

Birmingham Community Charter High School Petition

Submitted to the Los Angeles Unified School District

April 3, 2009

Final Revisions of Elements 1- 4 June 15, 2009

TABLE OF CONTENTS

Affirmations/Assurances.....	i
Summary	iv
Guiding Principles	iv
ELEMENT 1: EDUCATIONAL PROGRAM	IV
Shared Vision for Birmingham Community Charter High School.....	6
Whom the School is Attempting to Educate.....	7
Purpose as a Charter School	12
Mission.....	13
Vision.....	13
What It Means to be an “Educated Person” in the 21 st Century	13
How Learning Best Occurs.....	14
Process by which Curriculum, Materials, and Instructional Activities are to be Selected	15
Environment.....	24
Curriculum	26
A Typical Day for BCCHS Students	33
Closing the Achievement Gap	34
Parental and Community Involvement	38
Notification to Parents and Students of the Transferability of Courses.....	41
Health and Human Services: Academic and Health Guidance.....	41
Subgroups and Students with Special Needs	44
ELEMENT 2: MEASURABLE STUDENT OUTCOMES	50
Standards Based Curriculum.....	50
Goals for the Demonstration of Skills, Knowledge, and Attitudes – Measurable Outcomes.....	50
When and How Student Outcomes will be Assessed	50
Attendance Requirements	52
Accountability.....	53
ELEMENT 3: METHODS OF ASSESSING STUDENT PROGRESS TOWARDS MEETING OUTCOMES...57	57
Testing.....	57
ELEMENT 4: THE GOVERNING STRUCTURE OF THE SCHOOL	62
BCCHS Board of Directors	62
Conflict of Interest	70
Severability	
Open Meetings	71
Grievance Procedure for Parents and Students.....	71
LAUSD Charter Policy	71
Responding to Inquires	71
Notifications.....	72

	Audit and Inspection of Records.....	72
ELEMENT 5:	EMPLOYEE QUALIFICATIONS	73
	Staff Selection.....	73
	Employee Compensation	77
	Employee Roles and Functions.....	77
	Performance Evaluation.....	
ELEMENT 6:	HEALTH AND SAFETY	90
	Health Policies	90
	Indemnification.....	92
	Safety Policies.....	92
	Facilities Management.....	92
	Risk Management	95
	Evidence of Insurance.....	96
ELEMENT 7:	RACIAL AND ETHNIC BALANCE.....	98
	Court Ordered Integration.....	
	Public School Choice Traveling Students.....	99
	Federal Compliance	100
ELEMENT 8:	ADMISSION REQUIREMENTS.....	102
	Admission Information	102
ELEMENT 9:	FINANCIAL AND PROGRAMMATIC AUDIT	106
	Fiscal Autonomy.....	106
	Independent Fiscal Audit.....	106
	Programmatic Audit.....	107
	Financial Reports	107
	Revenue Flow/Depository/Accounting.....	107
	Attendance Accounting Procedures.....	108
	Mandated Costs Reimbursement Program.....	108
	LAUSD Services.....	109
	District Oversight Costs.....	109
ELEMENT 10:	PUPIL SUSPENSION AND EXPULSION	111
	Who is Subject to Disciplinary Procedures	111
	Notification of Policies and Procedures.....	111
	Grounds for Suspension and Expulsion.....	112
	Expulsion Procedures.....	118
ELEMENT 11:	RETIREMENT SYSTEM.....	125
	Mandatory Benefits for all Full-Time Staff Members.....	125
ELEMENT 12:	PUBLIC SCHOOL ATTENDANCE ALTERNATIVES	127

ELEMENT 13:	EMPLOYEE RIGHTS	128
	Employee Representation	128
ELEMENT 14:	DISPUTE RESOLUTION PROCESS.....	130
ELEMENT 15:	LABOR RELATIONS.....	132
ELEMENT 16:	CHARTER SCHOOL CLOSING	133
	Revocation	133
	Charter Renewal.....	133
	Closure Procedures	133
MISCELLANEOUS		136
	Facilities	136
	Liability.....	136
CHARTER PETITION INDEX.....		

APPENDICES

- Multi Year Co- Location Lease Agreement
- Bell Schedules
- Standards
- School Calendar
- Progressive Discipline Policy
- Code of Conduct

AFFIRMATIONS/ASSURANCES

As the authorized lead petitioner, I, Marsha P. Coates, hereby certify that the information submitted in this petition for the partial conversion of Birmingham Senior High School to a California public charter school to be named Birmingham Community Charter High School (“BCCHS” or the “Charter School”), and to be located at 17000 Haynes St., Van Nuys, CA 91406 within the boundaries of the Los Angeles Unified School District (“LAUSD” or the “District”) is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, the Charter School:

- Shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]

- Shall be deemed the exclusive public school employer of the employees of BCCHS for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605 (b)(5)(O)]
- Shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- Shall address all California State Content Standards for all core content areas in grade levels 9-12.
- Shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- Shall admit all students who wish to attend BCCHS, Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(B)]
- Shall admit all students who currently attend Birmingham High School
- Shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability (physical or mental), 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) or color, medical condition, or sexual condition. [Ref. Education Code Section 47605(d)(1)]
- Shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.
- The charter school will comply with all requirements of the Crawford v. Board of Education, City of Los Angeles court order and the LAUSD Integration Policy, adopted and maintained pursuant to the Crawford court order, by the Office of Student Integration Services (collectively the "Court-ordered Integration Program"). The Court-ordered Integration Program applies to all schools within or chartered through LAUSD.

- As the Daniel Pearl Magnet High School reorganizes into a stand alone small school, BCCHS will collaborate to ensure access to students who have been part of the Birmingham High School community, by working cooperatively with the magnet school and other programs on the school site to coordinate access to all programs including athletics and extracurricular activities at no cost to students or the District. A Memorandum of Understanding will be developed to specify how activities will be shared.

- Shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]

- Shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. [Ref. California Education Code Section 47605(1)]

- Shall at all times maintain all necessary and appropriate insurance coverage.

- Shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).

- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. California Education Code Section 47605(d)(3)]

-

- Will follow any and all other federal, state, and local laws and regulations that apply to BCCHS including but not limited to:
 - BCCHS shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.

 - BCCHS shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs.

 - BCCHS shall comply with any jurisdictional limitations to locations of its facilities.

- BCCHS shall comply with all laws establishing the minimum and maximum age for public school enrollment; the School will not enroll pupils who are over 19 years of age unless continuously enrolled in a public school and making satisfactory progress toward high school diploma requirements.
- BCCHS shall comply with all applicable portions of the No Child Left Behind Act.
- BCCHS shall comply with the Public Records Act.
- BCCHS shall comply with the Family Educational Rights and Privacy Act.
- BCCHS shall comply with the Ralph M. Brown Act.
- BCCHS shall meet or exceed the legally required minimum number of school days.
- No child shall be required to attend BCCHS nor shall any employee be required to work at BCCHS.
- BCCHS shall comply with Education Code Section 41365 (revolving loan fund) and all provisions of Education Code Section 47611 (State teachers Retirement System and Public Employees' Retirement System).

Marsha P. Coates, Lead Petitioner

Date

SUMMARY

As an independent charter school, Birmingham Community Charter High School will have the flexibility to develop and sustain innovative programs and practices that will promote student success and well being, improve the working conditions of all employees, and develop partnerships with our community, businesses, colleges, and universities. The increased autonomy and revenue that comes with being an independent charter school will inspire our creative spirit, allowing our students and staff to perform at higher levels and our community to be more actively involved in our progress.

Birmingham Community Charter High School will replicate innovative practices demonstrated by Granada Hills Charter High School with modifications to address our unique school population.

GUIDING PRINCIPLES

Birmingham Community Charter High School is committed to creating a learning environment that encompasses the following guiding principles:

- Establishing and maintaining BCCHS as an academic learning community with high expectations for academic achievement and civic responsibility, where all students, faculty, parents and community members are valued for their individual contributions to the larger community.
- Providing systems of accountability wherein students and faculty are personally invested in their work to further the high standards and achievement of BCCHS.
- Providing personalized educational experiences tailored to the needs of all students. Stemming dropouts and addressing the individual academic, civic and social needs that will prepare students to enter the global community as skilled participants ready and able to achieve their post-secondary goals.
- Providing students learning opportunities that will translate into accessible skills and knowledge for post-secondary life.
- Designing programs around student needs and high academic standards. Utilizing faculty strengths and providing opportunities for growth in areas of weakness through programs that respond to all levels of students—high academically achieving as well as low achieving students—graduating all students career ready and college prepared.

**ELEMENT 1
EDUCATIONAL PROGRAM**

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

If the proposed school will serve high school pupils, a description of the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements.

Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A” to “G” admissions criteria may be considered to meet college entrance requirements.

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

Shared Vision for Birmingham Community Charter High School

We the students, certificated personnel, administrators, staff and parents of Birmingham Community Charter High School wish to build on the success of top performing public schools, by developing it into a model 21st century community charter high school.

Our goals are to further develop the academic standards and opportunities on campus for students to excel in academic, social, and civic achievements, and to gain experience and skills that will prepare them for post-secondary options; to operate economically and efficiently; to be responsive to the needs of our unique student body and parents; to reward excellence in instruction; to rise to the technology and the times in which we live; and to promote character and personal values in our students.

It is our intent to create a learning environment that encourages the growth and development of all learners at their varied levels and that provides innovative curricular strategies to engage students at all levels—those achieving at higher as well as lower levels. We wish to create a safe environment that challenges students to set high goals for themselves and to work hard to achieve those goals; that responds to special needs, encourages personal growth and civic responsibility; and that encourages students, parents, faculty and community partners to become involved participants in the learning community at BCCHS.

As the Daniel Pearl Magnet High School reorganizes into a stand alone small school, BCCHS will collaborate to ensure access to students who have been part of the Birmingham High School community, by working cooperatively with the magnet school and other programs on the school site to coordinate access to all programs including athletics and extracurricular activities at no cost to students or the District. A

Memorandum of Understanding will be developed to specify how activities will be shared.

Whom The School Is Attempting To Educate

The term of this Charter will begin July 1, 2009 and expire June 30, 2014

Birmingham Community Charter High School, serving grades 9-12, will conscientiously strive for academic excellence, articulation between grade levels, and stability and continuity in our neighborhood and traveling student body, (local school empowerment). Our student body in 2008-2009 is ethnically, racially, linguistically, culturally, and economically diverse and represents over 60 zip codes in LAUSD.

BCCHS will continue developing educational programming based on various student groupings that best meet the academic needs of our students. Currently, students study specific curriculum within Smaller Learning Communities (“SLC”) focused on the following areas: medical studies, science and health, social justice, government, law enforcement, performing and visual arts, business and technology education and training, creative and liberal studies. Evidence indicates that SLCs can narrow the achievement gap between traditionally high achieving, affluent students and traditionally underrepresented, lower achieving students of lower socioeconomic status. All 9th grade students will be enrolled into the Freshman Academy (see Appendix A for SLC descriptions) while 10-12th grade students will apply to and be enrolled into one of five SLCs. Students apply to their first and second choice of academies they consider to be the best fit for their academic, social, personal and professional goals. Academies then select students based on a number of factors.

In addition to SLCs, BCCHS will continue to create academic groupings that meet the learning strengths and challenges of our students.

The target student population for BCCHS includes the students currently attending Birmingham Senior High School (“BSHS”) in grades 9-12, those students in our attendance area, as well as all others who wish to attend the school, subject to capacity. One of the strengths of BSHS is the school’s diversity, and it is our intention that BCCHS will continue the efforts of BSHS to maintain the current diverse ethnic make-up of our student body. Enrollment typically comes from the traditional attendance area neighborhoods and feeder middle schools (Mulholland, Portola, Northridge, Fulton, Holmes, Millikan). BCCHS will continue to serve students from outside BCCHS attendance area and from the established and/or agreed-upon schools within the LAUSD. Education will be accessible to all students, including mid-range students, students achieving at a level significantly below their peers, gifted and talented students, students receiving special education or related services, limited English proficient students, and students who are members of ethnic groups under-represented in colleges and universities.

We also intend to recruit those high school students living in the former BSHS attendance area who attend other area high schools. Many local families elect alternative educational settings such as other charter, magnet, private, and home schooling options for their children. We seek to attract the families within the Charter School's surrounding neighborhoods who have elected to go elsewhere for high school instruction. The most recent census data from the year 2000 includes the following demographic information for the surrounding neighborhood according to <http://www.census.gov>:

Ethnicity*	Census Data – Year 2000
Hispanic (Multiethnic)	50%
Caucasian	50%
Black	6%
Asian	7%
Socioeconomic Status	
Own Residence	40%
Rent Residence	60%
Median Income	\$37,000
Living Below Poverty Line	15%
School-Aged Children	
Ages 5-14 (now 13-22 yrs old)	4,500
Education Level	
College-Educated	20%
High School Diploma	70%

*Note: Percentages exceed 100% because families marked more than one ethnicity.

In the year 2000, there were nearly 4,500 children aged 5-14. Now, eight years later, these are the students we would like to recruit to attend BCCHS. As a neighborhood school offering a solid college-preparatory education balanced with career and post-secondary job training, BCCHS would like to continue fostering a community atmosphere within the Charter School and create a welcome environment for local families. These families, in most cases, live at a socioeconomic level of lower-middle class to middle class. Their children may attend neighborhood public elementary and middle schools in Local District 1, and they may apply to special programs, such as magnet programs, when they can to benefit from smaller class sizes and an innovative and specialized educational program. Some families do make economic sacrifices to send their children to costly private schools. Approximately 60% of students entering into and attending BSHS are achieving at academically basic levels or below. BCCHS will primarily serve the Lake Balboa community and the 91406 zip code, as well as neighboring communities Van Nuys, Reseda, Tarzana, Encino, and others currently served through local District 1 of LAUSD. BCCHS will also serve, subject to capacity, traveling students who wish to enroll from outside the former attendance boundary of BSHS.

Demographic Information for BSHS

Name of Institution	Location	Demographics	Educational Focus	Student Achievement Data
Birmingham Senior High School Grades 9-12	Lake Balboa	2,980 Students 71.7% Hispanic 12.7% White 2.6% Filipino 2.6% Asian 9.4% Black *EL – 591 = 18.3% Title 1 (Free/ reduced lunch) = 66%	General Education, college and career readiness; focus on liberal studies, social justice, medical and science studies, performance and visual arts, technology and business, digital, print media and communications	API – 669 Met AYP - No

*The number of EL students is for the 2007-2008 school year. The other demographic data is for the 2008-2009 school year; EL student numbers may change when 2008-2009 EL data becomes available.

Birmingham 's Implementation Plan

	2009-2010	2010-2011	2011-2012	2012-2013
BCCHS	2,980	2,980	2,980	2,980

This enrollment number will remain the same for five years.

Please see Appendix P for the School Profile which includes additional applicable data for BSHS.

The primary educational facilities (including demographic data) that compete with BCCHS for student enrollment are listed in the matrix below.

Matrix of Competing Educational Programs (data is for 2008-2009)

Name of Institution	Location	Demographics	Educational Focus	Student Achievement Data
Hi-Tech HS Grades 9-12	Lake Balboa, on BSHS Campus	319 Students 34% Hispanic 49% White 4% Filipino 8% Asian 5% Black EL – 3%	Charter, high student achievement, Focus on technology	API – 819 Met AYP – Yes State Rank – 9 PI - No
Sherman Oaks Center for	Sherman	1720 Students	Magnet, High	API – 841

Enriched Studies Grades 4-12	Oaks	35% Hispanic 40% White 4% Filipino 14% Asian 7% Black EL – 5%	student achievement scores	Met AYP -- Yes State Rank – 10 PI - No
Granada Hills Charter HS Grades 9-12	Granada Hills	3471 Students 29% Hispanic 38% White 5% Filipino 20% Asian 6% Black EL – 6%	Charter, high student achievement	API – 816 Met AYP – Yes State Rank – 9 PI – No
Cleveland HS and Humanities Magnet School Grades 9-12	Reseda	2966 Students 70% Hispanic 11% White 3% Filipino 8% Asian 6% Black EL – 17%	Humanities, General Secondary Education	API – 727 Met AYP -- No State Rank – 7 PI – No
Notre Dame HS Grades 9-12	Sherman Oaks	1163 Students 20% Hispanic 55% White 15% Filipino 5% Asian 5% Black	Catholic, College- preparatory; Tuition \$10,200	API – N/A Met AYP – N/A
Grant HS and Communications/ Technology Magnet Grades 9-12	Van Nuys	2343 Students 64% Hispanic 27% White 2% Filipino 2% Asian 4% Black EL – 25%	Communications, Business, Performing Arts, Humanities, Social Justice	API – 642 Met AYP -- No State Rank – 2 PI – Yes
Reseda HS and Science and Police Academy Magnet Grades 9-12	Reseda	1909 Students 79% Hispanic 9% White 2% Filipino 1% Asian 8% Black EL – 25%	Math/Science, Law and Justice General Secondary Education	API – 703 Met AYP -- No State Rank – 3 PI – Yes
Monroe HS and Law and Government and Police Academy Magnets Grades 9-12	North Hills	2377 Students 87% Hispanic 3% White 4% Filipino 2% Asian 3% Black	Law and Justice, Engineering, Hospitality, Arts Media and Entertainment	API – 610 Met AYP -- No State Rank – 2 PI – Yes

		EL – 34%		
Taft HS Grades 9-12	Woodland Hills	2995 Students 32% Hispanic 41% White 3% Filipino 6% Asian 16% Black EL – 10%	General Secondary Education	API – 738 Met AYP -- No State Rank – 5 PI – No
El Camino Real HS Grades 9-12	Woodland Hills	3568 Students 25% Hispanic 53% White 4% Filipino 10% Asian 7% Black EL – 5%	High Student Achievement, General Secondary Education	API – 768 Met AYP -- Yes State Rank – 8 PI – No
Northridge Academy HS Grades 9-12	Northridge	969 Students 59% Hispanic 22% White 8% Filipino 5% Asian 7% Black EL – 9%	High Student Achievement, college-prep focus, located on CSUN campus	API – 711 Met AYP -- No State Rank – 4 PI – No
Panorama HS Grades 9-12	Van Nuys	2083 Students 87% Hispanic 2% White 5% Filipino 2% Asian 4% Black EL – 37%	Finance, Fine Arts, Medical, Education and Human Services, General Secondary Education	API – 556 Met AYP – No State Rank – 1 PI – Yes
Kennedy HS and Architecture and Digital Arts Magnet Grades 9-12	Granada Hills	2820 Students 75% Hispanic 10% White 5% Filipino 4% Asian 6% Black EL - 15%	Architecture, General Secondary Education	API – 665 Met AYP – No State Rank – 4 PI – Yes
Canoga Park HS and Environmental and Veterinary Science Magnet Grades 9-12	Canoga Park	1688 Students 82% Hispanic 7% White 2% Filipino 4% Asian 4% Black EL – 30%	Performing Arts, Agriculture, Health Sciences, General Secondary Education	API – 654 Met AYP – No State Rank – Data Unavailable PI – Yes
Chatsworth HS Grades 9-12	Chatsworth	3297 Students 48% Hispanic 22% White	Humanitas, Engineering, Arts, Medical	API – 704 Met AYP -- No

		5% Filipino 15% Asian 10% Black EL – 12%	Academy, Gen. Secondary Education	State Rank – 5 PI - No
--	--	---	---	---------------------------

Purpose As A Charter School

Through the outstanding leadership of our administration and the talents of our professional teaching staff, we have developed a charter model that will address the needs of our unique student body. We view this charter school as an opportunity to develop new ideas and educational approaches based on a foundation of sound educational research.

Operating as a charter school will offer greater flexibility and control of our educational environment. We envision a high school environment with elevated standards of behavior and respect, where each student is invested in learning and in taking the necessary steps to prepare for and achieve a successful future—be it higher education, advanced vocational training or immediate job placement. We will design a school curriculum and schedule those functions to make mastery accessible for as many students as possible. Our educational program will reflect proven practices and efforts that reduce high school drop out rates and improve achievement for every student.

We will be accountable and responsible for the use of our time. We will explore a varied school year calendar to enable students to achieve greater success on academic performance indicators and assessments. Our goal is to reclaim the students in our community who have opted for alternative educational settings such as private and magnet schools outside of our neighborhood. Through our expanded programs and varied schedule, we expect to provide additional opportunities for students who may live outside our attendance district, which will further enhance our cultural diversity.

BCCHS will explore the possibility of offering entrance preparation for our students as well as additional exit requirements, such as graduating senior portfolios and community service projects that allow students to demonstrate their readiness for post-secondary life. We will support our certificated personnel’s efforts to develop as professionals by scheduling time into the school day for collaboration, communication and co-planning. We will encourage our certificated personnel and staff to achieve higher educational degrees and training that will help them to enhance student outcomes. We will continue with our current programs, such as Safe and Civil Schools, promoting a positive school atmosphere.

BCCHS will practice responsible fiscal management. We will set budgetary priorities that emphasize the particular needs of our school community and efficiently utilize our school budget to achieve our educational goals. The BCCHS board and our Chief Business Officer will monitor and review our school budget for compliance issues.

Finally, we will maintain flexibility to make other important modifications in the future. This element is essential for us to realize our vision of preparing all of our students for a successful future.

Mission

Birmingham Community Charter High School will provide an innovative and comprehensive learning environment in which all stakeholders (certificated personnel, students, administrators, staff, parents and community partners) support the attainment of individual academic, professional, and personal student goals. BCCHS will encourage students to become committed members of the school community; students will graduate and demonstrate mastery of the California State Content Standards and exercise civic responsibility to ensure their success in post-secondary life.

Vision

Students at BCCHS will receive a rigorous education that will prepare them for post-secondary academic and career goals. Students will be civic-minded participants in the BCCHS community and graduate college-prepared and career ready, implementing the skills and knowledge they have gained during their four years of secondary education at BCCHS. BCCHS will enable pupils to become self-motivated, competent, lifelong learners by reaching quantitative goals including: improved literacy & numeracy, enhanced skills for analysis, synthesis, drawing conclusions, accessing information, determining credibility, evaluating information, problem solving, and using critical and creative thinking. We will design and implement systems to help our students develop resiliency and internal gratification mechanisms such as Impact which assists in addressing the needs of special populations including underachieving highly gifted kids, English Language Learners, foster children, economically disadvantaged students and those students facing other barriers to educational achievement. Our vision is to address the gestalt of individual learning and development needs for each student with a plan designed uniquely for him or her.

What It Means To Be An Educated Person in the 21st Century

We believe that educated persons in the 21st Century can critically assess various situations, synthesize information into actionable steps, use problem-solving skills, and access and organize knowledge and information obtained through educational training. They must be civic-minded, take personal responsibility, and be able to use technology, demonstrate proficiency in the California State Content Standards, and effectively communicate within a swiftly advancing, skilled society. Upon graduation, our students will have:

- Gained knowledge in both core and non-core disciplines as defined by California State Content Standards and frameworks;
- Mastered the cognitive and learning skills that will enable them to use

this knowledge in college and other post-secondary settings;

- Internalized values that will enable them to be productive and responsible citizens, personally invested in their roles as members of local and global communities;
- Developed talents and abilities through a variety of learning opportunities that prepare them to reach their educational, career, personal, and social goals.

How Learning Best Occurs

BCCHS believes in an innovative standards-based education system for all that stresses individualized instruction and accountability. The educational system we envision for BCCHS develops reasoning ability; is calibrated to grade level; provides maximum time in meaningful learning activities which students can apply to myriad learning and performance contexts; develops reading and writing for content area literacy; and integrates technology for learning so that students are prepared to compete in a technologically advancing society. Our goal is to improve achievement and engagement for students at all ability levels through a standards-based education that responds to the needs of students, with differentiated and data-proven instructional methods. We are committed to ensuring that ALL students (regardless of ability and achievement levels, and racial, cultural, socio-economic and linguistic backgrounds) are provided with a meaningful, content rich, thinking-centered, standards-based educational experience that will provide them with appropriate skills for post-secondary education and careers. We must close the achievement gap between our subgroups.

BCCHS embraces innovative teaching methodologies, proven best practices, ongoing professional development, reflection and discussion of student achievement data and corresponding adjustments to teaching practice, flexibility and transparency in an educational organization to ensure student growth and high levels of academic achievement. In addition to our belief that all students can learn and perform at high levels, we also embrace student learners of all ability levels and types. We provide opportunities for students of all ability levels to demonstrate growth and mastery of a variety of skills and trades to prepare them for success in post-secondary life.

BCCHS will ensure:

- Each student is held to high standards and has access to rigorous curricula and quality instruction that is intellectually challenging.
- All students have access to the core curriculum.
- All students have access to qualified certificated personnel.
- Instructional resources support state content standards and are culturally, linguistically and developmentally appropriate for every student.

- Teachers maintain high expectations for the learning of rigorous content, differentiate instruction for varied learning styles and varied ability levels, and provide students multiple opportunities to learn and demonstrate their learning.
- Students have opportunities to select and be placed into academically appropriate courses reflective of their abilities and needs.
- Students are encouraged to challenge themselves with a variety of learning experiences and within a variety of learning contexts.
- Educators understand and apply strategies for closing the achievement gap.
- All students have access to learning paths that support college and career goals.
- Students have access to targeted intervention programs that are standards-aligned. Student placement in such programs is based on specific, recent data about student progress. Student progress is frequently assessed, and clear exit criteria are set and applied.

Process By Which Curriculum, Materials And Instructional Activities Are To Be Selected

BCCHS will demonstrate best practices by selecting curriculum, materials, and instructional activities that are aligned with our mission and vision. SLCs, departments, and individual certificated personnel will enjoy a large degree of professional autonomy with accountability. They will use their best professional judgment in accordance with California State Frameworks and Standards in achieving high levels of student learning. BCCHS will:

- Focus the Charter School's resources on student learning and achievement of the state standards.
- Form active alliances with families, employers, community members, and policymakers to promote student learning and ensure accountability. Activities may include offering parenting classes, college evenings for each grade level, and with employers, technology center for the community, and technology and vocational educational training for students, their parents, and community members. We will partner with organizations such as Reseda Community Adult School, local community colleges (Pierce and Valley Colleges), and West Valley Occupational Center, to encourage student learning within a variety of contexts to maximize their learning potential and performance and to help each student meet his individual educational, career, social and personal goals.

- Form collaborative communities with middle schools, colleges, businesses and industry partners, to provide off site learning opportunities, internships, teacher training, intervention, mentoring, and vertical as well as horizontal articulation with our community feeder schools and universities.
- Eliminate traditional time barriers to student success by considering flexible calendars, schedules and programs, such as: enrichment and intervention extended day classes, intersession, on-line tutorials, high school preparation camps, advisory classes, block scheduling, trimester system, freshman parent and student orientation, strongly encouraged parental participation through donation of time, expertise, supplies or other involvement opportunities.
- Offer real-world experiences for students to learn about higher education and career options through curricular pathways, school to career opportunities, community college fairs, volunteerism, community involvement in senior project assessments and other collaboration with businesses and community.
- Maintain SLCs, including Social Justice Academy, Creative and Liberal Studies, Medical Academy of Science and Health, Freshman Academy, Performing and Visual Arts, Technology and Business Academy. The SLCs will be re-evaluated after 2 years.
- Establish high standards for student achievement by expecting all students to master rigorous academic content.
- Use curricula that are challenging and relevant and which cover content in depth.
- Provide creative outlets in the visual and performing arts.
- Use multiple forms of assessment to meet individual needs including development of common rubrics and benchmarks for authentic assignments and interdisciplinary projects that provide both horizontal and vertical articulation among courses.

Instructional Materials

Primary and secondary texts will be selected for each course by departments. Textbook selection committees within each department will give recommendations to the Curriculum and Instruction Committee when the need for new core or supplemental texts arises. Committees are comprised of teachers selected through an internal process. (See Appendix H for Bylaws and Appendix J for Composition of standing committees. As

differentiation will be needed section to section depending on a number of factors including student ability level, pace of the course, student prior knowledge, etc, instructors may utilize varying texts to teach the same curriculum. Advanced Placement (“AP”) courses will utilize texts from lists approved or recommended by the College Board AP teachers will submit syllabi for approval to both the College Board prior to receiving authorization to teach AP courses .

Requests for additional, supplemental or new texts for individual courses may be submitted by teachers, who, using their expertise as professional educators, will follow protocols for text selection by submitting a rationale through their department for selecting a text. As the curricular focus within each discipline is on skills and information, texts will be relevant to and will evolve with BCCHS’ instructional program. They will be selected based on their pertinence to the course and the needs of the instructor to utilize the text to best meet the instructional needs of his or her students

Standards-Based Curriculum and Instruction

BCCHS will embrace State content standards with innovative instructional methods and appropriate teacher-created assessments common to each department and aligned to standards to correctly gauge student achievement as we focus on curriculum and instruction.

A standards-based system must address systemic inequities and meet the needs of all students, especially those students who are under-performing. We will maintain and update as needed curricula that meet diverse student needs and expose all students to concepts, issues, events and themes from multiple perspectives.

Smaller Group Instruction/Individualized Learning Strategies

Extensive analysis of available data including grades, standardized test scores, attendance statistics, discipline patterns, and additional demographic information indicates that various instructional design models are requisite for a campus with a diverse population such as BCCHS’. In particular, data analysis indicates that the factors contributing to the categories relating to grade level performance are numerous and complex. According to the National Conference on State Legislatures, “Research overwhelmingly supports the notion that student in kindergarten through high school are more successful when they attend small schools. In fact, smaller learning environments positively affect grades, test scores, attendance rates, graduation rates, drug and alcohol use, and school safety. Moreover, smaller, more personalized learning structures seem to provide the setting for other high school reforms, perhaps because change is easier to implement in a smaller setting. In *Schools that Work: America’s Most Innovative Public Education Programs*, the author suggests that making schools smaller is the first step toward enhancing school conditions and improving student outcomes (1992). Analysis of various high school reform efforts also underscores “scaling down” as a common contributor for success. Smaller schools can more readily provide students with mentors, tutors and advisors;

make learning more meaningful by linking it to life-experiences and community; and provide adequate time and support for mastery of knowledge and skills.”

Smaller Learning Communities

In order to provide small group instruction, encourage individualized learning strategies, track student data effectively, and promote student achievement, BCCHS has implemented school wide SLCs. BCCHS will better address the needs of lower achieving students with smaller teacher to student ratios. SLCs promote greater student recognition, involvement, ownership of and positive identification with academic achievement.

(See Appendix B for Bibliography of Research References.)

Achievement Data – 2007-2008

In the 2007-2008 school year, BSHS achieved an API of 669, a gain of 31 points from the previous year (2006-2007). In the past eight years, BSH has raised its overall API by 86 points, from the low in 1999 of 552. We have 18% EL students. Currently we have 40% students who score Proficient or above on the language portion of the California Standards Test (“CST”) and 10% who score Proficient or above on the math portion of the CST. As a charter, as you will see below under Element 2, we will be seeking adequate yearly progress as required by the No Child Left Behind Act. (See Appendix C for the BSHS School Report Card.)

The results of the California Standards Test in English, math, social science and science for BSHS for the 2007-2008 school year are as follows:

English Language Arts Results in Percentages of Students Tested

Grade	Advanced	Proficient	Basic	Below Basic	Far Below Basic
9th	14	30	29	17	9
10th	15	22	34	20	8
11th	11	26	34	16	14

Mathematics Results in Percentages of Students tested

Level	Advanced	Proficient	Basic	Below Basic	Far Below Basic
Algebra 1	2	9	21	44	24
Geometry	1	6	20	44	29
Algebra 2	2	10	24	32	32
Summative	2	18	30	36	13

Math					
-------------	--	--	--	--	--

Social Science Results in Percentages of Students Tested

Level	Advanced	Proficient	Basic	Below Basic	Far Below Basic
World History	5	16	31	18	30
US History	9	22	32	19	18

Science Results in Percentages of Students Tested

Level	Advanced	Proficient	Basic	Below Basic	Far Below Basic
Biology	6	21	37	18	18
Chemistry	1	8	36	22	33
Physics	4	19	47	21	10
Int. Science	0	1	23	28	49
Earth Science	0	11	31	27	30

Professional Learning and Development

BCCHS believes that professional development is an integral part of the framework of the Charter School and takes place in many forms and settings with staff collaboration an ongoing element of the structure. In-service meetings, off-site professional conferences, workshops, hands-on technology demonstrations, and guest speakers in all disciplines are utilized to stimulate and inspire personnel, and are a necessary component of professional collaboration and development to improve our best practices.

Collaboration among faculty will facilitate effective standards-based instructional practices and will maintain effective classroom management strategies. Professional collaboration time will be built-in to the professional development schedule to allow for brainstorming of new ideas and programs. There will be a systematic analysis of student achievement data in order to drive programs and practices. A combination of these elements within BCCHS professional development and staff collaboration will help ensure success for all stakeholders and will improve student achievement.

BCCHS envisions a professional development system that addresses the specific needs of faculty and students working toward mastery of state standards and high academic and personal achievement. All professional development supports an instructional program that is standards-based, academically rigorous, founded upon research and uniformly available to all students.

Professional Development will be created based on the following principles:

- Professional development arises out of student, faculty, and community needs and focuses on data-proven effective instructional practices.
- Curriculum and instruction arising out of professional development are appropriate and relevant to the school community.
- Professional development focuses on building instructional practices that will reduce the drop-out rate, engage learners at all levels, and will empower teachers to develop a variety of diverse instructional methods.
- While professional development related to state-adopted materials is important for staff, professional learning also focuses on materials and strategies designed to close the teaching-learning gaps.
- Instructional change is a long, multistage process; shared expertise is the driver of instructional change; the focus is on system-wide improvement; good ideas come from talented people working together; clear expectations and responsibility for achieving them are shared by all.

In this program, teams of teachers, administrators and out-of-classroom personnel will meet regularly, both within and across disciplines, to research and discuss best practices; and design benchmark and core assignments for every grade level content area. Where applicable, interdisciplinary teams will examine student work and analyze assessment data to modify instruction. Individuals and teams of teachers from every department will regularly be sent to conferences, workshops, and demonstration sites to participate in gathering information on innovative strategies for improving student mastery of the skills and content required for promotion. These teachers will share their findings during professional development days with their departments and/or interdisciplinary groups. Additionally, BCCHS staff will develop a mechanism to disseminate best practices for educators from other schools. All staff will meet regularly to examine student work, analyze the effectiveness of the benchmark and core assignments, and redesign activities and curriculum in response to the assessment data.

Professional development will be delivered by all members of the professional community at BCCHS for faculty growth. Primarily, however, teaching faculty and administrators will lead professional development sessions for administrative and teaching faculty, while classified personnel conduct professional development that best meets their needs.

Teaching faculty professional development topics will include:

- Best practices
- Creating common assignments and rubrics for assignments
- Creating common quarterly and semester assignments
- Aligning grading scales
- Intervention techniques for low-achieving students
- Differentiating instruction for gifted learners

- Differentiating instruction for EL learners
- Using technology in the classroom
- Creating interdisciplinary projects
- Horizontal teams creating pacing plans
- Vertical teams creating curricular steps and unit plans
- Innovating in the classroom
- Teaching strategies for multiple modalities
- Analysis of student achievement data
- Analysis of implications of achievement data for instructional methods
- Creating mentoring programs for at-risk students
- Community-building
- Sharing opportunities for growth in one's discipline: upcoming conferences, research, lecture/seminar series, etc.
- Professional literature/ reading groups
- Developing a structure for peer observation and feed back
- Field-trip how-to
- Developing assemblies and performances for students
- Accreditation
- Improving the instructional program
- Parent involvement/ parent-teacher communication

In the interest of improving accountability and professionalism, we will continue to utilize the current Stull form, and we will continue to refine the implementation of the Stull for continued professional development and teacher growth

Resources

BCCHS believes that Charter School resources should be allocated to enhance student achievement. BCCHS will ensure:

- All teachers are highly qualified and effective in developing and delivering curriculum and instruction in ways that encourage each student to meet and/or exceed proficiency in state standards.
- All administrators are highly qualified and effective, as defined by the standards in the California Professional Standards for Educational Leaders.
- Curricular materials are available, adequate, utilized by students, aligned to state standards, and culturally, linguistically and developmentally appropriate.
- A variety of interventions are available to meet students' learning and achievement needs and to help students reach and/or exceed proficiency in state standards.

- Technology is adequate, available and supportive of the learning process.
- All students have access to classrooms and learning labs that are safe and up-to-date.
- All students have equal access to resources.
- Facilities and grounds are safe, clean, and well maintained to ensure access to Charter School resources.
- Materials and other resources are monitored to ensure they are allocated to students for whom they were intended.
- Accurate records are maintained to ensure an accountable and transparent system of resource allocation.
- Stakeholders annually review and reflect upon resources allocated; they make adjustments according to student and community need.

Leadership

BCCHS realizes the need for strong leadership to address the individual learning needs of all students. Improved student achievement requires shared leadership, both formal and informal, and shared accountability from staff, parents, students and community.

BCCHS will ensure:

- Educators are invested in a shared vision to develop policies, programs and practices that ensure the achievement of under-performing students. Educators are encouraged to collaborate, research, test, and evaluate data-proven instructional methods to ensure high levels of student achievement.
- Educators attain a higher level of cultural sensitivity by providing information and resources leading to educational equity and high achievement for all students and closing the gaps that currently exist among identified student groups.
- School leaders engage community partners to provide resources to meet the educational needs of student groups and provide opportunities for students to learn and demonstrate skills within a real-world context.
- We engage community members as resources for implementing policies and practices to assist all students to meet or exceed state standards.
- Our leadership is guided by our vision that all students can achieve high standards, personal accountability, and academic excellence.

- We embrace changing demographics as opportunities to assess and adapt to the evolving needs of our students.

Curriculum Mapping

Curriculum Maps are graphic organizers that teachers and students use to visually represent the scope and sequence of curriculum in a given unit of study. They capture the content, skills, and assessments taught and administered by every teacher. Curriculum maps organize the information into an easily accessed visual that presents a timeline of instruction by teacher and course.

BCCHS will utilize curriculum maps for all core subjects: English Language Arts, math, science, and social sciences. The maps have been created by teachers within each department and are utilized school wide. They are shared with students and parents to clarify academic content, standards and learning expectations.

Curriculum maps are geared to the school calendar with each teacher's timeline displayed on the map. They are useful for the following aspects of professional development:

- **Vertical Alignment** – Courses that are correctly vertically aligned permit teachers to quickly assess what students mastered in the preceding grade and to focus on building skills and knowledge, as opposed to consuming valuable time with unnecessary reviewing and re-teaching of concepts already learned.
- **Horizontal Alignment** -- Horizontal alignment, often referred to as “pacing guides,” assures that all teachers of a common grade level address specific subject matter following the same timeline. Such alignment is crucial in dealing with state-mandated, standards-based assessments. Initial review of the completed map by each department assures vertical and horizontal alignment and segues into a broader review of the map.
- **Interdisciplinary Connections** -- Teachers build on interdisciplinary connections, which allow students naturally to begin to link information between and among courses, increasing the relevancy of skills and content in such courses. Additionally, teachers verify skills or content addressed in other courses and alter their unit plans to a higher level, making learning more relevant. Vertical alignment, horizontal alignment, and interdisciplinary linking build stronger curricula and improve instruction throughout a building.

The information on curriculum maps was partially adapted from Teaching Today, McGraw Hill Publications.

Leadership

Leadership is shared among administrators, faculty, classified staff, students and parents. Decisions are reached through consensus, and minority opinions are considered and valued.

Standards- Based Report Cards and Progress Reports: Communicating Performance Expectations and Results

In a standards-based instructional program, communicating expectations for learning and student progress towards meeting goals is vitally important. Parents must be aware of what their student is expected to know, understand and be able to do for each course. Parents and students also need to know how the student is progressing toward meeting these standards. To achieve transparency in student achievement, assessment data must be provided at regular intervals each semester to students and their families.

Certificated personnel, students, and parents must expect that a student's overall achievement grade and comments reflect progress toward proficiency in the skills and content embedded in the standards. As such, BCCHS will maintain and update as necessary standards-based report cards and progress reports that communicate expectations for learning and student progress. The achievement grade reported will remain "A-F." The report card will include comments that state whether the student has shown proficiency in a particular standard.

Teachers will provide parents with demonstrations of student learning such as student-led parent conferencing and presentations, online exhibits and projects, parent assessment/feedback forms, and web logging. The Parent Center will coordinate workshops/meetings for parents to explain the standards-based report card, and exhibit models of student work and benchmark assignments.

Environment

BCCHS provides an environment conducive to high student achievement and a customized and accountable learning program. It is safe, orderly and supportive. BCCHS provides a variety of extra-curricular activities, clubs and athletics to serve the social, emotional and physical needs of students. School-wide standards for students' behavior are perceived by students and staff members to be fair and equitably enforced. Instances of vandalism and violence on campus are dealt with in a timely manner; student absenteeism and dropout rates are systematically addressed through the Coordination of Services Team ("COST"), Safe and Civil Schools, tutoring and the Pupil Services Advisor ("PSA"), Dropout Prevention Advisor ("DPA") and other diploma counseling personnel to minimize their levels. All adults and students demonstrate collaboration and mutual respect.

Bell Schedules

Our regular day bell schedule has been modified from the current BSHS bell schedule to

add five minutes of instructional time to each period. The regular school day includes periods 1-6, with supplemental zero, 7th and 8th and 9th periods for students who desire to take them. For example, some students choose to take a zero period AP course or a period 7 or period 8 Play Production, Choir or other elective class. Upon opening, BCCHS will offer periods 0, 7, 8 & 9 as needed to students desiring enrollment in before-school and after-school classes. (See Appendix D for all bell schedules.)

These schedules will offer flexibility for working students and students concurrently enrolled in college courses or technical training programs outside BCCHS. With the existing SLCs, creation of more university partnerships and additional requirement expectations for students, we believe the traditional, 6-period, day as well as the Carnegie model for credits (semester course of 180 hours = 5 credits) need to be reviewed. While the majority of students will maintain a regular schedule of periods 1-6, supplemental period 0, 7, 8, & 9 class offerings will be expanded upon opening as a charter school as additional options for students needing more flexibility in their schedules to pursue extracurricular studies or activities. While we believe that altering the time structure at BCCHS in and of itself will not improve classroom practices and student learning, we believe that alternative models of time should be examined and may be more conducive to the diverse academic needs of our student body. We do not believe “one size fits all” works for all students and we will investigate alternative schedules to stem the drop-out rate and provide opportunities for success for all students.

We also believe that in order for educators to learn from one another time must be set aside during the school day for certificated personnel to meet and reflect both in smaller learning communities for interdisciplinary study and collaboration as well as within departments for vertical teaming and curriculum discussion and professional development. In the future, we may design a bell schedule that reflects our priority to allow time both in SLCs and within departments for professional development on a weekly basis. These weekly meetings are essential to continued enhancement of our educational program and higher student achievement because they allow staff to stay more connected with each other.

We believe that more quality time on task for students is essential to the success of BCCHS students. The bell schedule we will implement offers, at a minimum, the number of instructional minutes required by Education Code Section 47612.5, or 64,800 minutes for schools offering instruction for grades 9-12. Upon opening, BCCHS will offer periods 0-9 as needed and as availability permits.

Calendar

While we are committed to a minimum number of instructional minutes, we have altered our calendar to better meet the academic needs of our students (please see Appendix N for the school calendar). Many in our community - certificated personnel, parents and students - believe that the two weeks following winter recess leading up to final exams are difficult at best, and that much of the momentum for the fall semester is lost.

Accordingly, our school year begins in mid-August (following summer school) and ends in late May/early June. Such a calendar - similar to university calendars - allows for the first semester to conclude prior to winter break. Part of winter break will be used for intervention and enrichment, with the spring semester beginning in mid January.

Summer School

BCCHS will operate its own summer school in a format that runs between 4-6 weeks as determined by our governing board. Students will be able to earn up to 10 credits during summer school. We will continue to explore alternative summer school schedules in order to create a summer session in which the instructional time more closely resembles that of the traditional yearlong course (minimum of 180 hours).

In the BCCHS summer session, we will strive to offer courses reflective of core curriculum graduation requirements including math, English, science, history, fine and technical arts as well as additional enrichment and intervention courses designed to accomplish the following:

- Provide all students, but particularly underrepresented racial minorities and low performing students, specially designed preparation programs that build their interest in and access to advanced courses.
- Provide traditional and expanded intervention and enrichment courses. Intervention courses would include core classes required for graduation. Enrichment courses would be added in science, math, art and history as the budget will permit.

Winter Session

BCCHS will investigate the creation of a winter session intensive study program to help students complete needed courses and receive intervention through acceleration and preparatory curriculum. We strongly believe that students placed in courses without the requisite skills are destined to fail. To encourage all students to achieve and progress at their ability level, we are committed to providing diverse and flexible learning opportunities for all students, particularly those from underrepresented backgrounds and those with a history of low performance. Programs will be instituted where funding is available.

Curriculum

BCCHS will offer a rigorous, college-preparatory education that fosters student mastery of California State Content Standards in English, mathematics, science, history, foreign language and fine and technical arts. Though most students will follow the scope and sequence of courses listed above, some students will enter BCCHS ill-prepared to succeed in these courses. Therefore, as a key component of establishing an educational program that both prepares students well for post-secondary goals and addresses their unique

needs, placement of enrolled students in courses will occur after students have had diagnostic placement exams in both reading comprehension and mathematics at the beginning of each school year. In this way, students will be properly placed from the beginning of their educational program at BCCHS. We will offer basic math and reading skills courses for those students who place far below grade level in reading and math. We will assist them in building the foundation of knowledge necessary to be successful in the rest of their core courses.

Graduation Requirements and Course Sequences

All students must accumulate a minimum of 230 credits in grades nine through twelve, pass the CAHSEE and meet proficiency standards as determined by the State of California to graduate with a diploma. Students must take the following required coursework:

English	40 credits
College Preparatory Math	20 credits
Laboratory Science	20 credits
Biological Science AB	10 credits
Physical Science AB	10 credits
Social Science	30 credits
World History AB	10 credits
US History AB	10 credits
Economics/Government	10 credits
Visual Performing Arts AB	10 credits
Foreign Language AB	20 credits
Technical Arts AB	10 credits
Health	5 credits
Life Skills or Local Option	5 credits
Physical Education	20 credits
Electives	50 credits
TOTAL	230 credits

Credit may only be earned in classes not previously passed. Credit is not given if classes are taken to raise a grade from a “D” or above. Repeat classes do not replace previously earned grades; therefore, all grades are averaged for determination of GPA. Students taking honors and Advanced Placement courses will earn extra grade points as determined by the BCCHS Governing Board. A maximum of ten (10) credits may be earned for School Service toward graduation. Students are to be enrolled in no more than one school service course per semester. Grade promotion will be determined by credits earned and proficiency of grade level English courses as follows:

Grade 9 to Grade 10	55 credits
Grade 10 to Grade 11	110
Grade 11 to Grade 12	170 credits
Graduation	230 credits

Graduation requirements may change as determined by the Governing Board

(See Appendix E for a table of course sequence by grade level and subject.)

Prioritized Curriculum

BCCHS has adopted the research proven methodologies for curriculum development of the Learning Focused model of instruction. According to their more than 20 years of thorough research on effective teaching methodologies, best practices and ways to raise student achievement, there are five core instructional strategies that, when effectively implemented, impact student achievement the most.

Strategies That Most Impact Achievement

Rank	Strategy	Effect Size	Percentile Gain
1	Extending Thinking Skills	1.61	45
2	Summarizing	1.00	34
3	Vocabulary in Context	.85	33
4	Advance Organizers	.73	28
5	Non-verbal representations	.65	25

According to the Learning Focused website at: www.learningfocused.com which explains the research foundation proving how effective these strategies are for raising student achievement,

Instructional strategies research provided educators with a list of the instructional strategies most effective in student learning and achievement. Layered above all of these strategies is how and when teachers apply them in lessons, along with how the strategies are sequenced and connected. The focus of teacher planning should not be simply to choose which strategy to use in a particular lesson or unit, but to connect and sequence strategies across lessons and units to generate achievement gains well above teachers who randomly choose strategies. These research-based strategies shape the base of the Learning-Focused lesson and unit planning model. Strategies 2-3-4-5 from the above chart are in every Learning-Focused acquisition lesson, and the first strategy, extending thinking skills, occurs 2-5 times in every Learning-Focused unit.

Based on this evidence-proven system, Birmingham faculty chose to adopt the Learning Focused system to enhance curriculum planning and instruction. Teachers met together to craft unit and lesson plans that meet the sequencing and connection requirements of the Learning Focused system, thereby implementing a program designed specifically to raise student achievement.

Utilizing the Learning Focused software program, BCCHS has developed a system of prioritized curriculum in which the California State Content Standards have been prioritized by the faculty to ensure equal access to course material in every section of every course. Faculty have mapped out the standards in learning maps and identified units of study common to each department. We have implemented this prioritized curriculum over the past two years and demonstrated significant gains in our API score for our students.

(See Appendix F for samples of standards, learning maps and unit plans for each department.)

Additional instructional approaches that will be utilized to teach content material include but are not limited to the following:

- Using technology in the classroom—for both information delivery and independent student mastery of concepts and project completion
- Project-based instruction
- Career-technical education hands-on experiential learning
- Common grade-level assignments and rubrics for assignments
- Common grade-level quarterly and semester assignments
- Aligned grading scales within departments
- Intervention techniques for low-achieving students
- Differentiated instruction for gifted learners
- Differentiated instruction for EL learners
- Differentiated instruction for all special populations
- Interdisciplinary projects across core disciplines
- Integrated instruction between classroom teaching and experiential learning such as field-trips and assemblies
- Independent research projects/ independent study units and extension activities
- Team-teaching across grade-levels and subject areas
- Curricular steps and unit plans created by vertical teams
- Ongoing innovation in the classroom
- Strategies for multiple modalities including visual, kinesthetic, auditory learners
- Analysis of student achievement data with students and discussion of implications for student learning and goals
- Mastery of core area vocabulary
- Mastery of tier 1, 2, and 3 vocabulary
- Mentoring and “study buddies” within the classroom for at-risk students
- Community-building
- Addressing study skills and habits of highly effective students
- Reading groups and literature circles
- Peer feed back and partner/ small group work in the classroom
- Reciprocal teaching in partners and whole class discussions
- Socratic seminar

Instructional Technology

The curriculum will be integrated with technology where appropriate. The BCCHS will provide technology resources and training for students and staff. We plan to use innovative technologies to make instruction more effective and facilitate the exchange of knowledge across myriad contexts, arenas for discussion, and learning communities. Our vision of instructional technology use provides students with the skills that will facilitate their seamless transition into higher education and careers actively using a variety of advancing up-to-date technologies. Currently, BSHS provides students rich opportunities for mastery of software programs they can translate into career-ready skills. Students demonstrate mastery of navigating online venues, utility programs such as MS Office Suite, Adobe Creative Suite, video editing software such as Final Cut Pro, animation software, construction technology and architectural program software. Students regularly create online and PowerPoint projects that can be emailed and shared widely with local and global communities and can be translated into cumulative portfolios. Additionally, students are trained in visual and performing arts technologies, such as staffing theater light and sound boards, using high-end professional grade video cameras for filming, creating personally designed websites, and publishing their work online to shared and private forums.

