with African American professionals, alumni, or older students for guidance, inspiration, and retention support.	Expand the mentorship program to include peer mentoring, pairing younger students with upperclassmen.  Include industry field trips or workshops facilitated by mentors to strengthen career connections.	Principal	Expanded Mentor Network Additional recruitment to grow the mentor pool and offer more diverse career fields.  Field Trip/Workshop Budget To fund transportation and materials for career exploration events.	Refine Mentor Matching Process Adjust mentor/mentee pairings based on Year 1 feedback and outcomes to ensure better alignment of interests and support.  Long-Term Impact Analysis Evaluate how mentorship affected Year 1 participants over time, focusing on academic performance, engagement, and retention.  Expand Mentorship Program Based on success in Year 1, scale the program to include peer mentoring and additional professional mentors.	Month 1-2: Recruit new mentors, adjust pairings, expand program.  Month 3: Focus on retention, monitor mentor engagement.  Month 4-5: Strengthen support groups, gather feedback.  Month 6: Mid-year review, assess retention and academic outcomes.  Month 7-8: Adjust mentorships, continue tracking progress.  Month 9: Monitor academic outcomes.  Month 10-11: Final evaluation and annual report for Year 3 planning.	Monthly Tracking: Monitor participation, retention, and academics.  Quarterly Surveys: Gather mentor and mentee insights.  Mid-Year Review: Assess retention and academic progress.  Annual Report: Summarize overall impact and recommend improvements.

## GOAL 5—STUDENT POPULATIONS: YEAR 2 (2025–26) ACTION PLAN (CON'T)

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Expand training of staff on culturally responsive teaching practices and anti-bias education to ensure a welcoming and affirming environment for African American students.	Develop and implement a school-wide cultural celebration calendar to recognize key moments in African American history and culture.  Gather regular feedback on school climate from African American students to ensure a positive and affirming environment.	Principal	School-Wide Cultural Celebration Budget For organizing events celebrating African American history and culture.  Cultural Competency Curriculum: Additional funds for purchasing training modules and lesson plans focused on diversity and inclusion.  Survey Follow-Up Tools: To gather data and adjust based on student feedback.	Curriculum Feedback Tools Use rubrics and teacher feedback forms to evaluate the integration of culturally relevant curriculum.  Classroom Observation Tools: Use classroom observation tools like Danielson Framework or Marzano's Model to evaluate culturally responsive teaching practices and teacher engagement with African American students.  Focus Groups: Conduct regular focus groups with African American students and families to gather in-depth feedback on how well the curriculum and school climate reflect their needs and interests.	Quarter 1: Continue monthly PLCs, refresher workshops, and peer observations.  Quarter 2: Integrate culturally responsive practices into all unit plans, focus on cross-department collaboration.  Quarter 3: Review data, offer coaching, and gather student feedback.  Quarter 4: Celebrate progress, adjust strategies, and plan future development.	Quarterly Data Reviews: Analyze student outcomes every quarter.  Coaching Progress Reports: Track staff development through coaching.  Student Focus Groups: Gather direct student feedback.  End-of-Year Survey: Collect overall feedback from staff, students, and families.  Annual Progress Report: Summarize data and provide Year 3 recommendations.

#### GOAL 5—STUDENT POPULATIONS: YEAR 2 (2025–26) ACTION PLAN (CON'T)

Intended Goal	Actions	Responsible Person(s) Role (Lead person in BOLD)	Resources Needed	Monitoring and Evaluation	Timeline	Reporting Method
Deepen the integration of African American history, literature, and perspectives across the curriculum, emphasizing content that reflects the experiences and contributions of African American communities.	Expand curriculum efforts to include projects that highlight local African American history and culture.  Implement feedback loops from students and families to refine culturally relevant teaching practices.	Principal	Expanded Materials: Additional African American resources for STEAM and Humanities . Ongoing Training: Continued PD for full subject integration.  Community Partners: Collaborations for guest speakers and field trips.  Student Tools: Projects and showcases on African American contributions.  Evaluation Tools: Systems to track student outcomes and feedback.	Expanded Lesson Tracking: Track the full integration of African American content across all subjects.  Student Performance Data: Analyze student outcomes to assess the impact of the curriculum on learning and engagement.  Teacher and Student Feedback: Collect detailed feedback through surveys and focus groups to evaluate the depth of integration.  Community Involvement Evaluation: Measure the impact of partnerships (guest speakers, field trips) on student learning.  Annual Review: Conduct a comprehensive year-end evaluation to inform curriculum adjustments and set goals for Year 3.	Quarter 1: Deepen integration across all subjects.  Quarter 2: Monitor student outcomes and adjust lessons as needed.  Quarter 3: Expand content with more African American voices and community partnerships.  Quarter 4: Review progress and refine for Year 3; celebrate student learning.	Quarterly Reports: Track expanded curriculum integration and student outcomes across subjects.  Mid-Year Report: Evaluate progress, community partnerships, and feedback from teachers and students.  Annual Review: Present a full evaluation of curriculum impact, partnerships, and recommendations for Year 3.

#### **APPENDIX**

Appendix A: LPS Oakland Above Average Graduation Rates Compared to Peers 2022–2023

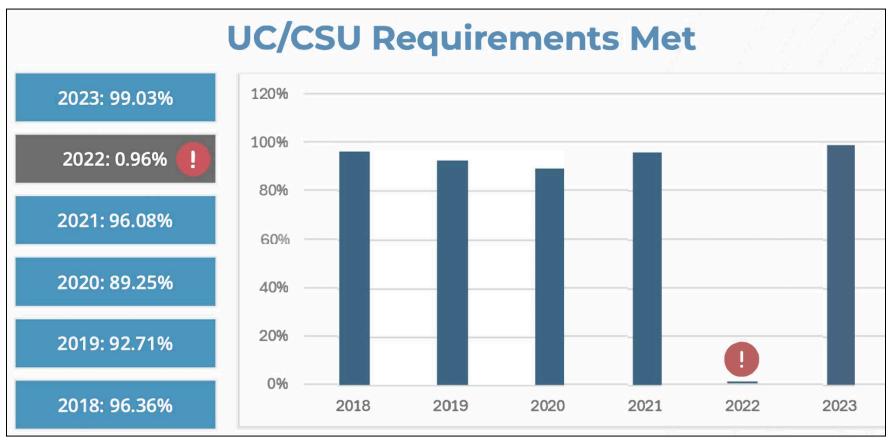
## **Graduation Rate**

	LPS Oakland	Oakland Unified	Alameda County	California
All Students	94.6%	75%	87.7%	86.4%
English Learners	79.3%	62%	69.6%	73.5%
Socioeconomically Disadvantaged	94.2%	74.1%	81.7%	83.7%
Students with Disabilities	93.3%	68.2%	74.1%	72.2%

Source: CA School Public Dashboard



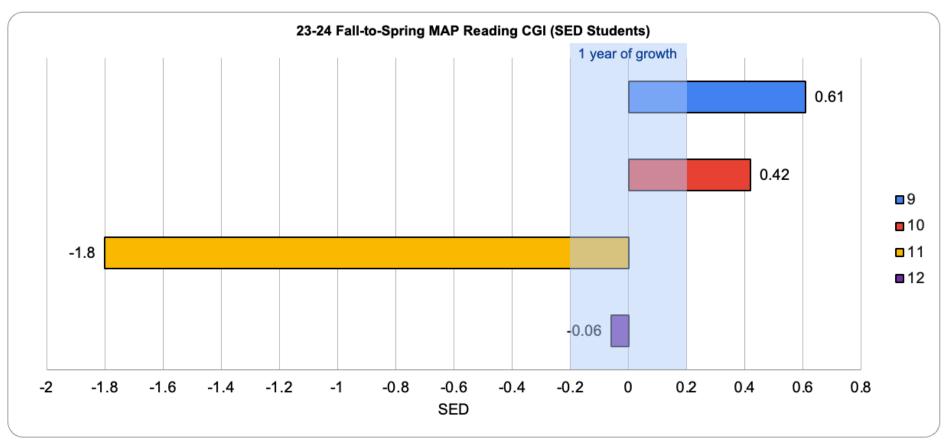
Appendix B: LPS Oakland A-G Rates 2018–2023



Source: CALPADS

Note: 2022 Represents an End-of-Year CALPADS Reporting Error by LPS

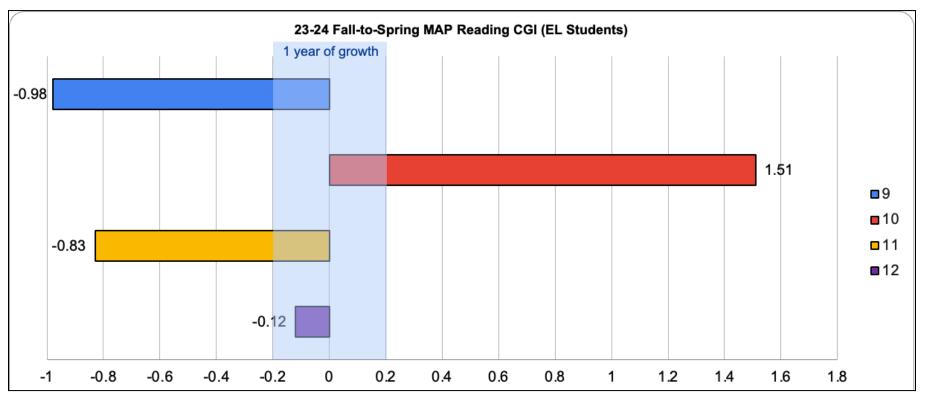
Appendix C: NWEA MAP CGI Reading Growth Socioeconomically Disadvantaged Students (SED) Students 'Year of Growth' for Grade 12 and 'Above Average Growth' for Grades 9 and 10



Source: NWEA MAP

Conditional Growth Index (CGI) of -0.2 to 0.2 = 'A Year of Growth' and a CGI than 0.2 = 'Above Average Growth'

Appendix D: NWEA MAP CGI Reading Growth English Learners (EL) Students 'Year of Growth' for Grade 12 and 'Above Average Growth' for Grade 10



Source: NWEA MAP

Conditional Growth Index (CGI) of -0.2 to 0.2 = 'A Year of Growth' and a CGI than 0.2 = 'Above Average Growth'

Appendix E: Five-by-Five Colored Table English Language Arts/Literacy for Grade 11

Performance Level	Declined Significantly from Prior Year (by 15.1 points or more)	from Prior Year (by 3.0 to 15.0 points)	Maintained  from Prior Year (declined or increased by 2.9 points or fewer)	Increased from Prior Year (by 3.0 to 14.9 points)	Increased Significantly from Prior Year (by 15.0 points or more)
Very High -75.0 points or more in Current Year	Green	Green	Blue	Blue	Blue
High	Green	Green	Green	Green	Blue
+30.0 to +74.9 points in Current Year					
Medium	Yellow	Yellow	Yellow	Green	Green
0.0 to +29.9 points in Current Year					
Low	Orange	Orange	Orange	Yellow	Yellow
0.1 to -45.0 points in Current Year					
Very Low	Red	Red	Red	Orange	Orange
45.1 points or fewer in Current Year					

Source: California School Dashboard and System of Support

Appendix F: Five-by-Five Colored Table English Learner Progress Indicator

Performance Level	Declined Significantly From Prior Year (by 10.1% p.pts or more)	Declined From Prior Year (by 2.0 p.pts to 10 p.pts)	Maintained  From Prior Year  (declined or increased by 1.9 p.pts or fewer)	Increased From Prior Year (by 2.0 p.pts to 9.9 p.pts)	Increased Significantly From Prior Year (by 10.0 p.pts or more)
Very High 65.0% or greater in Current Year	Yellow	Green	Blue	Blue	Blue
High 55.0% to 64.9% in Current Year	Orange	Yellow	Green	Green	Blue
Medium 45.0% to 54.9% in Current Year	Orange	Orange	Yellow	Green	Green
Low 35.0% to 44.9% in Current Year	Red	Orange	Orange	Yellow	Yellow
Very Low  34.9% or less than in Current Year	Red	Red	Red	Orange	Yellow

Source: California School Dashboard and System of Support

23-24 Fall-to-Spring MAP Math CGI (All Students)

1 year of growth

10
11
12

Appendix G: NWEA MAP CGI Math 'Above Average' for Grade 9

Source: NWEA MAP

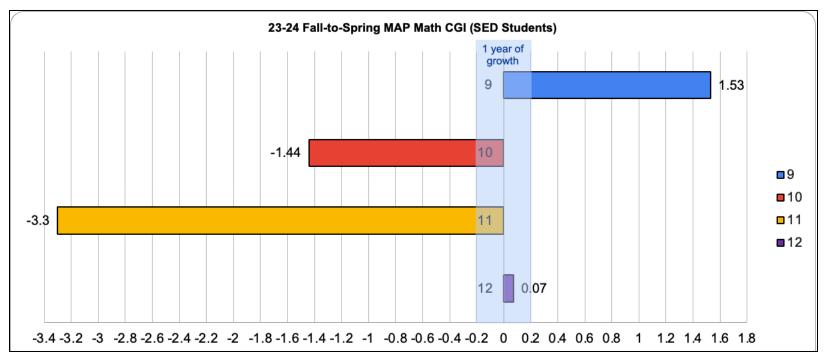
Conditional Growth Index (CGI) of -0.2 to 0.2 = 'A Year of Growth' and a CGI than 0.2 = 'Above Average Growth'

0.2 0.4 0.6 0.8

1 1.2 1.4 1.6

-2.6 -2.4 -2.2 -2 -1.8 -1.6 -1.4 -1.2 -1 -0.8 -0.6 -0.4 -0.2 0

Appendix H: NWEA MAP CGI Math Growth 'Above Average Growth' for Grade 9 and 'Year of Growth' for Grade 12 Socioeconomically Disadvantaged Students (SED) Students



Source: NWEA MAP

Conditional Growth Index (CGI) of -0.2 to 0.2 = 'A Year of Growth' and a CGI than 0.2 = 'Above Average Growth'

**Appendix I: Five-by-Five Colored Mathematics Grade 11** 

Performance Level	Declined Significantly from Prior Year (by 15.1 points or more)	Declined from Prior Year (by 3.0 to 15.0 points)	Maintained  from Prior Year (declined or increased by 2.9 points or fewer)	Increased from Prior Year (by 3.0 to 14.9 points)	Increased Significantly from Prior Year (by 15.0 points or more)
Very High	Green	Green	Blue	Blue	Blue
+25.0 points or more in Current Year					
High	Green	Green	Green	Green	Blue
0.0 to +24.9 points in Current Year					
Medium	Yellow	Yellow	Yellow	Green	Green
-0.1 to -60.0 points in Current Year					
Low	Orange	Orange	Orange	Yellow	Yellow
-60.1 to -115.0 points in Current Year					
Very Low	Red	Red	Red	Orange	Orange
-115.1 points or fewer in Current Year					

Appendix J: Five-by-Five Colored Table Suspension High School

Performance Level	Increased Significantly from Prior Year (by 3.1 p.pts or more)	Increased from Prior Year (by 0.5 p.pts to 3.0 p.pts)	Maintained from Prior Year (declined or increased by 0.4 p.pts or fewer)	Declined from Prior Year (by 0.5 p.pts to 2.9 p.pts)	Declined Significantly from Prior Year (by 3.0 p.pts or more)
Very Low 1.5% or less in Current Year	N/A	Green	Blue	Blue	Blue
Low 1.6% to 3.5% in Current Year	Orange	Yellow	Green	Green	Blue
Medium  3.6% to 6.0% in  Current Year	Orange	Orange	Yellow	Green	Green
High 6.1% to 9.0% in Current Year	Red	Orange	Orange	Yellow	Yellow
Very High  9.1% or greater in  Current Year	Red	Red	Red	Orange	Yellow

Board Office Use: Legislative File Info.				
File ID Number	19-1420			
Introduction Date	6/12/19			
Enactment Number	19-1318			
Enactment Date	6/12/19 If			



### Memo

**To** Board of Education

From Kyla Johnson-Trammell, Superintendent

Sonali Murarka, Director – Office of Charter Schools

**Board Meeting Date** June 12, 2019

Subject Charter School Facilities Program - Memorandum of Understanding -

Leadership Public Schools, Oakland Unified School District, and State of California, State Allocation Board and California School Finance

Authority

Action Vote

**Background** This Memorandum of Understanding ("MOU") is an agreement between the

State of California, LPS Oakland R&D, and Oakland Unified. As a requirement to receive Prop 51 funding, this MOU must be approved by the District.

As stated on page 2 of the MOU, the intention of the MOU is to "tie together two (2) separate legal agreements: (i) a Funding Agreement by and between the State and the Charter School; and (ii) a Facilities Use Agreement by and

between the School District and the Charter School."

This MOU outlines the rules and conditions of Prop 51 and the obligations of the charter school to the State. This MOU is the template language the State uses for all Prop 51 agreements. It is the same MOU language that the Board

approved and signed for Lazear earlier this year.

**Discussion** N/A - All likely points for discussion pertain to the long-term lease.

Fiscal Impact The MOU has no direct fiscal impact for the District, as the fiscal impact

comes from the long-term lease. Signing of this MOU allows the charter school to begin to draw down 10% of Prop 51 funds to use for the design and

scoping of the construction/renovation project.

**Attachment** Memorandum of Understanding

# CHARTER SCHOOL FACILITIES PROGRAM MEMORANDUM OF UNDERSTANDING

#### By and Among:

Leadership Public Schools,
a Charter Management Organization,
on behalf of LPS Oakland R & D (at Castlemont),
(CDS Code # 01-61259-0126748)
a California Charter School

and

Oakland Unified School District, a California Public School District;

and

The State of California,
State Allocation Board and California School Finance Authority

#### ARTICLE I - PURPOSE AND LIMITATION

- B. The Charter School has applied to the State for financing of its charter school facilities project ("Facilities") under the Charter School Facilities Program ("CSFP") established pursuant to Article 12 of Chapter 12.5 of Part 10 of the California Education Code and the regulations for its implementation provided in Title 4, Cal.

Code Regs., Section 10151, et seq., and Title 2 Cal. Code Regs., Section 1859.160, et seq., attached hereto and incorporated by reference. A copy of the Funding Agreement is attached as <a href="Exhibit "A"</a>. A copy of the Authority's Staff Summary is attached to the Funding Agreement as <a href="Exhibit "D"</a> and incorporated herein by reference as a means of defining the Facilities.

C. This MOU is intended to tie together two (2) separate legal agreements: (i) a Funding Agreement by and between the State and the Charter School; and (ii) a Facilities Use Agreement by and between the School District and the Charter School. In accordance with the CSFP, the State is the lender of certain monetary funds to the Charter School to enable the Charter School to acquire real property and/or construct improvements thereon. This loan transaction is set forth in the Funding Agreement of which the School District is not a party to because it is not a lender and does not have obligations under said Funding Agreement. In accordance with Section 17078.57(a)(3)(A) of the California Education Code, the School District must hold title to the Facilities, acquired with the funds loaned by the State under the CSFP, in trust for the benefit of the state public school system. Pursuant to the CSFP, the School District as the holder in trust of the Facilities must provide the use of the Facilities to the Charter School for a charter school educational program and, hence, is the basis for the Facilities Use Agreement between the School District and the Charter School.

A copy of the Funding Agreement, <u>Exhibit "A"</u>, and the School District's Facilities Use Agreement, <u>Exhibit "B"</u>, are incorporated into this MOU solely for the purpose of setting forth the separate instruments for this transaction and not for the purpose of making the State a party to the Facilities Use Agreement and the School District a party to the Funding Agreement. This MOU, the Funding Agreement and the Facilities Use Agreement (collectively, the "Agreements") set forth the entire agreements between the parties regarding the loan of funds and use of the real property pursuant to the CSFP. There are no understandings, agreements, representations, or warranties, express or implied, not specified herein regarding this MOU, the Funding Agreement and the Facilities Use Agreement; provided, that in the event any portion of this MOU, the Funding Agreement and/or the Facilities Use Agreement is held unenforceable by a court of competent jurisdiction, the remainder of the applicable agreement shall remain in full force and effect and shall not nullify the intent of the CSFP.

- D. This MOU is being entered into in accordance with the requirements of the CSFP. To the extent this MOU is inconsistent or in conflict with the provisions of the CSFP and the implementing regulations, the CSFP and implementing regulations shall prevail.
- E. Notwithstanding any provision contained herein, the duties and obligations of the State and the School District shall be limited to the following:
  - 1. The State. The State shall be responsible to administer the CSFP and determine eligibility of and compliance by the Charter School to the requirements of the CSFP. The School District shall have no duty or

- obligation to administer, monitor or enforce any requirements imposed upon the Charter School under the CSFP.
- 2. <u>The School District</u>. The School District's duties and obligations under the CSFP shall be limited to the following:
  - Accept title to the Facilities, as defined below, as trustee for the State
    of California public school system. Title shall be conveyed by an
    instrument acceptable to the School District; and
  - b. In the event the Charter School, or any subsequent charter school, ceases to use the Facility or an Event of Default occurs, the School District shall observe the requirements of Section 17078.62 of the California Education Code as set forth in Section 4.2 below.
    - Other than the duties set forth in this Article I, E(2), no duties or responsibilities shall be imposed upon the School District as the result of it holding title to the Facility in trust for the California public school system except for that which is expressly contained in this Agreement.
- 3. Securing Approvals, Permits and Other Entitlements. Notwithstanding State supplied bond funds, the State and the School District shall have no duty or obligation to secure, or expend funds or incur costs to secure, any approvals, permits and other entitlements for the Facility and operation of the Charter School. This limitation on duty and obligation shall apply to any repair, maintenance, modification, renovation, addition, expansion, reconstruction or re-habilitation occurring after the completion of initial construction of the Facility ("Future Work").
- 4. <u>Construction</u>. The State and the School District shall have no duty or obligation to construct all or any portion of the Facility or any Future Work. In the event of abandonment or any failure to complete the construction of the Facility or any Future Work for any reason, the School District, as trustee, will secure the site while it observes the requirements of Section 4.2 below.
- 5. Additional Funds. Other than the grant and the loan approved and provided under the CSFP, the State shall not be obligated to provide additional funds or financing for the planning, design, construction (including change orders and completion of construction), operation or maintenance of the Facility. The School District, by virtue of holding title to the Facility as trustee for the California public school system, shall not be obligated to provide additional funds or financing for the planning, design, construction (including change orders and completion of construction), operation or maintenance of the Facility.
- 6. <u>Cooperation</u>. In the event Charter School fails to complete construction or rehabilitation of the Facilities for any reason or fails to operate a school at the Facilities for any reason, the School District agrees that as the owner in trust of the Facilities for the public school system, the School District shall

cooperate with the State in its efforts to complete the construction of the Facilities or its effort to have a charter school operate from the Facilities; provided, that nothing in this MOU, the Funding Agreement, if applicable, and the Facilities Use Agreement shall require the School District to incur any costs or liabilities, or increase the School District's duties, obligations or exposure to liability, unless agreed to in writing by the School District.

# ARTICLE II - FINANCING OF THE CHARTER SCHOOL'S PROJECT

# 2.1 Fifty Percent Local Matching Share Obligation

- A. The Charter School's Application for preliminary apportionment for the Facilities has been approved by the State. The Charter School's Apportionment ("Apportionment") is contingent upon the Charter School paying its 50% Local Matching Share obligation, which will be paid to the State by way of payments pursuant to the Funding Agreement.
- B. The Charter School's Application for a preliminary, advance, or final apportionment for the Facilities has been approved by the State. The State will provide as a grant funding for fifty percent (50%) of the approved costs for the Facilities and the Charter School will be responsible for fifty percent (50%) of the approved costs for the Local Matching Share for the Facilities. The Final Apportionment Amount will be reduced by any amounts received by the Charter School through an Advance Apportionment(s). The amounts of the Preliminary, Advance, and Final Apportionments are set forth in Exhibit "A" of the Funding Agreement.
- C. The Charter School will receive initial funding from the State for the Local Matching Share, less any lump sum payments made by, or on behalf of, the Charter School.

#### 2.2 Conditions for Release of Funding

The following conditions must be satisfied before the State will release funding:

- A. The Charter School shall comply with all funding release conditions contained in the Funding Agreement to the satisfaction of the State.
- B. The Charter School agrees to utilize its apportionment for purposes consistent with the CSFP, and consistent with the purposes for which it was approved. The Charter School shall comply with any and all requirements and conditions imposed upon it for the development and operation of the Facility by any applicable governmental agency.
- C. Each party is duly authorized to enter, deliver, and perform this MOU, the Funding Agreement, as applicable to the appropriate parties, and the Facilities Use Agreement, as applicable to the appropriate parties.
- D. Pursuant to the provisions in Education Code Section 17199.4, the charter school's governing board approves the use of the intercept mechanism to make CSFP payments to the State. Evidence of filing of the intercept notice pursuant to 17199.4 in a form satisfactory to the Authority.

#### 2.3 Charter School Facilities

- A. The Charter School's Facilities includes the real property and all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property as described in its application for funding under CSFP.
- B. The Charter School's Facilities are located or will be located within the boundaries of the School District in the city and county as in <a href="Exhibit "D" of the Funding Agreement and is physically located within the school attendance area generating eligibility for funding, if applicable.</a>
- C. The Charter School has satisfied itself as to the suitability of the Facilities by its own inquiries and tests. The Charter School shall, by entering into and occupying the Facilities, be deemed to have accepted the Facilities and to have acknowledged that they are in good order, condition and repair.
- D. The Charter School represents and warrants that it, by and through its officers, employees, agents and consultants, has made a thorough and independent examination of the Facilities and all matters related to its decision to enter into this Agreement. The Charter School is thoroughly familiar with all aspects of the Facilities and is satisfied that they are in an acceptable condition and meet its needs. The Charter School is solely responsible for identifying the real property, evaluating the condition of the title and suitability of the land for the Charter School's intended purpose, and negotiating and closing the acquisition of the real property. In addition, the Charter School is solely responsible for the construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the real property

The State and/or the School District shall not have any obligation for construction work or improvements on or to the Facilities, to insure completion of construction, or provide additional funding in the event the Charter School determines it has insufficient funds to complete construction or operate the charter school. Pursuant to the CSFP, the School District is obligated to take title to the Facilities in trust for the benefit of the state public school system but such obligation does not make the School District a guarantor or warrantor of the Facilities and shall not impose any duty upon the School District to administer or oversee the construction of the Facilities by the Charter School, or in the event of any default prior to completion of construction, demolish all or any portion of the Facilities.

#### 2.4 Payment

- A. The Charter School shall make payments to the State, as provided in the Funding Agreement in satisfaction of the requirements of the CSFP.
- B. This MOU, the Funding Agreement and the Facilities Use Agreement shall not be deemed to constitute a debt or liability or obligation of the State, the School District, or any political subdivision thereof, or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be a special obligation payable solely from the payments made by the Charter School. The obligation to make payments does not constitute an indebtedness of the Charter School or the School District, within the meaning of any constitutional or statutory

- debt limitation or restriction and in all cases shall be made solely from legally available funds.
- C. Pursuant to the provisions in Education Code Section 17199.4, the charter school's governing board approves the use of the intercept mechanism to make CSFP payments to the State.

#### ARTICLE III - SECURITY PROVISIONS

- A. If title to the real property is already held by the Charter School:
  - 1. the Charter School, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the School District and the State, which shall convey title to the real property from the Charter School to the School District as trustee on behalf of the state public school system. The Charter School will convey to and the School District will accept conveyance of the good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in any other provisions of this MOU. Prior to release of final apportionment, the Charter School must provide evidence to the State that title to the real property has been transferred to the School District. If Charter School fails to meet this requirement, Charter School will be in default of this MOU.
  - 2. The Charter School shall provide proof satisfactory to the State and the School District that all liens and encumbrances that may arise from the construction of the Facilities have been released and/or satisfied.
  - 3. The Charter School shall submit to the State and the School District for its review and acceptance a title report and a copy of each instrument listed in said title report. The title report shall be issued no more than thirty (30) calendar days prior to the date of submittal.
  - 4. The Charter School shall provide to the State and the School District for its review and acceptance an American Land Title Association ("ALTA") survey which together with (3) above, shall be sufficient for the Charter School,, at its sole cost and expense, shall provide the School District with a ALTA owner's policy for the benefit of the School District and the State.
- B. If title to the real property is not held by the Charter School, the School District, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the State, which shall convey title to the real property in trust on behalf of the state public school system. The School District will accept conveyance of the good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in any other provisions of this MOU.
- C. The School District shall provide to the State for its review and files the original Final California Department of Education ("CDE") approval subject to waivers

and/or exemptions to the use of real property as a school facility; provided, that if CDE has provided the Charter School any waivers and/or exemptions the Charter School shall obtain from CDE and provide to the School District a valid assignment of such waivers and/or exemptions. The purpose of the assignment is to ensure that the conveyance of fee title from the Charter School to the School District will not result in a situation whereby the Facilities then become non-compliant because of the transfer of fee simple title to the School District due to those requirements and standards that are typically imposed upon the School District.

- D. The School District shall provide to the State for its files the original "No Further Action" or "Further Action Letter" from the California Department of Toxic Substance Control ("DTSC"); provided, that if DTSC has issued a Further Action Letter, the Charter School shall provide to the School District proof satisfactory to the School District that all requirements of the Further Action Letter have been satisfied. Simultaneously with the delivery of the foregoing, the Charter School shall deliver to the State a copy of the documents delivered to the School District.
- E. The School District shall provide to the State for its review and files the final approval issued by DTSC for the final Preliminary Environmental Assessment ("PEA") for the real property, if applicable.
- F. The School District shall provide to the State for its files the final approval of any applicable Federal, State, City or County agency necessary for the acquisition and construction of the Facilities, and the operation of the Facilities for an educational program conducted by the Charter School. As an example, and not as means of limitation, a charter school may require approval from the California Coastal Commission if a project will be located within its jurisdiction.
- G. Simultaneously with the delivery of the documents and instruments required in this Article III.A, the Charter School shall deliver to the State a copy of the same documents and instruments delivered to the School District.
- H. Title to the Facilities shall be conveyed to the School District by a grant deed or bill of sale, if applicable, agreed to and accepted by the School District. Title to the Facilities shall be held solely by the School District in whose boundaries the Facilities are to be located, in trust, for the benefit of the state public school system.
- I. Any person or entity providing a substantial contribution that is applied to the costs of the project in excess of the state share and the local matching share may be granted a security interest, as approved and memorialized in a written instrument executed by the State, to be satisfied from the proceeds, if any, realized when the property is ultimately disposed of. If the contribution was made for the explicit purpose of purchasing any asset with a normal life expectancy of less than twenty years, the security interest will be adjusted to reflect the depreciation of the assets. Contributions used solely to assist the applicant in meeting its local matching share shall not be entitled to a security interest. Where a contribution results in total project funding beyond the state and local matching shares, the contributor's security interest shall be limited to the amount in excess of the state share and local matching share.

- J. If a default occurs and all payments have not been made, the security interest of any person or entity providing a substantial contribution to the costs of the project shall be satisfied only after the account is reimbursed for any remaining unpaid local matching share and the School District has been reimbursed for any costs and expenses incurred, if any, as the result of such default.
- K. Simultaneously with the execution of the Grant Deed, the Charter School and the School District shall enter into a Facilities Use Agreement, <u>Exhibit "B"</u>. This Facility Use Agreement shall contain as standardized provisions the following, which must be addressed to the satisfaction of the State:
  - 1. The acquisition and maintenance of all required licenses or permits. Any costs associated with licenses or permits shall not become an obligation of the State.
  - 2. The payment of all fees, and public charges of whatever nature accessed against the Facilities, including the payment of all taxes, and costs associated with telephone, water, sewer, gas, heat, electricity, garbage disposal, trash disposal, and all other services and utilities. Such fees and charges shall not become an obligation of the State.
  - 3. Prohibited uses of the Facilities, and provisions for the maintenance and repair of the Facilities. The State shall not under any circumstance be required to make any improvements or install any equipment on the Facilities, make any repairs, alterations or replacements of any nature to the Facilities, make any expenditures whatsoever in connection with this MOU or maintain the Facilities in any manner. The State shall not be required to maintain, repair or rebuild all or any part of the Facilities, and the Charter School or School District waive the provisions of Civil Code Sections 1941 and 1942 and any other law that would require the maintenance of the Facilities in a leasable condition or would provide the School District with the right to make repairs and deduct the cost of those repairs from its payments.
  - 4. The handling of hazardous materials.
  - 5. Insurance requirements, in addition to those specified in this MOU, for all risk (special-causes-of-loss) property and fire insurance; commercial general liability insurance; rental value insurance; worker's compensation insurance; flood and earthquake insurance as necessary; and such other types of insurance or endorsements to existing insurance as may be required by the School District.

#### ARTICLE IV - DEFAULT AND REMEDIES

#### 4.1 Events of Default

The occurrence of any of the following shall constitute a "Default" or "Event of Default" under this Agreement:

- A. Failure by the Charter School to commence to use and occupy the Facilities for the operation of a charter school within one (1) year of receiving the certificate of occupancy issued by the Division of the State Architect.
- B. Failure by the Charter School to make any payment when due where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State or the School District.
- C. Failure by the Charter School to maintain insurance on the Facilities or to provide reasonable evidence of insurance as required by the Funding Agreement and the Facilities Use Agreement, and where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State or the School District;
- D. Failure by the Charter School to provide reasonable evidence of compliance with all requirements whether expressly stated in this MOU, the Funding Agreement, or the Facilities Use Agreement or otherwise imposed by the State under the CSFP or other applicable law or failure to observe or perform any other applicable covenant, condition, or agreement, where such failure continues for thirty (30) calendar days after receiving written notice of the failure. If thirty (30) calendar days is insufficient and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.
- E. The Charter School shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Charter School shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Charter School, as the case may be, where possession is not restored in sixty (60) calendar days; or the Charter School shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Charter School (unless, in the case of a petition filed against the Charter School. the same is dismissed in sixty (60) days) or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the Charter School's Facilities; provided, however, in the event that any provision of this paragraph is contrary to any applicable law, it shall be of no force and effect, and not affect the validity of the remaining provisions;
- F. The determination by the State that any material representation or warranty made by the Charter School was untrue in any material respect when made;
- G. The Charter School's charter is not renewed or is revoked, or the Charter School ceases to use the Facilities for a charter school purpose. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal;

- H. The Charter School shall abandon the Facilities or breach the Facilities Use Agreement; and/or
- I. If the performance of the payment obligations of the Charter School is guaranteed, the actual or anticipatory failure or inability, for any reason, of the Guarantor to honor the guarantee as required, and the Charter School's failure to provide written alternative assurance or security, which when coupled with the Charter School's then-existing resources, equals or exceeds the combined financial resources that existed at the time this Agreement is executed. The Charter School shall have sixty (60) calendar days following written notice by the State, to provide the written alternative assurance or security.
- J. If an Event of Default occurs and the Charter School continues to occupy and/or possess the Facilities, the Charter School shall remain liable for the performance of all of the obligations of the Charter School under and subject to the Funding Agreement and the Facilities Use Agreement, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- K. Failure by the School District to acquire title of the Facilities as required prior to release of certain funds under Education Code Section 17078.63 or within 30 days of receipt of CSFP funds for site acquisition or final apportionment.

#### 4.2 Remedies on Default

The parties acknowledge and agree that this MOU, the Funding Agreement and the Facilities Use Agreement represent a unique situation that is not limited by the standard landlord's remedies provided by Sections 1951.2 and 1951.4 of the California Civil Code. The parties agree that if any Event of Default shall have occurred, any one or more of the following respective remedies, which are not exclusive but cumulative, may be pursued:

- A. If an Event of Default occurs and the Charter School continues to occupy and/or possess the Facilities, the Charter School shall remain liable for the performance of all of the obligations of the Charter School under and subject to the Funding Agreement, as amended, and the Facilities Use Agreement, as amended, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- B. If the Event of Default is solely because the Charter School's chartering authority has revoked or declined to renew the Charter School's charter, in accordance with Section 17078.62(b)(1) of the Education Code, the Charter School shall:
  - 1. have that time period specified in Section 17078.62 of the Education Code, as may be amended, to complete the review process contemplated in Section 47607 or 47607.5 of the Education Code, as may be amended; and
  - so long as the Charter School continues to use and occupy the Facilities, remain liable for the performance of all of the obligations of the Charter School under the Funding Agreement, as may be amended, and the Facilities Use Agreement, as may be amended, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.

- C. If the Event of Default is solely because the Charter School's chartering authority has revoked or declined to renew the Charter School's charter, the Charter School shall <u>not</u> be liable under the Facilities Use Agreement, as may be amended, on the effective date of the last to occur of all of the following:
  - the Charter School completes the review process provided in Section 47607 or 47607.5 of the Education Code and the Charter School fails to obtain a renewal of its charter, or the Charter School relinquishes all rights to pursue or complete the review process provided in Section 47607 or 47607.5 of the Education Code and the Charter School notifies the State and the School District of its election; and
  - 2. the Charter School vacates the Facilities and relinquishes to the School District all right, title and interest in the occupancy and use of the Facilities.
- D. Upon the occurrence of Subsection C of this Section 4.2, the School District shall permit the Facility to be used in its "as is" and "where is" condition by another charter school:
  - 1. that the State deems as qualified,
  - 2. whose charter petition is approved and is in good standing with the School District or charter authorizer; and
  - 3. that has agreed to a Funding Agreement with the State and a Facilities Use Agreement with the School District.
- E. In the event a successor charter school cannot be identified as provided in Subsection D of this Section 4.2, the School District may:
  - 1. in accordance with Section 17078.62(b)(3) of the Education Code, take possession of and use the Facility as a public school facility; provided, that the School District shall be required to make payment to the State in accordance with Section 17078.62(b)(4) or the payments shall be reduced or eliminated if the School District satisfies the conditions set forth in Section 17078.62(b)(4)(A) and (B). In the event the payments do not qualify for reduction or elimination in accordance with Section 17078.62(b)(4)(A) and (B), the State and the School District shall enter into an agreement for the School District's assumption of the payment obligation under the Funding Agreement. Assumption of the payment obligation shall in no way release the Charter School from its payment obligations that accrued prior to the termination of the Funding Agreement or from the Charter School's obligations for any holdover; or
  - 2. In accordance with Section 17078.62(b)(5) of the Education Code, if the School District declines to take possession of the Facilities or if the Facilities are no longer needed for public school purposes, the School District shall dispose of the Facilities in accordance with requirements for the disposal of surplus public school sites. The monetary proceeds from the disposal of the Facilities shall be applied in the following priority: (i) repay any unpaid local matching share in favor of the State; (ii) repay any security interest

- granted pursuant to Section 17078.57(a)(3)(B); and (iii) to the School District to be used for capital improvements in the School District.
- 3. disclaims its remainder interest in the Facilities, the State shall succeed to title owner pursuant to its remainder interest.
- F. The State may proceed by appropriate court action to enforce specific performance by the Charter School of its covenants under the Funding Agreement and this MOU and under the terms of accepting funding under the CSFP, or to recover damages for the breach thereof, including without limitation for the recovery of all past due payments together with interest, penalties, and late charges, and all other sums due the State. The Charter School shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs. The School District may proceed by appropriate court action to enforce this MOU and the Facilities Use Agreement against the Charter School.
- G. In the event of the Charter School's default and the recovery of the Facilities by the School District, the State shall have the right to recover from the Charter School via the intercept mechanism described in Section 17199.4 of the Education Code (i) the amount of all outstanding payments or other obligations (whether direct or indirect owed by the Charter School to the State), if any, which are then due and owing, together with interest and late charges, and (ii) any other amounts due from the Charter School to the State, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable by the Charter School to the State.
- H. Notwithstanding anything to the contrary, the State, the Charter School and/or the School District may take whatever action at law or in equity that may appear necessary or desirable to enforce its respective rights with respect to this MOU, the Funding Agreement, or the Facilities Use Agreement or the Facilities, and the party or parties prevailing in the action shall have all of their respective costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs as provided in this MOU, the Funding Agreement, and/or the Facilities Use Agreement or as otherwise permitted by law, paid by the parties against whom the action was brought.
- I. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this MOU, the Funding Agreement and the Facilities Use Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required under the Agreements. All remedies herein conferred upon or reserved to the parties shall survive the termination of this MOU, the Funding Agreement and/or the Facilities Use Agreement.

J. The State, in its discretion, may provide the Charter School the opportunity to cure Default for up to a thirty (30) calendar day period. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.

#### ARTICLE V - MISCELLANEOUS

#### 5.1 Release of Liability

The State and the School District are hereby released from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which the Charter School or any of the Charter School's employees or agents may have, claim to have, or which may hereafter accrue against the released parties or any of them, arising out of or relating to the Facilities or the Charter School's Facilities, including those in any way connected with any materials or substances defined as hazardous under any applicable statute, ordinance, rule or regulation, presently in, on or under, or now or hereafter emanating from or migrating onto or under the Facilities. In connection with this release, the Charter School hereby waives any and all rights conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

#### 5.2 Non-waiver

No waiver of any provision of this MOU, the Funding Agreement and/or the Facilities Use Agreement shall be implied by any failure to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver of any provision contained in this MOU, the Funding Agreement and/or the Facilities Use Agreement, if applicable, must be in writing and executed by the applicable parties and will affect only the provision specified and only for the time and in the manner stated in the writing.

### 5.3 Indemnity

A. Memorandum of Understanding. To the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the School District and/or the State as applicable, indemnify, defend and hold the School District and the State harmless from and against any and all claims, judgments, liens, damages (including costs. liabilities. consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from: (a) any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of this MOU on the Charter School's part to be observed or performed; (b) the construction, operation, maintenance, alteration, use or occupancy of the Facilities by the Charter School; (c) the condition of the Facilities, and any occurrence on the Facilities, from any

- cause whatsoever, and (d) any acts omissions or negligence of the Charter School or the Charter School's employees, agents or contractors in, on or about the Facilities.
- B. <u>Facilities Use Agreement</u>. The State is not a party to the Facilities Use Agreement and, as a result, to the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the State harmless from and against any and all Claims incurred in connection with or arising from any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of the Facilities Use Agreement on the Charter School's part to be observed or performed.
- C. <u>Funding Agreement</u>. The School District is not a party to the Funding Agreement and, as a result, to the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the School District as applicable, indemnify, defend and hold the School District harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of the Funding Agreement on the Charter School's part to be observed or performed.
- D. The Charter School will at all times protect and defend, at its own cost and expense, the title to the Facilities from and against all claims, liens and legal processes of creditors and keep all the Facilities and the title free and clear of all such claims, liens, and processes except for the liens created or expressly permitted under the Agreements and the CSFP.

#### 5.4 Notice

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the State:

California School Finance Authority 300 S. Spring, Suite 8500 Los Angeles, CA 90013

Attention: Katrina Johantgen

If to the Charter School:

Leadership Public Schools 99 Linden St. Oakland, CA 94607

Attention: Soo Zee Park

If to the School District:

Oakland Unified School District 1000 Broadway, Ste. 680 Oakland, CA 94607-4099

Attention: Marcus Battle

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

#### 5.5 Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of California.

#### 5.6 Amendments

- A. The terms of this MOU may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement of all of the parties, or except as otherwise permitted by law.
- B. The terms of this MOU may be amended, or new agreements executed, as necessary, upon the application of the Charter School and the approval by the State and the School District of a final apportionment.

#### 5.7 Force Majeure

The time for the State, the Charter School or the School District to perform any obligation or assert any right under this MOU or the CSFP shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity.

# 5.8 Severability

Should any provision of this Memorandum of Understanding be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

THE STATE:		STATE	E ALLOCATION BOARD:
		Ву:	
			Name:
		CALIF	ORNIA SCHOOL FINANCE AUTHORITY:
		By:	
			Name:
THE SCHOOL	L DISTRICT:	OAKLA	ND UNIFIED SCHOOL DISTRICT
Aime Eng,	_ 6/13/19	Ву:	
President, Board of Education	6/13/19		Name:
Kyla Johnson Trammell Secretary, Board of Education			

Edward J. Sklar Legal Counsel

APPROVED AS TO FORM:

# THE CHARTER SCHOOL: LPS OAKLAND R & D (AT CASTLEMONT)

LEADERSHIP PUBLIC SCHOOLS, ON BEHALF OF LPS OAKLAND R & D (AT CASTLEMONT)

By: <u>Patricia Suddler</u>

Name: <u>Dr. Patricia Saddler</u>

Title: <u>Superintendent</u>

# Exhibit A

Funding Agreement (attached)

# CHARTER SCHOOL FACILITIES PROGRAM FUNDING AGREEMENT

# Between the State of California,

and

Leadership Public Schools,
a Charter Management Organization, on behalf of
LPS Oakland R & D (at Castlemont)
(CDS Code # 01-61259-0126748),
a California Charter School

# **ARTICLE I – PURPOSE**

- A. This Funding Agreement ("Agreement") is made and entered into as of 6/12/19 ("Effective Date") by and between the State Allocation Board and the California School Finance Authority (individually or collectively referred to as the "State") and the charter management organization identified above on behalf of the charter school identified above, as assigned by the California Department of Education, a California Charter School operating as a non-profit public benefit corporation in accordance with Education Code Section 47604 (the charter management organization and charter school referenced above hereinafter individually and collectively referred to as "Charter School"). The provisions of this Agreement shall be effective from and after the Effective Date until the termination of the Agreement as provided herein.
- B. The Charter School has applied to the State for financing of its charter school facilities project ("Facilities") under the Charter School Facilities Program ("CSFP") established pursuant to Article 12 of Chapter 12.5 of Part 10 of the California Education Code and the regulations for its implementation provided in Title 4, Cal. Code Regs., Section 10151, et seq., and Title 2 Cal. Code Regs., Section 1859.160, et seq.
- C. The Charter School's Facilities may involve the purchase of real property or the purchase of real property and construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property, or the construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on real property that the Charter School has acquired previously.
- D. This Agreement is being entered into in accordance with the requirements of the CSFP. To the extent the Agreement is inconsistent with or in conflict to the

- provisions of the CSFP and the implementing regulations, the CSFP and implementing regulations shall prevail.
- E. The terms of this Agreement may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement of the parties, or except as otherwise permitted by law. This Agreement may be amended, or a new agreement executed, as necessary, upon the application of the Charter School and the approval by the State of a final apportionment.

#### ARTICLE II - FINANCING OF THE CHARTER SCHOOL'S PROJECT

# 2.1 Fifty Percent Local Matching Share Obligation

# A. Payments

- 1. The Charter School's Application for Preliminary, Advance, and/or Final apportionment for the Facilities has been approved by the State. The State will provide as a grant funding for fifty percent (50%) of the approved costs for the Facilities, and the Charter School is responsible for a Local Matching Share of fifty percent (50%) of the approved costs for the Facilities. The Final Apportionment Amount will be reduced by any amounts received by the Charter School through any Advance Apportionment(s). The amounts of the Preliminary, Advance and/or Final Apportionment are set forth in Exhibit "A" of this Funding Agreement.
- 2. The Charter School's Final Apportionment ("Apportionment") is contingent upon the Charter School paying its 50% Local Matching Share obligation by making payments to the State pursuant to this Agreement. The 50% grant funding does not need to be repaid.
- 3. The Charter School will make its payments on the Local Matching Share to the State through the use of the Intercept Mechanism as described in Section 17199.4 of the Education Code. The Charter School shall comply with all provisions in this section prior to any funds being released.
- 4. The Charter School will repay the Local Matching Share to the State by making monthly payment installments, in arrears, as provided for in the schedule of payments ("Payment Schedule"), developed in compliance with section 2.1(D). The amount shall include interest on the unpaid principal balance at the interest rate prescribed in Section 17078.57(a)(1)(D) and (E) of the Education Code.
- 5. Payments will be applied first to accrued but unpaid interest, then to the unpaid principal balance.
- 6. Payments may be prepaid in whole or in part at any time before the end of the payment term without penalty.
- 7. Payments shall be made directly to the State Allocation Board for deposit into the respective 2002, 2004, 2006, or 2016 Charter School Facilities Account, or as otherwise directed by the State in writing.

#### B. Late Payments

The failure to make a payment on time will cause the State to incur costs not contemplated by the parties when entering into this Agreement, the exact nature and amount of which would be extremely difficult and impracticable to ascertain. Accordingly, on the fifteenth day after a payment is due, the Charter School may be assessed, by way of damages, a late charge in an amount equal to five percent (5%) of the past due amount. The parties agree that this late charge represents a fair and reasonable estimate of the costs incurred by the State as the result of a late payment, and the Charter School agrees to immediately pay the late charge. The State's acceptance of late charges will not constitute a waiver of default with respect to the overdue payment, and will not prevent the State from exercising any other rights available under this Agreement. The Charter School will pay a late charge only once on any late payment. The late charges will be deposited into the 2002, 2004, 2006, or 2016 Charter School Facilities Account.

## C. Payment Period

The payment period shall commence upon the later to occur: (1) the Effective Date; or (2) after one full year of the Facilities being open and the Charter School commences its educational program ("Commencement Date"). The period shall end 30 years following the Effective or Commencement Date, or when paid in full.