As a charter school, BCCHS staff will be empowered to go beyond the traditional methods of communication and collaboration to create more effective uses for technology to enhance instruction and student achievement. We will collaborate to create ways for students to master and train other students in multiple technologies and related skills. Technology will be used to provide greater opportunities to engage students in cross curricular, career and college preparatory activities and projects. Information-gathering, the exchange of diverse ideas and improved access to information and the ability to discriminate between “good” and “bad” information will result from improvements in the use of technology. Teachers will share lessons and best practices on the Charter School’s website and will use email as one way to interface with their colleagues. Sharing ideas, goals and concerns with department members, SLC colleagues and administrators will facilitate the teaching and learning process.

Technology use will support school learning outcomes by allowing students to share the products of their learning with school and global communities, accessible through the World Wide Web. Students will learn project management, web logging (blogging), and web design skills through Career Technical Education courses as well as in the everyday instructional activities of their core courses. Our students will present interdisciplinary senior projects to parents, the community members and publish web logs containing portfolios of their work. These activities will promote communication between BCCHS and parents and continue students’ development of a personal investment in their learning and the effort to produce high-level work products.

Limited state budgetary resources for technology create a need to pursue

business and educational partnerships and grants that can support our technology equipment and resource needs. Our grant writer, with support from selected staff, will assist the BCCHS community with developing these partnerships, writing grants and setting up training and presentation opportunities.

University Partnerships

As a charter school, BCCHS will actively seek out members of the university community who will partner with us. Though no formal articulation agreement is currently in place, we have a long history of partnering with California State University Northridge (“CSUN”) through the School of Education as many of our teachers in various disciplines have attended the Reading Institute for Academic Preparation (“RIAP”) training to boost reading and writing across the curriculum. Additionally, our Visual Arts Department interacts annually with the CSUN Art Department for the secondary level art show on CSUN’s campus. Several of our math teachers have also partnered with the mathematics graduate program at CSUN to bring graduate students to Birmingham’s campus to teach and tutor mathematics while supporting CSUN’s goal of training more teachers for Los Angeles schools. Pierce and Valley Colleges both have offered several evening college courses for the past several years on the BSHS campus, and many BSHS students are concurrently enrolled in Pierce and Valley College courses while working toward their high school diploma at BSHS.

We will also continue our connections to local community colleges and universities (Pierce, Valley, Mission College and CSUN) and establish university and community courses on campus after school and on Saturdays for the benefit of our students and the community. We plan to formalize and continue the informal dialogue between college educators and our own faculty begun through the RIAP program to ensure that our curriculum and teaching methodologies are preparing our students for college entry-level courses.

As a charter school, we will offer flexibility in scheduling so that our students can engage in a variety of activities to support their individualized instructional programs. For example, one student may only take four courses at BCCHS during a semester, but will be concurrently enrolled in an evening community college class or university-levels discipline-specific course such as “introduction to engineering” or American Sign Language. We also plan to expand the college course options on our campus, such as the current art and music classes Pierce College offers at BCCHS on weeknights. In such cases, arrangements will be made to ensure students receive appropriate credit for their enrichment and concurrent college coursework. In this way, a student’s school day is varied, individualized, relevant and tailored to their academic needs and post-secondary goals. They can thus earn university credits, take more advanced and career-oriented courses and accelerate their learning to reach high school graduation. By addressing their individualized needs, we will be striving to stem the drop-out rate to prevent the loss of students whose needs go unmet in traditional educational spheres.

Students taking intercession courses at universities will be considered for specialized

schedules in the spring semester at BCCHS in order to accommodate their enrichment studies. We will also investigate the creation of flexible schedules to enable students to graduate from high school with an AA degree, if desired.

BCCHS' goal is to prepare our students for post-secondary education and careers. Our ROP and Internship programs will be expanded in order to provide the important Capstone level education required by California's Technical Education standards and requirements. Pierce College course offerings on BCCHS' campus will also be expanded.

Small Learning Communities/Academies

All incoming 9th graders are enrolled in the Freshman Academy in order to assist them with the transition to high school and to equip them with study skills and preparation necessary to succeed in their secondary education. In the spring semester of their 9th grade year, each academy serving 10-12 grades holds an open-house and conducts class visits to solicit applications from all 9th graders. Students apply to their first and second choice of academies they consider to be the best fit for their academic, social, personal and professional goals. Academies then select students based on a number of factors. Every effort is made to ensure students are admitted to the SLC of their choice; however, in rare cases to ensure equal access and representation across SLCs, some students may be admitted to their second choice of SLC.

Current Enrollment in the SLCs is as follows:

Academy	Grades	# of Students
Freshman Academy ("FA")	9 th Only	704
Creative and Liberal Studies ("CAL")	10-12	386
Medical Academy with Science and Health ("MASH")	10-12	398
Technology and Business ("T&B")	10-12	428
Social Justice ("SJ")	10-12	365
Performing and Visual Arts ("PVA")	10-12	416

(See Appendix A for SLC descriptions.)

Future Curriculum Enhancement

Because BCCHS strives to offer an A-G University of California curriculum to all students and to provide all necessary courses to fulfill state graduation requirements, a traditional six period day limits opportunities for students to pursue career and major interests. Our students, at least initially, will follow the traditional six period instructional day. BCCHS will explore alternative schedules for future enhancement of our instructional program. Flexibility will be a key factor in how we address student needs in an individualized instructional program that meets the myriad situational demands of our working, gifted and talented, lower-achieving, exceptional and underrepresented student populations.

Curriculum enhancement will reflect the following:

- Flexibility with regard to student schedules
- Programs that foster skills to prepare students for post-secondary goals, such as establishing internships and community partnerships
- Increased articulation with feeder schools and post-secondary institutions

Project-based benchmark assignments will allow each student to demonstrate proficiency in the career pathway just as is done in the standards-based core curriculum. In addition, students can take extended day or university courses, which offer additional training in the career pathway. Parents and the community will become involved by providing access to guest experts, by becoming SLC community partners drawing on their life and professional experience, and by mentoring students. Students will have the opportunity to demonstrate their career pathway skills and knowledge through demonstrations to parents and the community at Back to School Night, Open House, Senior Project and Academy Nights. The School Leadership class will plan extracurricular activities that focus on various career pathways. Career Day and College Night will also focus on businesses and universities that offer career pathway opportunities. School counselors, the college counselor and the career advisor will meet with students to ensure that he or she meets the graduation and career pathway requirements. Students will graduate with a diploma and an academy certificate.

A Typical Day for BCCHS Students

When the mission and vision of BCCHS is fully realized, the educational program offers a flexible and comprehensive education for students at all levels of achievement. Students take ownership of their learning by being engaged, self-directed, focused participants of the school community. A typical day at BCCHS conforms to the unique needs of each student. A visitor to our campus will see student learners engaged in a specific schedule of courses and activities designed specifically for them in order to ensure progress toward graduation and preparation for post-secondary goals.

The regular school day will remain periods 1-6 for the majority of BCCHS students. Some students may opt to take six courses beginning and ending earlier in the day or beginning and ending later in the day. For example, most students will continue to enroll in periods 1-6, however some students may begin with a zero period and end their studies after period 5. Another student may begin their school day at 3rd period and end after 8th period, still completing six full periods during the school day.

One student may arrive at school for the standard six-period day of classes. He may begin class at 8:00 AM and end around 3:00 PM having studied the core disciplines: English, math, science, history, Spanish and a technical or performing art. He may continue his day after school on a sports team or as a band or choir member rehearsing for an upcoming performance. As a focused, engaged student member of the BCCHS community, the probability he is involved in *some* extra-curricular activity is high. He may return home

after rehearsal/ practice by 6:00 PM and begin homework or project activities for the week ahead.

Another student at BCCHS with different post-secondary goals than the previously mentioned student may begin attending school at 7:00 AM with a zero period class. She may continue through her morning classes, taking five courses by the time lunch arrives. At lunch, she may leave campus to attend community college courses at Pierce or Valley College. After her afternoon classes, she may go off to her internship position fulfilling her senior community project requirement and service hours for an on-campus honors club.

Varied schedules, individualized class and community groupings, on-task and hands-on learning, engaged students, compelling, flexible and innovative teaching strategies are just some of the things a visitor to BCCHS will see upon touring our campus. Visitors will also see a community whose members respect themselves and their environment, who take ownership of their learning and of the choices they make to achieve their goals. They will see students who go to their courses focused and prepared to learn so that they can reach their post-secondary goals. Visitors will also see a staff and faculty committed to the success of their students and colleagues. They may see collaborative teaching or meetings of teachers who team-teach, prepare and deliver common assessments, offer peer observation and feedback. They will experience the respect and pride of BCCHS that commits itself to creating a safe, clean, positive, individualized and relevant learning environment for its students.

Closing The Achievement Gap

Goals for Providing and Ensuring Equal Access to Academically Low-Achieving Students

Over the course of the last two decades, data on the achievement of racial minority students, in particular African American and Hispanic students, indicate that many have performed below the achievement levels of others students nationwide. At BCCHS, we are committed to decreasing these disparities.

We strongly believe that we can meet our goals for providing and ensuring equal access to academically low-achieving students and those who are members of ethnic groups underrepresented in colleges and universities. In order to do so, BCCHS employs a full time intervention Coordinator and Counselor to effectively coordinate and manage intervention activities. The staff commits to do the following:

- Enroll all students in rigorous academic programs that prepare them for success in higher education, career and adult life without the need for remediation.
- Lower class sizes in order to increase student to teacher contact and increase

student access to instructional material and teacher guidance.

- Strongly encourage parent/guardian participation in intervention for students who drop below a C average.
- Provide for flexible scheduling.
- Allocate resources to provide the necessary support for low achieving students
- Support existing programs while developing additional programs to meet currently identified and future student needs.
- Maintain high expectations that all students can and will learn to read, think critically, and synthesize material from a variety of sources to make informed decisions.
- Target instructional resources to raise achievement among historically underrepresented students to achieve proficient or higher in mathematics, to successfully complete upper level mathematics courses, and to pass the California High School Exit Exam.
- Provide on going professional development and coaching to help certificated personnel understand and use specific instructional strategies to meet the needs of diverse learners, and support certificated personnel as they become reflective practitioners.
- Monitor progress through CST, Grades, CAHSEE testing programs.

Intervention for Low Achievers

Birmingham Community Charter High School has developed a framework for students achieving below grade level expectations that is demonstratively pre-emptive in our approach to intervention. In order to facilitate student achievement, BCCHS will offer interventions to address each student's specific learning needs so he or she can attack the curriculum once the school-year begins. Prior to ninth grade, each student's cumulative record, with great attention paid to California-mandated test scores, will be reviewed. Students will take diagnostic tests in math and reading. This will aid in correct placement for students who demonstrate lower aptitude in some areas and will enable them to achieve at a level that is appropriate and consistent with their skills and ability level. Continuing students who have demonstrated a consistent pattern of low achievement will be assessed as to the reason for their low achievement.

During the summer before ninth grade, every incoming admitted BCCHS student will have the opportunity to participate in a four-six week Summer Bridge program. Students will be assessed for their high school readiness, math, reading and writing abilities. For students in the category of well below grade level expectations, emphasis will be placed

on developing and strengthening math and reading skills in addition to instruction in successful student practices and study skills such as time management and organization. Diploma requirements will also be previewed so that students understand the credit-building goal to graduation.

Once ninth grade begins, these students will continue to receive proactive intervention through additional learning supports including Before and After-School and Saturday tutoring and classes. Similar strategies have already been implemented in order to prepare ninth and tenth graders for the CAHSEE with very positive results. This model works for students in this group since many require additional time internalizing concepts. Parents within the community welcome these programs as they provide a strong, reassuring learning structure for their children outside of traditional school hours.

Additional instructional strategies will be employed in order to maintain a high level of support for this student group.

Students lacking necessary skills to succeed in their courses will be enrolled in a program of intervention measures best fitting their individual needs as determined by an assessment conducted by qualified personnel. They may be enrolled in different classes more aligned to their ability levels; they may be enrolled in mandatory intervention or acceleration programs simultaneously with their on-going course schedule; they may be enrolled in intervention/ acceleration skills courses during winter or summer session breaks. They may meet with a mentor or student or adult tutor at regular intervals to assess and monitor their time management, organization and study skills.

Extensive analysis of available data indicates that various instructional design models are requisite for a campus with a diverse population such as that which BCCHS boasts. In particular, data analysis indicates that the factors contributing to below grade level performance are numerous and complex.

As a charter school, BCCHS will expand and enhance the many intervention opportunities for students.

We will continue to offer optional CAHSEE workshops for students who have not passed one or both sections of the exam (This is in addition to the required math class for students who have not passed the math portion of the CAHSEE). All students are invited to participate in 30 hours of tutoring sessions for the seven weeks immediately preceding the CAHSEE administrations in November and in March. Those students in Grade 12 who have not yet passed both sections of the exam are required to take one week CAHSEE “Boot Camp” tutoring in addition to CAHSEE Intensive Instruction Intervention in English and Math. These classes take place after school and on Saturdays.

In addition, BCCHS will continue to offer before and after school intervention opportunities in chemistry, physics and math. Our Freshman Academy will expand its tutoring program in Algebra, English, and Life Skills.

English Learners may take more intensive English classes geared to passing the CAHSEE exam. Evening informational meetings will be offered to provide parents with the resources to help students pass the CAHSEE. Various community college classes are offered after school to BCCHS students to increase the number of academic electives available. In addition, several required and elective classes (e.g. physical education, music, etc.) will meet periods 0 or 7 8 & 9 to further increase students' access to the curriculum.

***Self-Contained Freshman Intervention**

We will continue to offer and perhaps expand our self-contained freshman intervention self-contained class. Twenty-five incoming 9th graders are selected collaboratively by 8th and 9th grade counselors based on criteria including multiple course fails and good attendance in 8th grade. Taught by a multiple subject credentialed teacher, standards-based instruction is provided in English 9, Algebra 1, Biology, Intro to Art and Health/Life Skills in a self-contained classroom.

Strategies are implemented to reduce truancy/suspensions, increase parent communication on a daily basis and ensure continuous student accountability. Over a three year implementation, 70% of students enrolled in this program are on track to graduate. Without this program, most, if not all students were projected to drop out of high school.

The teacher continuously communicates expectations with students, parents, counselors, deans, psychologists, probation officers, PSA counselors and the school administration. Students leave this program upon completion of 9th grade, entering the small learning community of their choice, with graduation as a goal.

* This program was approved by the CSD's Executive Director

Algebra 1 Math Modules

Currently, a large number of students taking Algebra 1, fail the entire course. Since math is a discipline in which skills build upon other skills, students failing to master initial steps fall behind and spend the remainder of the year attempting to relearn concepts that later units require for mastery. What results is that many students fail one or both semesters of Algebra 1 and are then forced to retake the entire year in summer school, where sometimes, they fail it again, only to repeat the year of Algebra the following year. BCCHS has begun to offer these students struggling to master Algebra 1 a solution to perpetual failure.

Algebra 1 is known to be a gateway course for students at risk for dropping out. In other words, there is a direct correlation between students who fail Algebra 1 and those who drop out of high school. Demoralized by having to sit through an entire year of math concepts they don't understand, these students drop out. BCCHS has designed a program to ensure student mastery of Algebra concepts by requiring formal assessments of material every five weeks.

Each semester of Algebra 1 is broken down into four five-week modules. After every 5-week period of instruction, all students are assessed to determine their readiness for the next module. Students who demonstrate content mastery move on to the subsequent five-week module until they have completed the year of Algebra 1. Those who fail to demonstrate mastery of the content from that five-week module must repeat it until they master the content. Occasionally, students continue study within math modules into summer school. Upon completion of the four five-week modules of Algebra 1A, students are awarded 5 semester credits. Students completing the year of Algebra 1AB earn ten credits towards graduation. If a student does not pass a module after repeated attempts, he will be reassessed and placed in a class that better meets his mathematical abilities through remediation or acceleration instruction periods 0, 7, or 8 or during summer or winter session or Saturday school. After demonstrating readiness for Algebra 1 through mastery of intervention programs students will be enrolled in Algebra 1 again. By breaking down the content into four five-week modules, students can pass parts of Algebra 1 that were previously inaccessible to them. Rather than perpetually failing the entire semester of Algebra and falling farther behind in math comprehension and skills, students can move forward through the Algebra content as soon as they master the concepts they are being taught. Some students require a second review of material in order to demonstrate mastery of math concepts, but due to pacing plans that force students to cover material more quickly than they are able, they end up failing. Under the current system, students have no alternative but to fail entire semesters of math with little options for improving their math achievement. These five-week modules offer them an alternative. They have also resulted in students performing better in upper-level math courses.

Parental and Community Involvement

BCCHS recognizes the fundamental role that parents and family play in student achievement, and believes that parent expectations represent the key intrinsic ingredient that drives student success. We believe that education is successful when there is an ongoing partnership between the school and home communities. Research shows that the number one indicator of student success is not primary language, race, gender, or economic class, but the extent to which parents are involved in their student's education. When parents are actively involved in their children's schooling:

- Students show higher test scores

- Attendance rates improve
- Fewer placements in special education occur
- Attitudes towards school and behavior improve
- Graduation rates increase
- Teacher morale improves
- The Charter School enjoys a better reputation in the community and receives more support from families
- Student achievement improves

BCCHS communicates classroom curriculum and school expectations to parents in the form of a Course Catalog Handbook and Parent and Student Handbook, both of which are sent home to each parent or guardian every summer. Teachers also distribute course syllabi to every student with teacher expectations, grading scales, homework policies, and teacher contact information each fall. Students are required to procure parent signatures verifying that they have read and understand the class expectations.

In addition to communicating course and school expectations, BCCHS continues to improve both the frequency and quality of parent contact with BCCHS using the following tools:

- Teleparent – a phone communication system that, through Situational Student Messages, provides unique, customized messages delivered in the home language of participating students. The messages include behavior, achievement, and performance information specific to each student and are selected by certificated personnel and other authorized staff. Community Outreach Messages are made each weekend, and for special events. When a student is to receive a situational message and a community message, the message is combined. Emergency Calls can be made to over 1000 telephone numbers each minute during an emergency.
- Smart Attendance Calling Services – an automated system that seamlessly integrates the school’s data system to send messages to parents informing them of student absences and tardies.
- The BCCHS Web Page and BCCHS On-Line Community Forum – electronic access for parents and community members to have the opportunity to remain abreast of current school information and events.

BCCHS, in accordance with the Single Plan for Student Achievement, will develop with parents a written Parental Involvement Policy which is updated annually. It is distributed to all parents, and is available to all stakeholders – staff, parents, students and the community.

We will also provide a Home-School Compact to be signed by the staff, the students and the parents. The compact outlines the responsibilities of the stakeholders.

(See Appendix O for the BCCHS Parent Involvement Policy and Appendix P for the Home-School Compact.)

BSSH opened a Parent Center with a half-time Parent Liaison position to facilitate communication between school and home. BCCHS will continue the Parent Liaison position in addition to operating the center itself, the Parent Liaison coordinates various monthly informational meetings for different parent support groups, as well as coordinates a monthly Parent Chairs meeting, during which the chairs of the various organizations meet and confer. We recognize that the burden on parents of traveling students is particularly difficult because of the geographic distance between home and school. BCCHS will provide outreach to traveling families in English and other languages regarding student progress, parent education programs, and other opportunities to encourage parent awareness of and involvement in school activities.

Family surveys will be conducted to determine areas of greatest need for these students and their families. By partnering with local agencies and community resources, adult schools, occupational centers and community colleges, we will offer channels for students, their parents and family members to gain access to community resources that can assist with their areas of greatest need including: food and shelter, higher education, technical and job skills training, parenting classes, counseling and family support services.

BCCHS will continue:

- Publicizing available channels of communication including the BCCHS website, faculty email and voicemail; increasing the number of “open house” opportunities each year; developing a mark reporting system that provides more detailed information; implementing a parent hotline for urgent and immediate communication and problem-solving.
- Exploring and utilizing multiple methods of parental involvement, including student-teacher-parent contracts, outreach to parents of under-represented student groups, and mentoring programs.
- Greatly expanding parent education and informational programs to include contemporary adolescent issues, providing parent-access in person, by video, and by technology-driven formats.
- Encouraging parent volunteerism by strategically planning activities and school projects that serve to engender a sense of ownership and pride by parents and their students. Every parent has the ability to contribute something of worth.
- Communicate classroom curriculum to parents in the form of course descriptions, teacher expectations, grading scales, contact with teachers using conventional and technological means; teachers will be encouraged to produce videos, CDs and other media to take their classroom into the homes of

their students.

Notification to Parents and Students of the Transferability of Courses

BSHS currently offers A-G course requirements for UC and CSU and we are accredited by the Western Association of Schools and Colleges (“WASC”) for six years with a visit after three years. As a charter school, BCCHS will maintain accreditation from WASC and offer courses that meet the A-G university requirements. BCCHS will work with the UC staff to establish a course list for the independent charter school and will apply to the UC Board on Admissions and Relations with Schools Committee, as necessary, for new course approval.

All parents and students will be notified that BCCHS is WASC accredited and thus courses are transferable to other public schools and offers a-g college requirements and thus courses meet college entrance requirements in the following ways: summer mailings, school brochures, parent information nights, fall recruitment nights at feeder middle schools, updated website and online resource information, grade-level and new student orientations, grade level meetings, college awareness meetings and our monthly newsletter to the community.

Health and Human Services: Academic and Health Guidance

BCCHS is committed to students gaining skills and accessing learning opportunities in an active and preventative manner that ensures all students can achieve school success through academic, career and personal/social development experiences. The National Standards for School Counseling Programs shall serve as a model for our Health and Human Services programs. The Health and Human Services department will meet standards by developing comprehensive school counseling and guidance programs that are modeled on the national standards. The program will include the school nurse, counselors, and other qualified personnel.

We believe students need to be emotionally intact to learn effectively. Providing mental health support in the effort to address students’ emotional and social concerns therefore represents a salient function of school counseling; however the new National Standards for School Counseling Programs are comprehensive, and mental health services are subsumed in the context of promoting student success.

Comprehensive programs are developmental in nature, preventative in design and comprehensive in scope and purpose. As an integral part of a total education program, BCCHS shall continue to hire credentialed school counselors to ensure equity and access to services so that every student is challenged and supported to achieve his/her highest potential.

BCCHS will work to increase counseling services, hire a full time psychologist, and increase nursing services to include a health care assistant and a full time nurse.

By committing our resources to students' academic, counseling and health needs, we will be better prepared to meet the following goals:

- Enhance and promote the learning process
 - Provide a comprehensive orientation for all incoming 9th grade students
 - Develop student success programs
- Enable all students to achieve success in school
 - Develop a personal education plan for all students
 - Identify and counsel students who are performing below expectations.
- Provide support through
 - Classroom guidance curriculum
 - Group counseling
 - Impact-substance abuse
 - T.U.P.E.
 - Dating Abuse
 - Study and coping skills
 - Support programs for parents
 - Yellow Ribbon Suicide Prevention program
- Individual counseling services
 - At risk assessment
 - Referrals to outside agencies
 - Onsite LAPD Jeopardy program
 - Academic counseling with parents and certificated personnel
 - Referrals to student study team coordinator
 - Collaboration with community resources
 - College counseling and Peer College counseling programs
 - Parent college nights
 - Community college fairs
 - Financial aid nights for parents
 - Outreach programs
- Career counseling
 - Career Fair
 - Volunteer Fair

The comprehensive counseling program at BCCHS will be evaluated using measurable student competencies as defined by the National Standards:

STANDARD 1: ACADEMIC DEVELOPMENT

- Standard A
 - Students will acquire the attitudes, knowledge and skills that contribute to the effective learning in school and across the life span
- Standard B
 - Students will complete school with academic preparation essential to choose from a wide range of substantial post-secondary options, including college
- Standard C

- Students will understand the relationship of academics to the world of work, and to the life at home and in the community
- Work experience and ROP program

STANDARD 2: CAREER DEVELOPMENT

- Standard A
 - Students will acquire the skills to investigate the world of work in relation to the knowledge of self and to make informed career decisions
- Standard B
 - Students will employ strategies to achieve future career success and satisfaction
- Standard C
 - Students understand the relationship between personal qualities, education and training, and the world of work

STANDARD 3: PERSONAL/SOCIAL DEVELOPMENT

- Standard A
 - Students will acquire the attitudes, knowledge and interpersonal skills to help them understand and respect self and others
- Standard B
 - Students will make decisions, set goals and take necessary action to achieve goals
- Standard C
 - Students will understand safety and survival skills

BCCHS competency in each of the above areas will be evaluated as follows.

Student academic development will be assessed through a combination of quantitative and qualitative data and assessments including but not limited to: graduation rates, student grade point averages, and the accumulation of Us in work habits and cooperation. Data will be reviewed by BCCHS counseling and teaching faculty to inform program development.

Student career development will be assessed by examining student engagement, attendance and grades earned in career technical education (“CTE”) courses. BCCHS will also review the percentage of students completing CTE course sequences who demonstrate mastery of CTE standards and who gain entrance into post-secondary training programs and/or positions as interns or employees in a given career path.

Student personal and social development will be assessed by examining enrollment trends and access to intervention programs. The availability and depth of programs will be reviewed to determine how well intervention programs meet students’ personal and social needs. The Coordination of Services Team (“COST”) will serve as a model to streamline intervention programs and create a system to identify and evaluate appropriate interventions available to students.

Subgroups And Students With Special Needs

English Learners

English Learners (“EL”) include both Redesignated English Proficient (“REP”) students and Limited English Proficient (“LEP”) students. LEP students demonstrate limited English proficiency and have not been reclassified as REP students. They take English Language Development (“ELD”) courses designed to enhance fluency while they are learning English language skills. REP students have demonstrated proficiency in English Language through a variety of criteria as discussed below and are enrolled in English-only courses.

Overview

BCCHS will meet all applicable legal requirements for English Learners (“EL”) as it pertains to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirement. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding EL’s and the rights of students and parents. The BCCHS English Learner program will be research based reasonably designed for effectiveness, and regularly evaluated for effectiveness.

Home Language Survey

The Charter School will administer the home language survey upon a student’s initial enrollment into the Charter School (on enrollment forms).

CELDT Testing

All students who indicate that their home language is other than English will be assessed using the California English Language Development Test (“CELDT”) within thirty days of initial enrollment¹ and at least annually thereafter between July 1 and October 31st until re-designated as fluent English proficient.

The Charter School will notify all parents of its responsibility for CELDT testing and of CELDT results within thirty days of receiving results from publisher. The CELDT shall be used to fulfill the requirements under the No Child Left Behind Act for annual English proficiency testing.

Reclassification Procedures

¹ The thirty-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been CELDT tested. All other students who have indicated a home language other than English will continue with annual CELDT testing based upon the date last tested at the prior school of enrollment.

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 CELDT
- 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.
- 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 and 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.
- The Student Oral Language Observation Matrix will be used by teachers to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage.

Strategies for English Learner Instruction and Intervention

Given current school demographics, BCCHS estimates that approximately 19.7% percent of its students will be classified as EL. We are dedicated to providing EL students with an exceptional education and transitioning them into English proficiency as soon as possible. However, we also recognize the importance of valuing students’ native languages, and will reinforce an appreciation for the cultures, customs, and languages of all students through the school’s core curriculum, enrichment programs, and life-skills curriculum.

BCCHS will seek to hire faculty who have received Cross-Cultural Language and Academic Development (“CLAD”) training and certification or the California Commission on Teacher Credentialing recognized equivalent. As many of our students are English Learners, all faculty will employ scaffolding techniques, performance based instruction, reciprocal teaching, Specifically Designed Academic Instruction in English (“SDAIE”) teaching techniques, multi-faceted approaches to addresses various modalities and learning styles of students with auditory, visual, and kinesthetic learning strengths as well as other innovative practices to ensure that all students are provided with

multiple avenues to access the curriculum.

For both REP and LEP students, special programs will be developed to maximize time for students to interact with native English speakers in their classes through language exchanges, elective English-Spanish paired courses, culturally directed events and outreach opportunities for EL students and their families.

Students who enter BCCHS identified as EL will be offered voluntary tutoring after school and access to enrichment opportunities outside of the traditional school day. Immersion in the classroom is the preferred model for mastering the English language. EL students' English Language Development progress is monitored by certificated personnel, and qualified staff. Using the Highpoint ELD curriculum for our REP students and Read 180 and Prentice Hall curriculum tools for our REP students, our goal is to transition EL students into the general education program prepared for academic success as soon as possible.

BCCHS will ensure that all EL teachers are trained in SDAIE techniques, have CLAD certification and are otherwise qualified to teach our EL students. Should a student not be officially identified as EL, but nevertheless struggle with mastery of the English language, he/she will be monitored regularly via various assessment techniques to ensure his/her mastery and retention of the material.

BCCHS will translate written materials sent home as needed to ensure that parents/guardians of EL students understand all communications and are involved in all processes related to the English language development of their student.

Plan for High-Achieving Students

This student population will be identified by many methods such as CST, Grades, Gifted and Talented Education ("GATE") and recommendation from counselors and/or teachers.

We believe that all students are entitled to receive a content rich, academically rigorous educational experience that prepares them for a multitude of post secondary possibilities. With almost 10 percent of our current student body identified as gifted and talented, we are committed to meeting the needs of this special needs population. Over 30 sections of honors classes and Advanced Placement course offerings are available to students beginning in grade 9. In addition, gifted and talented students have access to additional specialized programs within our five SLCs that offer specialized study or training in career technical education course sequences.

Students designated as gifted and talented are enrolled in rigorous honors and Advanced Placement ("AP") courses where they are challenged among their peers as a method of differentiated instruction. All teachers of gifted and talented students are required to complete on-going training in their subject area, in differentiated instruction, as well as obtain certification by The College Board for any AP courses they teach.

High achieving students will be instructed through varied and rigorous instructional methodologies including, when appropriate, independent study opportunities, multi-step student-directed projects, creative media format projects, Socratic seminars, mock-situations such as mock-trial and mock-crime scene investigations, deductive and inductive studies, hands-on experimentation, extension assignments designed to engage gifted learners beyond the classroom. Additionally, counselors and classroom teachers assist in finding opportunities for these students achieving beyond grade level to engage at challenging levels through course placement, peer-tutoring, and internship/community college courses that meet their needs for demanding instruction. Counseling for low-achieving gifted students will also be implemented to encourage maximum engagement and student achievement and satisfaction within BCCHS. Low achieving gifted students will be identified through regular progress reports and from teacher and counselor observations. Students who are designated gifted and are earning below satisfactory progress reports will be referred for intervention as needed.

Enrichment opportunities such as field trips and visits to community and real-world locations to apply learning will also be available for gifted students. Outreach to colleges and universities will provide greater possibilities for all students, including our high achieving students. We believe that successful college and university applicants are exposed to experiences resembling university life and education while in high school. In addition to honors and Advanced Placement opportunities, we believe, as do more universities, that high school students must be exposed to significant research opportunities prior to college, either on our campus or at a college or university through our current or future partnerships. We are committed to facilitating these opportunities for our students.

Students of Low Socio-economic Status

BSSH is designated as a Title 1 school with at least 66% of students designated as having a low socio-economic status. BCCHS aims to enhance the education of our students with low socio-economic status by lowering class sizes to ensure a quality education for all students. Lower class sizes will increase access to the instructors, curricular material, and enrichment opportunities and will enable students to benefit from more focused attention. We will continue to offer tutoring programs before and after school funded through Title 1 to address the academic achievement needs of our low socio-economic students. We will make every effort to provide access to social and psychological community resources for students and their families to ensure students come to school well-prepared to learn and succeed in their academic goals. Family surveys will be conducted to determine areas of greatest need for these students and their families. By partnering with local agencies and community resources, adult schools, occupational centers and community colleges, we will offer channels for students, their parents and family members to gain access to community resources that can assist with their areas of greatest need including: food and shelter, higher education, technical and job skills training, parenting classes, counseling and family support services.

Likewise, we will continue to develop programs on site to address the psycho-social, physical and emotional needs of these students so that they can focus on their academic and educational goals and achieve them. We are investigating bell schedules that will allow for a breakfast period for students, intervention and mentoring opportunities and flexibility for high achieving students with low-socioeconomic status who want to explore community resources and opportunities such as concurrent enrollment at community colleges and job internships.

Students in Special Populations

BCCHS will strive to address the academic needs of all special populations of students including: economically disadvantaged students, single pregnant women, single parents, foster youth, students preparing for non-traditional training and employment as well as students with other barriers to educational achievement such as limited English proficiency. BCCHS will target these special populations through specific academic counseling sessions to identify learning and post-secondary goals. They will be directed to mentoring and peer tutoring programs as well as receive social needs assessments, one-on-one counseling services, and flexibility with scheduling. BCCHS will make every effort to ensure students in special populations have access and equity to available social services, Career Technical Education programs within SLCs, job training programs, college and career counseling. BCCHS recognizes the significant challenges faced by students in special populations and will ensure their access to programs that empower them to utilize the educational resources available and receive the support they need. Counselors, such as the diploma counselor, PSA counselor, or a community outreach coordinator, in addition to academic counselors, will target these students in order to partner them with services they need.

Serving Students with Disabilities

Prior to Los Angeles Unified School District (“LAUSD”) Governing Board approval, Birmingham Community Charter High School will either execute a Memorandum of Understanding (“MOU”) by and between the Los Angeles Unified School District (“LAUSD”) and Birmingham Community Charter High School regarding the provision and funding of special education services consistent with the requirements of the LAUSD Special Education Local Plan Area (“SELPA”) Local Plan for Special Education or provide approved legal verification of membership in another state-approved SELPA with agreement to adhere to the LAUSD’s MCD requirements.

Charter School Petition Statement Regarding MCD Requirements

All charter schools chartered by the Los Angeles Unified School District (“LAUSD or the District”) Governing Board are bound by and must adhere to the terms, conditions and

requirements of the Chanda Smith Modified Consent Decree (“MCD”) and other court orders imposed upon District pertaining to special education. The MCD is a consent decree entered in a federal court class action lawsuit initially brought on behalf of students with disabilities in LAUSD. It is an agreement of the parties approved by the federal court and monitored by a court-appointed independent monitor. The MCD includes eighteen statistically measurable outcomes and facilities obligations that the District has to achieve to disengage from the MCD and federal court oversight. All charter schools are required to use the District’s Special Education Policies and Procedures Manual and Welligent, the District-wide web-based software system used for online IEPs and tracking of related services provided to students during the course of their education. As part of fulfilling the District’s obligations under the Modified Consent Decree, data requests from charter schools that are not connected to the District’s current Student Information Systems (“SIS”) are made on a regular basis. The requested data must be submitted in the Office of the Independent Monitor’s required format and are as follows:

- # The Independent Charter School Suspension/Expulsion Report, due monthly throughout the school year.
- # Paper SESAC Report and Welligent Student Listing Verification, due monthly throughout the school year.
- # CBEDS, which is due at the end of October of Each School Year.
- # All Students Enrolled December 1 of Each School Year, due at the end of December every school year.
- # Graduation Status of 12th Grade Students Enrolled on December 1, due at the end of June every school year.

The District is currently in the process of developing an Integrated Student Information System (“ISIS”) as required by the MCD. Although most charter schools are not currently utilizing the District’s current SIS, the MCD requires all charter schools to implement the use of ISIS once it is developed.

ELEMENT 2 MEASURABLE STUDENT 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 school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program.
California Education Code Section 47605 (b)(5)(B)*

As our overall outcome objective, BCCHS intends that its students meet or exceed achievement levels of similar populations of students. In accordance with the ESLRs, every student who graduates from BCCHS will be an effective communicator, an information manager, a problem solver, a productive member of society and a lifelong learner.

Standards Based Curriculum

A standards-based curriculum is one that provides for each essential subject area the specific content to be known and understood and the specific skills to be acquired. The California State Board of Education (“SBE”) and State Superintendent of Public Instruction (“SPI”) have adopted standards-based curricula for the essential subject areas of Language Arts, Mathematics, Science and Social Studies. BCCHS will use these California standards as the center of its academic programming.

Once the SBE and SPI adopt standards-based curricula in the areas of Fine Arts and Health/Physical Education, BCCHS will also use these. Until then, the faculty of the Charter School will use the California Department of Education Curriculum Frameworks in these subject areas, and from the frameworks BCCHS will derive a working set of student performance standards.

Goals for the Demonstration of Skills, Knowledge, and Attitudes - Measurable Outcomes

BCCHS shall meet all statewide standards and conduct student assessments required pursuant to Section 60605 and 60851 of the California Education Code and any other statewide standards authorized in statute or student assessments applicable to students in non-charter schools.

BCCHS shall strive to meet its API growth and AYP under the NCLB. Courses will meet “A-G” requirements of the University of California and the California State University, and meet accreditation standards as established by the Governing Board of the Western Association of Schools and Colleges.

When and How Student Outcomes Will Be Assessed

Students will be given assessments four times each semester to determine their mastery of

the above skills, knowledge and attitudes. This will be accomplished through means such as observation of their activities and their production of meaningful work, classroom examination, state-mandated tests, discipline, certification, Career Path exams and/or other assessment tools that may be deemed appropriate by BCCHS. Departments will create common quarterly assessments each semester in addition to end-of semester assessments. Students will demonstrate mastery of curricular material in order to promote to the next level of the course. Students’ academic progress toward meeting graduation goals and post-secondary career readiness may be observed in SLCs where faculty may recommend appropriate intervention and/or academic placement for students.

Currently, BSHS has instituted 5-week math modules for Algebra 1A. Students must demonstrate mastery of each five-week module before promoting to the next level. If a student does not pass the quarterly assessment, he must repeat the module. Students must repeat modules until they pass the assessment and demonstrate mastery of concepts that will ensure their success in advanced course levels. We will adopt a similar assessment program for each core discipline wherein student mastery of concepts will be frequently assessed and the results used to determine whether or not a student promotes to the next level of the course.

(See Appendix G for Table of Curriculum and Assessments.)

BCCHS shall pursue the following pupil outcomes to be measured as described below.

OUTCOME	METHODS OF MEASUREMENT
Meet AYP annually	AYP determination
Meet Academic Performance Index Growth Target annually	Academic Performance Reports
All students demonstrate mastery of at least 75% of curricular material in each core discipline.	Benchmark assignments, formative and summative assessments given each semester
All students will demonstrate 5% gains in each area of CST scores each year	Annual STAR tests
15% of students achieving at the Far Below Basic or Below Basic will increase proficiency to move up to Basic or above.	Annual STAR tests
10% of students achieving at the Basic level will increase proficiency to move up to the Proficient level or above.	Annual STAR tests
5% of students achieving at the Proficient level will increase their proficiency to move up to the	Annual STAR tests

Advanced level.	
Raise API by another 25 points for the 2009-2010 school year from 669 to 694 Raise API to 750 by end of five-year charter term..	API scores
Aim to raise the CAHSEE pass rate by 5% the first year of the charter	CAHSEE scores
90% of eligible students will graduate.	Graduation data for eligible students
Increase in percentage of EL students reclassified as REP within first two years of attending BCCHS	CELDT

Promotional Standards

Mastery of the standards for each course will be the basis for promotion. Because BCCHS students will spend significantly more time on task compared to their counterparts in District schools, BCCHS expects to see a high promotion rate than the District's average. Teachers will assess a student's progress on a quarterly basis in order to gauge whether the student is mastering the objectives throughout the year. The program design of BCCHS is to ensure that all students succeed. Extended day programs will provide teachers with the time needed to do remediation work when necessary. Students who are in jeopardy of retention may be individually counseled and given extra help in their specific areas of concern. Students who continue to struggle may be provided with tutoring from outside sources.

In addition to progress reports, in-class tests and teacher observations, students' STAR and California Standards Test scores, and where applicable, the California English Language Development Test scores will also be taken into account for promotional purposes.

Retention

Students must earn 55 credits per year in order to promote to the next grade level. Students who do not meet the performance standards for advancement to the next grade or course may be retained in their current grade in accordance with their applicable promotional academic credits. These students identified earlier in the academic year will be supported by the Coordination of Services Team ("COST") program.

Attendance Requirements

BCCHS will comply with Education Code Section 47612.5 in regard to the annual required number of offered minutes of instruction. BCCHS will explore innovative scheduling and calendars. Attendance is required of all students during school hours.

BCCHS will not accrue attendance credit for any student who is absent from school. Students with excessive absences may fail to meet course requirements. Students who are frequently absent will be referred for appropriate intervention through the COST program.

Accountability

All stakeholders in the BCCHS community are responsible for providing the opportunity and environment conducive to student achievement. The BCCHS Governing Board will be accountable for monitoring and assessing student progress and continued evaluation of ways in which progress may be improved. Students and parents are ultimately responsible for achievement of the above-entitled goals.

BCCHS will strive to ensure that all students demonstrate mastery of at least 75% of curricular material in each core discipline. Those students who do not demonstrate adequate mastery will receive mandatory intervention via remediation/acceleration programs as necessary. These programs will be offered before and after school, on Saturdays, and during summer and winter sessions. All students will demonstrate 5% gains in each area of their CST scores each year. Through our Student Information System (“SIS”), data will be tracked and managed to ensure students are making achievement gains accordingly. 15% of students achieving at the Far Below Basic or Below Basic level will increase proficiency to move up to Basic or above. 10% of students achieving at the Basic level will increase proficiency to move up to the Proficient level or above. 5% of students achieving at the Proficient level will increase their proficiency to move up to the Advanced level.

We also aim to raise our API by another 25 points for the 2009-2010 school year from 669 to 694 and to 750 or above by the end of our first term as a charter school.

BSHS already has an extremely high CAHSEE pass rate for 10th grade students. We aim to raise the CAHSEE pass rate by 5% the first year.

BCCHS will strive to ensure *all* students master content standards and graduate prepared for post-secondary educational and career goals. In the first year as a charter school, BCCHS will maintain the goal of a 90% graduation rate.

Benchmarks to be met

The achievement of the Charter School will be measured in both growth and absolute measures and will be compared to the achievement of selected District schools that are similar in demographic and other characteristics. The criteria for selecting the comparison schools are:

I. Comparison Schools

In gauging the success of the charter school during the renewal term, a group of comparison district schools will be selected that meet the following criteria:

1. The total student population is within 10% of the charter school enrollment;
2. Students eligible for free/reduced lunch are within 10% of the charter school enrollment;
3. The English Language Learner population is within 10% of the charter school enrollment; and
4. The student ethnic populations are within 10% of the charter school enrollment.

II. Primary Growth Measures

Growth in student achievement is the primary measure that will be used to determine whether the school has been an academic success in its renewal period. The growth of the Charter School will be measured annually against the growth of the comparison schools. At the time of renewal, if the Charter School has met all of the following benchmarks either in the previous year or in two of the previous three years, the Charter School will be considered an academic success:

1. The Charter School's "value added" for English Language Arts is greater than the median value added for the comparison schools (prepared annually by PERB.)
2. The Charter School's "value added" for Math is greater than the median value added for the comparison schools. (Prepared annually by PERB)
3. The Charter School's API growth is 1.25 times the median growth of the comparison schools.
4. The Charter School's API growth for all subgroups is 1.25 times the median growth of the comparison schools.
5. The decrease in percentage points of students scoring Below Basic & Far Below Basic on the CST for ELA is 1.25 times the median decrease for the comparison schools.
6. The decrease in percentage points of students scoring Below Basic & Far Below Basic on the CST for Math is 1.25 times the median decrease for the comparison schools.
7. The increase in percentage points of students scoring Advanced & Proficient on the CST for ELA is 1.25 times the median increase for the comparison schools.

8. The increase in percentage points of students scoring Advanced & Proficient on the CST for Math is 1.25 times the median increase for the comparison schools.
9. The increase in percentage points of students scoring Early Advanced & Advanced on the CELDT is 1.25 times the median increase for the comparison schools.

III. Other Measures

If the Charter School fails to meet the primary growth measures, the following measures will be considered to determine whether the school should, nevertheless, be considered an academic success:

1. The Charter School's API score at the time of renewal is greater than the median API score for the comparison schools.
2. The percentage of Charter School students scoring Advanced & Proficient in ELA on the CST is greater than the median percentage for comparison schools.
3. The percentage of Charter School students scoring Advanced & Proficient in Math on the CST is greater than the median percentage for comparison schools.
4. The percentage of Charter School students scoring Below Basic & Far Below Basic in ELA on the CST is below the median percentage for comparison schools.
5. The percentage of Charter School students scoring Below Basic & Far Below Basic in Math on the CST is below the median percentage for comparison schools.
6. The percentage of charter school EL students redesignated to English proficiency is greater than the median for comparison schools.
7. The school has met its AYP goals and is not in Program Improvement.

IV. Annual Self-Study

Applying the measures in II and III above, the Charter School will submit to the LAUSD Charter Schools Division an annual progress report. The district will identify the comparison schools, provide the names and

specific data by which they were selected. LAUSD PERB will prepare annual report on “value added” benchmark. The Charter Schools Division will review the progress report and provide comments to the Charter School within 60 days.

V. Board Discretion

At the time of renewal, the Charter Schools Division will present an analysis of its findings with respect to II and III above, with a recommendation for action. The determination of whether a charter will be renewed will be based upon the requirements of the Education Code and is within the purview of the Board determination.

ELEMENT 3
METHODS OF ASSESSING STUDENT PROGRESS TOWARDS MEETING
OUTCOMES

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

The methods of measurement of outcomes as described in Element 2 is outlined above in the chart describing the outcomes to be pursued by BCCHS along with the methods to measure each.

Testing

If the Charter School does not test (i.e., STAR, CELDT, CAHSEE) with the District, the Charter School hereby grants authority to the state of California to provide a copy of all test results directly to the District as well as the Charter School.

Our Underlying Beliefs Regarding Student Assessment

We believe assessment of student progress is an extremely valuable tool for teacher growth and school wide improvement. Schools have traditionally made use of very limiting models of student assessment: multiple choice, end-of-year exams, publisher-produced end of unit tests, etc. We believe in an assessment process that calls for teacher collaboration, fosters teacher communication and learning from one another, and provides students with an opportunity to monitor their own development. Teachers will access student assessment data at regular intervals and will use that information to inform curricular and instructional decisions. Student and school achievement data will be provided to parents of BCCHS students and community stakeholders through a comprehensive annual report published at the beginning of each school year.

Assessment

BCCHS believes that student progress in meeting standards should be determined through multiple measures that are valid, reliable and fair.

Therefore:

- Weekly and accurate assessment of student progress in mastering grade-level standards is essential to the success of any instructional program and ensures quality for all students.
- Classroom and school assessments are based on content that every student has had the opportunity to learn and master.
- Assessment is critical to the appropriate placement of students to ensure the opportunity to succeed at their ability levels and paramount to stemming the flow

of drop-outs.

- Students are adequately prepared for assessments that appropriately measure their abilities.
- Administrators promote a comprehensive approach to assessment. On-going assessment provides students, parents and certificated personnel specific and constructive feedback to inform instruction and learning.
- Decisions about instruction are driven by assessment data. Both qualitative and quantitative data (aggregated and disaggregated) are current, easily retrieved, analyzed, understood, and used to drive instruction.
- Administrators are aware of and apply appropriate, legal accommodations for testing students with special needs, including English Learners.

Forms of Assessment

In order to support our instructional program and meet our identified student outcomes, assessment measures will take various forms:

Standardized Tests

The STAR battery of tests, including the California Standards Test and the CAHSEE will be administered during the year.

Performance Assignments

Performance assignments are projects, papers, or tasks that require students to produce or create a product. While they are more open-ended than multiple-choice exams, they are always aligned to content standards. Performance assignments provide the teacher with an opportunity to see if students understand important concepts and can apply them to actual work. BCCHS will develop school-wide performance assessments to evaluate student progress toward meeting academic standards and graduation requirements. Departments, through their benchmark and core assignments, will continue to develop performance assignments, formative and summative assessments.

Rubrics

Rubrics will be developed to evaluate student work. Rubrics may be tailored to a particular classroom assignment, may be department wide for a benchmark or core assignment, or school-wide involving all teachers and students.

Assessment Schedule

The Curriculum and Instruction Standing Committee, comprised of faculty selected

through the protocols set forth in our bylaws, may develop a school wide assessment schedule. Individual teachers and departments may develop a system for assessing students that closely aligns with their instructional goals. Ongoing, periodic assessment is an integral part of the teaching/learning process. Assessment of student progress will take place at the end of units of study, after individual lessons, and periodically when students have had opportunities to internalize new concepts.

Collaborative Scoring

At BCCHS, teachers are problem solvers and collaborators, just as students are. Throughout the year, teachers will meet to score student work. We aim to develop a school culture that focuses on powerful teaching and learning. Collaborative assessment is a tool for teachers to talk about their teaching and improve their practices. As teachers assess student work, they will identify instructional practices that are effective for students, set goals for their teaching, and share successful lessons, strategies and classroom practices.

To ensure that all statewide performance standards are met and to ensure continual evidence of student learning, BCCHS shall conduct testing pursuant to Education Code Section 47605(c) as well as its own assessment and evaluation process as they apply to the individual and our own school performance. Assessment tools may include, but are not limited to, the following:

1.) Standards-based Skills (California State Content Standards) Assessments:

- California High School Exit Exam (CAHSEE)
- California Standards Test
- Teacher Evaluation and Assessment

2.) Additional Performance Indicators

- Secretary's Commission on Achieving Necessary Skills (SCANS)
- Preparation for Post Secondary Options Assessments:
 - a-g completion requirements (UC/CSU)
 - Armed Services Vocational Aptitude Battery (ASVAB)
 - California English Language Development Test (CELDT)
 - Career Profiler
 - College Board Advanced Placement Exams
 - Fitness Gram
 - Kaufman Test of Educational Achievement (KTEA II)
 - Placement Exams (Subject A, Entry Level Mathematics (ELM) and English Placement Test (EPT) or similar community college data)
 - PSAT, SAT, SAT II

Some of these assessments will provide achievement and assessment data, at their option, for BCCHS from external sources. The SAT and SAT II are not required exams for

BCCHS, however students pursuing college admissions will take these exams and can provide their testing data to BCCHS. Similarly, placement exams such as the Subject A, ELM and EPT will not be taken on BCCHS campus, although practice assessments that will aid students in preparing for these exams will be administered periodically by faculty and college counseling personnel.

3.) WASC and ESLRs: At BCCHS, teachers, students, staff and parents are committed to creating a learning community where all graduates are able to:

- Access and organize information
- Communicate effectively
- Solve problems thoughtfully
- Act responsibly

4). Assessments: for measuring success of student achievement.

Standards Based Assignments:

- *(Grade Level/Subject Matter Designed Core and Benchmark Assignments)*
- Computer Literacy Competency
- Senior Project
- Student Self Assessments
- Department-Teacher Standards-based Assessments based upon clearly specified criteria
- Longitudinal/survey and other data collected to evaluate student progress
- Voluntary community service through clubs and/or organizations
- API, AYP
- CST statewide Exams

We are looking for a Student Information System that is appropriate to the needs of BCCHS. The system we adopt must have the ability to manage and track the following data: attendance, demographics, ongoing assessment, course schedules and credits, discipline, customizable reports, robust security and networking back ups, student activities, data extraction, etc. BCCHS will adopt an SIS program that enables the management and tracking of above data for improved student achievement. We are examining the strengths of various SIS programs to ensure that student data is accurate, manageable and easily quantifies student growth and areas needing more growth in our charter school. The SIS system will be a key component of our school's ability to quickly and appropriately address the needs of students performing below mastery in each curricular area.