#### D. Payment Schedule

- 1. Within thirty (30) days of the start of the Charter School's operations, the parties will execute a letter confirming the Commencement Date, the Expiration Date, the payment terms, and other such terms, including a Payment Schedule which shall be attached to this Agreement and incorporated herein as Exhibit "B".
- 2. The State shall establish the Payment Schedule in accordance with Education Code section 17078.57 and California Code of Regulations, title 4, Section 10160. The Payment Schedule may be amended, at the State's sole discretion, where the Charter School has demonstrated financial hardship to the State's satisfaction and the State has determined that the Charter School continues to be financially sound. The Payment Schedule shall end 30 years following the Effective or Commencement Date, or when paid in full.

#### E. Payments To Be Unconditional

Except as expressly provided for in this Agreement, any present or future law to the contrary notwithstanding, this Agreement shall not terminate, nor shall the Charter School be entitled to any abatement, suspension, deferment, reduction, setoff, counterclaim, or defense with respect to the payments, nor shall the obligations of the Charter School be affected (except as expressly permitted) by reason of:

1. any failure of the Facilities or any part thereof to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Facilities, any

- accident or unforeseen circumstances, or any damage to or destruction of the Facilities, or any part thereof;
- 2. any taking of the Facilities, or any part thereof, or interest therein by condemnation or otherwise;
- any prohibition, limitation, restriction or prevention of the Charter School's use, occupancy or enjoyment of the Facilities, or any part thereof, or any interference with such use, occupancy or enjoyment by any person for any reason;
- 4. any title defect, lien or any other matter affecting title to the Facilities;
- 5. any eviction by paramount title or otherwise;
- 6. any default by the Charter School;
- 7. any action for bankruptcy, insolvency, reorganization, liquidation, dissolution or other proceeding relating to or affecting this Agreement or the Charter School;
- 8. the impossibility or illegality of performance by the Charter School;
- 9. any action of any governmental authority or any other person;
- 10. the Charter School's acquisition of ownership of all or part of the Facilities;
- 11. breach of any warranty or representation with respect to the Facilities;
- 12. any defect in the condition, quality, or fitness for use of the Facilities;
- 13. Any other cause or circumstance similar or dissimilar to the foregoing, and whether or not the Charter School has notice or knowledge of any of the foregoing; or
- 14. Notwithstanding the above, nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal.
- F. Acceptance and Application of Payment; Not Accord and Satisfaction
  - 1. No receipt by the State of a lesser payment than the payment required under this Agreement shall be considered to be other than on account of the earliest amount due, and no endorsement or statement on any check or letter accompanying a payment or check shall be considered an accord and satisfaction. The State may accept checks or payments without prejudice to its right to recover all amounts due and pursue all other remedies provided for in this Agreement.
  - Acceptance of monies from the Charter School after the Charter School has
    received notice of termination shall in no way reinstate, continue, or extend
    the term or affect the termination notice. The State may receive and collect
    any payment due, and payment shall not waive or affect any prior notice,
    action, or judgment.

# 2.2 Conditions for Release of Funding

The following conditions must be satisfied, and such others as may be reasonably required by the State, before the State will release any funding:

- A. The Charter School shall have satisfied all of the requirements for such funding under the CSFP and Memorandum of Understanding, including that it shall have a current, valid charter.
- B. The Charter School shall have entered into this Agreement and the State shall have received an original of this Agreement properly executed on behalf of the Charter School, with each of the Exhibits hereto properly completed.
- C. If title to the property is already held by the Charter School, the Charter School, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the school district in which the Facilities are located ("School District"), which is listed in the attached Staff Summary, Exhibit "D", and the State, which shall convey title to the real property from the Charter School to the School District as trustee on behalf of the public school system. The Charter School must notify the State and the School District when CSFP funds are received by the Charter School. Within 30 days of receipt of CSFP funds, the Charter School must provide evidence to the State that title to the real property has been transferred to the School District. If Charter School fails to meet this requirement, Charter School will be in default of this Agreement.
- D. If the Charter School is required to have a Guarantor for its project, it shall have entered into a guaranty with an acceptable Guarantor and the State shall have received an executed original of the agreement.
- E. The State shall have received a certificate of the secretary of the Charter School as to (i) the resolution of the board of directors of the Charter School, or authorizing the execution, delivery and performance of this Agreement, (ii) the bylaws of the Charter School, (iii) signatures of the officers or agents of the Charter School authorized to execute and deliver this Agreement on behalf of the Charter School and, if applicable, attaching thereto a copy of the Charter School's certificate or articles of incorporation or partnership or limited liability company formation document certified by the Office of the Secretary of State for the State of California.
- F. Certificate of good standing issued to the Charter School by the California Secretary of State not more than 30 days prior to the Effective Date of this Agreement, if applicable.
- G. The School District shall deliver to the State a standard preliminary title report issued by a title company with respect to the Facilities, and legible copies of all documents referred to in the title report. (Exhibit "C"). The Charter School and School District shall comply with the title requirements of section 3.4 of this Agreement, and shall provide to the State, upon request, all documents and materials relating to the Facilities and the title to the Facilities.
- H. The Charter School represents that it has a minimum debt service coverage ratio determined by the State to be sufficient, but in no event to be less than 1.0x.

- I. The Charter School represents that it is financially sound, and will demonstrate to the satisfaction of the State, its continued financial soundness. If the Charter School's chartering authority revokes or declines to renew the Charter School's charter, this Agreement will be in default and the provisions of Education Code section 17078.62 shall be invoked. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal.
- J. The Charter School shall establish and maintain a separate and distinct account for deposits of all CSFP loan proceeds.
- K. The Charter School and the School District, in whose geographical jurisdiction the Charter School is located, will enter into an agreement governing the use of the facilities ("Use Agreement"). The phrase "substantial completion of construction" shall mean that standard of construction generally recognized by California construction law. The State shall have the right to review and approve the Use Agreement if there will be any modifications to the standard provisions. The State reserves the right to communicate directly with either the Charter School or the School District regarding amendments to the Use Agreement. The Charter School shall be in full compliance with the terms of the Use Agreement.

#### 2.3 Payment During Dispute Period

Notwithstanding any dispute between the Charter School, its chartering authority, the State, or any vendor under any purchase agreement or any other person, the Charter School shall make all payments when due and shall not withhold any payments pending final resolution of a dispute, nor shall the Charter School assert any right of set-off or counterclaim against its obligation to make payments, and the Charter School waives any and all rights now or hereafter available by statute or otherwise to modify or to avoid strict compliance with its obligations under this Agreement.

#### 2.4 Force Majeure

The time for the Charter School or the State to perform any obligation or assert any right under this Agreement or the CSFP shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity.

#### 2.5 No Debt or Liability/Obligation of the State

- A. This Agreement shall not be deemed to constitute a debt or liability or obligation of the State or any political subdivision thereof, or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be a special obligation payable solely by the Charter School.
- B. The obligation to make payments does not constitute an indebtedness of the Charter School or its chartering authority within the meaning of any constitutional or statutory debt limitation or restriction and in all cases shall be made solely from legally available funds.

C. The parties intend that the obligations of the Charter School shall be covenants, agreements and obligations that are separate and independent from any obligations of the State, and shall continue unaffected unless modified or terminated in accordance with an express provision of this Agreement.

#### ARTICLE III - CHARTER SCHOOL'S FACILITY

# 3.1 Utilization of Apportionment for Facility

The Charter School agrees to utilize its apportionment for purposes consistent with the CSFP, and for the acquisition of real property and the installation, construction, retrofitting and improvement of said real property in order to allow a charter school educational program to be conducted. To the extent that the apportionment is insufficient in any way, the Charter School must pay additional amounts as necessary to complete the acquisition, installation, construction, retrofitting and improvement of the Facilities and to ensure that all elements of the Facilities, including the property and improvements, are operational. The State shall have no obligation to provide additional funding beyond the apportionment provided for in this Agreement.

#### 3.2 Use of Facilities for Charter School

- A. The Charter School may use and occupy the Facilities during the term of the Agreement solely for the operation of a charter school, as authorized under the California Education Code and subject to the terms of the Use Agreement. The foregoing statement shall not constitute a representation or guaranty that the operation of a charter school may be conducted in the Facilities or is lawful or permissible under any certificates of occupancy issued for the Facilities, or is otherwise permitted by law. Use of the Facilities shall in all respects comply with all applicable legal requirements.
- B. The general terms of the Charter School's use of the Facilities shall be governed by the Use Agreement between the Charter School and the School District.
- C. Prior to commencing operations in the school, the Charter School shall provide the State and the School District with a copy of a valid certificate of occupancy issued by the appropriate governmental agency for the Facilities, if applicable, or the equivalent issued by the California Division of the State Architect.
- D. In the event the Charter School no longer is using the Facilities, the usage and priority provisions of Education Code section 17078.62 shall apply. The Charter School shall reasonably cooperate and assist with any transition that may take place pursuant to the priority provisions.
- E. The State and School District shall not have any obligation for construction work or improvements on or to the Facilities. The Charter School has made a thorough and independent examination of the Facilities and all matters related to its decision to enter into this Agreement. The Charter School is thoroughly familiar with all aspects of the Facilities and is satisfied that they are in an acceptable condition and meet its needs.
- F. The Charter School, its officers, members, partners, agents, employees and contractors shall not unlawfully discriminate, harass, or allow harassment against

any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, culture, physical disability (including HIV and AIDS), mental disability, medical condition (cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. The Charter School, its officers, members, partners, agents, employees and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.).

## 3.3 Facility Location and Suitability

- A. The Charter School's Facilities are located in the county listed in the attached Staff Summary, <u>Exhibit "D"</u>, and are more particularly described in the "Project Description" section of the summary.
- B. The property is physically located within the geographical jurisdiction of the School District in which the Facilities are located, which is listed in <a href="Exhibit "D" and the school attendance area generating eligibility for funding, if applicable.">Exhibit "D" and the school attendance area generating eligibility for funding, if applicable.</a>
- C. The Charter School has satisfied itself as to the suitability of the Facilities by its own inquiries and tests. The Charter School shall, by entering into and occupying the Facilities, be deemed to have accepted the Facilities and to have acknowledged that they are in good order, condition and repair.

#### 3.4 Title to the Facilities

- A. The School District has obtained or will obtain upon release of funds from the State, good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in the title report on the terms and conditions of this Agreement. The Charter School agrees to obtain and transfer title in accordance with the requirements of Article III Section A of the Memorandum of Understanding.
- B. Title to the Facilities shall be conveyed to, and vested in trust for the benefit of the California State public school system.
- C. The Charter School and School District will at all times protect and defend, at its own cost and expense, the title from and against all claims, liens and legal processes of creditors, and keep all the Facilities and the title free and clear of all such claims, liens and processes except for the liens created or expressly permitted by the Security Provisions of this Agreement and the CSFP.
- D. Any sale, contract to sell, option to purchase, conveyance or other transference of the Facilities must first be approved by the State in writing.
- E. The Charter School will execute, acknowledge and record all documents, certificates and agreements, including without limitation any grant deed, bill of sale or assignment as necessary to effectuate a transfer to the School District title to the Facilities, as provided herein, and provide copies of all documents, certificates

and agreements to the State as required by this Agreement or as otherwise requested by the State.

# 3.5 Insurance Requirements

# A. Types of Insurance

- 1. The Charter School shall, at its sole cost and expense, obtain and maintain at all times during the construction and occupancy of the Facilities, the following types of insurance on the Facilities, naming the State and School District loss payee and additionally insured:
  - a. All Risk (special-causes-of-loss) property and fire insurance (with extended coverage endorsement including malicious mischief and vandalism and sprinkler leakage).
  - b. Commercial general liability insurance (broad form) covering claims for bodily injury, personal injury, death and property damage based on or arising out of the ownership, use, occupancy or maintenance of the Facilities and all areas appurtenant thereto.
  - c. Rental value insurance.
  - d. Worker's compensation insurance
  - e. Other types of insurance or endorsements to existing insurance as may be reasonably required from time to time by the School District or the State.
- B. The Charter School shall not do anything, or permit anything to be done, in or about the Facilities that would: (i) invalidate or be in conflict with the provisions of or cause any increase in the applicable rates for any fire or other insurance policies covering the Facilities (unless it pays for such increased costs); (ii) result in a refusal by insurance companies of good standing to insure the Facilities in amounts reasonably satisfactory to the School District; (iii) result in injury to any person or property by reason of the Charter School's operations being conducted in the Facilities; or (iv) result in the cancellation of or assertion of any defense by the insurer to any claim under any policy of insurance maintained by or for the benefit of the School District.
- C. The Charter School, at its own expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body that shall hereafter perform the function of such Association.
- D. All of the insurance policies required shall be issued by corporate insurers licensed or qualified to do business in the State of California and rated A:X or better by A.M. Best Company, and shall be in form acceptable to the School District and the State.
- E. All certificates of insurance shall be delivered to the School District and the State, along with evidence of payment in full of all premiums required. All such certificates shall be in form acceptable to the State and School District and shall require the insurance company to endeavor to give to the State and School District

- at least thirty (30) days' prior written notice before canceling the policy for any reason. Certificates evidencing all renewal and substitute policies of insurance shall be delivered to the State and School District, along with evidence of the payment in full of all premiums, at least thirty (30) days before termination of the policies being renewed or substituted.
- F. The State and School District shall be entitled to assignment and payment of all claims, causes of action, awards, payments, proceeds and rights to payment arising under or derived in connection with any insurance policy required to be maintained by the Charter School and any other insurance policies payable because of loss sustained to all or part of the Facilities, together with all interest which may accrue on any of the foregoing, provided, however, if the loss sustained to the Facilities can be repaired or constructed with the proceeds of the insurance policy (plus any additional funds needed and supplied by the Charter School), then, provided the Charter School is not in default hereunder, upon request of the Charter School, the proceeds of the insurance policy and such additional funds may be used for such repair and reconstruction of the Facilities, if agreed to by the State and the School District.
- G. The State and the School District shall immediately be notified in writing if any damage occurs or any injury or loss is sustained to all or part of the Facilities, or any action or proceeding relating to any such damage, injury or loss is commenced. The State and the School District may, but shall not be obligated to, in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Facilities, and may make any compromise or settlement of the action or proceeding, provided that no compromise or settlement of any action or proceeding that materially affects the Charter School shall be entered into or agreed to without the Charter School's prior written consent, which may not unreasonably be withheld.

#### H. Waiver of Subrogation

- 1. Notwithstanding anything to the contrary in this Agreement, the Charter School releases the School District and the State and their respective agents, employees, successor, assignees and subtenants from all liability for injury to any person or damage to any property that is caused by or results from a risk (i) which is actually insured against, to the extent of receipt of payment under such policy (unless the failure to receive payment under any such policy results from a failure of the Charter School to comply with or observe the terms and conditions of the insurance policy covering such liability, in which event, such release shall not be so limited), (ii) which is required to be insured against under this Agreement, or (iii) which would normally be covered by the standard form of "all risk-extended coverage" casualty insurance, without regard to the negligence or willful misconduct of the entity so released.
- 2. The Charter School shall obtain from its insurers under all policies of fire, theft, and other property insurance maintained by it at any time during the

term insuring or covering the Facilities, a waiver of all rights of subrogation which the Charter School's insurers might otherwise, if at all, have against the State and School District, and the Charter School shall indemnify the State and School District against any loss or expense, including reasonable attorneys' fees, resulting from its failure to obtain such waiver.

- I. No approval by the School District or the State of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the State of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible and the Charter School assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers.
- J. The Charter School is liable for all duties and obligations with respect to its purchase and development of the Facilities, and it shall bear the risk of any loss or claim relating to the Facilities. The State and the School District shall assume no liability or risk of loss.

# 3.6 Consent for Assignment

- A. The State's and the School District's (in accordance with the California Education Code) written consent shall be required before the Charter School may directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of its interest in or rights with respect to the Facilities or permit all or any portion of the Facilities to be occupied by anyone other than itself or sublet all or any portion of the Facilities. Such consent shall not be unreasonably withheld. No sublease or assignment nor any consent by the State and the School District shall relieve the Charter School of any obligation to be performed under this Agreement or under the CSFP.
- B. The Charter School shall not be permitted to assign any of its rights or liabilities under this Agreement without the written consent of the State. A transfer of control shall be deemed to have occurred if there shall be any of the following: (i) a transfer of the ultimate beneficial ownership of fifty percent (50%) or more of the equity or other ownership interests in the Charter School or of any class of equity interests in the Charter School, including, without limitation, by the issuance of additional shares or other equity interests or other ownership interests in the Charter School, (ii) a transfer of the right to receive fifty percent (50%) or more of any category of distributions made by the Charter School, or (iii) a transfer of the right to direct the management, policies or operations of the Charter School, by contract or otherwise.
- C. Except as provided in Education Code Section 17078.62, in no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Agreement or any rights or privileges hereunder be an asset of the Charter School under any bankruptcy, insolvency, reorganization or other debtor relief proceedings.

#### ARTICLE IV - REPORTING

#### A. The Charter School shall:

- 1. Report to the State any material adverse change in its financial and/or operational condition that could adversely affect its ability to make its payments under this Agreement and the CSFP;
- Report to the State if the Charter School's charter has been revoked or has not been renewed within 30 days of notification of such action, including providing a copy of the document provided by the chartering authority notifying the Charter School of such action;
- Provide audited financial statements within 120 days of the end of each fiscal year. Charter School may submit a written request for an extension from the State:
- 4. Notify the State when the Charter School incurs any borrowing of \$50,000 or more, with a duration of over one year. At its discretion, the State may conduct a financial soundness review: and
- 5. Comply with the State's requirements for reporting any civil or criminal matters.
- Provide to the California School Finance Authority quarterly reports detailing all disbursements and interest earned as it relates to the separate CSFP account referenced in section 2.2, item 10 of the Funding Agreement.

# ARTICLE V - DEFAULT AND REMEDIES

#### 5.1 Events of Default

The occurrence of any of the following shall constitute a "Default" or "Event of Default" under this Agreement:

- A. Failure by the Charter School to commence to use and occupy the Facilities for the operation of a charter school within one (1) year of receipt of the certificate of occupancy.
- B. Failure by the Charter School to make any payment when due, and such failure continues for a period of thirty (30) calendar days after receiving written notice by the State;
- C. Failure by the Charter School to maintain insurance on the Facilities or to provide reasonable evidence of insurance as required, and where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State;
- D. Failure by the Charter School to provide reasonable evidence of compliance with all legal requirements whether expressly stated under this Agreement or otherwise imposed by the State under the CSFP or other applicable law, or failure to observe or perform any other applicable covenant, condition or agreement, where such failure continues for thirty (30) calendar days after receiving written notice by the State. If thirty (30) calendar days is insufficient, and the Charter School has

- instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days;
- E. The Charter School shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Charter School shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Charter School, as the case may be, where possession is not restored in sixty (60) calendar days; or the Charter School shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Charter School (unless, in the case of a petition filed against the Charter School, the same is dismissed in sixty (60) days) or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the Charter School's Facilities; provided, however, in the event that any provision of this paragraph is contrary to any applicable law, it shall be of no force and effect, and not affect the validity of the remaining provisions;
- F. The determination by the State that any material representation or warranty made by the Charter School was untrue in any material respect when made;
- G. The Charter School's charter is not renewed or is revoked, or the Charter School ceases to use the Facilities for a charter school purpose. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal;
- H. The Charter School shall abandon the Facilities; and/or
- If the performance of the payment obligations of the Charter School is guaranteed, the actual or anticipatory failure or inability, for any reason, of the Guarantor to honor the guarantee as required, and the Charter School's failure to provide written alternative assurance or security, which when coupled with the Charter School's then-existing resources, equals or exceeds the combined financial resources that existed at the time this Agreement is executed. The Charter School shall have sixty (60) calendar days following written notice by the State, to provide the written alternative assurance or security.
- J. Failure by the School District to acquire title of the Facilities as required prior to release of certain funds under Education Code Section 17078.63 or within 30 days of receipt of CSFP funds for site acquisition or final apportionment.

#### 5.2 Remedies on Default

A. The parties acknowledge and agree that this Agreement represents a unique situation that is not limited by the landlord's remedies provided by Sections 1951.2 and 1951.4 of the California Civil Code. Whenever any Event of Default shall have

occurred, any one or more of the following respective remedies, which are not exclusive but cumulative, may be pursued:

- 1. If the Event of Default is solely because the chartering authority has revoked or declined to renew the Charter School's charter, the Charter School shall remain liable for the performance of all of the obligations of the Charter School including, without limitation, the obligation to make payments to the State when due, so long as the Charter School continues to use and occupy the Facilities.
- 2. On the termination of this Agreement for any reason, any steps the School District takes to comply with Education Code section 17078.62 shall in no way release the Charter School from its payment obligations that accrued prior to the last date upon which the Charter School had beneficial ownership and use of the facility ("Termination Date") or from the Charter School's obligation for any holdover. Assumption of this Agreement shall in no way release the Charter School from its payment obligations that accrued prior to the Termination Date or from the Charter School's obligations for any holdover.
- 3. The State may proceed by appropriate court action to enforce specific performance by the Charter School of its covenants under this Agreement and under the terms of accepting funding under the CSFP, or to recover damages for the breach thereof, including without limitation for the recovery of all past due payments together with interest and late charges, and all other sums due the State. The Charter School shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs.
- B. In the event of the Charter School's default, the State shall have the right to recover from the Charter School via the intercept mechanism described in Section 17199.4 of the Education Code via the intercept mechanism described in Section 17199.4 of the Education Code (i) the amount of all unpaid payments or other obligations (whether direct or indirect owed by the Charter School to the State), if any, which are then due and owing, together with interest and late charges, and (ii) any other amounts due from the Charter School to the State, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable by the Charter School to the State.
- C. Notwithstanding anything to the contrary, the State may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights with respect to this Agreement or the Facilities, and the Charter School, as applicable, shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs as provided in this Agreement or as otherwise permitted by law.
- D. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of

Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required under this Agreement. All remedies herein conferred upon or reserved to the parties shall survive the termination of this Agreement.

- E. No waiver of any provision of this Agreement shall be implied by any failure to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver of any provision of this Agreement must be in writing and will affect only the provision specified and only for the time and in the manner stated in the writing.
- F. The State, in its discretion, may provide the Charter School the opportunity to cure Default for up to a thirty (30) calendar day period. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.

#### <u>ARTICLE VI - RELEASE OF LIABILITY AND INDEMNIFICATION</u>

# 6.1 No Liability

- A. To the fullest extent permitted by law, the Charter School, on its behalf and on behalf of its officers, members, partners, agents, employees, and contractors, waives all claims it may have now or in the future (in law, equity, or otherwise) against the State, officials, directors, officers, attorneys, accountants, financial advisors, staff and employees arising out of, knowingly and voluntarily assumes the risk of, and agrees that the State shall not be liable for any of the following:
  - 1. Injury to or death of any person; or
  - Loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential, incidental, punitive or penal or resulting damage of any kind from any cause.
- B. The State shall not be liable under this clause regardless of whether the liability results from any active or passive act, error, omission, or negligence of any party; or is based on claims in which liability without fault or strict liability is imposed or sought to be imposed.
- C. The State shall not be liable for any latent, hidden, or patent defect of the Facilities, or any part thereof, or any failure of the Facilities or any part thereof to comply with any legal requirement.

#### 6.2 No Representations/Warranties

The Charter School does not rely on, and the State does not make any express or implied representations or warranties as to any matters including, without limitation, (a) the physical condition of the Facilities, (b) the existence, quality, adequacy or availability of

utilities serving the Facilities, (c) the use, habitability, merchantability, fitness or suitability of the Facilities for the intended use, (d) the likelihood of deriving business from the location or the economic feasibility of the business, (e) Hazardous Materials on, in under or around the Facilities, (f) zoning, entitlements or any laws, ordinances or regulations which may apply to the use of the Facilities, or (g) any other matter relating to the Facilities.

#### 6.3 Release of All Claims and Demands

The Charter School releases the State from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which the Charter School or any of its employees or agents may have, claim to have, or which may hereafter accrue against the released parties or any of them, arising out of or relating to or in any way connected with Hazardous Materials presently in, on or under, or now or hereafter emanating from or migrating onto or under the Facilities. In connection with such release, the Charter School hereby waives any and all rights conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

#### 6.4 Indemnification

- A. To the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the State harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from: (a) any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of this Agreement on the Charter School's part to be observed or performed; (b) the construction, operation, maintenance, alteration, use or occupancy of the Facilities by the Charter School; (c) the condition of the Facilities, and any occurrence on the Facilities, from any cause whatsoever; (d) any acts-omissions or negligence of the Charter School, its employees, agents or contractors in, on or about the Facilities; and (e) any breach in the Charter School's representations or warranties provided under this Agreement.
- B. The indemnification provided in this section shall apply regardless of the active or passive negligence of the State and regardless of whether liability without fault or strict liability is imposed or sought to be imposed; provided, however, that the right of indemnification shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a claim was proximately caused by gross negligence or willful misconduct.

- C. In case any action or proceeding be brought, made or initiated against any of the State relating to any matter covered by the Charter School's indemnification obligations, the Charter School, shall at its sole cost and expense, resist or defend such claim, action or proceeding by counsel approved by the State. Notwithstanding the foregoing, the State may retain its own counsel to defend or assist in defending any claim, action or proceeding, and the Charter School shall pay the reasonable fees and disbursements of such counsel. The Charter School's obligations to indemnify the State shall survive the expiration or earlier termination of this Agreement. The State is an intended third-party beneficiary of this article, and shall be entitled to enforce the provisions hereof.
- D. The Charter School's obligation to indemnify the State may not be construed or interpreted as in any way restricting, limiting, or modifying the Charter School's insurance or other obligations under this Agreement and is independent of the Charter School's insurance and other obligations. The Charter School's compliance with the insurance requirements and other obligations under this Agreement shall not in any way restrict, limit or modify the Charter School's indemnification obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement on the dates set forth below adjacent to their respective signatures. The effective date of this Funding Agreement shall be the last date set forth below.

THE STATE:	STATE ALLOCATION BOARD:
Date:	By:
	Name:
	Title:
	CALIFORNIA SCHOOL FINANCE AUTHORITY:
Date:	By: Name: Katrina Johantgen Title: Executive Director
THE CHARTER SCHOOL:	LPS OAKLAND R & D (AT CASTLEMONT)
BY: <b>LEADERSHIP PUBLIC CASTLEMONT)</b>	SCHOOLS, ON BEHALF OF LPS OAKLAND R & D (A
Date:	By:
	Name:
	Title:

# Exhibit A Schedule of Apportionments

Apportionment	Date	Amount
Preliminary		
Advance		
Final		

# Exhibit B Payment Schedule

# Exhibit C Title Documentation

# Exhibit D Staff Summary

# Exhibit B

Facilities Use Agreement (attached)

# 2ND READING DOCUMENTS (6/12/19)

Board Office Use: Legislative File Info.	
File ID Number	19-1274
Introduction Date	6-5-19
Enactment Number	
Enactment Date	



# Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Sonali Murarka, Director – Office of Charter Schools

Board Meeting Date June 12, 2019

Subject Prop 51 Long-term Facilities Use Agreement: LPS Oakland R&D

Action

Second Read and Vote

**Background** 

As described to the Board at the Board retreat on December 5, 2018, Prop 51 allows charter schools to apply for funding of new construction and/or rehabilitation projects of district-owned facilities that are at least 15 years old. Through Prop 51, LPS Oakland R&D was awarded ~\$28 million to invest in the Castlemont campus. It is an expectation of Prop 51 that the District would sign a long-term lease with the charter school.

The primary terms of the lease are as follows:

- LPS will receive a long-term lease of the following duration: July 1, 2019 through June 30, 2034
- LPS plans to use Prop 51 funds to (a) build an independent classroom building, and (b) create an Early College Center to house college classes for Castlemont and LPS Oakland students
- LPS will return Building 100 to Castlemont HS for continued Castlemont enrollment and program growth
- LPS will cap charter enrollment at the current charter authorized limit, and agrees not to request a material revision for enrollment growth throughout the duration of this lease unless mutually agreed upon by the District and LPS
- LPS will not submit a Prop 39 request for classroom space once the school has occupied their newly-constructed space
- Final design approval for construction/rehabilitation must be given by the State, LPS, and District Superintendent or designee before the Prop 51 project can move forward and construction can begin

The anticipated date for completion of the Prop 51 construction is Fall 2022.

#### Discussion

For the Board's discussion at the First Read, two potential areas to focus on:

- Given this first application of the long-term lease criteria, does LPS Oakland R&D reflect the Board's intention behind approving that criteria?
- What clarification does the Board seek on any specific terms of the lease?

# Fiscal Impact

Through Prop 51, the charter school will be investing up to \$28 million in rehabilitation and new construction on the Castlemont site. The charter school will receive half of this money as a grant, and the other half as a loan to be paid back to the State over 30 years. The District will hold title to the increased value of this property.

The Facilities Use Agreement also includes a payment structure for additional fees to be paid to the District. In addition to the annual 1% oversight fee, LPS will pay fees to the District according to the below schedule:

Term	Fees Paid to District
Years 1-5	0.5% of revenue, or Prop 39 override
Years 6-15	0.5% of revenue
Years 16-25	0.75% of revenue
Years 26-35	1.0% of revenue
Years 36+	2.0% of revenue

LPS will assume all maintenance and other facilities costs for the Prop 51 facility.

#### Attachment

Facilities Use Agreement with Exhibit A

# CHARTER SCHOOL FACILITIES AGREEMENT FOR A TERM OF July 1, 2019 through June 30, 2034

# **RECITALS**

WHEREAS, the District intends to provide facilities to the CHARTER SCHOOL, and the CHARTER SCHOOL intends to obtain its facilities from the District for the operation of the LPS Oakland R&D in lieu of an allocation of facilities pursuant to California Proposition 39 (Education Code section 47614) and its implementing regulations, as may be amended from time to time ("Proposition 39").

WHEREAS, the District has found that the CHARTER SCHOOL's use and occupation of the Site as set forth herein in lieu of Proposition 39 are authorized under Education Code section 47614, as implemented by 5 C.C.R. section 11969.1(b), provides that "[i]f a charter school and a school district mutually agree to an alternative to specific compliance with any of the provisions of this article, nothing in this article shall prohibit implementation of that alternative."

WHEREAS, the parties intend that CHARTER SCHOOL may make certain improvements to portions of the Site, as set forth more fully herein, with CHARTER SCHOOL bearing all the costs of making such improvements, except as expressly set forth herein, and bearing full responsibility for compliance with all legal requirements in the course of making such improvements.

NOW, THEREFORE, for and in consideration of the facilities use payments and of the covenants and agreements hereinafter set forth to be kept and performed by the CHARTER SCHOOL, the District hereby grants use to the CHARTER SCHOOL of the Site, subject to and upon all of the terms, covenants, and agreements hereinafter set forth. It is the intent of the parties that this written agreement supersede all previous agreements, written or unwritten, related to the use and occupation of the Site by the CHARTER SCHOOL.

# **APPLICABILITY**

This Agreement shall only relate to District's provision of facilities for the LPS Oakland R&D. However, for purposes of this Agreement, the terms Charter School and Non-Profit may be used interchangeably with the duties and responsibilities of the Charter School and Non-Profit being the same under this Agreement.

# 1. <u>SITE</u>

The CHARTER SCHOOL currently shares some portions of the Site with Castlemont High School ("Shared Space"), and has exclusive use of other portions of the Site ("Dedicated Space") (including, without limitation, all Eligible Improvements, as defined below, located thereon) located at 8601 MacArthur Boulevard, Oakland, CA 94605. The terms of Education Code section 17078.52 et seq. ("Proposition 51"), and the Charter School's "Right to Make Improvements" under Section 3(B) of this Agreement, shall only apply to the Castlemont site ("Proposed Site Development Area") and the facilities contained therein. Nothing in this Agreement shall be construed to give the CHARTER SCHOOL any rights conferred under Proposition 51 to, or any rights to make improvements to, any area outside of the Proposed Site Development Area. The District Superintendent, on behalf of the District, is hereby authorized to revise the Proposed Site Development Area, in writing, by mutual agreement with the CHARTER SCHOOL.

Prior to and during construction of the Eligible Improvements, as defined in Provision 3(B) below, CHARTER SCHOOL shall have use and occupation of the following Dedicated Space:

Building D Building E Room 25 Portable 1 Portable 2 Portable 3A Portable 3B

Terms and conditions of the occupancy of the facilities by the CHARTER SCHOOL prior to the occupancy of the Eligible Improvements may be dictated by an annual Proposition 39 or inlieu of Proposition 39 agreement between the Parties. Facilities fees charged to the CHARTER SCHOOL prior to the occupancy of the Eligible Improvements shall be outlined in the Proposition 39 or in-lieu of Proposition 39 agreement, and may supersede the terms outlined in Provision 3(A) of this agreement.

Immediately upon the occupancy of the Eligible Improvements, CHARTER SCHOOL, shall vacate Building D and Building E, and relocate into the newly constructed Eligible Improvements to the Site. These Eligible Improvements shall be the Dedicated Space for the remainder of the Agreement.

The District hereby grants to the CHARTER SCHOOL the right to joint use of the following spaces solely for the purposes to perform Charter School's activities on the terms and conditions set forth herein:

PARKING: CHARTER SCHOOL shall have non-exclusive use of the parking lot located on site. CHARTER SCHOOL shall abide by District's policies concerning the use of the lot, including the District policy relating to the drop-off and pick-up of students. CHARTER SCHOOL's use of the parking lot shall be on a first come, first-serve basis but shall not unreasonably impact other occupants with similar access rights to the parking lot. Charter School shall not abandon any LPS R&D: In-Lieu Facilities Agreement 2019-2020 through 2033-2034

inoperative vehicles or equipment on any portion of the School Site. District shall not be liable for any personal injury suffered by CHARTER SCHOOL or CHARTER SCHOOL's visitors, invitees and guests, except where such damage is caused by the District's negligence or misconduct. CHARTER SCHOOL acknowledges that District has not made and is not making any warranties whatsoever with respect to parking.

ATHLETIC FACILITIES: The District shall allow the CHARTER SCHOOL to schedule supervised student use of the School Site's gymnasium, and athletic facilities so that the CHARTER SCHOOL may provide its own Physical Education programs within the school day using the Shared Space. The CHARTER SCHOOL shall coordinate with the District to schedule its use of the athletic facilities.

AUDITORIUM: The CHARTER SCHOOL shall coordinate with the District to schedule supervised student use of the School Site's auditorium, to allow for proportional access for special events and other needs, including use during the school day.

BATHROOMS: CHARTER SCHOOL students and staff shall have equal access to bathrooms located in Shared Space.

COMMON HALLWAYS: The District shall allow CHARTER SCHOOL students to use common hallways, as may be necessary, for ingress and egress to the Dedicated and Shared Space.

DINING AREA/CAFETERIA: The CHARTER SCHOOL shall coordinate with the District to schedule supervised student use of the School Site's dining area.

COORDINATED SHARED USE: CHARTER SCHOOL use of the Shared Space shall be coordinated through the District. The District shall provide CHARTER SCHOOL with sufficient keys to access Shared Space.

STUDENT DISCIPLINE: The District and the CHARTER SCHOOL will collaborate to resolve any student disciplinary issues that involve students and/or the personal property of both the CHARTER SCHOOL and other District programs. The District shall otherwise have no responsibility as it relates to student discipline of CHARTER SCHOOL students.

BELL SCHEDULE/ALARMS/ANNOUNCEMENTS: It is recognized that the CHARTER SCHOOL may have a separate bell schedule from the District's programs. If deemed feasible, following coordination between the Parties, the Dedicated Space will have a separate intercom and bell system.

# 2. TERM

The term of this Agreement shall be for fifteen (15) consecutive school years, commencing on July 1, 2019 and ending on June 30, 2034, subject to earlier termination as set forth in this Agreement ("Initial Term"). The CHARTER SCHOOL shall have the right to renew this Agreement for one additional term of fifteen (15) years and one subsequent term of ten (10) years

("Extension Term", and the Initial Term and Extension Term(s) together are referred to as the "Term") by giving the District written notification of its desire to do so no later than July 1 of the last year of the Agreement and/or initial Extension Term. At the time CHARTER SCHOOL gives the District its written notification to exercise one of the option terms, the District or CHARTER SCHOOL may indicate its desire to meet and confer regarding the potential renegotiation of the terms of this Agreement and the parties shall meet and confer in good faith regarding whether there are revisions to terms of the Agreement that both Parties agree to. If both Parties agree to revisions to the terms of the Agreement, the Parties shall execute an amendment to this Agreement memorializing same.

This Agreement terminates automatically if CHARTER SCHOOL's program ceases to operate after a revocation, nonrenewal or surrender of the charter, and all statutory administrative, and non-judicial appeals have been exhausted. CHARTER SCHOOL shall quit the Dedicated Space, Shared Space, and/or Eligible Improvements and remove its possessions therefrom as of the effective date of termination, or upon the expiration of this Agreement. CHARTER SCHOOL shall have no obligations under this Agreement as of the effective date of the termination, except for those obligations that expressly or impliedly survive the termination of this Agreement.

No later than July 15 of the final year of this Agreement or July 15 of the final year of any option, if exercised, CHARTER SCHOOL shall contact the District to request a meeting with the District Superintendent or his/her designee to discuss whether the parties desire to enter into a successor agreement. In the alternative, CHARTER SCHOOL may make a Proposition 39 request for facilities for the year following the termination of the Agreement or the option.

If deemed necessary by the Parties, or the Office of Public School Construction, the DISTRICT and CHARTER SCHOOL shall, upon mutual written agreement, execute an amendment to this Agreement to include all terms required by virtue of Charter School's receipt of funding under Charter School Facilities Program (Proposition 51) for the construction or rehabilitation of facilities during the term of this Agreement.

# 3. CHARTER SCHOOL'S OBLIGATIONS

#### A. Rent.

In recognition of the substantial financial commitment that CHARTER SCHOOL is making to improve the District's asset, as well as the long-term debt being incurred by the CHARTER SCHOOL for same, the CHARTER SCHOOL shall pay an additional yearly fee pursuant to Education Code Section 47613(b), in addition to the 1% oversight fee charged by DISTRICT pursuant to Education Code Section 47613(a), payable to the District's general fund.

For Years 1-5 of the Term, the CHARTER SCHOOL shall pay an additional yearly fee in the amount of 0.5% of CHARTER SCHOOL's revenue, as defined in Education Code Section 47613(b) and (f).

For Years 6-15 of the Term, the CHARTER SCHOOL shall pay an additional yearly fee in the amount of 0.5% (a total 1.5% fee).

LPS R&D: In-Lieu Facilities Agreement 2019-2020 through 2033-2034

For Years 16-25 of the Term, the CHARTER SCHOOL shall pay an additional yearly fee in the amount of 0.75% (a total 1.75% fee).

For Years 26-35, the CHARTER SCHOOL shall pay an additional yearly fee in the amount of 1% (a total 2% fee).

After the CHARTER SCHOOL has repaid its debt to the State of California through the Charter School Facilities Program through the remainder of the Term, the CHARTER SCHOOL shall pay an additional yearly fee of 2% (a total 3% fee).

Payments shall be made quarterly upon invoice by the District. If payment is made more than fifteen (15) days late, District shall notify the CHARTER SCHOOL and may assess a late fee of 1% (one percent) of the installment payment due. Interest shall accrue after the installment payment is thirty (30) days late at the rate of 5% (five percent) per annum. The payment of late fees and/or interest shall not by itself excuse or cure any default by CHARTER SCHOOL, and shall not stop the District from commencing legal action to regain possession of the facilities based on default by CHARTER SCHOOL under Section 11 of this Agreement.

The above payment terms shall pertain to the entire duration of the Agreement.

- B. <u>Charter School's Right to Make Improvements on the Proposed Site Development Area.</u>
  - 1. CHARTER SCHOOL shall have the right, with the exceptions set forth herein, to make the following improvements (collectively "Eligible Improvements") only on the Proposed Site Development Area at its own expense:
    - a. Build a stand alone classroom building and return the "Dedicated Space" in Buildings D and E to Castlemont High School. Rehabilitation funds will be used to raze the three existing portables adjacent to the athletic field identified as P-1, P-2 and P-3.
    - b. Create an Early College Center, housing college classes for Castlemont and CHARTER SCHOOL students.
  - 2. The District Superintendent or his/her designee may approve, in writing, revisions to the Eligible Improvements as described herein.
  - 3. <u>CHARTER SCHOOL Option to Terminate.</u> At any time within the first five (5) years of this Agreement, CHARTER SCHOOL at its option, and without any penalties, damages or other compensation to the District, may abandon or elect not to proceed with the Project if CHARTER SCHOOL is unable to obtain approval for Proposition 51 funding, and alternate financing is not available on terms acceptable to both Parties, or CHARTER SCHOOL has reasonably determined that the Project is not feasible, in which case the Term of this Agreement shall automatically terminate on

June 30 of the following school year. If the CHARTER SCHOOL elects to abandon or not to proceed with the Project, the CHARTER SCHOOL may submit a request for Prop. 39 facilities during the school year that begins in the fall as per the Prop. 39 implementing regulations for an allocation of facilities from the District for the following school year.

4. The Eligible Improvements, if made, shall become the property of the District at the end of the term of this Agreement (or any options or mutually agreed to extensions).

All improvements, including Eligible Improvements, are subject to the following procedures and requirements:

- a. CHARTER SCHOOL must bear financial responsibility for all improvements, and must hold the District harmless for claims for payment by any contractors, subcontractors or other parties, as well as any liens assessed as result of work performed. CHARTER SCHOOL agrees to defend and indemnify the District against any claims arising out of or related to performance of the work related to the improvements, subject to Section 8 ("Indemnification") of this Agreement.
- b. CHARTER SCHOOL agrees to bear responsibility for paying for and performing any required unanticipated upgrades related to disability access triggered by the performance of any work done by CHARTER SCHOOL.
- c. CHARTER SCHOOL must follow all applicable procurement laws with respect to the Eligible Improvements; issue requests for proposals for all projects to obtain competitive pricing; adhere to prevailing wage laws; and shall make best efforts to comply with the local hiring requirements in accordance with District Administrative Regulation and Board Policy 7115 ("Capital Program / Construction Related Local, Small Local and Small Local Resident Business Enterprise Program, and Board Policy"); and adhere to all applicable minimum wage requirements.
- d. CHARTER SCHOOL's contractors shall be duly licensed in the State of California.
- e. The District reserves the right to review CHARTER SCHOOL's selection of contractors. Contract prices are subject to District approval, which shall not be unreasonably withheld. Contractors retained by CHARTER SCHOOL with respect to the construction or installation of improvements shall be fully licensed and bonded

as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The District shall be named as an additional insured on any applicable insurance policies and bonds. CHARTER SCHOOL shall bear full responsibility for ensuring that the construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to public schools including building codes and prevailing wage laws.

- f. The CHARTER SCHOOL agrees to provide a copy of documentation related to the work upon request, including requests for proposals, bids/proposals, schematic designs, specifications, work plans, work schedules, change orders, etc.
- g. All work performed, including designs (if applicable), specifications, work plans and work schedules, are subject to prior approval by the District, which shall not be unreasonably withheld, and periodic inspection by the District. CHARTER SCHOOL shall comply with all DISTRICT facilities design standards to the extent reasonably feasible and as required by the Division of State Architect ("DSA").
- h. CHARTER SCHOOL shall provide and pay for project management for all work performed, subject to compliance and progress reports to the District as requested by the District.
- i. CHARTER SCHOOL shall bear the exclusive responsibility, and bear the exclusive cost for, full compliance with any and all improvements or modifications made under this Agreement with all legal requirements, including but not limited to the Field Act (Education Code section 17280 et seq.); all requirements of DSA; any other applicable Building Code requirements; the California Environmental Quality Act (Government Code section 21000 et seq.) ("CEQA"); Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 and applicable State law governing access to facilities; and any federal, local and state requirements governing building construction, building occupancy, fire safety, food storage and preparation. Notwithstanding the foregoing, District assumes full responsibility for all DSA tickets that were open as of the date the Agreement was executed.
- CHARTER SCHOOL shall be responsible for maintaining required fire and smoke detection/alarm systems and all telephone and data communication lines.

k. CHARTER SCHOOL shall pay for its proportional share (based on square footage) of utilities charges for the Site. For purposes of this Agreement, utilities include water, irrigation, gas, electricity, telephone, security and fire alarm monitoring, data and communication lines and service, trash pick-up, and sewage fees. CHARTER SCHOOL shall be responsible, at its sole cost and expense, for the furnishing of all services and utilities to the Site, including, but not limited to heating, ventilation and air-conditioning, gas, electricity, water, telephone, trash collection, sewage disposal, and interior and exterior Site security services. CHARTER SCHOOL shall pay the cost of all utilities and other services directly to the applicable utility or service provider.

CHARTER SCHOOL agrees that the District shall not be liable for damages, by abatement of rent or otherwise, for the discontinuance, failure or interruption of any utility or other service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof; and such discontinuance, failure or interruption shall never be deemed to constitute an eviction or disturbance of CHARTER SCHOOL's use and possession of the Site or Proposed Site Development Area or relieve CHARTER SCHOOL from paying rent or other fees, costs or other amounts due and owing under this Agreement.

- 1. CHARTER SCHOOL shall pay any assessment on the Dedicated Facilities, including any improvements which CHARTER SCHOOL constructs or causes to be constructed under this Agreement, whether real estate, general, special, ordinary or extraordinary, or rental levy or tax, improvement bond, and/or fee imposed upon or levied against the Site or CHARTER SCHOOL's legal or equitable interest created by this Agreement, and the taxes assessed against and levied upon CHARTER SCHOOL's alterations and utility installations that may be imposed by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Site address and where the proceeds so generated are applied by the city, county or other local taxing authority having jurisdiction. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.
- m. Subject to and in accordance with Section 8 of this Agreement, CHARTER SCHOOL agrees to defend and indemnify the District against any and all claims arising out of any and all improvements that it makes under this Agreement in accordance with Section 8 ("Indemnification") of this Agreement.

- n. Section 6.B of this Agreement ("Alterations and Additions") shall apply to any and all improvements performed by CHARTER SCHOOL under this Agreement, provided that if there is a conflict between Section 6.B. and this Section 3.B., the provisions of this Section 3.B. shall prevail.
- o. CHARTER SCHOOL shall keep the Dedicated Space, Shared Space, and/or Proposed Site Development Area and any facilities built thereon free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of CHARTER SCHOOL. Notwithstanding anything stated herein to the contrary, if CHARTER SCHOOL fails to promptly release and remove any such lien, District, at its sole option, may immediately (but shall not be obligated to) take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by District in connection with such lien shall be immediately due and payable by CHARTER SCHOOL.
- p. CHARTER SCHOOL shall not uninstall or remove any fixtures or improvements made at the Proposed Site Development Area or Site, if such removal or de-installation will materially adversely affect the structure of any of the Buildings, without prior written approval of the District.
- q. CHARTER SCHOOL may only make improvements to facilities within the Proposed Site Development Area. CHARTER SCHOOL shall be expressly prohibited from making alternation, addition, improvement, or modification not exclusively contained within CHARTER SCHOOL's Proposed Site Development Area. Notwithstanding the foregoing, District acknowledges and agrees that certain improvements may be required to the road owned by the City of Oakland, and the District agrees to reasonably cooperate with CHARTER SCHOOL to obtain any approvals required with respect to such improvements, all in accordance with Section 3.B.3.g. of this Agreement.
- r. CHARTER SCHOOL acknowledges that the District holds title to the Site, the Proposed Site Development Area, and all existing facilities, structures, fixtures, and appurtenances thereto. The District shall hold title to any Eligible Improvements made by CHARTER SCHOOL, including but not limited to those that are constructed with Proposition 51 funds. All Eligible Improvements at the expiration or earlier termination of the term of this Agreement, or any options or mutually agreed to extensions, shall become

District's property. Except as set forth herein with respect to the Eligible Improvements, CHARTER SCHOOL expressly waives any liens, encumbrances, rights in equity, or any other claim of ownership or title thereto based upon any improvements made by CHARTER SCHOOL.

s. Within 30 days of the completion of work, CHARTER SCHOOL shall cause a Notice of Completion to be recorded in the office of the Recorder of Alameda County in accordance with Section 3093 of the Civil Code of the State of California or any successor statute, and CHARTER SCHOOL shall deliver to the District within 30 days of the recordation of the Notice of Completion a reproducible copy of the "as built" drawings, which will be prepared by the architect to include the initial drawings stamped by the California Division of State Architect plus any subsequent field changes, plus any subsequent approvals from the California Division of State Architect, if applicable.

# 5. <u>Approvals.</u>

CHARTER SCHOOL shall submit all requests for approval under this Section 3.B.4. to the Office of the General Counsel by email. District shall respond to the request for approval within ten (10) business days. If District fails to respond to the request for approval within ten (10) business days, a District employee with the approval authority will attend a meeting or conduct a conference call with CHARTER SCHOOL within five (5) business days to review and approve the requests.