Once assessment data is collected by faculty, it will be entered into the SIS and analyzed by departments during professional development time to determine areas of weakness in concept acquisition and instructional methodology. Such analysis will occur frequently throughout the semester, but at a minimum, four times following each periodic assessment. Data will be disseminated to students after each periodic assessment and it will be communicated to parents through print, email, or telephone contact and at required Parent Information Nights each semester. School-wide data will be uploaded onto the

school website and will be assembled into a data book available to all stakeholders in one or more locations on campus. Some data may be accessed online through the website or remotely providing the SIS is internet accessible.

School Accountability Report Card

The governing board of BCCHS shall develop and cause to be implemented a School Accountability Report Card.

- (a) The School Accountability Report Card shall include, but is not limited to, the conditions listed in Education Code Section 33126.
- (b) Not less than triennially, the governing board shall compare the content of the School's Accountability Report Card to the model School Accountability Report Card adopted by the State Board of Education.
- (c) The Governing Board shall annually issue a School Accountability Report Card, publicize such reports, and notify parents or guardians of students that a copy will be provided upon request.

Grading Policy

Students will be assessed for a variety of skills using tools that measure their competency in course content knowledge, reading, and writing. Students must demonstrate their mastery of skills through a variety of modalities. Grades assigned will correspond to students' level of mastery as demonstrated in coursework for each discipline.

ELEMENT 4
THE GOVERNING STRUCTURE OF THE SCHOOL

*The governing structure of the school, including, but not limited to,
the process to be followed by the school to ensure parental involvement.
California Education Code Section 47605(b)(5)(D)*

BCCHS shall be a directly funded independent charter school and will be operated as a California non-profit public benefit corporation pursuant to California law.

BCCHS will operate autonomously from the District, with the exception of the supervisory oversight as required by statute.

BCCHS and/or its non-profit corporation will be solely responsible for the debts and obligations of the charter school.

Attached, as Appendix H, please find the BCCHS Articles of Incorporation, Corporate Bylaws, and Conflicts Code.

BCCHS Governing Board shall conduct all meetings in accordance with the Brown Act of the State of California.

BCCHS Board of Directors

The mandate of the Board of Directors (referred to as the “Governing Board”) consisting of stakeholders of BCCHS is to implement the guiding mission of BCCHS as articulated in this Charter. In order to do so the Governing Board is empowered to operate as the decision-making body in regard to school-wide policies. The governing structure is designed to foster participation by all stakeholders, and assure the effectiveness of local school control and accountability. As such, the Governing Board will exist to establish policies for the Charter School, to affirm or reject policy recommendations made by the Advisory Council, and to evaluate the CEO. Board member stakeholders will meet regularly with their constituencies to ensure that decisions are representative of each constituent group. For example, parents will have access to the school phone dialer, have a mailbox on campus and a voicemail extension in the Parent Center. They will meet at least one time per month to discuss student achievement data and related decision-making topics. As part of the Charter School’s mission, it is vital that pupils witness and participate in the Charter School’s collaborative process of policy development and decision-making.

School-wide policies under the purview of the Governing Board include, but are not limited to:

- Strategic planning
- Annual budget development and approval

- Fiscal oversight
- Selection, evaluation, and when necessary, termination of administrators and managers
- Oversight in the hiring, evaluation, and when necessary, termination of members of the faculty and staff
- School calendar
- Admission requirements
- Oversight of curricular and extra-curricular programs
- Community service programs
- Graduation requirements
- School facilities and safety
- Pupil behavior and performance, including but not limited to academic achievement and mitigation, attendance, dress and decorum, maintenance of a clean campus, open-campus and other privileges, participation in extra-curricular activities and discipline proceedings.
- School-Community relations
- Establishing an ad hoc hiring committee composed of a variety of stakeholder representatives, depending on the position being hired for.

The Governing Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, hiring and evaluation of the CEO, termination of employees, and the adoption of Governing Board policies. These delegated duties will focus on implementation, rather than policy-setting, as this is the responsibility of the Board. The Governing Board 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 Governing Board 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 Governing Board members.

Composition of the Governing Board

The Governing Board shall consist of eleven (11) voting members: four (4) certificated staff members, one (1) Non-Certificated Staff Member, one (1) Parent, and five (5) at-large members from the BCCHS community. All terms except that of the parent representative (which shall be for one (1) year), shall be for two (2) years. As limited by the Corporations Code, no more than 49% of the Board positions may be held by “interested” persons. Should the law change necessitating a change in Board composition, such change may be made by the BCCHS stakeholders without the need to submit the change to the District for approval. The District shall be promptly notified of any such

change.

In order to foster a cooperative and collaborative relationship, facilitate communication, encourage a meaningful articulation of ideas, and promote mutual understanding among the charter and non-charter schools within LAUSD, one Representative of LAUSD will be permitted,

in accordance with Education Code Section 47604(b), to serve as a member of the Governing Board. If the District appoints a member, the size of the Board will be increased to twelve (12) members.

For a policy or motion to be passed, a majority of voting board members will be needed to approve.

A quorum will be a majority of members--six (6)--of the seated Governing Board.

The first board will have staggered terms to ensure a continuity in governance throughout the first three years of charter implementation, as follows:

- five (5) positions with a three (3) year term: two (2) certificated staff members, one (1) non-certificated staff member, and two (2) community members; and
- six (6) positions with a two (2) year term: two (2) certificated staff members and four (4) Community Members).

(See Appendix I for Qualifications of Governing Board Members.)

Board Member Selection

Certificated Staff Representatives

Certificated staff representatives may be nominated or may self-nominate for board representation and will be elected by a simple majority vote of all currently employed BCCHS certificated staff members. In the event that one or more of the representative seats are unfilled by the voting process, the elected Board members shall appoint a person who qualifies as an At Large Rep to fill the seat until a representative teacher can be selected per the process outlined above. In the case of a Board appointment, the appointment must be ratified by a majority vote of the current BCCHS UTLA Bargaining Unit.

Non-Certificated Staff Representative

The Non-Certificated representative may be nominated or may self-nominate for board representation and will be elected by a simple majority vote of all currently employed BCCHS non-certificated staff.

Parent Representative

The Governing Board members shall appoint an ad hoc committee composed of current BCCHS employees, including certificated and classified staff, which shall be charged with the following:

In January, solicit nominations of qualified candidates, instruct interested nominees to submit a statement of candidacy (resume consisting of experience, qualifications, interest, and understanding of BCCHS, its history, goals, etc.). Candidates may be nominated or may self-nominate for board candidacy.

In February and March, post candidates information in the parent center and host two meetings for all parents to hear candidates' statements and answer questions from parents regarding their representation on the board.

In April, facilitate an election in which parents will participate to select the parent candidate to represent them on the board.

At-Large Members

The Governing Board members shall appoint an ad hoc committee composed of current BCCHS educators and community members, which shall be charged with the following:

In January, solicit nominations of qualified candidates, instruct interested nominees to submit a statement of candidacy (resume consisting of experience, qualifications, interest, and understanding of BCCHS, its history, goals, etc.). Candidates may be nominated or may self-nominate for board candidacy.

In February, the committee will meet to review candidate statements, interview candidates and recommend to the Board the candidate(s) for further consideration.

In March, recommended candidates will address the elected Board and respond to questions from those Board members. This item shall be posted on the Board's agenda so that interested parties can comment to the Board on the proposed nominees.

In April, the currently seated Board members will vote to select five of the qualified candidates to fill the five at large seats for a two (2) year term beginning on July 1st of the current year.

Board Member Terms (beginning upon the expiration of the first boards' term)

- Each Governing Board member, after the expiration of the first board's term, shall serve a term of two (2) years.
- No board member may serve more than two elected terms consecutively.

- After two consecutively elected served terms, an individual must take one year off before running for election again.
- Governing Board terms begin with the fiscal year on July 1st after an election year and end on June 30th the following fiscal year. Elections will be held in the Spring Semester, before the end of the fiscal year when a board member's term is ending and special elections may be called whenever necessary to fill a board seat.

President of the Governing Board

Each fiscal year, the Board will elect from its membership a President by a simple majority vote of all Board Members. Any member of the Board may be eligible for this position, regardless of which stakeholder group he/she represents.

The President may choose to resign the Presidency with a letter of resignation, in which case the Governing Board will elect a new president for the remainder of that term.

The President may be recalled from the Presidency at any time by a 2/3 vote of the Governing Board. In this case, the Governing Board will elect a new president for the remainder of that term.

Governing Board Meetings

The Governing Board shall meet monthly or more often as needed. The Board will attempt to achieve consensus in the determination of school-wide policy. When consensus cannot be reached, decisions will be determined by vote, with the will of the majority prevailing.

The BCCHS Governing Board will also solicit the participation of members of the community who do not have a direct stake in or accountability for the Charter School's educational mission and outcomes as expressed in this charter. Members of the community may attend board meetings consistent with open meeting requirements.

All Governing Board meetings will be held in accordance with the Brown Act. Meeting agendas will be posted at least 72 hours prior to regular meetings in various locations on campus, including the main office, student leadership class, library and parent center. Meeting minutes and Board actions will be posted within 72 hours following the meeting in the same locations on campus. Other notifications will include the newspaper notices, the BCCHS website, mailers to local community agencies (Lake Balboa Neighborhood Council, Encino Chamber of Commerce) and feeder schools. Phone messages will be sent to students and parents. Parents who make their e-mail address available to the school will receive meeting notices, Board actions and minutes within 72 hours following the meetings.

BCCHS will maintain in effect general liability and board errors and omissions insurance policies.

Recall Procedures

Of Teacher Representatives:

Signatures of 40 percent of the certificated personnel of BCCHS are needed in order to initiate recall procedures of certificated staff representatives. Within two weeks of receiving a petition to recall certificated staff representatives, the CEO will oversee a vote of the faculty by secret ballot. A two-thirds vote by the certificated personnel of BCCHS will recall the Certificated Staff Representative in question.

Of the Parent Representative:

If concerns regarding the parent member are expressed by parents to the Board President, then it is the responsibility of the President to consider the validity of these concerns and decide whether a recall vote regarding the parent member in question is appropriate. A two-thirds vote of the Governing Board is needed to recall the Parent representative in question.

Of the Non-Certificated Staff Representative:

Signatures of 40 percent of the non-certificated staff of BCCHS are needed in order to initiate recall procedures. Within two weeks of receiving a petition to recall a non-certificated staff governing board member, the CEO will oversee a vote of the non-certificated staff by secret ballot. A two-thirds vote by the non-certificated staff of BCCHS will recall the Non-Certificated Staff Representative in question.

Of the At-Large Members:

If concerns regarding the at-large members are expressed to the Board President, then it is the responsibility of the President to consider the validity of these concerns and decide whether a recall vote regarding the at-large member in question is appropriate. A two-thirds vote of the Governing Board is needed to recall the At-Large Representative in question.

Replacement Procedures

If a Governing Board Member wishes to resign, he or she will submit a letter of resignation to the President of the Governing Board.

If a Governing Board Member resigns or is recalled, an election (as determined by the type of Board Member) will be held to replace the Board Member for the remainder of that term. If the replacement Board Member completes his predecessor's term in under 12

months, this replacement term will not count as that Board Member's first term. At the end of the first term, the replacement Board Member may run for a second term. At the end of a second term, one year must be taken off before running again.

Governance Structure

BCCHS believes that we will best serve students via a bottom up philosophy of governance. We envision faculty, staff, parents, students, and administrators bringing their concerns and ideas to one or more standing committees of the Governing Board through attending and participating in open committee meetings and submitting written proposals to the committees. The standing committees will then work to create policy recommendations and programs in the areas of their purview based on the input they receive from stakeholders.

Standing Committees

The Governing Board shall propose standing and temporary (ad-hoc) committees to focus on specific tasks and/or policy recommendations, such as those listed in the initial description of the Governing Board's purview stated previously. (See Appendix J for Composition of Standing Committees.)

Examples of standing committees are as follows:

- Curriculum and Instruction - curriculum, instructional delivery, professional development, graduation, technology, school calendar and scheduling. All academic department chairs or their designees are required to serve on this committee.
- Student Services - school safety, security, attendance, and student needs.
- Human Resources - employee contracts, salary, benefits, incentives, and work related issues.
- Facilities and Operations - this committee will not manage the day to day running and maintenance of the plant, but will determine new construction, appropriation of bond measure and other such funds, policy on facilities rental, and other plant improvements and policies, among others.

Changes to standing committees (e.g. composition, purview etc.) may be made at any time by the BCCHS Governing Board, and shall not be considered a material revision to the charter.

The Governing Board shall clearly define the purpose and decision-making authority of each standing committee. Consistent with legal requirements, standing committees will make it a practice to seek the input of stakeholders by publishing their meeting times and agendas and by communicating with the school community on a regular basis. Meetings

of the standing Committees will be held in accordance with the Brown Act. In fulfilling its defined purpose, each standing committee will seek input from affected stakeholders at BCCHS. All advice/decisions of the standing committee will be consistent with the authority granted by the Governing Board and the standing committee's defined purpose. A standing committee shall have no authority to act in contravention with the Charter School's current bargaining agreements and shall not supersede or relieve any obligation by BCCHS to collectively bargain when legally required.

The Governing Board will establish Board policy through recommendations by its standing committees or Board established ad hoc committees which will draft policy recommendations to submit to the Governing Board for approval. Policy recommendations may include the following: graduation requirements, curriculum, professional development, new construction, use of facilities, budgetary policy, requirements for audits, dress code, attendance policy, special student programs, and student discipline. In non-policy decisions, whenever possible, and appropriate, the Governing Board will seek input from standing or Board established ad hoc committees. The Governing Board will not be required to seek input on any matter which would legally be heard in closed session pursuant to the Brown Act.

Each standing committee will be required to meet a minimum of once a month, but more often as necessary. In addition, to ensure that decisions are not made in isolation from the Board, an Advisory Council shall be formed including the chairs of each standing committee, a teacher member of each standing committee, the Chief Business Officer and the CEO. The Advisory Council members will be required to meet a minimum of once a month, but more often as necessary, and will be expected to attend Governing Board meetings, Advisory Council meetings, and their own standing committee meetings to ensure School wide communication in decision making.

Special time will be set-aside during regular faculty meetings for Charter School governance updates. At this time, Advisory Council members and other standing committee members will be expected to report to the faculty and staff the activities of their groups, seek faculty and staff input, and promote school wide discussion of issues. This time will also provide any faculty or staff member the opportunity to update the entire group on developing events around campus.

Fiscal Management

A campus financial office will be established and staffed by the Chief Business Officer ("CBO") who will oversee all financial matters on campus. Budget allocations and expenditures are public records which may be requested through this office. Each standing committee may be authorized to manage the portion of the Charter School's budget under its previously stated purview and only in alignment with the authority granted by the Governing Board. The Governing Board may authorize a standing committee to make final financial decisions regarding specified portions of the Charter School's budget.

The CBO will identify all expenditures necessary by law and budget for them from the general fund. These would be items such as payroll, benefits, utilities, and supervisorial oversight and special education encroachment as applicable and required by law. The standing committees will propose their needs to the CBO from a “zero-based budgeting” approach, which means that all expenditures would be justified and not necessarily solely based on past practices, although they would serve as a guide. The CBO, standing committee chairs, CEO, and administrative staff will review the proposals from the standing committees together and revise, if necessary, as they prepare the budget. The resulting budget will be sent to the standing committees for review, input, and eventual recommendation to the Governing Board. A simple majority of the standing committees must recommend the budget to the Governing Board for approval. In the event that a simple majority cannot be reached in a timely manner, the CBO has the authority to pay for essential ongoing costs such as utilities, salaries, health benefits, and other daily operational expenses. The Governing Board may also act on the budget without a majority if the budget has failed to reach a majority after two attempts or if necessary to meet the timelines required by Education Code Section 47604.33.

Once each standing committee receives its allocation from the overall budget, that committee will determine through a process set down in its by-laws how to spend those funds. Standing committees will monitor block grants to ensure that resources are allocated to students for whom they were intended. The Advisory Council, before recommendation to the Governing Board, must review changes to the current overall budget.

Leadership Compensation

BCCHS leaders, including Governing Board members and standing committee chairs, will receive no compensation beyond mileage or actual expenses incurred in service as Board members or committee chairs.

(See Appendix K for Governing Structure Flow Chart.)

Conflict of Interest

The Charter School has adopted a conflicts code which complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and which shall be updated with any future charter school specific conflicts of interest laws or regulations. As required, the Conflicts Code will be submitted to the County Board of Supervisors for approval.

Members of the Charter School’s executive board, any administrators, managers or employees, and any other committees of the Charter School shall comply with federal and state laws, nonprofit integrity standards and LAUSD’s Charter School policies and regulations regarding ethics and conflicts of interest.

The terms of this charter contract are severable. In the event that any of the provisions are determined to be unenforceable or invalid under the provisions of California State

Charter Schools Act or other relevant state and/or federal statutes, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by LAUSD and the Governing Board of BCCHS. The District and the Charter School agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely, good faith fashion in accordance with the dispute resolution procedures set forth in the charter.

Open Meetings

The Charter School will comply with the Brown Act, as described above.

Grievance Procedure for Parents and Students

The 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. The Charter will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

The 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.

The 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.

LAUSD Charter Policy

BCCHS will comply with the District Board policy related to charter schools, as it may change from time to time as long as such policy is provided to the charter school and aligns with applicable law and sound educational programs and practice.

Responding to Inquiries

The Charter School shall promptly respond to all inquiries, including but not limited to, inquiries regarding financial records, from the District and shall consult with the District regarding any inquiries. The Charter School acknowledges that it is subject to audit by LAUSD including, without limitation, audit by the District Office of the Inspector General.

Notifications

Notification is to be made to the LAUSD Charter Schools Division of any notices of workplace hazards, investigations by outside regulatory agencies, lawsuits, or other formal complaints, within one week of receipt of such notices by the Charter School.

Audit and Inspection of Records

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

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

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

- Compliance with terms and conditions prescribed in the Charter agreement,
- Internal controls, both financial and operational in nature,
The accuracy, recording and/or reporting of school financial information

ELEMENT 5 EMPLOYEE QUALIFICATIONS

*The qualifications to be met by individuals to be employed by the school.
California Education Code Section 47605(b)(5)(E)*

BCCHS will select its own staff. Consistent with any legal requirements or contractual obligations, positions will be posted on the Charter School's web site and through various other media. The standards for employment will be based on education background, training, experience, and other qualities. The goal of BCCHS will be to select the best-qualified employees.

Consistent with legal requirements or collective bargaining agreement obligations, the conditions and requirements for employment stated in the charter petition including, but not limited to, qualifications, selection, duties, discipline, evaluation and related procedures may be negotiated and amended by the Board of BCCHS and, if applicable, exclusive representatives without the need to amend the charter.

Staff Selection

Staff racial-ethnic balance will continue to comply with Federal laws requiring that no teaching staff be identified as intended for students of a particular race, color, national origin, affiliations, political or religious acts or opinion, ancestry, gender, actual or perceived sexual orientation, physical disability, medical condition or age. BCCHS shall not discriminate against qualified applicants or employees on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, or any other characteristic protected by California or federal law.

Selection Procedures

When teacher, administrator or classified vacancies occur, the Governing Board of BCCHS will establish an ad hoc Hiring Committee, which shall:

- Announce openings
- Recruit applicants
- Request resumes
- Interview and select candidates

The ad hoc Hiring Committee shall consist of stakeholder representatives including the administrators, teachers, classified staff and parents.

Process:

Candidates will submit the following for consideration by the ad hoc Hiring Committee:

- Resume detailing educational and professional experience, membership in professional organizations, and other relevant information.
- Letter(s) of recommendation from previous Principals, Department Chairs, immediate supervisors, and/or colleges attended (for newly certificated teacher) or other documentation relevant to assessing professional ability/aptitude.

All staff applicants will be required to:

- Provide medical clearance (including TB test results)
- Submit fingerprints for background investigation (DOJ)
- Furnish a criminal record summary as required in Education Code Section 44237
- Provide proof of legal employment status
- Sign child abuse reporting requirement
- Sign drug-free environment requirement

Day-to-Day Substitutes

BCCHS will utilize qualified substitutes from our own substitute pool or the services of an outside provider. BCCHS will ensure that substitutes have submitted fingerprints for background investigation and cleared for employment.

Staff Job Descriptions

Representative job descriptions are included in Appendix L. These may be altered by the Board as necessary to most effectively staff the school and evaluate staff.

Staff Credentials, Requirements And Qualifications

As an independent charter school, BCCHS reserves the right to make personnel decisions which shall adhere to any applicable collective bargaining agreements in place and applicable state laws.

Collective bargaining agreement will be negotiated through an MOU after approval of the charter.

Teachers and other bargaining units will vote for their representation after being hired by the charter.

BCCHS will ensure that all new employees comply with the following:

- Provide evidence of required credentials or certifications or qualifications to ensure suitability for a given position
- Provide proof of citizenship or proper documentation for employment in the U.S.
- Undergo fingerprinting and background checks. All employees will be required to

complete a criminal background check before beginning employment in accordance with Education Code Section 44237

- Receive, when necessary, Fidelity Bond Coverage maintained by BCCHS to cover all employees who handle, process, or otherwise have responsibility for BCCHS funds, supplies, equipment, or other assets.
- Undergo clearance procedures for employment, including TB testing and clearance.

An employee will not be permitted to begin work until all of the above requirements have been met.

Administration

Administrators at BCCHS should possess experience/qualifications in the following: leadership abilities, skill in hiring and supervising proficient certificated personnel, technological and data –analysis experience. The administrative team should also possess a comprehensive education vision that is consistent with the school’s mission and educational program.

Chief Executive Officer

The CEO will have authority to execute and oversee administration of the policies established by the BCCHS Charter. The CEO will be selected, hired, evaluated, and when necessary, replaced by the Governing Board in accordance with the Board’s bylaws and any applicable employment agreement. The CEO’s performance evaluation will be conducted in a closed session of the Governing Board. At the end of each school year, the Governing Board, along with the CEO, will set professional goals and create employment evaluation criteria for the following year.

Criteria for CEO candidates include the following:

- MA degree or its equivalent
- Teaching credential
- Minimum of seven years classroom teaching experience
- Administrative Services Credential
- Positive references
- Evidence of educational experience after college

The Management Team (4 Directors)

This team will assist the CEO in the implementation of school-wide policy and administering the day-to-day operation of the Charter School. All members of the Management Team will be responsible to the CEO. The Governing Board will provide input to the CEO regarding the Management team to determine whether it needs to be altered in order to fulfill the school’s mission and goals as expressed in this charter.

Criteria for administrative director candidates include the following:

- MA degree or its equivalent
- Teaching credential
- Minimum of five years classroom teaching experience
- Administrative Services Credential (Pupil Personnel Services credential for Assistant principal of Counseling)
- Positive references
- Evidence of educational experience after college

Chief Business Officer

The Chief Business Officer will possess experience with public school accounting systems and knowledge of generally accepted accounting standards.

- Graduation from a recognized college or university, preferably with a major in business or public administration, or related field.
- Minimum of three years executive or administrative experience in a public or private organization that included multiple business functions.
- Experience in a variety of the following areas: accounting, budgeting, contract administration, data processing, food services, personnel administration, procurement

The Board reserves the right to alter these terms without amending the charter.

Teachers

Except in those cases when flexibility is allowed by law, teacher candidates must possess all appropriate credentials or certificates as required by Education Code Section 47605 (1) as well as meet criteria for effective teachers as established by BCCHS and the “highly qualified” requirements of the No Child Left Behind Act.

Counselors, Coordinators, Deans and other non-teaching certificated staff

All professional non-teaching personnel shall possess the appropriate credentials for specific positions such as Pupil Personnel Services credential for Counselors, a Professional Clear credential for Deans and Coordinators, or an appropriate California state license for a school psychologist.

Candidates for these positions are required to have evidence of professional training and/or experience. A Bachelors degree is required. Desirable qualifications would include a Masters or higher degree with full clear credentials/licenses for the appropriate field.

The Governing Board may need to place exceptions to the above qualifications for hiring non-teaching certificated staff in special circumstances such as counselors from other states who possess adequate professional training and are qualified to receive a California credential within a reasonable amount of time after being employed. The Governing Board will hire certificated personnel and administrators whom they deem qualified for the sought after position; BCCHS reserves the right not to accept any District must-place faculty, administrators or staff.

Classified Employees (Non-Certificated)

Classified employees, including office staff, plant maintenance staff, instructional aides and paraprofessionals serve in support roles to keep the Charter School operating efficiently. The Management Team, in consultation with the staff, will maintain job descriptions and qualifications for all non-teaching, classified positions.

Office staff will demonstrate competency in communication, use of the computer and office equipment, and the ability to interact appropriately and decisively with the school community. Job-specific competencies such as record-keeping, filing, inventory and typing will be determined based on specific clerical needs, as developed by the school administrative assistant.

Plant staff will demonstrate competency in communication and the ability to follow a schedule developed by the plant manager to maintain assigned areas of buildings and grounds in a clean, sanitary, and safe condition.

Paraprofessionals who provide instructional assistance are required to possess a high school diploma or General Education Development (GED) and one of the following: completion of 60 semester units or 90 quarter units from a recognized college or university, possession of an associate or higher degree, from a recognized college or university, or receipt of a passing score on the LAUSD Instructional Assistance Test. Paraprofessionals will comply with NCLB.

These job descriptions and qualifications will be reviewed and approved by the Governing Board.

Employee Compensation

Upon commencing operations and until negotiated otherwise, for all work basis employees BCCHS will adhere to the salary scheduled in contracts agreed upon by BCCHS and representative units. Starting salaries will be equal to or greater to those provided by the LAUSD to its employees- However, BCCHS has the right to set work schedules with comparable compensation based on student needs, staffing patterns and fiscal capabilities.

CEO, CBO and Administrative Team

- Work calendar and corresponding salary shall be approved by the Governing Board
- Additional compensation will be offered for additional leadership responsibilities are defined by the Governing Board

Chief Executive Officer (CEO) / Principal

The CEO will have authority to execute and oversee administration of the policies established by the BCCHS Charter. The CEO will be selected, hired, evaluated and, when necessary, replaced by the Governing Board in accordance with the BCCHS Governing Board's bylaws (enclosed). The CEO evaluation will be presented in a closed session of the Governing Board. At the end of each school year, the Governing Board, along with the CEO, will set goals and create evaluation criteria for the following year.

Criteria for CEO candidates include the following:

- Master's degree or its equivalent
- Teaching credential
- Minimum of seven years classroom teaching experience
- Administrative Services Credential (Pupil Personnel Services credential for Assistant Principal of Counseling)
- Positive references

The CEO will:

- Maintain charter requirements
- Report to and be accountable to the Governing Board
- Be involved in the development of the budget
- Serve as liaison to the community, legal and financial advisors, LAUSD, county and state
- Attend Governing Board meetings as a non-voting member
- Be responsible for implementation of Governing Board decisions related to the charter document
- Seek and procure charter grants, local, state, federal and alternative sources of funding

Chief Business Officer

A finance and accounting professional who is passionate about public education reform is the ideal candidate for the Chief Business Officer (CBO) at Birmingham Community Charter High School (BCCHS). This position offers a detailed-oriented, highly organized professional the opportunity to apply finance and accounting expertise in a unique way, the evolving public charter school

movement. This position reports to the BCCHS Board of Directors.

About Us

BCHHC is a comprehensive charter high school in the San Fernando Valley, comprised of 3,200 students. The mission is to dramatically improve the quality of public education for our students through high student achievement in our low-income neighborhood through the vehicle of a community-based charter public school.

Primary Responsibilities

The CBO will be responsible for the oversight of the finance and accounting for BCCHS. Responsibilities will include, but are not limited to:

- Act in a controller capacity for BCCHS. This includes monitoring the general ledger on a monthly basis and approving all journal entries, and approving and signing checks. This also includes approving bank reconciliations and preparing and higher-level journal entries such as depreciation, debt and year-end accruals.
- Act in a CFO capacity by preparing a written financial statement analysis and presenting financial reports to top management of the school and the schools' boards of directors.
- Review financial position of the school and ensure proper internal controls and processes are in place at the school site.
- Be knowledgeable in areas of payroll, compliance, attendance accounting, and insurance.
- Serve as a liaison between the School, private entities, and various local, state and federal government agencies such as LACOE, EDD, IRS, CDE and the local district.
- Prepare and monitor budget including estimated revenues and expenditures.
- Prepare for and oversee year-end financial audits by an independent auditor.
- Oversee payroll and retirement reporting.
- Renew insurance ensuring that coverage is adequate and price is competitive.
- Provide support services such as selecting a food service vendor.
- Supervise up to three staff that may include Accounting Associate(s) and Accounts Payable Administrator(s).
- Constantly look for ways to add value through cost savings programs or revenue enhancement.
- Apply principles of logical thinking to a wide range of intellectual and practical problems.

Qualifications

- CPA or MBA with concentration in accounting, finance, business administration or related field.
- Demonstrated ability to formulate plans and policies and analyze and make sound recommendations on complex problems.
- Demonstrated organizational, communication and interpersonal skills.
- Exceptional customer service skills
- Strong written and verbal communication skills
- Interest and commitment to education reform.

Compensation

Salary is commensurate with experience. Benefits include medical, dental, vision, retirement, disability a

Job Description for AP/Director position

Primary Duties:

Support the Executive Director/Principal
Communicate early and often
Be a collegial and supportive school team member
Support the school educational vision, goals and plans
Provide educational classroom resources for teachers and students
Provide a safe and secure environment for student learning
Improve teacher morale
Unite all stakeholders
Improve school-community relations

Professional Development

Plan and provide comprehensive professional development for certificated and classified staff to improve student achievement. Observe teaching and provide feedback for teachers. Provide assistance and guidance for teachers; evaluate staff.

Discipline

Oversight of campus student discipline and supervision of students. Assist campus deans. Responsible for campus-wide safety and security of students and staff. Design and support an efficient campus supervision schedule. Oversee campus security aides. Support, monitor and evaluate the effectiveness of the school discipline policy and security personnel and look for ways to improve campus safety. Work with school police. Expulsions.

Athletics

Oversight of school athletics. Work with the athletic director to maintain a high standard of school excellence and assist with monitoring of coach and athlete eligibility, integrity and compliance with all City, CIF and Birmingham High sports rules, policies and procedures. Design and administer school athletic supervision duties. Assist the head coaches with team needs. Monitor team finances.

Smaller Learning Communities

Oversight of Smaller Learning Communities (SLC). Staff selection, master schedule, admissions, attendance, collaborate with coordinators, supervise instruction, conduct teacher professional development, assist and monitor performance of SLC deans, certificated and classified staff. Provide educational resources for teachers and students. Conduct yearly certificated and classified staff evaluations.

Physical Plant

Responsible for the school physical plant. Coordinate all campus work with the plant managers including but not limited to all campus maintenance, new construction, improvements and repairs. Work with outside contractors to ensure quality work and fair prices for all campus construction projects.

Perform other duties as assigned.

Teachers

- Teachers should be highly qualified and are assigned to work per bargaining unit agreement
- Additional compensation will be offered for additional teaching responsibilities as defined by the Governing Board

Teacher Job Description:

Each certificated staff member teaching in the classroom for which he/she shall be properly credentialed is responsible for the following classroom duties:

- Setting-up and breaking down the classroom at start and finish of school year
- Providing and distributing course materials and texts
- Establishing and communicating clear academic and behavioral expectations to students
- Delivering and reviewing material to ensure student mastery of content and related skills
- Regularly assessing student work to ensure student mastery of content and related skills
- Maintaining regular communication with students and parents regarding students' academic progress and related behavior
- Maintaining appropriate classroom management to ensure all students have access to a sound educational experience
- Differentiating instructional methods to provide access to course content for learners with multiple modalities
- Facilitating student preparation for and participation in individual, department level, school-wide, state and other mandated testing for students

Additionally, each employee is responsible for all related professional duties. Such professional duties include the following:

- Instructional planning
- Preparing lesson plans in a format appropriate to the teacher's assignment
- Preparing and selecting instructional materials
- Reviewing and evaluating the work of pupils
- Communicating and conferring with pupils, parents, staff and administrators
- Maintaining appropriate records

- Providing leadership and supervision of student activities and organizations
- Supervising pupils both within and outside the classroom
- Supervising teacher aides when assigned
- Cooperating in parent, community and open house activities
- Participating in staff development programs, professional activities related to their assignment, independent study and otherwise keeping current with developments within their areas or subjects of assignment
- Assuming reasonable responsibility for the proper use and control of school property, equipment, material and supplies
- Attending faculty, departmental, grade level and other meetings called or approved by the immediate administrator.

Paraprofessionals

- Paraprofessionals should be highly qualified and are assigned to work the same days as certificated personnel
- Additional compensation will be offered as needed for student support

Job Description for Paraprofessional

Definition

Assists a teacher or other certificated employee in conducting instructional activities, providing student services, modifying student behavior, and communicating with parents, and performs related manual and clerical tasks.

Typical Duties

Assists a teacher or other certificated employee by performing duties such

as:

- Reading to students, drilling them in subject matter presented by the teacher to maintain or improve learning skills, assisting students in library or computer lab activities, correcting work papers and scoring tests, and supervising a group while the teacher is busy elsewhere in the classroom.
- Collecting and distributing materials, monitoring classes during tests, helping to set up or arrange furniture and audio-visual and other equipment, and storing or disposing of materials.
- Monitoring assigned areas on school grounds to assist in enforcing safety and disciplinary rules.
- Making home contacts (by phone or in person) to review school or center programs with parents or community groups, to assist in establishing or maintaining cooperative relationships, to resolve problems related to attendance or behavior, and to encourage parental involvement.
- Posting information on classroom records, filing materials, storing supplies, running errands, operating simple office equipment, and performing other miscellaneous duties. Preparing instructional, display, and work materials.

In addition to classroom duties, may perform such duties as:

- Supervising or assisting in supervising students at bus loading and unloading zones and during bus travel
- Monitoring student behavior in rest rooms and locker rooms to prevent rule violations or unsafe activities.
- May accompany students on bus trips.
- Performs related duties as assigned.

Distinguishing Characteristics Among Related Classes

A paraprofessional works in a school under the immediate supervision of a teacher or other certificated employee. Assigned duties involve assisting in instructional reinforcement activities with students; performs routine manual tasks, class-related clerical tasks and classroom monitoring; and assists in communications with parents.

Class Qualifications

Knowledge of:

- Safety rules and procedures to be observed by students
- Standards of courtesy and behavior expected of students
- Correct grammar

Ability to:

- Speak English clearly and effectively
- Read English aloud with ease
- Write legibly on a chalkboard
- Draw simple sketches
- Enforce safety and disciplinary rules
- Learn to operate equipment such as copy machines
- Work cooperatively with teachers and others

Entrance Qualifications

Education:

Paraprofessionals who provide instructional assistance are required to possess a high school diploma or General Education Development (GED) and one of the following:

- Completion of 60 semester units or 90 quarter units from a recognized college or university
- Possession of an associate or higher degree, from a recognized college or university
- Current enrollment in a recognized college or university preferably in a bachelor's program.

This class description is not a complete statement of essential functions, responsibilities, or requirements. Requirements are representative of the minimum level of knowledge, skill, and/or abilities. Management retains the discretion to add or change typical duties of a position at any time.

Other Classified Employees

- Work will be in accordance with bargaining unit contracts
- Overtime opportunities will be offered when necessary as determined for smooth operation of the school plant and office administration and when deemed fiscally responsible

Salary schedule

All employees will be compensated at levels that are at least equal to or better than the current applicable LAUSD salary schedule assignment. To promote collective responsibilities and teamwork among staff members, additional incentive plans will be developed and implemented (subject to any possible collective bargaining requirements) in an equitable manner when the fiscally sound budget supports it. BCCHS will negotiate compensation per the terms of any applicable collective bargaining agreement.

Differentials and Stipends

Upon commencing operation as a charter school, all differentials and/or stipends will be paid based on current Birmingham High School rates and eligibility criteria.

Birmingham has committed to building its capacity and using its funds to meet the needs of students. For unrepresented employees, the compensation will be reviewed annually and for represented, compensation will be determined by collective bargaining agreement.

However, depending on BCCHS's fiscal health, additional differential and/or stipend categories may be negotiated, including:

- Bilingual Differential for those certificated personnel with a BCLAD or Bilingual Credential and who are teaching in a distinct Master Plan program class
- Mentor Teacher
- National Board Certified Teacher
- Degree Differential
- API Growth incentives
- Special Education
- Technology, Math or Science
- Attendance incentives
- Department Chairperson

Employee Roles And Functions

Chief Executive Officer

- Maintain charter requirements
- Report to and is accountable to the Governing Board
- Involved in the development of the budget
- Serve as a liaison with the community, legal and financial advisors, LAUSD, the county and the State
- Attend Governing Board meetings as a non-voting member
- Is responsible for implementation of Governing Board decisions related to charter
- Seek and procure charter grants, local, state, federal and alternative sources of funding

Management Team Directors

- Supervise day-to-day operation of the Charter School
- Implement the policies determined by the Governing Board
- Oversee the instructional program
- Evaluate staff effectiveness
- Oversee the business practices of the Charter School
- Provide effective communication with community members and families of students in attendance
- Assist with scheduling
- Support students and staff in accordance with the BCCHS Mission Statement and established goals
- Attend meetings of the Governing Board and standing committees

Chief Business Officer

- Preparation and control of budgets and expenditures
- Procurement of supplies and equipment
- Provision of food services for students and employees
- Negotiation and administration of contracts
- Evaluate organization, policies, and procedures
- Present business services items before the BCCHS board
- Confer with representative of private firms, other agencies and the public in regard to matters affecting BCCHS interests
- Establish records and prepare required reports to assure compliance

Teachers

- Provide a quality, enriching curriculum
- Provide continual assessment of student progress and maintain accurate and timely records
- Continually evaluate classroom environment that reflects and facilitates the academic program
- Continue to work on professional growth

- Provide for open communication with all members of the school community
- Adhere to all charter school policies as established by the Governing Board
- Support student discipline policies

Paraprofessionals, under the direct supervision of a teacher

- Assist in conducting instructional activities
- Provide student services
- Modify student behavior
- Communicate with parents
- Perform classroom-related manual and clerical tasks

Classified Employees

- Cleaning, safety and operation of plant
- Performing functions in an office and providing work direction of personnel
- Support the instructional program by operating the school efficiently
- Communicate and model appropriate behavior for students

Performance Evaluation

All employees will retain any applicable rights of due process in accordance with applicable California law and collective bargaining agreements, including notice of deficiency, opportunity to improve, reevaluation, and determination that appropriate procedures were followed. Unless exceptions are negotiated with the applicable exclusive representative, all Certificated Personnel (including counselors) are protected by all pertinent sections of the California Education Code.

CEO and Management Team (Directors)

The Governing Board will establish specific goals based on the “California Professional Standards for Education Leaders” for the CEO at the end of the school year. The Governing Board will evaluate the accomplishment of all goals and make recommendations for the next school year as needed. The Governing Board shall evaluate the CEO. The CEO shall evaluate the rest of the administration team and make recommendations to the Governing Board. The Board may review, modify or revoke the contracts based on these recommendations.

Certificated Staff

Upon commencing operations and unless and until bargained otherwise, BCCHS will continue to use the STULL forms. All evaluations will be conducted by the school Management Team, (the CEO and Administrative Team). In the future, BCCHS has the

right to negotiate its own personnel evaluation instruments that are aligned with the California Professional Teaching Standards.

Paraprofessionals

Paraprofessionals will have ongoing supervision and observation by teacher(s) and an immediate supervisor. Each will have a completed written evaluation by an administrator at the end of the year and a conference to review the evaluation.

Evaluation of Non-Teaching, Non-Certificated Employees

The CEO and relevant members of the Management Team, in accordance with collective bargaining agreements, will conduct performance reviews of non-certificated staff. Any system of evaluation of non-certificated staff shall include a grievance procedure that is aligned with any applicable collective bargaining agreement requirements

Other Classified

All employees will be observed and evaluated by their immediate supervisor. The CEO will evaluate managers, i.e. cafeteria, physical plant, student store, etc. Each will have a completed written evaluation form at the end of the year and a conference to review the evaluation.

Recruitment Of Teachers

BCCHS believes that the recruitment and hiring of qualified staff must reflect the needs of the students and the community.

Available positions will be advertised in print publications, on our website, in union and local area district print and online publications, in professional forums, and in credentialing and graduate schools of education. Applications will be received and interviews will be conducted as described in the “Staff Selection” section above.

We will utilize peer coaching to develop and retain effective teacher-leaders who have clear vision, courage and skill to take action, and confidence to include diverse perspectives in making decisions.

At BCCHS:

- Leaders recruit, hire, support and develop staff that is most qualified to help all students achieve standards.
- Leaders assign the most qualified staff to serve students. Highly qualified staff includes certificated personnel who are certified to serve English Learners when the student population includes a significant number of English Learners.

- Leaders proactively recruit and hire certificated personnel and other staff who evince a strong ethical principle of educational equity and excellence and dedication to achieve it.

ELEMENT 6 HEALTH AND SAFETY

*The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school record summary as described in Section 44237.
California Education Code Section 47605(b)(5)(F)*

In order to provide safety for all students and staff, BCCHS will adopt and implement full health and safety procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts. The following is a summary of the health and safety policies and facilities management and risk management policies of BCCHS. These policies will be incorporated as appropriate into the Charter School's pupil and staff handbooks and will be reviewed on an ongoing basis in the Charter School's staff development efforts and Governing Board policies. Health and Safety Policies shall be in place before school starts and employees shall be trained annually on the policies. A full draft will be provided to the District for review at least 30 days prior to operation.

Health Policies

6.1 Role of Staff as Mandate Child Abuse Reporters

All BCCHS faculty and staff are mandated child abuse reporters under state and federal law. All employees shall comply with California state law reporting procedures and follow the same policies and procedures used by LAUSD.

6.2 TB Testing

Faculty and staff will be tested for tuberculosis prior to commencing employment and working with students as required by Education Code Section 49406.

6.3 Immunizations

All students enrolled and staff will be required to provide records documenting immunizations to the same extent 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.

6.4 Medication in School

BCCHS will adhere to Education Code Section 49423 regarding administration of medication in school.

6.5 Vision, Hearing/Scoliosis

Students will be screened for vision, hearing and scoliosis. BCCHS will adhere to Education Code Section 49450, *et seq.*, as applicable to the grade levels served by the Charter School.

6.6 Blood Borne Pathogens

BCCHS shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board shall establish a written infectious control plan designed to protect employees and students 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, staff and students shall follow the latest medical protocol for disinfecting procedures.

6.7 Drug Free / Alcohol Free / Smoke Free Environment

BCCHS shall function as a drug, alcohol and tobacco free workplace.

6.8 Comprehensive Sexual Harassment Policies and Procedures

BCCHS is committed to providing a school that is 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 has developed a 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).

Indemnification

A charter petition must include the following indemnification provision:

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

its vendors, contractors, partners or sponsors.

Safety Policies

BCCHS will continue to maintain a Safe School Plan. The Charter School will enhance school safety by collaborating with the Los Angeles Police Department and LAUSD School Police on prevention. In addition, the Charter School will continue to conduct required as well as other emergency drills, such as lockdown and intruder on campus, to simulate possible emergency scenarios. As a neighboring school, BCCHS will collaborate with High Tech LA Charter and Independence Continuation High School on safety plans.

6.8 Background Checks

Employees and contractors of BCCHS will be required to submit to a criminal background check and furnish a criminal record summary as required by Education Code Section 44237 and 45125.1 prior to commencing employment or the contracted position. New employees not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary.

The CEO of the Charter School shall monitor compliance with this policy and report to BCCHS Board of Directors on a semiannual basis. A Board designee shall monitor the fingerprinting and background clearance of the CEO. Volunteers, not under 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.

6.9 Freedom from Harassment Policy

All BCCHS students and staff members are entitled to work and learn in an environment that is free from verbal, physical, sexual, or emotional harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, medical condition, marital status, gender, sexual orientation, disability, age, or proficiency in English.

Harassment can consist of, but is not limited to, the following: jokes, name-calling, gestures, the display of pictures or symbols, written notes, innuendoes, comments, or other behavior that offends or shows disrespect to a student or staff member on the basis of race, religion, national origin, gender, sexual orientation, disability, age, or proficiency in English. Sexual harassment can consist of, but is not limited to, the following: sexual advances, requests for sexual favors, and/or other verbal or physical conduct of a sexual nature.

Students, family members, or staff members who have a concern about harassment should make a written complaint to the CEO or his or her designee. The CEO or his or her designee will respond to concerns in writing in a timely manner and appropriate disciplinary action will be taken.

6.10 Emergency Preparedness

BCCHS will continue to follow the safety and emergency preparedness plan, which was developed per the guidelines set forth by LAUSD. This plan also includes:

- Responses for fire, flood, earthquake, terrorist threats, and hostage situations
- Staff training on emergency procedures
- Emergency preparedness exercises once each school year
- Storage of water, food, and first aid supplies for three days as outlined in LAUSD's emergency preparedness bulletin

Facilities Management

6.11 Facility Safety

BCCHS shall comply with Education Code Section 47610 by utilizing facilities that are compliant with all laws, ordinances, rule and regulations applying to a public school facility such as but not limited to the Field Act, and the Americans with Disabilities Act. 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.

6.12 Asbestos Management

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

6.13 Pest Management

Methods used by BCCHS for pest control will comply with the Healthy Schools Act.

6.14 Transportation

BCCHS will provide transportation for curricular and athletic trips pursuant to any contracts.

6.15 Capacity

As space becomes available, we are committed to collaborating with LAUSD to ensure that the currently enrolled number of traveling students continue to have access to space at BCCHS. The Governing Board, based on space availability, will determine Open Enrollment, CAP and PWT permits annually.

6.16 Food Services

BCCHS will provide for food services through an outside vendor or other contract. Provision of food services shall comply with state regulations. BCCHS will ensure that its contracted food services vendor will follow all applicable laws governing the safety and quality of food. If BCCHS does not contract with LAUSD, it will ensure that its food services vendor reviews and takes into consideration LAUSD's Food Services Branch's sample menus, nutritional guidelines, and sanitation standards. Additionally, all employees of the food services vendor will complete a background check pursuant to Education Code Section 45125.1.

6.17 Contract Development

BCCHS will always utilize effective business practices which will result in the best quality at the best price. Contracts for service, equipment and alterations/improvements will be submitted to multiple bidders at the discretion of the BCCHS Board.

6.18 Maintenance

Notwithstanding, BCCHS will be responsible for routine maintenance, including but not limited to custodial, gardening, landscaping, and tree trimming services and will comply with LAUSD approved maintenance policies. BCCHS will either contract with the District or hire an outside vendor for these services as determined by the BCCHS Board.

Notwithstanding, BCCHS shall enter into an agreement with LAUSD for the use and occupancy of the school facilities in a form substantially similar to the attached.

6.19 Alteration, Improvement and Modernization

Alteration and improvements (A & I) and modernization projects will be paid for by BCCHS and any alteration, addition or improvement work on district property must not be undertaken without prior LAUSD approval.

6.20 Facilities Fees

Any agreement reached between BCCHS and the District regarding appropriate facilities fees may be set forth in a separate agreement between BCCHS and the District

6.21 Utilities

BCCHS will reimburse LAUSD for electricity, gas, water, sewer and various regulatory licenses and permits that are directly related to BCCHS' use of LAUSD facilities as stated in a separate agreement with LAUSD as described in section 6.21.

6.22 OEHS

BCCHS may contract with the LAUSD Office of Environmental Health and Safety for environmental review and services, should the need arise and should the district agree to provide such services.

Risk Management

6.23 Insurance Requirements

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

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

The following insurance policies are required:

1. Commercial General Liability coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles as *named* additional insured and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and BCCHS's insurance primary despite any conflicting provisions in the BCCHS's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Office of Risk Management for the LAUSD.
2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect BCCHS from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers' Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
3. Commercial Auto Liability coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if BCCHS does not operate a student bus service. If BCCHS provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
4. Fidelity Bond coverage shall be maintained by the BCCHS to cover all BCCHS employees who handle, process or otherwise have responsibility for BCCHS funds,

supplies, equipment or other assets. Minimum amount of coverage shall be \$50,000 per occurrence, with no self-insured retention.

5. Professional Educators Errors and Omissions liability coverage including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or by separate policy, with minimum limits of \$3,000,000 per occurrence.
6. Excess/umbrella insurance with limits of not less than \$10,000,000 is required of all high schools **and** any other school that participates in competitive interscholastic or intramural sports programs.

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

Evidence of Insurance

BCCHS shall furnish to the District's Office of Risk Management and Insurance Services located at 333 S. Beaudry Ave, 28th Floor, Los Angeles CA 90017 within 30 days of all new policies inceptions, renewals or changes, certificates or such insurance signed by authorized representatives of the insurance carrier. Certificates shall be endorsed as follows:

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

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

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

Additionally, the charter will at all times maintain a funds balance (reserve) of its expenditures as required by section 15543, Title 5 of the California Code of Regulations. Currently, the required reserve is 5% of total operational expenditures.

6.24 Proof of Insurance

BCCHS will provide LAUSD with proof of insurance satisfying LAUSD's requirements.

Asbestos Management:

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

**ELEMENT 7
RACIAL AND ETHNIC BALANCE**

*The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.
California Education Code Section 47605(b)(5)(G)*

BCCHS shall attempt to maintain a stable student population that represents the racial and ethnic diversity of students in the territorial jurisdiction of the District. Pupils can achieve the BCCHS goal of becoming productive citizens in a multicultural world if they are educated in a multicultural environment. The Charter School's efforts to achieve and maintain a racial and ethnic balance reflective of the District's shall include the following:

- Recruitment events in various geographical regions and levels of the District;
- Documents disseminated at parent/school meetings, press releases, website announcements, orientations, tours of BCCHS;
- Written communications with respected organizations in ethnic communities and those that serve foster and homeless populations;
- Articulation meetings with feeder middle schools and parents of matriculating students.

BCCHS shall annually provide the following information to the LAUSD Charter Schools Office:

- Enrollment packets: student names, ID, ethnicity, sending school, and last school attended;
- Enrollment process for students matriculating from prior middle school;
- Copies of all recruitment materials including, without limitation, press releases, website announcements, and flyers.
- the date, time and place of all recruitment events at least 15 days before the event is scheduled to occur

In subsequent years, recruitment activities will include mailers to potential students, visits will be scheduled at middle schools, and invitations to BCCHS open houses and tours will be offered to students within a ten mile radius, which represents a diverse ethnic population.

BCCHS will participate in regional recruitment activities including, but not limited to, middle school recruitment nights during fall semester at feeder middle schools. Additionally, BCCHS will send out invitations to parents of middle school students residing in our attendance area for parent information nights.

Dates for these recruitment nights are as yet to be determined, but generally occur between October and December, as mutually agreed with feeder schools. As open

enrollment will be held between January and April, it is our intention to continue recruitment events through the spring open enrollment period. Some recruitment events are held at Milikan Middle School and Monroe High School, however as this may change, BCCHS will provide specific dates and locations of recruitment events to the district upon their determination.

Although currently a very small program, BCCHS will continue the existing Permits With Transportation (PWT) Program within Court-Ordered Integration guidelines in collaboration with the LAUSD's Office of Student Integration Services. Feeder schools are Mulholland, Portola, Northridge, Fulton, Holmes and Millikan. Other schools throughout the LAUSD district will also feed into BCCHS. We currently draw pupils from 13 LAUSD high schools attendance areas in local districts 1 and 2 and will continue, throughout the term of this charter, to reach out to District pupils in order to maintain its diversity.

Public School Choice Traveling Students

Birmingham Community Charter High School and the District are committed to offering a strong and viable traveling student program, where possible, which may include PWT, CAP and PSC students, through the duration of the charter. Should program needs arise, Birmingham Community Charter High School and the District will mutually determine the number of traveling program students to be assigned to Birmingham Community Charter High School based on District and school needs.

Where applicable, determination of traveling student program eligibility will be made by the District, based on the District's requirements with Birmingham Community Charter High School providing input based on historic and traveling practices at Birmingham Community Charter High School. Traveling program students shall be eligible to attend Birmingham Community Charter High School until graduation and shall have full access to all applicable Birmingham Community Charter High School academic and extracurricular programs. Transportation costs for traveling program students shall be the responsibility of the District; provided, however, that additional transportation costs due to changes in bell schedules, in alternative school calendar configurations, or bridge programs shall be the responsibility of Birmingham Community Charter High School.

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

BCCHS will ensure that all of its PSC students are treated in the same manner as other students attending the school. PSC students are and will be eligible for all applicable instructional and extracurricular activities at the school. BCCHS will make reasonable efforts to invite and encourage the participation of parents of PSC students in the activities

and meetings at the school.

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

Federal Compliance

To the extent that the Charter School is a recipient of federal funds, including federal Title I, Part A funds, the Charter School 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. The Charter School 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, the implementation of Public School Choice and Supplemental Educational Services, where applicable, or any other mandated federal program requirement. The mandated requirements of NCLB include, but are not limited to, the following:

- Notify parents at the beginning of each school year of their “right to know” the professional qualifications of their child’s classroom teacher including a timely notice to each individual parent that the parent’s child has been assigned, or taught for four or more consecutive weeks by, a teacher who is not highly qualified.
- Develop jointly with, and distribute to, parents of participating children, a school-parent compact.
- Hold an annual Title I meeting for parents of participating Title I students.
- Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy.

The Charter School also understands that as part of its oversight of the Charter School, the Charter School Office may conduct program review of federal and state compliance issues.

Court Order Integration Funding

“The District receives neither average daily attendance allocations nor Court-ordered Integration Program cost reimbursements for charter school students. Instead, the

District now receives the Targeted Instruction Improvement Grant (“TIIG”) for its Court-ordered Integration Program. The District retains sole discretion over the allocation of TIIG funding, where available, and cannot guarantee the availability of this funding to Birmingham Community Charter High School. In addition, the availability of TIIG funding in prior years does not guarantee that the District will allocate these funds to Birmingham Community Charter High School in any subsequent year.

Birmingham Community Charter High School will provide requested information annually according to dates established by the District to Student Integration Services and the Charter Schools Division (CSD) as part of the District’s oversight and responsibility:

- Norm Day Classification
- Total School Enrollment
- Number of Students by Grade Level
- Number of Students by Ethnicity and Grade Level
- List of Register Carrying Teachers
- List of all Certificated Personnel (Show the cost of any teachers funded by Court-ordered Integration)
- List of Emergency Credentialed Teachers/Non-highly Qualified teachers as defined in No Child Left Behind
- Unfilled Classroom Teaching Positions
- Fiscal Year-End Financial Report
- Number of Students Living Outside LAUSD Attendance Area
- Consolidated Application (Con App) Part I and Part II
- Local Education Agency (LEA) Plan
- Mandated *No Child Left Behind (NCLB)* Program Improvement Documents

Birmingham Community Charter High School will provide a written plan, including dates and locations for recruitment to achieve and maintain the District’s ethnic balance goal of 70/30%.

ELEMENT 8 ADMISSION REQUIREMENTS

Admission requirements, if applicable. California Education Code Section 47605(b)(5)(H).

- For admission to BCCHS, students must apply directly to the Charter School. BCCHS uses an open enrollment admission policy for all California students, and does not discriminate on the What are procedures for gathering evidence (i.e., written evidence, witness statements, physical evidence) involving suspension and expulsion matters?
- In order to have fair, due process, the student/parent are entitled to an Expulsion Conference. Describe these procedures.
- What procedures will be implemented to ensure that the decision to expel is not unfair, arbitrary and capricious? May consider “additional findings” as spelled out in the Education Code.
- What is the procedure if the decision is to not expel? Will the student remain at the charter school?

basis of any of the characteristics listed in Education Code Section 220. BCCHS will not charge tuition and is non-sectarian in all programs, admission policies, employment practices and all other operations.

Subject to capacity, the Charter School shall admit all pupils who wish to attend the School. All students are eligible to apply for enrollment in BCCHS, and admission will not be based on the residence of the student or his or her parent or guardian within the state, except that preference will be given to students residing within the “former attendance area” of the Charter School. “Former attendance area” of the school is defined as both the local neighborhood and those geographic neighborhoods, which are now sending and have traditionally sent students to BCCHS.

BCCHS will comply with all state laws pertaining to student admission and enrollment.

Admission Information

BCCHS shall provide orientation information to parents and students which explains the instructional program and policies, including, but not limited to the following:

- Graduation requirements
- Parent Student contract (ensures that parents and students are informed of and have opportunities to participate in intervention, parent education, credit recovery, etc.)
- Student behavior codes, including the suspension and expulsion provisions

- Student dress codes and attendance policies
- Parent participation opportunities
- Care of school property
- Commitment to the academic program

Admission Requirements

Admissions policies are under the purview of the Governing Board. As noted above, students and their parent(s)/guardian(s) must complete an application and submit it directly to BCCHS. There is not an additional application for traveling students (CAP, PWT, Magnet and NCLB/School Choice) at BCCHS. All admitted students are required to attend an orientation program prior to the opening of the school year. Upon admission, Parents and students are required to sign the Parent-Student Contract, agreeing that they will abide by the Charter School policies on academics, attendance, and conduct. In accordance with California State Education Code 47605(d)(2), in the event there are more applicants than available space, attendance, except for existing pupils of the Charter School shall be determined by a public random drawing².

As a conversion charter school, preference in the case of a public random drawing will be given first to students residing in the former attendance area, matriculating traveling students (PWT/CAP) and magnet program students. Preference will then be given to siblings of students and employees' children not to exceed 10% threshold, followed by residents of LAUSD. Existing students will be exempt from the public random drawing. The public random drawing will take place on a timeline generally adhering to the LAUSD Open Enrollment calendar. Applications will be received from LAUSD and non-LAUSD students between the months of March and May (and through June of 2009, due to the anticipated late approval of the charter petition) and the public random drawing will take place within two weeks of the application closing window. Each year, specific information regarding the dates for open enrollment and a random public drawing (if necessary) will be shared with LAUSD and with the community through the school newsletter, marquee announcements, letters sent home and the school website. After all available enrollment space has been filled via the public random drawing, remaining students will be placed on a waiting list, in the order in which their names are drawn during the public random drawing, which will be used as space becomes available. As is LAUSD practice, the Open Enrollment waiting list will be for fall semester only as later use of any waiting list is disruptive to schools across the District and city

Public Random Drawing:

Should the amount of pupils that wish to attend BCCHS exceed the enrollment limit, a public random lottery will take place to determine the school enrollment in accordance to Education Code section 47605(d)(2)(B). If a lottery is to be held it shall follow the guidelines as set forth in the District Charter School Policy and Guidelines. Preference

² In the event the Charter School receives funds under the Public Charter Schools grant program, the public random drawing shall be held as a single weighted lottery.

will be given to: students currently attending the school and their siblings and all students who live within LAUSD boundaries. The school will designate a deadline and all interested students will be considered for the public random drawing. Public notice will be posted regarding the date and time of the public drawing once the deadline date has passed. The school will inform parents of all applicants and all interested parties of the rules to be followed during the lottery process, location, date and time of the lottery via mail at least two weeks prior to the lottery date. The school will choose a date and time for the lottery (preferably on the weekend or after 6 pm on a weekday) so that most interested parties will be able to attend. The lottery will be held at the school site if the school facility can accommodate all interested parties. A waiting list will be developed from the list of students that do not receive admission and will be considered should a vacancy occur during the year. The principles above will apply for a second lottery for any vacancies. Students on the waiting list will be notified by mail immediately if space becomes available and they will have two weeks to return the enrollment forms. If the enrollment forms are not returned within two weeks, then admission for that student is forfeited, and an admission notice will be mailed to the next student on the waiting list. BCCHS will maintain auditable records of the above activities.

Lottery Timeline

The school will determine its open enrollment and lottery dates every year before school starts. For the first year the dates will be: now until June 30, 2009. The lottery, if needed for this fall, will be Tuesday, July 7, 2009.

1. Postcards about BCCHS informational meetings sent to all families of 8th grade students in the San Fernando Valley in September-October each year.
2. Informational meetings for interested families held in the fall and early spring semester. In future years, 2-3 informational meetings will be held during the months of October – January.
3. For future years, applications will be available on the school website and at the school in January.
4. Open enrollment is currently available to interested students through June 30, 2009. In future years, open enrollment will be from when applications are available until the lottery.
5. If a lottery is deemed necessary for the opening year, it will be held Tuesday July 7, 2009. In future years, the lottery will be held by the end of April.
6. Letters to students admitted from the lottery are sent within two weeks of the lottery.

BCCHS will invite LAUSD representatives and respected members of the community as observers of the lottery to verify lottery procedures are fairly executed.

Special Education Enrollment

Students in special education programs shall have equal access to apply to attend BCCHS. As with general education enrollment, special education students are not discriminated against on the basis of the characteristics listed in Education Code Section 220. The Charter School will adhere to federal, state and judicial mandates regarding admission of special education students.

False Address or Inaccurate Residence Information

As in the LAUSD (See Bulletin No. Z-5 (Rev.)), any student who has been enrolled at BCCHS on the basis of a false address or inaccurate residence information shall be immediately withdrawn from BCCHS and referred to the school of residence. The student shall not be eligible to apply for any type of enrollment within BCCHS until the conclusion of that school year.

BCCHS will notify the parents, in writing, that the false address or inaccurate residence information has been discovered and that the student will be transferred to the school of residence on the date indicated.

If a false address or inaccurate residence information which was given as a basis for enrollment is discovered:

- During the first half of the semester, the student is to be transferred to the school of residence immediately.
- During the second half of the semester, the student **may** be allowed to complete that semester at the sole discretion of BCCHS.

Survey

BCCHS and the District acknowledge that BCCHS is operating within the capacity of its facilities, and is expected not to exceed 3,800 students throughout the term of this charter. Although BCCHS is not expected to have unused capacity within its facilities, BCCHS will cooperate with the District as it performs its annual survey of district-owned facilities, in order to assist the District in completing such survey in a timely manner.

BCCHS will comply with the McKinney-Vento Homeless Assistance Act for homeless children.

**ELEMENT 9
FINANCIAL AND PROGRAMMATIC AUDIT**

The manner in which an annual, independent, financial audit 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 Section 47605 (b)(5)(I)

Fiscal Autonomy

The BCCHS community and partners will maintain the highest level of integrity in fiscal management while seeking all available resources and using them effectively to support the instructional program. The business philosophy of BCCHS continues to be entrepreneurial and community-based. Every effort is made to maximize revenue from all sources while maximizing the effectiveness of all expenditures through the utilization of a “better, faster, cheaper” and “in the best interest of the students” test. We plan to investigate alternative funding sources such as the Qualified Academy Bond Program federal interest-free loan. In addition we will attempt to recapture Mandated Costs Reimbursements from the state.

Budget Development

Budget development will begin each year immediately following the January announcement of the governor’s K-12 State Budget Proposals and will be continually refined through the May Revise to the Final State Budget Act. Budgeted resources will always be consistent with the Charter School’s goals as identified by the Governing Board. A year-end estimate of actual and interim reports will be submitted to LAUSD unless all parties agree to a different system.

Integration Programs/Funding

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

Independent Fiscal Audit

BCCHS must engage a certified public accountant, certified by the State of California and on the State Controller’s approved list of education auditors, to conduct an independent fiscal audit of the school’s annual financial statement in accordance with generally accepted accounting principles and auditing standards and the applicable K-12 audit guide

issued by the Controller of the State of California as applicable to charter schools as incorporated in the California Code of Regulations. The final independent audit will be submitted to LAUSD, the Los Angeles County Superintendent of Schools, the State Controller, and the California Department of Education by December 15, following the close of the fiscal year.

Programmatic Audit

BCCHS will compile and provide to LAUSD an annual performance report. This report will include the following data:

- Summary data showing pupil progress toward the goals and outcomes specified in Element 2
- A summary of major decisions and policies established by the Charter School's Governing Board during the year
- Data regarding the number of staff working at the Charter School
- A summary of any major changes to the Charter School's health and safety policies
- Data regarding the numbers of pupils enrolled, the number on waiting lists, and the number of pupils suspended and/or expelled

Financial Reports

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

- a. Provisional Budget – Spring prior to operating fiscal year
- b. Final Budget – July of the budget fiscal year
- c. First Interim Projections – November of operating fiscal year
- d. Second Interim Projections – February of operating fiscal year
- e. Unaudited Actuals – July following the end of the fiscal year
- f. Audited Actuals – December 15 following the end of the fiscal year
- g. Classification Report – monthly the Monday after close of the last day of the school month
- h. Statistical Report – monthly the Friday after the last day of the school month. In addition:
 - P1, first week of January
 - P2, first week of April
- i. Bell Schedule – annually by November
- j. Other reports as requested by the District

Revenue Flow/Depository/Accounting

As a directly funded charter school, most of the Charter School's state and federal revenue flows directly from the state to the Charter School's account in the County Treasury, which is administered through LACOE. Funds flowing through LAUSD (payments in lieu of property taxes, Special Education,.) will be paid in the most expeditious manner possible. All such revenue deposits will be recorded in the financial system at LACOE. All expenditures (including payroll) will be drawn on the County Treasury, which enables the LACOE financial system to account for all revenue and expenditures. If BCCHS decides to replace the LACOE financial system with a comparable financial system which meets CDE reporting guidelines for charter schools, funds will be transferred from LACOE, and all revenues and expenditures will be recorded in the new system. Revolving

accounts with a local financial institution may be established for day-to-day expenditures from the General Fund, Food Services and other miscellaneous accounts. All expenditures over \$500.00 from local accounts will continue to require two signatures.

Attendance Accounting Procedures

Existing attendance accounting procedures (iSIS) that provide excellent checks and balances will continue to be utilized unless a more efficient system can be devised that will satisfy state requirements.

Mandated Costs Reimbursement Program

In order to meet the health, safety and public accountability requirements of all public school children at BCCHS, the Charter School will comply with the following programs and activities:

- Behavior Intervention Plans
- California English Language Development Test
- Comprehensive School Safety Plan
- Criminal Background Check
- Emergency Procedures: Earthquake and Disasters
- Habitual Truant Conferences
- Open Meeting Act/Brown Act
- Pupil Classroom Suspension by Teacher
- Physical Performance Tests
- Pupil Exclusions
- Pupil Health Screenings
- Pupil Promotion and Retention
- Suspensions and Expulsions
- School Accountability Report Cards
- School Bus Safety I and II
- Standardized Testing and Reporting
- STRS Creditable Compensation
- any other current or future mandates of charter schools

It is the expressed intent of BCCHS to comply with all of the aforementioned mandates and file directly for reimbursements. BCCHS will pursue a separate MOU between the District and BCCHS whereby if a reimbursement claim can only be filed through LAUSD, LAUSD agrees to fold the Charter School claim into its claim and pass through the Charter School funds when received.

With the exception of supervisorial oversight fees in accordance with Education Code Section 47613, eligible expenses, which LAUSD incurs as a result of current charter

school law, subsequent charter school legislation or CDE interpretations of these laws are not the responsibility of the Charter School and should be addressed by LAUSD through the State's Mandated Cost Reimbursement Program.

LAUSD Services

All BCCHS requested services from LAUSD would be provided on a fee-for-service basis if LAUSD agrees to offer such services. Pursuant to a negotiated memorandum of understanding between the District and the Charter School, services in which BCCHS may have an interest include the following:

- School Police (including filing theft reports, alarm monitoring, support during times of emergency, canine program, and patrol)
- Student Health and Human Services (including access to school mental health, nursing services, suicide prevention services, support for crisis team, and access to audiology services.
- Site maintenance and repair
- Garbage pick-up
- Fingerprinting and criminal processing of certificated and classified employees (including paraprofessionals)
- Processing of emergency credentials
- Bilingual fluency testing
- Field trip transportation
- School Mail
- Standardized test processing
- Supplies/materials acquisition and delivery
- Athletics

BCCHS shall retain the right to negotiate a contract with an outside contractor at any time if such a contract proves to be in the best interests of BCCHS.

District Oversight Costs

The District may charge for the actual costs of supervisory oversight of the Charter School not to exceed 1% of the Charter School's revenue or the District may charge for the actual costs of supervisory oversight of the Charter School not to exceed 3% if the Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum supervisory oversight fee allowed under the law as it may change from time to time.

The Charter Schools Division has concerns regarding BCCHS' fiscal viability to begin operations in September 2009 without the appropriate documentation evidencing that they have secured funding for their start-up costs. The letter from the Charter School Capital makes it clear that funding is contingent upon the completion of the application and due diligence process. The Charter Schools Division has attempted on numerous times to obtain a more secure commitment from Charter School Capital. CSD would

accept a contract between Charter School Capital and BCCHS stating terms of the loan conditioned upon board approval of the charter. The CSD would also consider a letter of intent from the Charter School Capital stating that BCCHS will be funded \$5 million with the only condition being approval of the charter by the LAUSD Board of Education. Charter School Capital would not agree to provide either documentation.

ELEMENT 10
SUSPENSION AND EXPULSION PROCEDURES

The procedures by which pupils can be suspended or expelled.
California Education Code Section 47605(b)(5)(J)

Comprehensive policies for pupil conduct and discipline have been established in collaboration with parents, pupils, and staff in order to promote learning and protect the safety and well being of all pupils and staff at the school. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements.

Pupil conduct and discipline policies are subject to review and revision by the Governing Board. When a policy is violated, it may be necessary to suspend a pupil from regular classroom instruction and/or expel a pupil from the charter school.

Corporal punishment: corporal punishment includes the willful infliction of, or causing the willful infliction of, physical pain on a pupil. For the purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, for purposes of self-defense, or to obtain possession of weapons or other dangerous objects within the control of the pupil.

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

Student discipline and procedures for suspension and expulsion shall include positive behavioral interventions. Discipline includes but is not limited to advising and counseling pupils, conferring with parents/guardians, detention during and after school hours, the use of alternative educational environments, suspension, and expulsion.

Who is Subject to Disciplinary Procedures

School staff shall enforce disciplinary rules and procedures fairly and consistently among all pupils.

Notification of Policies and Procedures

The CEO shall insure that pupils and their parents/guardians are notified in writing upon enrollment of all policies and procedures for pupil conduct and discipline. All policies and procedures for pupil conduct and discipline shall be available upon request in the main office of the Charter School.

Grounds For Suspension And Expulsion

1. 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 the School or at any other school or a School sponsored event at anytime including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

2. Enumerated Offenses

A pupil may be suspended from BCCHS or recommended for expulsion for one or more of the following offenses:

a) Caused, attempted to cause, or threatened to cause physical injury to another person; or willfully used force or violence upon the person of another, except in self-defense.

b) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the CEO or designee's concurrence.

c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance, as defined in Health and Safety Code 11053-11058, an alcoholic beverage, or an intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, an alcoholic beverage, or an intoxicant of any kind, and either 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.

g) Stolen or attempted to steal school property or private property.

h) Possessed or used tobacco, or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature

cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel.

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 11014.5. "Paraphernalia" is defined as inclusive of all elements and references within the Health and Safety Code 11364-11376, essentially, all equipment, products, and materials of any kind which are intended for use or designed for use, in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance. A list of specific items included in the definition of "drug paraphernalia" can be found in Health and Safety Code 11364-11376

k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, certificated personnel, administrators, school officials, or other school personnel engaged in the performance of their duties.

l) Knowingly received stolen school property or private property.

m) Possessed an imitation firearm. As used in this section, imitation firearm means 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) Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4. "Sexual battery" is defined as inclusive of all elements from California Penal Code 243.4, essentially, the touching of intimate parts of another person against the will of the person who was touched for the purpose of sexual arousal, sexual gratification, or sexual abuse. "Touching" means physical contact with another person, whether accomplished directly, through the clothing of the person committing the offense, or through the clothing of the victim. "Intimate part" means the sexual organ, anus, groin, or buttocks of any person, and the breast of a female.

o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that

pupil for being a witness, or both.

- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in or attempted to engage in hazing of another. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- r) Aiding or abetting as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1) above.
- s) Made terrorist threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- t) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- u) Caused, attempted to cause, threatened to cause, or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Intentionally harassed, threatened or intimidated a student or group of students and school personnel that is sufficiently pervasive to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- w) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261 of the Education Code, directed specifically toward a pupil or school personnel.

Mandatory Expulsions

- Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the CEO or designee's concurrence.
- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Brandishing a knife at another person
- Students are subject to mandatory expulsion from BCCHS for violation of the Federal Gun-Free Schools Act of 1994.

Suspension Procedures

Suspensions from Class: A teacher generated suspension from class is for the day of the violation and the next meeting of that class such that at most two full classes periods will be missed for that suspension. The teacher shall immediately report the suspension to the Dean, who will then report the suspension to the CEO. The pupil will be sent to the Dean or an administrator for appropriate action, which may include suspension from school or other disciplinary measures.

Suspensions from school shall be initiated according to the following procedures:

1. Conference:

Suspension shall be preceded, if possible, by informal conference conducted by the CEO or the CEO's designee with the pupil and his or her parent and, whenever practicable, the teacher, supervisor or school employee who referred the pupil to the CEO.

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

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him/her and shall be given the opportunity to present his/her version and evidence in his/her defense.

This conference shall be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason, including, but not limited to incarceration or hospitalization.

No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

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

respond to such requests without delay.

3. Suspension Time Limits/ Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension, unless suspension is extended by the CEO pending an expulsion hearing. Suspensions shall not total more than 20 days for the school year.

Students may appeal suspensions to the director, then to the CEO, and then to the BCCHS Board. Decisions of the Board are final.

Students will be given the equivalent number of days as the suspension, to make up missed work during the suspension. Students who are suspended more than 3 consecutive days will be given independent work assignments to complete during the suspension that will be equally weighted with missed classwork during the suspension. The student's academic mark will not be penalized due to the suspension if the alternative assignments are adequately completed.

Upon recommendation of expulsion by the CEO, the pupil and pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. The CEO will make this determination upon either of the following determinations:

- 1) the pupil's presence will be disruptive to the education process or
- 2) the pupil poses a threat or danger to others.

Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

Expulsion of Students

An expulsion however will require a hearing before the Expulsion Panel which consists of three certificated members and two board members. The certificated members will be an administrator completely uninvolved with the suspension or investigation of the incident and teachers who have no involvement with the incident and are not the student's teachers. Thereafter an expulsion appeal may be made to the full Charter School board.

The CEO will investigate and gather evidence from witnesses when there is reasonable suspicion of a violation following all pupil due process rights and confidentiality expectations.

Except for expulsions for offenses listed under Education Code Section 48915(c), the Expulsion panel or Full Board may only expel a student upon the findings that the student committed the expellable offense and at least one of the following may be substantiated:

- 1.) That other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- 2.) That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Expulsion Procedure

A student recommended for expulsion is entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within thirty (30) school days after the CEO or designee determines that one of the acts listed under “Grounds for Suspension and Expulsion” has occurred.

The hearing will be presided over by the Chair of the Expulsion Panel. The hearing shall be held in closed session unless the pupil requests a public hearing in writing 3 days prior to the 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. The notice shall include:

1. The date and place of the hearing;
2. A statement of the specific facts, charges and offense upon which the proposed expulsion is based;
3. A copy of BCCHS disciplinary rules that relate to the alleged violation;
4. Notification of the student’s or parent/guardian’s obligation to provide information about the student’s status in BCCHS to any other district in which the student seeks enrollment;
5. The opportunity for the student or the student’s parent/guardian to appear in person or to employ and be represented by counsel;
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 document evidence on the student’s behalf including witnesses.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The 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 which shall be examined only by the 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 pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The 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 person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The person 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 person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

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

Record of Hearing

A record of hearing shall be made and may be maintained by any means, including electronic recording, as long as reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A decision to expel by the Expulsion Panel or by the full Board must be supported by substantial evidence that the student committed any of the acts listed in “Grounds for Suspension and Expulsion” above. Findings of fact shall be based solely on the evidence at the hearing. While no evidence shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses of whom the discipline committee or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm and are exception to hearsay.

If due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witnesses shall have the right to have his or her testimony heard in session closed to the public when testifying at a public meeting as determined by the discipline committee would threaten serious psychological harm, including, but not limited to, video-taped deposition or contemporaneous examination in another place communicated to the hearing room by means of close-circuit televisions.

The decision of the Expulsion Panel shall be in written form within five (5) school days following the conclusion of the hearing.

If the Expulsion Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

Written Notice to Expel

The CEO or designee following a decision of the Expulsion Panel or the full Board to expel shall send written notice of the decision to expel to the student’s parent/guardian. The notice shall include the following:

- 1.) The specific offense committed by the student for any of the acts listed in “Grounds for Suspension and Expulsion” above;
- 2.) Notice of the right to appeal the expulsion. Expulsion Appeals shall be brought to the Board President for the full Board of Directors will hear expulsion appeals and will follow the expulsion appeal procedures outlined in Education Code Sections 48919-48924.
- 3.) Notice of the student or parent/guardian’s obligation to inform any new district in which the student seeks to enroll of the student’s status with the BCCS

- 4) The reinstatement eligibility review date
- 5) A copy of the rehabilitation plan
- 6) The type of educational placement during the period of expulsion

The CEO or designee shall send written notice of the decision to expel to the student's district of residence. This notice shall include the following:

- a. The student's name;
- b. The specific offense committed by the student for any of the acts listed in "Grounds for Suspension or Expulsion" above.

Expulsion Appeal

Parents can appeal the expulsion decision to the full Board of Directors within 5 days of the decision to expel the student. The appeal will be heard by the full Board of Directors within 10 school days. The appealing parent must attend the meeting to present the appeal. The decision of the full Board of Directors is final.

Records and Reporting

BCCHS shall maintain records of all pupil suspensions and expulsions at the school. Both suspensions and expulsion data shall be made available for LAUSD's review upon request.

Alternative Education

The governing board shall refer a pupil who has been expelled to a program of study which meets all of the conditions specified in subdivision (d) of CA Education Code 48915.

BCCHS will work with the district from which an expelled pupil originated on an interim placement at another school.

If a student is under an expulsion order from another school district (LEA), all information must be provided to the BCCHS Expulsion Panel for review. The BCCHS Expulsion Panel will determine if enrollment will be granted.

Rehabilitation Plans

Pupils who are expelled from the charter school shall be given a rehabilitation plan upon expulsion as developed by the charter school's governing board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as

assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the charter school for readmission.

Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the charter school's governing board and the pupil and guardian or representative, to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The pupil's readmission is also contingent upon the capacity of the charter school at the time the pupil seeks readmission. Students who are not reinstated will be notified in writing of such with reasons why the reinstatement was denied. Once a reinstatement has been denied, the student will be given notice of a new eligibility review date. CA Education Code 48915.1 notifications, timelines, and appeals procedures will be followed if the governing board receives a request from a student who has been expelled from BCCHS seeking readmission.

If a student is enrolled who has been expelled from another district, the Director of Discipline will obtain the rehabilitation plan from the expelling district. The student will be evaluated by school counselors and the Director of Discipline to support the rehabilitation plan as recommended by the expelling district.

Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

In the case of a student who has an IEP, or a student who has a 504 Plan, the charter will ensure that it follows the correct disciplinary procedures to comply with the mandates of state and federal laws, including the IDEA and Section 504 of the Rehabilitation Act of 1973. As set forth in the MOU regarding special education between the District and the Charter School an IEP team, including a district representative, will meet to conduct a manifestation determination and to discuss alternative placement utilizing the District's Policies and Procedures Manual. Prior to recommending expulsion for a student with a 504 Plan, the charter administrator will convene a Link Determination meeting to ask the following two questions: A) Was the misconduct caused by, or directly and substantially related to the student's disability? B) Was the misconduct a direct result of the Charter's failure to implement the 504 Plan?

Suspension and Expulsion Data

Birmingham Community Charter School agrees to collect suspension and expulsion data which would be made available for district review. Outcome data maintained includes:

- Suspensions
- Expulsions & Expulsion Placements
- Reinstatements
- Out of District Expellees

ELEMENT 11

RETIREMENT SYSTEM

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

California Education Code Section 47605(b)(5)(K)

Mandatory Benefits for all Full-time Staff Members

BCCHS will provide mandatory benefits in accordance to the law. These include:

- Workers' Compensation Insurance (to be provided by an A-rated Company)
- Unemployment Insurance
- Medicare
- Social Security if applicable

Healthcare Benefits

BCCHS is strongly committed to providing its Pre-charter employees with a health package comparable to or greater than those provided by the LAUSD to its employees, including the establishment of a BCCHS retiree health benefit program to qualified employees.

Benefits for new Non-certificated employees shall be reviewed by the governing board and may be modified from the current policies in place.

The Governing board will review benefits package as it pertains to development of the annual budget and in accordance with the MOU established with collective bargaining units and prior to the open enrollment period.

STRS

All full-time, certificated employees of BCCHS will continue to participate in STRS. Full time is defined for certificated as number of hours per working day, which is 6 hours. Employees will contribute the required employee percentage and BCCHS will contribute the employer's portion. All withholdings from employees and from BCCHS will be forwarded to the STRS fund as required. Employees will accumulate service credit years in the same manner as all other members of STRS. STRS contributions will be reported through LACOE.

PERS

All current classified employees of BCCHS will continue to participate in PERS. Employees and BCCHS will contribute the required rate as designated by PERS. All

withholdings will be forwarded to the PERS fund as required. Employees will accumulate service credit years in the same manner as all other members of PERS. Social Security payments will be contributed for all qualifying PERS members. BCCHS is requiring full time status for PERS contributions.

PARS

If eligible and economically feasible, BCCHS will continue to participate in the Public Agency Retirement System for non-PERS/STRS eligible part-time employees.

Pre-Charter Employees

All contributions, STRS, PERS (employees and employers) accrued by pre-charter staff who are on Charter leave will remain in the same account of retirement benefit calculation.

Health and Welfare Benefits for Active Employees

Eligibility is as specified in any applicable collective bargaining agreements or BCCHS policies. Whatever health package is negotiated between BCCHS and its representative units will apply to BCCHS. This may include plan changes and/or reduction of benefits. BCCHS will purchase its own health and welfare benefit plans.

Illness/ Personal Necessity Days

Initially and until bargained otherwise with the applicable exclusive representative, employees shall enjoy those rights as to leaves, vacation, holidays, etc., as are enumerated in the applicable collective bargaining agreements for the comparable units of LAUSD.

Employees Not Remaining At BCCHS

Return rights, if any, are at the sole discretion of LAUSD and the applicable collective bargaining representative.

BCCHS will provide LAUSD District benefits through 12-31-09 and then will purchase their own benefits package to provide to employees beginning January 1, 2010.

ELEMENT 12
PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

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

California Education Code Section 47605(b)(5)(L)

If space is available, traveling students will have the option to attend.

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

BCCHS will occupy 109 classrooms on the campus other than the current High Tech LA building and classrooms numbered 300-399, which will be occupied by the Daniel Pearl Magnet School, with shared common space to be identified in an MOU.

The address of the Charter School is 17000 Haynes Street, Van Nuys, CA 91406

The phone number of the Charter School is (818) 758-5200.

The contact person for the Charter School is Marsha Coates.

The number of rooms at the Charter School is 109

The grade configuration is 9 - 12.

The number of students will be 2,980 each year for five years

The operational capacity will be 3,490 including the Daniel Pearl Journalism Magnet.

For the first year, the fall semester will be August 17 through Dec 18 and spring semester will go from January 11 through May 28 (including professional development days on Aug 17, Aug 18, Jan. 11, May 28).

The bell schedule for the Charter School will be a traditional 1-6 period day with supplemental periods 0, 7, 8, and 9 offered on an optional basis.

The grade level(s) of the students the first year will be 9 – 12.

The opening date of the Charter School is July 1, 2009.

The admission requirements include: subject to legal minimum and maximum age of 14 – 21 years.

The Charter School shall admit all students (traveling or otherwise) who wish to attend up to its capacity.

ELEMENT 13 EMPLOYEE RIGHTS

*A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school and of any rights of return to the school district after the employment at a charter school.
California Education Code Section 47605 (b)(5)(M)*

Current staff members will be considered employees of BCCHS. Current permanent staff members will be considered permanent employees of BCCHS.

A permanent employee who was represented by UTLA prior to employment at BCCHS may request to transfer to another position within the District as outlined in the LAUSD - UTLA Collective Bargaining Agreement. Such a transfer may be granted at the sole discretion of the LAUSD.

New employees from outside LAUSD can establish permanent employment and seniority rights with BCCHS but not with LAUSD.

If a reduction in staff is needed due to a change in enrollment or a change in the educational program design, the CEO, subject to approval of the BCCHS Governing Board, will determine which positions are no longer needed. If two staff members have the same seniority and neither volunteers to leave, the BCCHS Governing Board will consider the needs of the school program and the combined LAUSD and charter seniority of each staff member and decide which employee will be retained.

Employee Representation

All employees at BCCHS who qualify for membership in any of the non-certificated or certificated employee associations will have the right to membership. All employees at BCCHS who qualify for membership in any of the non-certificated or certificated employee associations will have the right to membership **in the applicable associations.**

These employee associations will have the right to collect membership dues from their members. The BCCHS employees have the option to choose the representation offered by the bargaining unit. As an independent public school employer, BCCHS will have the authority to negotiate all bargainable terms and conditions of employment with any exclusive representative and for any unrepresented groups or employees to establish policies related to compensation, benefits and working conditions. The benefits offered by BCCHS will be equal to the benefits presently held through LAUSD. The goal of BCCHS is to provide at least the same overall benefits and build a better compensation schedule and benefits package. With student learning in mind, BCCHS will strive to improve the working conditions presently set in this district by:

- Reducing class size

- Providing more professional development and collaborative opportunities
- Providing facilities for intervention, intersession and enrichment
- Creating flexible scheduling
-

The goal of BCCHS is to provide at least the same overall benefits and build a better compensation schedule and benefits package.

Former District employees must consult with the District to determine their eligibility for leave. Certificated leave from the District may be up to one year. Classified leave from the District may be for one year, which may be extended for up to the term of the original petition.

Provisions pertaining to leave and return rights for district union employees will be granted to certificated and classified employees in accordance with applicable collective bargaining agreements.

the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

(3) If the controversy, claim, or dispute cannot be 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 120 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. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Mediation proceedings must be administered in accordance with the mediation rules or guidelines of the American Arbitration.

(4) If the mediation is not successful, then the parties agree to settle the controversy, claim or dispute by arbitration conducted by a single arbitrator in accordance with the guidelines of the American Arbitration Association. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party shall bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration shall be shared equally among the parties. Each party shall bear their own costs and expenses.

(5) However, any party who fails or refuses to submit to arbitration shall bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

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 the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code). California Education Code Section 47605(b)(5)(O)

BCCHS shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Education Employment Relations Act as specified in Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code and shall adhere to EERA and any other applicable laws. In accordance with this code, BCCHS employees have the right to join organizations of their choice, to be represented by such organizations in their professional and employment relationships with public school employers, to select one employee organization as the exclusive representative of the employees in an appropriate unit.

Upon notification by a majority of employees from a particular unit, BCCHS will continue to abide by the provisions of the respective collective bargaining agreements (contracts)

ELEMENT 16
CHARTER SCHOOL CLOSING

A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the 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.”

California Education Code Section 47605(b)(5)(P)

Revocation

The District may revoke the charter of BCCHS if BCCHS commits a breach of any terms of its charter. Further, the District may revoke the charter if BCCHS 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. Furthermore, the District may revoke the charter of BCCHS on any of the following grounds:

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

Prior to revocation, and in accordance with Cal. Educ. Code section 47607(d), the District will notify BCCHS in writing of the specific violation, and give BCCHS a reasonable opportunity to cure the violation, unless the District determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. Notwithstanding the immediately preceding language, revocation proceedings are not subject to the dispute resolution clause set forth in this charter

Charter Renewal

The BCCHS must submit its renewal petition to the District’s Charter Schools Division no earlier than September of the year before the charter expires.

Closure Procedures

The following are closing procedures that abide by Cal. Educ. Code §47605(b)(5)(P), should the school close for any reason. The decision to close BCCHS either by the BCCHS governing Board or by the LAUSD Board, will be documented in a Closure Action. The Closure Action shall be deemed to have been automatically made when any of the following occur: the charter is revoked or not renewed by the LAUSD Board of

Education; the BCCHS board votes to close the school; or the charter lapses. In the event of such a Closure Action, the following steps are to be implemented:

1. Written notification to parents/guardians/caregivers of the enrolled students of BCCHS will be issued by BCCHS within 72 hours after the determination of a Closure Action. A sample copy of the language used in the written notification is also to be made to LAUSD within the same time frame.
 - a. The written notification will also include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records.
 - b. The process for transferring student records to the receiving schools shall be in accordance with LAUSD procedures for students moving from one school to another.
 - c. Parents will also be provided with student information that includes closure notice, grade reports, discipline records, immunization records, completed coursework and credits that meet graduation requirements.
2. Written notification to LAUSD of the list of returning students and their home schools, to be made within 72 hours of the determination of the Closure Action.
3. Transfer of student records to the receiving schools, within seven calendar days from the determination of an Action to Close.
4. Written notification to the California Department of Education and the Los Angeles County Office of Education, STRS, PERS, and the applicable SELPA if not also LASUD, of the Closure Action shall be made by BCCHS by registered mail within 72 hours of the decision to Closure Action.
5. BCCHS shall allow LAUSD access, inspection and copying of all school records, including financial and attendance records, upon written request by LAUSD.
6. A financial closeout audit of the school will be paid for by BCCHS to determine the disposition of all assets and liabilities of BCCHS, including plans for disposing of any net assets. The final independent audit shall be completed within six months after the closure of the 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 BCCHS will be the responsibility of BCCHS and not LAUSD. BCCHS understands and acknowledges that BCCHS will cover the outstanding debts or liabilities of BCCHS. Any unused monies at the time of the audit will be returned to the appropriate funding source. BCCHS understands and acknowledges that only

unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA, and other categorical funds will be returned to the source of funds.

7. For six calendar months from the Closure Action or until budget allows, whichever comes first, sufficient staff as deemed appropriate by the BCCHS Board, will maintain employment to take care of all necessary tasks and procedures required for a smooth closing of the school and student transfers.
8. The BCCHS Board shall adopt a plan for wind-up of the school and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.
9. In addition to a final audit, BCCHS will also submit any required year-end financial reports to the California Department of Education and LAUSD, in the form and time frame required.
10. If the BCCHS is a nonprofit corporation, the corporation does not have any other functions than operation of the BCCHS, the corporation will be dissolved according to its bylaws.
 - a. The corporation's bylaws will address how assets are to be distributed at the closure of the corporation.
 - b. A copy of the corporations bylaws containing the information on how assets are to be distributed at the closure of the corporation, are to be provided to LAUSD prior to approval of this Petition.

This Element 16 shall survive the revocation, expiration, termination, cancellation of this charter or any other act or event that would end BCCHS' right to operate as a Charter School or cause BCCHS to cease operation. BCCHS and District agree that, due to the nature of the property and activities that are the subject of this petition, the District and public shall suffer irreparable harm should BCCHS breach any obligation under this Element 16. The District, therefore, shall have the right to seek equitable relief to enforce any right arising under this Element 16 or any provision of this Element 16 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, retraining order, or order for specific performance, and may be sought in any appropriate court.

BCCHS will revert back to an LAUSD school in the event of closure. A timely transfer of student records to the receiving schools will be made by BCCHS for those students not eligible to remain at the location of BCCHS due to LAUSD boundaries and attendance policies. Any decision to transfer students from BCHHS will be conducted in conjunction with consultation with LAUSD, who may decide to allow student to complete the school year at the BCCHS location which has reverted to an LAUSD

school, unless the transfers are at the request of the students' parents/guardians/caregivers.

MISCELLANEOUS

Facilities

If BCCHS fails to submit a certificate of occupancy by the appropriate authorizing agency to the District not less than 45 days before the school is scheduled to open, it may not open unless an exception is made by the Charter Schools Division. If BCCHS moves or expands to another facility during the term of this charter, BCCHS shall provide a certificate of occupancy by the appropriate authorizing agency to the District for each facility at least 45 days before school is scheduled to open in the facility or facilities. BCCHS shall not open in any location for which it has failed to timely provide a certificate of occupancy to the District, unless an exception is made by the Charter Schools Division. Notwithstanding any language to the contrary in this charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process (Element 14).

Liability

Governing Law: Potential civil liability effects, if any, upon the school and upon the District. (Education Code Section 47605(g)).

BCCHS shall be operated as 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 23701d.

Pursuant to Education Code Section 47604(c), an entity 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. BCCHS shall work diligently to assist the District in meeting any and all oversight obligations under the law to ensure the District shall not be liable for the operation of the Charter School.

Further, the Charter School has provided an indemnification of the District within this charter.

The corporate bylaws of Charter School shall provide for indemnification of the School's Board, officers, agents, and employees, and the School will purchase general liability insurance, Board Members and Officer's insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined as required by the District. The District shall be named an additional insured on the general liability insurance of Charter School.

Court-ordered Integration*

The Charter School is subject to the requirements of the Crawford Court Order. The school will provide a written plan to achieve and maintain the District’s ethnic balance goal which is within a 70:30 or 30:70 ratio.

MULTI-YEAR CO-LOCATION LEASE

Between

LOS ANGELES UNIFIED SCHOOL DISTRICT
(as LAUSD)

and

as the operator of that certain TENANT
known as “_____”
(as TENANT)

For

Name of School Campus: _____

Located at: _____

FUNDAMENTAL LEASE PROVISIONS

The following fundamental provisions are incorporated into the Lease attached hereto and said provisions shall have the following meanings throughout the Lease.

- (a) LAUSD: Los Angeles Unified School District, a school district duly formed and existing under the laws of the State of California.

- (b) TENANT: _____ a California non-profit public benefit corporation as the operator of the _____, an independent charter school approved by the Board of Education of the City of Los Angeles.

- (c) TENANT's Charter Petition: Date of Approval: _____
Expiration Date: _____
Grade Level of Instruction: _____ to _____
Maximum No. of Students: _____

- (d) Is the charter school a conversion in accordance with Ed. Code sections 47605(a)(2), 52055.5, 52055.55, or 52055.650? Yes OR No

- (e) School: _____ located at _____.

- (e) Leased Premises: Those portions of the School which TENANT shall have the exclusive use. Please see Exhibit A.

- (f) Shared Premises: Those portions of the School not designated for TENANT's exclusive use in Exhibit A and not designated for the exclusive use of LAUSD or other user.

- (f) Use: Please see Section 4.1.

- (g) Term: The term of this Lease shall be co-terminous with the Charter Petition for TENANT subject to any renewal, denial of renewal or revocation of its Charter Petition.

- (h) Commencement Date: _____, which is the date of the last signature to this Lease.

- (i) Expiration Date: The Term of this Lease shall expire at 5:00 p.m. on the expiration date of the Charter Petition identified in (c) above. If the Charter Petition is renewed by LAUSD, the Term of this Lease shall extend to be co-terminous with the Charter Petition.

(j) Occupancy Date: _____.

(k) Oversight Fee: Please see Section 5.1.

(l) TENANT's Address for Notices: _____

Attn: _____
Facsimile No.: _____

With a copy to: _____

Attn: _____
Facsimile No.: _____

(m) LAUSD's Address for Notices: Los Angeles Unified School District
333 So. Beaudry Avenue, 20th Floor
Los Angeles, California 90017
Attn: Director of Charter Schools
Facsimile No.: 213-241-6862

With a copy to: Los Angeles Unified School District
333 So. Beaudry Avenue, 23rd Floor
Los Angeles, California 90017
Attn: Director of Leasing & Asset Management
Facsimile No.: 213-241-6784

(n) Maintenance TENANT, at its sole cost and expense, will maintain and operate and provide M&O services for the Leased Premises.

TENANT, at its sole cost and expense, will pay its proportionate share of the maintenance and operations of and M&O services for the Shared Premises by LAUSD.

(o) Exhibits The following exhibits are intended to be attached hereto and incorporated into this Lease:

- Exhibit A - Description or illustration of the Leased Premises
- Exhibit B - Pro Rata Share
- Exhibit C - Required Regulatory Inspections and Tests
- Exhibit D - LAUSD Pest Management Policy
- Exhibit E - LAUSD Deferred Maintenance Plan
- Exhibit F - LAUSD Disclosures

SOLE OCCUPANT LEASE

This LEASE is made and entered into by LAUSD, as defined in the Fundamental Lease Provisions, and TENANT, as defined in the Fundamental Lease Provisions with reference to the following:

RECITALS

A. LAUSD owns certain real property and facilities held in trust for the State of California to benefit all public school children residing in LAUSD's boundaries.

B. TENANT is a charter school operating under the provisions of the Charter School Act of 1992, California Education Code ("Ed. Code") section 47600 et seq., and providing public school instruction to public school children residing in LAUSD's boundaries.

C. TENANT either submitted, pursuant to the Charter School Act of 1992, a timely request for reasonably equivalent school facilities in order to provide public school instruction to school children residing in the District's boundaries or the charter school was previously an LAUSD public school that converted to charter school status pursuant to Ed. Code sections 47605(a)(2), 52055.5, 52055.55 or 52055.650 and is remaining in occupancy of the school campus.

D. LAUSD and TENANT wish to set forth the terms and conditions on which TENANT shall have the right to occupy the Leased Premises for purposes of operating a public school, as well as the responsibilities of TENANT with respect to the use and maintenance thereof, and the rights and responsibilities of LAUSD as the fee owner of the Leased Premises.

NOW, THEREFORE, for good consideration had and received and the terms, conditions and covenants contained herein, LAUSD and TENANT hereby agree as follows:

ARTICLE 1. GENERAL TERMS

1.1 Definitions. Capitalized words and phrases used and not otherwise defined elsewhere in this Lease shall have the following meanings:

(a) "Applicable Law" means and refers to all present and future, foreseeable and unforeseeable, applicable laws (including, without limitation, the Ed. Code, the California Public Contract Code, the California Building Standards Law and any requirements of the California Division of State Architect, and the Americans With Disabilities Act), ordinances, orders (including consent decrees), rules and regulations, and requirements of all federal, state, county and municipal government, courts, departments, commissions, boards and offices, and any other governmental body

exercising jurisdiction over the School Site or exercising functions similar to those of any of the foregoing, foreseen or unforeseen. The Parties recognize that the laws applicable to the TENANT and the District may vary.

(b) “Deferred Maintenance” shall mean facilities repair or replacement projects as described in Ed. Code section 17582(a) or additionally approved by the State Allocation Board; and further detailed by Office of Public School Construction Deferred Maintenance Program Handbook, as updated from time to time. Those projects include, but are not limited to, work necessary to restore or replace deteriorated or damaged building systems such as plumbing, heating, air conditioning, electrical, roofing, flooring, and wall systems. The exterior and interior painting of school buildings, asphalt paving, the inspection, sampling and analysis of building materials to determine the presence of asbestos-containing materials, the encapsulation or removal of asbestos-containing 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, or such other items as may be approved by the Board, to such condition that the school buildings may be effectively utilized for their designated purposes.

(c) “Emergency” shall be defined to include circumstances that risk the health and safety of students, personnel or other persons on the Leased Premises, or circumstances that risk imminent damage or destruction to the Leased Premises, or otherwise jeopardizes the operation of the Leased Premises including, but not limited to, the safety and sanitary condition of the Leased Premises.

(d) “Environmental Laws” means and refers to all federal, state and local laws, ordinances, court orders and administrative directives, rules and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq. (“CERCLA”); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.; the Clean Water Act, 33 U.S.C. §§ 1251, et seq.; the Hazardous Substance Account Act, California Health & Safety Code §§ 25300, et seq.; the Hazardous Waste Control Law, California Health & Safety Code §§ 25100, et seq.; the Medical Waste Management Act, California Health & Safety Code §§ 15015, et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §§ 13000, et seq.; and Ed. Code §§ 17210, et seq., and California Code of Regulations, Title 5, §§ 14010, et seq.

(e) “Hazardous Materials” shall mean any substance or material that is described as a toxic or hazardous substance, explosive material, radioactive substance, waste or material, or a pollutant or contaminant or infectious waste, or words of similar import, in any of the Environmental Laws, and includes but is not limited to, asbestos, petroleum or petroleum products (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture

thereof), polychlorinated byphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity.

(f) “Leased Premises” shall mean the real property identified in Exhibit A and all buildings, structures, improvements, furniture, fixtures and other property owned by LAUSD located on said real property, and all utility (e.g. electrical, water, sewer, etc.) installations, systems and infrastructure located on and providing service to the Leased Premises. The term “Leased Premises” shall also include the Shared Premises unless expressly excluded or should be excluded in the context of the provision.

(g) “Release” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing, including continuing migration, into the environment of Hazardous Material into or through soil, air, surface water or groundwater.

(h) “Shared Premises” shall mean any portion of the School that is not designated for the exclusive use of TENANT as Leased Premises and any portion of the School that is not designated for the exclusive use of LAUSD or other user. As an example, and not as a limitation, Shared Premises can be an electrical room, pipes, conduits and other infrastructure providing services to both the Leased Premises and other portions of the School designated for the exclusive use of LAUSD or other user; or facilities available for use by all parties such as, but not limited to, the playfield, staff parking lot, library, or multi-purpose room.

(h) “Tenant Owned Property” shall mean those improvements, furniture, fixtures and other property owned by TENANT located on the Leased Premises.

1.2 Statutory References and Exhibits. The specific statutory references in this Lease are to the Statutes and Regulations of the State of California unless otherwise specified. All Exhibits and Attachments are deemed fully incorporated into this Lease.

ARTICLE 2. TERM

This Lease shall commence on the Commencement Date set forth in the Fundamental Lease Provisions and the term shall be co-terminus with the Charter Petition for the TENANT. If TENANT elects to renew the Charter Petition for the charter school, TENANT shall notify LAUSD of its desire to renew this Lease by delivering a written notice to LAUSD simultaneous with its submittal of the renewal of the Charter Petition and LAUSD shall within 30 days of its receipt of TENANT’s written notice indicate whether it is inclined to renew this Lease “as is” or whether there are any terms or conditions to be amended or modified. Notwithstanding any provision contained herein, this Lease may be terminated:

(i) Automatically upon expiration of the Charter Petition for the TENANT;

(ii) Automatically upon revocation or denial of renewal of the charter petition for the TENANT or, if TENANT elects to pursue the review and appeal process provided by the Ed. Code, automatically upon expiration of the review and appeal process provided by the Ed. Code;

(iii) For any breach of this Lease by TENANT which remains uncured after the notice and cure period provided in this Lease.