# 6. Compliance with California Environmental Quality Act.

District agrees to act as "lead agency" for any required compliance with the California Environmental Quality Act (Pub. Resources Code, §§ 21000, et seq., Cal. Code Regs., tit. 14, §§ 15000, et seq. ("CEQA"), including any determination that the Project qualifies for an exemption from CEQA, using all appropriate and necessary documents which will be prepared by CHARTER SCHOOL or its consultants. District shall retain authority over review and approval of such documents, and shall not be responsible or liable for errors in and/or omissions from such documents by CHARTER SCHOOL or its consultants. CHARTER SCHOOL agrees to enter into a reimbursement agreement with the District, if necessary, and fund all reasonable costs of third party professionals and consultants necessary to comply with CEQA. In the event of any legal challenge to the Project under CEQA, District agrees to tender its defense of such challenge to CHARTER SCHOOL and to cooperate promptly thereafter as requested by CHARTER SCHOOL. Except where caused by the District's negligence or misconduct,

CHARTER SCHOOL agrees to indemnify, defend by counsel approved by the District in writing (such approval not being unreasonably withheld or delayed), and hold harmless the District, its employees, officers, governing board and members thereof, agents, and representatives, from and against any claims, liabilities, losses, costs, or damages arising out of or resulting from any claim or contention arising out of this Agreement, or CHARTER SCHOOL's use of the Site or construction of any Improvements thereon, including but not limited to, any third party challenge or contention based on CEQA.

# 7. <u>District Cooperation.</u>

District will reasonably and timely cooperate with CHARTER SCHOOL in connection with the processing by District of all third party and governmental approvals and permits required in order to construct the Eligible Improvements. District acknowledges that District's agreement to provide such cooperation is a material inducement to CHARTER SCHOOL's agreement to enter into this Agreement and that such cooperation shall include timely, reasonable, and prompt actions as may be reasonably required to enable CHARTER SCHOOL to process such approvals and permits. Such cooperation shall include, without limitation, executing, as may be requested by any governmental authority having jurisdiction over the Site or Proposed Site Development Area, applications, permits or approvals required for the construction of the Eligible Improvements.

# 4. USE

- A. <u>Independence of Operation</u>. District acknowledges that CHARTER SCHOOL is governed by CHARTER SCHOOL's own board of directors, which has the sole responsibility for determining the policies and operations of CHARTER SCHOOL in accordance with its charter.
- B. <u>Use</u>. The facilities on the Dedicated Space, Shared Space, and/or Eligible Improvements shall be used and occupied by CHARTER SCHOOL for the sole purpose of operating a California public charter school and all its related school activities and for no other purpose without the prior written consent of District. CHARTER SCHOOL's compliance with the provisions of the Civic Center Act (Education Code Section 38131, et seq.) in making use of the Facilities accessible to members of the community shall be included in the permissible uses of the Dedicated Space, Shared Space, and/or Eligible Improvements under this Agreement. CHARTER SCHOOL ACKNOWLEDGES AND AGREES (I) THAT, EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, IN ENTERING INTO THIS AGREEMENT, THE CHARTER SCHOOL HAS NOT RELIED ON ANY REPRESENTATION, STATEMENT, OR WARRANTY BY DISTRICT, OR ANYONE ACTING FOR OR ON BEHALF OF DISTRICT, AND THAT ALL MATTERS CONCERNING THE SITE AND PROPOSED SITE LPS R&D: In-Lieu Facilities Agreement 2019-2020 through 2033-2034

DEVELOPMENT AREA HAVE BEEN INDEPENDENTLY VERIFIED BY CHARTER SCHOOL; (II) THAT CHARTER SCHOOL IS TAKING/CONTINUING POSSESSION OF THE DEDICATED SPACE, SHARED SPACE, AND/OR PROPOSED SITE DEVELOPMENT AREA BASED ON ITS OWN INSPECTION AND EXAMINATION THEREOF AND ON AN "AS IS" BASIS; AND (III) THAT DISTRICT MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE DEDICATED SPACE, SHARED SPACE, AND/OR PROPOSED SITE DEVELOPMENT AREA.

C. <u>Restrictions</u>. CHARTER SCHOOL shall have no rights to the air above or the subjacent terrain below any area of the Site or Proposed Site Development Area outside of CHARTER SCHOOL's Site or Proposed Site Development Area.

# D. <u>Uses Prohibited</u>.

- 1. CHARTER SCHOOL shall not do or permit anything to be done in or about the Site or Proposed Site Development Area nor bring or keep anything therein which would fall under an exclusion from coverage or cause a cancellation of any insurance policy covering said Site or Proposed Site Development Area or any part thereof or any of its contents, nor shall CHARTER SCHOOL sell or permit to be kept, used, or sold in or about said Site or Proposed Site Development Area any articles which may be prohibited by a standard form policy of fire insurance.
- 2. Neither party shall do or permit anything to be done in or about the Site or Proposed Site Development Area that will in any way obstruct or interfere with the rights of the other party or injure or annoy the other party or use or allow the Site or Proposed Site Development Area to be used for any unlawful or objectionable purpose nor shall either party cause, maintain or permit any nuisance in or about the Site or Proposed Site Development Area. Neither party shall not commit or suffer to be committed any waste in or upon the Site or Proposed Site Development Area.
- 3. CHARTER SCHOOL shall not use the Site or Proposed Site Development Area or permit anything to be done in or about the Site or Proposed Site Development Area that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation now in force or which may hereafter be enacted or promulgated, or with CHARTER SCHOOL's charter. CHARTER SCHOOL shall comply with District policies and/or procedures or practices regarding plant operations at the Site or Proposed Site Development Area. District will provide CHARTER SCHOOL with copies of all relevant written plant operations policies. District will provide any such written policies that are amended during the term of the Agreement.

- E. <u>No Increases in Enrollment.</u> The Parties enter this Agreement with the intent to provide safe facilities to the CHARTER SCHOOL and to ensure that the CHARTER SCHOOL's facilities are safely occupied and not at over-capacity. Therefore, the CHARTER SCHOOL will not exceed the authorized enrollment projected in the charter petition. The CHARTER SCHOOL will not seek to revise its charter petition for the purpose of requesting an increase in enrollment during the term of this Agreement unless mutually agreed upon by the Parties.
- F. Remedies for Overallocation of Facilities. Once the Eligible Improvements are constructed and occupied by CHARTER SCHOOL students, if CHARTER SCHOOL's total enrollment at P-2 in any given year drops more than 20% below the target enrollment in CHARTER SCHOOL's current approved charter petition, CHARTER SCHOOL shall make all excess space not constructed or improved using Proposition 51 funding available to the DISTRICT for DISTRICT use, including for allocation to other charter schools pursuant to Prop. 39. For the purposes of this subdivision, any reclamation of facilities shall take place in the following school year. If this provision is triggered, for the following school year, the DISTRICT and CHARTER SCHOOL shall calculate the amount of space to be made available to the DISTRICT in the following year as follows:
  - a. The DISTRICT and CHARTER SCHOOL shall calculate the number of teaching stations, and the total square footage of specialized classroom and non-teaching station space, which the CHARTER SCHOOL would be entitled to pursuant to Title 5, California Code of Regulations Section 11969.3(a) and (b), using the CHARTER SCHOOL's P-2 ADA and the District's P-2 ADA and comparison school usage information for that year ("Facility Entitlement").
  - b. The DISTRICT and CHARTER SCHOOL shall compare the Facility Entitlement to the number of teaching stations, and the total square footage of specialized classroom and non-teaching station space allocated to CHARTER SCHOOL under this Agreement ("Facility Allocation"), and subtract the Facility Entitlement from the Facility Allocation ("Overallocation Facilities").
  - c. The CHARTER SCHOOL shall be required to make available for DISTRICT use, including for allocation to other charter schools pursuant to Prop. 39, all teaching stations, and all specialized classroom and non-teaching station space square footage, that is 10% above the Overallocation Facilities. As an example but not a limitation, if the DISTRICT and CHARTER SCHOOL determine that the Overallocation Facilities includes ten (10) teaching stations and 5,000 square feet of specialized classroom space, the DISTRICT shall be entitled to reclaim for its use nine (9) teaching stations and 4,500 square feet of specialized classroom space.
  - d. If the District elects to place another charter school on the Site, the co-located charter school shall pay the pro rata share for its use of the space, calculated pursuant to Title 5, California Code of Regulations Section 11969.7, directly to the CHARTER SCHOOL.

- e. For the purposes of implementing this Overallocation provision:
- i. For the purposes of determining whether an overallocation exists under this provision, the parties shall use all facilities occupied by the CHARTER SCHOOL, whether or not they were subsidized by Proposition 51 funding. In the event that the District reclaims facilities under this provision, the District may only reclaim space that was not constructed or improved using Proposition 51 funding.
  - f. The CHARTER SCHOOL and the DISTRICT, and any co-located charter school if applicable, shall work together collaboratively to identify the facilities to be reclaimed with the goal of minimizing the disruption to both programs.
  - g. If the CHARTER SCHOOL's total enrollment at P-2 in any subsequent year rises to less than 20% below the target enrollment in CHARTER SCHOOL's current approved charter petition, the CHARTER SCHOOL shall be entitled to reclaim the space used by the DISTRICT for its use until and if its total enrollment at P-2 in any subsequent year again falls to 20% below the target enrollment in CHARTER SCHOOL's current approved charter petition, in which case the process set forth in this Section shall be triggered. It is the intent of the Parties that this analysis will be performed on a yearly basis, such that any reclamation of space by the DISTRICT shall be in one year increments.
- G. <u>Representations and Covenants.</u> CHARTER SCHOOL represents and covenants that, as of the date hereof and during the entire term hereof:
  - (1) Organization. It is and shall remain a California non-profit public benefit corporation, duly organized, qualified to do business and in good standing in California and any other jurisdiction where the nature of its operations require it to be so qualified.
  - (2) Tax-Exempt Status. It has obtained, and shall maintain in full force and effect, all required approvals, consents and qualifications to be a not for profit entity under Section 501(c)(3) of the Internal Revenue Code and comparable provisions of California law.
  - (3) Charter. It has obtained and shall maintain a valid charter to operate the charter school to be operated pursuant to this Agreement.

# 5. FURNISHINGS AND EQUIPMENT

CHARTER SCHOOL shall be solely responsible for providing its own furnishings and equipment at its Dedicated Space and Shared Space, except that all furnishing and equipment at the Dedicated Space and Shared Space previously provided by the District shall not be removed

by the District. District shall have no obligation to provide additional furnishings or equipment to CHARTER SCHOOL.

# 6. MAINTENANCE AND REPAIRS; ALTERATIONS AND ADDITIONS

Maintenance and Repairs. The ongoing daily operations and routine maintenance of the facilities and equipment on the Dedicated Space is the responsibility of the CHARTER SCHOOL during the design and construction of the Eligible Improvements; major maintenance of the facilities on the Dedicated Space is the responsibility of the District. Upon occupany of the Eligible Improvements, the ongoing daily operations and both routine and major maintenance of the Eligible Improvements is the responsibility of CHARTER SCHOOL. CHARTER SCHOOL and CHARTER SCHOOL's agents and employees shall observe and comply fully and faithfully with all policies, rules, and regulations adopted by the District for the maintenance, care, protection, and cleanliness, and operation of the Site (except where the District's practice is different from its policies, rules and regulations, in which case the CHARTER SCHOOL will comply with the District's practice), and the facilities, furnishings and equipment thereon, and shall comply with all applicable laws. CHARTER SCHOOL's students, visitors, and invitees shall observe and comply fully and faithfully with all policies, rules, and regulations adopted by the District for the use and care of the Site. The District will provide CHARTER SCHOOL with copies of all relevant written use, care, maintenance and operations policies. The District will provide any such written policies that are amended during the term of the Agreement.

# B. Alterations and Additions.

1. CHARTER SCHOOL must obtain prior written consent of District Superintendent or designee for any alterations, additions or improvements that exceed \$50,000 or that involve "major repair or replacement of plumbing, heating, air conditioning, electrical, roofing, and floor systems, the exterior and interior painting of school buildings, the inspection, sampling, and analysis of building materials to determine the presence of asbestos-containing materials, the encapsulation or removal of asbestoscontaining materials, the inspection, identification, sampling, and analysis of building materials to determine the presence of lead-containing materials, the control, management, and removal of lead-containing materials" under Education Code section 17582. Alterations, additions, or improvements are defined as changes that would be deemed to be a "fixture" (in accordance with California Civil Code section 660) to the Site, Proposed Site Development Area, or any part thereof without obtaining the prior written consent of District. Civil Code section 660 defines a fixture as follows: "A thing is deemed to be affixed to land when it is attached to it by roots, as in the case of trees, vines, or shrubs; or imbedded in it, as in the case of walls; or permanently resting upon it, as in the case of buildings; or permanently attached to what is thus permanent, as by means of cement, plaster, nails, bolts, or screws; except that for the purposes of sale, emblements, industrial growing crops and things attached to or forming part of the land, which are agreed to be severed before sale or under the contract of sale, shall be treated

- as goods and be governed by the provisions of the title of this code regulating the sales of goods."
- 2. Consent for alterations, additions, or improvements may not be unreasonably withheld. District has the sole discretion to impose as a condition to the aforesaid consent any reasonable requirements the District may deem necessary, including but not limited to, the manner in which the work is done, a right of approval of the contractor by whom the work is to be performed, the times during which the work is to be accomplished, the manner in which the work is inspected, and the requirement that upon written request of District prior to the expiration or earlier termination of the Agreement, CHARTER SCHOOL will remove any and all alterations, additions or improvements installed by CHARTER SCHOOL pursuant to this provision, except for the Eligible Improvements, and only if such removal requirement is set forth in writing at the time of District's approval of the addition, alteration or improvement to be removed. District reserves the right to require approval of all terms, including but not limited to construction schedule, work hours, and modifications, as well as requiring licensing and bonding of contractors (including performance and payment bonds covering 100% of contract price), as well as compliance with applicable prevailing wage laws in relation to public works projects, all required approvals shall not be unreasonably withheld. CHARTER SCHOOL agrees to name District as an intended third party beneficiary of any contract for the construction of alterations, additions, or improvements made by CHARTER SCHOOL.
- CHARTER SCHOOL is encouraged to incorporate Collaborative for High-3. Performance Schools standards into the design of all improvements made under this Agreement and is encouraged to incorporate all editions of the California Green Building Standards Code. In addition to the public notice and participation requirement of CEQA, CHARTER SCHOOL agrees to use reasonable efforts to promote community knowledge and participation in the project and improvements described herein and to designate a community liaison for the project. In order to provide economic opportunity for residents and businesses and stimulate economic development, CHARTER SCHOOL shall make its best efforts to comply with District Administrative Regulation and Board Policy 7115 ("Capital Program / Construction Related Local, Small Local and Small Local Resident Business Enterprise Program, and Board Policy," though it shall adopt a local hiring and local small business participation program, and agree to at least 25% local hiring/local business participation for all improvements under this Agreement. CHARTER SCHOOL is encouraged to incorporate all sustainability guidelines under the Division of the State Architect's 7x7x7: Design Energy Water sustainability initiative.

- 4. All such alterations, additions or improvements that were permitted to be made consistent with Section 6.A and 6.B shall at the expiration or earlier termination of the Agreement become the property of District and remain upon and be surrendered with the Site, unless the District requests its removal as specified in Section 6.B above.
- 5. All articles of personal property owned by CHARTER SCHOOL or installed by CHARTER SCHOOL at its expense on the Site shall be and will remain the property of CHARTER SCHOOL and may be removed by CHARTER SCHOOL at any time during the Agreement term.
- 6. CHARTER SCHOOL shall be allowed to post signs that identify its location and name on the Site in a manner that is customary and equivalent to what other District school sites have established, and subject to District's prior approval.

# 7. <u>ENTRY BY DISTRICT</u>

District reserves the right to enter CHARTER SCHOOL's Dedicated Space, Shared Space, and/or Eligible Improvements to inspect the same, to supply any service to be provided by District to CHARTER SCHOOL hereunder, to submit said Dedicated Space, Shared Space, and/or Eligible Improvements to prospective purchasers or future tenants to post notices of non-responsibility and "for lease" signs, providing always that the entrance to the Dedicated Space, Shared Space, and/or Eligible Improvements shall not be blocked thereby, and further providing that the business of CHARTER SCHOOL shall not be unreasonably interfered with. Except in an emergency or a situation involving a threat to health and safety, the District will provide the CHARTER SCHOOL with at least 24 hours notice prior to entering on the Dedicated Space, Shared Space, and/or Eligible Improvements, and shall comply with the CHARTER SCHOOL's visitor policies when entering upon the Dedicated Space, Shared Space, and/or Eligible Improvements, CHARTER SCHOOL hereby waives any claim for damages for any injury or inconvenience to or interference with CHARTER SCHOOL's business, any loss or occupancy or quiet enjoyment of the Dedicated Space, Shared Space, and/or Eligible Improvements. For each of the aforesaid purposes District shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Dedicated Space, Shared Space, and/or Eligible Improvements, excluding CHARTER SCHOOL's vaults and safes, and District shall have the right to use any and all means which District may deem proper to open said doors in an emergency, in order to obtain entry to the Dedicated Space, Shared Space, and/or Eligible Improvements, and any entry to the Dedicated Space, Shared Space, and/or Eligible Improvements obtained by District by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Dedicated Space, Shared Space, and/or Eligible Improvements, or an eviction of CHARTER SCHOOL from the Site or any portion thereof.

# 8. <u>INDEMNITY</u>

A. CHARTER SCHOOL shall indemnify, hold harmless, and defend the District, its Board Members, trustees, officers, administrators, attorneys, volunteers, employees and agents

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against and from any and all claims, demands, actions, suits, losses, liability, loss, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Site after District delivers possession of the Site to the CHARTER SCHOOL, arising from CHARTER SCHOOL's use of the Site, from the conduct of its business or from any activity, work, or other things done, permitted or suffered by CHARTER SCHOOL in or about the Site; provided, however, that CHARTER SCHOOL shall not have any obligation to indemnify, hold harmless or defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Site resulting from or arising out of the negligence or misconduct of the District, its trustees, officers, employees and agents.

B. District shall indemnify, hold harmless, and defend CHARTER SCHOOL, its Board Members, trustees, officers, administrators, attorneys, volunteers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, loss, expenses and costs related to or resulting from or arising from District's negligence or misconduct in connection with the conduct of its business or from District's negligence or misconduct in connection with the any activity, work, or other things done, permitted or suffered by District, its trustees, officers, employees and agents in or about the Site; provided, however, that District shall not have any obligation to indemnify, hold harmless or defend the CHARTER SCHOOL, its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Site resulting from or arising out of the negligence or misconduct of the CHARTER SCHOOL, its trustees, officers, employees and agents.

# 9. <u>INSURANCE</u>

Without in any way limiting CHARTER SCHOOL's liability pursuant to the "Indemnification" section of this Agreement, CHARTER SCHOOL shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:

- A. <u>CHARTER SCHOOL's Coverage</u>. CHARTER SCHOOL will obtain its own insurance coverage and supply District certificates of insurance, with proof of insurance of at least the types and amounts recommended by the District's insurer based upon the standard coverage for a school of similar size and location, as follows:
  - 1. Comprehensive or commercial general liability insurance with limits not less than Ten Million Dollars (\$10,000,000) each occurrence and \$20,000,000 (twenty million dollars) in the aggregate for bodily injury and property damage.
  - 2. Comprehensive or Business Automobile Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage including coverage for Owned, Non-owned and Hired Vehicles, as applicable. District reserves the right to require CHARTER SCHOOL to maintain limits required of other tenants on District property.

- 3. Workers' Compensation as required by law, with Employer's Liability limits not less than One Million Dollars (\$1,000,000) each.
- 4. Professional Liability (Errors and Omissions or Directors and Officers) Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence.
- 5. Crime coverage for losses resulting from employee dishonesty naming the District as a loss payee with limits of no less than \$1,000,000 (one million dollars) per occurrence. Such coverage should be primary and noncontributory to any other coverage available to the District with respect to claims arising out of CHARTER SCHOOL's performance under this Agreement.
- 6. If any policies are written on a claims-made form, CHARTER SCHOOL agrees to maintain such insurance continuously in force for three years following termination or revocation or termination of the Charter or extend the period for reporting claims for three years following the termination or revocation of the Charter to the effect that occurrences which take place during this time frame shall be insured.
- 7. CHARTER SCHOOL shall be responsible, at its sole expense, for separately insuring its personal property.
- 8. CHARTER SCHOOL shall add the District as a named additional insured on its insurance policies related to the Dedicated Space, Shared Space, and/or Proposed Site Development Area, or those potentially covering any risk arising out of CHARTER SCHOOL's improvement of the Dedicated Space, Shared Space, and/or Proposed Site Development Area under this Agreement, to the extent permissible, and shall provide the District with certificates of insurance and endorsement page no later than 30 days prior to the commencement of instruction.

CHARTER SCHOOL bears exclusive responsibility for procuring insurance with respect to the improvements set forth in Section 3.B of this Agreement, including but not limited to liability, automotive, workers compensation, professional liability, and property insurance for any and all personal property and structures erected by the CHARTER SCHOOL.

B. <u>District's Coverage</u>. The District shall maintain the same levels of insurance on the Site (except for the Eligible Improvements) as it would maintain on the Site if it was an existing District school. The District is permissibly self-insured for all losses pursuant to California Education Code Section 17566. The District's election in this regard is sufficient to satisfy any and all legal obligations that require it to provide evidence of liability or property damage.

# 10. ASSIGNMENT AND SUBLETTING

CHARTER SCHOOL may not assign its rights or sublet any portion of the Dedicated Space, Shared Space, and/or Proposed Site Development Area without the written consent of the District. CHARTER SCHOOL shall not have the right to assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Agreement or any interest hereunder, permit any assignment, or other transfer of this Agreement or any interest hereunder by operation of law, sublet the Site or any portion or improvements or any part thereof, or otherwise permit the occupancy or use of the Dedicated Space, Shared Space, and/or Proposed Site Development Area or improvements or any part thereof by any persons other than CHARTER SCHOOL and its employees and contractors (all of the foregoing are hereinafter sometimes referred to collectively as "Transfers" and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "Transferee"), without first procuring the written consent of the District. Any Transfer made without the prior written consent of the District shall be null, void and of no effect, and shall constitute a default by CHARTER SCHOOL under this Agreement. Any Transferee approved by the District shall agree at all times to comply with the terms of this Agreement, including, without limitation, the continuous use of the Dedicated Space, Shared Space, and/or Proposed Site Development Area for the purposes set forth in this Agreement. Notwithstanding anything in this Section to the contrary, (i) CHARTER SCHOOL shall have the right to enter into license or concession agreements for the provision of services or goods to the students of CHARTER SCHOOL and/or to the educational programs operated by CHARTER SCHOOL, and (ii) CHARTER SCHOOL shall only have the right to assign this Agreement and all of its rights with respect to the Dedicated Space, Shared Space, and/or Proposed Site Development Area to an affiliate of CHARTER SCHOOL, in each case under clause (i) and (ii) above (A) with the consent of the District and (B) such license or concession agreement or assignment to an affiliate shall not be deemed a Transfer to the extent necessary to obtain funding under the Charter School Facility Grant program under Education Code section 47614.5. CHARTER SCHOOL shall receive approval of any such assignment from the DISTRICT either through a written amendment to this Agreement or a material revision to its Charter, which shall not be unreasonably withheld or delayed.

A. Although CHARTER SCHOOL shall have the exclusive use of its Dedicated Space and Eligible Improvements as provided for in this Agreement, CHARTER SCHOOL agrees to comply with the provisions of the Civic Center Act (Education Code section 38131 et seq.) in making use of the facilities accessible to members of the community. For purposes of compliance with the Civic Center Act with respect to the Dedicated Space, Shared Space, and/or Eligible Improvements, the CHARTER SCHOOL shall hold the same powers and obligations applicable to School District Boards of Trustees under Education Code sections 38130-38139.

# 11. DEFAULT; REMEDIES

A. <u>Default</u>. The occurrence of any of the following shall constitute a default and breach of this Agreement by CHARTER SCHOOL:

- 1. Any failure by CHARTER SCHOOL to make payments required to be paid hereunder, where such failure continues for thirty (30) days after receiving written notice of the failure to make payment.
- 2. Any failure by CHARTER SCHOOL to use and occupy the Dedicated Space, Shared Space, and/or Eligible Improvements for the operation of a charter school as required by this Agreement and/or the authorized charter petition.
- 3. Any failure by CHARTER SCHOOL to maintain insurance on the Dedicated Space, Shared Space, and/or Eligible Improvements as outlined herein or to provide evidence of insurance as required by this Agreement, and where the failure continues for thirty (30) days after receiving written notice of the failure to make payment or cancellation of insurance.
- 4. Any failure by CHARTER SCHOOL to observe and perform any other provision of this Agreement to be observed or performed by CHARTER SCHOOL, where such failure continues for thirty (30) days after receipt of written notice thereof by District to CHARTER SCHOOL, unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. CHARTER SCHOOL shall not be deemed to be in default if CHARTER SCHOOL shall within the thirty (30) day period commence such cure, and by determination of the District, diligently prosecute the cure to completion. In the event that the District has to issue written notice to CHARTER SCHOOL for violation of the same material obligation or provision of this Agreement on three or more occasions in the same fiscal year, the District may commence legal proceedings to terminate this Agreement, or take any other remedy provided in this Agreement, without the necessity of providing written notice to CHARTER SCHOOL.
- The making by CHARTER SCHOOL of any general assignment or general 5. arrangement for the benefit of creditors; the filing by or against CHARTER SCHOOL of a petition to have CHARTER SCHOOL adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CHARTER SCHOOL, the same is dismissed within 60 days); the appointment of a trustee or receiver to take possession of substantially all of CHARTER SCHOOL's assets located at the Dedicated Space, Shared Space, and/or Proposed Site Development Area or of CHARTER SCHOOL's interest in this Agreement, where possession is not restored to CHARTER SCHOOL within 30 days; or the attachment execution or other judicial seizure of substantially all of CHARTER SCHOOL's assets located at the Dedicated Space, Shared Space, and/or Proposed Site Development Area or of CHARTER SCHOOL's interest in this Agreement, where such seizure is not discharged within 30 days.

- 6. The failure of the charter school to perform, in the judgment of the District, any of the payment obligations set forth in Section 3 of this Agreement, subject to the cure provision set forth in subdivision (e) of Section 11.1 of this Agreement.
- B. <u>District Default and CHARTER SCHOOL Remedies</u>: District shall not be in material breach and default unless District fails to perform obligations required of District within a reasonable time, but in no event later than 30 days after receipt of written notice by CHARTER SCHOOL to District specifying wherein District has failed to perform such obligations; provided, however, that if the nature of the District's obligation is such that more than 30 days are required for performance, then the District shall not be in default if the District commences performance within such 30 day period and thereafter diligently prosecutes the same to completion.
- C. <u>Remedies</u>: If CHARTER SCHOOL commits any default or breach, including but not limited to the obligations set forth in Section 3 of this Agreement, then District may, at any time thereafter without limiting District in the exercise of any right or remedy at law or in equity which District may have by reason or such default or breach:
  - Maintain this Agreement in full force and effect and recover use payments 1. and other monetary charges as they become due, without terminating CHARTER SCHOOL's right to possession irrespective of whether CHARTER SCHOOL shall have abandoned the Dedicated Space, Shared Space, and/or Proposed Site Development Area. If District elects not to terminate the Agreement, then District shall have the right to attempt to lease the Dedicated Space, Shared Space, and/or Proposed Site Development Area at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Dedicated Space, Shared Space, and/or Proposed Site Development Area as District deems reasonable and necessary without being deemed to have elected to terminate the Agreement, including removal of all persons and property from the Dedicated Space, Shared Space, and/or Proposed Site Development Area; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of CHARTER SCHOOL. If any such re-letting occurs, then this Agreement shall terminate automatically.
  - 2. Terminate CHARTER SCHOOL's right to possession by any lawful means, in which case this Agreement shall terminate and CHARTER SCHOOL shall immediately surrender possession of the Dedicated Space, Shared Space, and/or Proposed Site Development Area to District. In such event District shall be entitled to recover from CHARTER SCHOOL all damages incurred by District by reason of CHARTER SCHOOL's default, including without limitations thereto, the following: (i) the worth at the time of award of any unpaid use payments which had been earned at the time of such termination; plus (ii) any other damages to which the District would be

entitled under the law. Upon any such re-entry District shall have the right to make any reasonable repairs, alterations or modifications to the Dedicated Space, Shared Space, and/or Proposed Site Development Area, which District in its sole discretion deems reasonable and necessary. As used in (i) above, the "worth at the time of award" is computed by allowing interest at the rate of 10% per year from the date of default. As used in (ii) and (iii) the "worth at the time of award" is computed by discounting such amount at the discount rate of the U.S. Federal Reserve Bank at the time of award plus 1%. The term "use payments", as used in this Section 11.C.2., shall be deemed to be and to mean the payments to be paid pursuant to Section 3 and all other monetary sums required to be paid by CHARTER SCHOOL pursuant to the terms of this Agreement.

- D. If District commits any default or breach, then CHARTER SCHOOL may, at any time thereafter without limiting CHARTER SCHOOL in the exercise of any right or remedy at law or in equity which CHARTER SCHOOL may have by reason or such default or breach, proceed in equity or at law to compel District to perform its obligations and/or to recover damages proximately caused by such failure to perform or cure any default of District at District's cost.
- E. No remedy conferred or reserved to the District or CHARTER SCHOOL is intended to be exclusive and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. The District and CHARTER SCHOOL are entitled to exercise any remedy reserved to it in this section without giving any notice other than such notice as is required under the Agreement. All remedies reserved to the District and CHARTER SCHOOL shall survive the termination of the Agreement.

# 12. CONDEMNATION

The rights and obligations of the parties shall be determined as follows: If the Dedicated Space, Shared Space, and/or Eligible Improvements are totally taken by condemnation; this Agreement shall terminate on the date of taking. If any portion of the Dedicated Space, Shared Space, and/or Eligible Improvements is taken by condemnation, CHARTER SCHOOL shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Dedicated Space, Shared Space, and/or Eligible Improvements under the terms of this Agreement, provided that the rent shall be reduced on an equitable basis, taking into account the relative value of the portion of the Dedicated Space, Shared Space, and/or Eligible Improvements taken as compared to the portion of the Dedicated Space, Shared Space, and/or Eligible Improvements remaining. Such right to terminate must be exercised by notifying District within ninety (90) days after possession of the part taken by eminent domain. All damages awarded for such taking shall belong to and is the property of District; provided, however, that CHARTER SCHOOL, not District, shall be entitled to any portion of the award to which it is entitled under applicable law.

# 13. <u>DESTRUCTION</u>

- A. If any of the improvements made by CHARTER SCHOOL are damaged by any casualty, CHARTER SCHOOL shall bear exclusive financial responsibility for replacement, but only to the extent that Proceeds (as defined below) are available to pay the costs of rebuilding, storing, repairing and replacing such improvements. CHARTER SCHOOL shall obtain adequate insurance pursuant to Section 9 of this Agreement to cover all structures, and CHARTER SCHOOL's personal property. If the DISTRICT obtains any property insurance for any facility on the Site but outside of the Eligible Improvements, in the event of any act or event damaging or destroying all or a portion of outside of the Eligible Improvements, all proceeds recovered on account of damage or destruction to any facility outside of the Eligible Improvements from said the DISTRICT-acquired insurance shall be considered the property of the DISTRICT, and the DISTRICT shall determine the use of such proceeds, except that if the District elects not to use the proceeds to repair the damaged or destroyed facilities on the Site, CHARTER SCHOOL may elect to terminate this Agreement.
- B. The District shall not be liable for any inconvenience or annoyance to CHARTER SCHOOL or its visitors, or injury to CHARTER SCHOOL's business resulting in any way from such damage or the repair thereof provided, that the foregoing sentence shall not apply to the extent the District's negligence or willful misconduct is the cause of such damage or destruction. CHARTER SCHOOL shall not be entitled to any compensation or damages from the District for loss of use of any part of the Site, or CHARTER SCHOOL's personal property used or located at the Dedicated Space, Shared Space, and/or Eligible Improvements, or for any inconvenience or annoyance occasioned by such damage or destruction, provided, that the foregoing sentence shall not apply to any damage or destruction caused by the negligence or willful misconduct of the District or limit the provisions of Section 19 below.
- C. <u>Disbursement of Insurance Proceeds</u>. All property insurance proceeds, from policies obtained and maintained by CHARTER SCHOOL, recovered on account of damage or destruction to the improvements made in the Proposed Site Development Area ("the Proceeds") shall be applied to the payment of the cost of repairing, restoring, and replacing the improvements so damaged or destroyed (the "Reconstruction"). All Proceeds shall be deposited with a depository selected by CHARTER SCHOOL and reasonably acceptable to the District and under the exclusive control of CHARTER SCHOOL ("the Depository"). If the Proceeds are insufficient to cover the anticipated cost of Reconstruction, then prior to the commencement of any Reconstruction work CHARTER SCHOOL may deposit with the Depository funds in the amount of such deficiency ("CHARTER SCHOOL's Funds"), or re-scope the repairs so that they can be covered by Proceeds. The Depository shall disburse the Proceeds and CHARTER SCHOOL's Funds, if applicable, during the course of reconstruction in accordance with customary construction disbursements, including a percentage retention that CHARTER SCHOOL and the District shall mutually agree upon.
- D. If there are funds remaining after the completion of the Reconstruction work in accordance with the terms of this Agreement, then such funds (after first deducting from such funds the fees and expenses of the Depository) shall be delivered to CHARTER SCHOOL.

If the District voluntarily obtains any of the property insurance on behalf of CHARTER SCHOOL for facilities within the Proposed Site Development Area, or CHARTER SCHOOL is paying or has paid the District for said property insurance policy(ies), all insurance proceeds recovered on account of damage or destruction to the improvements from said insurance policies shall be placed into the Depository for application towards the costs and expenses of Reconstruction. If there are not sufficient funds remaining to pay for the Depository's fees and expenses, CHARTER SCHOOL shall be responsible for the payment of same. The rights hereunder shall be subject to and subordinate to the rights of a Leasehold Mortgagee with regard to rebuilding and insurance proceeds.

E. <u>Waiver of Statutory Provisions</u>. The provisions of this Agreement, including this Section, constitute an express agreement between the District and CHARTER SCHOOL with respect to any and all damage to, or destruction of, all or any part of the improvements, and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Agreement or any damage or destruction to all or any part of the improvements.

# 14. <u>HAZARDOUS MATERIALS DISCLOSURE</u>

- A. <u>Lead</u>: CHARTER SCHOOL shall assume that all ceramic tile and painted or varnished surfaces in the Dedicated Space, Shared Space, and/or Proposed Site Development Area contain detectable levels of lead which may trigger compliance with California Code of Regulations, Title 8, Sections 1532.1. In addition, waste products from these materials could contain lead at levels that are subject to the hazardous waste requirements in the California Code of Regulations, Title 22, Sections 66260.1-66263.12 and 66268.1-66268.124 and the Health and Safety Code Section 25163, subdivision (c). Should CHARTER SCHOOL perform work that disturbs these materials, it is CHARTER SCHOOL's responsibility to handle and dispose of these materials in accordance with the regulations. If the CHARTER SCHOOL fails to comply with these regulations in performing work and this results in a Site (including the Proposed Site Development Area) or worker contamination, then CHARTER SCHOOL will be held solely responsible for all costs involved in any required corrective action, and shall indemnify the District against all claims arising therefrom, subject to and in accordance with Section 8 of the Agreement.
- B. <u>Asbestos</u>: CHARTER SCHOOL shall be responsible to review the site Asbestos Report. The District shall provide a copy of the site Asbestos Report to the CHARTER SCHOOL at the time of execution of this Agreement. CHARTER SCHOOL is responsible for complying with all applicable laws pertaining to the safe handling of asbestos-containing material (ACM) if the CHARTER SCHOOL is performing any modifications to the Dedicated Space, Shared Space, and/orProposed Site Development Area. Should CHARTER SCHOOL perform work that disturbs these materials, it is CHARTER SCHOOL's responsibility to handle and dispose of these materials in accordance with the regulations. If failure to comply with these regulations results in a Site (including Proposed Site Development Area) or worker contamination, then CHARTER SCHOOL will be held solely responsible for all costs involved in any required corrective action, and shall

indemnify the District against all claims arising therefrom, subject to and in accordance with Section 8 of the Agreement.

C. CHARTER SCHOOL, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Dedicated Space, Shared Space, and/or Proposed Site Development Area, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. The CHARTER SCHOOL shall be responsible for any and all environmental conditions proximately caused by the CHARTER SCHOOL's occupancy of the Dedicated Space, Shared Space, and/or Eligible Improvements.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Dedicated Space, Shared Space, and/or Proposed Site Development Area due to the CHARTER SCHOOL's use and occupancy thereof, CHARTER SCHOOL, at its expense, shall be obligated to clean all the property affected, to the satisfaction of District and any governmental agencies having jurisdiction over the Dedicated Space, Shared Space, and/or Proposed Site Development Area.

CHARTER SCHOOL shall not, nor shall CHARTER SCHOOL allow any party D. to, transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any hazardous substance upon or about the Dedicated Space, Shared Space, and/or Proposed Site Development Area in violation of environmental laws, nor permit any subtenant, employee, agent, invitees or contractor to engage in such activities in violation of environmental laws upon or about the Dedicated Space, Shared Space, and/or Proposed Site Development Area, during the Term of the Agreement. CHARTER SCHOOL will promptly notify District in writing if CHARTER SCHOOL has or acquires notice or knowledge that any hazardous substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Dedicated Space, Shared Space, and/or Proposed Site Development Area in violation of Environmental Laws. CHARTER SCHOOL shall promptly provide copies to District of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Dedicated Space, Shared Space, and/or Proposed Site Development Area or compliance with Environmental Laws. CHARTER SCHOOL shall promptly supply District with copies of all notices, reports, correspondence, and submissions made by CHARTER SCHOOL to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. CHARTER SCHOOL shall promptly notify District of any liens threatened or attached against the Dedicated Space, Shared Space, and/or Proposed Site Development Area pursuant to any Environmental Laws.

# 15. SURRENDER

A. <u>Surrender of Site</u>. No act or thing done by the District or any agent or employee of District during the Agreement Term shall be deemed to constitute an acceptance by District of a surrender of the Dedicated Space, Shared Space, and/or Proposed Site Development Area.

- B. Removal of Personal Property by CHARTER SCHOOL. Upon the expiration of the Term, or upon any earlier termination of this Agreement, CHARTER SCHOOL shall, subject to the provisions of this Article, quit and surrender possession of the Dedicated Space, Shared Space, and/or Proposed Site Development Area to the District in as good order and condition as when CHARTER SCHOOL completed its initial construction, rehabilitation or modernization, reasonable wear and tear excepted. Upon such expiration or termination, CHARTER SCHOOL shall, without expense to the District, remove or cause to be removed from the Dedicated Space, Shared Space, and/or Proposed Site Development Area all debris and rubbish, and such items of furniture, equipment, business and trade fixtures, free-standing cabinet work, movable partitions and other articles of personal property (including those items attached to the Dedicated Space, Shared Space, and/or Proposed Site Development Area but that can easily be removed and the area of attachment repaired) owned by CHARTER SCHOOL.
- If CHARTER SCHOOL holds over after the expiration of the Term or earlier C. termination thereof, without the express or implied consent of the District, such holding over shall not constitute a renewal hereof or an extension for any further term, and in such case the CHARTER SCHOOL shall pay during such hold over period 150% of the then current rent for the Dedicated Space, Shared Space, and/or Eligible Improvements (the "Hold Over Rent") as liquidated damages, as the District's damages under such an occurrence would be difficult to ascertain. Nothing contained in this Section shall be construed as consent by the District to any holding over by CHARTER SCHOOL, and the District expressly reserves the right to require CHARTER SCHOOL to surrender possession as provided in this Agreement upon the expiration or other termination of this Agreement. If CHARTER SCHOOL fails to surrender the Dedicated Space, Shared Space, and/or Eligible Improvements upon the expiration or earlier termination of this Agreement, in addition to any other liabilities to the District accruing therefrom, CHARTER SCHOOL shall protect, defend, indemnify and hold the District harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding CHARTER SCHOOL founded upon such failure to surrender and any losses to the District resulting therefrom subject to and in accordance with Section 8 of this Agreement.

# 16. **DISPUTE RESOLUTION**

In the event of any disagreement as to the terms of this Agreement, the parties shall utilize the Dispute Resolution process set forth in the CHARTER SCHOOL's Charter.

# 17. <u>FINGERPRINTING</u>

CHARTER SCHOOL and the District, their employees, agents, contractors and subcontractors shall comply with the requirements of Education Code Sections 45125.1 and 45125.2 related to access to the Dedicated Space, Shared Space, and/or Proposed Site Development Area and protection of minor students. CHARTER SCHOOL shall not be required to have volunteers fingerprinted if they are directly supervised at all times by a CHARTER SCHOOL employee with proper criminal background check clearance. Any volunteer or visitor having unsupervised student contact is required to undergo a fingerprint scan and criminal background check under the supervision and/or responsibility (financial and otherwise) of

CHARTER SCHOOL. CHARTER SCHOOL shall also ensure that its employees are in compliance with the tuberculosis testing requirements set forth in Section 49406 of the California Education Code.

# 18. <u>SECURITY</u>

CHARTER SCHOOL shall be responsible for securing the Dedicated Space, Shared Space, and/or Eligible Improvements, including all of the equipment and furnishings contained therein, in manner that reasonably prevents or deters the theft or destruction of District property. Such reasonable measures may include but are not limited to locking doors, locking windows, setting alarms, keeping valuable materials out of public view or restricting access to the Dedicated Space, Shared Space, and/or Eligible Improvements. The responsibility to maintain the security of the Dedicated Space, Shared Space, and/or Eligible Improvements under this subparagraph shall not be interpreted as the District's authorization of the alteration of the Dedicated Space, Shared Space, and/or Proposed Site Development Area.

# 19. WAIVER

CHARTER SCHOOL agrees to waive its right to seek and/or obtain facilities from the District under Proposition 39, or any other provision of law, beginning at such time as the CHARTER SCHOOL's students occupy the Eligible Improvements, unless the CHARTER SCHOOL is not able to construct the Eligible Improvements, in which case the CHARTER SCHOOL shall still be entitled to request facilities from the District pursuant to Proposition 39. If (i) the CHARTER SCHOOL can no longer utilize some or all of the Dedicated Space, Shared Space, and/or Eligible Improvements for school instruction as intended by the Agreement due to damage, destruction or condemnation, or (ii) this Agreement is terminated for any reason other than a default by CHARTER SCHOOL, CHARTER SCHOOL may exercise all rights under Proposition 39, and the District shall use best efforts to provide facilities under the terms of Proposition 39. In the case where the CHARTER SCHOOL seeks Prop. 39 facilities pursuant to (i), any rights excercised under Prop. 39 are limited to the number of in-District students displaced by said damage, destruction or condemnation. Moreover, if the CHARTER SCHOOL can no longer utilize some or all of the Dedicated Space, Shared Space, and/or Eligible Improvements for school instruction as intended by the Agreement due to damage, destruction or condemnation, District shall make best efforts to provide temporary space for the operation of CHARTER SCHOOL for those students displaced. Except as otherwise stated herein, CHARTER SCHOOL agrees to waive any and all claims, causes of action, and other legal actions against the District arising out of CHARTER SCHOOL's occupation of the Dedicated Space, Shared Space, and/or Eligible Improvements based on Proposition 39. Nothing in this provision shall bar the application of Section 8 ("Indemnification") of this Agreement.

<u>Waiver and Release</u>. With regard to the waiver of CHARTER SCHOOL's right to seek and/or obtain facilities from the District for LPS Oakland R&D under Proposition 39 for the Term except under certain circumstances as set forth in this Section 19, LPS, its affiliated entities and supporting organizations, and its respective present and former officers, directors, employees, agents, representatives, successors and assigns, and each of them does hereby fully and finally

settle, release, relieve, acquit and forever discharge the District and the directors, employees, administrators, assigns, agents, representatives, attorneys, and insurers, from any and all claims, claims for indemnification or contribution, complaints, causes of action, demands, liabilities, losses, or damages, including attorneys' fees and costs, experts' and consultants' fees and costs, known or unknown, which LPS may now or hereafter have against the District and the directors, employees, administrators, assigns, agents, representatives, trustees, attorneys, insurers, experts and consultants, arising out of the District's obligations to provide LPS with reasonably equivalent facilities except as set forth herein. LPS acknowledges that they are familiar with Section 1542 of the California Civil Code which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, must have materially affected his or her settlement with the debtor.

Except as provided for specifically in this Agreement, LPS waives and relinquishes any and all rights and benefits which they may have under, or which may be conferred upon them by the provisions of Section 1542 of the California Civil Code, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the subject matter of this Agreement. In connection with such waiver and relinquishment, LPS hereby acknowledges that it is aware that it or its attorneys may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the subject matter of this Agreement, but that it is the intention of the Parties to this Agreement to hereby fully, finally and forever waive said claims, whether known or unknown, suspected or unsuspected, which concern or arise out of the District's obligations, to provide Proposition 39 facilities to LPS except as set forth herein.

#### 20. MISCELLANEOUS

A. <u>Transfer of District's Interest</u>. If District sells or conveys its interest in the Dedicated Space, Shared Space, and/or Proposed Site Development Area (other than a transfer for security purposes only), then District shall be relieved from and after the date specified in any such notice of transfer of all obligations and liabilities accruing thereafter on the part of District, provided that any funds in the hands of District at the time of transfer in which CHARTER SCHOOL has an interest, shall be delivered to the successor of District. This Agreement shall not be affected by any such sale, transfer or conveyance, excepting that within 10 days of the effective date of sale, CHARTER SCHOOL shall have the right to terminate the Agreement upon 30 days written notice. CHARTER SCHOOL agrees to attorn to the purchaser or assignee provided all District's obligations hereunder are assumed in writing by the transferee.

#### B. <u>Captions</u>; <u>Attachments</u>; <u>Defined Terms</u>, <u>Amendments</u>.

- 1. The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Agreement.
- 2. Exhibits attached hereto, and addenda and schedules initialed by the parties, are deemed by attachment to constitute part of this Agreement and are incorporated herein.
- 3. This Agreement may only be amended in a writing that specifically indicates its intent to modify and/or amend this Agreement. All amendments shall only be effective if executed by both parties.
- C. <u>Entire Agreement</u>. This instrument, along with any exhibits and attachments hereto, constitutes the entire agreement between District and CHARTER SCHOOL relative to the Dedicated Space, Shared Space, and/or Proposed Site Development Area. District and CHARTER SCHOOL agree hereby that all prior or contemporaneous oral or written agreements between and among themselves and their agents or representatives relative to the leasing of the Dedicated Space, Shared Space, and/or Proposed Site Development Area are merged in, revoked by, and superseded by this Agreement.
- D. <u>Severability</u>. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valued and be enforceable to the fullest extent permitted by law.
- E. <u>Binding Effect; Choice of Law.</u> The parties hereto agree that all provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof. Subject to any provisions hereof restricting assignment or subletting by CHARTER SCHOOL, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. The laws of the State of California shall govern this Agreement. In the event of any suit or proceeding arising out of or related to this Agreement, Alameda County Superior Court of California will have exclusive venue and the parties will submit to the jurisdiction of that court.
- F. <u>Waiver</u>. The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

No provision of this Agreement shall be deemed waived by either party hereto unless expressly waived in a written instrument signed by a person on behalf of the party waiving the provision. The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant or condition herein contained.

The subsequent acceptance of any fee or other amounts due and owning under this Agreement by the District shall not be deemed to be a waiver of any preceding breach by CHARTER SCHOOL of any term, covenant or condition of this Agreement. No receipt of monies by the District from CHARTER SCHOOL after the termination of this Agreement shall in any way alter the length of the Term or of CHARTER SCHOOL's right of possession hereunder, or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given CHARTER SCHOOL prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of the Site, the District may receive and collect any fees or other amounts due and owing under this Agreement, and the payment of said amount(s) shall not waive or affect said notice, suit or judgment.