ARTICLE 3. LEASED PREMISES

3.1 Lease. LAUSD hereby leases to TENANT and TENANT hereby hires and leases from LAUSD the Leased Premises upon the terms and conditions stated herein.

3.2 Condition of the Leased Premises. LAUSD makes no representations or warranties, express or implied, as to the condition of the Leased Premises or the suitability of the Leased Premises for use by TENANT for TENANT's intended purpose of operating a public charter school. LAUSD is not aware of any defect in or condition of the Leased Premises that would prevent the Leased Premises to be used as a public school facility. TENANT, at its sole cost and expense, may conduct any and all inspections of the Leased Premises to its full and complete satisfaction so long as it notifies LAUSD in writing at least 30 days prior to the testing or inspection.

3.3 Furnishings and Equipment. LAUSD shall provide to the Leased Premises furnishings and equipment equivalent to those furnishings and equipment provided in the comparison group of schools in accordance with 5 C.C.R. Section 11969.2. These furnishings and equipment shall be used by TENANT in connection with the charter school. These furnishings and equipment shall remain the property of LAUSD. All furnishings and equipment located at the Leased Premises shall be the property of LAUSD unless TENANT has developed an inventory of the furnishings and equipment that TENANT has purchased for use on the Leased Premises. TENANT's property will be properly inventoried and supported by back-up documentation, such as receipts of purchase or other acceptable form of documentation. TENANT shall not be required to inventory its furnishings and equipment located on the Leased Premises if TENANT does not plan to require LAUSD to provide furnishings and equipment to the Leased Premises.

(a) Telecommunications. The Leased Premises are wired for telephone and computer data connectivity. TENANT shall be responsible to provide all communications equipment for the charter school and services for said communications equipment. LAUSD shall provide, as part of delivering the Leased Premises as reasonably equivalent, to the Leased Premises phones, computer and related computer hardware and software and any upgrades thereto if such upgrades have been provided to the comparison group of schools in accordance with 5 C.C.R. Section 11969.2.

(b) Maintenance and Other Services for the Furnishings and Equipment. LAUSD shall not be obligated to provide maintenance and other services for the good and safe operation of the furnishings and equipment, including those items provided in subsection (a) above. TENANT, at its sole cost and expense, shall be responsible to provide maintenance and other services for the good and safe operation of the furnishings and equipment. LAUSD may agree separately in writing to provide maintenance and/or other services regarding the good and safe operations of the furnishings and equipment.

3.4 Title to Leased Premises and Furnishings and Equipment. TENANT understands that this Lease shall provide TENANT with the right to occupy and use the Leased Premises and that TENANT represents and warrants that TENANT shall not assert any ownership right, title or interest to the Leased Premises based upon its status or possession, occupancy and use of the Leased Premises. This Lease shall only apply to the Leased Premises and the improvements thereto and those furniture, fixtures and equipment provided by LAUSD to the Leased Premises, and shall not be applicable to any Tenant Owned Property. There shall be a rebuttable presumption that any furniture, fixtures and equipment in the Leased Premises is owned by LAUSD and TENANT shall maintain an inventory and evidence of ownership of all Tenant Owned Property brought to, stored, maintained or used on the Leased Premises.

3.5 Delivery of Leased Premises. Unless TENANT is already in possession of the Leased Premises, LAUSD agrees to have the Leased Premises furnished, equipped and available for occupancy by TENANT on the Occupancy Date, as defined in the Fundamental Lease Provisions.

3.6 Compliance with Applicable Law. To the best of LAUSD's knowledge LAUSD is not aware of any defect in or condition of the Leased Premises that would prevent the use of the Leased Premises by TENANT for the charter school. LAUSD has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Leased Premises that calls into question the appropriateness or sufficiency of the Leased Premises for their intended purpose. LAUSD has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Leased Premises that calls into question the appropriateness or sufficiency of the Leased Premises for use as a public school facility. LAUSD discloses that as of the execution of this Lease, the Leased Premises may not comply with the Federal Americans with Disability Act. LAUSD acknowledges that TENANT shall not be responsible for repairs, replacements, alterations, renovations or other modifications or improvements that may result from the failure of the Leased Premises to comply with Applicable Laws at the time of commencement of this Lease unless the requirement to comply with Applicable Laws is imposed due to TENANT'S acts or failure to act in connection with the use of the Leased Premises. LAUSD agrees that TENANT shall not be liable for any harm, injury, or other liability resulting from the Leased Premises' failure to comply with Applicable Laws at the time of commencement of this Lease unless the failure to comply with Applicable Laws is imposed due to TENANT's acts or failure to act in connection

with the use of the Leased Premises. Notwithstanding anything herein to the contrary, TENANT shall only be responsible for compliance with ADA and FEHA access rights to the extent TENANT makes any modifications or improvements to the Leased Premises.

ARTICLE 4. USE OF LEASED PREMISES

4.1 Use. TENANT shall use the Leased Premises for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter Petition for the charter school, and incidental related uses, such as extracurricular activities for TENANT's students and LAUSD students, civic, and community uses, with such use being subject to the terms of this Lease, all Applicable Laws and LAUSD's standards and policies pertaining to use as a public school. LAUSD shall make available to TENANT and, during the term of this Lease, recommends TENANT inquire as to any updates or new standards and policies. TENANT acknowledges and agrees that the use which TENANT is permitted to make of the Leased Premises is a material provision of and consideration for this Lease. The Leased Premises shall not be used for any lewd, lascivious, immoral or illegal purpose, including, without limitation, the sale of indecent or pornographic videos, compact discs or literature, or use as an off-track betting parlor, billiard parlor, bar, nightclub, discotheque, a so-called "head shop," amusement arcade or massage parlor.

(a) TENANT'S Compliance. TENANT, at its sole cost and expense, shall use the Leased Premises as the charter school in accordance with all Applicable Law and LAUSD's policies, as may be amended from time to time, that may apply to (a) the Leased Premises, or (b) the use or occupancy of the Leased Premises by TENANT (including the use of the Leased Premises as a charter school). TENANT acknowledges and agrees that it has a continuing obligation to maintain the Leased Premises in accordance with all applicable federal, state and local laws, regulations, and ordinances, including, without limitation, Environmental Laws and the ADA, now in existence or subsequently enacted or promulgated during the Term.

(b) Fingerprinting. TENANT, at its sole cost and expense, shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in the Ed. Code. LAUSD, at its sole cost and expense, shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in the Ed. Code for all of its employees or consultants that LAUSD causes to enter upon the Leased Premises.

4.2 Continuous Use. TENANT shall uninterruptedly operate the charter school at the Leased Premises during the Term, except for normal and customary holidays and days during the traditional summer months when summer school is not in session as established by TENANT's school calendar and force majeure events.

4.3 Grant of Right to Use to Third Parties. Although TENANT shall have the exclusive use of the Leased Premises, TENANT shall have limited rights to grant to third parties the use of the Leased Premises as follows:

(a) Civic Center Use. TENANT agrees to comply with the provisions of the Civic Center Act (Ed. Code section 38131 et seq.) and shall make the Leased Premises reasonably available for use to the public. For purposes of compliance with the Civic Center Act, TENANT, at its sole cost and expense, shall prepare a fair and non-discriminatory policy, procedure and form of permit by which the Leased Premises will be available for public use in accordance with the Civic Center Act and submit a draft of said policy and procedure to LAUSD for its review. After LAUSD's review, TENANT shall adopt and implement the policy and procedures to make the Leased Premises available for use by the public in accordance with the Civic Center Act.

(b) Filming. TENANT acknowledges and agrees that TENANT shall have no right or authority to and shall not grant permission to use the name or image of the Leased Premises in any film, brochure or any other medium, or to film on the Leased Premises or engage in any film, documentary, television or other production on or involving the Leased Premises (generally referred to as the "Film Work"). LAUSD discloses that it is LAUSD's intention to maintain full control and ownership of the name and image of the Leased Premises and it has a policy requiring any money generated from Film Work to be shared so that the school campus enjoys a benefit from allowing the Film Work and schools that are not as fortunate to have Film Work have the opportunity for some extracurricular funds.

(i) Costs and Fees. TENANT shall refer to LAUSD's broker any requests for Film Work involving the Leased Premises. LAUSD and TENANT shall work cooperatively with one another to determine whether it is in the best interest of the respective entities to allow the Film Work to occur on the Leased Premises. If the parties agree to allow the Film Work to occur on the Leased Premises, the following shall apply:

(1) TENANT's Film Cost. TENANT shall provide LAUSD with a written estimate of its maintenance and operations ("M&O") costs (if TENANT is providing the M&O for the Leased Premises), utilities (if the utilities are no longer on LAUSD's rate plan), and security and supervision costs, if any (collectively referred to as the "TENANT's Film Cost"). If LAUSD is providing the M&O for the Leased Premises, LAUSD shall determine the TENANT's Film Cost.

(2) LAUSD's Film Cost. LAUSD shall determine whether it will have on-site supervision of the Film Work. If LAUSD will have its on-site supervision of the Film Work, LAUSD shall prepare an estimate of the cost ("LAUSD's Film Cost").

(3) Charge for Film Work. LAUSD shall cause its broker to charge to and collect in advance from the party conducting the Film Work the

following: (A) the TENANT's Film Cost; (B) the LAUSD's Film Cost; and (C) the permission fee established in accordance with LAUSD's then existing policy in effect.

Subsections (3)(A), (B) and (C) above shall sometimes collectively be referred to as the "Filming Fee."

(ii) Distribution of Filming Fee. LAUSD shall cause its broker to distribute the Filming Fee within 30 days of the broker receiving the Filming Fee and payment for any damage or destruction to the Leased Premises in order of the priority set forth below:

(1) Broker's Commission. LAUSD's broker shall deduct its commission as provided in the agreement in effect by and between LAUSD and the broker;

(2) TENANT's Film Cost. LAUSD's broker shall provide a check directly to TENANT for 100% of TENANT's Film Cost; provided, that if LAUSD is providing the M&O for the Leased Premises, TENANT shall endorse the check and deliver the same to LAUSD within 5 days of TENANT's receipt of the check from LAUSD's broker;

(3) LAUSD's Film Cost. LAUSD's broker shall provide a check directly to LAUSD for 100% of LAUSD's Film Cost;

(4) Balance. LAUSD's broker shall prorate and distribute the remaining balance of the Filming Fee in accordance with the then existing LAUSD policy on the proration of filming fees between LAUSD and schools. As of the date of this Lease, the remaining Balance of the Filming Fee is pro rated 75% to the school at which the filming occurred and 25% to LAUSD. LAUSD's broker shall be permitted to issue one (1) check payable to TENANT for those funds provided herein and set forth in (ii)(2) above so long as TENANT is performing 100% of the M&O for the Leased Premises. LAUSD's broker shall be permitted to issue one (1) check payable to LAUSD for those funds provided herein and set forth in (iv)(3) above.

(iii) Damage From Film Work. In the event of any damage or destruction of the Leased Premises due to the Film Work, LAUSD or LAUSD's film broker shall pursue the collection of the cost of repair and/or replacement of the damaged or destroyed portion from the party to whom permission was granted for the Film Work and all funds received shall first be used to repair and/or replace the damaged or destroyed portion to its condition existing prior to the Film Work; provided, that such work shall be performed by LAUSD or, if LAUSD so agrees, by TENANT; provided, further, that any remaining funds remaining after the repair and/or replacement work, shall be prorated between LAUSD and TENANT in accordance with the then existing LAUSD policy in effect.

(iv) Unauthorized Film Work. In the event TENANT allows Film Work to occur without the consent and participation of LAUSD, TENANT shall deliver to LAUSD within 20 days of its receipt of LAUSD's written demand the monies calculated in accordance with the following incremental scale:

0 to 3 incidences of Film Work in one (1) calendar year	50% of all monies, including the TENANT's Film Cost, received in connection with the Film Work.
4 to 6 incidences of Film Work in one (1) calendar year	75% of all monies, including the TENANT's Film Cost, received in connection with the Film Work.
7 to 9 incidences of Film Work in one (1) calendar year	90% of all monies, including the TENANT's Film Cost, received in connection with the Film Work.

(v) Unauthorized Consideration. In the event TENANT collects or receives additional consideration (e.g., donations of money, goods or services, extracurricular trips, etc.) in connection with the authorized Film Work or consideration for Film Work that occurs at, on or involves the Leased Premises outside of the process set forth in this Section 4.3(b), TENANT shall deliver to LAUSD within 30 days of its receipt of the unauthorized additional consideration a written statement describing the additional consideration. LAUSD shall have the right to demand a proportionate share of the additional consideration or the value of the additional consideration within 30 days of LAUSD's receipt of TENANT's written statement or that date when LAUSD discovers the additional consideration, and TENANT shall pay to LAUSD its proportionate share of the additional consideration as calculated in accordance with the incremental scale in subsection (iv) above.

(c) Sub-leasing; Sub-licensing. LAUSD discloses that it has an interest in the use of the Leased Premises because of the possible impacts to the community in which the Leased Premises are located, goodwill, and in accordance with its policy, a portion of the fees generated from the use of LAUSD property is shared with the school campus burdened with the use by third-parties and a portion is distributed to LAUSD's general fund for the benefit of all LAUSD students. TENANT agrees it shall have limited right or authority to grant permission to use the Leased Premises, or portion thereof, to any third-party (generally referred to as the "Third-party Use") as provided herein. TENANT and LAUSD shall work cooperatively to determine whether a requested use of the Leased Premises should be granted. **NOTWITHSTANDING ANY PROVISION IN THIS LEASE, TENANT SHALL HAVE NO RIGHT OR AUTHORITY TO GRANT THE USE OF THE SHARED PREMISES.** TENANT may grant Third-party Use of the Leased Premises on satisfaction of all of the following:

(i) Use. Any Third-party Use of the Leased Premises shall be in accordance with this Lease. Regardless of any consent by LAUSD, TENANT shall

remain liable under this Lease for any Third-party Use and shall be solely responsible to obtain any necessary permits and approvals for the use by the applicable local agency and to pay any fees, taxes or other charges arising from such use.

(ii) Third-party Use Policy. TENANT, at its sole cost and expense, shall develop a fair and non-discriminatory policy, procedure and form of instrument(s) for Third-party Use of the Leased Premises, including a rate or schedule of fees for the use of the Leased Premises, which shall comply with Sections 17455 et seq. of the Ed. Code (“Third-party Use Policy”). TENANT shall provide a draft of the Third-party Use Policy to LAUSD for its review and comments. LAUSD shall review and provide comments to TENANT’s Third-party Use Policy within 30 days of LAUSD’s receipt and if LAUSD fails to respond within said time period, TENANT may proceed to adopt said Third-party Use Policy and shall provide to LAUSD a copy of said Third-party Use Policy with evidence of TENANT’s adoption. TENANT may revise and amend said Third-party Use Policy periodically in its discretion so long as such Third-party Use Policy is presented to LAUSD for review and acceptance as provided in this subsection (ii). The Third-party Use Policy contemplated herein is intended to be separate and distinct from TENANT’s policy for the use of the Leased Premises under the Civic Center Act.

(iii) Retention of TENANT’s Agent. TENANT, at its sole cost and expense, may retain an independent third-party to act as TENANT’s agent to receive requests for the use of the Leased Premises, provide LAUSD with written notice of the request and intended use, administer the Third-party Use Policy, and distribute to LAUSD a portion of TENANT’s permission fee, which proportionate share shall be determined in accordance with the then existing LAUSD policy regarding the distribution of permission fees between LAUSD and LAUSD schools arising from the use of LAUSD property (“LAUSD Proration Schedule”). As an example, as of the date of this Lease, LAUSD distributes 68% of a permission fee (this does not include M&O costs) to the school and retains 32%. The agreement with TENANT’s agent shall address the foregoing in detail and include a provision stipulating that the parties shall not amend or other wise change the agreement without LAUSD’s prior written consent. TENANT shall provide to LAUSD a copy of the unexecuted agreement with TENANT’s agent and LAUSD shall have the right to review and consent to said agreement, provided that if LAUSD fails to consent or comment to said agreement within 30 days of LAUSD’s receipt of said agreement, LAUSD shall be deemed to have consented to said agreement between TENANT and TENANT’s agent.

TENANT, in its discretion, may participate with other “sole occupant tenants” who have entered into Sole Occupant Leases or Multi-Year Co-Location Leases with LAUSD in retaining an agent acceptable to LAUSD to administer TENANT’s Third-party Use Policy. The phrase “sole occupant tenants” as used above shall mean and be restricted to those charter schools with valid charter petitions approved by LAUSD and have executed either a Sole Occupant Lease or Multi-Year Co-Location Lease containing the same terms and conditions as in this Lease.

(iv) LAUSD's Review. Prior to any Third-party Use of the Leased Premises, TENANT or TENANT's agent shall provide to LAUSD a copy of the Third-party Use request, any additional information regarding the requesting party and explaining the nature of the proposed use, and estimated fees to be paid by the requesting party. LAUSD shall have 5 business days to review and object to the request; provided, that if LAUSD objects to the requested use, TENANT shall deny the request to use.

(v) Costs and Fees. If TENANT and LAUSD agree to allow a Third-party Use, the following shall apply:

(1) LAUSD's Cost. LAUSD shall determine whether it will have on-site supervision or inspection of the use and, if LAUSD will have on-site supervision or inspection, LAUSD shall prepare an estimate of the cost. If LAUSD is providing M&O services to the Leased Premises and the Third-party Use will require M&O services in addition to what LAUSD is providing under its agreement with TENANT, LAUSD shall prepare an estimate of the cost of such additional M&O services based upon the requested use (collectively the "LAUSD's Cost").

(2) Charge for Use. TENANT shall cause its broker to charge to and collect in advance from the party requesting the use the following: (1) the LAUSD's Cost; (2) TENANT's M&O and supervision costs, if any and not built into TENANT's permission fee; and (3) TENANT's permission fee established in accordance with TENANT's then existing policy in effect.

Subsections (1) and (2) above shall sometimes collectively be referred to as the "Use Fee."

(vi) Distribution of Use Fee. The Use Fee shall be distributed in order of the priority set forth below:

(1) LAUSD. TENANT's agent shall provide a check directly to LAUSD for 100% of LAUSD's Cost and LAUSD's proportionate share of TENANT's permission fee based upon the then existing LAUSD Proration Schedule;

(2) Broker's Commission. TENANT's agent shall deduct its commission as provided in the agreement in effect by and between TENANT and the agent;

(3) Balance. TENANT's agent shall distribute the remaining balance of the Use Fee in accordance with the agreement between TENANT and agent.

(vii) Damage From Use. In the event of any damage or destruction of the Leased Premises due to the use, TENANT or TENANT's agent shall pursue the collection of the cost of repair and/or replacement of the damaged or destroyed portion from the party to whom permission was granted for the use; provided, that if

TENANT or TENANT's agent fail to pursue the collection of the cost of repair and/or replacement, TENANT hereby authorizes LAUSD to act on its behalf and LAUSD may, but shall not be obligated to, pursue the collection of the cost of repair and/or replacement from the user so long as it provides written notice to TENANT that it intends to do so. LAUSD discloses and TENANT acknowledges and agrees that if TENANT or TENANT's agent fail to pursue the collection of the cost of repair and/or replacement from the user and LAUSD declines to pursue the user for the cost of repair and/or replacement of the damaged or destroyed portion of the Leased Premises, the provisions of this Lease pertaining to damage and/or destruction of the Leased Premises shall continue to apply. TENANT shall use all funds received to first repair and/or replace the damaged or destroyed portion of the Leased Premises to its condition existing prior to the use.

(viii) Unauthorized Use. In the event TENANT allows use of the Leased Premises to occur without the consent and participation of LAUSD, TENANT shall deliver to LAUSD within 20 days of its receipt of LAUSD's written demand the monies calculated in accordance with the following incremental scale:

0 to 3 incidences of use in one (1) calendar year	50% of all monies, including TENANT's costs, received in connection with the use.
4 to 6 incidences of use in one (1) calendar year	75% of all monies, including TENANT's cost, received in connection with the use.
7 to 9 incidences of use in one (1) calendar year	90% of all monies, including TENANT's cost, received in connection with the use.

(ix) Unauthorized Consideration. In the event TENANT collects or receives additional consideration (e.g., donations of money, goods or services, extracurricular trips, etc.) in connection with the Third-party Use or consideration for Third-party Use that occurs on the Leased Premises outside of the process set forth in this Section 4.3(c), TENANT shall deliver to LAUSD within 30 days of its receipt of the unauthorized additional consideration a written statement describing the additional consideration. LAUSD shall have the right to demand a proportionate share of the additional consideration or the value of the additional consideration within 30 days of LAUSD's receipt of TENANT's written statement or that date when LAUSD discovers the additional consideration, and TENANT shall pay to LAUSD its proportionate share of the additional consideration as calculated in accordance with the incremental scale in subsection (viii) above.

(d) Use of LAUSD Asset Management. Notwithstanding any provision herein, TENANT may request to use LAUSD's asset management group to

handle Third-party Use requests and LAUSD may agree to provide such service to TENANT based on mutually agreeable terms and conditions.

ARTICLE 5. OVERSIGHT FEE; PRO RATA SHARE AND OTHER PAYMENTS

5.1 Oversight Fee. LAUSD shall have the right to charge and collect an oversight fee for its supervisory duties set forth in Ed. Code Section 47604.32 (“Oversight Fee”). During the Term of this Lease, LAUSD shall charge that oversight fee permitted in accordance with Section 47613 of the Ed. Code. As of the date of this Lease, LAUSD shall have the right to charge and collect an oversight fee of up to 3% of the “revenue of the TENANT” if LAUSD does not collect a Pro Rata Share. Alternatively, as of the date of this Lease, LAUSD shall have the right to collect an oversight fee of up to 1% of the “revenue of the TENANT” in accordance with said Section 47613 if LAUSD elects to collect a Pro Rata Share in accordance with Section 47614(b) of said Ed Code. The Oversight Fee shall be paid in 12 monthly installments as a recurring payment in accordance with Section 5.3 below. The Oversight Fee shall be adjusted periodically during the Term of this Lease in accordance with any changes in applicable law.

5.2 Pro Rata Share. In accordance with Section 47614(b) of the Ed. Code, LAUSD may collect a Pro Rata Share charge from TENANT based on the ratio of space allocated by LAUSD to TENANT divided by the total space of LAUSD. TENANT agrees that the space allocated to TENANT shall be the total square footage of the Leased Premises, including as the Leased Premises may be altered by TENANT under the terms of this Lease, and TENANT’s proportionate share of the Shared Premises, if applicable. TENANT’s proportionate share of the Shared Premises shall be calculated by taking the total number of TENANT’s classrooms divided by the total number of classrooms at the School; provided, that if the square footage of the classrooms at the School vary, LAUSD may elect to base the calculation on square footage. The estimated total of the Pro Rata Share shall be payable by TENANT in 12 monthly installments as a recurring payment in accordance with Section 5.3 below. The term “Pro Rata Share” shall refer to those monies collected by LAUSD in accordance with Section 47614 of the Ed. Code.

5.3 Recurring Payments. TENANT shall pay to LAUSD all agreed upon recurring payments before or on the 1st day of each calendar month without notice or invoice by LAUSD. If TENANT fails to either make a timely payment or dispute the payment, as provided in Section 5.5 below, LAUSD shall provide TENANT with a notice of non-payment and TENANT shall have 10 business days from the date of receipt of LAUSD’s notice to respond. If TENANT does not either make payment or dispute the payment, TENANT authorizes and LAUSD may deduct the outstanding recurring payment from the TENANT’s revenue account.

Notwithstanding anything in this Lease, TENANT shall have the right to instruct LAUSD in writing to deduct any payment, including recurring payments due and owing from TENANT’s revenue account.

5.4 Timely Payment. TENANT shall pay all recurring payments as provided in Section 5.3 above. LAUSD shall deliver to TENANT an invoice for other charges arising under this Lease and TENANT shall pay said charge by check or cash within 20 days following the receipt of the invoice. If TENANT fails to pay any recurring payment and/or a charge when due or at the latest within the applicable cure period, the unpaid amounts shall bear interest at the lesser of: (i) the rate publicly announced from time to time by the largest (as measured by deposits) chartered bank operating in California, as its prime rate, reference rate or other similar benchmark rate, plus 2%, or (ii) the maximum rate then allowed by law (“Interest Rate”) from the date such amount was originally due to the date paid.

5.5 Disputes as to Payment. If TENANT disputes all or any part of a payment due under this Lease, TENANT shall pay the undisputed portion of the payment per the terms provided in this Lease and shall deposit the disputed amount into escrow with an escrow company authorized to do business in the State of California or otherwise mutually agreed between the parties, at the TENANT’s expense. TENANT shall provide LAUSD with a letter or notice entitled “Payment Under Protest” stating that TENANT plans to dispute such payment and proof of deposit of funds into escrow provided by the escrow company. The Payment Under Protest notice shall be provided to LAUSD by the date that said payment would have been due under this Lease. Within 30 days after the date when the disputed payment was due, TENANT shall provide a further letter to LAUSD specifying in detail why TENANT is not required to pay all or part of such amount.

The parties agree to first attempt to resolve such disputes pursuant to the dispute resolution provisions in Section 22.1 of this Lease. The disputed amount shall remain in escrow until the payment dispute is resolved either through the dispute resolution process or by a final judgment from a court of competent jurisdiction. Any interest accrued on the escrowed funds shall be allocated to the parties proportionally on the same percentage allocation as the disputed payment amount. Any portion of the disputed amount that is awarded to LAUSD shall bear interest at the Interest Rate provided in Section 5.4 above; provided, that any interest accrued on the escrow funds, or portion thereof, that is awarded to LAUSD shall be deducted from the amount due for the Interest Rate.

5.6 Timely Charges. The Parties agree that the statute of limitations to collect or dispute any amounts due and owing under this Lease shall be 4 years from the date when said charge accrued.

5.7 Taxes; Assessments. TENANT shall pay any assessment on the Leased 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 Leased Premises or TENANT’s legal or equitable interest created by this Lease, and taxes assessed against and levied upon TENANT’s Alterations, as defined below, 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 Leased Premises address and where the

proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Leased Premises is located. LAUSD shall deliver any such tax or assessment to TENANT and TENANT shall pay such tax or assessment before delinquency; provided, that if LAUSD does not receive from TENANT any evidence of the timely payment of such tax or assessment, LAUSD may, but shall not be obligated to, pay such tax or assessment to avoid delinquency and LAUSD shall seek repayment from TENANT in accordance with Section 5.4 above. TENANT may contest or dispute the tax or assessment with the taxing authority.

ARTICLE 6. MAINTENANCE OF LEASED PREMISES

6.1 Maintenance & Operations Services. TENANT, at its sole cost and expense, shall maintain and operate the Leased Premises in a good, safe and sanitary condition. TENANT shall observe all Applicable Laws and incorporate LAUSD's reasonable standards and policies into the maintenance and operation policies of TENANT for the Leased Premises as a minimum threshold. Maintenance and operations ("M&O") are broadly and generally defined as maintaining, repairing, and operating buildings (including the classrooms therein) and grounds efficiently on a regular basis, in a manner that promotes learning in a safe, clean, and healthy environment. The foregoing shall include compliance with LAUSD's pest management policy attached hereto and incorporated herein by reference as Exhibit D and as may be amended during the Term of this Lease.

Notwithstanding the foregoing, TENANT agrees TENANT shall have no right to maintain and/or operate the Shared Premises or provide M&O services for the Shared Premises. TENANT agrees TENANT shall pay its proportionate share for the maintenance and operation of and M&O services for the Shared Premises by LAUSD and such payment shall be made in accordance with Sections 5.2 and 5.3.

6.2 Fee-For-Services.

(a) Recurring Fee-For-Services. TENANT may request LAUSD to provide all M&O services to maintain and operate the Leased Premises in a good, safe and sanitary condition in accordance with LAUSD's standards and policies and LAUSD may agree to provide services to the Leased Premises. TENANT and LAUSD shall mutually agree on the scope and the fees for the services in a written instrument ("Fee-For-Services") and the charge for said services shall be a recurring payment payable in accordance with Section 5.3 above.

(b) Non-Recurring Fee-For-Services. In addition to any recurring Fee-For-Services, if any, TENANT may request in writing for additional or one-time occurring M&O services and an estimate of the fee for said service(s). LAUSD shall provide TENANT with an estimate for the requested service(s) within 5 business days of LAUSD's receipt of TENANT's request. Upon mutual agreement regarding the scope of service(s) to be provided and the fee associated for said service(s), the parties shall execute an agreement setting forth at a minimum the scope of service(s), the fee for said

service(s), and the date when the service(s) shall commence and be completed. LAUSD shall issue an invoice to TENANT for said service(s) and TENANT shall pay said invoice in accordance with Section 5.4 above.

The charge for Fee-For-Services, regardless of whether such charge is recurring or sporadic, shall not constitute a Pro Rata Share charge as contemplated by Section 47614(b) of the Ed. Code. To the extent that TENANT has requested services for which a flat monthly fee is charged, such monthly charge shall be prorated for any partial month. The charges for Fee-For-Services will not be deducted by LAUSD from TENANT's revenue account nor offset against any monies owing to TENANT.

6.3 Deferred Maintenance. In accordance with the Ed. Code, LAUSD is required to prepare a 5 year plan for deferred maintenance ("Deferred Maintenance Plan") for LAUSD property, which may include the Leased Premises. A copy of the Deferred Maintenance Plan for the Leased Premises currently in effect as of the Commencement Date of this Lease is attached hereto and incorporated herein by reference as Exhibit E. The Deferred Maintenance Plan shall include a schedule and description of Deferred Maintenance services to be delivered by LAUSD to the Leased Premises if the Leased Premises are eligible for inclusion; provided, however, the parties acknowledge that there may not be any scheduled Deferred Maintenance services for the Leased Premises. During the Term of this Lease and in accordance with Section 11.1 below, LAUSD shall have the right to inspect the Leased Premises to identify those Deferred Maintenance services required and recommended for the Leased Premises.

(a) LAUSD Responsibility for Deferred Maintenance. During the Term of this Lease, LAUSD shall be responsible for the Deferred Maintenance services to the Leased Premises if the Leased Premises are eligible to be included in LAUSD's plan for Deferred Maintenance pursuant to Section 17582 of the Ed. Code and the replacement of furnishings and equipment supplied by LAUSD in accordance with LAUSD's schedules and practices. If the Leased Premises is eligible for inclusion in LAUSD's plan for Deferred Maintenance, in addition to the services set forth in the Deferred Maintenance Plan, TENANT may request additional Deferred Maintenance services or accelerated service by submitting a written request to LAUSD's Maintenance & Operations Division and LAUSD may perform such additional or accelerated Deferred Maintenance services for TENANT as LAUSD deems appropriate in its reasonable judgment. LAUSD acknowledges and agrees that it will carry out its responsibilities pursuant to this Section 6.3(a) in a good and workmanlike manner by properly qualified and licensed personnel and in accordance with all Applicable Law and LAUSD policies. LAUSD further acknowledges and agrees that all work it is obligated to perform pursuant to this Section 6.3(a) will be timely commenced and diligently prosecuted through completion.

Section 17584 of the Ed. Code sets forth the requirement for LAUSD's budgeting for deferred maintenance which is based upon LAUSD's average daily attendance. LAUSD does not and cannot include TENANT's students in LAUSD's average daily attendance figures and, as a result, does not receive allocation from the State of California

for TENANT's students that may be applied towards deferred maintenance for the Leased Premises. LAUSD discloses that the Leased Premises shall be eligible for inclusion in LAUSD's plans for Deferred Maintenance if LAUSD receives funds for the Deferred Maintenance of the Leased Premises from TENANT or other sources but excluding LAUSD's general fund.

(b) TENANT Responsibility for Deferred Maintenance. If the Leased Premises are not eligible for inclusion in LAUSD's Deferred Maintenance Plan(s), TENANT, at its sole cost and expense, shall be responsible for the Deferred Maintenance of the Leased Premises in a good, safe and sanitary condition in compliance with all Applicable Laws and LAUSD's standards and policies, and all of the following conditions:

(i) The Deferred Maintenance work and/or services shall comply with all conditions and requirements applicable to a public school facility as if performed by LAUSD such as, but not limited to, compliance with California Division of State Architect ("DSA") and California Environmental Quality Act ("CEQA");

(ii) TENANT shall prepare a plan for Deferred Maintenance that will identify at a minimum the nature and scope of the work and/or services, the contractor(s) that will perform the Deferred Maintenance on behalf of TENANT, and the estimated timeline and satisfaction of the plan from commencement to completion. TENANT shall submit said plan to LAUSD for review prior to submittal to any regulatory agency under the Applicable Laws for any appropriate permits and/or approvals;

(iii) Upon receipt of TENANT's plan for Deferred Maintenance, TENANT and LAUSD shall schedule a mutually agreeable date when LAUSD may enter and inspect the Leased Premises so it may review and evaluate TENANT's plan for Deferred Maintenance;

(iv) LAUSD shall provide comments, conditions and/or approval of TENANT's plan no later than 30 days after LAUSD's inspection of the Leased Premises; provided, that if LAUSD fails to provide a response to TENANT's proposed plan for Deferred Maintenance, TENANT's proposed shall be deemed approved on the 31st day and TENANT may proceed to obtain the appropriate permits and/or approvals required under Applicable Laws.

TENANT acknowledges and agrees that it will carry out its responsibilities pursuant to this Section 6.3(b) in a good and workmanlike manner by properly qualified and licensed personnel and in accordance with all Applicable Law and LAUSD policies. TENANT further acknowledges and agrees that all work it is obligated to perform pursuant to this Section 6.3(b) will be timely commenced and diligently prosecuted through completion. TENANT shall have the option of requesting LAUSD to perform TENANT's plan for Deferred Maintenance services and LAUSD may agree to provide the services to accomplish TENANT's plan for Deferred Maintenance; provided, that the

parties shall enter into a written agreement setting forth the fee for such services, work schedule and other terms and conditions.

6.4 LAUSD May Perform. In the event LAUSD determines M&O service(s) is appropriate for the Leased Premises to be in a good, safe and sanitary condition and/or Deferred Maintenance service(s) is necessary to preserve the Leased Premises, in accordance with Applicable Laws and/or LAUSD standards and policies, LAUSD shall identify the nature and scope of the M&O service and/or Deferred Maintenance service in a written instrument delivered to TENANT (“Notice of M&O or Deferred Maintenance”). TENANT shall have 30 days from the date of its receipt of the Notice of M&O or Deferred Maintenance to perform the identified M&O service(s) and/or Deferred Maintenance service(s) or deliver to LAUSD a plan to commence and perform the M&O service(s) and/or Deferred Maintenance service(s); provided, that if TENANT fails to do so, LAUSD may perform the identified M&O service(s) and/or Deferred Maintenance service(s) and TENANT shall reimburse LAUSD pursuant to Section 5.4 above. In the event of an Emergency, LAUSD may perform any service necessary to mitigate the Emergency without notice to TENANT and TENANT shall reimburse LAUSD pursuant to Section 5.4 above.

6.5 LAUSD’s Obligations. TENANT acknowledges that LAUSD shall have no responsibilities or obligation to maintain the Leased Premises by providing M&O services and Deferred Maintenance services unless the parties mutually agree upon the scope of and fee for LAUSD’s services and enter into an appropriate agreement.

ARTICLE 7. INSURANCE

7.1 TENANT’s Insurance. Beginning on the Commencement Date and continuing until this Lease terminates, TENANT shall satisfy all of the following insurance requirements:

(a) Liability Insurance.

(i) Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles as named additional insured and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and the charter school's insurance primary despite any conflicting provisions in the charter school's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Office of Risk Management for the LAUSD.

(ii) Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the charter school from claims that may arise from its operations pursuant to the Workers' Compensation Act

(Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

(iii) Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the charter school does not operate a student bus service. If the charter school provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.

(iv) Fidelity Bond coverage shall be maintained by the Charter School to cover all charter school employees who handle, process or otherwise have responsibility for charter school funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$50,000 per occurrence, with no self-insured retention.

(v) Professional Educators Errors and Omissions liability coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or by separate policy, with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.

(vi) Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.

(vii) Excess/umbrella insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

(b) Property Insurance.

(i) TENANT, at its sole cost and expense, shall participate in LAUSD's property insurance program to protect the physical property and fixtures and equipment against loss from theft, fire, or other perils ("LAUSD Property Insurance Program") by paying TENANT's proportionate share of the costs LAUSD incurs to obtain and maintain property insurance for LAUSD property. Participation in the LAUSD Property Insurance Program is required for consistent coverage and policy conditions to protect the property. LAUSD discloses that its property insurance renews effective July 1 and a new insurance premium will go into effect. LAUSD shall provide written notice of any adjustment in TENANT's Property Insurance Premium, as defined below, and, in the event of any increase in TENANT's Property Insurance Premium, TENANT agrees that LAUSD's written notice shall constitute an invoice and TENANT shall remit payment to LAUSD to bring TENANT's Property Insurance Premium current from July 1 to the next installment payment of TENANT's Property Insurance Premium in accordance with Section 5.4 above; provided, that in the event of any decrease in TENANT's Property Insurance Premium, LAUSD shall provide TENANT with a credit applied equally to the remaining installment payments for that fiscal year and LAUSD shall provide written notice to TENANT.

(1) TENANT shall pay a property insurance premium calculated as follows: (A) Determine TENANT's square footage by adding the total square footage of the Leased Premises and TENANT's proportionate share of the Shared Premises; (B) Divide the number calculated in (A) by the total square footage of K-12 LAUSD property to determine TENANT's proportionate share; and (C) Multiply TENANT's proportionate share to the per-square-foot rate for the premium for the LAUSD Property Insurance Program ("TENANT Property Insurance Premium"). TENANT shall pay the TENANT Property Insurance Premium in twelve (12) equal installments in accordance with Section 5.3 above. LAUSD may include the TENANT Property Insurance Premium as an item disclosed in the statement for Pro Rata Share.

(2) TENANT, at its sole cost and expense, shall be responsible to pay any property insurance deductible under the LAUSD Property Insurance Program for any claims, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or in connection with the use or occupancy of the Leased Premises and/or Shared Premises, or any component or part thereof, by TENANT. LAUSD discloses that as of June 1, 2009, the property insurance deductible for the LAUSD Property Insurance Program is \$500,000. TENANT may purchase a lower deductible starting at \$100,000 for an additional payment and, if requested by TENANT and approved, said additional payment shall be paid in 12 equal installments in accordance with Section 5.3 above. LAUSD may include the additional consideration for the reduced property insurance deductible as an item disclosed in the statement for Pro Rata Share.

Within 30 days of TENANT's execution of this Lease, TENANT shall deliver to LAUSD evidence satisfactory to LAUSD of TENANT's ability to pay the \$500,000 property insurance deductible or that amount of property insurance deductible that TENANT is requesting. Thereafter throughout the Term of this Lease before or on the first day of September, TENANT shall deliver to LAUSD evidence satisfactory to LAUSD of TENANT's ability to pay the \$500,000 property insurance deductible or that amount of property insurance deductible that TENANT requested and has been approved for.

In the event of any change in TENANT's finances which LAUSD, in its reasonable judgment, may prevent TENANT from satisfying its obligation to pay the property insurance deductible, LAUSD shall provide written notice to TENANT identifying LAUSD's concerns and its election to deduct the TENANT Property Insurance Premium from TENANT's revenue account with LAUSD and, within 30 days of its receipt of LAUSD's written notice, TENANT shall either provide additional written evidence of its ability to pay the property insurance deductible for LAUSD's consideration and possible acceptance or propose an alternative form of assurance that TENANT can pay the property insurance deductible for LAUSD's consideration and possible acceptance. If LAUSD, in its reasonable judgment, determines that TENANT's additional evidence or alternative form of assurance is not sufficient, LAUSD may begin deducting the TENANT Property Insurance Premium from

TENANT's revenue account with LAUSD beginning on the first day of the following month; provided, however, if TENANT is delinquent in paying its Pro Rata Share and has not cured its delinquency after receipt of the notice required in Section 5.3, LAUSD may immediately proceed to deduct from TENANT's revenue account the outstanding monies.

(3) In the event of any change to the LAUSD Property Insurance Program or any change in the use or occupancy of the Leased Premises and Shared Premises by TENANT that affects the amount of the TENANT Property Insurance Premium and/or any reduced property insurance deductible, LAUSD shall provide to TENANT a written statement setting forth the change and the change in the amount of the TENANT Property Insurance Premium, including the amount to be paid in 12 equal installments or quarterly installments as elected by LAUSD, and, if applicable, the amount due and payable for the reduced property insurance deductible that TENANT requested and has been approved for. The new amount(s) stated in said written notice shall go into effect on the first day of the next following month; provided, that if the new amount is an increase in payment, such increase shall not go into effect for at least 30 days after TENANT's receipt of LAUSD's written notice.

(ii) TENANT, at its sole cost and expense, shall obtain and maintain property insurance against fire, vandalism, malicious mischief and such other additional perils as now are or hereafter may be included in a standard "All Risks" coverage, including sprinkler leakage, insuring all of the Tenant Owned Property and TENANT's loss of income or extra expense, and other items of personal property ("TENANT's Property") in an amount not less than 100% of replacement value. Such insurance shall contain: (i) a waiver of coinsurance or contribution clauses, (ii) a replacement cost endorsement, and (iii) a waiver of subrogation in favor of LAUSD.

Notwithstanding the foregoing, TENANT shall have the right to obtain and maintain during the Term of this Lease insurance coverage in excess of the minimum requirements set forth above and as may be periodically adjusted. Notwithstanding the amount of insurance coverage specified above, LAUSD shall have the right to periodically review the insurance requirements set forth herein and adjust the insurance requirements that TENANT shall be obligated to observe as LAUSD deems prudent in its business judgment. In the event LAUSD adjusts the insurance requirements under this Lease, LAUSD shall provide TENANT with written notice of the adjusted insurance requirements and TENANT shall have 30 days from the date of its receipt of LAUSD's notice to adjust TENANT's insurance coverage accordingly.

7.2 Insurance Policy Criteria. All policies of insurance required to be carried by TENANT shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than A.M. Best, A-, VII, or better. Any such insurance required of TENANT hereunder may be furnished by TENANT under any blanket policy carried by it or under a separate policy therefor. A true and exact copy of each paid-up policy evidencing such insurance or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required and containing the

provisions specified herein, shall be delivered to LAUSD prior to the date TENANT is given the right to possession of the Leased Premises, and upon renewals, not less than 30 days prior to the expiration of such coverage. In addition, **all policies shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles as named additional insured.** TENANT's insurance policies shall provide specifically that any insurance carried by LAUSD which may be applicable to any claims or loss shall be deemed excess and TENANT's insurance shall be primary for any claims, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or in connection with the use or occupancy of the Leased Premises, or any component or part thereof, by TENANT's Parties; provided however that LAUSD's insurance shall be primary for claims caused by the gross negligence, intentional disregard or malfeasance of LAUSD. LAUSD may, at any time and from time to time, upon reasonable notice to TENANT and at no cost to TENANT, inspect and/or copy any and all insurance policies required hereunder which TENANT has obtained and maintains, and in no event shall the then-limits of any policy be considered as limiting the liability of TENANT under this Lease.

7.3 Failure to Obtain Insurance. If TENANT fails to procure, maintain and/or pay for at the times and for the durations specified in this Lease, the insurance required hereunder, or fails to carry insurance required by any Applicable Law, LAUSD may (but without obligation to do so), and with concurrent notice to TENANT, perform all or some of such obligations on behalf of TENANT, and the cost thereof, together with interest thereon at the Interest Rate from the date of demand until paid, shall become due and payable as additional payment by TENANT to LAUSD. Prior to exercising such right, LAUSD shall provide written notice to TENANT identifying the insurance requirements in this Article 7 which LAUSD intends to perform on behalf of TENANT

7.4 Reimbursement. TENANT shall reimburse LAUSD for cost of the premiums paid by LAUSD for the insurance carried by LAUSD pursuant to the terms of section 7.3 herein, in accordance with Section 5.4.

7.5 LAUSD Insurance. During the Term of this Lease, LAUSD shall maintain insurance or shall self-insure against claims for injuries to persons or damages to property (real and personal, including the structures on the Leased Premises and any personal property owned by LAUSD) in amounts equal to that which would be in place if the Leased Premises were occupied by another school of LAUSD; provided, that TENANT's insurance policies shall be primary and LAUSD's coverage of the Leased Premises shall be excess as provided in Section 7.2 above. For services provided by LAUSD to TENANT, LAUSD shall maintain responsibility for those services and such services shall be covered by LAUSD's self-insurance or any insurance that LAUSD may maintain.

7.6. Interpretation. For purposes of this Article 7 and all other provisions of this Lease pertaining to liability and indemnification, the term "TENANT" shall be construed to mean TENANT, its board or governing body, officers, employees, agents, students and invitees.

ARTICLE 8. ADDITIONS AND ALTERATIONS

8.1 Right to Improve. During the Term of this Lease, TENANT, at its sole cost and expense, shall have the right to make alterations, additions, or improvements to, including signage installation, on the Leased Premises (“Alteration” or “Alterations”) so long as LAUSD approves in writing of the proposed Alterations, such Alterations complies with Applicable Laws and LAUSD standards, and TENANT satisfies all of the conditions set forth herein and in Section 8.2 below. For purposes of any maintenance, repair, modification or Alterations to the Leased Premises the phrase “Applicable Laws” shall refer to all statutes, ordinances, rules and regulations pertaining to public schools as if the Leased Premises was still a school campus operated by LAUSD and LAUSD was the entity performing the work such as, but not limited to, the submittal to and approval by the Division of State Architect, if applicable, the California Public Contracting Code, and California Labor Code. If TENANT’s Alterations requires the Leased Premises to immediately comply with any statutes, ordinances, rules and regulations applying to the Leased Premises, TENANT, at its sole cost and expense, shall comply with and satisfy such statute, ordinance, rule and/or regulation, or may elect not to construct its Alterations. As an example, and not as a limitation on the construction of this provision or an admission, if an Alteration causes the Leased Premises to immediately comply with the Americans with Disabilities Act, TENANT shall bear the sole expense of compliance or may elect not to construct the Alteration. Unless otherwise agreed by the parties in writing, TENANT maintains its ownership rights in any Alterations and may be allowed to remove the same at termination of this Lease so long as TENANT, at its sole cost and expense, restores the Leased Premises to the condition existing prior to the Alteration, reasonable wear and tear excluded. The term “Leased Premises” as previously defined shall be construed to include any Alterations that TENANT may cause to occur during the Term of this Lease but shall not be construed to convey ownership of any Alterations from TENANT to LAUSD; provided, further, that LAUSD shall not be responsible for nor obligated to provide any deferred maintenance for any Alterations by TENANT and LAUSD shall not include any Alterations by TENANT in any of the required regulatory inspections set forth in Exhibit C.

8.2 Conditions. In addition to the following conditions, LAUSD may, but shall not have an obligation to, require TENANT to comply with additional conditions not stated herein so long as LAUSD provides written notice of said conditions within 30 days of TENANT’s submittal of notice as required in subsection (a) below.

(a) LAUSD Approval. Before TENANT submits for any permits or approvals for any Alteration, TENANT shall provide to LAUSD the plans for said Alteration and a written statement regarding: (i) the scope and nature of the proposed Alteration; (ii) the estimated timeline for construction; (iii) the intended use of the Alteration; (iv) the estimated total cost of construction of the Alterations; (v) the selected architect, construction manager, general contractor or multiple prime contractors for construction (collectively the “Contractor”) that are licensed, in good standing and authorized to do business in the State of California; (vi) each subcontractor listed by the

Contractor in the bid(s) to be accepted by TENANT or subcontractors substituted pursuant to the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq.), (each, a "Major Sub" and collectively "Major Subs") engineer, consultant and professional retained for the Alterations ("Consultants"). Plans and the written statement shall be delivered to LAUSD's Director of Maintenance & Operation.

LAUSD shall have 45 days after receipt of the plans and the written statement to request additional information, approve, approve with conditions, or reject with explanation, the proposed Alterations; provided, that if LAUSD fails to provide any of the foregoing responses to TENANT within said 45 day period, the plans shall be deemed approved. In the event, LAUSD determines that the plans and written statement will be provided to contractors retained by LAUSD for review and evaluation, LAUSD shall provide TENANT with an estimate of the cost and TENANT shall pay for those costs incurred in reviewing the plans and written statement; provided, that if TENANT elects not to pay for those estimated costs of review and approval, TENANT agrees that LAUSD shall have a period of 90 days, from the date of LAUSD's receipt of TENANT's written election not to pay for LAUSD contractors, to review the plans and written statement and provide one of the foregoing responses to TENANT. Notwithstanding the foregoing which contemplates the submittal of plans and a written statement for LAUSD approval, TENANT may submit to LAUSD the written statement of proposed Alterations prior to the development of the plans to commence a dialogue with LAUSD regarding the proposed Alterations and conditions that would be applicable thereto.

TENANT recognizes that LAUSD, as the fee owner of the Leased Premises, may be required by a governmental agency to provide an acknowledgment of TENANT's proposed alteration or joinder in the application for such permit or approval. LAUSD, in good faith, agrees to provide the required acknowledgment or joinder to the governmental agency so long as LAUSD has approved of the Alteration and is not considered to be a partner of TENANT and TENANT holds LAUSD harmless and indemnifies LAUSD from any risks or liabilities arising from the Alterations.

(b) Permits and Approvals. TENANT, at its sole cost and expense, shall be responsible for obtaining all governmental permits and approvals, including Division of State Architect approval, for the Alterations, including all plans and drawings, to the full extent necessary pursuant to Applicable Law. TENANT shall provide LAUSD with complete copies of all such permits and approvals prior to commencing construction of the Alterations. Further, before the actual commencement of any Alterations, including the delivery of any materials, for which a claim or lien may be filed, TENANT shall provide LAUSD with written notice of the intended commencement of any work to enable LAUSD to post notices of non-responsibility or any other notices which LAUSD deems necessary for the proper protection of LAUSD's interest in the Leased Premises, and LAUSD shall have the right to enter the Leased Premises during normal business hours and post such notices. Notwithstanding the foregoing, LAUSD may, but shall not have the obligation to, require TENANT to obtain written acknowledgement from TENANT's contractors and subcontractors a written acknowledgement that LAUSD is not responsible or liable for the work and services

being performed on the Leased Premises and waiving any rights to name LAUSD in any dispute for payment for said work and services.

(c) Payment or Performance Bond. Prior to and throughout the construction of any Alterations, TENANT, at its sole cost and expense, shall obtain and provide to LAUSD a completion and/or performance bond in a form and by a surety acceptable to LAUSD and in an amount not less than 125% of the estimated cost of such Alterations.

(d) Insurance. Prior to and throughout the construction of any Alterations, TENANT shall, at its sole cost and expense, provide and keep in force: (i) “all risks” builder’s risk insurance, including vandalism and malicious mischief, covering improvements in place and all material and equipment at the job site, (ii) workers’ compensation insurance covering all persons employed in connection with the work in compliance with Applicable Law, and (iii) commercial general liability insurance including bodily injury, property damage and automobile liability, in an amount not less than that stated in Section 7.1 above, such insurance to remain in full force and effect until such Alterations shall have been completed and fully insured as hereinafter provided. A copy of said insurance shall be delivered to LAUSD prior to the commencement of any work or the delivery of materials of supplies.

(e) Work. All work with respect to any Alterations shall be constructed of new materials and done in a good and workmanlike manner by properly qualified and licensed personnel, and such work shall be diligently prosecuted to completion. All Alterations and the construction thereof shall at all times comply with all Applicable Law. Any work not acceptable to any governmental authority or agency having or exercising jurisdiction over such work as a permitting agency, shall be promptly replaced and corrected at TENANT’s sole cost and expense.

(f) Costs. TENANT, at its sole cost and expense, shall pay all costs related to the Alterations, including costs of planning, design, permitting, insurance and construction.

(g) Notice of Completion; Copy of Record Set of Plans. Within 10 business days after completion of construction of any Alterations, TENANT shall, if applicable, cause a Notice of Completion to be recorded in the office of the Recorder of Los Angeles County in accordance with section 3093 of the Civil Code, or any successor statute, and shall furnish a copy thereof to LAUSD upon such recordation. At the conclusion of construction of Alterations, (i) TENANT shall cause the contractor that built the Alterations to (A) update all construction documents related to the Alterations as necessary to reflect all changes made to the construction documents during the course of construction, (B) certify to the best of its knowledge that the “record-set” of as-built drawings are true and correct, which certification shall survive the expiration or termination of this Lease, and (C) deliver to LAUSD 2 sets of copies of such record set of drawings within 90 days following substantial completion of the Alterations, and (ii)

TENANT shall maintain a copy of all warranties, guaranties, and operating manuals and information relating to the Alteration and deliver the same to LAUSD.

(h) Contracts. All contracts entered into by TENANT related to the design and construction of the Alterations shall be freely assignable to LAUSD without TENANT's consent or the consent of the contracting party and without the payment of any fee whatsoever; provided, that this provision does not require TENANT to assign said contracts to LAUSD at this time but rather, only after a default by TENANT and upon receipt of written notice from LAUSD. In addition, TENANT agrees that it shall competitively bid the general construction contract and any other contracts so required by applicable law, rule or regulation. All contracts entered into by TENANT related to the Alterations shall contain appropriate language concerning the requirements of TENANT's labor compliance program.

8.3 Signage. TENANT may install signage at the Leased Premises providing pertinent information, a sign indicating the main office of the School, and other directional signs as appropriate. The signage shall not require any Alterations to the Leased Premises in order to erect such signage. Such signage shall be in compliance with any LAUSD standards previously made available to TENANT and TENANT's receipt of any applicable permits and approvals required under any municipal or other governmental laws, ordinances, rules or regulations; provided, that in the event of any conflict between LAUSD's standards and any applicable municipal or governmental permit and/or approval, the terms and conditions of the municipal or governmental permit and/or approval shall prevail.

8.4 Inspection. LAUSD shall have the right, but not the obligation, to inspect the construction of Alterations at any time during the progress thereof; provided, that if the Alterations does not require DSA approval and LAUSD elects to inspect the Alterations either during the construction or at substantial completion, TENANT shall pay LAUSD's actual costs incurred for any inspection LAUSD has notified TENANT in writing that LAUSD will conduct; provided, however, that if irregularities or deviations from the approved plans are noted in an inspection TENANT shall pay LAUSD's actual costs incurred for any subsequent inspection for such irregularities or deviations. If applicable, TENANT, at its sole cost and expense, shall pay the costs and expense for an inspector of record approved by DSA (the "DSA Inspector") and acceptable to LAUSD to inspect the Alterations for compliance with applicable DSA rules and regulations. TENANT may, but shall not be obligated to, request LAUSD for a list of acceptable DSA Inspectors. The DSA Inspector shall be permitted access to the Leased Premises at all times during construction, which access shall be coordinated between the DSA Inspector and TENANT. If LAUSD or the DSA Inspector gives notice to TENANT that any aspect of construction is deviating or is a deviation from the plans for the Alterations in any material respect, or any applicable law, rule or regulation, TENANT shall cause its Contractor to promptly make corrections. Neither LAUSD's right to make such inspections nor the making of such inspections, regardless of any assertions that such inspections amount to unauthorized supervision of construction, or the supervision of construction by the DSA Inspector, shall operate as a waiver of any rights of LAUSD to

require that construction be accomplished with new materials, and executed in a good and workmanlike manner in accordance with the plans in all material respects, and applicable law, rule or regulation.

8.5 Completion of Alterations. Upon completion of the Alterations, TENANT shall provide written notice to LAUSD and LAUSD may conduct an inspection to confirm that the Alteration is complete and fully conform to the plans in all material respects. Construction shall be deemed complete only after the Alteration is physically and functionally complete in all respects in material conformance with the plans and all Applicable Laws and is ready to be occupied and utilized in accordance with the terms of this Lease, and all punch list items have been successfully completed, and the applicable governmental agency having appropriate jurisdiction over the Alteration has issued a certificate of occupancy or its equivalent, if applicable.

8.6 Notice of Completion. Within 30 days after completion of the Alterations, TENANT shall cause a Notice of Completion to be recorded in the office of the Recorder of Los Angeles in accordance with Section 3093 of the Civil Code of the State of California or any successor statute, if applicable, and shall furnish LAUSD a copy thereof upon recordation.

8.7 Copy of Construction Plans. Upon completion of construction of the Alterations, TENANT shall deliver to LAUSD 2 sets of copies of the construction plans for the Alterations with any field changes reflected thereon within 90 days following the recordation of the Notice of Completion. TENANT shall also deliver to LAUSD a copy of any warranties relating to the Alterations and all improvements, equipment and systems therein.

8.8 No LAUSD Liability. TENANT understands and agrees that LAUSD is not a guarantor of, nor responsible for, the construction or the Alterations as completed, or the compliance thereof with Applicable Laws. LAUSD shall not incur liability of any kind by reviewing or otherwise allowing construction of the Alterations and TENANT shall indemnify and defend LAUSD from any and all liability, claims or damages that may arise directly or indirectly from the Alterations, except to the extent that such liability, claim or damages arise from LAUSD's gross negligence or willful misconduct.

ARTICLE 9. SURRENDER; END OF THE TERM

9.1 Surrender of Leased Premises. On the last day of the Term hereof, TENANT shall surrender to LAUSD the Leased Premises, vacant and in the same condition as when received or made, ordinary wear and tear excepted, free and clear of any liens or encumbrances. All Alterations made by or for TENANT, whether temporary or permanent in character, made either by LAUSD or TENANT, shall unless otherwise agreed to by LAUSD be removed and the Leased Premises shall be surrendered to LAUSD in good condition upon expiration of the Term or termination of this Lease. By the last day of the Term, TENANT shall remove completely all of Tenant Owned Property, including moveable furniture, trade fixtures, and equipment not attached to the

Leased Premises, and repair all damage caused by such removal. Any of TENANT's personal property not so removed shall, with the exception of any modular classrooms purchased by TENANT, after written notification to TENANT, at the option of LAUSD, automatically become the property of LAUSD upon the expiration or termination of this Lease. Thereafter, LAUSD may retain or dispose of in any manner the personal property not so removed, without any notice or liability whatsoever to TENANT.

9.3 Compliance with Applicable Law. TENANT's removal of Tenant Owned Property is subject to Applicable Laws, including any local permits and/or approval by the DSA.

ARTICLE 10. HOLDING OVER

TENANT shall surrender possession of the Leased Premises immediately upon the expiration of the Term or earlier termination of this Lease. Absent a written agreement to the contrary, TENANT will not be permitted to hold over possession of the Leased Premises after such expiration or earlier termination of the Term without the express written consent of LAUSD, which consent LAUSD may withhold in its sole and absolute discretion. Any holdover by TENANT shall constitute a material breach of this Lease by TENANT entitling LAUSD to pursue any and all remedies available at law and in equity, including without limitation consequential damages resulting therefrom.

ARTICLE 11. LAUSD'S ACCESS AND OBLIGATIONS

11.1 Entry. LAUSD and its authorized representatives shall have the right, after 24 hours prior written notice to TENANT, to enter the Leased Premises during normal business hours for the purpose of inspection and audit ("Inspection"); or to perform Deferred Maintenance in or on the Leased Premises pursuant to the terms of this Lease. If the Leased Premises are eligible for inclusion in LAUSD's deferred maintenance program, LAUSD may enter the Leased Premises in accordance with this provision to inspect the Leased Premises for the five year plan for Deferred Maintenance. Nothing in this section shall impact or restrict the authority of LAUSD's Charter School Division to enter the Leased Premises to perform its general oversight responsibilities under the terms of TENANT's charter and Applicable Laws.

11.2 Right to Perform. If TENANT fails to perform or observe any covenant or condition to be performed by TENANT, LAUSD and its authorized representative shall have the right, after reasonable prior written notice to TENANT, to enter the Leased Premises during normal business hours for the purpose of performing such covenant or condition at LAUSD's option after 10 days written notice to and failure to perform by TENANT. All costs incurred by LAUSD in so performing shall be reimbursed to LAUSD by TENANT in accordance with Section 5.4 above. Any performance by LAUSD of TENANT's obligations shall not waive or cure such default. LAUSD may perform TENANT's defaulted obligations at TENANT's sole cost and expense.

11.3 Other. LAUSD shall have the right after 72 hours prior written notice to TENANT to enter the Leased Premises at all reasonable times during usual business hours for the purpose of exhibiting the same to prospective purchasers or mortgagees or tenants thereof.

11.4 Obligation to Inspect. On an annual basis, LAUSD's Maintenance and Operations Division will inspect the Leased Premises and delivery a copy of their inspection to the TENANT. It is understood and agreed by the parties that LAUSD will bear the sole cost and responsibility for such inspection.

ARTICLE 12. LIENS

12.1 Liens. TENANT shall not suffer or permit any liens to stand against the Leased Premises, or any part thereof, by reason of any work, labor, services or materials done, supplied, or claimed to have been done or supplied. If as a result of work performed by or under the direction of TENANT any such lien shall at any time be filed against the Leased Premises, TENANT shall provide written notice thereof to LAUSD as soon as notice of such lien or action comes to the knowledge of TENANT. TENANT shall cause the lien or action to be discharged of record within 30 days after the date of the filing of same, either by payment, deposit or bond, unless a bond therefore is already in effect. Nothing in this Lease shall be construed as consent or agreement by LAUSD to subject its fee estate in the Leased Premises to liability under any mechanics' lien law or to any contractor or laborer for work performed.

12.2 Release of Liens. If any such liens are not so discharged within 30 days after the date of the filing of the same, LAUSD, without waiving its rights and remedies based on such breach by TENANT whose dealings gave rise to the lien and without releasing TENANT from any of its obligations, cause such liens to be released by any reasonable means, including payment in satisfaction of the claim giving rise to such lien. TENANT shall pay to LAUSD in accordance with Section 5.4 above any sum paid by LAUSD to remove such liens.

ARTICLE 13. ALLOCATION OF RISK

13.1 Indemnity. LAUSD and TENANT hereby agree and acknowledge that the relationship between LAUSD and TENANT is solely a landlord/tenant type relationship and not a principal/agent relationship. TENANT is acting on its own behalf in operating from the Leased Premises any school thereon (or any other purpose(s) thereupon) and TENANT is not operating as an agent of LAUSD.

To the fullest extent permitted by law, TENANT and LAUSD shall indemnify, defend and protect each other and their affiliates, successors and assigns, and their officers, directors, shareholders, board members, other members, partners, agents and employees (sometimes referred to as the "Indemnified Party" or sometimes collectively referred to as the "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation

court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause (i) in TENANT's use or occupancy of or LAUSD's activities at the Leased Premises, or (ii) in connection with TENANT's or LAUSD's activities at the Leased Premises, including without limiting the generality of the foregoing:

(a) Any default by TENANT or LAUSD in the observance or performance of any of the terms, covenants or conditions of this Lease;

(b) The use or occupancy of the Leased Premises by TENANT or the activities of LAUSD or any person claiming by, through or under TENANT or LAUSD, or their employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, or any such person in, on or about the Leased Premises either prior to, during, or after the expiration of the Term of this Lease (singularly, "Liability"; collectively, "Liabilities"); and

(c) Any claim by a third party that TENANT or LAUSD is responsible for any actions by the other party in connection with any use or occupancy of or activities on the Leased Premises or in any way related to this Lease.

Notwithstanding anything to the contrary set forth in this Section, the provisions of this Section 13.1 shall not apply to the extent that all or part of the Liabilities are due to the gross negligence or willful misconduct of the Indemnified Parties or due to the breach of the Indemnified Party's obligations under this Lease. The provisions of this Section 13.1 shall survive the expiration or sooner termination of this Lease.

TENANT or LAUSD shall, upon request by Indemnified Parties, undertake the defense of any Liabilities threatened or asserted against such Indemnified Parties on the following terms and conditions:

(a) The party requesting the benefits of this Section 13.1 shall deliver to the other party a written request for defense of a Liability. The receiving party shall have 30 days after the date of the receipt of the request to determine whether the request for defense is appropriate and deliver either a written notice of assumption of defense or rejection of request ("Notice"). If the receiving party denies the request, the requesting party may defend such Liability and pursue any rights or remedies available at law for the rejection of the request.

(b) If the request for defense has been accepted, such defense shall be conducted by reputable attorneys retained by TENANT or LAUSD, as applicable, selected from a list approved by TENANT or LAUSD, as applicable, all at TENANT's or LAUSD's sole cost and expense. In the event the interests of TENANT or LAUSD and any such Indemnified Parties in the action conflict in such manner and to such an extent as to require, consistent with applicable standards of professional responsibility, the retention of separate counsel for any of the Indemnified Parties involved in the action, TENANT or LAUSD, as applicable, shall pay all fees and costs charged or incurred by separate counsel chosen by such Indemnified Parties.

(c) If TENANT or LAUSD fails to deliver the Notice or fails to choose counsel from the other party's approved list, TENANT or LAUSD shall conclusively be bound by and be liable for all liability suffered or incurred by such Indemnified Party, including without limitation, the amount of any judgment, settlement, compromise, fine or penalty, and all costs and fees of counsel incurred by such Indemnified Party in connection therewith, whether or not such Indemnified Party shall choose to undertake a defense in connection with such Liability.

(d) TENANT and LAUSD agree to promptly notify each other of the commencement of any litigation or proceedings pending, threatened or commenced (whether or not served) against TENANT or LAUSD, or any of their directors, officers, agents or employees, in connection with the matters covered hereby.

ARTICLE 14. DAMAGE AND DESTRUCTION

14.1 Notice to LAUSD. TENANT shall provide written notice to LAUSD immediately of any casualty that wholly or partially damages or destroys the Leased Premises.

14.2 Partial or Complete Destruction. If there is damage or destruction, in whole or in part, to the Leased Premises:

(a) Unsafe Access or Use. If TENANT and LAUSD determine that all or substantially all of the Leased Premises are inaccessible or unusable by TENANT in a safe manner, then the parties may mutually agree to terminate this Lease.

(b) Safe Access or Use. If TENANT and LAUSD determine that TENANT can safely continue its educational program from the Leased Premises, TENANT may elect to continue this Lease in effect; provided, that if LAUSD is collecting a Pro Rata Share said charge shall be adjusted proportionately for that portion of the Leased Premises that TENANT cannot and relinquishes use of. The damaged or destroyed portion of the Leased Premises shall be secured from access and/or demolished and removed, which cost and expense shall be equally shared by the parties.

(c) Loss Caused by TENANT. If the damage or destruction, in whole or in part, is caused by the act or failure to act during the Term of this Lease by TENANT and/or its students, employees or invitees, TENANT, at its sole cost and expense, shall be solely responsible for restoring the damage or destruction to the condition existing prior to the damage or destruction or to such condition that allows for the good, safe and sanitary operation of the affected portion of the Leased Premises as agreed to and accepted by LAUSD.

(d) Loss Caused by LAUSD. If the damage or destruction, in whole or in part, is caused by the act or failure to act during the Term of this Lease by LAUSD and/or LAUSD's employees or invitees, LAUSD, at its sole cost and expense, shall be

solely responsible for restoring the damage or destruction to the condition existing prior to the damage or destruction or to such condition that allows for the good, safe and sanitary operation of the affected portion of the Leased Premises as agreed to and accepted by TENANT.

(e) Loss Fully Covered by TENANT's Insurance. If such casualty is not caused by the acts or failure to act by TENANT or LAUSD, as provided in subsections (c) and (d) above, and the damage or destruction is fully covered by insurance maintained by TENANT:

(i) Evaluation. Within 30 days after the date of the casualty, LAUSD and TENANT shall jointly evaluate and determine whether the damage or destruction can be repaired to the last plans approved by DSA and in compliance with all Applicable Laws and LAUSD standards within a 180 consecutive day period without the payment of overtime or other premiums and the estimated cost of repair. The costs incurred in preparing the evaluation shall be equally shared by the parties.

(ii) Repairs Which Can Be Completed Within 180 Days. If the damage or destruction can be repaired and substantially completed, in LAUSD's reasonable judgment, within a 180 consecutive day period without payment of overtime or other premiums (or with such overtime or premiums, but only if TENANT agrees to pay for the same), TENANT and LAUSD shall mutually agree upon the date when the repairs shall commence and TENANT shall provide to LAUSD all insurance proceeds to pay the full cost and expense to repair the damage and destruction. This Lease shall remain in full force and effect during the repair period; provided, that the Pro Rata Share, if any, and any other charges or expenses based upon the square footage of the Leased Premises due under this Lease shall be proportionately reduced for the portion of the Leased Premises rendered inaccessible or unusable to TENANT during the period of time that such portion is unusable or inaccessible. If LAUSD and TENANT agree to repair the damage or destruction to a different design or plan than what existed prior to the casualty, LAUSD and TENANT shall mutually agree upon the time period in which such repairs and work shall be performed and TENANT shall remit to LAUSD all insurance proceeds (to the extent such proceeds are available) to pay the full cost and expense to repair the damage and destruction. Notwithstanding anything herein to the contrary, in the event that a casualty occurs within the last year of the Term of this Lease, TENANT may terminate this Lease by delivering written notice to LAUSD and such termination shall take effect 30 days after the date of receipt of the notice.

(ii) Repairs Which Cannot Be Completed Within 180 Days. If the damage or destruction to the Leased Premises cannot, in LAUSD's reasonable judgment, be substantially completed in the time specified in Subsection (e)(i) above, either party may terminate this Lease by delivering written notice to the other party (and such termination shall take effect 30 days after the date of receipt) or TENANT may elect to repair the Leased Premises at its sole cost and expense, provided that TENANT observes Article 8 above and such repairs are made in accordance with Applicable Laws and LAUSD standards.

(f) Loss Not Fully Covered by TENANT's Insurance. If such casualty to the Leased Premises is not fully covered by insurance maintained by TENANT, then either party may terminate this Lease by delivering written notice to the other party and such termination shall take effect 30 days after the date of receipt of the notice. TENANT may elect to pay LAUSD for the full estimated cost and expense to repair such damage or destruction, or pay in accordance with a structured payment schedule agreed to by LAUSD in its sole and absolute discretion. TENANT must exercise such option in writing and deliver said written election to LAUSD within 30 days of TENANT's receipt of LAUSD's notice of termination. If TENANT exercises such option, this Lease shall continue in full force and effect but the Pro Rata Share, if any, and all other charges, expenses and fees based upon the square footage of the Leased Premises shall be proportionately reduced for the portion of the Leased Premises rendered inaccessible or unusable to TENANT during the period of time that such portion is unusable or inaccessible.

14.3 Relocation. If this Lease is terminated pursuant to this Article 14, LAUSD shall make best efforts to house TENANT's entire program that was conducted at the Leased Premises in a single facility. If LAUSD cannot provide TENANT with a single facility, LAUSD shall make best efforts to provide TENANT with classrooms sufficient to house TENANT's entire program that was conducted at the Leased Premises across multiple facilities or by temporary use of DSA compliant modular classrooms, as permitted by law, either on the Leased Premises or at other real property owned by LAUSD that LAUSD deems appropriate; provided, that pursuant to Section 47614(b)(1) of the Education Code nothing herein shall obligate LAUSD to expend unrestricted general fund revenues to do so. Notwithstanding any provision contained in this Lease, if the damage or destruction of the Leased Premises is caused by TENANT's failure to perform reasonable M&O services and Deferred Maintenance services, LAUSD shall have no obligation to use its best efforts relocate TENANT's program, in whole or in part, and TENANT agrees that TENANT shall not submit a request to use LAUSD facilities pursuant to the Charter School Act or 1992, as may be amended, for the school authorized by TENANT's Charter Petition. This provision shall survive the expiration or earlier termination of the Lease.

ARTICLE 15. EMINENT DOMAIN

15.1 Termination of Lease. This Lease shall terminate if all of the Leased Premises is permanently taken under the power of eminent domain. If only a part of the Leased Premises is permanently taken under the power of eminent domain, LAUSD or TENANT may elect to terminate this Lease by providing 60 days' written notice to the other party. In the event of a permanent partial taking which does not result in termination of this Lease, the Pro Rata Share, if any, shall be proportionately reduced based on the portion of the Leased Premises rendered unusable, and LAUSD shall restore the Leased Premises by constructing a demising wall deemed necessary by LAUSD to separate the Leased Premises from the portion permanently taken. If this Lease is terminated pursuant to this Article, LAUSD shall observe Section 14.3 above.

15.2 Allocation of Condemnation Award. In the event of a permanent condemnation or taking of all or part of the Leased Premises, LAUSD shall be entitled to any and all awards which may be made in such taking or condemnation relating to all interests, including the fee title, to the Leased Premises. Nothing contained in this Article 15 shall be deemed to give LAUSD any interest in or to require TENANT to assign to LAUSD any separate award as designated by the condemning authority for Tenant Owned Property or otherwise. TENANT shall be able to retain any separate award as designated by the condemning authority, made to TENANT for (i) the taking of Tenant Owned Property or personal property, (ii) interruption of or damage to TENANT's business, or (iii) amounts attributable to TENANT's relocation expenses.

15.3 Temporary Taking. No temporary taking of the Leased Premises and/or of TENANT's rights to the Leased Premises or under this Lease shall terminate this Lease or give TENANT any right to any abatement of any payments owed to LAUSD pursuant to this Lease, provided that such temporary taking does not continue for more than 5 consecutive days or a total of 5 non-consecutive days in any 30 day period. Any award made by reason of such temporary taking shall belong entirely to LAUSD, except as to compensation for (i) the temporary taking of Tenant Owned Property, (ii) interruption of or damage to TENANT's business, or (iii) amounts attributable to TENANT's temporary relocation expenses.

15.4 No Eminent Domain by LAUSD. Notwithstanding any other provisions of this Lease, LAUSD covenants, warrants, represents and agrees that it will not, at any time during the Term of this Lease or any extensions hereto, initiate, engage in, undertake, attempt or pursue, either singly or in combination with any government entities or entity, a condemnation proceeding by right of eminent domain with respect to any portion of the Leased Premises.

ARTICLE 16. TENANT'S DEFAULT; LAUSD'S REMEDIES

16.1 TENANT's Default. The occurrence of any one of the following events shall be considered a default of this Lease by TENANT:

(a) The failure of TENANT to pay any charges or fees due and payable hereunder pursuant to the provisions of sections 5.3 or 5.4, as applicable, or otherwise provided herein; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and such 10 day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

(b) The failure of TENANT to observe or perform any of its covenants or obligations hereunder, which failure continues past the notice and cure period provided herein. LAUSD shall provide TENANT with written notice of default and TENANT shall have 10 business days to provide a response to LAUSD either evidencing compliance with the terms of this Lease or a plan to cure the default and a reasonable

timeline acceptable by LAUSD within which TENANT will diligently prosecute the same to completion. In no event shall such default continue for more than 90 days after written notice thereof by LAUSD to TENANT without prior written agreement by LAUSD. Any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161; and such cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

(c) TENANT's abandonment of the Leased Premises for a period of 30 consecutive days, it being agreed that any Tenant Owned Property remaining in the Leased Premises shall not be evidence that TENANT has not vacated or abandoned the Leased Premises; provided, however, any normal school holidays including summer and inter-term breaks shall not constitute abandonment of the Leased Premises;

(d) The making by TENANT of any general assignment or general arrangement for the benefit of creditors; the filing by or against TENANT of a petition to have TENANT adjudged bankrupt or a petition for reorganization or arrangement under any law relation to bankruptcy (unless the same is dismissed within 60 days); the appointment of a trustee or receiver to take possession of substantially all of the TENANT's assets located at the Leased Premises, or of TENANT's interest in this Lease, where possession is not restored to TENANT within 30 days; or the attachment, execution or other judicial seizure of substantially all of TENANT's assets located at the Leased Premises or of TENANT's interest in this Lease, where such seizure is not discharged within 30 days.

(e) Any failure by TENANT to execute and deliver any statement or document described in Article 21 below within a reasonable period of time after LAUSD's written request for such statement or document. Any such notice shall be in lieu of and not in addition to any notice required under Code of Civil Procedure section 1161, and such 30 day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

(f) The assignment, subletting or other transfer of this Lease in violation of Article 18 below.

(g) The cessation of TENANT's program after a revocation, nonrenewal or surrender of the Charter Petition to the granting agency. However, TENANT shall not be in default of this Lease until after TENANT has exhausted all appeals subsequent to the revocation or nonrenewal of its Charter Petition.

16.2 LAUSD's Remedies.

(a) In the event of any default by TENANT and if TENANT fails to cure such default within the time period specified in this Lease after receipt of written notice from LAUSD of such default, LAUSD shall have the right, in addition to all other rights available to LAUSD under this Lease or now or later permitted by law or equity, to

terminate this Lease by providing TENANT with a 90 day prior written notice of termination. Upon termination, LAUSD may recover any damages proximately caused by TENANT's failure to perform under this Lease, or which are likely in the ordinary course of business to be incurred, including any amount expended or to be expended by LAUSD in an effort to mitigate damages, as well as any other damages which LAUSD is entitled to recover under any statute now or later in effect.

(b) In accordance with Civil Code section 1951.4 (or any successor statute), TENANT acknowledges that in the event TENANT has breached this Lease and abandoned the Leased Premises, this Lease shall continue in effect for so long as LAUSD does not terminate TENANT's right to possession, and LAUSD may enforce all its rights and remedies under this Lease, including the right to recover the Pro Rata Share Charge as it becomes due under this Lease and the reasonable costs incurred to preserve the property. Acts of maintenance or preservation of the Leased Premises or Tenant Owned Property or the appointment of a receiver upon initiative of LAUSD to protect LAUSD's interest under this Lease shall not constitute a termination of TENANT's right to possession. In addition to its other rights under this Lease, LAUSD has the remedy described in Civil Code section 1951.4.

(c) In the event of any default by TENANT and if TENANT fails to cure such default within a the time period specified in this Lease after receipt of written notice from LAUSD of such default, LAUSD shall also have the right, with or without terminating this Lease, to enter the Leased Premises and remove all persons and personal property from the Leased Premises, such property being removed and stored in a public warehouse or elsewhere at TENANT's sole cost and expense. No removal by LAUSD of any persons or property in the Leased Premises shall constitute an election to terminate this Lease. Such an election to terminate may only be made by LAUSD in writing, or decreed by a court of competent jurisdiction. LAUSD's right of entry shall include the right to remodel the Leased Premises and re-let the Leased Premises. Any payments made by TENANT or third party to whom the facilities are re-let shall be credited to the amounts owed by TENANT under this Lease. No entry by LAUSD shall prevent LAUSD from later terminating this Lease by written notice.

(d) If TENANT fails to perform any covenant or condition to be performed by TENANT within a the time period specified in this Lease after TENANT received written notice of such failure from LAUSD, LAUSD may perform such covenant or condition at its option, after notice to TENANT. In the event of an Emergency, LAUSD has the right to perform such activity to mitigate the impact of the Emergency. All reasonable costs incurred by LAUSD in so performing shall be reimbursed to LAUSD by TENANT in accordance with Section 5.4 hereof. Any performance by LAUSD of TENANT's obligations shall not waive or cure such default. All out-of-pocket, reasonable costs and expenses actually incurred by LAUSD in collecting payments due, or enforcing the obligations of TENANT under this Lease shall be paid by TENANT to LAUSD in accordance with Section 5.4 hereof.

(e) The rights and remedies of LAUSD set forth herein are not exclusive, and LAUSD may exercise any other right or remedy now or later available to it under this Lease, at law or in equity.

ARTICLE 17. LAUSD'S DEFAULT; TENANT'S REMEDIES

17.1 LAUSD's Default. LAUSD shall be considered in default of this Lease for failure by LAUSD to observe or perform any of its covenants or obligations hereunder. LAUSD shall not be in default of any of the obligations of LAUSD under this Lease unless LAUSD fails to perform such obligations within 30 days (except in the event of an emergency, in which case LAUSD shall perform its obligations immediately) after written notice by TENANT to LAUSD specifying wherein LAUSD has failed to perform such obligations; provided, however, that if the nature of LAUSD's default is such that more than 30 days are required for its cure, LAUSD shall not be in default if LAUSD commences such cure within such 30 day period and thereafter diligently prosecutes the same to completion.

17.2 TENANT's Remedies. If LAUSD fails to perform any covenant or condition to be performed by LAUSD within the time period specified in section 17.1 after LAUSD received written notice of such failure from TENANT, TENANT shall have the right to withhold payment of any monies due and owing under this Lease as its remedy for LAUSD's non-performance. In the event of an Emergency, TENANT has the right to perform such activity to mitigate the impact of the Emergency. All out-of-pocket, reasonable costs and expenses actually incurred by TENANT as a result of LAUSD's failure to perform under this Lease, in collecting payments due, or enforcing the obligations LAUSD under this Lease shall be paid by LAUSD to TENANT within 30 days of written demand therefor.

The rights and remedies of TENANT set forth herein are not exclusive, and TENANT may exercise any other right or remedy now or later available to it under this Lease, at law or in equity.

ARTICLE 18. ASSIGNMENT AND SUBLETTING

TENANT shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber this Lease or sublet all or any part of the Leased Premises without LAUSD's prior written consent; provided, however, that TENANT shall have the right to allow use of the property by third parties from time to time as provided in Section 4.3 above. Unless TENANT is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of TENANT shall constitute an assignment requiring LAUSD's consent. The transfer, on a cumulative basis, of 25% or more of the voting control of TENANT shall constitute a change in control for purposes of this provision. The involvement of TENANT or its assets in any transaction (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or TENANT's assets occurs, which results or will result in a reduction of the net worth of TENANT by an amount

greater than 25% of TENANT's net worth as of the Commencement Date of this Lease or at the time of the most recent assignment to which LAUSD consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which LAUSD may withhold its consent. LAUSD and TENANT acknowledge and agree that this Lease is being entered into so that TENANT may operate a charter school as permitted in Section 4.1 and the terms of this Lease. Any purported transfer shall be void. No consent to transfer shall constitute a waiver of the provisions of this Article 18.

ARTICLE 19. HAZARDOUS MATERIALS

19.1 Compliance with Laws. TENANT shall comply with all applicable Environmental Laws relating to industrial hygiene and environmental conditions on, under or about the Leased Premises, including but not limited to, air, soil and ground water conditions. TENANT shall not use Hazardous Materials on, under or about the Leased Premises in violation of Environmental Laws; provided, however, that TENANT may use normal and customary cleaning solutions and office supplies so long as the use of such solutions and supplies are in quantities and in a manner wholly consistent with all applicable Environmental Laws; and further provided that TENANT may use normal and customary chemicals for classroom use so long as the use of such chemicals are in quantities and in a manner wholly consistent with all applicable school standards and approved by LAUSD'S Office of Environmental Health and Safety (OEHS). Without limiting the generality of the foregoing, TENANT shall not transport, use, store, maintain, generate, manufacture, handle, dispose, Release or discharge any Hazardous Material upon or about the Leased Premises in violation of Environmental Laws during the Term of this Lease. In addition, TENANT shall be cognizant of activities that it conducts on the Leased Premises which may be considered to be a "project" under CEQA. Prior to engaging in any activity which may trigger CEQA compliance, TENANT shall notify LAUSD of the need for possible environmental review of such activity.

19.2 Notice. TENANT will promptly notify LAUSD in writing if TENANT has or acquires actual notice or knowledge that any Hazardous Material has been or is threatened to be, Released, discharged, disposed of, transported, or stored on, in, or under or from the Leased Premises in violation of Environmental Laws. TENANT shall promptly provide copies to LAUSD of all written complaints, claims, citations, demands, inquiries, reports or notices relating to the conditions of the Leased Premises or compliance with Environmental Laws. TENANT shall promptly supply LAUSD with copies of all written notices, reports, correspondence, and submissions made by TENANT 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 wastes or substances pursuant to Environmental Laws. To the extent TENANT has actual knowledge of the same, TENANT shall promptly notify LAUSD of any liens threatened or attached against the Leased Premises pursuant to any Environmental Laws.

19.3 Inspection. LAUSD and LAUSD's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by LAUSD, may (but without the obligation or duty to do so), at any time and from time to time, on not less than 2 business days' written notice to TENANT (except in the event of an emergency, in which case, no notice will be required), inspect the Leased Premises to determine whether TENANT is complying with TENANT's obligations set forth in this Article 19, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as LAUSD and TENANT may agree. TENANT will comply with the Asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 CFR part 763.

19.4 Indemnification. Except to the extent of LAUSD's and LAUSD Parties' negligence or willful misconduct, TENANT shall indemnify, defend (by counsel reasonably approved in writing by LAUSD), protect, save and hold harmless LAUSD and LAUSD Parties from and against any and all Claims arising from any breach of TENANT's covenants under this Article 19.

19.5 LAUSD Disclosures. To the best knowledge of LAUSD and unless identified in Exhibit F attached hereto and incorporated herein or otherwise disclosed to TENANT in writing, the Leased Premises has not been used to treat, store, process, or dispose of Hazardous Materials, except for normal and customary cleaning solutions and office supplies in quantities and in a manner wholly consistent with all applicable Environmental Laws and normal and customary chemicals used in the course of LAUSD's programs, and to the best knowledge of LAUSD there are no Releases nor have there ever been any Releases of such Hazardous Materials at, on, about or under the Leased Premises which would give rise to a cleanup or remediation obligation under any applicable federal, state or local Environmental Laws or under common law. LAUSD discloses that it presumes many of the LAUSD school campuses have asbestos, including insulation or flooring, lead, and possibly other Hazardous Materials that were acceptable for use from the time of the construction of the Leased Premises to the present or undiscovered to date. TENANT should use, operate, maintain and repair the Leased Premises with such presumption in mind. Prior to undertaking any work LAUSD recommends TENANT evaluate the area for the presence of any Hazardous Materials and, if Hazardous Materials are indentified, TENANT shall use appropriately trained personnel in handling the Hazardous Materials.

LAUSD hereby indemnifies, defends (by counsel reasonably approved in writing by TENANT), protects, saves and holds harmless TENANT from and against any and all loss, liability, damage, cost, expense or claim arising from (a) any failure to disclose any known past or present Hazardous Materials on the Leased Premises; or (b) any and all environmental conditions caused by LAUSD or its contractors, agents, employees, invitees, or representatives.

ARTICLE 20. NOTICE

Except where otherwise indicated in this Lease, any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery by a representative of the party giving such notice, or (b) overnight delivery by recognized overnight courier, or (c) United States mail, postage prepaid, registered or certified mail, or (d) facsimile (provided that the same shall be followed by delivery of a copy by one of the other permitted means of delivery), addressed as provided in Section 22.5, except as otherwise provided above. Any such notice or communication shall be deemed to have been delivered either at the time of personal delivery actually received by the addressee or a representative of the addressee at the address provided above, or, if delivered on a business day in the case of delivery service or certified or registered mail, as of the earlier of the date delivered or the date 72 hours following the date deposited in the United States mail, at the address provided herein, or if by telecopier, upon electronic confirmation of good receipt by the receiving telecopier. LAUSD and TENANT hereby agree that notices may be given hereunder by the Parties' respective legal counsel and that, if any communication is to be given hereunder by LAUSD's or TENANT's legal counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Article 20.

ARTICLE 21. SUBORDINATION, ATTORNMEN AND NON-DISTURBANCE

21.1 Obligations of TENANT. This Lease and the rights granted to TENANT by this Lease are and shall be subject and subordinate at all times to all deeds of trust or mortgages now or later affecting or encumbering all or any part of the Leased Premises and/or any ground or underlying leasehold estate; provided, however, any such subordination shall be subject to the execution of a non-disturbance agreement reasonably acceptable to TENANT by LAUSD under the deed of trust or mortgage; and provided, further, however, that if LAUSD elects at any time to have TENANT's interest in this Lease be or become superior, senior or prior to any such instrument, then upon receipt by TENANT of written notice of such election, TENANT shall immediately execute all necessary and reasonable subordination instruments or other reasonable documents confirming the subordination of such mortgage or deed of trust to this Lease.

21.2 LAUSD's Right to Assign. LAUSD's interest in this Lease may be assigned to any mortgagee or trust deed beneficiary as additional security. Nothing in this Lease shall empower TENANT to do any act without LAUSD's prior consent which can, shall or may encumber the title of LAUSD of all or any part of the Leased Premises.

21.3 Attornment by TENANT. In the event of any foreclosure of any or all mortgages or deeds of trust encumbering the Leased Premises by trustee's sale, voluntary agreement, deed in lieu of foreclosure, or by the commencement of any judicial action seeking foreclosure, TENANT shall attorn to and recognize the beneficiary or purchaser at the foreclosure sale, as TENANT's landlord under this Lease with respect to the Leased Premises, and TENANT agrees to execute and deliver at any time upon request of such beneficiary, purchaser, or their successors, any instrument to further evidence such attornment. TENANT hereby waives its right, if any, to elect to terminate this Lease or

to surrender possession of the Leased Premises in the event of any such mortgage or deed of trust foreclosure.

21.4 Non-Disturbance. Notwithstanding any of the provisions of this Article to the contrary, in the event of the cancellation or termination of any or all other agreements affecting all or any part of the Leased Premises in accordance with its terms or by the surrender thereof, whether voluntary, involuntary or by operation of law, or by summary proceedings, or in the event of any foreclosure of any or all mortgages or deeds of trust encumbering the Leased Premises by trustee's sale, voluntary agreement, deed in lieu of foreclosure, or by the commencement of any judicial action seeking foreclosure, TENANT shall be allowed to occupy the Leased Premises and this Lease shall remain in effect, subject to the terms of this Lease.

ARTICLE 22. MISCELLANEOUS

22.1 Dispute Resolution. Notwithstanding anything in this Lease to the contrary, disputes between TENANT and LAUSD regarding this Lease, including, the alleged violation, misinterpretation, or misapplication of this Lease, the Charter School Act of 1992, or regulations to the Charter School Act of 1992 shall first be addressed using the dispute resolution process identified below before any party may commence legal action.

(a) Informal Meeting. The party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the party. The designated representatives must be an employees(s) of TENANT or LAUSD; (2) a statement of the facts of the dispute, including information regarding the parties attempts to resolve the dispute; (3) the specific sections of the Agreement that are in dispute; and (4) the specific resolution sought by the party. Within 15 business days from the date of the receipt of the notice of dispute, TENANT's representatives and LAUSD's representatives shall meet in an informal setting to try to resolve the dispute.

(b) Non-Binding Mediation. If the informal meeting fails to resolve the dispute the party initiating the dispute resolution process (the "Initiating Party") shall notify the other party (the "Responding Party") in writing that it intends to proceed to non-binding mediation of the dispute and shall request the State Mediation and Conciliation Service to provide a list of potential mediators, which mediators shall preferably have a minimum of 10 years experience with the Charter School Act of 1992 and commercial leasing, within 7 business days to assist the parties in resolving the dispute (if the State Mediation and Conciliation Service ("SMCS") is unable or refuses to provide a list of mediators the parties shall mutually agree upon a mediator with 10 days from notice that SMCS will be unable to provide a mediator). The Initiating Party and Responding Party shall mutually agree and select a mediator. The initiating party shall request the selected mediator to meet as soon as possible but not later than 30 calendar days after the selection of the mediator. The Initiating Party shall forward a copy of the

notice of the dispute to the selected mediator. The Responding Party shall file a written response with the mediator and serve a copy on the Initiating Party within 10 business days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party in advance of the mediation. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to a mutually agreeable written instrument and shall be signed by TENANT and LAUSD. The cost and expenses of the selected mediator shall be equally shared by TENANT and LAUSD. Each party shall bear the costs and expenses said party incurs in participating in the mediation.

(c) Equitable or Injunctive Relief. Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 calendar days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

22.2 Merger. The voluntary or other surrender of this Lease by TENANT, or a mutual cancellation of this Lease, shall not work a merger, and shall, at the option of LAUSD, terminate all or any existing subleases or subtenancies, or may, at the option of LAUSD, operate as an assignment to it of TENANT's interest in any or all such subleases or subtenancies.

22.3 Relationship. The relationship between LAUSD and Charter School is not and shall not be deemed or construed either as a partnership, joint venture or employer and employee relationship.

22.4 Quiet Enjoyment. Provided TENANT has performed and is performing all of the terms, covenants, agreements and conditions of this Lease, including the payment of all other sums due hereunder, TENANT shall peaceably and quietly hold and enjoy the Leased Premises for the Term hereof, but subject to the provisions and conditions of this Lease, against LAUSD and all persons claiming by, through or under LAUSD. TENANT's right to use the Leased Premises as herein provided shall be subject to restrictions or other limitations or prohibitions resulting from any Applicable Laws now in force or which may hereafter be in force.

22.5 Partial Invalidity. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be

affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

22.6 Captions. The captions and headings of this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease of the intent of any provision hereof.

22.7 Amendment. No amendment or modification to this Lease shall be effective for any purpose unless in writing signed by LAUSD and TENANT indicating an intent to modify this Lease.

22.8 Choice of Law. This Lease shall be governed by the laws of the State of California.

22.9 Interpretation. This Lease shall be deemed to be jointly prepared by both Parties hereto, and any ambiguities or uncertainties herein shall not be construed for or against either of the Parties.

22.10 Attorneys' Fees. In the event either party should commence an action against the other to enforce any obligation set forth herein, the unsuccessful party shall pay to the prevailing party its costs of litigation or arbitration, including reasonable attorneys' fees, whether or not the suit is brought to judgment or conclusion in arbitration.

22.11 Counterparts. This Lease may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

22.12 Entire Agreement. This Lease contains all of the agreements of the Parties with respect to the matters covered hereby, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated into the provisions of this Lease. The provisions of this Lease shall not be amended or altered except by an instrument in writing signed by both Parties.

22.13 Successors and Assigns. Subject to the provisions hereof relative to assignment, this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the respective Parties hereto; provided, however, that the terms of this Lease shall be binding, without exception or limitation, against any school district(s) or similar governmental agency that may be created as a subset of or successor to LAUSD as owner of the Leased Premises or as chartering agency with respect to the Charter Petition, as it may be extended or amended from time to time.

22.14 Time Is of the Essence. Time is of the essence with respect to the performance or observance of each of the obligations, covenants and agreements under this Lease.

22.15 Gender. As used herein, the neuter gender includes the feminine and the masculine, the masculine includes the feminine and the neuter, and the feminine includes the masculine and the neuter; and each includes corporation, partnership or other legal entity when the context so requires.

22.16 Waiver. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof. Consent to or approval of any act by one of the parties hereto shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act, nor shall any custom or practice which may grow between the Parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of LAUSD to insist upon the performance by TENANT in strict accordance with said terms. Nothing in this Lease shall be deemed a waiver of TENANT's right to challenge LAUSD's compliance or lack thereof with its obligations under the Charter School Act of 1992 or the regulations thereto.

22.17 Cumulative Remedies. No remedy herein shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease may be exercised from time to time and as often as occasion may arise or as may be deemed expedient.

22.18 Force Majeure. Whenever either party hereto shall be required by the terms of this Lease or by law to perform any contract, act, work, construction, labor or services, or to perform and comply with any laws, rules, orders, ordinances, regulations or zoning regulations, said party shall not be deemed to be in default herein and the other party shall not enforce or exercise any of its rights under this Lease, if and so long as nonperformance or default herein shall be directly caused by strikes, nonavailability of materials, war or national defense preemptions or civil disobedience, governmental restrictions, alien invasion, or other similar causes beyond the reasonable control of the non-performing party.

22.19 Incorporation. The terms and conditions of all Exhibits hereto are incorporated herein by this reference.

22.20 Sale. LAUSD shall have the right at any time and from time to time during the Term hereof to sell, encumber or assign all or any portion of its fee interest, if any, in the property; subject, however, to the leasehold estate of TENANT created by this Lease.

22.21 Reasonableness. Unless this Lease provides for a contrary standard, whenever in this Lease the consent or approval of LAUSD or TENANT is required, such consent or approval shall not be unreasonably withheld or delayed; and unless a contrary

standard or right is set forth in this Lease, whenever LAUSD or TENANT is granted a right to take action, exercise discretion, or make an allocation, judgment or other determination, LAUSD or TENANT shall act reasonably and in good faith and take no action which may result in the frustration of the reasonable expectations of a sophisticated tenant and a sophisticated landlord concerning the benefits to be enjoyed under this Lease.

22.22 Authorization to Sign Agreement. If TENANT is a corporation, each individual executing this Lease on behalf of TENANT represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of TENANT in accordance with a duly adopted resolution of TENANT's Board of Directors, and that this Lease is binding upon TENANT in accordance with its terms, and TENANT shall, concurrently with its execution of this Lease, deliver to LAUSD upon its request a certified copy of a resolution of its Board of Directors authorizing the execution of this Lease. If TENANT is a partnership or trust, each individual executing this Lease on behalf of TENANT represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of TENANT in accordance with the terms of such entity's partnership agreement or trust agreement, respectively, and that this Lease is binding upon TENANT in accordance with its terms, and TENANT shall, concurrently with its execution of this Lease, deliver to LAUSD upon its request such certificates or written assurances from the partnership or trust as LAUSD may request authorizing the execution of this Lease. Each individual executing this Lease on behalf of LAUSD represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of LAUSD and this Lease shall become binding upon LAUSD upon ratification.

22.23 Covenants and Conditions. All provisions, whether covenants or conditions, on the part of TENANT shall be deemed to be both covenants and conditions.

22.24 Addresses for Notices. All notices, demands, disclosures, acknowledgments, consents, approvals, statements, requests, responses, and invoices to be given under this Lease will, unless otherwise indicated herein, be in writing, and will be effective upon receipt delivered to the addresses set forth in the Fundamental Lease Provisions above.

ARTICLE 23. BROKERS

LAUSD and TENANT represent to each other that they are not obligated to any broker or real estate or financing agent in connection with the subject matter of this Lease or the transaction contemplated hereby and each party agrees to protect, defend, indemnify and hold the other harmless from any claim, suit or demand made upon the other by any person, firm or corporation for brokerage fees or commissions or other similar compensation with respect to this Lease.

ARTICLE 24. SECURITY DEPOSIT

At the execution of this Lease, LAUSD is not requiring TENANT to tender a security deposit because LAUSD in good faith is relying upon TENANT to comply with the terms and conditions of this Lease. In the event TENANT defaults under this Lease, LAUSD may, after the expiration of all applicable cure and notice periods, require TENANT to tender a security deposit to encourage the compliance with the terms and conditions of this Lease and which security deposit may be used to cure any subsequent default by TENANT. If LAUSD elects to require TENANT tender a security deposit, LAUSD shall provide written notice to TENANT and said notice shall include the amount of the security deposit. Any security deposit from TENANT may be co-mingled with other funds of LAUSD and TENANT shall not be entitled to any interest that may accrue on said security deposit. If any portion of the security deposit is expended to cure a non-compliance with the terms and conditions of the Lease by TENANT, LAUSD shall issue a written notice of such action, the actual cost incurred and within 15 days of its receipt of LAUSD's notice, TENANT shall remit to LAUSD an amount equal to the actual cost incurred to replenish the security deposit. LAUSD shall have the right to increase or decrease the amount of any security deposit during the Term of this Lease. Upon the expiration of this Lease, the security deposit, if any, shall be returned to TENANT within 60 days of the expiration date. Upon the earlier termination of this Lease, the security deposit, if any and if any amount remains, shall be returned to TENANT within 60 days of the termination date.

ARTICLE 25. WAIVER OF FACILITIES REQUEST

The number of students and grade level of educational instruction at the Leased Premises is as set forth in TENANT Charter Petition above in the Fundamental Lease Provisions. In the interest of long term planning for both TENANT and LAUSD, the Leased Premises are sufficient to provide the requisite number of seats for the number of students authorized in the Charter Petition. Except for circumstances beyond TENANT's control (e.g. force majeure events, casualty, condemnation, etc.), TENANT agrees that it shall not submit and hereby waives any and all rights to submit a request to use any real property owned or leased by LAUSD for the Charter Petition for the duration of the Term of this Lease or a period of 20 years from the Effective Date of this Lease, whichever is longer. Nothing herein shall be construed to limit TENANT's ability to create a new charter petition to establish a new charter school and request use of LAUSD real property for said new charter school in accordance with the approved charter petition. This Article shall survive the earlier termination of this Lease.

[Continued on next page.]

IN WITNESS WHEREOF, the parties hereto execute this Lease on the date set adjacent to the respective signatures.

TENANT:

[Name]_____

Dated: _____

By

Name:

Its:

Dated: _____

By

Name:

Its:

LAUSD:

Los Angeles Unified School District

Dated: _____

By

Name:

Its:

EXHIBIT A

Description or Illustration of Leased Premises

All of that certain real property owned by Los Angeles Unified School District identified in provision (e) of the Fundamental Lease Provisions of the Lease and all buildings, structures, improvements, furniture, fixture, equipment, other personal property and utility installations, systems and infrastructure located on the Leased Premises and providing service to or integral to the use of the Leased Premises.

A depiction of the current configuration of the Leased Premises is as follows:

EXHIBIT B

Pro Rata Share

EXHIBIT C

Required Regulatory Inspections and Tests

EXHIBIT D

LAUSD's Pest Management Policy

A copy of LAUSD's pest management policy is attached hereto. LAUSD recommends TENANT periodically contact LAUSD for any updates, modifications or amendments to said pest management policy.

EXHIBIT E

Deferred Maintenance Plan for the Leased Premises

EXHIBIT F

LAUSD Disclosures & Special Terms

English-Language Arts Content Standards

Grades Nine & Ten

Reading

1.0 Word Analysis, Fluency, and Systematic Vocabulary Development

Students apply their knowledge of word origins to determine the meaning of new words encountered in reading materials and use those words accurately.

Vocabulary and Concept Development

- 1.1 Identify and use the literal and figurative meanings of words and understand word derivations.
- 1.2 Distinguish between the denotative and connotative meanings of words and interpret the connotative power of words.
- 1.3 Identify Greek, Roman, and Norse mythology and use the knowledge to understand the origin and meaning of new words (e.g., the word *narcissistic* drawn from the myth of Narcissus and Echo).