- G. <u>Smoking</u>. The Dedicated Space, Shared Space, and/or Eligible Improvements shall be non-smoking and no smoking shall be allowed in or on the Dedicated Space, Shared Space, and/or Eligible Improvements, including but not limited to all balconies, courtyards, walkways, and parking areas. CHARTER SCHOOL shall also ensure that the Dedicated Space, Shared Space, and/or Eligible Improvements shall remain drug and alcohol free.
- H. <u>Notices</u>. All Notices or demands of any kind required or desired to be given by District or CHARTER SCHOOL hereunder shall be in writing and shall be deemed delivered three (3) business days after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the District or CHARTER SCHOOL respectively at the following addresses:

Superintendent
Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607

Chief Business Officer Leadership Public Schools 99 Linden Street Oakland, CA 94607 Telephone: (510) 830-3780

Fax: (510) 225-2575

- I. <u>Corporate Authority</u>. Each individual executing this Agreement on behalf of the CHARTER SCHOOL represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of the CHARTER SCHOOL in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Agreement is binding upon said corporation in accordance with its terms. CHARTER SCHOOL shall, within thirty (30) days after execution of this Agreement, deliver to District a copy of a resolution of the Board of Directors of the CHARTER SCHOOL authorizing or ratifying the execution of this Agreement.
- J. <u>Contract Contingent on Governing Board Approval</u>. District shall not be bound by the terms of this Agreement until it has been formally approved by District's Governing Board.

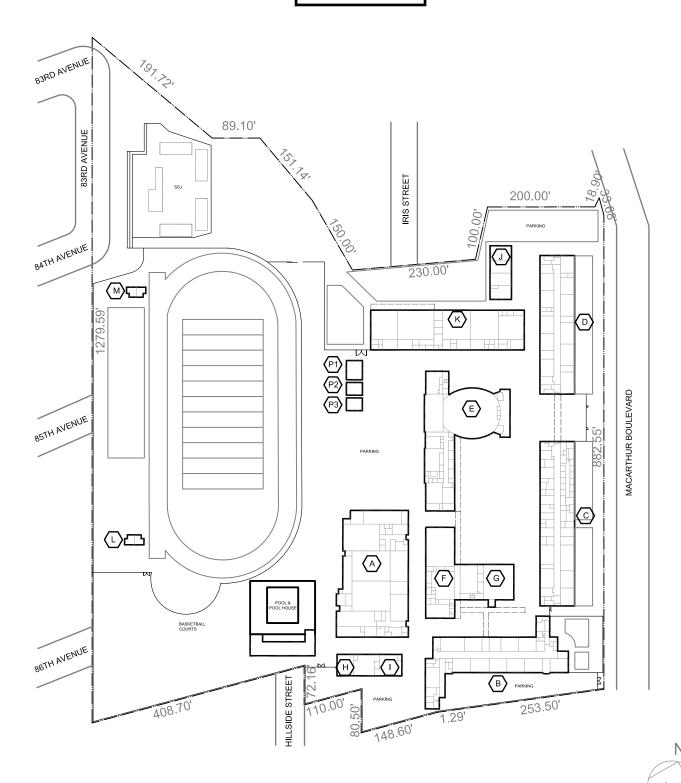
LPS R&D: In-Lieu Facilities Agreement 2019-2020 through 2033-2034

APPROVED AS TO FORM:

Edward J. Sklar

Legal Counsel

# Exhibit A





1/18/2013

Date:

#### SITE PLAN 301 - CASTLEMONT COMMUNITY OF SMALL SCHOOLS

8601 MACARTHUR BOULEVARD, OAKLAND, CA 94605



Scale:	1"=180'-0"		1	of	9

Board Office Use: Legislative File Info.				
File ID Number	20-2501			
Introduction Date	12/9/2020			
Enactment Number	20-1810			
Enactment Date	12/9/2020 er			



### Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Kelly Krag-Arnold, Policy Specialist, Office of Charter Schools

Board Meeting Date December 9, 2020

Subject In-Lieu of Prop 39 Facilities Use Agreement for 2021-24 for LPD R&D

**Action** Approval

**Background** Prop 39 is an annual process the district must engage in, by which

charter schools apply for facilities space that is "reasonably equivalent"

to the space that district school students receive.

14 schools, including LPS R&D, have applied to Prop 39 for the 2021-

22 school year

This Facilities Use Agreement ("FUA") is for LPS R&D at the

Castlemont Campus, its current site. This agreement is for three years,

from July 1, 2021 to June 30, 2024.

**Discussion** This in-lieu of Prop 39 Facilities Use Agreement would override the

school's Prop 51 long-term lease for the 2021-22, 2022-23, and 2023-24 school years, and brings in more revenue for the District than the

Prop 51 agreement would bring in.

The language in this in-lieu of Prop 39 Facilities Use Agreement is similar to the language used in prior years. The primary difference is language that places greater responsibility on charter school (including for alarm monitoring, furnishings, and maintenance of grounds) using OUSD facilities. Approving this Facilities Use Agreement would ensure

compliance with Prop 39 law.

Additionally, there is a 5% premium for year 2 and 10% premium for

year 3 of the FUA.

Fiscal Impact Anticipated revenue of \$188,239 for 2021-22, calculated as (\$4.50/sq

ft) x (41,831 sq ft).

The charter school will pay separately for the costs of utilities and

custodial services. Note that the district remains responsible for

routine repair and maintenance at the site.

Attachment FUA 2021-24 LPS R&D

# FACILITIES USE AGREEMENT BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND LPS OAKLAND R&D

at

#### 8601 MACARTHUR BLVD, OAKLAND, CA 94605

THIS FACILITIES USE AGREEMENT ("Agreement") is by and between the OAKLAND UNIFIED SCHOOL DISTRICT ("OUSD" or "District"), a California public school district and LPS Oakland R&D ("Charter School"), a California non-profit public benefit corporation for use of classroom space for educational purposes for grade(s) 9-12. District and Charter School may be referred to herein individually as a "Party" or collectively as the "Parties."

#### **RECITALS**

**WHEREAS,** Charter School is a non-profit public benefit corporation that is operating a charter approved by the District under Education Code § 47600 *et seq.*;

WHEREAS, District and Charter School enter into this Agreement wherein District and Charter School mutually agree that Charter School will occupy classrooms and use facilities (the "Premises"), as particularly described in Exhibit A, located at 8601 Macarthur Blvd, Oakland, CA 95605 (the "School Site") during the 2021-22, 2022-23, and 2023-24 school years; and

**WHEREAS,** this Agreement is entered into pursuant to Section 1 of the Charter School Facilities Agreement entered into between the District and Charter School on June 12, 2019, which remains in full force and effect.

WHEREAS, the purpose of this Agreement is to satisfy any and all District obligations to provide facilities for Charter School, including (but not limited to) those under Proposition 39, Education Code § 47614, and implementing regulations, as may be amended from time to time (collectively, "Proposition 39").

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

- 1. Use of Premises. District agrees to allow use of the Premises at the School Site(s) by Charter School for the sole purpose of operating Charter School's educational program for grade(s) 9-12 in accordance with its approved Charter Petition as well as all applicable federal, state, and local laws and regulations relating to the Premises and to the operation of Charter School's educational program, and all associated uses therewith. Charter School shall not use the Premises for any use other than that specified in this Agreement and its Charter Petition without the prior written consent of District.
  - 1.1. Charter School shall not commit, or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer or storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted

- to remain upon any part of the Premises except in trash containers designated for that purpose.
- 1.2. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. Charter School shall comply with the District-wide policy prohibiting the use of tobacco products on the Premises at all times.
- 1.3. Charter School shall not use or permit the use of the Premises or any part thereof for any purpose not consistent with a public educational facility.
- 1.4. Charter School shall require all invitees and guests to use the Premises only in conformance with the permitted use and with applicable governmental laws, regulations, rules and ordinances. Charter School shall comply with District policies and District administrative regulations—as updated from time to time—regarding the operations and maintenance of the school facility and furnishings and equipment, except to the extent variation is approved by District. However, Charter School need not comply with policies in cases where actual school district practice substantially differs from official policies, in which case the Charter School shall comply with actual District practice. Charter School shall comply with District policies, and District administrative regulations—as updated from time to time—regarding Campus Security and Disruptions. Charter School shall comply with District's policies and administrative regulations—as updated from time to time—regarding operations and maintenance of the Premises. Where the Premises are damaged by Charter School's invitees and/or guests and the Charter School's negligence in supervising its invitees and guests was a contributing factor, Charter School's insurance shall be primary for this damage.
- 1.5. Charter School shall be liable for actual damages to District if Charter School does or permits anything to be done in or about the Premises or brings or keeps anything therein which in any way increases District's existing insurance rate or affect any fire or other insurance upon the Premises, or cause a cancellation of any insurance policy covering the Premises or any part thereof or any of the contents of the Premises, or if Charter School sells or permits to be kept, used or sold in or about the Premises any articles which may be prohibited by a standard form policy of fire insurance.
- 1.6. Charter School agrees to comply with the provisions of the Civic Center Act (Education Code § 38131 et seq.) to make the Premises accessible to members of the community. The Parties understand that the Premises are to be used primarily for educational programs and activities and, as such, any use of the Premises by the Community shall not interfere with Charter School's educational program or activities. Any request received by Charter School for use of the Premises pursuant to the Civic Center Act shall be promptly forwarded to District. District shall be responsible for coordinating access to the Premises under the Civic Center Act shall be paid to District, unless Charter School under this Agreement bears the responsibility of paying for day-to-day or routine maintenance, in which case the fee shall be paid to Charter School.
- 1.7. Charter School shall respond in a timely manner to members of the community surrounding the Premises and work to resolve any concerns or complaints about Charter

School's use of the Premises and impact on the surrounding community, including but not limited to trash removal, traffic, parking, littering, and noise.

1.8. In the event of an emergency, all District facilities, including the Premises and the School Site, shall be 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 the property on which Premises is located is also used by District, Charter School agrees it will participate in and observe all District safety policies and District administrative regulations, (e.g., emergency chain of information and participation in safety drills) as those may be updated from time to time. Upon completion of the OUSD shared site checklist, Charter School may re-open in-person learning prior to the District in a manner that is consistent with federal state, and local regulations, and provided that the Charter School obtain any necessary approvals from the County or State required to return to in-person instruction.

**Term.** The term of this Agreement shall be for <u>3 years</u>. The commencement date shall be July 1, 2021, ("Commencement Date"), and, unless sooner terminated under any provision hereof, this Agreement shall end on June 30, 2024 ("Term"). However, the Parties agree that Charter School shall take possession of the Premises on a date to be mutually agreed upon between the Parties. The Premises will be made available to Charter not later than August 1, 2021.

#### 3. Use Fee

- 3.1. For and in consideration of the use of the Premises for the Term of this Agreement, Charter School agrees to pay District the following rates for the 41,831 square feet Charter School is allocated pursuant to this Agreement in-lieu of District's obligations under Proposition 39 ("Use Fee"): 2021-22 Proposition 39 per square foot rate during the 2021-22 school year; 1.05 times the 2022-23 Proposition 39 per square foot rate during the 2022-23 school year; and 1.1 times the 2023-24 Proposition 39 per square foot rate during the 2023-24 school year.
- 3.2. The Use Fee shall be paid quarterly during the school year, according to the following schedule: 25% by October 1; 25% by December 1; 25% by March 1; 25% by July 1.

#### 3.3. <u>Utilities</u>

District shall furnish or cause to be furnished to the Premises necessary utilities. For purposes of the Agreement, utilities include electrical, natural gas, sewer, waste disposal/recycling and water services. The District's failure to furnish or cause to be furnished utilities when the failure is caused by (i) acts beyond the reasonable control of the District; (ii) strikes, lockouts, labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, regulations, requirements or any other action by federal, state, county or municipal authority; or (iv) any other unavoidable delay, shall not cause the District to be in default of the Agreement and shall not result in any liability of the District. Charter School shall comply with all District energy conservation policies

relating to use of the Premises.

Jointly Used Shared Site: If District uses the property on which Premises is located and Charter School and District share indoor space on the Premises, District shall furnish or cause to be furnished to the Premises necessary services and utilities. For purposes of this Subsection (3.3), necessary services and utilities includes heating, ventilation and air-conditioning, gas, electricity, water, telephone, pest management, trash collection, sewage disposal, security and fire alarm monitoring, and interior and exterior Premises security services. District's failure to furnish or cause to be furnished necessary services and utilities when the failure is caused by (i) acts beyond the reasonable control of District; (ii) strikes, lockouts, labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, regulations, requirements or any other action by federal, state, county or municipal authority; or (iv) any other unavoidable delay, shall not cause District to be in default of the Agreement and shall not result in any liability of District. Charter School shall comply with all District energy conservation policies relating to use of the Premises.

If Charter School believes that the services being provided by District are not sufficient, Charter School shall have the option to provide District with documentation of its concerns. District shall make a good faith effort to work with Charter School to determine whether it is possible and reasonable for Charter School to provide its own services.

- 3.4. Charter School acknowledges that late payment by Charter School to District of the Use Fee and other sums due hereunder will cause District to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if District does not receive any installment of the Use Fee or any other sum due from Charter School by 4:00 p.m. within ten (10) days after such amount is due, Charter School shall pay to District, as an additional Use Fee, a late charge equal to five percent (5%) of such overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that such late charges represent a fair and reasonable estimate of the costs District will incur by reason of late payment by Charter School. Acceptance of any late charge by District shall in no event constitute a waiver of Charter School's default with respect to the overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.
- 4. Internet. Notwithstanding Section 3.3, Charter School shall obtain its own internet service and telephone provider and shall assume sole responsibility for obtaining all hardware at its own expense, as well as upkeep and maintenance of all telephone systems, data lines, and related equipment, software and hardware. Charter School may use any pre-existing T-1 Line located in the Dedicated Space, if any. In the event Charter School uses a pre-existing T-1 Line, Charter School shall transfer billing of the line to Charter School upon approval from the District's Technology Services Department. Charter School shall be responsible for any and all improvements to the facilities made in order to allow upgrades to utilities, and shall obtain District's prior written consent and approval for any such improvements, pursuant to Section 15

(Title to and Removal of Charter School's Improvements/Premises; Equipment Requirements) of the Agreement.

- School are those furnishings and equipment that exist at the Premises as of the effective date. Said furnishings and equipment fulfill any and all District obligations under Ed. Code § 47614(b) and Title 5, California Code of Regulations § 11969.2. Charter School is responsible for any furnishings and equipment over and above those provided by District as of the effective date. Charter School shall return all District-owned furniture, fixtures and equipment to District in like condition at the termination of this Agreement, excepting ordinary wear and tear. Charter School shall be responsible for costs to repair or replace any damaged furniture, fixtures, and equipment to like condition, excepting ordinary wear and tear.
- **6. Additional Services.** Charter School and District may negotiate additional services or equipment as requested by Charter School. District shall assess Charter School separately for the cost to provide the additional services or equipment, if any.
- Parking. Charter School shall abide by District and School Site policies concerning the use of parking, including District policy relating to the drop-off and pick-up of students. Charter School shall instruct its visitors, invitees, and guests to park on available street parking consistent with applicable laws and ordinances. Charter School shall not abandon any inoperative vehicles or equipment on any portion of the School Site. District shall not be liable for any personal injury suffered by Charter School or Charter School's visitors, invitees, and guests arising out of the use of parking at or near the Site. District shall not be responsible for any damage to or destruction or loss of any of Charter School or Charter School's visitors, invitees, or guests' personal property located or stored in street parking, or the School Site except where caused by the District's negligence or misconduct. Charter School accepts parking "as is" and Charter School acknowledges that District has not made and is not making any warranties whatsoever with respect to the parking.
- 8. Full Satisfaction of Proposition 39/Release of Claims. Parties agree that this is a negotiated agreement and that upon execution of this Agreement all obligations of District to Charter School under Proposition 39 have been satisfied for the Prop. 39 cycle that applies to the 2021-22, 2022-23, 2023-24 school years. Charter School agrees to waive its right to bring a legal action for the term of this Agreement based on any claims arising out of or relating to alleged compliance or noncompliance with Education Code section 47614 and the Proposition 39 regulations for the Prop. 39 cycle that applies to the 2021-22, 2022-23, and 2023-24 school years. This waiver does not extend to the obligations set forth in this Agreement

#### 9. Condition of Premises.

9.1. District shall not be required to make or construct any alterations, including but not limited to structural changes, additions, or improvements to the Premises except as set

forth herein. District shall, however, remain responsible for ensuring the Premises is in compliance with the requirements of the Americans with Disabilities Act, California Fair Employment and Housing Act, and other applicable building code standards. Charter School, and not District, shall be responsible for compliance with the Americans with Disabilities Act, California Fair Employment and Housing Act, and other applicable building code standards in connection with any modification of the Premises by Charter School after Charter School takes possession of the Premises. By entry and taking possession of the Premises pursuant to this Agreement, Charter School accepts the Premises.

- 9.2. Charter School acknowledges that neither District nor District's agents have made any representation or warranty as to the suitability of the Premises for Charter School's Program except as set forth herein. Any agreements, warranties or representations not expressly contained in this Agreement shall in no way bind District or Charter School, and District and Charter School expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement.
- 9.3. If structural damage occurs to the Premises, making the structure damaged to a lesser condition than existed on the effective date, then District will, at its sole discretion, either provide reasonably equivalent alternative facilities to Charter School to accommodate its projected in-District ADA for the remaining term of this Agreement, or repair the damage in order to bring it back to a condition which is similar to the condition which existed on the effective date. District may, however, terminate this Agreement if the cost to repair the Premises exceeds Two Hundred Fifty Thousand dollars (\$250,000) per incident. District shall pro-rate the Use Fee during the "repair" period, if the resulting structural damage prohibits Charter School from carrying out its normal daily activities. If District elects not to terminate this agreement and not to perform a repair estimated to cost in excess of Two Hundred Fifty Thousand dollars (\$250,000), Charter School may elect to remain in possession of the Premises and pay the Use Fee, unless revised through mutual agreement of the Parties, or Charter School may elect to terminate this Agreement. If either District or Charter School terminates this Agreement as set forth herein, District shall promptly provide Charter School with reasonably equivalent alternative facilities to accommodate its projected in-District ADA for the remaining term of this Agreement.
- 9.4. Charter School shall not change the locks on the building without written approval by OUSD Buildings and Grounds. If Charter School chooses to change the locks on the building with written approval, Charter School is responsible for the cost of the District rekeying the building prior to vacating the site.
- **10. Title to School Site(s) / Classroom Buildings.** The Parties acknowledge that title to the School Site and Premises is held by District.
- **11. District's Entry and Access to Premises.** District and its authorized representatives shall have the right, after two school-days' prior written notice to Charter School, to enter the Premises during

normal business hours for the purpose of inspection ("Inspection"). However, District may provide less than two school-days' prior written notice with good cause; provided, however, that in an emergency situation, no prior notice shall be required. In an emergency, District shall give notice to Charter School immediately upon District's receipt of notification of any emergency. If Charter School is not present to open and permit an entry into the Premises in an emergency situation as reasonably determined by District, District may enter by means of a master key without liability to Charter School.

- 11.1. If Charter School is violating the use restrictions of the Agreement or is not in material compliance with any applicable law, then all reasonable costs and expenses reasonably and actually incurred by District in connection with any Inspection shall become due and payable by Charter School as additional sums due District, within ten (10) days of presentation by District of an invoice for the Inspection.
- 11.2. If Charter School fails to perform any covenant or condition to be performed by Charter School pursuant to the Agreement, District and its authorized representative shall have the right, after reasonable prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of performing the covenant or condition at District's option after thirty (30) days' written notice to and failure to perform by Charter School (provided, no written notice is required in the case of emergencies). All costs incurred by District shall be reimbursed to District by Charter School within ten (10) days of written demand, together with interest at the Interest Rate computed from the date incurred by District until paid. Any performance by District of Charter School's obligations shall not waive or cure the default. All reasonable out-of-pocket costs and expenses actually incurred by District, including reasonable attorneys' fees (whether or not legal proceedings are instituted), in collecting the fees herein or enforcing the obligations of Charter School under the Agreement shall be paid by Charter School to District within ten (10) days of written demand.
- 11.3. District may, during the progress of any work authorized by this Subsection (11.3), keep and store on the Premises all necessary materials, tools, supplies and equipment, but shall do so in a manner designed to limit the inconvenience, annoyance, disturbance, loss of business, or other damage to Charter School. District shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Charter School by reason of making the repairs or the performance of any work.
- 11.4. Notwithstanding the foregoing and without further notice, District shall have the right to enter the Premises to conduct its own operations, to perform any routine or deferred maintenance, or conduct inspections of the Premises, or any other legally permissible purposes. District will use reasonable efforts during the course of any access of the Premises to not disrupt Charter School's classroom and instructional activities consistent with District's practices at its schools. Where practicable, District shall provide relevant scheduling information to Charter School.
- 11.5. Charter School expressly waives any claim for damages for any inconvenience to or interference with Charter School's educational program, any loss or use of quiet enjoyment of the Premises related to District's entry into the Premises for the purposes identified in this Section (11).

#### 12. Surrender of Premises.

- 12.1. On the last day of the Term, or on termination of this Agreement, Charter School shall surrender in good order, condition, and repair the Premises to District and any existing improvements made by Charter School that were approved by District, and any structural improvements made by District subsequent to the Commencement Date, excepting normal ordinary wear and tear, and free and clear of all liens, claims and encumbrances, though nothing in this provision shall be construed to authorize Charter School to allow or cause to be placed any liens, claims and/or encumbrances of any kind, unless expressly permitted in this Agreement. This Agreement shall operate as a conveyance and assignment to District of any improvements identified by District to remain on the Premises.
- 12.2. Charter School shall remove from the Premises all of Charter School's personal property, trade fixtures, and any improvements made by Charter School which Charter School and District agreed would be removed by Charter School. Removal of Charter School's property shall be subject to all applicable laws, including any local permits and/or approval by the California Department of General Services, Division of the State Architect ("DSA").
- 12.3. All property that is not removed on or before the end of the Term shall be deemed abandoned by Charter School and associated costs to store, remove or dispose of abandoned property shall be the responsibility of Charter School. If the Premises are not surrendered at the end of the Term or upon earlier termination of this Agreement, Charter School shall indemnify District against loss or liability resulting from delay by Charter School in surrendering the Premises including, without limitation, any claims made by any succeeding Charter School or loss to District due to lost opportunities to timely obtain succeeding tenants.
- 12.4. If Charter School remains in possession of the Premises or any part thereof after the end of the Term or upon earlier termination of this Agreement without the express written consent of District, Charter School's occupancy shall be a tenancy on a month-to-month basis for a pro rata share equal to one hundred fifty percent (150%) of all monthly sums charged and owing the previous thirty (30) calendar day period.
- 12.5. No payment of money by Charter School after the end of the Term or upon earlier termination of the Agreement, or after the giving of notice of termination by District to Charter School, shall reinstate, continue or extend the Term.
- 12.6. Overallocation of Space. Charter School's projected in-District Average Daily Attendance ("ADA") for the 2021-22 school year, upon which the Premises are provided, is 474.59. The Parties agree that the overallocation provisions under the California Code of Regulations, Title 5, section 11969.8 only shall apply to this Agreement, but that, in the event that overallocation occurs as defined under that regulation, the District, in lieu of imposing the overallocation fee, shall only reclaim overallocated facilities, in accordance with the provisions of Title 5, section 11969.8.

improvements which Charter School shall pay any assessment on the Premises, including any improvements which Charter School constructs or causes to be constructed on the Premises, whether real estate, general, special, ordinary or extraordinary, or rental levy or tax, improvement bond, and/or fee imposed upon or levied against the Premises or Charter School's legal or equitable interest created by this Agreement, and the taxes assessed against and levied upon Charter School's alterations and utility installations that may be imposed by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Premises' address and where the proceeds so generated are applied by the city, county or other local taxing authority having jurisdiction. The provisions of this Section (13) shall survive the expiration or earlier termination of this Agreement. Nothing in this Section (13) shall be construed to override the requirement in Section 15 (Title to and Removal of Charter School's Improvements/Premises; Equipment Requirements) that Charter School obtain the express written consent of District to perform any improvements on the site, unless expressly permitted by this Agreement.

#### 14. Maintenance.

- 14.1. Charter School agrees to provide, at its own cost and expense, any and all day to day upkeep and operations for the Premises, including but not limited to routine repair, cleaning and general maintenance. Maintenance to be provided by Charter School shall be consistent with the standards set forth by the agreement and shall insure safe and healthful use.
- 14.2. District shall have no day to day maintenance or repair obligations with respect to the Premises. Charter School hereby expressly waives the provisions of subsection 1 of section 1932 and sections 1941 and 1942 of the Civil Code of California and all rights to make day to day repairs at the expense of District as provided in section 1942 of the Civil Code.
- 14.3. District shall be responsible for the major maintenance of the Premises as well as any capital improvements required by statute, law, or regulation necessary to meet COVID-related hygiene requirements, not including provision of equipment or PPE. For purposes of the Agreement, "major maintenance" includes (but is not limited to) all non-routine maintenance, replacement and repair services, including the major repair or replacement of the roof, flooring, mechanical systems (plumbing, heating, ventilation, air conditioning, electrical), exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. Pursuant to Section 5 (Furniture and Equipment), Charter School shall be responsible for replacement and repair of furnishings and equipment.

The following subparagraph applies only in the event that the Charter School is co-located at a site with a District school or program and shares indoor space. It does not apply where Charter School has exclusive use of the site. Notwithstanding Subsections 14.1 and 14.2, if District uses the property on which Premises is located and Charter School and District share indoor space on the Premises, District shall be responsible for the routine repair, cleaning and general maintenance of the Premises and any furnishing or

equipment provided to Charter School. For purposes of the Agreement, "routine repair, cleaning and general maintenance" shall mean the school facility component work performed on an annual basis each year to keep facilities in proper operating condition. District shall also be responsible for ongoing operations and maintenance of the facilities on the Premises as defined in California Code of Regulations, Title 5, section 11969.4(b). District shall only be obligated to perform routine repair, cleaning and general maintenance on the Premises on an equivalent basis as that performed at other comparable District school sites. Charter School will be responsible for its fair share of routine repair, cleaning, custodial costs of District provided custodian, and general maintenance costs. Charter School would reimburse the District directly for its fair share of such costs either through direct payment or through inclusions of allowable maintenance and operations costs in the District's pro rata share calculation as used to calculate the Use Fee, as determined by Charter School.

#### 15. Title to and Removal of Charter School's Improvements/Premises; Equipment Requirements.

- 15.1. Charter School shall not construct or cause to be constructed on the Premises any improvements ("Charter School's Improvements") without express prior written consent from District. For District's written consent, Charter School's Improvements must be considered necessary or beneficial to the operation of Charter School's educational program. District shall have sole discretion to determine whether to any improvements are necessary or beneficial and whether to consent. At the time District considers Charter School's request to construct improvements on the Premises, District will inform Charter School, in writing, whether it will require Charter School to remove Charter School Improvements at the expiration or earlier termination of the Term.
- 15.2. Charter School shall at its expense obtain all necessary environmental and governmental approvals and permits, including, without limitation, the California Environmental Quality Act (Government Code section 21000 et seq.) ("CEQA"), the Field Act (Education Code section 17280 et seq.), any other applicable Building Code requirements, the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101), and applicable State law governing access to facilities, as well as any necessary approvals from any local authority including any Site(s), grading, zoning, design review and other required permits or approvals, if applicable, prior to commencing construction and shall provide District with evidence of approval by all applicable governmental agencies. To the extent that District assumes lead agency status for any "project" under CEQA related to the provision of facilities under this Agreement, Charter School agrees to reimburse District for any and all reasonable costs and expenses related to achieving compliance with CEQA.
- 15.3. Any modifications to the Premises, including but not limited to construction, creation of gardens, painting, and addition of play structures or shade structures, must be approved in writing in advance by District's Director of Buildings and Grounds, and such approval shall not be unreasonably withheld, conditioned or delayed. Charter School's contractor must be approved in writing in advance by District, and such approval shall not be unreasonably withheld. All contractors and subcontractors of Charter School, if any, shall be duly licensed in the State of California; bonded as required by law; and maintain levels of casualty, liability, and workers' compensation insurance; and performance and

payment bonds consistent with District construction requirements. Charter School must follow all applicable procurement laws with respect to the Eligible Improvements; issue requests for proposals for all projects over \$75,000 to obtain competitive pricing; adhere to prevailing wage laws; shall make best efforts to comply with the local hiring requirements in accordance with District Administrative Regulation and Board Policy 7115 ("Capital Program / Construction Related Local, Small Local and Small Local Resident Business Enterprise Program, and Board Policy"); and adhere to all applicable minimum wage requirements. Charter School is encouraged to incorporate Collaborative for High-Performance Schools standards into the design of all improvements made under this Agreement and is encouraged to incorporate all editions of the California Green Building Standards Code.

- 15.4. Under all circumstances, Charter School must seek and receive approval from DSA for any of Charter School's Improvements if required by DSA.
- 15.5. Charter School shall not install any ovens, stoves, hot plates, toasters, or similar items (not including microwave ovens) without the prior written consent of District.
- 15.6. Charter School shall at all times indemnify and hold District harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures or improvements by, at the direction of, Charter School within the Premises, and from the cost of defending against such claims, including attorney's fees. Charter School shall provide District with at least ten (10) days written notice prior to commencement of any work which could give rise to a mechanics' lien or stop payment notice. District has the right to enter upon the Premises for the purpose of posting Notices of Non-responsibility. In the event a lien is imposed upon the Premises as a result of such construction, repair, alteration, or installation, Charter School shall either:
  - 15.6.1. Record a valid Release of Lien; or
  - 15.6.2. Deposit sufficient cash with District to cover the amount of the claim on the lien in question and authorize payment to the extent of the deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to the lien-holder claim; or
  - 15.6.3. Procure and record necessary bonds that frees the Premises from the claim of the lien from any action brought to foreclose the lien.

If Charter School fails to accomplish one of these three optional actions within fifteen (15) days after the filing of any lien or stop payment notice, the Agreement shall be in default and shall be subject to immediate termination.

15.7. If required by District at the time it approves Charter School's Improvements, on or before the expiration of this Agreement, or within thirty (30) days after any earlier termination of this Agreement, Charter School shall remove Charter School's Improvements, at its sole expense. Charter School shall repair any damage to the School Site and/or the Premises caused by removal of Charter School's Improvements and restore the School Site and the Premises to good condition, less ordinary wear and tear. In the event that Charter School

fails to timely remove Charter School's Improvements, District, upon fifteen (15) days written notice, may either (1) accept ownership of Charter School's Improvements with no cost to District, or (2) remove Charter School's Improvements at Charter School's sole expense. If District chooses to accept ownership of Charter School's Improvements, Charter School shall execute any necessary documents to effectuate the change in ownership of Charter School's Improvements. If District removes Charter School's Improvements, Charter School shall pay all invoices for the removal of Charter School's Improvements within thirty (30) days of receipt of an invoice.

#### 16. Safety of Premises.

<u>Separate Shared Sites and Jointly Used Shared Sites</u>: In cases of co-location between District and Charter School, the School Site, including the Premises, may be monitored by a safety system or protocol implemented, maintained and operated by District ("District's Safety Measures"). However, Charter School specifically acknowledges, understands, and agrees that District is neither responsible for nor has the obligation to supply, provide, establish, maintain, or operate District's Safety Measures for either Charter School or the Premises. Charter School shall develop a School Safety Plan under Education Code section 47605(b)(5)(F)(ii).

#### 17. Incident/Accident/Mandated Reporting.

- 17.1. Charter School shall notify OUSD, via email pursuant to Section 23 (Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual closure due to a communicable disease such as COVID-19. Charter School shall bear all costs of compliance with this Subsection (17.1).
- 17.2. Charter School agrees to comply with all federal, state and local laws, statutes, ordinances, regulations or directives applicable to the operation of public charter schools with respect to compliance with COVID-19 protocols, including but not limiting to social distancing, hygiene practices, and maintenance of required cohorts, if applicable.
  - 17.2.1. If District uses the property on which Premises is located (regardless of whether Charter School and District share indoor space), Charter School agrees to notify District, via email pursuant to Section 23 (Notices), within twelve (12) hours if any employee, contractor, subcontractor, agent, representative, or student of Charter School tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to Charter School possible COVID-19 exposure.
  - 17.2.2. If District uses the property on which Premises is located (regardless of whether Charter School and District share indoor space), Charter School agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees and students to any employee, contractor, subcontractor, agent, representative, or student of Charter School and information necessary to perform contact tracing.
- 17.3. To the extent that an employee, subcontractor, agent, or representative of Charter School is included on the list of mandated reporters found in Penal Code section 11165.7, Charter School agrees to inform the individual, in writing that they are a mandated reporter, and

- describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.
- 17.4. Charter School shall bear all costs of compliance with this Section (17).
- **18. Fingerprinting and Criminal Background Verification.** Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code section 45125.1.

#### 19. Default.

- 19.1. **Charter School's Default**. The occurrence of any one of the following events shall be considered a default of the Agreement by Charter School:
  - 19.1.1. The failure of Charter School to promptly pay the Use Fee or other fees or indebtedness identified herein when due hereunder, which failure continues for fifteen (15) days after written notice thereof by District to Charter School, provided that such a notice shall not exclusive to, and shall be cumulative to, the procedure set forth under Code of Civil Procedure Section 1161;
  - 19.1.2. The revocation or non-renewal of Charter School's charter by their authorizer (most likely OUSD or Alameda County Board/Office of Education) but the Charter School shall not be deemed in default while any administrative, non-judicial appeals are pending under Ed. Code 47605 or 47607;
  - 19.1.3. The failure of Charter School to observe or perform any of its other covenants or obligations hereunder, which failure continues for thirty (30) days after written notice thereof by District to Charter School (unless the nature of the default is such that more than thirty (30) days are required for its cure and Charter School shall have commenced a cure within the thirty (30) day period and thereafter diligently prosecute the same to completion; provided, however, in no event shall the default continue for more than ninety (90) days after written notice thereof by District to Charter School); provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and the thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;
  - 19.1.4. Charter School's abandonment of the Premises for a period of fifteen (15) consecutive days (with or without the payment of fees), it being agreed that the fact that any of Charter School's property remains in the Premises shall not be evidence that Charter School has not vacated or abandoned the Premises; provided, however, any normal holidays or vacation days shall not constitute abandonment of the Premises;
  - 19.1.5. The making by Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against Charter School or any guarantor of the Agreement of a petition to have Charter School or any guarantor

of the Agreement adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Charter School or any guarantor of the Agreement, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Charter School's assets located at the Premises, or of Charter School's interest in the Agreement, where possession is not restored to Charter School within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Charter School's assets located at the Premises or of Charter School's interest in the Agreement, where such seizure is not discharged within thirty (30) days;

- 19.1.6. The making or furnishing by Charter School of any warranty, representation or statement to District in connection with the Agreement, which is false or misleading in any material respect when made or furnished; or
- 19.1.7. The assignment, subletting or other transfer, or any attempted assignment, subletting or other transfer, of the Agreement.

In the event of any default by Charter School, District shall have the right, in addition to all other rights available to District under the Agreement or now or later permitted by law or equity, to terminate the Agreement by providing Charter School with a notice of termination. Upon termination of the Agreement, District may recover from Charter School the worth at the time of award of the unpaid Rent and any other accrued fees which are due at the time of termination. In addition, upon termination, Charter School shall immediately vacate the Premises.

The rights and remedies of District set forth herein are not exclusive, and District may exercise any other right or remedy now or later available to it under the Agreement, at law or in equity.

- 19.2. **District's Default**. District shall not be in default of any of its obligations hereunder, unless District fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days, after written notice by Charter School to District specifying that District has failed to perform its obligations; provided, however, that if the nature of District's default requires more than thirty (30) days to cure, District shall not be in default if District commences a cure within thirty (30) days and thereafter diligently prosecutes the same to completion. If District defaults hereunder, then Charter School may have by reason of such default all remedies available at law or equity, which includes the remedy of self-help and deduction of reasonable self-repair costs from the pro rata share payments owed.
  - 19.2.1. Charter School shall have no rights as a result of any default by District until Charter School gives thirty (30) days' notice to District specifying the nature of the default. If District defaults hereunder after receipt of Charter School's written notice, then Charter School may have by reason of such default remedies including the remedy of self-help and deduction of reasonable self-repair costs from the pro rata share payments owed.

- 20. Reciprocal Indemnification. District and Charter School hereby agree and acknowledge that the relationship between District and Charter School for purposes of this Agreement is solely a landlord/tenant relationship and not a principal/agent relationship or any other relationship. Charter School is acting on its own behalf in operating from the Premises any school thereon (or any other purpose(s) thereupon) and is not operating as an agent of District. Except where the losses, costs, damages, expenses, and liabilities (including without limitation court costs and reasonable attorneys' fees ) are caused by District's negligence or misconduct, to the fullest extent permitted by law, Charter School ("Indemnifying Party") shall indemnify, defend, release and protect District, its affiliates, successors and assigns, and its officers, directors, shareholders, board members, other members, partners, agents and employees ("District Indemnified Party" or "District Indemnified Parties") and hold the District Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) (collectively "Claims") incurred in connection with or arising from any cause (i) in the use or occupancy by Charter School of the Premises (including without limitation, the operation by Charter School of the School from the Premises), or (ii) in connection with the operations by Charter School at the Premises, including without limiting the generality of the foregoing:
  - (a) Any default by Charter School in the observance or performance of any of the terms, covenants or conditions of the Agreement on Charter School's part to be observed or performed;
  - (b) The use or occupancy of the Premises by Charter School of any person claiming by, through or under Charter School or Charter School's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invites, or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of the Agreement (singularly, "Liability"; collectively, "Liabilities"); and
  - (c) Any claim by a third party that District is responsible for any actions by Charter School in connection with any use or occupancy of the Premises or in any way related to this Agreement.

Except where the losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) are caused by Charter School's negligence or misconduct, to the fullest extent permitted by law, District shall indemnify, defend, release and protect Charter School, its affiliates, successors and assigns, and its officers, directors, shareholders, board members, other members, partners, agents and employees ("Charter Indemnified Party" or "Charter Indemnified Parties") and hold the Charter Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) (collectively "Claims") incurred in connection with or arising from any cause (i) in the use or occupancy by District of the Premises (including without limitation, the operation by District of operations on the Premises), or (ii) in connection with the operations by District at the Premises, including without limiting the generality of the foregoing:

(a) Any default by District in the observance or performance of any of the terms, covenants or conditions of the Agreement on District's part to be observed or performed;

- (b) The use or occupancy of the Premises by District or any person claiming by, through or under District or District's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of the Agreement (singularly, "Liability"; collectively, "Liabilities"); and
- (c) Any claim by a third party that Charter School is responsible for any actions by District in connection with any use or occupancy of the Premises or in any way related to this Agreement.

The provisions of this Section (20) shall survive the expiration or sooner termination of this Use Agreement. The applicable Party shall, upon receiving a proper request by a District or Charter Indemnified Party, undertake the defense of any Liabilities threatened or asserted against such Indemnified Party on the following terms and conditions:

- (a) Notice of the assumption of such defense ("Notice") shall be delivered to such Indemnified Party within fifteen (15) days after transmittal.
- (b) Such defense shall be conducted by reputable attorneys retained by the District or Charter Indemnifying Party and approved by the other Party, and with the prior written approval of all the District and Charter Indemnified Parties against whom such Liability has been asserted or threatened, which approval shall not be unreasonably withheld, delayed or conditioned, all at the District or Charter Indemnifying Party's sole cost and expense. In the event the interests of the District or Charter Indemnifying Party and any such District or Charter Indemnified Parties in the action conflict in such manner and to such an extent as to require, consistent with applicable standards of professional responsibility or the retention of separate counsel for each of the District or Charter Indemnified Parties involved in the action, the District or Charter Indemnifying Party shall pay all fees and costs charged or incurred by separate counsel.
- (c) The District or Charter Indemnifying Party agrees to promptly notify the other Party of the commencement of any litigation or proceedings pending, threatened or commenced (whether or not served) against Indemnifying Party, or any of the directors, officers, agents or employees of Indemnifying Party, in connection with the matters set forth in this Agreement. The provisions of this Section (20) shall survive the expiration or sooner termination of this Use Agreement.

#### 21. Insurance.

21.1. Insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to the approval of District, except that insurance through a Joint Powers Authority shall be deemed sufficient under this Agreement. Charter School shall furnish District with the original certificates and amendatory endorsements effecting coverage required.

- 21.2. Charter School acknowledges that the insurance to be maintained by District on the School Site will not insure any of Charter School's property or improvements made by Charter School.
- 21.3. Charter School shall, at Charter School's expense, obtain and keep in force, during the term of this Agreement, a policy of commercial general liability insurance and a comprehensive auto liability policy insuring District and Charter School against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Charter School's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. Charter School's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than One Million dollars (\$1,000,000) for bodily injury or death and property damage as a result of any one occurrence and Two Million dollars (\$2,000,000) general aggregate policy limit. In addition, Charter School shall obtain a products/completed operations aggregate policy in the amount of One Million dollars (\$1,000,000). The insurance carrier, deductibles and/or self-insured retentions shall be approved by District, which approval shall not be unreasonably withheld. Prior to the Commencement Date, Charter School shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:
  - 21.3.1. State the coverage is primary and any coverage by District is in excess thereto;
  - 21.3.2. Contain a cross liability endorsement; and
  - 21.3.3. Include a separate endorsement naming District as an additional insured.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Charter School shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described herein.

- 21.4. During the Term of this Agreement, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings and improvements located on the School Site as of the Commencement Date. District's insurance policy shall be primary in the case of any damage or destruction to the Premises (but not to Charter School)'s personal property or alterations or improvements constructed by Charter School).
  - 21.4.1. No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the building or buildings of the Premises or cause the cancellation of any insurance policy, covering same, or any part thereof, nor shall Charter School sell, or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by the standard form of fire insurance policies. Charter School shall, at its sole cost and expense, comply with any and all requirements pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of reasonable fire and casualty insurance, covering the Premises' buildings, or appurtenances. Fire and

casualty insurance premium increases to District due to equipment and/or activities of Charter School (other than based only on Charter School's occupancy of the Premises) shall be charged to Charter School.

- 21.5. During the Term, Charter School shall comply with all provisions of law applicable to Charter School with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any renewal of this Agreement and Charter School's occupancy of the Premises, Charter School shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District. If the insurer does not provide such notice, Charter School shall provide District with notice of cancellation of coverage as soon as it becomes aware of such cancellation.
- 22. Signs. Charter School may, at Charter School's sole cost, have the right and entitlement to place onsite signs on the Premises to advertise Charter School's educational program, provided Charter School obtains the prior written approval and consent of District. District's approval and consent shall not be unreasonably withheld. Any signs shall be at Charter School's cost and in compliance with the local ordinances pertaining thereto. In connection with the placement of any of Charter School's signs, District agrees to cooperate with Charter School in obtaining any governmental permits which may be necessary. Throughout the Term of the Agreement Charter School shall, at its sole cost and expense, maintain any of its signage and all appurtenances in good condition and repair. At the termination of the Agreement, Charter School shall remove any signs which it has placed on the Premises and School Site, and shall repair any damage caused by the installation or removal of Charter School's signs.
- **23. Notice.** Any notice required or permitted to be given under the Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or email, addressed as follows:

#### **DISTRICT**:

Oakland Unified School District Attn: Office of Charter Schools 1000 Broadway, Suite 398 Oakland, CA 94607 charteroffice@ousd.org

#### **CHARTER SCHOOL:**

LPS Oakland R&D 99 Linden Street Oakland, CA 94607

Any notice personally given or sent by email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective three (3) days after deposit in the United States mail.

- **24. Subcontract, Assignment and Sublease.** Charter School shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber the Agreement or sublet all or part of the Premises. Any purported transfer shall be void and shall, at District's election, constitute a default. No consent to transfer shall constitute a waiver of the provisions of this Section (24).
- **25. Joint and Several Liability.** If Charter School is more than one person or entity, each person or entity shall be jointly and severally liable for the obligations of Charter School hereunder.
- **26. Independent Contractor Status**. The Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
- **27. Entire Agreement of Parties**. The Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. The Agreement may be amended or modified only by a written instrument executed by both Parties. Nothing in this provision shall be construed so as to limit, nullify, abridge or modify Charter School's obligations under its Charter, or the its authorizer's oversight authority.
- **28. California Law**. The Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of the Agreement shall be maintained in Alameda County.

#### 29. Compliance with All Laws.

- 29.1. Charter School shall at Charter School's expense comply with all requirements of all governmental authorities, in force either now or in the future, affecting Charter School's use of the Premises or School Site, and shall faithfully observe in Charter School's use of the Premises all laws, regulations and ordinances of these authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission and other environmental matters (including but not limited to CEQA and its implementing regulations in Charter School's use of the Premises), and all District policies, rules and regulations ("Environmental Laws").
- 29.2. The judgment of a court of competent jurisdiction, or Charter School's admission in an action or a proceeding against Charter School, whether District be a party to it or not, that Charter School has violated any law or regulation or ordinance in Charter School's use of the Premises shall be considered conclusive evidence of that fact as between District and Charter School. If Charter School fails to comply with any law, regulation or ordinance, District reserves the right to take necessary remedial measures at Charter School's expense, for which Charter School agrees to reimburse District on demand.
- 29.3. Charter School shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by Charter School or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be

used and stored in strict compliance with Environmental Laws). Charter School shall comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 et seq. (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. (42 U.S.C. 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

- 29.4. **Notice of Hazardous Substance**. Charter School will promptly notify District in writing if Charter School has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises or School Site in violation of Environmental Laws. Charter School shall promptly provide copies to District of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Premises or compliance with Environmental Laws. Charter School shall promptly supply District with copies of all notices, reports, correspondence, and submissions made by Charter School to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration and any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. Charter School shall promptly notify District of any liens threatened or attached against the Premises pursuant to any Environmental Laws.
- 29.5. **Inspection**. District and District's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by District, may (but without the obligation or duty to do so), at any time and from time to time, on not less than five two (2) business days' notice to Charter School (except in the event of an emergency, in which case, no notice will be required), inspect the Premises to determine whether Charter School is complying with Charter School's obligations set forth in this Section (29), and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as District and Charter School may agree.
- 29.6. **Indemnification**. Charter School's indemnification and defense obligations in this Agreement shall include any and all Claims arising from any breach of Charter School's covenants under this Section (29).
- **30. Attorneys' Fees.** If either Party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of

suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the Party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.

- **31. Waiver**. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- **32. Successors and Assigns**. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 33. Counterparts and Electronic Signature. This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either Party and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing Party and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each Party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
- **34. Captions**. The captions contained in the Agreement are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation thereof, or of the intention of the Parties hereto.
- **35. Severability.** Should any provision of the Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.
- **36. Incorporation of Recitals and Exhibits**. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
- **37. Authorization to Sign Agreement.** Each individual executing the Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver the Agreement on behalf of the Party that the individual is executing the Agreement and that the Agreement is binding upon that Party in accordance with its terms.

ACCEPTED AND AGREED on the date indicated below:

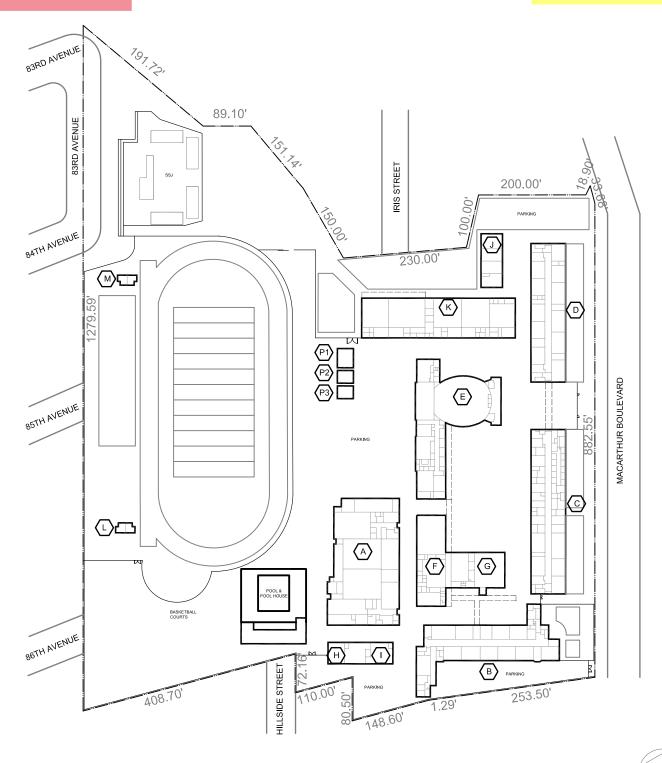
LPS Oakland R&[	)		
	D. Luce	11 / 24 / 2020	
By: Date			

# Shanthi Gonzales, President, Board of Education Date 2/27/2021 Kyla Johnson-Trammel, Superintendent/Secretary, Board of Education Date 2/27/2021 APPROVED AS TO FORM Josh Daniels, General Counsel Oakland Unified School District

**OAKLAND UNIFIED SCHOOL DISTRICT** 

# Exhibit "A" DESCRIPTION OF PREMISES AND SITE

DESCRIPTION OF PREMIOES AND OTTE
The Premises that are being allocated to Charter School shall consist of space located in the room(s) and area(s) as depicted on the attached School Site maps.





SITE PLAN 301 - CASTLEMONT COMMUNITY OF SMALL SCHOOLS

8601 MACARTHUR BOULEVARD, OAKLAND, CA 94605



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Date: 1/18/2013

Scale: 1"=180'-0"

1 of 9

LPS total exclusive-use sqft = 38,089

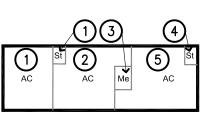
Total sqft on site not shared with LPS = 146,326

LPS share of non-shared space at site = 20.65%

Total shared space = 18,123 sq ft

LPS share of shared space (total shared space x 20.65%) = 3,742

BLDG G - 1ST FLOOR PLAN



(8)

(29)

g (30)

(25)

BLDG A - 1ST FLOOR PLAN

LR

(18)

LR **(41**)

27

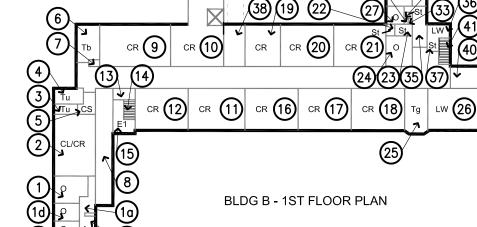
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1/18/2013

Date:

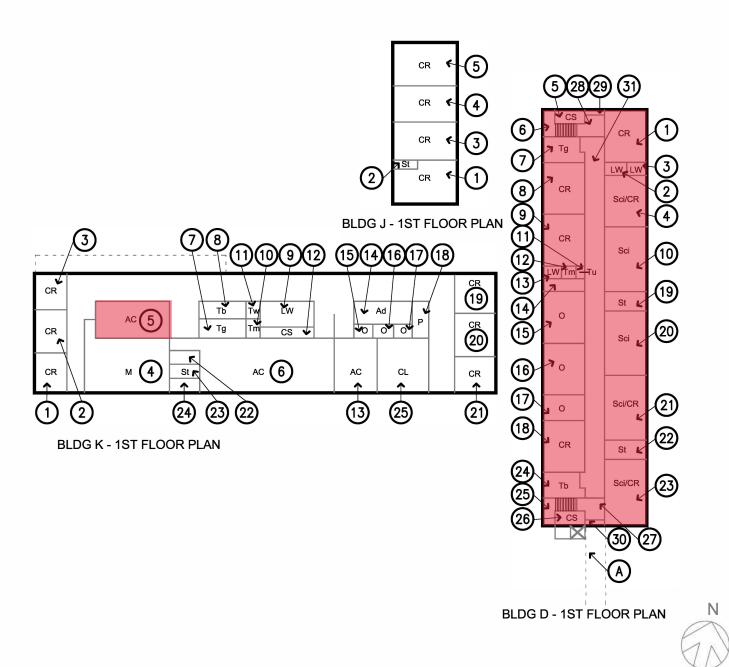
BLDG A, B, F, G, H, I - 1ST FLOOR PLAN 301 - CASTLEMONT COMMUNITY OF SMALL SCHOOLS

BLDG F - 1ST FLOOR PLAN

8601 MACARTHUR BOULEVARD, OAKLAND, CA 94605



Scale: 1"=60'-0" 2 of 9



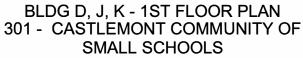


1/18/2013

1"=60'-0"

Date:

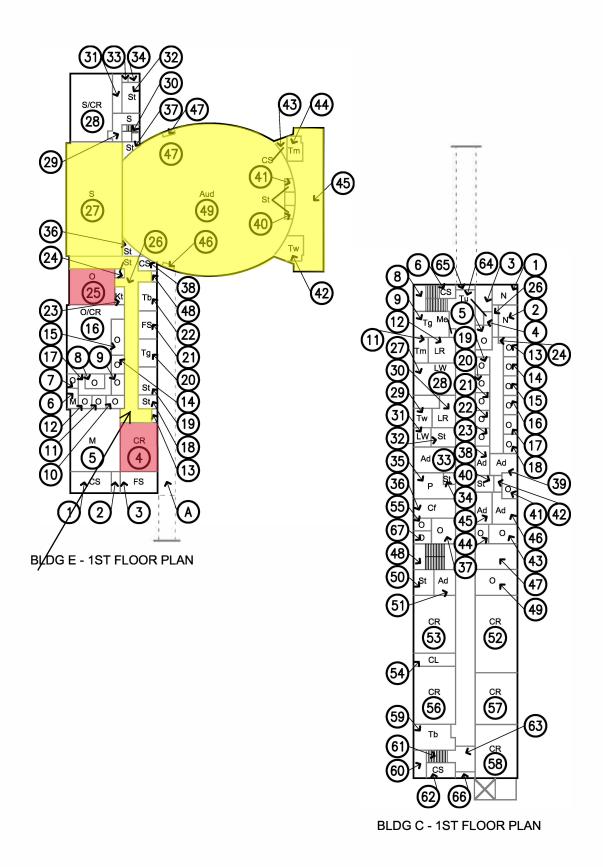
Scale:



8601 MACARTHUR BOULEVARD, OAKLAND, CA 94605



3 of 9







SMALL SCHOOLS 8601 MACARTHUR BOULEVARD, OAKLAND, CA 94605

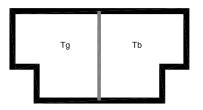
Date: 1/18/2013

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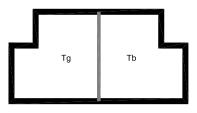
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BLDG M - 1ST FLOOR PLAN



BLDG L - 1ST FLOOR PLAN





1/18/2013

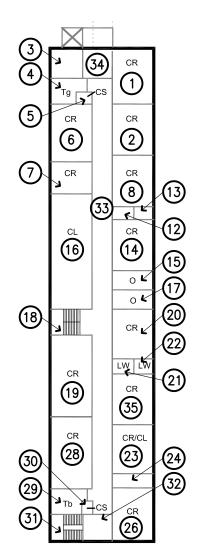
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#### BLDG L, M - 1ST FLOOR PLAN 301 - CASTLEMONT COMMUNITY OF **SMALL SCHOOLS**

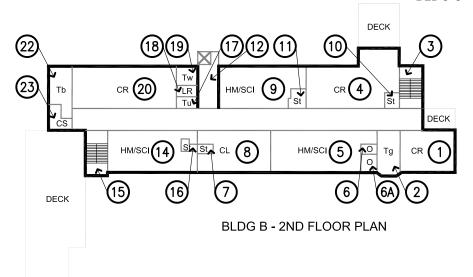
8601 MACARTHUR BOULEVARD, OAKLAND, CA 94605



5 of 9 1"=20'-0" Scale:



BLDG C - 2ND FLOOR PLAN







1/18/2013

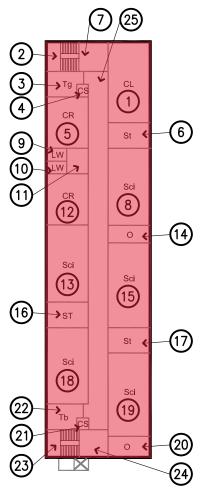
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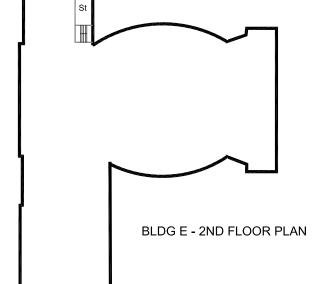
#### BLDG B, C - 2ND FLOOR PLAN 301 - CASTLEMONT COMMUNITY OF **SMALL SCHOOLS**

8601 MACARTHUR BOULEVARD, OAKLAND, CA 94605



6 of 9 1"=60'-0" Scale:











1/18/2013

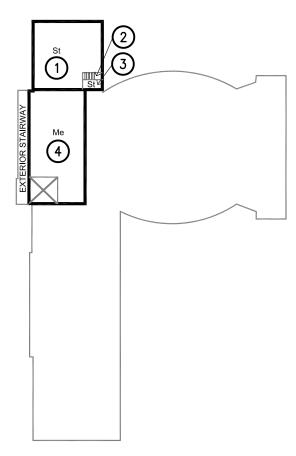
Date:

#### BLDG E, D - 2ND FLOOR PLAN 301 - CASTLEMONT COMMUNITY OF **SMALL SCHOOLS**

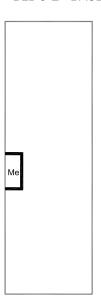
8601 MACARTHUR BOULEVARD, OAKLAND, CA 94605



7 of 9 1"=60'-0" Scale:



BLDG E - BASEMENT FLOOR PLAN



BLDG F - BASEMENT FLOOR PLAN





1/18/2013

Date:

# BLDG F, E - BASEMENT FLOOR PLAN 301 - CASTLEMONT COMMUNITY OF SMALL SCHOOLS

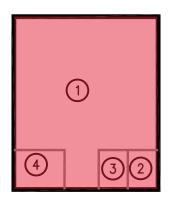
8601 MACARTHUR BOULEVARD, OAKLAND, CA 94605

9

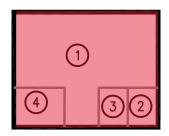


Scale: 1"=60'-0" 8 of

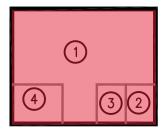
**Note:** Portable 4 not pictured



BLDG P1 - 1ST FLOOR PLAN



BLDG P2 - 1ST FLOOR PLAN



BLDG P3 - 1ST FLOOR PLAN





BLDG P1,P2,P3 - 1ST FLOOR PLAN 301 - CASTLEMONT COMMUNITY OF SMALL SCHOOLS

8601 MACARTHUR BOULEVARD, OAKLAND, CA 94605

9



Date: 1/18/2013

Scale: 1"=20'-0" 9 of

# **LPS Fiscal Management Policy**

## **Annual Audit**

#### **Annual Audit Procedures**

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

California Education Code 47605(b)(5)(I)

#### **Annual Audit**

An annual independent financial audit will be selected by the LPS Board Audit Committee; the committee will ensure that the selected auditor is on the State Controller's list of approved auditors to conduct charter school audits. The audit will be conducted by a certified public accountant with education finance experience, and will use generally accepted accounting principles.

The Treasurer and/or Chief Business Officer of LPS will be responsible for contracting and overseeing the independent audit. The Chief Business Officer and Senior Accountant will be responsible for working with the auditor to complete the audit. Once approved by the LPS board, LPS' Senior Accountant will provide the audit report to the charter authorizer, State Controller, the County Office of Education, the State Superintendent of Public Instruction, the California Department of Education, and the California State Board of Education by the statutory deadline.

LPS' Treasurer, Chief Business Officer or other designee will resolve audit exceptions and deficiencies to the satisfaction of the Charter Authorizer in a timely fashion, with the goal of resolving any audit issues within three months of the auditor's final report or as otherwise agreed upon by the charter authorizer and Charter School. Disputes regarding the resolution of audit exceptions and deficiencies shall be resolved in accordance with the dispute resolution provisions provided in the charter.

LPS' Treasurer, Chief Business Officer or other designee will ensure financial transparency to the district and the public, including its plans for public adoption of its budget and public dissemination of its annual audit and an annual financial report by publicly posting all approved financial documents on the LPS website. In addition, the LPS Board and Board Committee Meeting Calendars for the school year are also posted on the website with Meeting Agendas and Materials publicly posted 72 hours in advance of any regular meeting and archived board materials available on the website or upon request.

## **Fiscal Issues**

## A. Budget Development and Oversight Calendar and Responsibilities

LPS will develop and monitor its budget in accord with the annual budget development and monitoring calendar as specified below.

## January – February

- The Executive Committee of the Board works with CBO to review proposed state budget for the upcoming fiscal year, and identify the likely range of revenues and budget assumptions for the school's upcoming fiscal year (July 1-June 30).
- Develop five-year budget projection in accord with the school's established strategic and growth plans.
- Ongoing monitoring and revision of current year budget.

## March - April

- The CEO/CBO, working in conjunction with staff, Board members, and Treasurer, prepares a formal budget plan for upcoming fiscal year. The plan is reviewed by the Executive Committee of the Board.
- Ongoing monitoring and revision of current year budget.
- The Audit Committee of the Board solicits bids for the annual audit and selects an auditor.

## May – June

- CEO/CBO reviews revenue projections subsequent to the Governor's annual "May Revise" budget figures, fine-tunes the upcoming fiscal year budget to accommodate any changes. This budget will include monthly cash flow projections. The Executive Committee reviews and finalizes the proposed budget for the upcoming fiscal year and forwards to the Board.
- The Full Board reviews and formally adopts a budget for upcoming fiscal year before June 30. A copy of the final budget is provided to the charter-granting agency.
- Ongoing monitoring and revision of current year budget.

#### July - September

- Books for prior fiscal year are closed, all transactions are posted, and records assembled for audit.
- Budget is reviewed subsequent to the adoption of the state Budget Act and necessary adjustments are made. A copy of the revised final budget is provided to the chartergranting agency.
- Independent auditor performs audit of the just-closed fiscal year and prepares audit report for submission to the Audit Committee.

#### September – December

At the end of the first full week of school, the Director reviews the Charter School's
actual attendance figures and notifies the Board if actual attendance is below budget
projections. If needed, the school's budget is again revised to match likely revenues.

- The Audit Committee of the Board reviews a copy of the audit. CEO/CBO and Executive Committee address any audit exceptions or adverse findings. Audit report and any follow-up plans are submitted to charter-granting agency.
- CEO/CBO reviews current year actual versus budgeted revenues and expenditures after the second and fifth months of the school year and reports to the Executive Committee.
   The Executive Committee reviews revised budget forecasts, if needed.
- Ongoing monitoring and revision of current year budget.

## B. Controls, Budget, and Fiscal Management

LPS will maintain in effect the following principles in its ongoing fiscal management practices to ensure that, (1) expenditures are authorized by and in accord with amounts specified in the board-adopted budget, (2) the school's funds are managed and held in a manner that provides a high degree of protection of the school's assets, and (3) all transactions are recorded and documented in an appropriate manner.

### Segregation of Duties

LPS will develop and maintain simple check request and purchase order forms to document the authorization of all non-payroll expenditures. All proposed expenditures must be approved by the Budget Manager who will review the proposed expenditure to determine whether it is consistent with the Board-adopted budget and sign the check request form. All check requests and purchase orders over \$5,000 must be co-signed by a second approved signer, typically the CEO/CBO, to ensure separation of expenditure authorization and check signing functions.

All transactions will be posted in an electronic general ledger. The transactions will be posted on the ledger by accounting staff. To ensure segregation of recording and authorization, accounting staff may not co-sign check requests for purchase orders.

#### **Banking Arrangements**

LPS will maintain its accounts either in the County Treasury or at a federally insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally-backed instruments or in the County's Pooled Money Investment Fund. If funds are held in accounts outside of the County Treasury, the Board must appoint and approve all individuals authorized to sign checks or warrants in accord with these policies and all checks over \$10,000 must be signed by two authorized signatories.

LPS finance staff will reconcile the school's ledger(s) with its bank accounts or accounts in the county treasury on a regular basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The CEO/CBO and Executive Committee of the Board will regularly review these statements. The School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed \$300, may be established with an appropriate ledger to be reconciled regularly by the school site office manager, who shall not be authorized to expend petty cash.

All funds received shall be deposited or transferred into the school's accounts at the earliest possible convenience.

## **Record Keeping**

Transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents will be maintained by school/finance staff in a secure location for at least three years, or as long as required by applicable law, whichever is longer.

## **Payroll Services**

LPS accounting staff internally prepares payroll checks, tax and retirement withholdings, tax statements, and other payroll support functions. The CBO/CTO will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The CBO and CTO will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks.

Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement date, and an accounting of the use of sick leave.

### **Attendance Accounting**

The CEO/CBO will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at the School and engaged in the activities required of them by the School. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with the Charter Schools Act and the applicable California Administrative Code sections defining Charter School Average Daily Attendance. Therefore:

- ADA will be computed by dividing the actual number of days of student attendance by the number of calendar days of instruction by the School.
- The School's instructional calendar will include at least 175 days of instruction, or the
  minimum required by regulations, to avoid the fiscal penalty for providing fewer than
  175 days of instruction as provided by the Administrative Code regulation. The calendar
  must also document that the school offers an amount of annual minutes of instruction
  as required pursuant to applicable law.
- Independent study must be pre-arranged by the student's adult guardian and the School
  and that the adult guardian will be required to complete and submit documentation of
  engagement in instructional activity to the school on forms prepared by the school. As
  applicable, such study shall be in full compliance with law governing independent study.

## C. Required Budget and Other Fiscal Reports

The CBO, working in conjunction with the accounting staff, will produce and submit to the charter granting agency any and all required fiscal reports as may be required by state or federal law, or

mandated by the terms of the school's charter. These include, but are not limited to, attendance reports, enrollment and other data reports required by the California Basic Education Date System, and other related data.

# D. Property and Liability Insurance

The CBO shall ensure that the school retains appropriate property and liability insurance coverage. Property insurance shall be obtained and address business interruption and casualty needs, including fire, and other hazards with replacement cost coverage for all assets listed in the school's Property Inventory and consumables. Premises and Board errors and omissions liability insurance shall also be obtained and kept in force at all times on a "claims made" form with a self insured retention of no more than \$50,000 per occurrence and limit of no less than \$5 million per occurrence. The school's Director and other staff who manage funds shall be placed under a fidelity bond.

## E. Board Compensation

Board members shall serve without compensation, but may be reimbursed for actual and necessary expenses. All expenses reimbursed shall be documented by receipts and in no event may reimbursements exceed actual expenses.

## F. Authority to Enter Into Contracts and Agreements

Except as otherwise provided in these policies, the CEO/CBO may enter into contracts and agreements without Board approval, provided funds sufficient for the contract or agreement are authorized and available within the school's board-adopted budget.

## G. Financial Reporting

LPS shall provide reports to the District and County Office of Education as follows, and may provide additional fiscal reports as requested by the District and County Office of Education:

- 1. By July 1, a preliminary budget for the current fiscal year.
- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on or before December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, State Department of Education and County Superintendent of Schools.
- 3. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- 4. By September 15, a final unaudited report for the full prior year. The report submitted to the District and County Office of Education shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

## INTRODUCTION

This provides an introduction to Leadership Public Schools (LPS) accounting methods and financial reports, an overview of LPS budget policies and procedures, and "nuts and bolts" procedures for purchasing, contracts, expense reimbursements, credit card reconciliation, payroll, petty cash, and fundraising. In order to have efficient and sound financial systems, and to avoid audit problems, most of the processes in this section are mandatory.

## **OVERVIEW OF ACCOUNTING METHODS**

## ROLE OF THE HOME OFFICE AND SCHOOL SITES

The Home Office Accounting Department oversees all financial transactions and produces financial reports for the schools and Home Office. While the Home Office has primary responsibility for accounting, the schools must follow the procedures for attendance reporting, purchasing, expense reports, and petty cash to ensure accurate and timely financial reports. These procedures are outlined in detail below.

#### **METHOD OF ACCOUNTING**

LPS uses an "accrual basis" method of accounting, which means that revenues and expenses are recorded when the economic activity occurs, as opposed to "cash basis" in which transactions are recorded only when cash is disbursed. The accrual basis helps us avoid surprises, avoid budget overages, and gives us a more accurate picture of the budget status of the school.

Accrual accounting is very helpful in monitoring whether we are hitting revenue targets, as the state funding system lags significantly behind our actual attendance. We recognize Average Daily Attendance-based revenue based on the school's projected annual Average Daily Attendance. LPS is transitioning to revenue accruals based on the principal apportionment payment calculator from the California Department of Education.

## TRANSITION TO CHARTER IMPACT FOR BACK OFFICE OPERATIONS

On January 1, 2023 LPS contracted with Charter Impact to provide back office business operations and CALPADS attendance reporting. The business operation services they provide to LPS are:

- Implementation and training (includes site support training)
- Accounts payable processing
- Accounts receivable processing
- Bank reconciliation and general ledger maintenance
- Cash management
- Monthly financial reporting
- Compliance and grant reporting
- Charter authorizer support
- · Annual budget creation and revisions

- Audit preparation and oversight with authorizers
- Tax preparation and support
- Strategic planning

# **BUDGET POLICIES**

The LPS Board of Trustees has approved the following policies for developing and managing LPS budgets.

## FISCAL YEAR

LPS operates on a fiscal year that matches the California fiscal year – July 1 to June 30. Fiscal years are named for the year in which they end – for example, FY 2024 starts on July 1, 2023 and ends on June 30, 2024.

# LOCAL CONTROL FUNDING FORMULA (LCFF)

In 2014 school funding faced a radical change from "equality" to "equity". The heart of the overhaul of California's school finance system is the funding formula. The Local Control Funding formula encompassed three broad principles: funding schools more equitably, based on student needs; making more decisions at a local level; and measuring school achievement using multiple metrics, not just test scores, and supporting schools so they improve rather than punishing them for failing. All (school) districts receive a uniform base amount per pupil, with different amounts depending on the grade level. Districts receive the most funding for high school grades, where instruction costs the most.

On top of the base grant, districts receive additional funds based on the number of low-income children, English learners, homeless and foster children. Districts receive an additional 20 percent of the base – "supplemental grant" - for each high-needs student enrolled in a district.

On top of that, when high-needs students make up at least 55% of a district's enrollment, districts receive a "concentration grant" equal to 50 percent of the base grant for every high-needs student above the 55% threshold. For charter schools this is based on the authorizing district's unduplicated pupil percentage or the school's whichever is lower.

In summary, funding in California is based on a per-pupil-basis, in other words each individual pupil is funded based on their specific needs, and funding is not interchangeable between schools within a specific district.

#### SEPARATE FUND BALANCES FOR EACH SCHOOL

Another important point as it relates to LPS is that it is a charter school network made up of three high schools, each of which physically resides in other school districts. For example, LPS Richmond is in the West Contra Costa Unified School District; LPS Hayward is in the Hayward Unified School District, and LPS Oakland R&D is in the Oakland Unified School District. Similar to pupil funding, the funding of each

charter high school is not interchangeable with the other high schools in the charter school network.

LPS maintains separate fund balances for the Home Office and for each school.

# SCHOOL ACCOUNT CODE STRUCTURE (SACS)

LPS uses the Standardized Account Code Structure, called SACS, which is used by all California school districts. LPS financial statements are in "plain English," so principals need not memorize account numbers. The key segments are as follows:

<u>Object Code</u> – a classification scheme for expenses; most budget reports are organized by object code. Codes are four digits, with the first digit indicating the general category:

1000-1999: includes teachers, certified pupil support, certified supervisors and administrators, etc.

2000–2999: includes instructional assistants, athletics staff, clerical and office, maintenance staff, classified supervisors and administrators, etc.

3000-3999: includes Health and Welfare, Worker's Compensation, and other employee benefits.

4000–4999: includes approved textbooks and core curricula material, books and other reference materials, materials and supplies, etc.

5000–5999: includes non-public school services/non-public agency services, payments to districts and county offices, audit, legal fees, travel and conferences, dues and memberships, field trips, housekeeping services, licenses, rentals, leases, and repairs.

6000-6599: most commonly refers to site improvements, equipment, and equipment replacement.

7100-7299: includes allocations to the home office.

7400–7499: used to record transfers of direct support and indirect costs within or between funds.

8000-8999: used to record revenues.

9000-9999: denotes balance sheet accounts.

<u>Function Code</u> – denotes departments within schools and the Home Office. There are function codes for each academic department (math, science, etc.) as well as other activities such as food services, pupil testing, technology, athletics, student leadership, and special education.

Site Code – 000 for Home Office, 100 for Richmond, 500 for Hayward, and 700 for Oakland R&D.

<u>D-ND Code</u> – 0 for the non-discretionary segment, and 1 for the discretionary segment

## HOME OFFICE ALLOCATIONS

Allocations are made to help pay for Home Office support and startup services provided to the schools. These costs are allocated to the school sites based on each schools ADA. Examples of costs which

are allocated by the Home Office include:

- Payroll
- Accounts payable
- Human resources
- Financial services
- Educational services
- Student services
- Superintendent and Board expenses
- Compliance
- Facilities
- · Tech and data systems
- Special education

## **CONTINGENCY AND RESERVE POLICIES**

Contingency funds may not be used without prior LPS Board approval.

Reserves are defined as the fund balance remaining after all budgeted expenses for a given fiscal year. School districts are required to show reserves in their budgets under a law known as "AB 1200" (this law doesn't apply to charter schools, but the same requirements are often imposed by our charter authorizers). All schools show a minimum 3% fund balance in their budgets.

## **BUDGET DEVELOPMENT PROCESS**

The following section explains the process for budget development for the schools.

## **BUDGET CALENDAR**

# January - April

Charter Impact works with the Chief Business Officer to review the Governor's proposed state budget for the upcoming fiscal year, and identify the likely range of revenues for the school's upcoming fiscal year (July 1 - June 30) based on projected enrollment. Once the revenue estimates are complete, Charter Impact and the Chief Business Officer develop the remainder of the budget including staffing levels, review of fixed costs and discretionary spending. Then a five-year budget projection is developed in accordance with the schools' established strategic and growth plans.

## May - June

Charter Impact and the Chief Business Officer review revenue projections subsequent to the Governor's annual "May Revise" budget figures, fine-tunes the upcoming fiscal year budget to accommodate any changes. This budget will include monthly cash flow projections. The Board reviews and formally adopts a budget for the upcoming fiscal year before June 30. A copy of the final budget is provided to LPS.

#### July - August

Books for the prior fiscal year are closed by Charter Impact, all transactions are posted, and records assembled for audit.

The budget is reviewed subsequent to the adoption of the state Budget Act and necessary adjustments are made. A copy of the revised final budget is provided to West Contra Costa Unified School District, Hayward Unified School District, and Oakland Unified School District.

### September - December

The independent auditor performs an audit of the closed fiscal year and prepares the audit report for submission to the Audit Committee.

At the end of the first full week of school, the Chief Business Officer reviews each LPS school's actual attendance figures and notifies the Board if actual attendance is below budget projections. If needed, the school's budget is revised to match likely revenues.

The Audit Committee of the Board reviews a copy of the audit. The Chief Business Officer and Board address any audit exceptions or adverse findings. Once the Board approves the audit report, it is submitted to the West Contra Costa Unified School District, Hayward Unified School District, and Oakland Unified School District.

On a monthly basis, the Chief Business Officer and Board reviews current year actual versus budgeted revenues and expenditures and other financial reports as presented by Charter Impact. The Board approves any needed changes to the annual budget.

#### ROLE OF THE HOME OFFICE AND SCHOOL SITES

The Home Office will provide budget tools and guidelines to assist the Principals in building their discretionary budgets. Principals are responsible for seeking budget input from the School Site Council, department chairs, and other school constituencies.

# **PURCHASING**

#### SEGREGATION OF DUTIES

LPS will develop and maintain purchase order forms to document the authorization of non- payroll expenditures. All proposed expenditures \$1,000 and greater must be approved by the Chief Business Officer who will review the proposed expenditure to determine whether it is consistent

with the Board-adopted budget. In the absence of a vendor invoice, LPS will develop and maintain a check request form to document the approval of payment for specific items.

All transactions will be posted in a general ledger maintained by Charter Impact. To ensure segregation of recording and authorization, the Accounts Payable Technician may not co-sign check requests for purchase orders.

## REQUIRED APPROVALS

Principals have full discretion to approve school purchases from the discretionary budgets with the following exceptions:

Authorized Signers on Bank Accounts Under \$10,000: One signature Greater than \$10,000: Two signatures	Superintendent Chief Business Officer Board Treasurer
Wire or Electronic Fund Transfers	Superintendent Chief Business Officer
Check Signatures Under \$10,000: One signature	Superintendent Chief Business Officer
Greater than \$10,000: Two signatures	Board Treasurer
Contracts All contracts shall be reviewed and approved by Finance staff to ensure consistency with the approved budget and fund availability.	All contracts shall be signed by either the Chief Business Officer or Superintendent in accordance with purchase order limits. Contracts specifically authorized by the Board of Trustees may be delegated to the Superintendent for signature and execution
Purchase Request Form All Purchase Request Forms shall be reviewed and approved by Finance staff to ensure consistency with the approved budget and fund availability.	Less than \$1,000 – Budget Manager or Principal \$1,000 - \$9,999 – Principal, CBO or SUP \$10,000 - \$99,999 – Principal, CBO, SUP Greater than \$100,000 – SUP and Board Treasurer
Credit or Purchase Cards	All credit or purchase cards must be authorized by the CBO or Superintendent.

When approving purchases, the Chief Business Officer/Principal must:

- Determine if the expenditure is budgeted
- Determine if funds are currently available for expenditures (i.e. cash flow)
- Determine if the expenditure is allowable under the appropriate revenue source
- Determine if the expenditure is appropriate and consistent with the vision, approved charter, school policies and procedures, and any related laws or applicable regulations
- Determine if the price is competitive and prudent.

Any individual making an authorized purchase on behalf of the school must provide Charter Impact with appropriate documentation of the purchase. Individuals other than those specified above are not authorized to make purchases without pre-approval.

#### GENERAL PURCHASING PROCESS

Our purchasing process is almost entirely managed at the school site, in order to minimize bottlenecks:

- 1) The School Manager requesting the expenditure (or Requestor) completes a "Purchase Request and Purchase Order" form listing complete vendor information, description of the item(s) requested, and the appropriate site/department. After this information is completed, the "Purchase Request and Purchase Order" form is forwarded to the Principal for approval.
- 2) The Principal or designee reviews the "Purchase Request and Purchase Order" form for accuracy, verifies budget availability, and approves or rejects the request.
- 3) "Purchase Request and Purchase Order" forms for \$1,000 or greater, or that exceed budgeted funds require the Chief Business Officer's approval. The School Manager or Principal sends these "Purchase Request and Purchase Order" forms to the Chief Business Officer.
- 4) The School Manager generates a purchase order number from the Purchase Order Log. Numbers are sequential, and controlled at the school level. Use the format of school code-last 2 digits of the ending fiscal year-P.O. number, such as "100-24-001" for Richmond. (Site numbers are 100 for Richmond, 500 for Hayward, and 700 for Oakland R&D. The Home Office is 900, for purchasing only).
- 5) The School Manager adds the purchase order number to the "Purchase Request and Purchase Order" form, which turns the form into an approved purchase order. We do not have a separate purchase order form.
- 6) The School Manager (or Requestor) then places the order. The person placing the order is responsible for tracking the order through completion.
- 7) The School Manager sends a copy of the "Purchase Request and Purchase Order" form with the purchase order number to the accounting department via fax or email (no hard copy is required).
- 8) The item(s) ordered are delivered to the attention of the Requestor at the school site. The School Manager keeps the original packing slip, compares the packing slip to the "Purchase Request and Purchase Order" form. If necessary, the School Manager or Requestor contacts the vendor to resolve any issues. The School Manager files the packing slip, and passes on the order to the Requestor with a copy of the packing slip.
- 9) The Requestor needs to let the School Manager and Accounts Payable Technician (Home Office) know within 2 days if there are any errors or returns. The Accounts Payable Technician will refer to the Purchase Order Log for that site to verify that the purchase is completed before submitting documentation to Charter Impact for payment.

- 10) Expenditures Not Requiring a Purchase Request Form or Purchase Order:
  - a. Contracts
  - b. Expenditures paid by site Petty Cash Fund (see Petty Cash Procedure)
  - c. Legal fees
  - d. Utilities

<u>Note</u>: By default, we assume vendors will submit an invoice after goods or services are delivered. In unusual circumstances when a check is required in advance, please indicate this by selecting "**Check Request**" in the "Special Instructions" box on the "Purchase Request and Purchase Order" form. Similarly, if a credit card transaction is requested, indicate this in the "Special Instructions" box.

## **ACCOUNTS PAYABLE CHECKS**

The Superintendent and the Chief Business Officer are authorized by the Board to sign bank checks within established limitations.

- Charter Impact does not use pre-printed check stock to avoid the risk of theft.
- When there is a need to generate a check, the Accounts Payable Technician will send appropriate approved documentation to Charter Impact. This is usually an approved invoice or "Purchase Request and Purchase Order" form with "Check Request" selected in the "Special Instructions" box.
- Once approved, Charter Impact prepares the check signed by the Superintendent/Chief Business Officer. Signatures are on file with Charter Impact.
- Checks may not be written to cash, bearer, or petty cash. Under no circumstance will any individual sign a blank check.
- Charter Impact will record the check transaction(s) into the appropriate checkbook and in the general ledger.

## **CONTRACTS**

In alignment with the approved authorized signers designated by the Board, the Chief Business Officer must review all contracts and is able to sign contracts between \$1,000 - \$9,999. In the case of contracts \$10,000 or greater, the Superintendent's signature is required, in addition to the Chief Business Officer's. No other employees are authorized to sign contracts on behalf of LPS. The only exception to this policy is for salary agreements, which may be signed by the Principal once approved by the Chief Business Officer and the Director of People and Culture.

Staff should use the same purchasing process described above, including the "Purchase Request and Purchase Order" form, to request contracted services. If the amount of the contract is not known in advance, an estimate should be included with the "Purchase Request and Purchase Order" form.

LPS will maintain a written contract administration system that ensures that all contractors, including consultants, perform in accordance with the terms, conditions, and specifications of their contracts/written agreements. LPS will comply with CFR 80.36, Procurement, including:

- Maintaining a copy of a signed contract, agreement, or purchase order for services to be performed, completed IRS W-9 form, Certificate of Insurance, and the rationale and procedure used for selecting a particular contractor;
- 2) For all contracts in excess of \$10,000, describing in the contract or agreement conditions under which the contract may be terminated, including the basis for settlement;
- 3) Maintaining evidence that contracts were given only to contractors and consultants possessing the ability to perform successfully under the terms and conditions of the proposed contract (e.g., contracts and consultants were selected based on demonstrated competence, qualifications, experience, and reasonableness of costs; consideration was given to contractor integrity, compliance with public policy, record of past performance, and financial and technical resources in selecting contractors);
- 4) Contracting only with individuals not employed by LPS;
- 5) Not participating in the selection of award of a contract when conflicts of interest are involved;
- 6) Maintaining records on the services performed, including the date that services was performed and the purpose of the services, and ensuring that the services are consistent and satisfactory with that described in the signed contract/purchase order; and
- 7) Making payment only after the service was performed and an invoice submitted. The contractor is required to submit receipts for reimbursable expenses.

## EXPENSE REIMBURSEMENT PROCESS

Requests for reimbursement must be submitted on the Employee Expense Reimbursement form. All purchases or mileage must be pre-approved in order to be reimbursed. The form is filled out by the employee, sent electronically to the supervisor for approval, and then forwarded electronically to the Accounting Department for payment. In addition, a hard copy of the form must be printed and original receipts for all expenses except mileage must be attached (a scanned copy of the form and receipts is an acceptable alternative to the hard copy). The hard copy is then sent to the Accounting Department. No expenditure (other than mileage and tolls) will be reimbursed without a receipt. Staff should use the purchase order process for purchasing whenever possible.

Individuals who use personal funds to make unauthorized purchases will not be reimbursed. Authorized purchases will be promptly reimbursed by a bank check upon receipt of appropriate documentation of

the purchase by Charter Impact.

## CREDIT CARDS

LPS has a Company credit card for use in situations requiring the business use of a credit card. Credit cards are issued to the Superintendent, Chief Business Officer, Director of Student Services, Director of Curriculum, Director of SPED, Director of Technology and Operations, and the Director of People and Culture. Staff members are encouraged to go through the normal purchasing process.

The Coordinator of Business Operations will collect receipts from all credit card holders, and prepare the "Credit Card Reconciliation" form, with coding instructions, to submit to the Chief Business Officer for review and approval. The Chief Business Officer's credit card reconciliation form, credit card statement, and back up documents will be sent through an electronic process for approval to the Superintendent for review and approval. Once documents are approved by the Chief Business Officer and Superintendent, the Coordinator of Business Operations will submit all related credit card documents to Charter Impact for recording in the general ledger. **Note: Credit card payments are auto-paid the 25th of each month**. The original hard copy of all receipts are maintained in LPS internal files.

## **BANK RECONCILATIONS**

Charter Impact access bank statements for all LPS accounts online. Once the statement(s) are accessed:

- Charter Impact will examine all paid checks for date, name, cancellation, and endorsement. Any
  discrepancies regarding the paid checks or any checks over 90 days will be researched and if
  applicable deleted from the accounting system.
- Charter Impact will prepare the bank reconciliation, verifying the bank statements and facilitating any necessary reconciliation.
- Charter Impact will compare the reconciled bank balance to the cash in the bank account and to the general ledger, immediately reporting any discrepancies to the Coordinator of Business Operations.

# **PAYROLL**

#### PAYROLL SERVICES

Charter Impact will prepare payroll checks, tax and retirement withholdings, tax statements, and perform other payroll support functions. The Chief Business Officer will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Chief Business Officer will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been

deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks.

Upon hiring of staff, the HR Specialist will be responsible for the creation of a personnel file with all appropriate payroll-related documentation and completing or providing all of the items on the "Employee Payroll Set-up/Change" form. Items include a federal I-9 form, tax withholding forms, retirement date, and an accounting of the use of sick leave.

#### **TIMESHEETS**

All classified employees will be responsible for completing an electronic timesheet including vacation, sick, and personal time (if applicable). The employee and the appropriate supervisor will approve the completed timesheet through the time and accounting system. Incomplete timesheets will be returned to the approving supervisor and late timesheets will be held until the next pay period. No employee will be paid until a correctly completed timesheet is submitted. If an employee is unexpectedly absent and therefore prevented from working the last day of the pay period or turning in the timesheet (such as an employee calling in sick), the employee is responsible for notifying the approving supervisor or for making other arrangements for the timesheet to be submitted. However, the employee must still complete and submit the timesheet upon return.

#### **OVERTIME**

Advanced approval in writing by the authorized supervisor is required for compensatory time and overtime. Overtime only applies to classified employees and is defined as hours worked in excess of eight (8) hours within a day or forty (40) hours within a week. Exempt employees are not subject to overtime; however, they are compensated for additional duties as required. Any hours worked in excess of an employee's regular work schedule must be pre-approved by the supervisor, unless it is prompted by an emergency. No overtime will be paid without the approval of the employee's supervisor. Overtime will not be granted on a routine basis and is only reserved for extraordinary or unforeseen circumstances. If a supervisor identifies a recurring need for overtime in any given position, the supervisor should immediately consult with the Chief Business Officer for further guidance.

#### PAYROLL PROCESSING

For hourly employees, employees must submit electronic timesheets to verify appropriate hours worked, resolve absences and compensations, and monitor number of hours worked versus budgeted. The Chief Business Officer/Principal will approve these timesheets. No overtime hours should be listed on timesheets without the supervisor's approval. The Director of People and Culture or their designated staff will provide the designated school employee with any payroll- related information such as sick leave, vacation pay, and/or any other unpaid time.

# PAYROLL TAXES AND RECORD KEEPING

Charter Impact will prepare payroll check summaries, tax and withholding summaries, and other payroll tracking summaries based on the reporting submitted.

Charter Impact will also prepare the state and federal quarterly and annual payroll tax forms for income tax withholdings, Social Security and Medicare and submit the forms to the respective agencies on behalf of the school. Charter Impact will prepare the quarterly state returns for unemployment and disability, review the forms with the Chief Business Officer, and submit the forms to the state on behalf of the school.

## **PETTY CASH**

- RESPONSIBLE PARTIES. Each school site maintains a petty cash box in a locked drawer or file cabinet. The Principal is responsible for the safekeeping of petty cash and accurate recordkeeping of petty cash transactions, but may designate a trusted staff member to serve as the petty cash custodian and perform these functions.
- 2. FUNDING. The site is allowed a petty cash fund in the amount of \$300. The custodian cashes the check and converts the cash to small bills and change. The funds are placed in a locked cash box. One key is held by the Principal and another is retained by the petty cash custodian.
- 3. RECORD-KEEPING. All petty cash disbursements must have an accompanying original (not a copy) receipt and the receipt must match the amount actually spent. Receipts are retained with the Petty Cash Log and are submitted with the Petty Cash log for reimbursement of the petty cash fund to the Coordinator of Business Operations who will review and add the coding information and submit to the Chief Business Officer for approval. Once approved the Petty Cash log, receipts, and coding information are forwarded to Charter Impact for processing.

#### 4. DISBURSEMENTS.

- A. ADVANCE PAYMENTS The petty cash custodian advances the requested amount and records on the Petty Cash Record the date, recipient's name and the amount advanced. The recipient makes the purchase and obtains a receipt. The recipient then presents the petty cash custodian with the change from the amount advanced (if any) and the purchase receipt. The petty cash custodian numbers the receipt and records on the Petty Cash Record the amount of change received the receipt number and the appropriate expense account data.
- B. REIMBURSEMENTS The requester presents a receipt for the amount requested to the petty cash custodian. The petty cash custodian numbers the receipt, pays the requester and records on the Petty Cash Record the date, name of requester, amount expended and the appropriate expense account data.
- C. All petty cash disbursements must have an accompanying original (not a copy) receipt and the receipt must match the amount actually spent. Receipts are retained with the Petty Cash Log and are submitted with the Petty cash log for reimbursement of the petty cash fund.
- 5. REIMBURSEMENT OF THE PETTY CASH FUND When the cash balance of the fund gets low (Approx. \$50) the petty cash custodian submits the completed Petty Cash Record and

corresponding receipts to the Accounting Department. The Coordinator of Business Operations audits the Petty Cash log for accuracy and submits a "Petty Cash Reconciliation" form to Charter Impact for a check made payable to the petty cash custodian in the amount of the total expenditures. The petty cash custodian cashes the check, converts to smaller bills and change and places it in the locked cash box, thereby returning the fund to its authorized amount of \$300.

6. Any irregularities in the petty cash fund will be immediately reported in writing to the Chief Business Officer and the Principal.

#### **DEPOSITS FROM SCHOOL SITES**

LPS has established an account at Wells Fargo to enable school sites to deposit cash, checks and money orders received at the school. Examples of these funds are lunch money, vending machine proceeds, yearbook sales, funds derived from Associated Student Body and student government activities (dances, clubs or other fundraisers) and school-based fundraising. Deposit slips are provided to all sites by the Home Office. Deposits should be made on a regular basis to avoid accumulating large amounts of cash on site.

It is necessary to maintain accurate records of each deposit made. Failure to do so could result in incorrect amounts being credited to various school functions and, potentially, money not being available for school/student activities needs. A "Deposit Record" form has been created to record each deposit made. A separate form should be used for each deposit. The "Deposit Record" form, along with its attachments should be sent to the Home Office immediately after the deposit has been made. The procedure for making deposits is as follows:

- Prior to making any deposits, a school employee should request an ample supply of savings account deposit slips from the Home Office. This enables the person who prepares the deposit to complete the deposit slip prior to going to the bank to make the deposit.
- 2) Open the "Deposit Record" form and fill in the site name and date of deposit. List each check or cash amount on the deposit record, recording who the check is from in the column and the check number (or "cash" if the amount is in cash and/or coin) in the second column.
- 3) In the columns to the right record the amounts from this check that are to be applied to the appropriate source i.e. lunch money, yearbook, etc. If the check is intended to pay for multiple items (lunch and yearbook, for example), the amounts should be split into the correct columns.
- 4) After all checks and cash have been entered on the "Deposit Record" form, fill out the

deposit slip listing the amount of cash and coin and individually listing each check. A calculator should be used to add up the deposit total. The amount of the deposit must equal the total amount on the deposit record form.

5) Endorse all checks on the back with: FOR DEPOSIT ONLY XXXXX-XXXXX

- 6) Make a copy of each check and the deposit slip (3-4 checks will fit on a page).
- 7) Print the "Deposit Record' form and attach check copies and a copy of the deposit slip and send to the Home Office. Deposit all checks, cash and coin at a Wells Fargo branch.

Beginning the 2022-23 school year California implemented the Universal Meals Program which provides two meals free of charge (breakfast and lunch) during each school day to students requesting a meal, regardless of their free or reduced-price meal eligibility. Therefore, the individual school sites will no longer be depositing funds related to this program.

When conducting sales such as yearbook, maintain an Excel spreadsheet logging all sales. Purchase a pad of duplicate receipts and issue a written receipt for all sales. Maintain the duplicate copies of all sales at the school site. Please consult with the Chief Business Officer regarding whether sales taxes must be collected or paid.

All donations, whether by cash or check, must be deposited in the Wells Fargo account or submitted to the Home Office for processing, so they can be properly accounted for.

# **FUNDRAISING**

## FUNDRAISING EXPECTATIONS AND PROCEDURES

LPS is a 501(c)3 non-profit charitable organization with all LPS schools and the Home Office part of this one corporation. Contributions to LPS from individuals, corporations and foundations are tax deductible. Due to its charitable status, LPS is subject to important regulations vis-à-vis donors, and acceptance and use of gifts.

#### SOLICITATION GUIDELINES

Fundraising authority and responsibilities belong with the Superintendent and Chief Business Officer in consultation with the Board of Trustees of LPS. Together, this group sets and approves fundraising campaigns, targets and goals and authorizes solicitation of individuals, corporations, foundations and other organizations.

Principals may engage in individual donor solicitations up to \$1,000 and organizational solicitations (e.g. foundations, corporations) up to \$10,000. For these solicitations, principals are required to consult

with the Home Office to ensure there are no conflicts, but are not required to seek approval prior to acting. Individual school fundraising efforts falling outside of this range benefit from central management and require Home Office approval.

#### SCHOOL FUNDRAISING ASSISTANCE

The Home Office will to the extent possible provide development assistance to schools. The Home Office will serve as a liaison to the Chief Business Officer and Board for academic enrichment fundraising issues and requests. It will also provide technical assistance and services related to acceptance and acknowledgement of gifts and will serve as an information resource on general fundraising matters, including applicable IRS tax regulations and requirements. Finally, the Home Office is ultimately responsible for prospect management activities needed to maintain positive donor relations and maximize gift opportunities.

#### GIFT ACCEPTANCE AND ADMINISTRATION GUIDELINES

A comprehensive policy detailing gift acceptance and administration guidelines is currently under development.

Interim guidelines permit acceptance of unrestricted gifts, approved designated gifts, and pledges for gifts paid over time. Acceptable gift types include cash, usable gifts-in-kind, securities, bequests, and matching gifts. Preferred payment methods for gifts include cash, check, and credit card.

Interim guidelines for gift administration require that the Home Office is responsible for processing and acknowledging all contributions to LPS, including those made to individual schools. All cash, cash-equivalents or proof of receipt for gifts-in-kind, along with supporting documentation should be forwarded to the LPS Chief Business Officer within 5 days of receipt. Official acceptance of gifts occurs either when funds are deposited by the Home Office or when a donor is sent a written acknowledgment signed by the CEO. In addition to official LPS acknowledgment, schools are encouraged to thank their donors independently.

A donor database is administered by the Home Office which will store records for all individual and organizational donors, including giving history and contact details. In the future, schools will be able to access this database.

## **Budget Narrative & Cash Flow Statement**

Below is the financial information and narrative for the proposal of LPS OAKLAND R&D CAMPUS ("LPS Oakland"). The financial statements include a 4-year pro-forma annual budget and monthly cash flow statement (the current year (2024-25) in progress plus three years of operations for 2025-26 through 2027-28 inclusive).

## Students: Enrollment, Demographics and Average Daily Attendance

Revenues for LPS Oakland will largely depend on the number of students enrolled and their attendance. Average Daily Attendance (ADA) is the aggregate attendance during a reporting period divided by the number of days the school is in session during that period. ADA is used to calculate many of the revenue sources. Based on historical information, this budget assumes a 90% attendance rate.

LPS Oakland plans operation in 2024-25 with enrollment of 175 based on their current enrollment trends, and conservatively projects growth each year to grow to 191 students in FY27-28. However, the hope is that with a renewed focus on growing enrollment that enrollment will increase beyond these estimates. The following table shows LPS Oakland projected enrollment and ADA.

**Table A: Enrollment & ADA** 

	2024-25	2025-26	2026-27	2027-28
	Year 1	Year 2	Year 3	Year 4
Projected Enrollment & ADA by Grade				
Total Projected 9th - 12th Grade Enrollment	175	175	180	191
Average Daily Attendance (ADA)				
ADA %	90%	90%	90%	90%
Total	158.00	158.00	162.00	171.00

### Revenue

Factoring in all revenues at the school, per-pupil funding is expected to be between \$29,559/ADA and \$22,687/ADA at LPS Oakland. LCFF state revenue provides the largest source of funding and makes up an average of 67.3% of LPS Oakland's total revenues during the four-year projection period.

All revenues are monitored throughout the year as various funding estimates are refined and recalculated.