2.0 Reading Comprehension (Focus on Informational Materials)

Students read and understand grade-level-appropriate material. They analyze the organizational patterns, arguments, and positions advanced. The selections in *Recommended Literature, Kindergarten Through Grade Twelve* illustrate the quality and complexity of the materials to be read by students. In addition, by grade twelve, students read two million words annually on their own, including a wide variety of classic and contemporary literature, magazines, newspapers, and online information. In grades nine and ten, students make substantial progress toward this goal.

Structural Features of Informational Materials

- 2.1 Analyze the structure and format of functional workplace documents, including the graphics and headers, and explain how authors use the features to achieve their purposes.
- 2.2 Prepare a bibliography of reference materials for a report using a variety of consumer, workplace, and public documents.

Comprehension and Analysis of Grade-Level-Appropriate Text

- 2.3 Generate relevant questions about readings on issues that can be researched.
- 2.4 Synthesize the content from several sources or works by a single author dealing with a single issue; paraphrase the ideas and connect them to other sources and related topics to demonstrate comprehension.
- 2.5 Extend ideas presented in primary or secondary sources through original analysis, evaluation, and elaboration.
- 2.6 Demonstrate use of sophisticated learning tools by following technical directions (e.g., those found with graphic calculators and specialized software programs and in access guides to World Wide Web sites on the Internet).

Expository Critique

- 2.7 Critique the logic of functional documents by examining the sequence of information and procedures in anticipation of possible reader misunderstandings.
- 2.8 Evaluate the credibility of an author's argument or defense of a claim by critiquing the relationship between generalizations and evidence, the comprehensiveness of evidence, and the way in which the author's intent affects the structure and tone of the text (e.g., in professional journals, editorials, political speeches, primary source material).

3.0 Literary Response and Analysis

Students read and respond to historically or culturally significant works of literature that reflect and enhance their studies of history and social science. They conduct in-depth analyses of recurrent patterns and themes. The selections in *Recommended Literature, Kindergarten Through Grade Twelve* illustrate the quality and complexity of the materials to be read by students.

Structural Features of Literature

- 3.1 Articulate the relationship between the expressed purposes and the characteristics of different forms of dramatic literature (e.g., comedy, tragedy, drama, dramatic monologue).
- 3.2 Compare and contrast the presentation of a similar theme or topic across genres to explain how the selection of genre shapes the theme or topic.

Narrative Analysis of Grade-Level-Appropriate Text

- 3.3 Analyze interactions between main and subordinate characters in a literary text (e.g., internal and external conflicts, motivations, relationships, influences) and explain the way those interactions affect the plot.
- 3.4 Determine characters' traits by what the characters say about themselves in narration, dialogue, dramatic monologue, and soliloquy.
- 3.5 Compare works that express a universal theme and provide evidence to support the ideas expressed in each work.
- 3.6 Analyze and trace an author's development of time and sequence, including the use of complex literary devices (e.g., foreshadowing, flashbacks).
- 3.7 Recognize and understand the significance of various literary devices, including figurative language, imagery, allegory, and symbolism, and explain their appeal.
- 3.8 Interpret and evaluate the impact of ambiguities, subtleties, contradictions, ironies, and incongruities in a text.
- 3.9 Explain how voice, persona, and the choice of a narrator affect characterization and the tone, plot, and credibility of a text.
- 3.10 Identify and describe the function of dialogue, scene designs, soliloquies, asides, and character foils in dramatic literature.

Literary Criticism

- 3.11 Evaluate the aesthetic qualities of style, including the impact of diction and figurative language on tone, mood, and theme, using the terminology of literary criticism. (Aesthetic approach)
- 3.12 Analyze the way in which a work of literature is related to the themes and issues of its historical period. (Historical approach)

Writing**1.0 Writing Strategies**

Students write coherent and focused essays that convey a well-defined perspective and tightly reasoned argument. The writing demonstrates students' awareness of the audience and purpose. Students progress through the stages of the writing process as needed.

Organization and Focus

- 1.1 Establish a controlling impression or coherent thesis that conveys a clear and distinctive perspective on the subject and maintain a consistent tone and focus throughout the piece of writing.
- 1.2 Use precise language, action verbs, sensory details, appropriate modifiers, and the active rather than the passive voice.

Research and Technology

- 1.3 Use clear research questions and suitable research methods (e.g., library, electronic media, personal interview) to elicit and present evidence from primary and secondary sources.
- 1.4 Develop the main ideas within the body of the composition through supporting evidence (e.g., scenarios, commonly held beliefs, hypotheses, definitions).
- 1.5 Synthesize information from multiple sources and identify complexities and discrepancies in the information and the different perspectives found in each medium (e.g., almanacs, microfiche, news sources, in-depth field studies, speeches, journals, technical documents).
- 1.6 Integrate quotations and citations into a written text while maintaining the flow of ideas.
- 1.7 Use appropriate conventions for documentation in the text, notes, and bibliographies by adhering to those in style manuals (e.g., *Modern Language Association Handbook*, *The Chicago Manual of Style*).
- 1.8 Design and publish documents by using advanced publishing software and graphic programs.

Evaluation and Revision

- 1.9 Revise writing to improve the logic and coherence of the organization and controlling perspective, the

precision of word choice, and the tone by taking into consideration the audience, purpose, and formality of the context.

2.0 Writing Applications (Genres and Their Characteristics)

Students combine the rhetorical strategies of narration, exposition, persuasion, and description to produce texts of at least 1,500 words each. Student writing demonstrates a command of standard American English and the research, organizational, and drafting strategies outlined in Writing Standard 1.0.

Using the writing strategies of grades nine and ten outlined in Writing Standard 1.0, students:

- 2.1 Write biographical or autobiographical narratives or short stories:
 - a. Relate a sequence of events and communicate the significance of the events to the audience.
 - b. Locate scenes and incidents in specific places.
 - c. Describe with concrete sensory details the sights, sounds, and smells of a scene and the specific actions, movements, gestures, and feelings of the characters; use interior monologue to depict the characters' feelings.
 - d. Pace the presentation of actions to accommodate changes in time and mood.
 - e. Make effective use of descriptions of appearance, images, shifting perspectives, and sensory details.

- 2.2 Write responses to literature:
 - a. Demonstrate a comprehensive grasp of the significant ideas of literary works.
 - b. Support important ideas and viewpoints through accurate and detailed references to the text or to other works.
 - c. Demonstrate awareness of the author's use of stylistic devices and an appreciation of the effects created.
 - d. Identify and assess the impact of perceived ambiguities, nuances, and complexities within the text.

- 2.3 Write expository compositions, including analytical essays and research reports:
 - a. Marshal evidence in support of a thesis and related claims, including information on all relevant perspectives.
 - b. Convey information and ideas from primary and secondary sources accurately and coherently.
 - c. Make distinctions between the relative value and significance of specific data, facts, and ideas.
 - d. Include visual aids by employing appropriate technology to organize and record information on charts, maps, and graphs.
 - e. Anticipate and address readers' potential misunderstandings, biases, and expectations.
 - f. Use technical terms and notations accurately.

- 2.4 Write persuasive compositions:
 - a. Structure ideas and arguments in a sustained and logical fashion.

- b. Use specific rhetorical devices to support assertions (e.g., appeal to logic through reasoning; appeal to emotion or ethical belief; relate a personal anecdote, case study, or analogy).
- c. Clarify and defend positions with precise and relevant evidence, including facts, expert opinions, quotations, and expressions of commonly accepted beliefs and logical reasoning.
- d. Address readers' concerns, counterclaims, biases, and expectations.

2.5 Write business letters:

- a. Provide clear and purposeful information and address the intended audience appropriately.
- b. Use appropriate vocabulary, tone, and style to take into account the nature of the relationship with, and the knowledge and interests of, the recipients.
- c. Highlight central ideas or images.
- d. Follow a conventional style with page formats, fonts, and spacing that contribute to the documents' readability and impact.

2.6 Write technical documents (e.g., a manual on rules of behavior for conflict resolution, procedures for conducting a meeting, minutes of a meeting):

- a. Report information and convey ideas logically and correctly.
- b. Offer detailed and accurate specifications.
- c. Include scenarios, definitions, and examples to aid comprehension (e.g., troubleshooting guide).
- d. Anticipate readers' problems, mistakes, and misunderstandings.

Written and Oral English Language Conventions

The standards for written and oral English language conventions have been placed between those for writing and for listening and speaking because these conventions are essential to both sets of skills.

1.0 Written and Oral English Language Conventions

Students write and speak with a command of standard English conventions.

Grammar and Mechanics of Writing

- 1.1 Identify and correctly use clauses (e.g., main and subordinate), phrases (e.g., gerund, infinitive, and participial), and mechanics of punctuation (e.g., semicolons, colons, ellipses, hyphens).
- 1.2 Understand sentence construction (e.g., parallel structure, subordination, proper placement of modifiers) and proper English usage (e.g., consistency of verb tenses).
- 1.3 Demonstrate an understanding of proper English usage and control of grammar, paragraph and sentence structure, diction, and syntax.

Manuscript Form

- 1.4 Produce legible work that shows accurate spelling and correct use of the conventions of punctuation and capitalization.
- 1.5 Reflect appropriate manuscript requirements, including title page presentation, pagination, spacing and margins, and integration of source and support material (e.g., in-text citation, use of direct quotations, paraphrasing) with appropriate citations.

Listening and Speaking

1.0 Listening and Speaking Strategies

Students formulate adroit judgments about oral communication. They deliver focused and coherent presentations of their own that convey clear and distinct perspectives and solid reasoning. They use gestures, tone, and vocabulary tailored to the audience and purpose.

Comprehension

- 1.1 Formulate judgments about the ideas under discussion and support those judgments with convincing evidence.
- 1.2 Compare and contrast the ways in which media genres (e.g., televised news, news magazines, documentaries, online information) cover the same event.

Organization and Delivery of Oral Communication

- 1.3 Choose logical patterns of organization (e.g., chronological, topical, cause and effect) to inform and to persuade, by soliciting agreement or action, or to unite audiences behind a common belief or cause.
- 1.4 Choose appropriate techniques for developing the introduction and conclusion (e.g., by using literary quotations, anecdotes, references to authoritative sources).
- 1.5 Recognize and use elements of classical speech forms (e.g., introduction, first and second transitions, body, conclusion) in formulating rational arguments and applying the art of persuasion and debate.
- 1.6 Present and advance a clear thesis statement and choose appropriate types of proof (e.g., statistics, testimony, specific instances) that meet standard tests for evidence, including credibility, validity, and relevance.
- 1.7 Use props, visual aids, graphs, and electronic media to enhance the appeal and accuracy of presentations.
- 1.8 Produce concise notes for extemporaneous delivery.
- 1.9 Analyze the occasion and the interests of the audience and choose effective verbal and nonverbal techniques (e.g., voice, gestures, eye contact) for presentations.

Analysis and Evaluation of Oral and Media Communications

- 1.10 Analyze historically significant speeches (e.g., Abraham Lincoln's "Gettysburg Address," Martin Luther King, Jr.'s "I Have a Dream") to find the rhetorical devices and features that make them memorable.
- 1.11 Assess how language and delivery affect the mood and tone of the oral communication and make an impact on the audience.
- 1.12 Evaluate the clarity, quality, effectiveness, and general coherence of a speaker's important points, arguments, evidence, organization of ideas, delivery, diction, and syntax.
- 1.13 Analyze the types of arguments used by the speaker, including argument by causation, analogy, authority, emotion, and logic.
- 1.14 Identify the aesthetic effects of a media presentation and evaluate the techniques used to create them (e.g., compare Shakespeare's *Henry V* with Kenneth Branagh's 1990 film version).

2.0 Speaking Applications (Genres and Their Characteristics)

Students deliver polished formal and extemporaneous presentations that combine the traditional rhetorical strategies of narration, exposition, persuasion, and description. Student speaking demonstrates a command of standard American English and the organizational and delivery strategies outlined in Listening and Speaking Standard 1.0.

Using the speaking strategies of grades nine and ten outlined in Listening and Speaking Standard 1.0, students:

- 2.1 Deliver narrative presentations:
 - a. Narrate a sequence of events and communicate their significance to the audience.
 - b. Locate scenes and incidents in specific places.
 - c. Describe with concrete sensory details the sights, sounds, and smells of a scene and the specific actions, movements, gestures, and feelings of characters.
 - d. Pace the presentation of actions to accommodate time or mood changes.

2.2 Deliver expository presentations:

- a. Marshal evidence in support of a thesis and related claims, including information on all relevant perspectives.
- b. Convey information and ideas from primary and secondary sources accurately and coherently.
- c. Make distinctions between the relative value and significance of specific data, facts, and ideas.
- d. Include visual aids by employing appropriate technology to organize and display information on charts, maps, and graphs.
- e. Anticipate and address the listener's potential misunderstandings, biases, and expectations.
- f. Use technical terms and notations accurately.

2.3 Apply appropriate interviewing techniques:

- a. Prepare and ask relevant questions.
- b. Make notes of responses.
- c. Use language that conveys maturity, sensitivity, and respect.
- d. Respond correctly and effectively to questions.
- e. Demonstrate knowledge of the subject or organization.
- f. Compile and report responses.
- g. Evaluate the effectiveness of the interview.

2.4 Deliver oral responses to literature:

- a. Advance a judgment demonstrating a comprehensive grasp of the significant ideas of works or passages (i.e., make and support warranted assertions about the text).
- b. Support important ideas and viewpoints through accurate and detailed references to the text or to other works.
- c. Demonstrate awareness of the author's use of stylistic devices and an appreciation of the effects created.
- d. Identify and assess the impact of perceived ambiguities, nuances, and complexities within the text.

2.5 Deliver persuasive arguments (including evaluation and analysis of problems and solutions and causes and effects):

- a. Structure ideas and arguments in a coherent, logical fashion.
- b. Use rhetorical devices to support assertions (e.g., by appeal to logic through reasoning; by appeal to emotion or ethical belief; by use of personal anecdote, case study, or analogy).
- c. Clarify and defend positions with precise and relevant evidence, including facts, expert opinions, quotations, expressions of commonly accepted beliefs, and logical reasoning.
- d. Anticipate and address the listener's concerns and counterarguments.

2.6 Deliver descriptive presentations:

- a. Establish clearly the speaker's point of view on the subject of the presentation.

- b. Establish clearly the speaker's relationship with that subject (e.g., dispassionate observation, personal involvement).
- c. Use effective, factual descriptions of appearance, concrete images, shifting perspectives and vantage points, and sensory details.

Grades Eleven & Twelve

Reading

1.0 Word Analysis, Fluency, and Systematic Vocabulary Development

Students apply their knowledge of word origins to determine the meaning of new words encountered in reading materials and use those words accurately.

Vocabulary and Concept Development

- 1.1 Trace the etymology of significant terms used in political science and history.
- 1.2 Apply knowledge of Greek, Latin, and Anglo-Saxon roots and affixes to draw inferences concerning the meaning of scientific and mathematical terminology.
- 1.3 Discern the meaning of analogies encountered, analyzing specific comparisons as well as relationships and inferences.

2.0 Reading Comprehension (Focus on Informational Materials)

Students read and understand grade-level-appropriate material. They analyze the organizational patterns, arguments, and positions advanced. The selections in *Recommended Literature, Kindergarten Through Grade Twelve* illustrate the quality and complexity of the materials to be read by students. In addition, by grade twelve, students read two million words annually on their own, including a wide variety of classic and contemporary literature, magazines, newspapers, and online information.

Structural Features of Informational Materials

- 2.1 Analyze both the features and the rhetorical devices of different types of public documents (e.g., policy statements, speeches, debates, platforms) and the way in which authors use those features and devices.

Comprehension and Analysis of Grade-Level-Appropriate Text

- 2.2 Analyze the way in which clarity of meaning is affected by the patterns of organization, hierarchical structures, repetition of the main ideas, syntax, and word choice in the text.
- 2.3 Verify and clarify facts presented in other types of expository texts by using a variety of consumer, workplace, and public documents.
- 2.4 Make warranted and reasonable assertions about the author's arguments by using elements of the text to defend and clarify interpretations.
- 2.5 Analyze an author's implicit and explicit philosophical assumptions and beliefs about a subject.

Expository Critique

- 2.6 Critique the power, validity, and truthfulness of arguments set forth in public documents; their appeal to both friendly and hostile audiences; and the extent to which the arguments anticipate and address reader concerns and counterclaims (e.g., appeal to reason, to authority, to pathos and emotion).

3.0 Literary Response and Analysis

Students read and respond to historically or culturally significant works of literature that reflect and enhance their studies of history and social science. They conduct in-depth analyses of recurrent themes. The selections in *Recommended Literature, Kindergarten Through Grade Twelve* illustrate the quality and complexity of the materials to be read by students.

Structural Features of Literature

- 3.1 Analyze characteristics of subgenres (e.g., satire, parody, allegory, pastoral) that are used in poetry, prose, plays, novels, short stories, essays, and other basic genres.

Narrative Analysis of Grade-Level-Appropriate Text

- 3.2 Analyze the way in which the theme or meaning of a selection represents a view or comment on life, using textual evidence to support the claim.

- 3.3 Analyze the ways in which irony, tone, mood, the author's style, and the "sound" of language achieve specific rhetorical or aesthetic purposes or both.
- 3.4 Analyze ways in which poets use imagery, personification, figures of speech, and sounds to evoke readers' emotions.
- 3.5 Analyze recognized works of American literature representing a variety of genres and traditions:
- Trace the development of American literature from the colonial period forward.
 - Contrast the major periods, themes, styles, and trends and describe how works by members of different cultures relate to one another in each period.
 - Evaluate the philosophical, political, religious, ethical, and social influences of the historical period that shaped the characters, plots, and settings.
- 3.6 Analyze the way in which authors through the centuries have used archetypes drawn from myth and tradition in literature, film, political speeches, and religious writings (e.g., how the archetypes of banishment from an ideal world may be used to interpret Shakespeare's tragedy *Macbeth*).
- 3.7 Analyze recognized works of world literature from a variety of authors:
- Contrast the major literary forms, techniques, and characteristics of the major literary periods (e.g., Homeric Greece, medieval, romantic, neoclassic, modern).
 - Relate literary works and authors to the major themes and issues of their eras.
 - Evaluate the philosophical, political, religious, ethical, and social influences of the historical period that shaped the characters, plots, and settings.

Literary Criticism

- 3.8 Analyze the clarity and consistency of political assumptions in a selection of literary works or essays on a topic (e.g., suffrage, women's role in organized labor). (Political approach)
- 3.9 Analyze the philosophical arguments presented in literary works to determine whether the authors' positions have contributed to the quality of each work and the credibility of the characters. (Philosophical approach)

Writing

1.0 Writing Strategies

Students write coherent and focused texts that convey a well-defined perspective and tightly reasoned argument. The writing demonstrates students' awareness of the audience and purpose and progression through the stages of the writing process.

Organization and Focus

- 1.1 Demonstrate an understanding of the elements of discourse (e.g., purpose, speaker, audience, form) when completing narrative, expository, persuasive, or descriptive writing assignments.
- 1.2 Use point of view, characterization, style (e.g., use of irony), and related elements for specific rhetorical and aesthetic purposes.
- 1.3 Structure ideas and arguments in a sustained, persuasive, and sophisticated way and support them with precise and relevant examples.
- 1.4 Enhance meaning by employing rhetorical devices, including the extended use of parallelism, repetition, and analogy; the incorporation of visual aids (e.g., graphs, tables, pictures); and the issuance of a call for action.
- 1.5 Use language in natural, fresh, and vivid ways to establish a specific tone.

Research and Technology

- 1.6 Develop presentations by using clear research questions and creative and critical research strategies (e.g., field studies, oral histories, interviews, experiments, electronic sources).
- 1.7 Use systematic strategies to organize and record information (e.g., anecdotal scripting, annotated

- bibliographies).
- 1.8 Integrate databases, graphics, and spreadsheets into word-processed documents.

Evaluation and Revision

- 1.9 Revise text to highlight the individual voice, improve sentence variety and style, and enhance subtlety of meaning and tone in ways that are consistent with the purpose, audience, and genre.

2.0 Writing Applications (Genres and Their Characteristics)

Students combine the rhetorical strategies of narration, exposition, persuasion, and description to produce texts of at least 1,500 words each. Student writing demonstrates a command of standard American English and the research, organizational, and drafting strategies outlined in Writing Standard 1.0.

Using the writing strategies of grades eleven and twelve outlined in Writing Standard 1.0, students:

- 2.1 Write fictional, autobiographical, or biographical narratives:
- a. Narrate a sequence of events and communicate their significance to the audience.
 - b. Locate scenes and incidents in specific places.
 - c. Describe with concrete sensory details the sights, sounds, and smells of a scene and the specific actions, movements, gestures, and feelings of the characters; use interior monologue to depict the characters' feelings.
 - d. Pace the presentation of actions to accommodate temporal, spatial, and dramatic mood changes.
 - e. Make effective use of descriptions of appearance, images, shifting perspectives, and sensory details.
- 2.2 Write responses to literature:
- a. Demonstrate a comprehensive understanding of the significant ideas in works or passages.
 - b. Analyze the use of imagery, language, universal themes, and unique aspects of the text.
 - c. Support important ideas and viewpoints through accurate and detailed references to the text and to other works.
 - d. Demonstrate an understanding of the author's use of stylistic devices and an appreciation of the effects created.
 - e. Identify and assess the impact of perceived ambiguities, nuances, and complexities within the text.
- 2.3 Write reflective compositions:
- a. Explore the significance of personal experiences, events, conditions, or concerns by using rhetorical strategies (e.g., narration, description, exposition, persuasion).
 - b. Draw comparisons between specific incidents and broader themes that illustrate the writer's important beliefs or generalizations about life.
 - c. Maintain a balance in describing individual incidents and relate those incidents to more general and abstract ideas.
- 2.4 Write historical investigation reports:

- a. Use exposition, narration, description, argumentation, or some combination of rhetorical strategies to support the main proposition.
 - b. Analyze several historical records of a single event, examining critical relationships between elements of the research topic.
 - c. Explain the perceived reason or reasons for the similarities and differences in historical records with information derived from primary and secondary sources to support or enhance the presentation.
 - d. Include information from all relevant perspectives and take into consideration the validity and reliability of sources.
 - e. Include a formal bibliography.
- 2.5 Write job applications and résumés:
- a. Provide clear and purposeful information and address the intended audience appropriately.
 - b. Use varied levels, patterns, and types of language to achieve intended effects and aid comprehension.
 - c. Modify the tone to fit the purpose and audience.
 - d. Follow the conventional style for that type of document (e.g., résumé, memorandum) and use page formats, fonts, and spacing that contribute to the readability and impact of the document.
- 2.6 Deliver multimedia presentations:
- a. Combine text, images, and sound and draw information from many sources (e.g., television broadcasts, videos, films, newspapers, magazines, CD-ROMs, the Internet, electronic media-generated images).
 - b. Select an appropriate medium for each element of the presentation.
 - c. Use the selected media skillfully, editing appropriately and monitoring for quality.
 - d. Test the audience's response and revise the presentation accordingly.

Written and Oral English Language Conventions

The standards for written and oral English language conventions have been placed between those for writing and for listening and speaking because these conventions are essential to both sets of skills.

1.0 Written and Oral English Language Conventions

Students write and speak with a command of standard English conventions.

- 1.1 Demonstrate control of grammar, diction, and paragraph and sentence structure and an understanding of English usage.
- 1.2 Produce legible work that shows accurate spelling and correct punctuation and capitalization.
- 1.3 Reflect appropriate manuscript requirements in writing.

Listening and Speaking

1.0 Listening and Speaking Strategies

Students formulate adroit judgments about oral communication. They deliver focused and coherent presentations that convey clear and distinct perspectives and demonstrate solid reasoning. They use gestures, tone, and vocabulary tailored to the audience and purpose.

Comprehension

- 1.1 Recognize strategies used by the media to inform, persuade, entertain, and transmit culture (e.g., advertisements; perpetuation of stereotypes; use of visual representations, special effects, language).
- 1.2 Analyze the impact of the media on the democratic process (e.g., exerting influence on elections, creating images of leaders, shaping attitudes) at the local, state, and national levels.
- 1.3 Interpret and evaluate the various ways in which events are presented and information is communicated by visual image makers (e.g., graphic artists, documentary filmmakers, illustrators, news photographers).

Organization and Delivery of Oral Communication

- 1.4 Use rhetorical questions, parallel structure, concrete images, figurative language, characterization, irony, and dialogue to achieve clarity, force, and aesthetic effect.
- 1.5 Distinguish between and use various forms of classical and contemporary logical arguments, including:
 - a. Inductive and deductive reasoning
 - b. Syllogisms and analogies
- 1.6 Use logical, ethical, and emotional appeals that enhance a specific tone and purpose.
- 1.7 Use appropriate rehearsal strategies to pay attention to performance details, achieve command of the text, and create skillful artistic staging.
- 1.8 Use effective and interesting language, including:
 - a. Informal expressions for effect
 - b. Standard American English for clarity
 - c. Technical language for specificity
- 1.9 Use research and analysis to justify strategies for gesture, movement, and vocalization, including dialect, pronunciation, and enunciation.
- 1.10 Evaluate when to use different kinds of effects (e.g., visual, music, sound, graphics) to create effective productions.

Analysis and Evaluation of Oral and Media Communications

- 1.11 Critique a speaker's diction and syntax in relation to the purpose of an oral communication and the impact the words may have on the audience.
- 1.12 Identify logical fallacies used in oral addresses (e.g., attack *ad hominem*, false causality, red herring, overgeneralization, bandwagon effect).
- 1.13 Analyze the four basic types of persuasive speech (i.e., propositions of fact, value, problem, or policy) and understand the similarities and differences in their patterns of organization and the use of persuasive language, reasoning, and proof.
- 1.14 Analyze the techniques used in media messages for a particular audience and evaluate their effectiveness (e.g., Orson Welles' radio broadcast "War of the Worlds").

2.0 Speaking Applications (Genres and Their Characteristics)

Students deliver polished formal and extemporaneous presentations that combine traditional rhetorical strategies of narration, exposition, persuasion, and description. Student speaking demonstrates a command of standard American English and the organizational and delivery strategies outlined in Listening and Speaking Standard 1.0.

Using the speaking strategies of grades eleven and twelve outlined in Listening and Speaking Standard 1.0, students:

- 2.1 Deliver reflective presentations:
 - a. Explore the significance of personal experiences, events, conditions, or concerns, using appropriate rhetorical strategies (e.g., narration, description, exposition, persuasion).
 - b. Draw comparisons between the specific incident and broader themes that illustrate the speaker's beliefs or generalizations about life.
 - c. Maintain a balance between describing the incident and relating it to more general, abstract ideas.

- 2.2 Deliver oral reports on historical investigations:
 - a. Use exposition, narration, description, persuasion, or some combination of those to support the thesis.
 - b. Analyze several historical records of a single event, examining critical relationships between elements of the research topic.
 - c. Explain the perceived reason or reasons for the similarities and differences by using information derived from primary and secondary sources to support or enhance the presentation.
 - d. Include information on all relevant perspectives and consider the validity and reliability of sources.

- 2.3 Deliver oral responses to literature:
 - a. Demonstrate a comprehensive understanding of the significant ideas of literary works (e.g., make assertions about the text that are reasonable and supportable).
 - b. Analyze the imagery, language, universal themes, and unique aspects of the text through the use of rhetorical strategies (e.g., narration, description, persuasion, exposition, a combination of those strategies).
 - c. Support important ideas and viewpoints through accurate and detailed references to the text or to other works.
 - d. Demonstrate an awareness of the author's use of stylistic devices and an appreciation of the effects created.
 - e. Identify and assess the impact of perceived ambiguities, nuances, and complexities within the text.

- 2.4 Deliver multimedia presentations:
 - a. Combine text, images, and sound by incorporating information from a wide range of media, including films, newspapers, magazines, CD-ROMs, online information, television, videos, and electronic media-generated images.
 - b. Select an appropriate medium for each element of the presentation.
 - c. Use the selected media skillfully, editing appropriately and monitoring for quality.
 - d. Test the audience's response and revise the presentation accordingly.

- 2.5 Recite poems, selections from speeches, or dramatic soliloquies with attention to performance details to achieve clarity, force, and aesthetic effect and to demonstrate an understanding of the meaning (e.g., Hamlet's soliloquy "To Be or Not to Be").

Algebra I

Grades Eight Through Twelve - Mathematics Content Standards

Symbolic reasoning and calculations with symbols are central in algebra. Through the study of algebra, a student develops an understanding of the symbolic language of mathematics and the sciences. In addition, algebraic skills and concepts are developed and used in a wide variety of problem-solving situations.

1.0 Students identify and use the arithmetic properties of subsets of integers and rational, irrational, and real numbers, including closure properties for the four basic arithmetic operations where applicable:

1.1 Students use properties of numbers to demonstrate whether assertions are true or false.

2.0 Students understand and use such operations as taking the opposite, finding the reciprocal, taking a root, and raising to a fractional power. They understand and use the rules of exponents.

3.0 Students solve equations and inequalities involving absolute values.

4.0 Students simplify expressions before solving linear equations and inequalities in one variable, such as $3(2x-5) + 4(x-2) = 12$.

5.0 Students solve multistep problems, including word problems, involving linear equations and linear inequalities in one variable and provide justification for each step.

6.0 Students graph a linear equation and compute the x - and y -intercepts (e.g., graph $2x + 6y = 4$). They are also able to sketch the region defined by linear inequality (e.g., they sketch the region defined by $2x + 6y < 4$).

7.0 Students verify that a point lies on a line, given an equation of the line. Students are able to derive linear equations by using the point-slope formula.

8.0 Students understand the concepts of parallel lines and perpendicular lines and how those slopes are related. Students are able to find the equation of a line perpendicular to a given line that passes through a given point.

9.0 Students solve a system of two linear equations in two variables algebraically and are able to interpret the answer graphically. Students are able to solve a system of two linear inequalities in two variables and to sketch the solution sets.

10.0 Students add, subtract, multiply, and divide monomials and polynomials. Students solve multistep problems, including word problems, by using these techniques.

11.0 Students apply basic factoring techniques to second- and simple third-degree polynomials. These techniques include finding a common factor for all terms in a polynomial, recognizing the difference of two squares, and recognizing perfect squares of binomials.

12.0 Students simplify fractions with polynomials in the numerator and denominator by factoring both and reducing them to the lowest terms.

13.0 Students add, subtract, multiply, and divide rational expressions and functions. Students solve both computationally and conceptually challenging problems by using these techniques.

14.0 Students solve a quadratic equation by factoring or completing the square.

15.0 Students apply algebraic techniques to solve rate problems, work problems, and percent mixture problems.

16.0 Students understand the concepts of a relation and a function, determine whether a given relation defines a function, and give pertinent information about given relations and functions.

17.0 Students determine the domain of independent variables and the range of dependent variables defined by a graph, a set of ordered pairs, or a symbolic expression.

18.0 Students determine whether a relation defined by a graph, a set of ordered pairs, or a symbolic expression is a function and justify the conclusion.

19.0 Students know the quadratic formula and are familiar with its proof by completing the square.

20.0 Students use the quadratic formula to find the roots of a second-degree polynomial and to solve quadratic equations.

21.0 Students graph quadratic functions and know that their roots are the x -intercepts.

22.0 Students use the quadratic formula or factoring techniques or both to determine whether the graph of a quadratic function will intersect the x -axis in zero, one, or two points.

23.0 Students apply quadratic equations to physical problems, such as the motion of an object under the force of gravity.

24.0 Students use and know simple aspects of a logical argument:

24.1 Students explain the difference between inductive and deductive reasoning and identify and provide examples of each.

24.2 Students identify the hypothesis and conclusion in logical deduction.

24.3 Students use counterexamples to show that an assertion is false and recognize that a single counterexample is sufficient to refute an assertion.

25.0 Students use properties of the number system to judge the validity of results, to justify each step of a procedure, and to prove or disprove statements:

25.1 Students use properties of numbers to construct simple, valid arguments (direct and indirect) for, or formulate counterexamples to, claimed assertions.

25.2 Students judge the validity of an argument according to whether the properties of the real number system and the order of operations have been applied correctly at each step.

25.3 Given a specific algebraic statement involving linear, quadratic, or absolute value expressions or equations or inequalities, students determine whether the statement is true sometimes, always, or never.

Geometry

Grades Eight Through Twelve - Mathematics Content Standards

The geometry skills and concepts developed in this discipline are useful to all students. Aside from learning these skills and concepts, students will develop their ability to construct formal, logical arguments and proofs in geometric settings and problems.

- 1.0** Students demonstrate understanding by identifying and giving examples of undefined terms, axioms, theorems, and inductive and deductive reasoning.
- 2.0** Students write geometric proofs, including proofs by contradiction.
- 3.0** Students construct and judge the validity of a logical argument and give counterexamples to disprove a statement.
- 4.0** Students prove basic theorems involving congruence and similarity.
- 5.0** Students prove that triangles are congruent or similar, and they are able to use the concept of corresponding parts of congruent triangles.
- 6.0** Students know and are able to use the triangle inequality theorem.
- 7.0** Students prove and use theorems involving the properties of parallel lines cut by a transversal, the properties of quadrilaterals, and the properties of circles.
- 8.0** Students know, derive, and solve problems involving the perimeter, circumference, area, volume, lateral area, and surface area of common geometric figures.
- 9.0** Students compute the volumes and surface areas of prisms, pyramids, cylinders, cones, and spheres; and students commit to memory the formulas for prisms, pyramids, and cylinders.
- 10.0** Students compute areas of polygons, including rectangles, scalene triangles, equilateral triangles, rhombi, parallelograms, and trapezoids.
- 11.0** Students determine how changes in dimensions affect the perimeter, area, and volume of common geometric figures and solids.
- 12.0** Students find and use measures of sides and of interior and exterior angles of triangles and polygons to classify figures and solve problems.
- 13.0** Students prove relationships between angles in polygons by using properties of complementary, supplementary, vertical, and exterior angles.
- 14.0** Students prove the Pythagorean theorem.
- 15.0** Students use the Pythagorean theorem to determine distance and find missing lengths of sides of right triangles.
- 16.0** Students perform basic constructions with a straightedge and compass, such as angle bisectors, perpendicular bisectors, and the line parallel to a given line through a point off the line.
- 17.0** Students prove theorems by using coordinate geometry, including the midpoint of a line segment, the distance formula, and various forms of equations of lines and circles.

18.0 Students know the definitions of the basic trigonometric functions defined by the angles of a right triangle. They also know and are able to use elementary relationships between them. For example, $\tan(x) = \sin(x)/\cos(x)$, $(\sin(x))^2 + (\cos(x))^2 = 1$.

19.0 Students use trigonometric functions to solve for an unknown length of a side of a right triangle, given an angle and a length of a side.

20.0 Students know and are able to use angle and side relationships in problems with special right triangles, such as 30° , 60° , and 90° triangles and 45° , 45° , and 90° triangles.

21.0 Students prove and solve problems regarding relationships among chords, secants, tangents, inscribed angles, and inscribed and circumscribed polygons of circles.

22.0 Students know the effect of rigid motions on figures in the coordinate plane and space, including rotations, translations, and reflections.

Algebra II

Grades Eight Through Twelve - Mathematics Content Standards

This discipline complements and expands the mathematical content and concepts of algebra I and geometry. Students who master algebra II will gain experience with algebraic solutions of problems in various content areas, including the solution of systems of quadratic equations, logarithmic and exponential functions, the binomial theorem, and the complex number system.

- 1.0** Students solve equations and inequalities involving absolute value.
- 2.0** Students solve systems of linear equations and inequalities (in two or three variables) by substitution, with graphs, or with matrices.
- 3.0** Students are adept at operations on polynomials, including long division.
- 4.0** Students factor polynomials representing the difference of squares, perfect square trinomials, and the sum and difference of two cubes.
- 5.0** Students demonstrate knowledge of how real and complex numbers are related both arithmetically and graphically. In particular, they can plot complex numbers as points in the plane.
- 6.0** Students add, subtract, multiply, and divide complex numbers.
- 7.0** Students add, subtract, multiply, divide, reduce, and evaluate rational expressions with monomial and polynomial denominators and simplify complicated rational expressions, including those with negative exponents in the denominator.
- 8.0** Students solve and graph quadratic equations by factoring, completing the square, or using the quadratic formula. Students apply these techniques in solving word problems. They also solve quadratic equations in the complex number system.
- 9.0** Students demonstrate and explain the effect that changing a coefficient has on the graph of quadratic functions; that is, students can determine how the graph of a parabola changes as a , b , and c vary in the equation $y = a(x-b)^2 + c$.
- 10.0** Students graph quadratic functions and determine the maxima, minima, and zeros of the function.
- 11.0** Students prove simple laws of logarithms.
- 11.1** Students understand the inverse relationship between exponents and logarithms and use this relationship to solve problems involving logarithms and exponents.
- 11.2** Students judge the validity of an argument according to whether the properties of real numbers, exponents, and logarithms have been applied correctly at each step.
- 12.0** Students know the laws of fractional exponents, understand exponential functions, and use these functions in problems involving exponential growth and decay.
- 13.0** Students use the definition of logarithms to translate between logarithms in any base.
- 14.0** Students understand and use the properties of logarithms to simplify logarithmic numeric expressions and to identify their approximate values.

- 15.0** Students determine whether a specific algebraic statement involving rational expressions, radical expressions, or logarithmic or exponential functions is sometimes true, always true, or never true.
- 16.0** Students demonstrate and explain how the geometry of the graph of a conic section (e.g., asymptotes, foci, eccentricity) depends on the coefficients of the quadratic equation representing it.
- 17.0** Given a quadratic equation of the form $ax^2 + by^2 + cx + dy + e = 0$, students can use the method for completing the square to put the equation into standard form and can recognize whether the graph of the equation is a circle, ellipse, parabola, or hyperbola. Students can then graph the equation.
- 18.0** Students use fundamental counting principles to compute combinations and permutations.
- 19.0** Students use combinations and permutations to compute probabilities.
- 20.0** Students know the binomial theorem and use it to expand binomial expressions that are raised to positive integer powers.
- 21.0** Students apply the method of mathematical induction to prove general statements about the positive integers.
- 22.0** Students find the general term and the sums of arithmetic series and of both finite and infinite geometric series.
- 23.0** Students derive the summation formulas for arithmetic series and for both finite and infinite geometric series.
- 24.0** Students solve problems involving functional concepts, such as composition, defining the inverse function and performing arithmetic operations on functions.
- 25.0** Students use properties from number systems to justify steps in combining and simplifying functions.

Trigonometry

Grades Eight Through Twelve - Mathematics Content Standards

Trigonometry uses the techniques that students have previously learned from the study of algebra and geometry. The trigonometric functions studied are defined geometrically rather than in terms of algebraic equations. Facility with these functions as well as the ability to prove basic identities regarding them is especially important for students intending to study calculus, more advanced mathematics, physics and other sciences, and engineering in college.

1.0 Students understand the notion of angle and how to measure it, in both degrees and radians. They can convert between degrees and radians.

2.0 Students know the definition of sine and cosine as y - and x -coordinates of points on the unit circle and are familiar with the graphs of the sine and cosine functions.

3.0 Students know the identity $\cos^2(x) + \sin^2(x) = 1$:

3.1 Students prove that this identity is equivalent to the Pythagorean theorem (i.e., students can prove this identity by using the Pythagorean theorem and, conversely, they can prove the Pythagorean theorem as a consequence of this identity).

3.2 Students prove other trigonometric identities and simplify others by using the identity $\cos^2(x) + \sin^2(x) = 1$. For example, students use this identity to prove that $\sec^2(x) = \tan^2(x) + 1$.

4.0 Students graph functions of the form $f(t) = A \sin(Bt + C)$ or $f(t) = A \cos(Bt + C)$ and interpret A , B , and C in terms of amplitude, frequency, period, and phase shift.

5.0 Students know the definitions of the tangent and cotangent functions and can graph them.

6.0 Students know the definitions of the secant and cosecant functions and can graph them.

7.0 Students know that the tangent of the angle that a line makes with the x -axis is equal to the slope of the line.

8.0 Students know the definitions of the inverse trigonometric functions and can graph the functions.

9.0 Students compute, by hand, the values of the trigonometric functions and the inverse trigonometric functions at various standard points.

10.0 Students demonstrate an understanding of the addition formulas for sines and cosines and their proofs and can use those formulas to prove and/or simplify other trigonometric identities.

11.0 Students demonstrate an understanding of half-angle and double-angle formulas for sines and cosines and can use those formulas to prove and/or simplify other trigonometric identities.

12.0 Students use trigonometry to determine unknown sides or angles in right triangles.

13.0 Students know the law of sines and the law of cosines and apply those laws to solve problems.

14.0 Students determine the area of a triangle, given one angle and the two adjacent sides.

15.0 Students are familiar with polar coordinates. In particular, they can determine polar coordinates of a point given in rectangular coordinates and vice versa.

16.0 Students represent equations given in rectangular coordinates in terms of polar coordinates.

17.0 Students are familiar with complex numbers. They can represent a complex number in polar form and know how to multiply complex numbers in their polar form.

18.0 Students know DeMoivre's theorem and can give n th roots of a complex number given in polar form.

19.0 Students are adept at using trigonometry in a variety of applications and word problems.

Mathematical Analysis

Grades Eight Through Twelve - Mathematics Content Standards

This discipline combines many of the trigonometric, geometric, and algebraic techniques needed to prepare students for the study of calculus and strengthens their conceptual understanding of problems and mathematical reasoning in solving problems. These standards take a functional point of view toward those topics. The most significant new concept is that of limits. Mathematical analysis is often combined with a course in trigonometry or perhaps with one in linear algebra to make a year-long precalculus course.

1.0 Students are familiar with, and can apply, polar coordinates and vectors in the plane. In particular, they can translate between polar and rectangular coordinates and can interpret polar coordinates and vectors graphically.

2.0 Students are adept at the arithmetic of complex numbers. They can use the trigonometric form of complex numbers and understand that a function of a complex variable can be viewed as a function of two real variables. They know the proof of DeMoivre's theorem.

3.0 Students can give proofs of various formulas by using the technique of mathematical induction.

4.0 Students know the statement of, and can apply, the fundamental theorem of algebra.

5.0 Students are familiar with conic sections, both analytically and geometrically:

5.1 Students can take a quadratic equation in two variables; put it in standard form by completing the square and using rotations and translations, if necessary; determine what type of conic section the equation represents; and determine its geometric components (foci, asymptotes, and so forth).

5.2 Students can take a geometric description of a conic section - for example, the locus of points whose sum of its distances from $(1, 0)$ and $(-1, 0)$ is 6 - and derive a quadratic equation representing it.

6.0 Students find the roots and poles of a rational function and can graph the function and locate its asymptotes.

7.0 Students demonstrate an understanding of functions and equations defined parametrically and can graph them.

8.0 Students are familiar with the notion of the limit of a sequence and the limit of a function as the independent variable approaches a number or infinity. They determine whether certain sequences converge or diverge.

Linear Algebra

Grades Eight Through Twelve - Mathematics Content Standards

The general goal in this discipline is for students to learn the techniques of matrix manipulation so that they can solve systems of linear equations in any number of variables. Linear algebra is most often combined with another subject, such as trigonometry, mathematical analysis, or precalculus.

- 1.0** Students solve linear equations in any number of variables by using Gauss-Jordan elimination.
- 2.0** Students interpret linear systems as coefficient matrices and the Gauss-Jordan method as row operations on the coefficient matrix.
- 3.0** Students reduce rectangular matrices to row echelon form.
- 4.0** Students perform addition on matrices and vectors.
- 5.0** Students perform matrix multiplication and multiply vectors by matrices and by scalars.
- 6.0** Students demonstrate an understanding that linear systems are inconsistent (have no solutions), have exactly one solution, or have infinitely many solutions.
- 7.0** Students demonstrate an understanding of the geometric interpretation of vectors and vector addition (by means of parallelograms) in the plane and in three-dimensional space.
- 8.0** Students interpret geometrically the solution sets of systems of equations. For example, the solution set of a single linear equation in two variables is interpreted as a line in the plane, and the solution set of a two-by-two system is interpreted as the intersection of a pair of lines in the plane.
- 9.0** Students demonstrate an understanding of the notion of the inverse to a square matrix and apply that concept to solve systems of linear equations.
- 10.0** Students compute the determinants of 2×2 and 3×3 matrices and are familiar with their geometric interpretations as the area and volume of the parallelepipeds spanned by the images under the matrices of the standard basis vectors in two-dimensional and three-dimensional spaces.
- 11.0** Students know that a square matrix is invertible if, and only if, its determinant is nonzero. They can compute the inverse to 2×2 and 3×3 matrices using row reduction methods or Cramer's rule.
- 12.0** Students compute the scalar (dot) product of two vectors in n -dimensional space and know that perpendicular vectors have zero dot product.

Probability and Statistics

Grades Eight Through Twelve - Mathematics Content Standards

This discipline is an introduction to the study of probability, interpretation of data, and fundamental statistical problem solving. Mastery of this academic content will provide students with a solid foundation in probability and facility in processing statistical information.

1.0 Students know the definition of the notion of independent events and can use the rules for addition, multiplication, and complementation to solve for probabilities of particular events in finite sample spaces.

2.0 Students know the definition of conditional probability and use it to solve for probabilities in finite sample spaces.

3.0 Students demonstrate an understanding of the notion of discrete random variables by using them to solve for the probabilities of outcomes, such as the probability of the occurrence of five heads in 14 coin tosses.

4.0 Students are familiar with the standard distributions (normal, binomial, and exponential) and can use them to solve for events in problems in which the distribution belongs to those families.

5.0 Students determine the mean and the standard deviation of a normally distributed random variable.

6.0 Students know the definitions of the mean, median, and mode of a distribution of data and can compute each in particular situations.

7.0 Students compute the variance and the standard deviation of a distribution of data.

8.0 Students organize and describe distributions of data by using a number of different methods, including frequency tables, histograms, standard line and bar graphs, stem-and-leaf displays, scatterplots, and box-and-whisker plots.

Advanced Placement Probability and Statistics

Grades Eight Through Twelve - Mathematics Content Standards

This discipline is a technical and in-depth extension of probability and statistics. In particular, mastery of academic content for advanced placement gives students the background to succeed in the Advanced Placement examination in the subject.

- 1.0** Students solve probability problems with finite sample spaces by using the rules for addition, multiplication, and complementation for probability distributions and understand the simplifications that arise with independent events.
- 2.0** Students know the definition of conditional probability and use it to solve for probabilities in finite sample spaces.
- 3.0** Students demonstrate an understanding of the notion of discrete random variables by using this concept to solve for the probabilities of outcomes, such as the probability of the occurrence of five or fewer heads in 14 coin tosses.
- 4.0** Students understand the notion of a continuous random variable and can interpret the probability of an outcome as the area of a region under the graph of the probability density function associated with the random variable.
- 5.0** Students know the definition of the mean of a discrete random variable and can determine the mean for a particular discrete random variable.
- 6.0** Students know the definition of the variance of a discrete random variable and can determine the variance for a particular discrete random variable.
- 7.0** Students demonstrate an understanding of the standard distributions (normal, binomial, and exponential) and can use the distributions to solve for events in problems in which the distribution belongs to those families.
- 8.0** Students determine the mean and the standard deviation of a normally distributed random variable.
- 9.0** Students know the central limit theorem and can use it to obtain approximations for probabilities in problems of finite sample spaces in which the probabilities are distributed binomially.
- 10.0** Students know the definitions of the mean, median, and mode of distribution of data and can compute each of them in particular situations.
- 11.0** Students compute the variance and the standard deviation of a distribution of data.
- 12.0** Students find the line of best fit to a given distribution of data by using least squares regression.
- 13.0** Students know what the correlation coefficient of two variables means and are familiar with the coefficient's properties.
- 14.0** Students organize and describe distributions of data by using a number of different methods, including frequency tables, histograms, standard line graphs and bar graphs, stem-and-leaf displays, scatterplots, and box-and-whisker plots.

15.0 Students are familiar with the notions of a statistic of a distribution of values, of the sampling distribution of a statistic, and of the variability of a statistic.

16.0 Students know basic facts concerning the relation between the mean and the standard deviation of a sampling distribution and the mean and the standard deviation of the population distribution.

17.0 Students determine confidence intervals for a simple random sample from a normal distribution of data and determine the sample size required for a desired margin of error.

18.0 Students determine the P- value for a statistic for a simple random sample from a normal distribution.

19.0 Students are familiar with the chi- square distribution and chi- square test and understand their uses.

Calculus

Grades Eight Through Twelve - Mathematics Content Standards

When taught in high school, calculus should be presented with the same level of depth and rigor as are entry-level college and university calculus courses. These standards outline a complete college curriculum in one variable calculus. Many high school programs may have insufficient time to cover all of the following content in a typical academic year. For example, some districts may treat differential equations lightly and spend substantial time on infinite sequences and series. Others may do the opposite. Consideration of the College Board syllabi for the Calculus AB and Calculus BC sections of the Advanced Placement Examination in Mathematics may be helpful in making curricular decisions. Calculus is a widely applied area of mathematics and involves a beautiful intrinsic theory. Students mastering this content will be exposed to both aspects of the subject.

1.0 Students demonstrate knowledge of both the formal definition and the graphical interpretation of limit of values of functions. This knowledge includes one-sided limits, infinite limits, and limits at infinity. Students know the definition of convergence and divergence of a function as the domain variable approaches either a number or infinity:

1.1 Students prove and use theorems evaluating the limits of sums, products, quotients, and composition of functions.

1.2 Students use graphical calculators to verify and estimate limits.

1.3 Students prove and use special limits, such as the limits of $(\sin(x))/x$ and $(1-\cos(x))/x$ as x tends to 0.

2.0 Students demonstrate knowledge of both the formal definition and the graphical interpretation of continuity of a function.

3.0 Students demonstrate an understanding and the application of the intermediate value theorem and the extreme value theorem.

4.0 Students demonstrate an understanding of the formal definition of the derivative of a function at a point and the notion of differentiability:

4.1 Students demonstrate an understanding of the derivative of a function as the slope of the tangent line to the graph of the function.

4.2 Students demonstrate an understanding of the interpretation of the derivative as an instantaneous rate of change. Students can use derivatives to solve a variety of problems from physics, chemistry, economics, and so forth that involve the rate of change of a function.

4.3 Students understand the relation between differentiability and continuity.

4.4 Students derive derivative formulas and use them to find the derivatives of algebraic, trigonometric, inverse trigonometric, exponential, and logarithmic functions.