**Table B: Summary of Projected Revenues** 

	2024-25	2025-26	2026-27	2027-28
	Year 1	Year 2	Year 3	Year 4
Summary of Revenue Programs				
State Aid - Revenue Limit	\$2,592,703	\$2,584,600	\$2,732,743	\$2,950,915
Federal Revenue	540,389	268,063	274,464	288,046
Other State Revenue	1,136,627	789,162	276,450	290,760
Other Local Revenue	400,534	393,156	391,686	390,523
Total Revenues	\$4,670,253	\$4,034,981	\$3,675,343	\$3,920,244
State Revenues as % of Total	55.5%	64.1%	74.4%	75.3%
Revenues per ADA	\$29,559	\$25,538	\$22,687	\$22,925

#### State Revenues

State Revenues are estimated based on specific programs as identified below, with the majority of funding dependent upon the annual State budget and the school's student population.

## Principal Apportionment

The LCFF FCMAT calculator (FCMAT Version v25.2a released 08/16/2024) was used to determine the LCFF projections for each year of the above revenue projections which are based on expected student ADA and the expected unduplicated count of students at LPS Oakland of 74.86%. This rate is consistent with the unduplicated percentage from FY23-24. LCFF is projected to increase by the current FCMAT COLA guidance associated with each specific year.

These projections show that in year 1, a total of \$290,454, or \$1,838 per ADA, of the principal apportionment ADA funding will be disbursed via the Education Protection Account. Approximately 24.7% of the LCFF revenues (or \$4,389 per ADA) are projected to be disbursed via In-Lieu Property Taxes (ILPT). This rate is consistent with the ILPT paid during FY 23-24 to Oakland LPS.

**Table C: Projected State Revenues** 

	2024-25	2025-26	2026-27	2027-28
	Year 1	Year 2	Year 3	Year 4
State Aid - Revenue Limit				
LCFF State Aid	\$1,608,742	\$1,592,128	\$1,723,261	\$1,912,873
Education Protection Account	290,454	298,965	315,975	344,535
State Aid - Prior Year	-	-	-	-
In Lieu of Property Taxes	693,507	693,507	693,507	693,507
Total State Revenue	\$2,592,703	\$2,584,600	\$2,732,743	\$2,950,915

#### Federal Revenues

### Special Education

LPS Oakland provides special education services and will work with the El Dorado County Office of Education (EDCOE) Special Education Local Planning Area (SELPA) to ensure resources are provided to ensure compliant, efficient and effective delivery of services. LPS Oakland state special education funding includes general state aid of \$1,070/ADA, which is net of the 3% SLEPA fee. The school's projected state special ed revenue, within the "Other State Revenue" category includes Educational Related Mental Health Services (ERMHS) level 2 funding at \$57.34/ADA. In addition to state special education funding, the revenue projection for LPS Oakland also assumes \$194/ADA of federal special education funding.

## Title Programs

LPS Oakland has also included a projection of Title I, II, II, and IV funds consistent with funding levels in the prior years. Title IV funds are reflected within the "Other Federal Revenue" line.

#### Other Federal Revenue

COVID-19 federal funding for LEAs from American Rescue Plan Act (ARP Act) Elementary and Secondary School Relief (ESSER III) Fund provided emergency relief funds to address the impact COVID-19 has had, and continues to have, on elementary and secondary schools across the nation. LPS Oakland used \$97,944 of various ELOG / ESSER funding during FY24-25 before the funds expired on September 30, 2024. Additionally, LPS Oakland was awarded \$174,382 of Comprehensive Support and Improvement (CSI) funds which are budgeted for use in FY24-25. The only ongoing Other Federal Revenue are the Title IV funds.

**Table D: Projected Federal Revenues** 

	2024-25	2025-26	2026-27	2027-28
	Year 1	Year 2	Year 3	Year 4
Federal Revenue				
Special Education - Entitlement	\$30,652	\$30,652	\$31,428	\$32,355
Title I, Part A - Basic Low Income	194,992	194,992	199,929	211,036
Title II, Part A - Teacher Quality	10,341	10,341	10,603	11,192
Title III - Limited English	16,844	16,844	17,270	18,230
Other Federal Revenue (includes Title IV)	287,560	15,234	15,234	15,234
Total Federal Revenue	\$540,389	\$268,063	\$274,464	\$288,046

#### Other State Revenues

## Lottery & Mandated Block Grant

Lottery funding is based upon a projection of \$273 per ADA per year. Lottery funds are mainly allocated for general purpose use with nearly 30% of the funds restricted for instructional materials. Projections for the Mandate Block Grant are assumed at \$55.76/ADA for grades 9-12.

## A-G Completion

LPS Oakland received \$412,777 as a part of the A-G Completion Improvement and Implementation Grant award to schools based on their unduplicated count during FY20-21. The full funding is allowable to be spent between FY22-23 and FY25-26. LPS Oakland utilized \$2,093 in FY23-24 and plans to utilize \$215,982 in FY24-25 with the final \$194,702 utilized in FY25-26. Funds will be used to improve results in the A-G steps required for graduating students. A-G Completion contains two separate grants - \$337,777 under resource 7412 and \$75,000 under resource 7413.

## Arts, Music, and Instructional Materials Discretionary Block Grant (AMIMBG)

LPS Oakland has funds available through the Arts, Music, and Instructional Materials Discretionary Block Grant (AMIMBG). This funding is a part of COVID era relief that was granted to help schools to obtain standard-aligned professional development and instructional materials in specified areas, obtain professional development on improving school culture, develop diverse and culturally relevant book collections, operational costs and COVID personal protective equipment. LPS Oakland has a board approved plan for AMIMBG and plans to spend these funds accordingly. The school was awarded \$233,399 in funding and plans to spend this over the next two years (FY24-25 and FY25-26), before the funds expire on 6/30/2026.

# Learning Recovery Emergency Block Grant (LREBG)

The Learning Recovery Emergency Block Grant (LREBG) provides funding to LPS Oakland to be used for learning recovery initiatives through the 2027-28 school year that, at a minimum, support academic learning recovery, and staff and pupil social and emotional well-being. LPS Oakland has been awarded \$718,158. LPS Oakland utilized \$69,875 in FY23-24 and plans to utilize \$536,779 in FY24-25 and \$111,504 in FY25-26.

#### Other State Revenue

Additional Other State Revenues include Proposition 28 Arts Education Funding, Educator Effectiveness Block Grant (EEBG), and K-12 Strong Workforce Pathways. LPS Oakland consistently monitors its budgets and updates its plans for fund utilization and the timing of that utilization to ensure both continuity of services to students and utilization of funding streams on allowable costs.

**Table E: Projected Other State Revenues** 

	2024-25	2025-26	2026-27	2027-28
	Year 1	Year 2	Year 3	Year 4
Other State Revenue				
State Special Education	\$169,060	\$169,060	\$173,340	\$182,970
Mandated Cost	10,191	8,810	8,810	9,033
State Lottery	43,134	43,134	44,226	46,683
Other State Revenue	914,242	568,158	50,074	52,074
Total Other State Revenue	\$1,136,627	\$789,162	\$276,450	\$290,760

#### **Other Local Revenues**

LPS Oakland receives approximately \$70,765 in funding through Measure G-1 annually through FY27-28 and receives approximately \$314,708 in funding annually through Measure N / Measure H support through FY35-36. Additionally, LPS Oakland has included a small amount of interest and fundraising consistent with the historical amounts received by the school.

	2024-25	2025-26	2026-27	2027-28
	Year 1	Year 2	Year 3	Year 4
Other Local Revenue				
Measure G1 Revenue	\$70,765	\$70,765	\$70,765	\$70,765
Measure N /Measure H	314,708	314,708	314,708	314,708
Interest Revenue	14,756	7,378	5,900	4,720
School Fundraising	305	305	313	330
Total Federal Revenue	\$400,534	\$393,156	\$391,686	\$390,523

## Expenditure

The projected expenditures through 2027-28 are shown below and are followed by a summary of assumptions for some of the larger expenses.

**Table F: Summary of Projected Expenses** 

	2024-25	2025-26	2026-27	2027-28
	Year 1	Year 2	Year 3	Year 4
Summary of Projected Expenses				
Certificated Salaries	\$1,431,179	\$1,172,967	\$1,112,678	\$1,132,706
Classified Salaries	596,513	239,705	244,020	248,412
Employee Benefits	766,561	649,862	605,577	626,669
Total Personnel Expenses	\$2,794,253	\$2,062,534	\$1,962,275	\$2,007,788
Books and Supplies	258,673	123,203	111,595	119,915
Subagreement Services	283,334	82,700	86,320	92,755
Operations and Housekeeping	345,580	348,801	357,349	367,491
Facilities, Repairs and Other Leases	260,073	264,754	276,343	296,946
Professional/Consulting Services	885,362	714,359	672,234	687,885
Depreciation	12,743	473,294	473,294	473,294
Interest	-	276,331	268,832	261,109
Total Non-Personnel Expenses	\$2,045,766	\$2,283,442	\$2,245,967	\$2,299,396
Total Expenses	\$4,840,018	\$4,345,976	\$4,208,241	\$4,307,184

# **Total Compensation - Salaries and Employee Benefits**

Total compensation costs (salary and benefits) are projected at 58% of total expenditures in FY24-25, which decreases to 47% in the following fiscal years. "Compensation" includes the salary costs of all staff, including those who work full-time and part-time, and includes all staff benefits including Medicare, workers' compensation, and retirement.

LPS Oakland's teacher staffing levels are based upon enrollment projections. The ratio of Students to Certificated Teachers is expected to be at or below 23:1 over the course of the four years forecasted. However, that ratio is slightly below 18.5:1 when including all staff who are in Student/Program support roles.

**Table G: Instructional Staff Ratio** 

	2024-25	2025-26	2026-27	2027-28
	Year 1	Year 2	Year 3	Year 4
Instructional Staff Ratio				
School Attendance	175.0	175.0	180.0	191.0
Certificated Teacher	12.5	9.5	8.3	8.3
Certificated Pupil Support (including SPED)	1.0	1.0	1.0	1.0
Classified Instructional Aides	3.0	1.0	1.0	1.0
Total Instructional Staff	16.5	11.5	10.3	10.3
Student : Instructional Staff Ratio	10.6	15.2	17.5	18.5

The staffing tables for staff who are directly linked to the LPS Oakland location which are associated with our financial projections are shown below:

**Table H: Staffing Summary** 

Table H: Staffing Summary					
	2024-25	2025-26	2026-27	2027-28	
	Year 1	Year 2	Year 3	Year 4	
Total Staffing					
Instructional Staff					
Teachers					
Teachers	12.5	9.5	8.3	8.3	
Total Teacher	12.5	9.5	8.3	8.3	
Other Instructional Staff					
Certificated Pupil Support (including SPED)	1.0	1.0	1.0	1.0	
Classified Instructional Aides	3.0	1.0	1.0	1.0	
Total Other Instructional Staff	4.0	2.0	2.0	2.0	
Total Instructional Staff	16.5	11.5	10.3	10.3	
Administrative Staff - Certified					
Principal	1.0	1.0	1.0	1.0	
Assistant Principal	1.3	1.0	1.0	1.0	
Total Administrative Staff - Certified	2.3	2.0	2.0	2.0	
Support and Administrative Staff					
Support Staff - Classified (FTE)	1.3	1.0	1.0	1.0	
Administrative - Classified (FTE)	1.0	-	-	-	
Clerical Staff - Classified (FTE)	3.4	1.4	1.4	1.4	
Total Classified Staff	5.7	2.4	2.4	2.4	
Total Staffing	24.6	15.9	14.7	14.7	

The average salary structure for key FTE staff positions is listed on the table below. The budget assumes a nominal (1.8%) cost of living adjustment every year. LPS Oakland's employees participate in a labor union.

**Table I: Average Budgeted Salary by Position** 

	2024-25	2025-26	2026-27	2027-28
	Year 1	Year 2	Year 3	Year 4
Average Budgeted Salary by Position				
Teacher (including SPED)	\$70,285	\$75,818	\$78,534	\$79,948
Administrative Staff - Certified	142,400	139,323	141,831	144,384
Classified Staff (Support and Adminsitrative	68,329	70,502	71,771	73,062

**Table J: Employee Benefits** 

	2024-25	2025-26	2026-27	2027-28
	Year 1	Year 2	Year 3	Year 4
Employee Benefits				
STRS	\$276,591	\$224,037	\$212,521	\$216,347
OASDI	37,809	14,682	14,946	15,215
Medicare	15,591	12,008	11,532	11,740
Health and Welfare	361,423	350,199	319,747	335,734
State Unemployment	2,781	2,474	2,209	2,209
Workers' Compensation	31,220	18,209	17,488	17,803
Retirement and Other Benefits	41,146	28,253	27,134	27,622
Total Benefits	\$766,561	\$649,862	\$605,577	\$626,669

The table above lists the total projected annual employer costs for all employee benefits, on a year-by-year basis. Within employee benefits, most benefits are statutory and are determined by either state or federal mandate and are based on current rate factors. These benefits may differ depending on if the staff is a full-time, part-time and/or hourly employee. LPS Oakland's employees participate in different combinations of STRS, Medicare, workers' compensation, and retirement plans depending on position. Benefits are subject to negotiations with the labor union.

## **Books and Supplies and Food Services**

Many of the core programming cost projections are based upon a historical per pupil allotment for instructional supplies, online curricula, project materials and some assessments. These costs and additional enrichment/field trip opportunities for students may be supplemented in the future by additional funding should any become available.

Table K: Books, Supplies, & Food Services

	2024-25	2025-26	2026-27	2027-28
	Year 1	Year 2	Year 3	Year 4
Books & Supplies				
Textbooks and Core Curricula	\$21,036	\$14,289	\$14,914	\$16,026
Books and Other Materials	16,000	16,288	-	-
School Supplies	80,609	42,060	43,901	47,174
Software	58,000	18,044	18,834	20,238
Office Expense	19,292	19,639	20,499	22,027
Business Meals	2,083	2,121	2,214	2,379
Noncapitalized Equipment	61,653	10,763	11,234	12,072
Total Books & Supplies	\$258,673	\$123,203	\$111,595	\$119,915

The purchase of equipment can be a critical part of the instructional program. Noncapitalized Equipment purchased in FY24-25 was predominately new Chromebook for students utilizing one-time funding. Purchases in the following years are budgeted for needed replacement items due to wear.

#### Other Expenses

Many of the operating cost projections are based upon the historical averages experienced by LPS Oakland, such as communication costs, utilities, insurance, and copier lease costs.

## Subagreement Services:

# **SPED Consultants**

Special Education Consultant costs include all outside service provider costs estimated at approximately \$80,000 each year. Services include psychological, speech language and occupational therapy services to LPS Oakland's students with IEPs. This cost is in addition to the in-house special education positions included in the personnel costs and those provided by staff within LPS Home Office.

#### Other Educational Consultants

Other Education Consultant costs in FY24-25 include outside service provider costs for items such as counseling, Advanced Placement testing, Coaching, and Curriculum. Many of these services were anticipated one-time services aimed to provide knowledge and resources within the school which once acquired would continue to benefit future years. Many of these services were purchased with one-time funds that end during FY24-25.

**Table L: Subagreement Services** 

	2024-25		2025-26	<b>2026-27</b> <i>Year 3</i>		2027-28	
	Year 1	Year 2					Year 4
Subagreement Services							
Special Education	\$ 75,575	\$	76,935	\$	80,303	\$	86,290
Substitutes	5,100		-		-		-
Transportation	5,662		5,764		6,017		6,465
Other Educational Consultants	196,997		-		-		-
Total Subagreement Services	\$283,334		\$82,700		\$86,320		\$92,755

## **Professional Services**

Expenses shown in the table above are primarily based on preliminary negotiations with current service providers or based on the school's historical experience. Additional notes on these items are provided below.

**Table M: Professional Services** 

	2024-25	2024-25 2025-26		2027-28
	Year 1	Year 2	Year 3	Year 4
Professional Services				
Professional Development	\$ 54,777	\$ 55,763	\$ -	\$ -
General Consulting	121,153	10,334	10,786	11,591
Special Activities/Field Trips	89,345	17,670	18,443	19,818
Bank Charges	12	12	12	13
Other taxes and fees	32	33	34	37
District Oversight Fee	25,927	25,846	27,327	29,509
SPED Encroachment	5,991	5,991	6,143	6,460
Transfer of indirect costs	522,101	531,499	541,066	550,805
Educational Support	66,023	67,211	68,421	69,653
Total Professional Services	\$885,362	\$714,359	\$672,234	\$687,885

## Authorizer Oversight Fee

LPS Oakland will continue to pay a fee of 1% of LCFF revenues to OUSD.

# Transfer of indirect costs and Educational Support

LPS Oakland receives services and benefit from the allocation of shared resources provided by its Home Office. LPS Home Office serves three schools within its network, including LPS Oakland. Examples of costs allocated include administrative staffing, special education staffing, audit, legal services, payroll services, and back-office services from Charter Impact.

#### Facilities Rent

LPS Oakland occupies and leases space from OUSD. LPS Oakland plans to continue to occupy their current facilities throughout the requested charter extension. During FY24-25, construction and renovation of the facilities funded through Proposition 51 grant and loan funds will be completed. As a result of this anticipated completion, depreciation and interest expense associated with this construction and loan are increased and added, respectively, starting in FY26. Additionally, repairs and maintenance are anticipated to be nominal in the coming years because of these improvements.

**Table N: Facilities, Repairs and Other Leases Expenses** 

	2024-25	2025-26	2026-27	2027-28
	Year 1	Year 2	Year 3	Year 4
Facilities, Repairs and Other Leases				
Rent	\$215,000	\$218,870	\$228,450	\$245,483
Additional Rent	13,687	13,934	14,544	15,628
Equipment Leases	10,209	10,393	10,848	11,656
Other Leases	8,170	8,317	8,681	9,329
Repairs and Maintenance	13,007	13,241	13,820	14,851
Total Facilities, Repairs and Other Leases	\$260,073	\$264,754	\$276,343	\$296,946

**Table O: Depreciation and Interest** 

	2024-25	2025-26	2026-27	2027-28
	Year 1	Year 2	Year 3	Year 4
Depreciation & Interest				
Depreciation	\$12,743	\$473,294	\$473,294	\$473,294
Interest	-	276,331	268,832	261,109
Total Depreciation & Interest	\$12,743	\$749,625	\$742,126	\$734,403

## Operations and Housekeeping

Information on operations and housekeeping costs is provided on the following table. Primary costs are for utilities and janitorial services associated with the facilities.

**Table P: Operations and Housekeeping** 

	2024-25	2025-26	2026-27	2027-28
	Year 1	Year 2	Year 3	Year 4
Operations and Housekeeping				
Auto and Travel	\$903	\$919	\$960	\$1,031
Dues & Memberships	24,319	24,756	25,840	27,767
Insurance	36,518	37,175	38,802	41,695
Utilities	132,000	134,376	136,795	139,257
Janitorial Services	124,130	126,365	128,639	130,955
Communications	27,710	25,209	26,313	26,786
Total Operations and Housekeeping	\$345,580	\$348,801	\$357,349	\$367,491

# Other Outgoing and Transfers

LPS Oakland has established cash reserves that will allow the school to operate, despite the recent challenges of declining enrollment, without need to borrow in the current or future year.

Although LPS Oakland is forecasting a deficit position, the majority of this is due to the projected increase in depreciation expense following renovation and construction of the facilities. Depreciation expense is a non-cash valuation adjustment that reflects the decrease in the facilities' value from normal utilization each year. While this adjustment will decrease LPS Oakland's fund balance, it will not decrease the cash reserves.

## **Cash Flow**

Over the years, LPS Oakland has built up a substantial cash reserve to protect itself against economic uncertainty, fluctuating enrollment, and other cash flow timing pitfalls.

## **Ending Cash Balance**

The cash balance at the end of FY24-25 through FY27-28 is projected to decline each year as the school continues to operate at a deficit. There is a significant decrease in cash at the end of FY24-25 due to costs associated with the Proposition 51 construction and renovation completion. At the end of FY27-28, LPS Oakland is projected to have a remaining cash balance of almost \$6.2 million representing 144% of expenses.

**Table Q: Statement of Activities & Cash Balance** 

	2024-25	2025-26	2026-27	2027-28
	Year 1	Year 2	Year 3	Year 4
Statement of Activities				
Revenues				
State Aid - Revenue Limit	\$2,592,703	\$2,584,600	\$2,732,743	\$2,950,915
Federal Revenue	540,389	268,063	274,464	288,046
Other State Revenue	1,136,627	789,162	276,450	290,760
Other Local Revenue	400,534	393,156	391,686	390,523
Total Revenues	\$4,670,253	\$4,034,981	\$3,675,343	\$3,920,244
Expenses				
Certificated Salaries	\$1,431,179	\$1,172,967	\$1,112,678	\$1,132,706
Classified Salaries	596,513	239,705	244,020	248,412
Employee Benefits	766,561	649,862	605,577	626,669
Books & Supplies	258,673	123,203	111,595	119,915
Subagreement Services	283,334	82,700	86,320	92,755
Operations and Housekeeping	345,580	348,801	357,349	367,491
Facilities, Repairs and Other Leases	260,073	264,754	276,343	296,946
Professional Services	885,362	714,359	672,234	687,885
Depreciation and Interest	12,743	749,625	742,126	734,403
Total Expenses	\$4,840,018	\$4,345,976	\$4,208,241	\$4,307,184
Increase/(Decrease) of Net Assets	(\$169,765)	(\$310,995)	(\$532,898)	(\$386,940)
	-3.5%	-7.2%	-12.7%	-9.0%
Beginning Cash Balance	14,647,737	8,074,294	6,967,743	6,549,512
Ending Cash Balance	\$8,074,294	\$6,967,743	\$6,549,512	\$6,195,598
Cash Balance (% of Expenditures)	166.8%	160.3%	155.6%	143.8%

#### Revenues

Since revenues fluctuate and are received from multiple sources, accurate cash projections are vital to maintenance of a healthy financial position. The greatest cash flow challenge is correctly predicting the flow of federal and state revenue sources. California law specifies the payment schedule for State Aid funds. We assumed there would not be any deferrals in these projections.

## State Aid – Revenue Limit

The State Aid – Revenue Limit funds come from a combination of three sources: In Lieu Property Taxes, State Aid, and Education Protection Account. The district where the school is located pays the Charter School an In-Lieu Property Tax amount per ADA by the end of each month. State Aid is due from the state on or before the end of the month and is paid monthly from July to June on a 5-5-9 schedule. Based on the typical timing of funds coming through the County Treasurer to a school bank account, we have assumed a one-month delay in the payments. The Economic Protection Account flows quarterly in September, December, March and June. Again, for conservatism, we have assumed that all receipts will be delayed to the month following their scheduled payment.

# California Lottery

State Lottery Revenues are paid according to the prior year's ADA and are paid.

# **Expenditure Timing**

The most significant part of LPS Oakland's cost structure is staff compensation, which is generally paid evenly throughout the year, except in July when most staff are not working prior to the start of the school year. Most of the curriculum costs are incurred at the beginning of the school year.

#### **Fund Balance**

The fund balance is expected to be above the CDE and district minimum-recommended level (5%) in each year of operations.

**Table R: Statement of Fund Balance** 

	2024-25	2025-26	2026-27	2027-28
	Year 1	Year 2	Year 3	Year 4
Fund Balance				
Beginning Fund Balance	\$7,797,922	\$7,628,156	\$7,317,161	\$6,784,263
Increase/(Decrease) in Net Assets	(169,765)	(310,995)	(532,898)	(386,940)
Ending Fund Balance	\$7,628,156	\$7,317,161	\$6,784,263	\$6,397,323
Fund Balance (% of Expenditures)	157.6%	168.4%	161.2%	148.5%

## **Restricted Funding and Tracking**

The budget for LPS Oakland has been built on a methodology where all restricted funding has been balanced with an offsetting expense to encumber expenses in the same year that the restricted revenue is recognized. For any multi-year funding, such as LREBG, the school plans to recognize funding as the conditions on use are met by expending the funds on allowable costs each year.

# LPS Oakland R&D Campus

## **MULTI-YEAR BUDGET PROJECTION**

This charter school uses the following basis of accounting:

X Accrual Basis (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)

Modified Accrual Basis (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	Year		FY 2026	Totals for	Totals for	
Description	Object Code	2024-2025	Unrestricted	Restricted	Total	FY 2027	FY 2028
A. REVENUES							
1. LCFF Sources							
State Aid - Current Year	8011	1,608,742.00	1,592,128.00		1,592,128.00	1,723,261.00	1,912,873.00
Education Protection Account State Aid - Current Year	8012	290,454.00	298,965.00		298,965.00	315,975.00	344,535.00
State Aid - Prior Years	8019	-	0.00		0.00	0.00	0.00
Charter Schools Funding in Lieu of Property Taxes	8096	693,507.00	693,507.00		693,507.00	693,507.00	693,507.00
Other LCFF Transfers	8091, 8097	-			0.00		
Total, LCFF Sources		2,592,703.00	2,584,600.00	0.00	2,584,600.00	2,732,743.00	2,950,915.00
2. Federal Revenues							
Every Student Succees Act (Title I-V)	8290	237,411.00		237,411.00	237,411.00	243,036.00	255,691.00
Special Education - Federal	8181, 8182	30,652.00		30,652.00	30,652.00	31,428.00	32,355.00
Child Nutrition - Federal	8220	,		,	0.00	,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Donated Food Commodities	8221				0.00		
Other Federal Revenues	8110,	272,326.00			0.00		
Total, Federal Revenues	8260-8299	540,389.00	0.00	268.063.00	268,063.00	274,464.00	288,046.00
		0.10,000.00					
3. Other State Revenues							
Special Education - State	StateRevSE	169,060.00		169,060.00	169,060.00	173,340.00	182,970.00
All Other State Revenues	StateRevAO	967,567.00	38,988.00	581,114.00	620,102.00	103,110.00	107,790.00
Total, Other State Revenues		1,136,627.00	38,988.00	750,174.00	789,162.00	276,450.00	290,760.00
4. Other Local Revenues							
4. Other Local Revenues  All Other Local Revenues	LocalRevAO	400,534.00	7,683.00	385,473.00	393,156.00	391,686.00	390,523.00
	LocalRevAO						
Total, Local Revenues		400,534.00	7,683.00	385,473.00	393,156.00	391,686.00	390,523.00
5. TOTAL REVENUES		4,670,253.00	2,631,271.00	1,403,710.00	4,034,981.00	3,675,343.00	3,920,244.00
B. EXPENDITURES							
Certificated Salaries     Certificated Teachers' Salaries	1100	1,030,352.00	245,831.00	573,544.00	819,375.00	752,722.00	766,271.00
Certificated Pupil Support Salaries	1200	69.036.00	74,945.00	0.00	74,945.00	76,294.00	77,667.00
Certificated Pupil Support Salaries  Certificated Supervisors' and Administrators' Salaries	1300	331,791.00	138,077.00	140,569.00	278,646.00	283,662.00	288,767.00
Other Certificated Salaries	1900	0.00	136,077.00	140,569.00	0.00	0.00	0.00
Total, Certificated Salaries	1900	1,431,179.00	458,853.00	714,113.00	1,172,966.00	1,112,678.00	1,132,705.00
Total, Certificated Salaries		1,431,179.00	456,653.00	7 14,113.00	1,172,900.00	1,112,076.00	1,132,705.00
2. Non-certificated Salaries							
Non-certificated Instructional Aides' Salaries	2100	177,844.00	0.00	68,957.00	68,957.00	70,199.00	71,462.00
Non-certificated Support Salaries	2200	112,983.00	16,351.00	53,914.00	70,265.00	71,530.00	72,818.00
Non-certificated Supervisors' and Administrators' Sal.	2300	96,258.00	0.00	0.00	0.00	0.00	0.00
Clerical and Office Salaries	2400	209,428.00	100,483.00	0.00	100,483.00	102,291.00	104,133.00
Other Non-certificated Salaries	2900	0.00			0.00	0.00	0.00
Total, Non-certificated Salaries		596,513.00	116,834.00	122,871.00	239,705.00	244,020.00	248,413.00

# LPS Oakland R&D Campus

# **MULTI-YEAR BUDGET PROJECTION**

Description	Object Code	Year		FY 2026		Totals for	Totals for
·	Object Code	2024-2025	Unrestricted	Restricted	Total	FY 2027	FY 2028
3. Employee Benefits	0404.0400	070 504 00	22 222 22	101 071 00	004 007 00	040 504 00	04004700
STRS	3101-3102	276,591.00	89,366.00	134,671.00	224,037.00	212,521.00	216,347.00
PERS	3201-3202	0.00	0.00	0.00	0.00	0.00	0.00
OASDI / Medicare / Alternative Health and Welfare Benefits	3301-3302 3401-3402	53,400.00	15,271.00	11,419.00 139,210.00	26,690.00 350,199.00	26,478.00	26,955.00
Unemployment Insurance	3501-3502	361,423.00 2,781.00	210,989.00 1,405.00	1,069.00	2,474.00	319,747.00 2,209.00	335,734.00 2,209.00
Workers' Compensation Insurance	3601-3602	31,220.00	7,600.00	10,609.00	18,209.00	17,488.00	17,803.00
OPEB, Allocated	3701-3702	0.00	0.00	0.00	0.00	17,400.00	17,003.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00	0.00		
PERS Reduction (for revenue limit funded schools)	3801-3802	0.00	0.00	0.00	0.00		
Other Employee Benefits	3901-3902	41,146.00	11,794.00	16,459.00	28,253.00	27,134.00	27,622.00
Total, Employee Benefits		766,561.00	336,425.00	313,437.00	649,862.00	605,577.00	626,670.00
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4. Books and Supplies							
Approved Textbooks and Core Curricula Materials	4100	21,036.00	0.00	14,289.00	14,289.00	14,914.00	16,026.00
Books and Other Reference Materials	4200	16,000.00	0.00	16,288.00	16,288.00	0.00	0.00
Materials and Supplies	4300	159,984.00	15,187.00	66,677.00	81,864.00	85,447.00	91,818.00
Noncapitalized Equipment	4400	61,653.00	3,877.00	6,886.00	10,763.00	11,234.00	12,072.00
Food	4700				0.00		
Total, Books and Supplies		258,673.00	19,064.00	104,140.00	123,204.00	111,595.00	119,916.00
5. Services and Other Operating Expenditures							
Subagreements for Services	5100	283,334.00	0.00	82,700.00	82,700.00	86,320.00	92,755.00
Travel and Conferences	5200	903.00	919.00	0.00	919.00	960.00	1,031.00
Dues and Memberships	5300	24,319.00	24,756.00	0.00	24,756.00	25,840.00	27,767.00
Insurance	5400	36,518.00	37,175.00	0.00	37,175.00	38,802.00	41,695.00
Operations and Housekeeping Services	5500	256,130.00	260,741.00	0.00	260,741.00	265,434.00	270,212.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	260,073.00	264,754.00	0.00	264,754.00	276,343.00	296,946.00
Professional/Consulting Services and Operating Expend.	5800	297,238.00	49,200.00	66,449.00	115,649.00	62,746.00	67,427.00
Communications	5900	27,710.00	25,209.00	0.00	25,209.00	26,313.00	26,786.00
Total, Services and Other Operating Expenditures		1,186,225.00	662,754.00	149,149.00	811,903.00	782,758.00	824,619.00
6. Capital Outlay							
(Objects 6100-6170, 6200-6500 for mod. accrual basis ONLY)	6100-6170				0.00		
Sites and Improvements of Sites Buildings and Improvements of Buildings	6200				0.00		
Books and Media for New School Libraries or Major	0200				0.00		
Expansion of School Libraries	6300				0.00		
Equipment	6400				0.00		
Equipment Replacement	6500				0.00		
Depreciation Expense (for full accrual only)	6900	12,743.00	473,294.00	0.00	473,294.00	473,294.00	473,294.00
Total, Capital Outlay		12,743.00	473,294.00	0.00	473,294.00	473,294.00	473,294.00
, , , , , ,		,	, , , , , , , , , , , , , , , , , , , ,		,	,	-,
7. Other Outgo							
Tuition to Other Schools	7110-7143				0.00		
Transfers of Pass-through Revenues to Other LEAs	7211-7213				0.00		
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE				0.00		
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	588,124.00	598,710.00	0.00	598,710.00	609,487.00	620,458.00
All Other Transfers	7281-7299				0.00		
Debt Service:			070 : - :		070	000	004 :55 ::
Interest	7438	0.00	276,331.00		276,331.00	268,832.00	261,109.00
Principal	7439	<b>500</b> (51 (	075		0.00	070 - 1	004 :
Total, Other Outgo		588,124.00	875,041.00	0.00	875,041.00	878,319.00	881,567.00
8. TOTAL EXPENDITURES		4,840,018.00	2,942,265.00	1,403,710.00	4,345,975.00	4,208,241.00	4,307,184.00
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND.		(160 705 00)	(240,004,00)	0.00	(240,004,00)	(E22 000 00)	(206.040.00)
BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		(169,765.00)	(310,994.00)	0.00	(310,994.00)	(532,898.00)	(386,940.00)

## LPS Oakland R&D Campus

## **MULTI-YEAR BUDGET PROJECTION**

Description	Object Code	Totals for		FY 2026		Totals for	Totals for
Description	Object Code	2024-2025	Unrestricted	Restricted	Total	FY 2027	FY 2028
D. OTHER FINANCING SOURCES / USES							
1. Other Sources	8930-8979				0.00		
2. Less: Other Uses	7630-7699				0.00		
3. Contributions Between Unrestricted and Restricted Accounts							
(must net to zero)	8980-8999				0.00		
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		(169,765.00)	(310,994.00)	0.00	(310,994.00)	(532,898.00)	(386,940.00)
F. FUND BALANCE. RESERVES							
Beginning Fund Balance							
a. As of July 1	9791	7,892,401.08	7,722,636.08		7,722,636.08	7,411,642.08	6,878,744.08
b. Adjustments to Beginning Balance	9793, 9795				0.00	, ,	
c. Adjusted Beginning Balance	·	7,892,401.08	7,722,636.08	0.00	7,722,636.08	7,411,642.08	6,878,744.08
2. Ending Fund Balance, June 30 (E + F.1.c.)		7,722,636.08	7,411,642.08	0.00	7,411,642.08	6,878,744.08	6,491,804.08
Components of Ending Fund Balance a. Nonspendable							
a. Norisperidable  Revolving Cash	9711				0.00		
Stores	9711				0.00		
Prepaid Expenditures	9712				0.00		
All Others	9719				0.00		
b. Restricted	9740			0.00	0.00		
c. Committed	3740			0.00	0.00		
Stabilization Arrangements	9750				0.00		
Other Commitments	9760				0.00		
d. Assigned	9100				0.00		
Other Assignments	9780	142.700.00	184,200.00		184.200.00	225,700.00	267.200.00
e. Unassigned/Unappropriated	3100	142,700.00	104,200.00		104,200.00	223,700.00	201,200.00
Reserve for Economic Uncertainties (% of Total Exp.)	9789	242,001.00	217,299.00		217,299.00	210,412.00	215,359.00
Undesignated / Unappropriated Amount	9790	7.337.935.08	7.010.143.08	0.00	7.010.143.08	6.442.632.08	6,009,245.08
Ondesignated / Onappropriated Amount	9190	1,331,330.00	1,010,143.06	0.00	1,010,143.00	0,442,032.00	0,009,240.00

L	CFF CALCULATOR		
	126748	5 digit District code or 7 digit School code (from the CDS code)  LEA:	LPS Oakland R & D Campus
	NO	Is this calculation for a new charter school? (select from drop down list)  Projection Title:	Charter Renewal 2025-27
	Charter	Projection Type Created by:	Chanthip Phongkhamsavath
		Email:	cphongkhamsavath@leadps.org
	9/11/2024	Projection Date Phone:	

	PY3	PY2	PY1	CY	CY1	CY2	CY3	CY4
LPS Oakland R & D Campus (126748)	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
(1) UNIVERSAL ASSUMPTIONS								
Supplemental Grant %	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Concentration Grant (>55% population)	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%
Statutory COLA & Augmentation/Suspension (prefilled as calculated by the Department of Finance, DOF)	5.07%	13.26%	8.22%	1.07%	2.93%	3.08%	3.30%	3.29%
Statutory COLA	1.70%	6.56%	8.22%	1.07%	2.93%	3.08%	3.30%	3.29%
Augmentation/(COLA Suspension)	3.37%	6.70%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Base Grant Proration Factor (defict)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Transitional Kindergarten Add-on (2022-23 forward)	\$ -	\$ 2,813	\$ 3,044	\$ 3,077	\$ 3,167	\$ 3,265	\$ 3,373	\$ 3,484
EPA Entitlement as % of statewide adjusted Revenue Limit (P-2)	73.31789035%	12.74780911%	21.98880689%	21.98880689%	21.98880689%	21.98880689%	21.98880689%	21.98880689%
EPA Entitlement as % of statewide adjusted Revenue Limit (Annual)	75.37156903%	12.84814107%	21.98880689%	21.98880689%	21.98880689%	21.98880689%	21.98880689%	21.98880689%
Local EPA Accrual	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

IEW CHARTE	R SCHOOLS	New Ch	arter School Name:						
		Year	that charter starts o	peration (select fror	m drop down list):	2022-23			
a ) TRANSFE	R OF IN-LIEU PROPERTY TAX	Note: Charter scho	ols should contact sp	onsoring district(s)	for In-lieu estimate				
4 F-6 / F-1	In-Lieu of Property Tax	1,220,533	985,379	693,507	693,507	693,507	693,507	693,507	693,507
b ) UNDUPL	ICATED PUPIL PERCENTAGE (UPP)								
1.2, A-2.2, A-3.2	Enrollment (second prior year)	498	492						
1.1, A-2.1, A-3.1	Enrollment (first prior year)	492	436						
1, A-2, A-3	Enrollment	436	348	218	175	175	180	191	202
1.2, B-2.2, B-3.2	Unduplicated Pupil Count (second prior year)	480	473						
1.1, B-2.1, B-3.1	Unduplicated Pupil Count (first prior year)	473	352						
1, B-2, B-3	Unduplicated Pupil Count	352	296	161	131	131	133	135	137
		3-yr rolling percentage	3-yr rolling percentage	3-yr rolling percentage					
	Single Year Unduplicated Pupil Percentage	80.73%	85.06%	73.85%	74.86%	74.86%	73.89%	70.68%	67.82%
1	Unduplicated Pupil Percentage (%)	91.51%	87.85%	80.74%	79.35%	74.47%	74.53%	73.08%	70.68%

D-3	Unduplicated Pupil Percentage (%)	76.61%	77.95%	80.10%	80.10%	80.10%	80.10%	80.10%	80.10%
	Unduplicated Pupil Percentage: Supplemental Grant	91.51%	87.85%	80.74%	79.35%	74.47%	74.53%	73.08%	70.68%
	Unduplicated Pupil Percentage: Concentration Grant	76.61%	77.95%	80.10%	79.35%	74.47%	74.53%	73.08%	70.68%
d ) AVER	AGE DAILY ATTENDANCE (ADA)								
NDA used fo	or the Transitional Kindergarten Add-on ONLY:								
G-4	TK (NEW beginning 2022-23)	-	-	-					
	or Base, Supplemental and Concentration Grant Calculations: Data - Note: Charter School ADA is always funded on current year								
B-1	Grades TK-3	-	-	-					
B-2	Grades 4-6	-	-	-					
B-3	Grades 7-8	-	-	-					
B-4	Grades 9-12	402.88	293.23	187.60	158.00	158.00	162.00	171.00	181.00
	SUBTOTAL ADA	402.88	293.23	187.60	158.00	158.00	162.00	171.00	181.00
	RATIO: ADA to Enrollment	0.92	0.84	0.86	0.90	0.90	0.90	0.90	0.90
( e ) OTHE	R LCFF ADJUSTMENTS								
	ous Adjustments (line H-2), include adjustments for audit penalties and special legislation.  Adjustments car tate Aid Adjustments (Line J-5), captures adjustments for audit penalties and special legislation. Adjustmen		e.						
H-2	Miscellaneous Adjustments	\$ - !	-	\$ -					
	Minimum State Aid Adjustments	\$ -	-	\$ -					

LPS Oakland R & D Campus (126748) - Charter Renewal 2025-27	v.25.2a						9/11/2024			CY
LOCAL CONTROL FUNDING FORMULA										2024-25
LCFF ENTITLEMENT CALCULATION	C	OLA	<b>&amp;</b>	Bas	se Grant		Undu	plicated		
	_	nenta		Pr	oration		Pupil P	<u>ercentage</u>		
Calculation Factors		1.07%	6	(	0.00%		79.35%	79.35%		
	Current Year									
Condon TV 2	ADA	<u>,</u>	Base		ide Span	_	plemental	Concentration		Total
Grades TK-3 Grades 4-6	-	\$	10,025 10,177	\$	1,043	\$	1,756 1,615	\$ 1,752 1,612		
Grades 7-8	-		10,478				1,663	1,658		_
Grades 9-12	158.00		12,144		316		1,977	1,972		2,592,703
Subtract Necessary Small School ADA and Funding	-		-		-					-
Total Base, Supplemental, and Concentration Grant		\$	1,918,752	\$	49,928	\$	312,430	\$ 311,593	\$	2,592,703
NSS Allowance			-							-
TOTAL BASE	158.00	\$	1,918,752	\$	49,928	\$	312,430	\$ 311,593	\$	2,592,703
ADD ONS:										
Targeted Instructional Improvement Block Grant									\$	-
Home-to-School Transportation (COLA added commencing 2023-24)										-
Small School District Bus Replacement Program (COLA added commencing 2023-24)  Transitional Kindergarten (Commencing 2022-23)	TK ADA		_	TK Ac	ld-on rate	Ś	3,077.00			
						~	3,377.00			
ECONOMIC RECOVERY TARGET PAYMENT LCFF Entitlement Before Adjustments									Ś	2,592,703
Miscellaneous Adjustments									Ý	_,552,765
ADJUSTED LCFF ENTITLEMENT									\$	2,592,703
Local Revenue (including RDA)										(693,507)
Gross State Aid									\$	1,899,196
Education Protection Account Entitlement  Net State Aid									\$	(290,454) 1,608,742
MINIMUM STATE AID CALCULATION										1,000,742
IMINIMOM STATE AID CALCULATION				12-1	3 Rate	200	24-25 ADA			N/A
2012-13 RL/Charter Gen BG adjusted for ADA				\$	6,185.00		158.00		\$	977,230
2012-13 NSS Allowance (deficited)				\$	-					-
Minimum State Aid Adjustments										- (500 505)
Less Current Year Property Taxes/In-Lieu Less Education Protection Account Entitlement										(693,507) (290,454)
Subtotal State Aid for Historical RL/Charter General BG									Ś	(230,434)
Categorical Minimum State Aid									•	-
Charter School Categorical Block Grant adjusted for ADA					1,097.20		158.00			173,358
Minimum State Aid Guarantee Before Proration Factor									\$	173,358
Proration Factor									Ś	0.00% <b>173,358</b>
Minimum State Aid Guarantee										1/3,336
CHARTER SCHOOL MINIMUM STATE AID OFFSET										2 502 702
LCFF Entitlement Minimum State Aid plus Property Taxes including RDA										2,592,703 866,865
Offset									_	-
Minimum State Aid Prior to Offset										173,358
Total Minimum State Aid with Offset										173,358
State Aid Before Additional State Aid									\$	1,608,742
ADDITIONAL STATE AID									\$	_
LCFF State Aid, Adjusted for Minimum State Aid Guarantee										1,608,742
LCFF Entitlement, excludes Categorical MSA and before COE transfer, Choice & Charter Su	ipplemental									2,592,703
Change Over Prior Year					-15.36%		(470,564)			
LCFF Entitlement Per ADA (excluding Categorical MSA)										16,410
Per-ADA Change Over Prior Year					0.50%		81			
Basic Aid Status (school districts only)										-
LCFF SOURCES INCLUDING EXCESS TAXES										2024.25
State Aid				_	20.69%		ncrease (419 801)	=	\$	2024-25 1,608,742
Education Protection Account				-2	.0.0370		(419,801)		Ş	290,454
Property Taxes Net of In-Lieu Transfers				(	0.00%		_			
Charter In-Lieu Taxes				(	0.00%		-	_		693,507
Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)					L3.70%		(419,801)			2,592,703

LPS Oakland R & D Campus (126748) - Charter Renewal 2025-27	v.25.2a									CY1
LOCAL CONTROL FUNDING FORMULA										2025-26
LCFF ENTITLEMENT CALCULATION		OLA	&	Ba	se Grant		Undu	plicated		
			ation		oration			ercentage		
Calculation Factors		2.93%			0.00%		74.47%	74.47%		
	Current Year									
	ADA		Base	Gra	ade Span	Sup	plemental	Concentration	n	Total
Grades TK-3	-	\$	10,319	\$	1,073	\$	1,697	\$ 1,4	42 \$	-
Grades 4-6	-		10,475				1,560	1,3	26	-
Grades 7-8	-		10,785				1,606	1,3		-
Grades 9-12	158.00		12,500		325		1,910	1,6	23	2,584,600
Subtract Necessary Small School ADA and Funding	-	_	1.075.000			_	201 005	ć 25C 4	45 (	- 2 504 500
Total Base, Supplemental, and Concentration Grant NSS Allowance		\$	1,975,000	\$	51,350	\$	301,805	\$ 256,4	45	2,584,600
TOTAL BASE	158.00	\$	1,975,000	\$	51,350	\$	301,805	\$ 256,4	45 \$	2,584,600
ADD ONS:										
Targeted Instructional Improvement Block Grant									5	-
Home-to-School Transportation (COLA added commencing 2023-24)										-
Small School District Bus Replacement Program (COLA added commencing 2023-24)	TVADA			TIC A		_	2.467.00			-
Transitional Kindergarten (Commencing 2022-23)	TK ADA		-	IK A	dd-on rate	\$	3,167.00			-
ECONOMIC RECOVERY TARGET PAYMENT										-
LCFF Entitlement Before Adjustments									5	2,584,600
Miscellaneous Adjustments									_	2,584,600
ADJUSTED LCFF ENTITLEMENT Local Revenue (including RDA)									,	(693,507)
Gross State Aid									-	1,891,093
Education Protection Account Entitlement									,	(298,965)
Net State Aid									-	1,592,128
MINIMUM STATE AID CALCULATION										
WINNING STATE AND CALCULATION				12-1	3 Rate	20	25-26 ADA			N/A
2012-13 RL/Charter Gen BG adjusted for ADA				\$	6,185.00		158.00		9	
2012-13 NSS Allowance (deficited)				\$	-					-
Minimum State Aid Adjustments										-
Less Current Year Property Taxes/In-Lieu										(693,507)
Less Education Protection Account Entitlement									-	(298,965
Subtotal State Aid for Historical RL/Charter General BG Categorical Minimum State Aid									,	-
Charter School Categorical Block Grant adjusted for ADA					1,097.20		158.00			173,358
Minimum State Aid Guarantee Before Proration Factor					1,037.20		130.00		-	173,358
Proration Factor									,	0.00%
Minimum State Aid Guarantee									-	173,358
CHARTER SCHOOL MINIMUM STATE AID OFFSET										
LCFF Entitlement										2,584,600
Minimum State Aid plus Property Taxes including RDA										866,865
Offset									_	-
Minimum State Aid Prior to Offset									_	173,358
Total Minimum State Aid with Offset										173,358
State Aid Before Additional State Aid									5	1,592,128
ADDITIONAL STATE AID									,	
LCFF State Aid. Adjusted for Minimum State Aid Guarantee										
	ala									1,592,128
LCFF Entitlement, excludes Categorical MSA and before COE transfer, Choice & Charter Sup	pie				0.210/		(9.102)		,	2,584,600
Change Over Prior Year					-0.31%		(8,103)			16.350
LCFF Entitlement Per ADA (excluding Categorical MSA) Per-ADA Change Over Prior Year					-0.32%		(52)			16,358
					-0.52%		(52)			
Basic Aid Status (school districts only)										
Basic Aid Status (school districts only)							Increase			2025-26
Basic Aid Status (school districts only)  LCFF SOURCES INCLUDING EXCESS TAXES					1.03%		Increase (16.614)	-	_	2025-26
Basic Aid Status (school districts only)  LCFF SOURCES INCLUDING EXCESS TAXES  State Aid					1.03%		(16,614)	-	-	1,592,128
Basic Aid Status (school districts only)  LCFF SOURCES INCLUDING EXCESS TAXES  State Aid Education Protection Account Property Taxes Net of In-Lieu Transfers					1.03%			-	-	
Basic Aid Status (school districts only)  LCFF SOURCES INCLUDING EXCESS TAXES  State Aid  Education Protection Account								-	-	1,592,128

LPS Oakland R & D Campus (126748) - Charter Renewal 2025-27	v.25.2a								CY2
LOCAL CONTROL FUNDING FORMULA									2026-27
LCFF ENTITLEMENT CALCULATION		OLA	۵.	Ra	ase Grant		Undu	plicated	
	_		ation		roration			ercentage	
Calculation Factors		3.08%		_	0.00%		74.53%	74.53%	
	Current Year								
	ADA		Base	Gr	ade Span	Sup	plemental	Concentration	Total
Grades TK-3	-	\$	10,637	\$	1,106	\$	1,750	\$ 1,491	\$ -
Grades 4-6	-		10,798				1,610	1,371	-
Grades 7-8	-		11,117				1,657	1,411	-
Grades 9-12	162.00		12,885		335		1,971	1,678	2,732,743
Subtract Necessary Small School ADA and Funding	-	_	-	_	-	_	240.000	4 071 070	-
Total Base, Supplemental, and Concentration Grant		\$	2,087,370	\$	54,270	\$	319,233	\$ 271,870	\$ 2,732,743
NSS Allowance									
TOTAL BASE	162.00	\$	2,087,370	\$	54,270	\$	319,233	\$ 271,870	\$ 2,732,743
ADD ONS:									
Targeted Instructional Improvement Block Grant									\$ -
Home-to-School Transportation (COLA added commencing 2023-24)									
Small School District Bus Replacement Program (COLA added commencing 2023-24)									
Transitional Kindergarten (Commencing 2022-23)	TK ADA		-	TK A	dd-on rate	\$	3,265.00		-
ECONOMIC RECOVERY TARGET PAYMENT									
LCFF Entitlement Before Adjustments									\$ 2,732,743
Miscellaneous Adjustments									
ADJUSTED LCFF ENTITLEMENT									\$ 2,732,743
Local Revenue (including RDA)									(693,50
Gross State Aid Education Protection Account Entitlement									\$ <b>2,039,23</b> (315,97)
Net State Aid									\$ 1,723,263
									ψ 1,710,100.
MINIMUM STATE AID CALCULATION				12.1	12 Dete	20	26-27 ADA		N1/1
2012-13 RL/Charter Gen BG adjusted for ADA				\$	13 Rate 6,185.00	20	162.00		N/A \$ 1,001,970
2012-13 NSS Allowance (deficited)				Ś	-		102.00		ŷ 1,001,571
Minimum State Aid Adjustments				*					
Less Current Year Property Taxes/In-Lieu									(693,50
Less Education Protection Account Entitlement									(315,97
Subtotal State Aid for Historical RL/Charter General BG									\$ -
Categorical Minimum State Aid									-
Charter School Categorical Block Grant adjusted for ADA					1,097.20		162.00		177,740
Minimum State Aid Guarantee Before Proration Factor									\$ 177,740
Proration Factor Minimum State Aid Guarantee									\$ 177,746
									\$ 177,740
CHARTER SCHOOL MINIMUM STATE AID OFFSET									
LCFF Entitlement									2,732,743
Minimum State Aid plus Property Taxes including RDA  Offset									871,25
Minimum State Aid Prior to Offset									177,746
Total Minimum State Aid with Offset									177,740
State Aid Before Additional State Aid									\$ 1,723,26
ADDITIONAL STATE AID									\$ -
LCFF State Aid, Adjusted for Minimum State Aid Guarantee									\$ 1,723,26
LCFF Entitlement, excludes Categorical MSA and before COE transfer, Choice & Charter Supp	e								\$ 2,732,743
Change Over Prior Year					5.73%		148,143		
LCFF Entitlement Per ADA (excluding Categorical MSA)									16,869
Per-ADA Change Over Prior Year					3.12%		511		
Basic Aid Status (school districts only)									-
CFF SOURCES INCLUDING EXCESS TAXES									
							Increase		2026-27
State Aid					8.24%		131,133	-	\$ 1,723,26
Education Protection Account									315,97
Property Taxes Net of In-Lieu Transfers					0.00%		-		
Charter In-Lieu Taxes Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)					0.00% 5.07%		131,133	_	\$ <b>2,732,74</b> 3

LPS Oakland R & D Campus (126748) - Charter Renewal 2025-27	v.25.2a									CY3
LOCAL CONTROL FUNDING FORMULA										2027-28
LCFF ENTITLEMENT CALCULATION		OLA	۵.	Ra	se Grant		Undu	plicated		
	_		ation		oration			ercentage		
Calculation Factors		3.30%			0.00%		73.08%	73.08%		
	Current Year									
	ADA		Base	Gra	ade Span	Sup	plemental	Concentration		Total
Grades TK-3	-	\$	10,988	\$	1,143	\$	1,773	\$ 1,426	\$	-
Grades 4-6	-		11,154				1,630	1,311		-
Grades 7-8	-		11,484				1,679	1,350		-
Grades 9-12	171.00		13,310		346		1,996	1,605		2,950,915
Subtract Necessary Small School ADA and Funding	-	_	2 270 010			_	241 200	ć 274.420	_	2.950.915
Total Base, Supplemental, and Concentration Grant NSS Allowance		\$	2,276,010	\$	59,166	\$	341,309	\$ 274,430	\$	2,950,915
TOTAL BASE	171.00	\$	2,276,010	\$	59,166	\$	341,309	\$ 274,430	\$	2,950,915
ADD ONS:										
Targeted Instructional Improvement Block Grant									\$	-
Home-to-School Transportation (COLA added commencing 2023-24)										-
Small School District Bus Replacement Program (COLA added commencing 2023-24)	TV ADA			T1/ A		_	2 272 00			-
Transitional Kindergarten (Commencing 2022-23)	TK ADA		-	IK A	dd-on rate	\$	3,373.00			-
ECONOMIC RECOVERY TARGET PAYMENT										-
LCFF Entitlement Before Adjustments									\$	2,950,915
Miscellaneous Adjustments									_	2.050.045
ADJUSTED LCFF ENTITLEMENT Local Revenue (including RDA)									\$	<b>2,950,915</b> (693,507)
Gross State Aid									\$	2,257,408
Education Protection Account Entitlement									~	(344,535)
Net State Aid									\$	1,912,873
MINIMUM STATE AID CALCULATION										
WINNING STATE AND CALCULATION				12-1	3 Rate	20	27-28 ADA			N/A
2012-13 RL/Charter Gen BG adjusted for ADA				\$	6,185.00		171.00		\$	1,057,635
2012-13 NSS Allowance (deficited)				\$	-					-
Minimum State Aid Adjustments										-
Less Current Year Property Taxes/In-Lieu										(693,507)
Less Education Protection Account Entitlement									_	(344,535
Subtotal State Aid for Historical RL/Charter General BG Categorical Minimum State Aid									\$	19,593
Charter School Categorical Block Grant adjusted for ADA					1,097.20		171.00			187,621
Minimum State Aid Guarantee Before Proration Factor					1,037.20		171.00		Ś	207,214
Proration Factor									•	0.00%
Minimum State Aid Guarantee									\$	207,214
CHARTER SCHOOL MINIMUM STATE AID OFFSET										
LCFF Entitlement										2,950,915
Minimum State Aid plus Property Taxes including RDA										900,721
Offset										-
Minimum State Aid Prior to Offset										207,214
Total Minimum State Aid with Offset										207,214
State Aid Before Additional State Aid									\$	1,912,873
ADDITIONAL STATE AID									\$	_
LCFF State Aid. Adjusted for Minimum State Aid Guarantee										1,912,873
LCFF State Aid, Adjusted for Minimum State Aid Guarantee  LCFF Entitlement, excludes Categorical MSA and before COE transfer, Choice & Charter Sup	nle									2,950,915
	hig				7.98%		219 172		Þ	2,950,915
Change Over Prior Year					7.50%		218,172			17,257
I CEF Entitlement Per ADA (excluding Categorical MSA)					2.30%		388			17,237
LCFF Entitlement Per ADA (excluding Categorical MSA)  Per-ADA Change Over Prior Year					2.30%		300			
Per-ADA Change Over Prior Year										
Per-ADA Change Over Prior Year Basic Aid Status (school districts only)										
Per-ADA Change Over Prior Year Basic Aid Status (school districts only)							ncrease			2027-28
Per-ADA Change Over Prior Year Basic Aid Status (school districts only) LCFF SOURCES INCLUDING EXCESS TAXES				1	1.00%		Increase 189.612	-	\$	2027-28
Per-ADA Change Over Prior Year Basic Aid Status (school districts only)  LCFF SOURCES INCLUDING EXCESS TAXES  State Aid				1	1.00%		189,612	-	\$	1,912,873
LCFF Entitlement Per ADA (excluding Categorical MSA)  Per-ADA Change Over Prior Year  Basic Aid Status (school districts only)  LCFF SOURCES INCLUDING EXCESS TAXES  State Aid  Education Protection Account  Property Taxes Net of In-Lieu Transfers					1.00%			-	\$	
Per-ADA Change Over Prior Year Basic Aid Status (school districts only)  LCFF SOURCES INCLUDING EXCESS TAXES  State Aid Education Protection Account								-	\$	1,912,873

LPS Oakland R & D Campus (126748) - Charter Renewal 2025-27	v.25.2a								CY4
LOCAL CONTROL FUNDING FORMULA									2028-29
LCFF ENTITLEMENT CALCULATION	_	O. A	0	D-	so Crant		Unde	alianta d	
	_	OLA			ise Grant roration			plicated ercentage	
Calculation Factors		3.29%	ation «		0.00%		70.68%	70.68%	
alculation ractors	Current Year	3.23/	.0		0.0076		70.0070	70.0070	
	ADA		Base	Gr	ade Span	Sur	plemental	Concentration	Total
irades TK-3	-	\$	11,350		1,180	\$	1,771	\$ 1,277	\$ -
rades 4-6	_	*	11,521	*	_,	•	1,629	1,174	-
Grades 7-8	-		11,862				1,677	1,209	-
Grades 9-12	181.00		13,748		357		1,994	1,438	3,174,100
Subtract Necessary Small School ADA and Funding	-		-		-				-
otal Base, Supplemental, and Concentration Grant		\$	2,488,388	\$	64,617	\$	360,893	\$ 260,202	\$ 3,174,100
NSS Allowance			-						-
TOTAL BASE	181.00	\$	2,488,388	\$	64,617	\$	360,893	\$ 260,202	\$ 3,174,100
ADD ONS:									=
Targeted Instructional Improvement Block Grant									\$ -
Home-to-School Transportation (COLA added commencing 2023-24)									· -
Small School District Bus Replacement Program (COLA added commencing 2023-24)									_
Transitional Kindergarten (Commencing 2022-23)	TK ADA		-	TK A	dd-on rate	\$	3,484.00		-
ECONOMIC RECOVERY TARGET PAYMENT									_
LCFF Entitlement Before Adjustments									\$ 3,174,100
Miscellaneous Adjustments									,,
ADJUSTED LCFF ENTITLEMENT									\$ 3,174,100
Local Revenue (including RDA)									(693,507)
Gross State Aid									\$ 2,480,593
Education Protection Account Entitlement									(376,681)
Net State Aid									\$ 2,103,912
MINIMUM STATE AID CALCULATION									
					13 Rate	20	28-29 ADA		N/A
2012-13 RL/Charter Gen BG adjusted for ADA				\$	6,185.00		181.00		\$ 1,119,485
2012-13 NSS Allowance (deficited)				\$	-				-
Minimum State Aid Adjustments									- (500 505)
Less Current Year Property Taxes/In-Lieu									(693,507)
Less Education Protection Account Entitlement Subtotal State Aid for Historical RL/Charter General BG									(376,681) \$ 49,297
Categorical Minimum State Aid									3 43,237
Charter School Categorical Block Grant adjusted for ADA					1,097.20		181.00		198,593
Minimum State Aid Guarantee Before Proration Factor					_,				\$ 247,890
Proration Factor									0.00%
Minimum State Aid Guarantee									\$ 247,890
CHARTER SCHOOL MINIMUM STATE AID OFFSET									
CFF Entitlement									3,174,100
Minimum State Aid plus Property Taxes including RDA									941,397
Offset									-
Minimum State Aid Prior to Offset									247,890
Total Minimum State Aid with Offset									247,890
State Aid Before Additional State Aid									\$ 2,103,912
									. , , .
ADDITIONAL STATE AID									\$ -
LCFF State Aid, Adjusted for Minimum State Aid Guarantee									\$ 2,103,912
LCFF Entitlement, excludes Categorical MSA and before COE transfer, Choice & Charter Suppl	е								\$ 3,174,100
Change Over Prior Year					7.56%		223,185		
.CFF Entitlement Per ADA (excluding Categorical MSA)									17,536
er-ADA Change Over Prior Year					1.62%		279		
Basic Aid Status (school districts only)									-
CFF SOURCES INCLUDING EXCESS TAXES									
							Increase	_	2028-29
itate Aid					9.99%		191,039		\$ 2,103,912
ducation Protection Account									376,681
Property Taxes Net of In-Lieu Transfers					0.00%		-		-
Charter In-Lieu Taxes					0.00%		- 404.000	-	693,507
Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)					7.39%		191,039		\$ 3,174,100

LPS Oakland R & D Campus (126748) - Charter Renewal 2025-27		9/11/2024				
		2024-25	2025-26	2026-27	2027-28	2028-29
General Assumptions						
COLA & Augmentation		1.07%	2.93%	3.08%	3.30%	3.29%
Base Grant Proration Factor		0.00%	0.00%	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor Student Assumptions:		0.00%	0.00%	0.00%	0.00%	0.00%
Enrollment Count		175	175	180	191	202
Unduplicated Pupil Count (UPC)		131	131		135	137
Unduplicated Pupil Percentage (UPP)		79.35%	74.47%	74.53%	73.08%	70.68%
Current Year LCFF Average Daily Attendance (ADA)		158.00	158.00		171.00	181.00
Funded LCFF ADA		158.00	158.00		171.00	181.00
LCFF ADA Funding Method Current Year Necessary Small School (NSS) ADA		Current Year	Current Year	Current Year	Current Year	Current Year
Funded NSS ADA		-	-	-	-	-
NSS ADA Funding Method(s)						
LCFF Entitlement Summary		44.040.750	A4 075 000	40.007.070	40.075.040	40.400.000
Base Grant Grade Span Adjustment		\$1,918,752	\$1,975,000	\$2,087,370	\$2,276,010	\$2,488,388
Grade Span Adjustment  Adjusted Base Grant		49,928 \$1,968,680	\$1,350 \$2,026,350	\$2,141,640	59,166 \$2,335,176	\$2,553,005
Supplemental Grant		312,430	301,805	319,233	341,309	360,893
Concentration Grant		311,593	256,445	271,870	274,430	260,202
Total Base, Supplemental and Concentration Grant		\$2,592,703	\$2,584,600	\$2,732,743	\$2,950,915	\$3,174,100
Allowance: Necessary Small School		-	-	-	-	-
Add-on: Targeted Instructional Improvement Block Grant		-	-	-	-	-
Add-on: Home-to-School Transportation		-	-	-	-	-
Add-on: Small School District Bus Replacement Program		-	-	-	-	-
Add-on: Economic Recovery Target		-	-	-	-	-
Add-on: Transitional Kindergarten  Total Allowance and Add-On Amounts		<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total LCFF Entitlement Before Adjustments (excludes Additional State Aid)		\$2,592,703	\$2,584,600	\$2,732,743	\$2,950,915	\$3,174,100
Miscellaneous Adjustments		-	-	-	-	-
Total LCFF Entitlement (excludes Additional State Aid)	\$	2,592,703	\$ 2,584,600	\$ 2,732,743	\$ 2,950,915	\$ 3,174,100
LCFF Entitlement Per ADA (excludes Categorical MSA)	\$	16,410	\$ 16,358	\$ 16,869	\$ 17,257	\$ 17,536
Additional State Aid  Total LCFF Entitlement with Additional State Aid		2,592,703	2,584,600	2,732,743	2,950,915	3,174,100
		2,392,703	2,384,000	2,732,743	2,930,913	3,174,100
LCFF Sources Summary Funding Source Summary						
Local Revenue and In-Lieu of Property Taxes (net for school districts)	\$	693,507	\$ 693,507	\$ 693,507	\$ 693,507	\$ 693,507
Education Protection Account Entitlement (includes \$200/minimum per ADA)	\$	290,454				
Net State Aid (excludes Additional State Aid)	\$	1,608,742	\$ 1,592,128	\$ 1,723,261	\$ 1,912,873	\$ 2,103,912
Additional State Aid	\$		\$ -	\$ -	\$ -	\$ -
Total Funding Sources	\$	2,592,703	\$ 2,584,600	\$ 2,732,743	\$ 2,950,915	\$ 3,174,100
Funding Source by Resource-Object						
State Aid (Resource Code 0000, Object Code 8011)	\$		\$ 1,592,128		\$ 1,912,873	
EPA, Current Year (Resource 1400, Object Code 8012)	\$		\$ 298,965 \$ -			\$ 376,681
EPA, Prior Year Adjustment (Resource 1400, Object Code 8019) Property Taxes (Object 8021 to 8089)	۶ \$		\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -
In-Lieu of Property Taxes (Object Code 8096)	<b>Y</b>	693,507	693,507	693,507	693,507	693,507
Entitlement and Source Reconciliation						
Basic Aid/Excess Tax District Status		\$ -	\$ -	\$ -	\$ -	\$ -
Total LCFF Entitlement Additional State Aid	\$ \$		\$ 2,584,600		and the second s	
Additional State Aid Additional EPA Minimum Entitlement (excess to LCFF Entitlement)	\$ \$		\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -
Excess Taxes before Minimum State Aid	\$		\$ -	\$ -	\$ -	\$ -
Total Funding Sources	\$	2,592,703	\$ 2,584,600	\$ 2,732,743	\$ 2,950,915	\$ 3,174,100
LCAP Percentage to Increase or Improve Services Calculation						
	\$	1,968,680	\$ 2.026.350	\$ 2.141 640	\$ 2.335.176	\$ 2,553,005
LCAP Percentage to Increase or Improve Services Calculation  Base Grant (Excludes add-ons for TIIG & Transportation)  Supplemental and Concentration Grant funding in the LCAP year	\$ \$	1,968,680 624,023				
Base Grant (Excludes add-ons for TIIG & Transportation)	\$ \$ \$		\$ 558,250	\$ 591,103	\$ 615,739	\$ 621,095

LPS Oakland R & D Campus (126748) - Charter Renewal 2025-27	9/11/2024								
	2024-25		2025-26		2026-27		2027-28		2028-29
General Assumptions									
PER-ADA FUNDING LEVELS									
Base, Supplemental and Concentration Rate per ADA									
Grades TK-3	\$ 14,576.28	\$	14,530.44	\$	14,984.13	\$	15,329.70	\$	15,578.30
Grades 4-6	\$ 13,402.85	\$	13,360.81	\$	13,778.30	\$	14,095.09	\$	14,323.83
Grades 7-8	\$ 13,799.26	\$	13,756.21	\$	14,185.35	\$	14,512.10	\$	14,747.79
Grades 9-12	\$ 16,409.51	\$	16,358.22	\$	16,868.79	\$	17,256.81	\$	17,536.46
Base Grants									
Grades TK-3	\$ 10,025	\$	10,319	\$	10,637	\$	10,988	\$	11,350
Grades 4-6	\$ 10,177	\$	10,475	\$	10,798	\$	11,154	\$	11,521
Grades 7-8	\$ 10,478	\$	10,785	\$	11,117	\$	11,484	\$	11,862
Grades 9-12	\$ 12,144	\$	12,500	\$	12,885	\$	13,310	\$	13,748
Grade Span Adjustment									
Grades TK-3	\$ 1,043	\$	1,073	\$	1,106	\$	1,143	\$	1,180
Grades 9-12	\$ 316	\$	325	\$	335	\$	346	\$	357
Supplemental Grant	20%		20%		20%		20%		20%
Maximum - 1.00 ADA, 100% UPP									
Grades TK-3	\$ 2,214	\$	2,278	\$	2,349	\$	2,426	\$	2,506
Grades 4-6	\$ 2,035	\$	2,095	\$	2,160	\$	2,231	\$	2,304
Grades 7-8	\$ 2,096	\$	2,157	\$	2,223	\$	2,297	\$	2,372
Grades 9-12	\$ 2,492	\$	2,565	\$	2,644	\$	2,731	\$	2,821
Actual - 1.00 ADA, Local UPP as follows:	79.35%		74.47%		74.53%		73.08%		70.68%
Grades TK-3	\$ 1,756	\$	1,697	\$	1,750	\$	1,773	\$	1,771
Grades 4-6	\$ 1,615	\$	1,560	\$	1,610	\$	1,630	\$	1,629
Grades 7-8	\$ 1,663	\$	1,606	\$	1,657	\$	1,679	\$	1,677
Grades 9-12	\$ 1,977		1,910		1,971		1,996	\$	1,994
Concentration Grant (>55% population)	65%		65%		65%		65%		65%
Maximum - 1.00 ADA, 100% UPP									
Grades TK-3	\$ 7,194	Ś	7,405	Ś	7,633	Ś	7,885	Ś	8,145
Grades 4-6	\$ ,	\$		\$	7,019	\$		\$	7,489
Grades 7-8	\$ 6,811		7,010		7,226	\$		\$	7,710
Grades 9-12	\$ 8,099	\$	8,336		8,593		8,876		9,168
Actual - 1.00 ADA, Local UPP >55% as follows:	24.3500%		19.4700%		19.5300%		18.0800%		15.6800%
Grades TK-3	\$ 1,752	\$	1,442	\$	1,491	\$	1,426	\$	1,277
Grades 4-6	\$ 1,611		1,326		1,371		1,311		1,174
Grades 7-8	\$ 1,658		1,365	\$	1,411		1,350	\$	1,209
Grades 9-12	\$ 1,972		1,623		1,678		1,605		1,438

#### Monthly Cash Flow/Forecast FY24-25

Revised 9/13/24

neviseu 9/13/24															
ADA	= 158.00	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Year-End	Annual Forecast
														Accruals	
Revenues															
State Aid - Rev															
8011	LCFF State Aid	-	99,188	99,188	154,127	154,127	154,127	154,127	154,127	102,284	102,284	102,284	102,284	230,596	1,608,742
8012 8096	Education Protection Account In Lieu of Property Taxes	-	41,610	104,691 96,268	64,178	- 64,178	104,691 64,178	64,178	64,178	104,691 78,246	39,123	39,123	39,123	(23,620) 39,123	290,454 693,507
0030	in cled of Froperty Taxes		140,798	300,147	218,305	218,305	322,996	218,305	218,305	285,221	141,407	141,407	141,407	246,099	2,592,703
Federal Reven	ue	-					,						,	210,000	_,,
8181	Special Education - Entitlement	-	-	1,773	3,191	3,191	3,191	3,191	3,191	2,585	2,585	2,585	2,585	2,585	30,652
8290	Title I, Part A - Basic Low Income	-	-	48,748	-	-	146,244	-	-	-	-	-	-	-	194,992
8291	Title II, Part A - Teacher Quality	-	-	2,585	-	-	7,756	-	-	-	-	-	-	-	10,341
8293	Title III - Limited English	-	-	-		-	-	-	-	-	-	-	16,844		16,844
8296	Other Federal Revenue	-		53,106	71,890	3,191	157,191	71,890	3,191	2,585	71,890 74,475	2,585	19,429	71,890	287,560 540,389
Other State Re	venue		-	55,106	75,081	3,191	157,191	75,081	3,191	2,363	74,475	2,363	19,429	74,475	540,369
8311	State Special Education	15,765	8,115	9,778	17,601	17,601	17,601	17,601	17,601	9,480	9,480	9,480	9,480	9,480	169,060
8550	Mandated Cost		-,	-,			10,191			-,	-,	-,	-,	-,	10,191
8560	State Lottery	-	-	-	-	-	-	12,474	-	-	12,474	-	-	18,186	43,134
8599	Other State Revenue	-	779	453	227,111	815	815	227,111	815	815	227,111	815	815	226,785	914,242
		15,765	8,894	10,231	244,712	18,416	28,607	257,186	18,416	10,295	249,065	10,295	10,295	254,450	1,136,627
Other Local Re															
8620	Measure G1 Revenue	-	-	7,076	7,076	7,076	7,076	7,076	7,076	7,076	7,076	7,076	7,076	-	70,765
8621 8660	Measure N Interest Revenue	7,908	6,848	31,471	31,471	31,471	31,471	31,471	31,471	31,471	31,471	31,471	31,471	-	314,708 14,756
8699	School Fundraising	7,908	0,040												305
0000	ochoot unurusing	8,213	6,848	38,547	38,547	38,547	38,547	38,547	38,547	38,547	38,547	38,547	38,547	-	400,534
					,	,	,	,	,	,	,	,	,		,
Total Revenue		23,978	156,540	402,031	576,645	278,460	547,342	589,119	278,460	336,648	503,493	192,834	209,678	575,024	4,670,253
Expenses	daria.														
Certificated Sa 1100	Teachers' Salaries	16,946	92.691	76,892	76,892	76.892	76,892	76,892	76,892	76,892	76,892	76,892	76,892		878,560
1175	Teachers' Extra Duty/Stipends	10,540	24,000	12,779	12,779	12,779	12,779	12,779	12,779	12,779	12,779	12,779	12,779		151,792
1200	Pupil Support Salaries	983	6,703	6,135	6,135	6,135	6,135	6,135	6,135	6,135	6,135	6,135	6,135	-	69,036
1300	Administrators' Salaries	33,538	33,538	26,472	26,472	26,472	26,472	26,472	26,472	26,472	26,472	26,472	26,472	-	331,791
		51,467	156,931	122,278	122,278	122,278	122,278	122,278	122,278	122,278	122,278	122,278	122,278	-	1,431,179
Classified Sala		•													
2100	Instructional Salaries	-	8,499	16,935	16,935	16,935	16,935	16,935	16,935	16,935	16,935	16,935	16,935	-	177,844
2200	Support Salaries	13,727	24,482	7,477	7,477	7,477	7,477	7,477	7,477	7,477	7,477	7,477	7,477	-	112,983
2300	Classified Administrators' Salaries Clerical and Office Staff Salaries	- 13,419	- 11,277	9,626 18,473	9,626 18,473	9,626 18,473	9,626 18,473	9,626 18,473	9,626 18,473	9,626 18,473	9,626 18,473	9,626 18,473	9,626 18,473	-	96,258 209,428
2400	Clerical and Office Staff Salaries	27,146	44,258	52,511	52,511	52,511	52,511	52,511	52,511	52,511	52,511	52,511	52,511	-	596,513
Benefits		27,140	44,200	02,011	02,011	02,011	02,011	02,011	02,011	02,011	02,011	02,011	02,011		000,010
3101	STRS	9,330	27,809	23,945	23,945	23,945	23,945	23,945	23,945	23,945	23,945	23,945	23,945	-	276,591
3301	OASDI	1,141	2,692	3,398	3,398	3,398	3,398	3,398	3,398	3,398	3,398	3,398	3,397	-	37,809
3311	Medicare	-	223	1,537	1,537	1,537	1,537	1,537	1,537	1,537	1,537	1,537	1,537	-	15,591
3401	Health and Welfare	37,195	23,816	30,041	30,041	30,041	30,041	30,041	30,041	30,041	30,041	30,041	30,041	-	361,423
3501	State Unemployment	39	100	147	147	147	147	734	587	293	147	147	147	-	2,781
3601	Workers' Compensation	- 0.470	7,914 2,214	2,331 3,616	2,331	2,331	2,331	2,331	2,331	2,331	2,331	2,331	2,331	-	31,220
3802 3901	401A Retirement System Other Benefits	2,172 100	2,214 500	3,616	3,616	3,616	3,616	3,616	3,616	3,616	3,616	3,616	3,616	-	40,546 600
3901	Other benefits	49,978	65,269	65,014	65,014	65,014	65,014	65,601	65,454	65,161	65,014	65,014	65,014	-	766,561
Books and Sup	plies	10,070	00,200	00,011	00,011	00,011	00,011	00,001	00,101	00,101	00,011	00,011	00,011		700,001
4100	Textbooks and Core Materials	2,626	-	5,260	5,260	5,260	2,630	-	-	-	-	-	-	-	21,036
4200	Books and Reference Materials	-	-	4,000	4,000	4,000	4,000	-	-	-	-	-	-	-	16,000
4302	School Supplies	3,116	6,046	7,145	7,145	7,145	7,145	7,145	7,145	7,145	7,145	7,145	7,145	-	80,609
4305	Software	25,560	2,325	3,222	3,222	3,222	3,222	3,222	3,222	3,222	3,222	3,222	1,115	-	58,000
4310	Office Expense	2,816	4,642	1,183	1,183	1,183	1,183	1,183	1,183	1,183	1,183	1,183	1,183	-	19,292
4311	Business Meals	-		208	208	208	208	208	208	208	208	208	208	-	2,083
4400	Noncapitalized Equipment	34,118	37,626 50,639	12,014 33,032	12,014 33,032	21,019	18,389	11,759	11,759	11,759	11,759	11,759	9,652		61,653 258,673
		34,118	50,639	აპ,032	აპ,032	∠1,019	18,389	11,/59	11,/59	11,/59	11,/59	11,/59	9,652	-	258,673



#### Monthly Cash Flow/Forecast FY24-25

Revised 9/13/24

CHARTER IMPACT

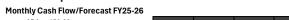
ADA	= 158.00	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Year-End Accruals	Annual Forecast
Subagreement	Services														
5102	Special Education	-	-	13,741	6,870	6,870	6,870	6,870	6,870	6,870	6,870	6,870	6,870	-	75,575
5103	Substitute Teacher	-	5,100	-	-	-	-	-	-	-	-	-	-	-	5,100
5104	Transportation	-	5,662	-	-	-	-	-	-	-	-	-		-	5,662
5106	Other Educational Consultants		40,000	15,700	15,700	15,700	15,700	15,700	15,700	15,700	15,700	15,700	15,700	-	196,997
			50,762	29,441	22,570	22,570	22,570	22,570	22,570	22,570	22,570	22,570	22,570	-	283,334
Operations and	d Housekeeping														
5201	Auto and Travel	(6)	-	91	91	91	91	91	91	91	91	91	91	-	903
5300	Dues & Memberships	5,819	-	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850	-	24,319
5400	Insurance	390	36,128	-	-	-	-	-	-	-	-	-	-	-	36,518
5501	Utilities	-	-	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	22,000	132,000
5502	Janitorial Services	9,371	10,593	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	-	124,130
5900	Communications	718	4,160	2,283	2,283	2,283	2,283	2,283	2,283	2,283	2,283	2,283	2,283	-	27,710
		16,291	50,880	25,641	25,641	25,641	25,641	25,641	25,641	25,641	25,641	25,641	25,641	22,000	345,580
	airs and Other Leases														
5601	Rent	-	-	17,917	17,917	17,917	17,917	17,917	17,917	17,917	17,917	17,917	17,917	35,833	215,000
5602	Additional Rent	270	917	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	-	13,687
5603	Equipment Leases	1,050	209	895	895	895	895	895	895	895	895	895	895	-	10,209
5604	Other Leases	621	1,050 361	650	650	650	650	650	650	650	650	650	650	-	8,170
5610	Repairs and Maintenance	2,086	2,538	1,250	1,250	1,250	1,250	1,250 21,962	1,250 21,962	1,250 21,962	1,250	1,250 21,962	1,250	35,833	13,007 260,073
Drofossional/C	tangulting Comings	2,086	2,538	21,962	21,962	21,962	21,962	21,962	21,962	21,962	21,962	21,962	21,962	35,833	260,073
5804	consulting Services		2,500	5,478	5,478	5,478	E 470	5,478	E 470	E 470	5,478	5,478	2,978		54,777
5804 5805	Professional Development General Consulting	1,500	2,500 19,650	10,000	10,000	10,000	5,478 10,000	10,000	5,478 10,000	5,478 10,000	10,000	10,000	10,000	-	121,153
	Special Activities/Field Trips	1,500	6,256	8,300	8,300	10,000	2,000	29,289	2,000	8,300	8,300	8,300	8,300	-	89,345
5806 5807	Bank Charges	12	0,256	6,300	6,300	-	2,000	29,269	2,000	6,300	6,300	0,300	6,300	-	12
5809	Other taxes and fees	12	32	-	-	-	-	-	-	-	-	-	-	-	32
5812	District Oversight Fee	-	32	3,001	2,183	2,183	3,230	2,183	2,183	2,852	1,414	1,414	1,414	3,869	25,927
5812	SPED Encroachment	117	117	3,001	624	624	624	624	624	362	362	362	362	844	5,991
7310	Transfer of indirect costs	30,862	39,481	45,176	45,176	45,176	45,176	45,176	45,176	45,176	45,176	45,176	45,176	044	522,101
7311	Educational Support	7,895	2,179	5,595	5,595	5,595	5,595	5,595	5,595	5,595	5,595	5,595	5,595		66,023
7311	Eddeational Support	40,385	70,215	77,897	77,356	69,056	72,102	98,345	71,056	77,763	76,325	76,325	73,825	4,713	885,362
Depreciation		40,000	70,210	77,007	77,000	00,000	72,102	00,040	71,000	77,700	70,020	70,020	70,020	4,710	000,002
6900	Depreciation Expense	1,062	1,062	1,062	1,062	1,062	1,062	1,062	1,062	1,062	1,062	1,062	1,062	_	12,743
0000	Depreciation Expense	1,062	1,062	1,062	1,062	1,062	1,062	1,062	1,062	1,062	1,062	1,062	1,062	-	12,743
				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	***								,		
Total Expenses		222,532	492,554	428,837	421,426	401,112	401,529	421,728	394,292	400,706	399,121	399,121	394,513	62,547	4,840,018
Monthly Surplus (D	Deficit)	(198,554)	(336,014)	(26,806)	155,220	(122,652)	145,813	167,391	(115,832)	(64,058)	104,372	(206,287)	(184,835)	512,478	(169,765)
0 151 45															
Cash Flow Adjustm		(400 554 45)	(000 044)	(00.000)	455.000	(400.050)	445.040	407.004	(445.000)	(04.050)	404.070	(000 007)	(404.005)	540.470	(400 705)
	rplus (Deficit)	(198,554.45)	(336,014)	(26,806)	155,220	(122,652)	145,813	167,391	(115,832)	(64,058)	104,372	(206,287)	(184,835)	512,478	(169,765)
Casii ilows	from operating activities  Depreciation/Amortization	1,062	1,062	1,062	1,062	1,062	1,062	1,062	1,062	1,062	1,062	1,062	1,062		12,743
	Public Funding Receivables	188,076	1,062	398,148	1,062	1,062	1,103	390,694	1,062	1,062	1,062	1,062	1,002	(575,024)	402,997
	Grants and Contributions Rec.	962	374	390,140	-	-	1,103	390,094	-	-	-	-	-	(5/5,024)	1,335
	Prepaid Expenses	33,734	29,254	-	-	-	-	-	-	-	-	-	-	-	62,988
	Accounts Payable	(2,094,849)	(77,686)	-	-	-	-	-	-	-	-	-		62,547	(2,109,988)
	Accrued Expenses	(62,195)	28,309	-	-	-	-	-	-	-	-	-	-	02,547	(33,886)
	Deferred Revenue	13,952	9,212	-	(71,890)	-	-	(71,890)	-	-	(71,890)		(380,741)		(573,247)
Cach flowe	from investing activities	13,932	9,212	-	(71,690)	-	-	(71,050)	-	-	(71,690)	-	(360,741)	-	(373,247)
Casii iluws	Purchases of Prop. And Equip.	(169)	(906,538)	(2,083,310)	(694,437)	(482,166)				_	_	_			(4,166,620)
	shaddo of the primar Equip.	(103)	(550,000)	(2,000,010)	(00 1,707)	(102,100)						<u> </u>			(.,200,020)
Total Change in	Cash	(2,117,982)	(1,252,028)	(1,710,906)	(610,045)	(603,756)	147,978	487,258	(114,770)	(62,996)	33,544	(205,225)	(564,515)		
Cash, Beginning	g of Month	14,647,737	12,529,755	11,277,727	9,566,821	8,956,776	8,353,020	8,500,998	8,988,256	8,873,485	8,810,489	8,844,034	8,638,809		
Cash, End of Mo	onth	12,529,755	11,277,727	9,566,821	8,956,776	8,353,020	8,500,998	8,988,256	8,873,485	8,810,489	8,844,034	8,638,809	8,074,294		

## Leadership Public Schools Oakland - FY25 Renewal Petition Monthly Cash Flow/Forecast FY25-26 ADA = 158.00



	A I-	F1 /F	F1/0F /	
MOUTHLY	Casn	Flow/Forecast	FY25-2	۷ť

-	asii riuw/ruiecasi r 125-26														
ADA =	158.00	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast
Revenues	· ·														
	- Revenue Limit														
	LCFF State Aid	-	79,606	79,606	143,292	143,292	143,292	143,292	143,292	143,292	143,292	143,292	143,292	143,292	1,592,128
	Education Protection Account	-			72,614			72,614			78,997			74,741	298,965
8096	In Lieu of Property Taxes	-	41,610	83,221	55,481	55,481	55,481	55,481	55,481	97,091	48,545	48,545	48,545	48,545	693,507
			121,217	162,827	271,386	198,772	198,772	271,386	198,772	240,383	270,834	191,837	191,837	266,578	2,584,600
Federal R	Revenue		· · · · · · · · · · · · · · · · · · ·			· · · · · · · · · · · · · · · · · · ·			-		•				
8181	Special Education - Entitlement		1,533	1,533	2,759	2,759	2,759	2,759	2,759	2,759	2,759	2,759	2,759	2,759	30.652
8290	Title I, Part A - Basic Low Income	_		48,748			48,748			48,748		_		48,748	194,992
8291	Title II, Part A - Teacher Quality	-	-	2,585	-	-	2,585	-		2,585	-	-	-	2,585	10,341
8293	Title III - Limited English	-	-		-	-	-	-		-	-	-	16,844	-	16,844
8296			-	-	3,809	-		3,809	-	-	3,809	-	-	3,809	15,234
	•	-	1,533	52,866	6,567	2,759	54,092	6,567	2,759	54,092	6,567	2,759	19,603	57,900	268,063
Other Sta	nte Revenue														
8311	State Special Education	-	8,453	8,453	15,215	15,215	15,215	15,215	15,215	15,215	15,215	15,215	15,215	15,215	169,060
8550	Mandated Cost	-	-	-	-	-	8,810	-	-	-	-	-	-	-	8,810
8560	State Lottery	-	-	-	-	-	-	10,784	-	-	10,784	-	-	21,567	43,134
8599	Other State Revenue	-	-	-	-	369,303	-	-	-	-	142,039	-	-	56,816	568,158
	•		8,453	8,453	15,215	384,518	24,025	25,999	15,215	15,215	168,038	15,215	15,215	93,598	789,162
Other Loc	cal Revenue														
8620	Measure G1 Revenue	-	-	7,076	7,076	7,076	7,076	7,076	7,076	7,076	7,076	7,076	7,077	-	70,765
8621	Measure N	-	-	31,471	31,471	31,471	31,471	31,471	31,471	31,471	31,471	31,471	31,471	-	314,708
8660	Interest Revenue	3,954	3,424	-	-	-	-	-	-	-	-	-	-	-	7,378
8699	School Fundraising	305	-	-	-	-	-	-	-	-	-	-	-	-	305
		4,259	3,424	38,547	38,547	38,547	38,547	38,547	38,547	38,547	38,547	38,547	38,547	-	393,156
Total Revenu	e	4,259	134,626	262,693	331,715	624,596	315,437	342,499	255,293	348,237	483,987	248,358	265,203	418,077	4,034,981
Expenses															
Certificat	ted Salaries														
1100	Teachers' Salaries	13,893	75,991	63,039	63,039	63,039	63,039	63,039	63,039	63,039	63,039	63,039	63,039	-	720,273
1175	Teachers' Extra Duty/Stipends		15,669	8,343	8,343	8,343	8,343	8,343	8,343	8,343	8,343	8,343	8,343	-	99,102
1200	Pupil Support Salaries	1,068	7,276	6,660	6,660	6,660	6,660	6,660	6,660	6,660	6,660	6,660	6,660	-	74,945
1300	Administrators' Salaries	28,166	28,166	22,231	22,231	22,231	22,231	22,231	22,231	22,231	22,231	22,231	22,231	-	278,646
	•	43,126	127,102	100,274	100,274	100,274	100,274	100,274	100,274	100,274	100,274	100,274	100,273	-	1,172,966
Classifie	d Salaries														
2100	Instructional Salaries	-	3,295	6,566	6,566	6,566	6,566	6,566	6,566	6,566	6,566	6,566	6,566	-	68,957
2200	Support Salaries	8,537	15,225	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	-	70,265
2300	Classified Administrators'	-	-		-	-	-			-	-	-	-	-	-
2400	Clerical and Office Staff Salaries	6,439	5,411	8,863	8,863	8,863	8,863	8,863	8,863	8,863	8,863	8,863	8,863	-	100,483
2900	Other Classified Salaries		-	-	-			-		-	-	-	-	-	-
		14,975	23,932	20,080	20,080	20,080	20,080	20,080	20,080	20,080	20,080	20,080	20,080	-	239,705
Benefits															
3101		7,557	22,525	19,395	19,395	19,395	19,395	19,395	19,395	19,395	19,395	19,395	19,395	-	224,037
3301		443	1,046	1,319	1,319	1,319	1,319	1,319	1,319	1,319	1,319	1,319	1,319	-	14,682
3311	Medicare	-	171	1,184	1,184	1,184	1,184	1,184	1,184	1,184	1,184	1,184	1,184	-	12,008
3401	Health and Welfare	36,040	23,076	29,108	29,108	29,108	29,108	29,108	29,108	29,108	29,108	29,108	29,108	-	350,199
3501	State Unemployment	35	89	131	131	131	131	653	522	261	131	131	130	-	2,474
3601	Workers' Compensation	-	4,616	1,359	1,359	1,359	1,359	1,359	1,359	1,359	1,359	1,359	1,359	-	18,209
3802	401A Retirement System		7,162	2,109	2,109	2,109	2,109	2,109	2,109	2,109	2,109	2,109	2,109	-	28,253
		44,076	58,686	54,606	54,606	54,606	54,606	55,128	54,997	54,736	54,606	54,606	54,605	-	649,862
	d Supplies	4.70:		0.570	0.570	0.570	4 707								44.055
		1,784	-	3,573	3,573	3,573	1,787	-	-	-	-	-	-		14,289
4200		1 000	2.455	4,072	4,072	4,072	4,072	2 700	2.700	2 700		2 720	0.700	-	16,288
4302		1,626	3,155	3,728	3,728	3,728	3,728	3,728	3,728	3,728	3,728	3,728	3,728	-	42,060
4305		7,952	723	1,002	1,002	1,002	1,002	1,002	1,002	1,002	1,002	1,002	347	-	18,044
4310	Office Expense	2,867	4,726	1,205	1,205	1,205	1,205	1,205	1,205	1,205	1,205	1,205	1,205	-	19,639
		-	6.500	212	212	212	212	212	212	212	212	212	212		2,121
4400	Noncapitalized Equipment	14,228	6,568 15,172	2,097 15,889	2,097 15,889	13,792	12,006	6,147	6,147	6,147	6,147	6,147	5,492	-	10,763 123,204
		14,228	15,1/2	15,889	15,889	13,/92	12,006	0,14/	0,14/	0,14/	0,14/	0,14/	5,492	-	123,204





ADA = 158.00	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast
Subagreement Services														
5102 Special Education	-	-	13,988	6,994	6,994	6,994	6,994	6,994	6,994	6,994	6,994	6,994	-	76,935
5104 Transportation		5,764	-	-	-	-	-	-	-	-	-		-	5,764
		5,764	13,988	6,994	6,994	6,994	6,994	6,994	6,994	6,994	6,994	6,994	-	82,700
Operations and Housekeeping			.=											
5201 Auto and Travel		-	87	93	93	93	93	93	93	93	93	92	-	919
5300 Dues & Memberships	5,923		1,883	1,883	1,883	1,883	1,883	1,883	1,883	1,883	1,883	1,883	-	24,756
5400 Insurance 5501 Utilities	397	36,778	11,198	11,198	11,198	11,198	11,198	11,198	11,198	11,198	11,198	11,198	22,396	37,175 134,376
5501 Utilities 5502 Janitorial Services	9,539	10,784	10,604	10,604	10,604	10,604	10,604	10,604	10,604	10,604	10,604	10,604	22,396	126,365
						2,077	2,077	2,077	2,077	2,077			-	25,209
5900 Communications	653 16,512	3,784 51,346	2,077 25,849	2,077 25,855	2,077 25,855	25,855	25,855	25,855	25,855	25,855	2,077 25,855	2,077 25,854	22,396	348,800
Facilities, Repairs and Other Leases	16,512	51,340	25,849	20,800	20,800	20,800	20,800	20,800	20,800	25,855	25,855	25,854	22,396	348,800
5601 Rent		_	18,239	18,239	18,239	18,239	18,239	18,239	18,239	18,239	18,239	18,239	36,478	218,870
5602 Additional Rent	275	934	1,273	1,273	1,273	1,273	1,273	1,273	1,273	1,273	1,273	1,272	30,476	13,934
5603 Equipment Leases	1,068	213	911	911	911	911	911	911	911	911	911	911		10,393
5604 Other Leases	632	1.068	662	662	662	662	662	662	662	662	662	661		8,317
5610 Repairs and Maintenance	148	368	1,273	1,273	1,273	1,273	1,273	1,273	1,273	1,273	1,273	1,273	_	13.241
5010 ···-p=····	2,123	2,583	22,357	22,357	22,357	22,357	22,357	22,357	22,357	22,357	22,357	22,357	36,478	264,754
Professional/Consulting Services														
5804 Professional Development	_	2,545	5,576	5,576	5,576	5,576	5,576	5,576	5,576	5,576	5,576	3,031	_	55,763
5805 General Consulting	128	1,676	853	853	853	853	853	853	853	853	853	853	_	10,334
5806 Special Activities/Field Trips		-,						5,890	5,890	5,890		-	_	17,670
5807 Bank Charges	12							-	-	-		-	_	12
5809 Other taxes and fees	_	33										-	_	33
5812 District Oversight Fee	_	1,212	1,628	2,714	1,988	1,988	2,714	1,988	2,404	2,708	1,918	1,918	2,666	25,846
5814 SPED Encroachment	-	300	300	539	539	539	539	539	539	539	539	539	539	5,992
7310 Transfer of indirect costs	31,417	40,192	45,989	45,989	45,989	45,989	45,989	45,989	45,989	45,989	45,989	45,989	_	531,499
7311 Educational Support	8,037	2,218	5,696	5,696	5,696	5,696	5,696	5,696	5,696	5,696	5,696	5,695	-	67,211
	39,594	48,175	60,042	61,367	60,641	60,641	61,367	66,531	66,947	67,252	60,572	58,026	3,205	714,359
Depreciation														
6900 Depreciation Expense	39,435	39,435	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,427	-	473,294
	39,435	39,435	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,427	-	473,294
Interest														
7438 Interest Expense	23,028	23,028	23,028	23,028	23,028	23,028	23,028	23,028	23,028	23,028	23,028	23,028	-	276,331
	23,028	23,028	23,028	23,028	23,028	23,028	23,028	23,028	23,028	23,028	23,028	23,028	-	276,331
Total Expenses	237,097	395,224	375,556	369,893	367,070	365,284	360,673	365,707	365,862	366,036	359,356	356,136	62,080	4,345,975
Monthly Surplus (Deficit)	(232,838)	(260,598)	(112,863)	(38,178)	257,526	(49,847)	(18,174)	(110,413)	(17,625)	117,951	(110,997)	(90,933)	355,997	(310,994)
	· ·													
Cash Flow Adjustments														
Monthly Surplus (Deficit)	(232,838)	(260,598)	(112,863)	(38,178)	257,526	(49,847)	(18,174)	(110,413)	(17,625)	117,951	(110,997)	(90,933)	355,997	(310,994)
Cash flows from operating activities														
Depreciation/Amortization	39,435	39,435	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,427	-	473,294
Public Funding Receivables	246,099	-	226,785	-	-	18,186	83,954	-	-	-	-	-	(418,077)	156,947
Accounts Payable	(62,547)	-	-	-	-	-	-	-	-	-	-	-	58,668	(3,879)
Deferred Revenue		-	-	(143,583)	-	-	(143,583)	-	-	(143,583)	-	(994,581)	-	(1,425,330)
Total Change in Cash	(9,851)	(221,163)	153,366	(142,317)	296,970	7,783	(38,359)	(70,969)	21,820	13,812	(71,553)	(1,046,088)		
Cash, Beginning of Month	8,074,294	8,064,443	7,843,280	7,996,646	7,854,329	8,151,300	8,159,082	8,120,723	8,049,754	8,071,574	8,085,385	8,013,832		
Cash, End of Month	8,064,443	7,843,280	7,996,646	7,854,329	8,151,300	8,159,082	8,120,723	8,049,754	8,071,574	8,085,385	8,013,832	6,967,744		





Professional Pro	. ionanty o														1	
Part	ADA =	162.00	1.1.00	A 00	000	0-4-00	N 00	D 00	I 07	F-1-07	M 07	4 07	M 07	I 07	Year-End	Annual
Part			Jul-26	Aug-26	Sep-26	Oct-26	NOV-26	Dec-26	Jan-2/	Feb-27	Mar-2/	Apr-27	May-27	Jun-2/	Accruals	Forecast
Part	Revenues															
Part   Control   Control		- Povenue Limit														
Miles   Mile				04.026	94.026	151 064	151 264	151 064	151 264	151 264	150 774	150 774	150 774	150 774	150 774	1 702 261
Part			-	04,030	04,030		131,204	131,264		131,204	159,774		159,774	159,774		
Peters   P			-	-	-		-	-		-	- 07.004		40.545	40.545		
Policy   P	8096	In Lieu of Property Taxes	-													
March   Marc		-	-	125,646	167,256	279,358	206,745	206,745	279,358	206,745	256,865	287,316	208,319	208,319	300,071	2,732,743
Page	Federal R	Revenue														
Page   Martical Page    8181	Special Education - Entitlement	-	1,571	1,571	2,829	2,829	2,829	2,829	2,829	2,829	2,829	2,829	2,829	2,829	31,428	
	8290	Title I, Part A - Basic Low Income	-	-	49,982	-	-	49,982	-	-	49,982	-	-	-	49,982	199,929
1.00   1.00	8291	Title II, Part A - Teacher Quality	-	-	2,651	-	-	2,651	-	-	2,651	-	-	-	2,651	10,603
Charle State Revenue   1,157   64,04   6,837   2,829   5,461   6,837   2,829   5,461   6,837   2,829   5,461   6,837   2,829   1,820	8293	Title III - Limited English	-	-	-	-	-	-	-	-	-	-	-	16,844	426	17,270
Part	8296	Other Federal Revenue	-	-	-	3,809	-	-	3,809	-	-	3,809	-	-	3,808	15,234
1.00   1.00		_	-	1,571	54,204	6,637	2,829	55,461	6,637	2,829	55,461	6,637	2,829	19,673	59,696	274,464
Manuface	Other Sta	ite Revenue														
Manuface	8311	State Special Education	-	8,667	8,667	15,601	15,601	15,601	15,601	15,601	15,601	15,601	15,601	15,601	15,601	173,340
Marcial Lorlary   1.05			_		-	_	-			-			_			
Part			_	_	_	_	_	_	11 057	_	_	11 057	_	_	22 113	
Check   Chec			_	_	_	_		_	,007	_	_		_			
Part	0000			8 667	8 667	15 601		24 411	26 657	15 601	15 601		15 601			
Marcial Pale   Marc	Other Lor	- al Povonuo		0,007	0,007	10,001	40,140	24,411	20,007	10,001	10,001	00,170	10,001	10,001	72,721	270,400
Member   M					7.076	7.076	7.076	7.076	7.076	7.076	7.076	7.076	7.076	7.076		70.765
See		-					-	-	-					-		
Page   School Fundraising   131   1					31,4/1	31,4/1	31,4/1	31,4/1	31,4/1	31,4/1	31,4/1	31,4/1	31,4/1	31,4/1	-	
Marcial Review   1,475   1,576   1,576   1,576   1,576   1,577   1,576   1,5				2,738	-	-	-	-	-	-	-	-	-	-	-	
Second Review   Second Revie	8699	School Fundraising												-	-	
Page		-													-	
Certificate Salaries	Total Revenu	e	3,475	138,623	268,675	340,143	296,269	325,164	351,200	263,721	366,474	371,676	265,296	282,140	402,488	3,675,343
Certificate   Salaries   12,573   68,771   57,049   57,	Fynenses															
1100   Teacher's Salaries   12,573   68,771   57,049	-	ted Salaries														
1175   Teachers Extra Duty/Stipends			12 572	60 771	57.040	57.040	57.040	57.040	57.040	57.040	57.040	57.040	57.040	57.040		651 926
1200   Pupil Support Salaries   1,087   7,407   6,780   6,78			12,373												-	
1300   Administrators' Salaries   28,673   28,673   22,632   22,		, ,	4 007												-	
Classified Salaries															-	
Classified Salaries	1300	Administrators' Salaries													-	
2100   Instructional Salaries		<del>-</del>	42,333	120,802	94,954	94,954	94,954	94,954	94,954	94,954	94,954	94,954	94,954	94,954	-	1,112,678
200   Support Salaries   8,690   15,499   4,734   4,																
102,291   102,	2100	Instructional Salaries	-	3,355	6,684	6,684	6,684	6,684	6,684	6,684	6,684	6,684	6,684		-	70,199
Benefits	2200	Support Salaries	8,690	15,499	4,734	4,734	4,734	4,734	4,734	4,734	4,734	4,734	4,734	4,734	-	71,530
Senefits	2400	Clerical and Office Staff Salaries	6,554	5,508	9,023	9,023	9,023	9,023	9,023	9,023	9,023	9,023	9,023	9,023	-	102,291
3101 STRS   7,169   21,368   18,398		<u>-</u>	15,245	24,362	20,441	20,441	20,441	20,441	20,441	20,441	20,441	20,441	20,441	20,441	-	244,020
3301         OASDI         451         1,064         1,343         1,	Benefits															
3311         Medicare         -         165         1,137         1,137         1,137         1,137         1,137         1,137         1,137         1,137         1,137         1,137         1,137         1,137         1,137         1,137         1,137         1,137         1,137         1,137         1,137         -         11,532           3401         Health and Welfare         32,906         21,070         26,577 <td>3101</td> <td>STRS</td> <td>7,169</td> <td>21,368</td> <td>18,398</td> <td>-</td> <td>212,521</td>	3101	STRS	7,169	21,368	18,398	18,398	18,398	18,398	18,398	18,398	18,398	18,398	18,398	18,398	-	212,521
3401         Health and Welfare         32,906         21,070         26,577         <	3301	OASDI	451	1,064	1,343	1,343	1,343	1,343	1,343	1,343	1,343	1,343	1,343	1,343	-	14,946
3401       Health and Welfare       32,906       21,070       26,577       26,578       26,	3311	Medicare	-	165	1,137	1,137	1,137	1,137	1,137	1,137	1,137	1,137	1,137	1,137	-	11,532
3601 Workers' Compensation	3401	Health and Welfare	32,906	21,070	26,577	26,577	26,577	26,577	26,577	26,577	26,577	26,577	26,577	26,577	-	319,747
3601 Workers' Compensation	3501	State Unemployment	31	80	117	117	117	117	583	466	233	117	117	116	_	2,209
3802 401A Retirement System		Workers' Compensation	_							1.305					_	
Books and Supplies         4100         Textbooks and Core Curricula Mate         1,862         -         3,729         3,729         1,865         -         -         -         -         -         -         14,914           4302         School Supplies         1,697         3,293         3,891         3,89		· ·	_	-											_	
Books and Supplies           4100         Textbooks and Core Curricula Mate         1,862         -         3,729         3,729         1,865         -         -         -         -         -         -         14,914           4302         School Supplies         1,697         3,293         3,891	2302		40 557											/	_	7
4100       Textbooks and Core Curricula Mate       1,862       -       3,729       3,729       1,865       -       -       -       -       -       -       -       14,914         4302       School Supplies       1,697       3,293       3,891	Rooke on	d Sunnlies	+0,007	55,050	00,000	00,000	00,000	00,000	01,000	01,200	01,020	00,000	55,505	55,505		000,077
4302       School Supplies       1,697       3,293       3,891			1 060		2 700	2 700	2 700	1 005								14.014
4305     Software     8,300     755     1,046										2 001	2 001	2 001	2 001	2 001	-	
4310 Office Expense     2,992     4,933     1,257     1		**														
4311 Business Meals     -     -     221     221     221     221     221     221     221     221     221     221     221     221     221     222     -     2,214       4400 Noncapitalized Equipment     -     6,856     2,189     2,189     - <td></td> <td>-</td> <td></td>															-	
4400 Noncapitalized Equipment - 6,856 2,189 2,189			2,992	4,933											-	
			-	-			221	221	221	221	221	221	221	222	-	
14,851 15,837 12,334 12,334 10,145 8,281 6,416 6,416 6,416 6,416 6,416 5,732 - <b>111,595</b>	4400	Niamannikalinad Envilonada	_	6 856	2 189	2 189	_	_	_		_	_	_	_		11 23/
		Noncapitalized Equipment													-	





Monthly Cash Flow/Forecast FY26-27														
ADA = 162.00	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Forecast
Subagreement Services														
5102 Special Education	-	-	14,601	7,300	7,300	7,300	7,300	7,300	7,300	7,300	7,300	7,300	-	80,303
5104 Transportation	-	6,017	-	-	-	-	-	-	-	-	-	-	-	6,017
	-	6,017	14,601	7,300	7,300	7,300	7,300	7,300	7,300	7,300	7,300	7,300	-	86,320
Operations and Housekeeping														
5201 Auto and Travel	-	-	90	97	97	97	97	97	97	97	97	96	-	960
5300 Dues & Memberships	6,183	-	1,966	1,966	1,966	1,966	1,966	1,966	1,966	1,966	1,966	1,965	-	25,840
5400 Insurance	414	38,388	-	_	_	_	_	_	_	_	_	-	-	38,802
5501 Utilities	_		11,400	11,400	11,400	11,400	11,400	11,400	11,400	11,400	11,400	11,400	22,799	136,795
5502 Janitorial Services	9,711	10,978	10,795	10,795	10,795	10,795	10,795	10,795	10,795	10,795	10,795	10,795	-	128,639
5900 Communications	681	3,950	2,168	2,168	2,168	2,168	2,168	2,168	2,168	2,168	2,168	2,168	_	26,313
	16,990	53,316	26,419	26,425	26,425	26,425	26,425	26,425	26,425	26,425	26,425	26,424	22,799	357,349
Facilities, Repairs and Other Leases	10,550	33,310	20,415	20,425	20,425	20,423	20,425	20,423	20,423	20,425	20,425	20,424	22,755	007,040
		_	10.020	10.020	10.020	10.020	10.020	10.020	10.020	10.020	10.020	10.020	20.075	220 450
5601 Rent	-		19,038	19,038	19,038	19,038	19,038	19,038	19,038	19,038	19,038	19,038	38,075	228,450
5602 Additional Rent	287	975	1,328	1,328	1,328	1,328	1,328	1,328	1,328	1,328	1,328	1,328	-	14,544
5603 Equipment Leases	1,115	222	951	951	951	951	951	951	951	951	951	951	-	10,848
5604 Other Leases	660	1,115	691	691	691	691	691	691	691	691	691	690	-	8,681
5605 Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5610 Repairs and Maintenance	154	384	1,328	1,328	1,328	1,328	1,328	1,328	1,328	1,328	1,328	1,328	-	13,820
	2,216	2,696	23,336	23,336	23,336	23,336	23,336	23,336	23,336	23,336	23,336	23,335	38,075	276,343
Professional/Consulting Services														
5805 General Consulting	134	1,749	890	890	890	890	890	890	890	890	890	890	-	10,786
5806 Special Activities/Field Trips	-	-	-	-	-	-	-	6,148	6,148	6,148	-	-	-	18,443
5807 Bank Charges	12	-	-	-	-	-	-	-	-	-	-	-	-	12
5809 Other taxes and fees	-	34	-	_	-	-	_	_	-	-	-	-	-	34
5812 District Oversight Fee	-	1,256	1,673	2,794	2,067	2,067	2,794	2,067	2,569	2,873	2,083	2,083	3,001	27,327
5814 SPED Encroachment	_	307	307	553	553	553	553	553	553	553	553	553	553	6,143
7310 Transfer of indirect costs	31,983	40,915	46,817	46,817	46,817	46,817	46,817	46,817	46,817	46,817	46,817	46,817	-	541,066
7311 Educational Support	8,182	2,258	5,798	5,798	5,798	5,798	5,798	5,798	5,798	5,798	5,798	5,798	_	68,421
7311 Educational Support	40,310	46,520	55,485	56,852	56,126	56,126	56,852	62,273	62,774	63,079	56,141	56,141	3,553	672,233
Depreciation	40,310	40,320	33,463	30,632	30,120	30,120	30,832	02,273	02,774	03,079	30,141	30,141	3,333	072,233
· · · · · ·	20.425	20 425	20 444	20 444	20 444	20.444	20 444	20 444	20 444	20 444	20 444	39,427		472 204
6900 Depreciation Expense	39,435	39,435	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,444		-	473,294
	39,435	39,435	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,427	-	473,294
Interest														
7438 Interest Expense	22,403	22,403	22,403	22,403	22,403	22,403	22,403	22,403	22,403	22,403	22,403	22,403	-	268,832
	22,403	22,403	22,403	22,403	22,403	22,403	22,403	22,403	22,403	22,403	22,403	22,403	-	268,832
Total Expenses	234,339	386,445	360,320	354,393	351,477	349,613	348,941	354,246	354,514	354,702	347,764	347,060	64,428	4,208,241
•			•	•		•	· · · · · · · · · · · · · · · · · · ·		•	•	•	·		
Monthly Surplus (Deficit)	(230,864)	(247,822)	(91,645)	(14,250)	(55,209)	(24,449)	2,259	(90,525)	11,961	16,974	(82,468)	(64,920)	338,060	(532,898)
Cash Flow Adjustments														
Monthly Surplus (Deficit)	(230,864)	(247,822)	(91,645)	(14,250)	(55,209)	(24,449)	2,259	(90,525)	11,961	16,974	(82,468)	(64,920)	338,060	(532,898)
Cash flows from operating activities	(200,001)	(2 17,022)	(02,0.0)	(1.,200)	(00,200)	(2.,1.0)	2,200	(00,020)	11,001	10,07	(02, 100)	(0.,020)	555,555	(552,555)
Depreciation/Amortization	39,435	39,435	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,427		473,294
· · · · · · · · · · · · · · · · · · ·		39,433	21,567	39,444	39,444	39,444	129,932	39,444	39,444	39,444	39,444	39,427	(402,488)	15,589
Public Funding Receivables	266,578	-	21,507	-	-	-	125,532	-	-	-	-	-	, ,	
Accounts Payable	(62,080)	-	-	(4.4.005)	-	-	-	-	-	-	-	- (0.4.40.11	64,428	2,348
Deferred Revenue	-	-	-	(14,062)	-	-	(14,062)	-	-	(14,062)	-	(84,434)	-	(126,620)
Cash flows from financing activities														
Proceeds(Payments) on Debt		-	-	-	-	-	-	-	-	-	-	(249,944)	-	(249,944)
Total Change in Cash	13,070	(208,387)	(30,634)	11,133	(15,764)	14,995	157,573	(51,080)	51,405	42,356	(43,024)	(359,871)		
Cash, Beginning of Month	6,967,744	6,980,814	6,772,426	6,741,792	6,752,925	6,737,161	6,752,155	6,909,728	6,858,648	6,910,052	6,952,409	6,909,385		
Cash, End of Month	6,980,814	6,772,426	6,741,792	6,752,925	6,737,161	6,752,155	6,909,728	6,858,648	6,910,052	6,952,409	6,909,385	6,549,514		





. ionanty of	13111 tow/1 orecast 1 127-20														
ADA =	171.00	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Year-End	Annual
		Jul-27	Aug-27	36p-27	OC1-27	1400-27	DCC-27	Juli-20	100-20	1-101-20	Арт-20	1-1ay-20	Juli-20	Accruals	Forecast
Revenues	·														
State Aid	- Revenue Limit														
8011	LCFF State Aid	_	90,610	90,610	163,098	163,098	163,098	163,098	163,098	183,233	183,233	183,233	183,233	183,233	1,912,873
	Education Protection Account		,	,	72,614	,		72,614	,	,	78,997	,		120,311	344,535
			41.010	00.001			FF 401						40 545		
8096	In Lieu of Property Taxes	-	41,610	83,221	55,481	55,481	55,481	55,481	55,481	97,091	48,545	48,545	48,545	48,545	693,507
	_	-	132,220	173,831	291,192	218,578	218,578	291,192	218,578	280,324	310,775	231,779	231,779	352,090	2,950,915
Federal R	evenue														
8181	Special Education - Entitlement	-	1,618	1,618	2,912	2,912	2,912	2,912	2,912	2,912	2,912	2,912	2,912	2,912	32,355
8290	Title I, Part A - Basic Low Income	_	-	52,759	_	-	52,759	-	-	52,759	-	-	-	52,759	211,036
8291	Title II, Part A - Teacher Quality	_	_	2,798	_	_	2,798	_	_	2,798	_	_	_	2,798	11,192
8293	Title III - Limited English			2,700			2,700			2,700			16,844	1,386	18,230
					2.000			2.000			0.000		10,044		
8296	Other Federal Revenue	-	-	-	3,809		-	3,809	-	-	3,809	-	-	3,808	15,234
	<u>-</u>	-	1,618	57,175	6,720	2,912	58,469	6,720	2,912	58,469	6,720	2,912	19,756	63,663	288,046
Other Sta	te Revenue														
8311	State Special Education	-	9,149	9,149	16,467	16,467	16,467	16,467	16,467	16,467	16,467	16,467	16,467	16,467	182,970
8550	Mandated Cost	_	_	_	_	_	8,810	_	_	_	_	-	-	223	9,033
8560	State Lottery	_	_	_	_	_	_	11,671	_	-	11,671	_	-	23,342	46,683
8599	=					22 040	_	-	_	_		_		5,207	52,074
8399	Other State Revenue					33,848					13,018				
	_	-	9,149	9,149	16,467	50,315	25,277	28,138	16,467	16,467	41,156	16,467	16,467	45,239	290,760
Other Loc	al Revenue														
8620	Measure G1 Revenue	-	-	7,076	7,076	7,076	7,076	7,076	7,076	7,076	7,076	7,076	7,076	-	70,765
8621	Measure N	_	_	31,471	31,471	31,471	31,471	31,471	31,471	31,471	31,471	31,471	31,471	-	314,708
8660	Interest Revenue	2,530	2,190	_	_	_	_	_	_	_	_	_	-	_	4,720
8699	School Fundraising	330	_,	_	_	_	_	_	_	_	_	_			330
0000	-		2.100	20.547	20.547	20.547	20.547	20.547	20.547	20.547	20.547	20.547	20 5 47		
	<del>-</del>	2,860	2,190	38,547	38,547	38,547	38,547	38,547	38,547	38,547	38,547	38,547	38,547	-	390,523
Total Revenu	e	2,860	145,177	278,701	352,927	310,353	340,872	364,597	276,505	393,807	397,200	289,705	306,549	460,992	3,920,244
Expenses															
Certificat	ed Salaries														
1100		12,799	70,009	58,076	58,076	58,076	58,076	58,076	58,076	58,076	58,076	58,076	58,076		663,569
		12,755	16,238	8,646	8,646	8,646	8,646	8,646		8,646	8,646		8,646	-	
	Teachers' Extra Duty/Stipends								8,646			8,646		-	102,702
1200	Pupil Support Salaries	1,106	7,541	6,902	6,902	6,902	6,902	6,902	6,902	6,902	6,902	6,902	6,902	-	77,667
1300	Administrators' Salaries	29,189	29,189	23,039	23,039	23,039	23,039	23,039	23,039	23,039	23,039	23,039	23,039	-	288,767
	_	43,095	122,977	96,664	96,664	96,664	96,664	96,664	96,664	96,664	96,664	96,664	96,663	-	1,132,706
Classifie	d Salaries														
2100	Instructional Salaries	_	3,415	6,805	6,805	6,805	6,805	6,805	6,805	6,805	6,805	6,805	6,805	_	71,462
2200	Support Salaries	8,847	15,778	4,819	4,819	4,819	4,819	4,819	4,819	4,819	4,819	4,819	4,819		72,818
2400	Clerical and Office Staff Salaries	6,672	5,607	9,185	9,185	9,185	9,185	9,185	9,185	9,185	9,185	9,185	9,185	-	104,133
	-	15,519	24,801	20,809	20,809	20,809	20,809	20,809	20,809	20,809	20,809	20,809	20,809	-	248,412
Benefits															
3101	STRS	7,298	21,752	18,730	18,730	18,730	18,730	18,730	18,730	18,730	18,730	18,730	18,730	-	216,347
3301	OASDI	459	1,083	1,367	1,367	1,367	1,367	1,367	1,367	1,367	1,367	1,367	1,367	-	15,215
3311	Medicare	_	168	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	1,157	_	11,740
3401	Health and Welfare	34,551	22,123	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906	_	335,734
		31	80	117	117	117	117	583	466	233	117				
3501	State Unemployment	31										117	116	-	2,209
3601	Workers' Compensation	-	4,513	1,329	1,329	1,329	1,329	1,329	1,329	1,329	1,329	1,329	1,329	-	17,803
3802	401A Retirement System	-	7,002	2,062	2,062	2,062	2,062	2,062	2,062	2,062	2,062	2,062	2,062	-	27,622
		42,340	56,721	52,668	52,668	52,668	52,668	53,134	53,017	52,784	52,668	52,668	52,667	-	626,669
Books an	d Supplies														
4100	Textbooks and Core Curricula Mate	2,000	-	4,007	4,007	4,007	2,004	-	-	_	_	_	_	_	16,026
	School Supplies	1,824	3,538	4,181	4,181	4,181	4,181	4,181	4,181	4,181	4,181	4,181	4,181	_	47,174
														•	
	Software	8,918	811	1,124	1,124	1,124	1,124	1,124	1,124	1,124	1,124	1,124	389		20,238
	Office Expense	3,215	5,301	1,351	1,351	1,351	1,351	1,351	1,351	1,351	1,351	1,351	1,351	-	22,027
4311	Business Meals	-	-	238	238	238	238	238	238	238	238	238	238	-	2,379
4400	Noncapitalized Equipment	-	7,367	2,352	2,352	-	-	-	-	-	-	-	-	-	12,072
	<del>-</del>	15,958	17,017	13,254	13,254	10,902	8,899	6,894	6,894	6,894	6,894	6,894	6,160	-	119,915
	=						****		,				.,		





Monthly Cash Flow/Forecast F127-26														
ADA = 171.00	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Year-End Accruals	Annual Forecast
Subagreement Services														
5102 Special Education	_	-	15,689	7,845	7,845	7,845	7,845	7,845	7,845	7,845	7,845	7,845	-	86,290
5104 Transportation	_	6,465	-	_	_	_	_	_	_	_	-	-	-	6,465
	_	6,465	15,689	7,845	7,845	7,845	7,845	7,845	7,845	7,845	7,845	7,845	-	92,755
Operations and Housekeeping														
5201 Auto and Travel	_	-	97	104	104	104	104	104	104	104	104	103	-	1,031
5300 Dues & Memberships	6,644	_	2,112	2,112	2,112	2,112	2,112	2,112	2,112	2,112	2,112	2,112	_	27,767
5400 Insurance	445	41,250	-	_	_	_	_	_	_	_	-	_	_	41,695
5501 Utilities	_		11,605	11,605	11,605	11,605	11,605	11,605	11,605	11,605	11,605	11,605	23,210	139,257
5502 Janitorial Services	9,886	11,175	10,989	10,989	10,989	10,989	10,989	10,989	10,989	10,989	10,989	10,989	_	130,955
5900 Communications	694	4,021	2,207	2,207	2,207	2,207	2,207	2,207	2,207	2,207	2,207	2,207	_	26,786
	17,668	56,446	27,011	27,018	27,018	27,018	27,018	27,018	27,018	27,018	27,018	27,016	23,210	367,491
Facilities, Repairs and Other Leases									•		·	·		
5601 Rent	_	_	20,457	20,457	20,457	20,457	20,457	20,457	20,457	20,457	20,457	20,457	40,914	245,483
5602 Additional Rent	308	1,047	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	-	15,628
5603 Equipment Leases	1,198	239	1,022	1,022	1,022	1,022	1,022	1,022	1,022	1,022	1,022	1,022	_	11,656
5604 Other Leases	709	1,198	742	742	742	742	742	742	742	742	742	742		9,329
5610 Repairs and Maintenance	166	413	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427		14,851
5520p and ramonand	2,381	2,897	25,075	25,075	25,075	25,075	25,075	25,075	25,075	25,075	25,075	25,075	40,914	296,946
Professional/Consulting Services		_,007	_5,0.0	_5,0.0	_5,0.0	_5,0.0	_0,0.0	_5,0,0	_5,0.0	_5,0.0		_0,0,0	,	230,0.0
5805 General Consulting	144	1,880	957	957	957	957	957	957	957	957	957	957	_	11,591
5806 Special Activities/Field Trips		-	-	-	-	-	-	6,606	6,606	6,606	-	-	_	19,818
5807 Bank Charges	13	_	_	_	_	_	_	-	-	-	_	_	_	13
5809 Other taxes and fees	-	37	_	_	_	_	_	_	_	_	_	_	_	37
5812 District Oversight Fee	_	1,322	1,738	2,912	2,186	2,186	2,912	2,186	2,803	3,108	2,318	2,318	3,521	29,509
5814 SPED Encroachment	_	323	323	581	581	581	581	581	581	581	581	581	581	6,460
7310 Transfer of indirect costs	32,558	41,652	47,660	47,660	47,660	47,660	47,660	47,660	47,660	47,660	47,660	47,659	301	550,805
7311 Educational Support	8,329	2,299	5,903	5,903	5,903	5,903	5,903	5,903	5,903	5,903	5,903	5,902		69,653
7311 Educational Support	41,044	47,512	56,580	58,012	57,286	57,286	58,012	63,892	64,509	64,814	57,418	57,418	4,102	687,885
Depreciation	41,044	47,512	30,360	30,012	37,200	37,200	30,012	03,032	04,509	04,614	37,410	37,410	4,102	087,883
6900 Depreciation Expense	39,435	39,435	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,427		473,294
0900 Depreciation Expense	39,435	39,435	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,427	-	473,294
Interest	39,433	33,433	33,444	33,444	33,444	55,444	33,444	39,444	33,444	33,444	39,444	39,427	-	473,294
7438 Interest Expense	21,759	21,759	21,759	21,759	21,759	21,759	21,759	21,759	21,759	21,759	21,759	21,759		261 100
7436 IIIterest Expense	21,759	21,759	21,759	21,759	21,759	21,759	21,759	21,759	21,759	21,759	21,759	21,759	-	261,109 261,109
	21,739	21,739	21,733	21,733	21,733	21,733	21,733	21,733	21,733	21,733	21,739	21,739	-	201,109
Total Expenses	239,199	396,031	368,953	362,547	359,469	357,466	356,654	362,417	362,801	362,990	355,593	354,838	68,226	4,307,184
Total Expenses	200,100	000,001	000,000	302,347	000,400	337,400	000,004	302,417	302,001	302,330	000,000	334,030	00,220	4,507,104
Monthly Surplus (Deficit)	(236,340)	(250,854)	(90,252)	(9,620)	(49,116)	(16,594)	7,944	(85,912)	31,006	34,210	(65,888)	(48,289)	392,767	(386,940)
0 15 45														
Cash Flow Adjustments			(	/										
Monthly Surplus (Deficit)	(236,340)	(250,854)	(90,252)	(9,620)	(49,116)	(16,594)	7,944	(85,912)	31,006	34,210	(65,888)	(48,289)	392,767	(386,940)
Cash flows from operating activities														
Depreciation/Amortization	39,435	39,435	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,444	39,427	-	473,294
Public Funding Receivables	300,071	-	22,113	-	-	-	80,304	-	-	-	-	-	(460,992)	(58,504)
Accounts Payable	(64,428)	-	-	-	-	-	-	-	-	-	-	-	68,226	3,798
Deferred Revenue	-	-	-	(14,562)	-	-	(14,562)	-	-	(14,562)	-	(84,434)	-	(128,120)
Cash flows from financing activities														
Proceeds(Payments) on Debt		-	-	-	-	-	-	-	-	-	-	(257,442)	-	(257,442)
Total Change in Cash	20 720	(211 /10)	(29 605)	15 262	(0.672)	22 950	112 120	(46.469)	70.450	50.002	(26.444)	(250 720)		
rotat Onange in Casti	38,738	(211,419)	(28,695)	15,262	(9,672)	22,850	113,130	(46,468)	70,450	59,092	(26,444)	(350,738)		
Cash, Beginning of Month	6,549,514	6,588,252	6,376,833	6,348,138	6,363,400	6,353,728	6,376,578	6,489,708	6,443,240	6,513,690	6,572,782	6,546,338		
Cash, End of Month	6,588,252	6,376,833	6,348,138	6,363,400	6,353,728	6,376,578	6,489,708	6,443,240	6,513,690	6,572,782	6,546,338	6,195,600		

## **Charter Renewal Performance Report**



#### **Background**

According to Board Policy 0420.4 - Philosophy, Goals and Objective; Charter Schools:

...Any charter granted by the Board shall contain adequate processes and measures for holding the school accountable for fulfilling the terms of its charter. These shall include, but not be limited to, fiscal accountability systems, public governance systems, and multiple measures for evaluating the educational program...

Therefore, in keeping with this policy, the Office of Charter Schools (OCS) asks that charter schools requesting renewal prepare and submit a performance report that includes reporting of key data points and information that may not be available through other sources.

#### Goals

- Highlight unique areas of success from the charter school's perspective beyond traditional academic measures
- Provide guidance for OCS for further inquiry during the renewal site visit
- Collect additional information related to OCS priority areas that may not be available elsewhere in the petition

#### Guidelines

The performance report includes requests for descriptive responses as well as data tables. Where descriptive responses are requested, please provide comprehensive yet concise responses. If there are sections where you feel you are not in a position to respond, please elicit responses from more appropriate parties (e.g. governing board president).

A draft of this report needs to be submitted to OCS staff via Epicenter in Word format at least 2 weeks before either the renewal site visit or the submission of the charter renewal request, whichever is earlier. The final draft of this Performance Report needs to be submitted as an Appendix in the Renewal Charter Petition.

- Measurable Pupil Outcomes (MPOs): For the 2024-25 Renewal Cycle (for schools with charters ending in June of 2025), MPOs will be incorporated directly in the District Required Language (available on the Charter Petition Information page of the OCS website). Please note, the District is transitioning away from the Collective MPOs that many charter schools adopted previously.
- Verified Data: For the 2024-25 Renewal Cycle, schools submitting Verified Data will need to submit specific data reports depending on the Verified Data source. Schools will include a narrative to this data as part of the Performance Report (See Question 12 on sheet 1). The specific data reports should be submitted separately via Epicenter and should be incorporated as an Appendix in the Renewal Charter Petition, directly after the Performance Report.

		Open Responses
1. Instruction	Describe any unique schoolwide instructional practices that have positively impacted student outcomes. Please note any specific practices used in	Open Responses  1. Use of Constructing Meaning instructional framework (from EL Achieve) so infuse academic language and critical literacy skils across the curriculum, specifically for EL students.
	Describe any unique schoolwide instructional practices that have positively impacted student outcomes. Please note any specific practices used in response to the COVID-19 pandemis's impact on	Libe of Constructing Manage phronization diseases (Film III. Advisor in Manage and American Manage and extra in Manage and ext
	response to the COVID-19 pandemic's impact on student learning	4 Training all US teachers in Restorative audice practices, to help build relationships, de-esculate conflicts, and create classroom community.  5. Training all Restorative in United Responsive International Processing Section (International Processing International Proc
		A Training of partners in Childrally Representation and confidence to high process or statistics of the experience, color, and designates on the first of the experience of th
		3. Implementing an algebra support class to remediate mush skills gap caused by the COVID shotdown.  10. Developed an exchool lending library and schoolwide silent sustained reading program to increase library, reintroduce books and reading for pleasure, and provide alternatives to screens in classrooms, cutting down on the increased student screen time habits introduced by the COVID shotdown.
2. Areas of Success	Describe any unique areas of success beyond	10. Creating studiest activity (shis based on student interest, which meet during the school day, to provide enrichment and structured scaling studiest activity (shis based on student interest, which meet during the school day, to provide enrichment and structured scaling studiest activities, addressing some of the scool impacts of the COVID-19 pandemic.  Positive school culture and students used and among having showed us to maintain and estudiestion state. Some of the saccets of one copilies school quilduring include a Sensity Committee, which financial enrousable to maintain and studiestics and studiestics. Some of the saccets of one copilies school quilduring include a Sensity Committee, and studiestics and studiestics and studiestics.
	traditional academic measures.	Indicates with planks based on makes between, which never desiry this harder of the size of the plant of the
3. Diversity of student enrollment	What are the strategies and processes that you have put in place to ensure your school enrolls a diverse	The UPS Galland RED Campus has recognized that the number of Black or Mrican American students excelled is significantly lower than the surrounding California sip code. To address this, over 50 percent of the staff at the UPS Galland RED Campus are now Black or African American, with
	student population (e.g. racial/ethnic balance,	The state of the s
	put in juace to emercy your school enroise a owner, student population (e.g., racing/ethnic balance, representation of English Learners (including newcomers), students with disabilities, or of homeless status)? Where have you seen success and how do you plan to modify these practices for student groups who	s several factors; (1) our enrollment patterns show word of mouth and family affiliation as essential aspects of how students come from predominantly similar backgrounds. (2) Our current enrollment of Black students is not proportionate with the community
	plan to modify these practices for student groups who	years, stong with whites, Pacific Islanders, and Native Americans.
	plan to modify these practices for student groups who are underrepresented at your school (While we encourage you to reflect on recruitment practices in this section, we also recommend reflecting on practices at your school site which may impact the school's enrollment of various student groups (i.E. family affinity groups, increased staffing, etc.)?	
	practices at your school site which may impact the school's enrollment of various student groups (I.E.	
	family affinity groups, increased staffing, etc.)?	
4. Student Engagement	Are there opportunities for all students to be involved in decision-making and the governance of the school?	The Londerts are engaged in decision making via our Student Government class, the Associated Student Body ("ASS"), as well as in an advicery capacity to the principal via the Principal's Student Advicery Govop, which meets bi-weekly. Additionally, students are surveyed via Google Forms and Parase Reals, for feedback on instructional practices and school culture. An example of a change we have made to the school based on student feedback in implementing student activity clubs within the school day, based on student interest.
	What is an example of a change you have made to the school based on student feedback?	
5. Family engagement	How do families voice concerns?	Most offers, families call the front office and speak directly with a member of the office taxes, who relays the message of concerns to the admin team. Admin follows, up via phone call or in-person meeting. Occasionally, a parent will use the Uniform Complaint procedure to exclude a concern directly to the Superintenders. Person are also under to see most price of the superintenders. Person has been described to member of the subsol based on family feedback is implementing automated phone calls to alter indees in Sudantiers and serving one does do report they not be used on present port, we fail to message.
	Are there opportunities for all families to be involved in decision-making and the governance of the school?	phone calls to alert families if students are absent from class during the day, and based on parent input, we also send these alerts via text message.
	What is an example of a change you have made to the school based on family feedback?	
6. Teacher engagement	Are there opportunities for teachers to be involved in decision-making and the governance of the school?	Nes, teachers engage in decision-making and governance via the EX, which meets bi-weetly. A change we made to the school based on teacher feedback is our school's phone policy. Teachers decided on the usage of phone hotels, as an alternative to the Yordr posches previously in use.
	What is an example of a change you have made to the school based on teacher feedback?	
7. Performance of key student groups	How is your education program addressing the needs of the below student groups? What is working well?	[a 2023, US Ouldand surpassed Alemeda County, the state, and similar high schools' graduation rates for all students and subgroups. Our school has a relatively high population of Engine Learners (1995), and the majority of surst students come from Engine International
	What most needs improvement?	2021 LFS Challest or private differend from the state, are similer by the heavily privately resident to the first of a distriction of the light private from the first private from the
	(a) English learners (b) students with disabilities (c) students in need of remediation (d) advanced students performing above grade level,	Foreign the institute of the control mediane for control and and our control and the control a
	(c) students in need of remediation (d) advanced students performing above grade level,	Based on data from MAP and SMA. scores of the different student's group, we determined that processed and meterolise support is needed across the act a from MAP and SMA. scores of the different student's group, we determined that processed and meterolise support is needed across that are considered as the student of the
	(e) any other student groups you are paying particular	Installment performance for all students. We currently provide and will continue to provide and will co
	attention to	Candistrip elasorom withdrought
		Administration of the second o
		In addition, teachers are receiving targeted professional development to provide more rigorous instruction and intervention that is culturally responsive and follows the basic principles of Universal Design for learning. We will continue to use the NWEA MAP Growth assessments which are
		indicated by the continue to indicate the continue to incorporate targeted support for English learners. We will continue to incorporate targeted support for English learners. We will continue to incorporate targeted support for English learners. We will continue to incorporate targeted support for English learners. We will continue to incorporate targeted support for English learners. We will continue to incorporate targeted support for English learners. We will continue to incorporate targeted support for English learners. We will continue to incorporate targeted support for English learners. We will continue to incorporate targeted support for English learners.
8. Governance	Beyond board meetings, how does the governing board interact with students, parents, and/or	All treatment and automates assessment, reciting 1982 MV Green, A.OWY, EME, et al.  In addition, studies a reciting special principating special principation in the control of the contro
	SERLINE SI	South Meetings by reasoning multiple data our processing strong control and control co
	Does the governing board evaluate the school leader? If so, how?	The US-Sourd only evaluates the US-superirementer.
	Provide an example of a recent issue or policy that the board is working on.	
9. Innovation	What are 2-3 innovative practices at your school that would be challenging to implement in a district school	Ad glazomet for all students. It fill inclusion model for students with IEA and English learners. MTS is integrated into the instructional day through Learning Lab and Advisory, including targeted academic support, and opportunities for students to engage in extended learning in their areas or learners, using a support, and opportunities for students to engage in extended learning in their areas or learners, using a support, and opportunities for students to engage in extended learning in their areas or learners. It is not a support of the
10. Special Education Programming	setting?  What is your school's plain to support students with extensive/moderate to severe disabilities? What systems are in place and/or are ready to be deployed.	
	extensive/moderate to severe disabilities? What systems are in place and/or are ready to be deployed?	All students who email with extensive needs will be provided an intake to determine a 30-day placement and best program, including services, accommodations, modifications, and support. During that time there is data collection and collaboration on all components of the students plan to 'percent and the students plan the students plan to 'percent and the students plan to 'percent and the students plan to 'percent and the students plan the studen
	extensive/moderate to severe disabilities? What systems are in place and/or are ready to be deployed	All services delineated will be in alignment with their Individualized Education Plan (IEP) and provided by both internal staff and external service providers.
	(extensive/moderate to severe disabilities? What systems are in place and/or are ready to be deployed in the systems are in place and/or are ready to be deployed in the systems are in place and/or are ready to be deployed in the systems are in place and/or are ready to be deployed in the systems are in place and/or are ready to be deployed in the systems are in place and/or are ready to be deployed in the systems are in place and/or are ready to be deployed in the systems are in place and/or are ready to be deployed in the systems are in place and/or are ready to be deployed in the systems are in place and/or are ready to be deployed in the systems are in place and/or are ready to be deployed in the systems are in place and/or are ready to be deployed in the systems are in place and/or are ready to be deployed in the systems are in the system of the system o	All services delineated will be in alignment with their Individualized Education Plan (IEP) and provided by both internal staff and external service providers.
	extensive/moderate to severe disabilities? What systems are in place and/or are ready to be deployed?	All services delineated will be in alignment with their Individualized Education Plan (IEP) and provided by both internal staff and external service providers.
11. English Learner Programming		All services deviated will be in digeneral with their individualized dischools have (IF) and provided by both internal staff and external service provides.  What spatemes are in piece endige over each to be deployed:  If you have a provide part of microscopy and the devices of provides and internal services are invised to be a provided or the piece of provides and internal services are invited to be a provided or the piece of provides and internal services are invited to be a provided or the piece of provides and internal services are invited to be a provided to be a provided or the piece of provides and internal services are invited to be a provided to a provided to be a provi
11. English Learner Programming		All services deviated will be in digeneral with their individualized dischools have (IF) and provided by both internal staff and external service provides.  What spatemes are in piece endige over each to be deployed:  If you have a provide part of microscopy and the devices of provides and internal services are invised to be a provided or the piece of provides and internal services are invited to be a provided or the piece of provides and internal services are invited to be a provided or the piece of provides and internal services are invited to be a provided to be a provided or the piece of provides and internal services are invited to be a provided to a provided to be a provi
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11. English Learner Programming		All services deviated will be in digeneral with their individualized dischools have (IF) and provided by both internal staff and external service provides.  What spatemes are in piece endige over each to be deployed:  If you have a provide part of microscopy and the devices of provides and internal services are invised to be a provided or the piece of provides and internal services are invited to be a provided or the piece of provides and internal services are invited to be a provided or the piece of provides and internal services are invited to be a provided to be a provided or the piece of provides and internal services are invited to be a provided to a provided to be a provi
21. English Learner Programming	What is your whoe's plan to support English Learner Students? What systems are in place send/or are ready to be deployed?  What is your whoe's plan to support resecrete Waterian What systems are in place send/or are ready to be deployed?	All services desirated will be in alignment with their individual defiduction for IET/F or provide by the internal all and external navies province.  When appears on the passes and one way to a single passes and one will be appeared and one of the passes and one o
11. English Learner Programming	What is your whoe's plan to support English Learner Students? What systems are in place send/or are ready to be deployed?  What is your whoe's plan to support resecrete Waterian What systems are in place send/or are ready to be deployed?	All services deviated will be in digeneral with their individualized dischools have (IF) and provided by both internal staff and external service provides.  What spatemes are in piece endige over each to be deployed:  If you have a provide part of microscopy and the devices of provides and internal services are invised to be a provided or the piece of provides and internal services are invited to be a provided or the piece of provides and internal services are invited to be a provided or the piece of provides and internal services are invited to be a provided to be a provided or the piece of provides and internal services are invited to be a provided to a provided to be a provi
		All services deviational will be in alignment with their individual and Education The IEEE or all provided by the Internal and and earl under provides.  When appears may be passed quite or many to the Selection Selection The IEEE or all provides and IEEE or all provides a
11. English Learner Programming  12. Verified Data	What is your shadon't plan to support English Learner bladening? What systems are in place and/or are re-bladening? What systems are in place and/or are re-bladening? What is your shadon't plan to support a resource plan to expect the plan to support a resource plan to expect the plan to support a resource plan to su	All services desirated with the indigenous residue to designate with their individual efficiency for period to by the internal all and extens universe province.  When appears may be present on a residual province of the individual efficiency for period to the province of the internal province of
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	What is your school's joint to support English Learners students? What sport school was a region and/or are made to the designation of the school school was seen as the school was see	Material environmental for the single-present production with their individualized disclosion for the IFT per provided by plant internal and an article provides.  What appears may be present the production of the IFT per provided by plant internal and and an article provides and article provides article provides and article provides and article provides and art
	What is your whors? plan to upport English Lanser students? What systems are to expect to engine to the second of	Material control and the in a digeneral with their individuality discolation for the IFT per provide by the internal all and carterial arrivals provides.  What appears may be provided on a weap to a single provided on the second of the control of the control of the provided of the prov
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	What is your whors? plan to upport English Lanser students? What systems are to expect to engine to the second of	May septimen an play and the control and the in a digeneral with their individual deliberation from left properties for the control of the co
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	What is your whors? plan to upport English Lanser students? What systems are to expect to engine the second of the	Mark regions are the first of sections of the control of the contr
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	Pupil Mobility													
Student Croun			Numb	er of Sti	udents				Pe	rcent of	f Total E	nrollme	ent	
Student Group	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Students who joined	50	39	15	7	23	16	30	11.0%	7.6%	2.9%	1.4%	4.8%	4.3%	10.4%
Students who left the	33	48	31	21	60	48	75	7.3%	9.3%	6.0%	4.1%	12.6%	13.0%	26.0%

## Enrollment (for Fall 2024 of current charter term)

Student Group	Number	Percent of Total
Total Enrollment	172	-
Asian	0	0.00%
Black or African American	5	2.91%
Filipino	0	0.00%
Hispanic or Latino	167	97.09%
Native American or Alaskan Native	0	0.00%
Native Hawaiian or Pacific Islander	0	0.00%
White	0	0.00%
Two or More Races	0	0.00%
Race Not Reported	0	0.00%
Male	91	52.91%
Female	81	47.09%
Homeless Students	0	0.00%
Foster Youth	0	0.00%
FRPM-Eligible/Economically Disadvantaged	120	69.77%
English Learners	57	33.14%
Special Education/Students with IEPs	23	13.37%

			Expulsio	ns					
Student Croun	Number of Students								
Student Group	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7		
Total	0	0	0	0	0	3	1		
Asian	0	0	0	0	0	0	0		
Black or African	0	0	0	0	0	0	0		
Filipino	0	0	0	0	0	0	0		
Hispanic or	0	0	0	0	0	3	1		
Native	0	0	0	0	0	0	0		
Native	0	0	0	0	0	0	0		
White	0	0	0	0	0	0	0		
Two or More	0	0	0	0	0	0	0		
Race Not	0	0	0	0	0	0	0		
Male	0	0	0	0	0	0	1		
Female	0	0	0	0	0	3	0		
Homeless	0	0	0	0	0	0	0		
Foster Youth	0	0	0	0	0	0	0		
FRPM-Eligible/	0	0	0	0	0	0	1		
English	0	0	0	0	0	1	1		
Special	0	0	0	0	0	2	0		

## Graduation Information (High Schools only) - For <u>Spring 2024</u> of current charter term

If official data is not yet available for Spring 2024, please provide preliminary/unofficial numbers.

5 Year Cohort Graduation	94.37%		
Cohort Dropout Rate	5.63%		

Post-Graduation Plans (High Schools only, if available)									
Data should be from 3-6 months	after graduation for	each year.							
Student Croup	Number of Students								
Student Group	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7		
% attending 4-year college	48.00%	49.00%	29.00%	38.00%	34.00%	31.00%			
% attending 2-year college	21.00%	13.00%	18.00%	9.00%	13.00%	17.00%			
% attending vocational/									
% joined military									
% working exclusively									

Teacher Recruitment/Retention (for each year of current charter term)								
	Number of Teachers							
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Total # of classroom teachers	19	18	21	24	21	11	13	10
# of new classroom teacher hires	4	11	7	2	9	5	10	3
# of classroom teachers retained from prior	15	9	14	16	12	5	2	7
# of classroom teachers that left their	1	2	0	0	5	7	4	(
# of currently vacant classroom teaching				'	,	,		C

# Teacher Ethnicity (for Fall 2024 of current charter term)

Group	Number of Teachers
Asian	0
Black or African American	2
Hispanic or Latino	3
White	4
Other Ethnicity or Missing	1
<b>Total Classroom Teachers</b>	10

Demand/Wa	itlist Information	on (only for in	coming grac	le levels: TK,	К, 6, 9)
Year of Current	Date of lottery	Grade Level	# of	# of Available	# of Students
		TK	75	40	25
Example	4/1/2018	K	180	100	30
LXuIIIpic	4/1/2010	6	115	100	5
		9	90	100	0
		TK	0	0	0
Year 1	3/7/2017	K	0	0	0
lear 1	3/ // 2017	6	0	0	0
		9	117	117	10
		TK	0	0	0
Year 2	3/5/2018	K	0	0	0
lear 2	3/3/2010	6	0	0	0
		9	135	135	0
		TK	0	0	0
Year 3	3/12/2019	K	0	0	0
lear 5	3/12/2019	6	0	0	0
		9	138	150	0
		TK	0	0	0
Year 4	3/6/2020	K	0	0	0
lear 4	3/0/2020	6	0	0	0
		9	115	150	0
	3/4/2021	TK	0	0	0
Year 5		K	0	0	0
lear 5	3/4/2021	6	0	0	0
		9	75	150	0
		TK	0	0	0
Year 6	3/9/2022	K	0	0	0
lear o		6	0	0	0
		9	90	120	0
	3/8/2023	TK	0	0	0
Year 7		K	0	0	0
leal /		6	0	0	0
		9	63	150	0
		TK	0	0	0
Year 8	3/6/2024	K	0	0	0
leal o		6	0	0	0
		9	53	150	0

## **Special Education**

Instructions: For the table below, please ensure the data is accurate as of the last day of school (if your school uses SEIS, the Current Services Report will be helpful). If you need assistance, please contact the Office of Charter Schools. Please note, OCS may request additional information regarding this data following submission, if needed.

	2022-23	2023-24
# of students with IEPs receiving < 450 service	27	34
# of students with IEPs receiving > 450 service	2	2
# of students with IEPs in NPS placement	0	0
Total SWD enrolled	29	36

Please upload the below CALPADS report to Epicenter. Once uploaded, please certify this item as complete by checking the box to the right.

• 2023-24 End-of-Year SELPA 16.12 Report - Students with Disabilities – Education Plan By Primary Disability (EOY 4) (If you are submitting prior to EOY certification window, please submit the Revised Uncertified report as of the last day of school).

	Facilities and Proposed Material Revisions/Substantial Changes						
Facilities	Please respond to the following:	through the end of the requested charter	Yes, our current lease agreement expires through June 30, 2034.  We currently completed two projects through Prop 51 funds for the 24-25 school year. Through Prop 51 funds LPS was able to construct a new College and Career Center and renovate classrooms, restrooms and the main office in building D and building J.				
Proposed Material Revisions/Substantial Changes	Note: Material revision requests typically will need to be submitted separately from the	If applicable: Describe any material revisions and/or substantial changes you are proposing for this renewal period, particularly in any of the following areas:	Not Applicable				