- 5.0** Students know the chain rule and its proof and applications to the calculation of the derivative of a variety of composite functions.
- 6.0** Students find the derivatives of parametrically defined functions and use implicit differentiation in a wide variety of problems in physics, chemistry, economics, and so forth.
- 7.0** Students compute derivatives of higher orders.
- 8.0** Students know and can apply Rolle's theorem, the mean value theorem, and L'Hôpital's rule.
- 9.0** Students use differentiation to sketch, by hand, graphs of functions. They can identify maxima, minima, inflection points, and intervals in which the function is increasing and decreasing.
- 10.0** Students know Newton's method for approximating the zeros of a function.
- 11.0** Students use differentiation to solve optimization (maximum-minimum problems) in a variety of pure and applied contexts.
- 12.0** Students use differentiation to solve related rate problems in a variety of pure and applied contexts.
- 13.0** Students know the definition of the definite integral by using Riemann sums. They use this definition to approximate integrals.
- 14.0** Students apply the definition of the integral to model problems in physics, economics, and so forth, obtaining results in terms of integrals.
- 15.0** Students demonstrate knowledge and proof of the fundamental theorem of calculus and use it to interpret integrals as antiderivatives.
- 16.0** Students use definite integrals in problems involving area, velocity, acceleration, volume of a solid, area of a surface of revolution, length of a curve, and work.
- 17.0** Students compute, by hand, the integrals of a wide variety of functions by using techniques of integration, such as substitution, integration by parts, and trigonometric substitution. They can also combine these techniques when appropriate.
- 18.0** Students know the definitions and properties of inverse trigonometric functions and the expression of these functions as indefinite integrals.
- 19.0** Students compute, by hand, the integrals of rational functions by combining the techniques in standard 17.0 with the algebraic techniques of partial fractions and completing the square.
- 20.0** Students compute the integrals of trigonometric functions by using the techniques noted above.
- 21.0** Students understand the algorithms involved in Simpson's rule and Newton's method. They use calculators or computers or both to approximate integrals numerically.
- 22.0** Students understand improper integrals as limits of definite integrals.
- 23.0** Students demonstrate an understanding of the definitions of convergence and divergence of sequences and series of real numbers. By using such tests as the comparison test, ratio test, and alternate series test, they can determine whether a series converges.

24.0 Students understand and can compute the radius (interval) of the convergence of power series.

25.0 Students differentiate and integrate the terms of a power series in order to form new series from known ones.

26.0 Students calculate Taylor polynomials and Taylor series of basic functions, including the remainder term.

27.0 Students know the techniques of solution of selected elementary differential equations and their applications to a wide variety of situations, including growth-and-decay problems.

Physics - Grades Nine Through Twelve

Science Content Standards.

Standards that all students are expected to achieve in the course of their studies are unmarked. Standards that all students should have the opportunity to learn are marked with an asterisk (*).

Motion and Forces

1. Newton's laws predict the motion of most objects. As a basis for understanding this concept:
 - a. Students know how to solve problems that involve constant speed and average speed.
 - b. Students know that when forces are balanced, no acceleration occurs; thus an object continues to move at a constant speed or stays at rest (Newton's first law).
 - c. Students know how to apply the law $F=ma$ to solve one-dimensional motion problems that involve constant forces (Newton's second law).
 - d. Students know that when one object exerts a force on a second object, the second object always exerts a force of equal magnitude and in the opposite direction (Newton's third law).
 - e. Students know the relationship between the universal law of gravitation and the effect of gravity on an object at the surface of Earth.
 - f. Students know applying a force to an object perpendicular to the direction of its motion causes the object to change direction but not speed (e.g., Earth's gravitational force causes a satellite in a circular orbit to change direction but not speed).
 - g. Students know circular motion requires the application of a constant force directed toward the center of the circle.
 - h. * Students know Newton's laws are not exact but provide very good approximations unless an object is moving close to the speed of light or is small enough that quantum effects are important.
 - i. * Students know how to solve two-dimensional trajectory problems.
 - j. * Students know how to resolve two-dimensional vectors into their components and calculate the magnitude and direction of a vector from its components.

- k. * Students know how to solve two-dimensional problems involving balanced forces (statics).
- l. * Students know how to solve problems in circular motion by using the formula for centripetal acceleration in the following form: $a=v^2/r$.
- m. * Students know how to solve problems involving the forces between two electric charges at a distance (Coulomb's law) or the forces between two masses at a distance (universal gravitation).

Conservation of Energy and Momentum

- 2. The laws of conservation of energy and momentum provide a way to predict and describe the movement of objects. As a basis for understanding this concept:
 - a. Students know how to calculate kinetic energy by using the formula $E=(1/2)mv^2$.
 - b. Students know how to calculate changes in gravitational potential energy near Earth by using the formula (change in potential energy) = mgh (h is the change in the elevation).
 - c. Students know how to solve problems involving conservation of energy in simple systems, such as falling objects.
 - d. Students know how to calculate momentum as the product mv .
 - e. Students know momentum is a separately conserved quantity different from energy.
 - f. Students know an unbalanced force on an object produces a change in its momentum.
 - g. Students know how to solve problems involving elastic and inelastic collisions in one dimension by using the principles of conservation of momentum and energy.
 - h. * Students know how to solve problems involving conservation of energy in simple systems with various sources of potential energy, such as capacitors and springs.

Heat and Thermodynamics

- 3. Energy cannot be created or destroyed, although in many processes energy is transferred to the environment as heat. As a basis for understanding this concept:
 - a. Students know heat flow and work are two forms of energy transfer between systems.
 - b. Students know that the work done by a heat engine that is working in a cycle is the difference between the heat flow into the engine at high temperature and the heat flow out at a lower temperature (first law of thermodynamics) and that this is an example of the law of conservation of energy.
 - c. Students know the internal energy of an object includes the energy of random motion of the object's atoms and molecules, often referred to as thermal energy. The greater the temperature of the object, the greater the energy of motion of the atoms and molecules that make up the object.
 - d. Students know that most processes tend to decrease the order of a system over time and that energy levels are eventually distributed uniformly.

- e. Students know that entropy is a quantity that measures the order or disorder of a system and that this quantity is larger for a more disordered system.
- f. * Students know the statement "Entropy tends to increase" is a law of statistical probability that governs all closed systems (second law of thermodynamics).
- g. * Students know how to solve problems involving heat flow, work, and efficiency in a heat engine and know that all real engines lose some heat to their surroundings.

Waves

- 4. Waves have characteristic properties that do not depend on the type of wave. As a basis for understanding this concept:
 - a. Students know waves carry energy from one place to another.
 - b. Students know how to identify transverse and longitudinal waves in mechanical media, such as springs and ropes, and on the earth (seismic waves).
 - c. Students know how to solve problems involving wavelength, frequency, and wave speed.
 - d. Students know sound is a longitudinal wave whose speed depends on the properties of the medium in which it propagates.
 - e. Students know radio waves, light, and X-rays are different wavelength bands in the spectrum of electromagnetic waves whose speed in a vacuum is approximately 3×10^8 m/s (186,000 miles/second).
 - f. Students know how to identify the characteristic properties of waves: interference (beats), diffraction, refraction, Doppler effect, and polarization.

Electric and Magnetic Phenomena

- 5. Electric and magnetic phenomena are related and have many practical applications. As a basis for understanding this concept:
 - a. Students know how to predict the voltage or current in simple direct current (DC) electric circuits constructed from batteries, wires, resistors, and capacitors.
 - b. Students know how to solve problems involving Ohm's law.
 - c. Students know any resistive element in a DC circuit dissipates energy, which heats the resistor. Students can calculate the power (rate of energy dissipation) in any resistive circuit element by using the formula $\text{Power} = IR$ (potential difference) $\times I$ (current) $= I^2R$.
 - d. Students know the properties of transistors and the role of transistors in electric circuits.
 - e. Students know charged particles are sources of electric fields and are subject to the forces of the electric fields from other charges.
 - f. Students know magnetic materials and electric currents (moving electric charges) are sources of magnetic fields and are subject to forces arising from the magnetic fields of other sources.

- g. Students know how to determine the direction of a magnetic field produced by a current flowing in a straight wire or in a coil.
- h. Students know changing magnetic fields produce electric fields, thereby inducing currents in nearby conductors.
- i. Students know plasmas, the fourth state of matter, contain ions or free electrons or both and conduct electricity.
- j. * Students know electric and magnetic fields contain energy and act as vector force fields.
- k. * Students know the force on a charged particle in an electric field is qE , where E is the electric field at the position of the particle and q is the charge of the particle.
- l. * Students know how to calculate the electric field resulting from a point charge.
- m. * Students know static electric fields have as their source some arrangement of electric charges.
- n. * Students know the magnitude of the force on a moving particle (with charge q) in a magnetic field is $qvB \sin(a)$, where a is the angle between v and B (v and B are the magnitudes of vectors v and B , respectively), and students use the right-hand rule to find the direction of this force.
- o. * Students know how to apply the concepts of electrical and gravitational potential energy to solve problems involving conservation of energy.

Chemistry - Grades Nine Through Twelve Science Content Standards.

Standards that all students are expected to achieve in the course of their studies are unmarked.
Standards that all students should have the opportunity to learn are marked with an asterisk (*).

Atomic and Molecular Structure

1. The periodic table displays the elements in increasing atomic number and shows how periodicity of the physical and chemical properties of the elements relates to atomic structure. As a basis for understanding this concept:
 - a. Students know how to relate the position of an element in the periodic table to its atomic number and atomic mass.
 - b. Students know how to use the periodic table to identify metals, semimetals, nonmetals, and halogens.
 - c. Students know how to use the periodic table to identify alkali metals, alkaline earth metals and transition metals, trends in ionization energy, electronegativity, and the relative sizes of ions and atoms.
 - d. Students know how to use the periodic table to determine the number of electrons available for bonding.

- e. Students know the nucleus of the atom is much smaller than the atom yet contains most of its mass.
- f. * Students know how to use the periodic table to identify the lanthanide, actinide, and transactinide elements and know that the transuranium elements were synthesized and identified in laboratory experiments through the use of nuclear accelerators.
- g. * Students know how to relate the position of an element in the periodic table to its quantum electron configuration and to its reactivity with other elements in the table.
- h. * Students know the experimental basis for Thomson's discovery of the electron, Rutherford's nuclear atom, Millikan's oil drop experiment, and Einstein's explanation of the photoelectric effect.
- i. * Students know the experimental basis for the development of the quantum theory of atomic structure and the historical importance of the Bohr model of the atom.
- j. * Students know that spectral lines are the result of transitions of electrons between energy levels and that these lines correspond to photons with a frequency related to the energy spacing between levels by using Planck's relationship ($E = hv$).

Chemical Bonds

- 2. Biological, chemical, and physical properties of matter result from the ability of atoms to form bonds from electrostatic forces between electrons and protons and between atoms and molecules. As a basis for understanding this concept:
 - a. Students know atoms combine to form molecules by sharing electrons to form covalent or metallic bonds or by exchanging electrons to form ionic bonds.
 - b. Students know chemical bonds between atoms in molecules such as H_2 , CH_4 , NH_3 , H_2CCH_2 , N_2 , Cl_2 , and many large biological molecules are covalent.
 - c. Students know salt crystals, such as $NaCl$, are repeating patterns of positive and negative ions held together by electrostatic attraction.
 - d. Students know the atoms and molecules in liquids move in a random pattern relative to one another because the intermolecular forces are too weak to hold the atoms or molecules in a solid form.
 - e. Students know how to draw Lewis dot structures.
 - f. * Students know how to predict the shape of simple molecules and their polarity from Lewis dot structures.
 - g. * Students know how electronegativity and ionization energy relate to bond formation.
 - h. * Students know how to identify solids and liquids held together by van der Waals forces or hydrogen bonding and relate these forces to volatility and boiling/melting point temperatures.

Conservation of Matter and Stoichiometry

3. The conservation of atoms in chemical reactions leads to the principle of conservation of matter and the ability to calculate the mass of products and reactants. As a basis for understanding this concept:
 - a. Students know how to describe chemical reactions by writing balanced equations.
 - b. Students know the quantity one mole is set by defining one mole of carbon 12 atoms to have a mass of exactly 12 grams.
 - c. Students know one mole equals 6.02×10^{23} particles (atoms or molecules).
 - d. Students know how to determine the molar mass of a molecule from its chemical formula and a table of atomic masses and how to convert the mass of a molecular substance to moles, number of particles, or volume of gas at standard temperature and pressure.
 - e. Students know how to calculate the masses of reactants and products in a chemical reaction from the mass of one of the reactants or products and the relevant atomic masses.
 - f. * Students know how to calculate percent yield in a chemical reaction.
 - g. * Students know how to identify reactions that involve oxidation and reduction and how to balance oxidation-reduction reactions.

Gases and Their Properties

4. The kinetic molecular theory describes the motion of atoms and molecules and explains the properties of gases. As a basis for understanding this concept:
 - a. Students know the random motion of molecules and their collisions with a surface create the observable pressure on that surface.
 - b. Students know the random motion of molecules explains the diffusion of gases.
 - c. Students know how to apply the gas laws to relations between the pressure, temperature, and volume of any amount of an ideal gas or any mixture of ideal gases.
 - d. Students know the values and meanings of standard temperature and pressure (STP).
 - e. Students know how to convert between the Celsius and Kelvin temperature scales.
 - f. Students know there is no temperature lower than 0 Kelvin.
 - g. * Students know the kinetic theory of gases relates the absolute temperature of a gas to the average kinetic energy of its molecules or atoms.
 - h. * Students know how to solve problems by using the ideal gas law in the form $PV = nRT$.
 - i. * Students know how to apply Dalton's law of partial pressures to describe the composition of gases and Graham's law to predict diffusion of gases.

Acids and Bases

5. Acids, bases, and salts are three classes of compounds that form ions in water solutions. As a basis for understanding this concept:
 - a. Students know the observable properties of acids, bases, and salt solutions.
 - b. Students know acids are hydrogen-ion-donating and bases are hydrogen-ion-accepting substances.
 - c. Students know strong acids and bases fully dissociate and weak acids and bases partially dissociate.
 - d. Students know how to use the pH scale to characterize acid and base solutions.
 - e. * Students know the Arrhenius, Brønsted-Lowry, and Lewis acid-base definitions.
 - f. * Students know how to calculate pH from the hydrogen-ion concentration.
 - g. * Students know buffers stabilize pH in acid-base reactions.

Solutions

6. Solutions are homogeneous mixtures of two or more substances. As a basis for understanding this concept:
 - a. Students know the definitions of solute and solvent.
 - b. Students know how to describe the dissolving process at the molecular level by using the concept of random molecular motion.
 - c. Students know temperature, pressure, and surface area affect the dissolving process.
 - d. Students know how to calculate the concentration of a solute in terms of grams per liter, molarity, parts per million, and percent composition.
 - e. * Students know the relationship between the molality of a solute in a solution and the solution's depressed freezing point or elevated boiling point.
 - f. * Students know how molecules in a solution are separated or purified by the methods of chromatography and distillation.

Chemical Thermodynamics

7. Energy is exchanged or transformed in all chemical reactions and physical changes of matter. As a basis for understanding this concept:
 - a. Students know how to describe temperature and heat flow in terms of the motion of molecules (or atoms).
 - b. Students know chemical processes can either release (exothermic) or absorb (endothermic) thermal energy.
 - c. Students know energy is released when a material condenses or freezes and is absorbed when a material evaporates or melts.
 - d. Students know how to solve problems involving heat flow and temperature changes, using known values of specific heat and latent heat of phase change.

- e. * Students know how to apply Hess's law to calculate enthalpy change in a reaction.
- f. * Students know how to use the Gibbs free energy equation to determine whether a reaction would be spontaneous.

Reaction Rates

- 8. Chemical reaction rates depend on factors that influence the frequency of collision of reactant molecules. As a basis for understanding this concept:
 - a. Students know the rate of reaction is the decrease in concentration of reactants or the increase in concentration of products with time.
 - b. Students know how reaction rates depend on such factors as concentration, temperature, and pressure.
 - c. Students know the role a catalyst plays in increasing the reaction rate.
 - d. * Students know the definition and role of activation energy in a chemical reaction.

Chemical Equilibrium

- 9. Chemical equilibrium is a dynamic process at the molecular level. As a basis for understanding this concept:
 - a. Students know how to use Le Chatelier's principle to predict the effect of changes in concentration, temperature, and pressure.
 - b. Students know equilibrium is established when forward and reverse reaction rates are equal.
 - c. * Students know how to write and calculate an equilibrium constant expression for a reaction.

Organic Chemistry and Biochemistry

- 10. The bonding characteristics of carbon allow the formation of many different organic molecules of varied sizes, shapes, and chemical properties and provide the biochemical basis of life. As a basis for understanding this concept:
 - a. Students know large molecules (polymers), such as proteins, nucleic acids, and starch, are formed by repetitive combinations of simple subunits.
 - b. Students know the bonding characteristics of carbon that result in the formation of a large variety of structures ranging from simple hydrocarbons to complex polymers and biological molecules.
 - c. Students know amino acids are the building blocks of proteins.
 - d. * Students know the system for naming the ten simplest linear hydrocarbons and isomers that contain single bonds, simple hydrocarbons with double and triple bonds, and simple molecules that contain a benzene ring.
 - e. * Students know how to identify the functional groups that form the basis of alcohols, ketones, ethers, amines, esters, aldehydes, and organic acids.

- f. * Students know the R-group structure of amino acids and know how they combine to form the polypeptide backbone structure of proteins.

Nuclear Processes

11. Nuclear processes are those in which an atomic nucleus changes, including radioactive decay of naturally occurring and human-made isotopes, nuclear fission, and nuclear fusion. As a basis for understanding this concept:
 - a. Students know protons and neutrons in the nucleus are held together by nuclear forces that overcome the electromagnetic repulsion between the protons.
 - b. Students know the energy release per gram of material is much larger in nuclear fusion or fission reactions than in chemical reactions. The change in mass (calculated by $E = mc^2$) is small but significant in nuclear reactions.
 - c. Students know some naturally occurring isotopes of elements are radioactive, as are isotopes formed in nuclear reactions.
 - d. Students know the three most common forms of radioactive decay (alpha, beta, and gamma) and know how the nucleus changes in each type of decay.
 - e. Students know alpha, beta, and gamma radiation produce different amounts and kinds of damage in matter and have different penetrations.
 - f. * Students know how to calculate the amount of a radioactive substance remaining after an integral number of half-lives have passed.
 - g. * Students know protons and neutrons have substructures and consist of particles called quarks.

Biology/Life Sciences - Grades Nine Through Twelve Science Content Standards.

Standards that all students are expected to achieve in the course of their studies are unmarked. Standards that all students should have the opportunity to learn are marked with an asterisk (*).

Cell Biology

1. The fundamental life processes of plants and animals depend on a variety of chemical reactions that occur in specialized areas of the organism's cells. As a basis for understanding this concept:
 - a. Students know cells are enclosed within semi permeable membranes that regulate their interaction with their surroundings.
 - b. Students know enzymes are proteins that catalyze biochemical reactions without altering the reaction equilibrium and the activities of enzymes depend on the temperature, ionic conditions, and the pH of the surroundings.
 - c. Students know how prokaryotic cells, eukaryotic cells (including those from plants and animals), and viruses differ in complexity and general structure.

- d. Students know the central dogma of molecular biology outlines the flow of information from transcription of ribonucleic acid (RNA) in the nucleus to translation of proteins on ribosomes in the cytoplasm.
- e. Students know the role of the endoplasmic reticulum and Golgi apparatus in the secretion of proteins.
- f. Students know usable energy is captured from sunlight by chloroplasts and is stored through the synthesis of sugar from carbon dioxide.
- g. Students know the role of the mitochondria in making stored chemical-bond energy available to cells by completing the breakdown of glucose to carbon dioxide.
- h. Students know most macromolecules (polysaccharides, nucleic acids, proteins, lipids) in cells and organisms are synthesized from a small collection of simple precursors.
- i. * Students know how chemiosmotic gradients in the mitochondria and chloroplast store energy for ATP production.
- j. * Students know how eukaryotic cells are given shape and internal organization by a cytoskeleton or cell wall or both.

Genetics

- 2. Mutation and sexual reproduction lead to genetic variation in a population. As a basis for understanding this concept:
 - a. Students know meiosis is an early step in sexual reproduction in which the pairs of chromosomes separate and segregate randomly during cell division to produce gametes containing one chromosome of each type.
 - b. Students know only certain cells in a multi cellular organism undergo meiosis.
 - c. Students know how random chromosome segregation explains the probability that a particular allele will be in a gamete.
 - d. Students know new combinations of alleles may be generated in a zygote through the fusion of male and female gametes (fertilization).
 - e. Students know why approximately half of an individual's DNA sequence comes from each parent.
 - f. Students know the role of chromosomes in determining an individual's sex.
 - g. Students know how to predict possible combinations of alleles in a zygote from the genetic makeup of the parents.

- 3. A multi cellular organism develops from a single zygote, and its phenotype depends on its genotype, which is established at fertilization. As a basis for understanding this concept:
 - a. Students know how to predict the probable outcome of phenotypes in a genetic cross from the genotypes of the parents and mode of inheritance (autosomal or X-linked, dominant or recessive).

- b. Students know the genetic basis for Mendel's laws of segregation and independent assortment.
 - c. * Students know how to predict the probable mode of inheritance from a pedigree diagram showing phenotypes.
 - d. * Students know how to use data on frequency of recombination at meiosis to estimate genetic distances between loci and to interpret genetic maps of chromosomes.
4. Genes are a set of instructions encoded in the DNA sequence of each organism that specify the sequence of amino acids in proteins characteristic of that organism. As a basis for understanding this concept:
- a. Students know the general pathway by which ribosomes synthesize proteins, using tRNAs to translate genetic information in mRNA.
 - b. Students know how to apply the genetic coding rules to predict the sequence of amino acids from a sequence of codons in RNA.
 - c. Students know how mutations in the DNA sequence of a gene may or may not affect the expression of the gene or the sequence of amino acids in an encoded protein.
 - d. Students know specialization of cells in multi cellular organisms is usually due to different patterns of gene expression rather than to differences of the genes themselves.
 - e. Students know proteins can differ from one another in the number and sequence of amino acids.
 - f. * Students know why proteins having different amino acid sequences typically have different shapes and chemical properties.
5. The genetic composition of cells can be altered by incorporation of exogenous DNA into the cells. As a basis for understanding this concept:
- a. Students know the general structures and functions of DNA, RNA, and protein.
 - b. Students know how to apply base-pairing rules to explain precise copying of DNA during semi conservative replication and transcription of information from DNA into mRNA.
 - c. Students know how genetic engineering (biotechnology) is used to produce novel biomedical and agricultural products.
 - d. * Students know how basic DNA technology (restriction digestion by endonucleases, gel electrophoresis, ligation, and transformation) is used to construct recombinant DNA molecules.
 - e. * Students know how exogenous DNA can be inserted into bacterial cells to alter their genetic makeup and support expression of new protein products.

Ecology

6. Stability in an ecosystem is a balance between competing effects. As a basis for understanding this concept:
 - a. Students know bio diversity is the sum total of different kinds of organisms and is affected by alterations of habitats.
 - b. Students know how to analyze changes in an ecosystem resulting from changes in climate, human activity, introduction of nonnative species, or changes in population size.
 - c. Students know how fluctuations in population size in an ecosystem are determined by the relative rates of birth, immigration, emigration, and death.
 - d. Students know how water, carbon, and nitrogen cycle between abiotic resources and organic matter in the ecosystem and how oxygen cycles through photosynthesis and respiration.
 - e. Students know a vital part of an ecosystem is the stability of its producers and decomposers.
 - f. Students know at each link in a food web some energy is stored in newly made structures but much energy is dissipated into the environment as heat. This dissipation may be represented in an energy pyramid.
 - g. * Students know how to distinguish between the accommodation of an individual organism to its environment and the gradual adaptation of a lineage of organisms through genetic change.

Evolution

7. The frequency of an allele in a gene pool of a population depends on many factors and may be stable or unstable over time. As a basis for understanding this concept:
 - a. Students know why natural selection acts on the phenotype rather than the genotype of an organism.
 - b. Students know why alleles that are lethal in a homozygous individual may be carried in a heterozygote and thus maintained in a gene pool.
 - c. Students know new mutations are constantly being generated in a gene pool.
 - d. Students know variation within a species increases the likelihood that at least some members of a species will survive under changed environmental conditions.
 - e. * Students know the conditions for Hardy-Weinberg equilibrium in a population and why these conditions are not likely to appear in nature.
 - f. * Students know how to solve the Hardy-Weinberg equation to predict the frequency of genotypes in a population, given the frequency of phenotypes.

8. Evolution is the result of genetic changes that occur in constantly changing environments. As a basis for understanding this concept:
 - a. Students know how natural selection determines the differential survival of groups of organisms.

- b. Students know a great diversity of species increases the chance that at least some organisms survive major changes in the environment.
- c. Students know the effects of genetic drift on the diversity of organisms in a population.
- d. Students know reproductive or geographic isolation affects speciation.
- e. Students know how to analyze fossil evidence with regard to biological diversity, episodic speciation, and mass extinction.
- f. * Students know how to use comparative embryology, DNA or protein sequence comparisons, and other independent sources of data to create a branching diagram (cladogram) that shows probable evolutionary relationships.
- g. * Students know how several independent molecular clocks, calibrated against each other and combined with evidence from the fossil record, can help to estimate how long ago various groups of organisms diverged evolutionarily from one another.

Physiology

- 9. As a result of the coordinated structures and functions of organ systems, the internal environment of the human body remains relatively stable (homeostatic) despite changes in the outside environment. As a basis for understanding this concept:
 - a. Students know how the complementary activity of major body systems provides cells with oxygen and nutrients and removes toxic waste products such as carbon dioxide.
 - b. Students know how the nervous system mediates communication between different parts of the body and the body's interactions with the environment.
 - c. Students know how feedback loops in the nervous and endocrine systems regulate conditions in the body.
 - d. Students know the functions of the nervous system and the role of neurons in transmitting electrochemical impulses.
 - e. Students know the roles of sensory neurons, interneurons, and motor neurons in sensation, thought, and response.
 - f. * Students know the individual functions and sites of secretion of digestive enzymes (amylases, proteases, nucleases, lipases), stomach acid, and bile salts.
 - g. * Students know the homeostatic role of the kidneys in the removal of nitrogenous wastes and the role of the liver in blood detoxification and glucose balance.
 - h. * Students know the cellular and molecular basis of muscle contraction, including the roles of actin, myosin, Ca^{+2} , and ATP.
 - i. * Students know how hormones (including digestive, reproductive, osmoregulatory) provide internal feedback mechanisms for homeostasis at the cellular level and in whole organisms.

10. Organisms have a variety of mechanisms to combat disease. As a basis for understanding the human immune response:
- Students know the role of the skin in providing nonspecific defenses against infection.
 - Students know the role of antibodies in the body's response to infection.
 - Students know how vaccination protects an individual from infectious diseases.
 - Students know there are important differences between bacteria and viruses with respect to their requirements for growth and replication, the body's primary defenses against bacterial and viral infections, and effective treatments of these infections.
 - Students know why an individual with a compromised immune system (for example, a person with AIDS) may be unable to fight off and survive infections by microorganisms that are usually benign.
 - * Students know the roles of phagocytes, B-lymphocytes, and T-lymphocytes in the immune system.

Earth Sciences - Grades Nine Through Twelve

Science Content Standards.

Standards that all students are expected to achieve in the course of their studies are unmarked. Standards that all students should have the opportunity to learn are marked with an asterisk (*).

Earth's Place in the Universe

1. **Dynamic Earth** Astronomy and planetary exploration reveal the solar system's structure, scale, and change over time. As a basis for understanding this concept:
- Students know how the differences and similarities among the sun, the terrestrial planets, and the gas planets may have been established during the formation of the solar system.
 - Students know the evidence from Earth and moon rocks indicates that the solar system was formed from a nebular cloud of dust and gas approximately 4.6 billion years ago.
 - Students know the evidence from geological studies of Earth and other planets suggest that the early Earth was very different from Earth today.
 - Students know the evidence indicating that the planets are much closer to Earth than the stars are.
 - Students know the Sun is a typical star and is powered by nuclear reactions, primarily the fusion of hydrogen to form helium.
 - Students know the evidence for the dramatic effects that asteroid impacts have had in shaping the surface of planets and their moons and in mass extinctions of life on Earth.
 - * Students know the evidence for the existence of planets orbiting other stars.

2. Earth-based and space-based astronomy reveal the structure, scale, and changes in stars, galaxies, and the universe over time. As a basis for understanding this concept:
 - a. Students know the solar system is located in an outer edge of the disc-shaped Milky Way galaxy, which spans 100,000 light years.
 - b. Students know galaxies are made of billions of stars and comprise most of the visible mass of the universe.
 - c. Students know the evidence indicating that all elements with an atomic number greater than that of lithium have been formed by nuclear fusion in stars.
 - d. Students know that stars differ in their life cycles and that visual, radio, and X-ray telescopes may be used to collect data that reveal those differences.
 - e. * Students know accelerators boost subatomic particles to energy levels that simulate conditions in the stars and in the early history of the universe before stars formed.
 - f. * Students know the evidence indicating that the color, brightness, and evolution of a star are determined by a balance between gravitational collapse and nuclear fusion.
 - g. * Students know how the red-shift from distant galaxies and the cosmic background radiation provide evidence for the "big bang" model that suggests that the universe has been expanding for 10 to 20 billion years.

Processes

3. Plate tectonics operating over geologic time has changed the patterns of land, sea, and mountains on Earth's surface. As the basis for understanding this concept:
 - a. Students know features of the ocean floor (magnetic patterns, age, and sea-floor topography) provide evidence of plate tectonics.
 - b. Students know the principal structures that form at the three different kinds of plate boundaries.
 - c. Students know how to explain the properties of rocks based on the physical and chemical conditions in which they formed, including plate tectonic processes.
 - d. Students know why and how earthquakes occur and the scales used to measure their intensity and magnitude.
 - e. Students know there are two kinds of volcanoes: one kind with violent eruptions producing steep slopes and the other kind with voluminous lava flows producing gentle slopes.
 - f. * Students know the explanation for the location and properties of volcanoes that are due to hot spots and the explanation for those that are due to subduction.

Energy in the Earth System

4. Energy enters the Earth system primarily as solar radiation and eventually escapes as heat. As a basis for understanding this concept:
 - a. Students know the relative amount of incoming solar energy compared with Earth's internal energy and the energy used by society.

- b. Students know the fate of incoming solar radiation in terms of reflection, absorption, and photosynthesis.
 - c. Students know the different atmospheric gases that absorb the Earth's thermal radiation and the mechanism and significance of the greenhouse effect.
 - d. * Students know the differing greenhouse conditions on Earth, Mars, and Venus; the origins of those conditions; and the climatic consequences of each.
5. Heating of Earth's surface and atmosphere by the sun drives convection within the atmosphere and oceans, producing winds and ocean currents. As a basis for understanding this concept:
- a. Students know how differential heating of Earth results in circulation patterns in the atmosphere and oceans that globally distribute the heat.
 - b. Students know the relationship between the rotation of Earth and the circular motions of ocean currents and air in pressure centers.
 - c. Students know the origin and effects of temperature inversions.
 - d. Students know properties of ocean water, such as temperature and salinity, can be used to explain the layered structure of the oceans, the generation of horizontal and vertical ocean currents, and the geographic distribution of marine organisms.
 - e. Students know rain forests and deserts on Earth are distributed in bands at specific latitudes.
 - f. * Students know the interaction of wind patterns, ocean currents, and mountain ranges results in the global pattern of latitudinal bands of rain forests and deserts.
 - g. * Students know features of the ENSO (El Niño southern oscillation) cycle in terms of sea-surface and air temperature variations across the Pacific and some climatic results of this cycle.
6. Climate is the long-term average of a region's weather and depends on many factors. As a basis for understanding this concept:
- a. Students know weather (in the short run) and climate (in the long run) involve the transfer of energy into and out of the atmosphere.
 - b. Students know the effects on climate of latitude, elevation, topography, and proximity to large bodies of water and cold or warm ocean currents.
 - c. Students know how Earth's climate has changed over time, corresponding to changes in Earth's geography, atmospheric composition, and other factors, such as solar radiation and plate movement.
 - d. * Students know how computer models are used to predict the effects of the increase in greenhouse gases on climate for the planet as a whole and for specific regions.

Biogeochemical Cycles

7. Each element on Earth moves among reservoirs, which exist in the solid earth, in oceans, in the atmosphere, and within and among organisms as part of biogeochemical cycles. As a basis for understanding this concept

- a. Students know the carbon cycle of photosynthesis and respiration and the nitrogen cycle.
- b. Students know the global carbon cycle: the different physical and chemical forms of carbon in the atmosphere, oceans, biomass, fossil fuels, and the movement of carbon among these reservoirs.
- c. Students know the movement of matter among reservoirs is driven by Earth's internal and external sources of energy.
- d. * Students know the relative residence times and flow characteristics of carbon in and out of its different reservoirs.

Structure and Composition of the Atmosphere

8. Life has changed Earth's atmosphere, and changes in the atmosphere affect conditions for life. As a basis for understanding this concept:
 - a. Students know the thermal structure and chemical composition of the atmosphere.
 - b. Students know how the composition of Earth's atmosphere has evolved over geologic time and know the effect of outgassing, the variations of carbon dioxide concentration, and the origin of atmospheric oxygen.
 - c. Students know the location of the ozone layer in the upper atmosphere, its role in absorbing ultraviolet radiation, and the way in which this layer varies both naturally and in response to human activities.

California Geology

9. The geology of California underlies the state's wealth of natural resources as well as its natural hazards. As a basis for understanding this concept:
 - a. Students know the resources of major economic importance in California and their relation to California's geology.
 - b. Students know the principal natural hazards in different California regions and the geologic basis of those hazards.
 - c. Students know the importance of water to society, the origins of California's fresh water, and the relationship between supply and need.
 - d. * Students know how to analyze published geologic hazard maps of California and know how to use the map's information to identify evidence of geologic events of the past and predict geologic changes in the future.

Investigation & Experimentation - Grades 9 To 12

Science Content Standards.

1. Scientific progress is made by asking meaningful questions and conducting careful investigations. As a basis for understanding this concept and addressing the content in the other four strands, students should develop their own questions and perform investigations. Students will:

- a. Select and use appropriate tools and technology (such as computer-linked probes, spreadsheets, and graphing calculators) to perform tests, collect data, analyze relationships, and display data.
- b. Identify and communicate sources of unavoidable experimental error.
- c. Identify possible reasons for inconsistent results, such as sources of error or uncontrolled conditions.
- d. Formulate explanations by using logic and evidence.
- e. Solve scientific problems by using quadratic equations and simple trigonometric, exponential, and logarithmic functions.
- f. Distinguish between hypothesis and theory as scientific terms.
- g. Recognize the usefulness and limitations of models and theories as scientific representations of reality.
- h. Read and interpret topographic and geologic maps.
- i. Analyze the locations, sequences, or time intervals that are characteristic of natural phenomena (e.g., relative ages of rocks, locations of planets over time, and succession of species in an ecosystem).
- j. Recognize the issues of statistical variability and the need for controlled tests.
- k. Recognize the cumulative nature of scientific evidence.
- l. Analyze situations and solve problems that require combining and applying concepts from more than one area of science.
- m. Investigate a science-based societal issue by researching the literature, analyzing data, and communicating the findings. Examples of issues include irradiation of food, cloning of animals by somatic cell nuclear transfer, choice of energy sources, and land and water use decisions in California.
- n. Know that when an observation does not agree with an accepted scientific theory, the observation is sometimes mistaken or fraudulent (e.g., the Piltdown Man fossil or unidentified flying objects) and that the theory is sometimes wrong (e.g., the Ptolemaic model of the movement of the Sun, Moon, and planets).

Grades 9 Through 12: Introduction

History-Social Science Content Standards.

Historical and Social Sciences Analysis Skills

The intellectual skills noted below are to be learned through, and applied to, the content standards for grades nine through twelve. They are to be assessed only in conjunction with the content standards in grades nine through twelve.

In addition to the standards for grades nine through twelve, students demonstrate the following intellectual, reasoning, reflection, and research skills.

Chronological and Spatial Thinking

1. Students compare the present with the past, evaluating the consequences of past events and decisions and determining the lessons that were learned.
2. Students analyze how change happens at different rates at different times; understand that some aspects can change while others remain the same; and understand that change is complicated and affects not only technology and politics but also values and beliefs.
3. Students use a variety of maps and documents to interpret human movement, including major patterns of domestic and international migration, changing environmental preferences and settlement patterns, the frictions that develop between population groups, and the diffusion of ideas, technological innovations, and goods.
4. Students relate current events to the physical and human characteristics of places and regions.

Historical Research, Evidence, and Point of View

1. Students distinguish valid arguments from fallacious arguments in historical interpretations.
2. Students identify bias and prejudice in historical interpretations.
3. Students evaluate major debates among historians concerning alternative interpretations of the past, including an analysis of authors' use of evidence and the distinctions between sound generalizations and misleading oversimplifications.
4. Students construct and test hypotheses; collect, evaluate, and employ information from multiple primary and secondary sources; and apply it in oral and written presentations.

Historical Interpretation

1. Students show the connections, causal and otherwise, between particular historical events and larger social, economic, and political trends and developments.
2. Students recognize the complexity of historical causes and effects, including the limitations on determining cause and effect.

3. Students interpret past events and issues within the context in which an event unfolded rather than solely in terms of present-day norms and values.
4. Students understand the meaning, implication, and impact of historical events and recognize that events could have taken other directions.
5. Students analyze human modifications of landscapes and examine the resulting environmental policy issues.
6. Students conduct cost-benefit analyses and apply basic economic indicators to analyze the aggregate economic behavior of the U.S. economy.

Grade Ten

History-Social Science Content Standards.

World History, Culture, and Geography: The Modern World

Students in grade ten study major turning points that shaped the modern world, from the late eighteenth century through the present, including the cause and course of the two world wars. They trace the rise of democratic ideas and develop an understanding of the historical roots of current world issues, especially as they pertain to international relations. They extrapolate from the American experience that democratic ideals are often achieved at a high price, remain vulnerable, and are not practiced everywhere in the world. Students develop an understanding of current world issues and relate them to their historical, geographic, political, economic, and cultural contexts. Students consider multiple accounts of events in order to understand international relations from a variety of perspectives.

10.1 Students relate the moral and ethical principles in ancient Greek and Roman philosophy, in Judaism, and in Christianity to the development of Western political thought.

1. Analyze the similarities and differences in Judeo-Christian and Greco-Roman views of law, reason and faith, and duties of the individual.
2. Trace the development of the Western political ideas of the rule of law and illegitimacy of tyranny, using selections from Plato's *Republic* and Aristotle's *Politics*.
3. Consider the influence of the U.S. Constitution on political systems in the contemporary world.

10.2 Students compare and contrast the Glorious Revolution of England, the American Revolution, and the French Revolution and their enduring effects worldwide on the political expectations for self-government and individual liberty.

1. Compare the major ideas of philosophers and their effects on the democratic revolutions in England, the United States, France, and Latin America (e.g., John Locke, Charles-Louis Montesquieu, Jean-Jacques Rousseau, Simón Bolívar, Thomas Jefferson, James Madison).
2. List the principles of the Magna Carta, the English Bill of Rights (1689), the American Declaration of Independence (1776), the French Declaration of the Rights of Man and the Citizen (1789), and the U.S. Bill of Rights (1791).
3. Understand the unique character of the American Revolution, its spread to other parts of the world, and its continuing significance to other nations.
4. Explain how the ideology of the French Revolution led France to develop from constitutional monarchy to democratic despotism to the Napoleonic empire.
5. Discuss how nationalism spread across Europe with Napoleon but was repressed for a generation under the Congress of Vienna and Concert of Europe until the Revolutions of 1848.

10.3 Students analyze the effects of the Industrial Revolution in England, France, Germany, Japan, and the United States.

1. Analyze why England was the first country to industrialize.
2. Examine how scientific and technological changes and new forms of energy brought about massive social, economic, and cultural change (e.g., the inventions and discoveries of James Watt, Eli Whitney, Henry Bessemer, Louis Pasteur, Thomas Edison).
3. Describe the growth of population, rural to urban migration, and growth of cities associated with the Industrial Revolution.
4. Trace the evolution of work and labor, including the demise of the slave trade and the effects of immigration, mining and manufacturing, division of labor, and the union movement.
5. Understand the connections among natural resources, entrepreneurship, labor, and capital in an industrial economy.
6. Analyze the emergence of capitalism as a dominant economic pattern and the responses to it, including Utopianism, Social Democracy, Socialism, and Communism.
7. Describe the emergence of Romanticism in art and literature (e.g., the poetry of William Blake and William Wordsworth), social criticism (e.g., the novels of Charles Dickens), and the move away from Classicism in Europe.

10.4 Students analyze patterns of global change in the era of New Imperialism in at least two of the following regions or countries: Africa, Southeast Asia, China, India, Latin America, and the Philippines.

1. Describe the rise of industrial economies and their link to imperialism and colonial-ism (e.g., the role played by national security and strategic advantage; moral issues raised by the search for national hegemony, Social Darwinism, and the missionary impulse; material issues such as land, resources, and technology).
2. Discuss the locations of the colonial rule of such nations as England, France, Germany, Italy, Japan, the Netherlands, Russia, Spain, Portugal, and the United States.
3. Explain imperialism from the perspective of the colonizers and the colonized and the varied immediate and long-term responses by the people under colonial rule.
4. Describe the independence struggles of the colonized regions of the world, including the roles of leaders, such as Sun Yat-sen in China, and the roles of ideology and religion.

10.5 Students analyze the causes and course of the First World War.

1. Analyze the arguments for entering into war presented by leaders from all sides of the Great War and the role of political and economic rivalries, ethnic and ideological conflicts, domestic discontent and disorder, and propaganda and nationalism in mobilizing the civilian population in support of "total war."
2. Examine the principal theaters of battle, major turning points, and the importance of geographic factors in military decisions and outcomes (e.g., topography, waterways, distance, climate).
3. Explain how the Russian Revolution and the entry of the United States affected the course and outcome of the war.
4. Understand the nature of the war and its human costs (military and civilian) on all sides of the conflict, including how colonial peoples contributed to the war effort.
5. Discuss human rights violations and genocide, including the Ottoman government's actions against Armenian citizens.

10.6 Students analyze the effects of the First World War.

1. Analyze the aims and negotiating roles of world leaders, the terms and influence of the Treaty of Versailles and Woodrow Wilson's Fourteen Points, and the causes and effects of the United States's rejection of the League of Nations on world politics.
2. Describe the effects of the war and resulting peace treaties on population movement, the international economy, and shifts in the geographic and political borders of Europe and the Middle East.
3. Understand the widespread disillusionment with prewar institutions, authorities, and values that resulted in a void that was later filled by totalitarians.
4. Discuss the influence of World War I on literature, art, and intellectual life in the West (e.g., Pablo Picasso, the "lost generation" of Gertrude Stein, Ernest Hemingway).

10.7 Students analyze the rise of totalitarian governments after World War I.

1. Understand the causes and consequences of the Russian Revolution, including Lenin's use of totalitarian means to seize and maintain control (e.g., the Gulag).
2. Trace Stalin's rise to power in the Soviet Union and the connection between economic policies, political policies, the absence of a free press, and systematic violations of human rights (e.g., the Terror Famine in Ukraine).
3. Analyze the rise, aggression, and human costs of totalitarian regimes (Fascist and Communist) in Germany, Italy, and the Soviet Union, noting especially their common and dissimilar traits.

10.8 Students analyze the causes and consequences of World War II.

1. Compare the German, Italian, and Japanese drives for empire in the 1930s, including the 1937 Rape of Nanking, other atrocities in China, and the Stalin-Hitler Pact of 1939.
2. Understand the role of appeasement, nonintervention (isolationism), and the domestic distractions in Europe and the United States prior to the outbreak of World War II.
3. Identify and locate the Allied and Axis powers on a map and discuss the major turning points of the war, the principal theaters of conflict, key strategic decisions, and the resulting war conferences and political resolutions, with emphasis on the importance of geographic factors.
4. Describe the political, diplomatic, and military leaders during the war (e.g., Winston Churchill, Franklin Delano Roosevelt, Emperor Hirohito, Adolf Hitler, Benito Mussolini, Joseph Stalin, Douglas MacArthur, Dwight Eisenhower).
5. Analyze the Nazi policy of pursuing racial purity, especially against the European Jews; its transformation into the Final Solution; and the Holocaust that resulted in the murder of six million Jewish civilians.
6. Discuss the human costs of the war, with particular attention to the civilian and military losses in Russia, Germany, Britain, the United States, China, and Japan.

10.9 Students analyze the international developments in the post-World World War II world.

1. Compare the economic and military power shifts caused by the war, including the Yalta Pact, the development of nuclear weapons, Soviet control over Eastern European nations, and the economic recoveries of Germany and Japan.
2. Analyze the causes of the Cold War, with the free world on one side and Soviet client states on the other, including competition for influence in such places as Egypt, the Congo, Vietnam, and Chile.
3. Understand the importance of the Truman Doctrine and the Marshall Plan, which established the pattern for America's postwar policy of supplying economic and military aid to prevent the spread of Communism and the resulting economic and political competition in arenas such as Southeast Asia (i.e., the Korean War, Vietnam War), Cuba, and Africa.
4. Analyze the Chinese Civil War, the rise of Mao Tse-tung, and the subsequent political and economic upheavals in China (e.g., the Great Leap Forward, the Cultural Revolution, and the Tiananmen Square uprising).

5. Describe the uprisings in Poland (1952), Hungary (1956), and Czechoslovakia (1968) and those countries' resurgence in the 1970s and 1980s as people in Soviet satellites sought freedom from Soviet control.
6. Understand how the forces of nationalism developed in the Middle East, how the Holocaust affected world opinion regarding the need for a Jewish state, and the significance and effects of the location and establishment of Israel on world affairs.
7. Analyze the reasons for the collapse of the Soviet Union, including the weakness of the command economy, burdens of military commitments, and growing resistance to Soviet rule by dissidents in satellite states and the non-Russian Soviet republics.
8. Discuss the establishment and work of the United Nations and the purposes and functions of the Warsaw Pact, SEATO, NATO, and the Organization of American States.

10.10 Students analyze instances of nation-building in the contemporary world in at least two of the following regions or countries: the Middle East, Africa, Mexico and other parts of Latin America, and China.

1. Understand the challenges in the regions, including their geopolitical, cultural, military, and economic significance and the international relationships in which they are involved.
2. Describe the recent history of the regions, including political divisions and systems, key leaders, religious issues, natural features, resources, and population patterns.
3. Discuss the important trends in the regions today and whether they appear to serve the cause of individual freedom and democracy.

10.11 Students analyze the integration of countries into the world economy and the information, technological, and communications revolutions (e.g., television, satellites, computers).

Grade Eleven

History-Social Science Content Standards.

United States History and Geography: Continuity and Change in the Twentieth Century

Students in grade eleven study the major turning points in American history in the twentieth century. Following a review of the nation's beginnings and the impact of the Enlightenment on U.S. democratic ideals, students build upon the tenth grade study of global industrialization to understand the emergence and impact of new technology and a corporate economy, including the social and cultural effects. They trace the change in the ethnic composition of American society; the movement toward equal rights for racial minorities and women; and the role of the United States as a major world power. An emphasis is placed on the expanding role of the federal government and federal

courts as well as the continuing tension between the individual and the state. Students consider the major social problems of our time and trace their causes in historical events. They learn that the United States has served as a model for other nations and that the rights and freedoms we enjoy are not accidents, but the results of a defined set of political principles that are not always basic to citizens of other countries. Students understand that our rights under the U.S. Constitution are a precious inheritance that depends on an educated citizenry for their preservation and protection.

11.1 Students analyze the significant events in the founding of the nation and its attempts to realize the philosophy of government described in the Declaration of Independence.

1. Describe the Enlightenment and the rise of democratic ideas as the context in which the nation was founded.
2. Analyze the ideological origins of the American Revolution, the Founding Fathers' philosophy of divinely bestowed unalienable natural rights, the debates on the drafting and ratification of the Constitution, and the addition of the Bill of Rights.
3. Understand the history of the Constitution after 1787 with emphasis on federal versus state authority and growing democratization.
4. Examine the effects of the Civil War and Reconstruction and of the industrial revolution, including demographic shifts and the emergence in the late nineteenth century of the United States as a world power.

11.2 Students analyze the relationship among the rise of industrialization, large-scale rural-to-urban migration, and massive immigration from Southern and Eastern Europe.

1. Know the effects of industrialization on living and working conditions, including the portrayal of working conditions and food safety in Upton Sinclair's *The Jungle*.
2. Describe the changing landscape, including the growth of cities linked by industry and trade, and the development of cities divided according to race, ethnicity, and class.
3. Trace the effect of the Americanization movement.
4. Analyze the effect of urban political machines and responses to them by immigrants and middle-class reformers.
5. Discuss corporate mergers that produced trusts and cartels and the economic and political policies of industrial leaders.
6. Trace the economic development of the United States and its emergence as a major industrial power, including its gains from trade and the advantages of its physical geography.
7. Analyze the similarities and differences between the ideologies of Social Darwinism and Social Gospel (e.g., using biographies of William Graham Sumner, Billy Sunday, Dwight L. Moody).
8. Examine the effect of political programs and activities of Populists.
9. Understand the effect of political programs and activities of the Progressives (e.g., federal regulation of railroad transport, Children's Bureau, the Sixteenth Amendment, Theodore Roosevelt, Hiram Johnson).

11.3 Students analyze the role religion played in the founding of America, its lasting moral, social, and political impacts, and issues regarding religious liberty.

1. Describe the contributions of various religious groups to American civic principles and social reform movements (e.g., civil and human rights, individual responsibility and the work ethic, antimonarchy and self-rule, worker protection, family-centered communities).
2. Analyze the great religious revivals and the leaders involved in them, including the First Great Awakening, the Second Great Awakening, the Civil War revivals, the Social Gospel Movement, the rise of Christian liberal theology in the nineteenth century, the impact of the Second Vatican Council, and the rise of Christian fundamentalism in current times.

3. Cite incidences of religious intolerance in the United States (e.g., persecution of Mormons, anti-Catholic sentiment, anti-Semitism).
4. Discuss the expanding religious pluralism in the United States and California that resulted from large-scale immigration in the twentieth century.
5. Describe the principles of religious liberty found in the Establishment and Free Exercise clauses of the First Amendment, including the debate on the issue of separation of church and state.

11.4 Students trace the rise of the United States to its role as a world power in the twentieth century.

1. List the purpose and the effects of the Open Door policy.
2. Describe the Spanish-American War and U.S. expansion in the South Pacific.
3. Discuss America's role in the Panama Revolution and the building of the Panama Canal.
4. Explain Theodore Roosevelt's Big Stick diplomacy, William Taft's Dollar Diplomacy, and Woodrow Wilson's Moral Diplomacy, drawing on relevant speeches.
5. Analyze the political, economic, and social ramifications of World War I on the home front.
6. Trace the declining role of Great Britain and the expanding role of the United States in world affairs after World War II.

11.5 Students analyze the major political, social, economic, technological, and cultural developments of the 1920s.

1. Discuss the policies of Presidents Warren Harding, Calvin Coolidge, and Herbert Hoover.
2. Analyze the international and domestic events, interests, and philosophies that prompted attacks on civil liberties, including the Palmer Raids, Marcus Garvey's "back-to-Africa" movement, the Ku Klux Klan, and immigration quotas and the responses of organizations such as the American Civil Liberties Union, the National Association for the Advancement of Colored People, and the Anti-Defamation League to those attacks.
3. Examine the passage of the Eighteenth Amendment to the Constitution and the Volstead Act (Prohibition).
4. Analyze the passage of the Nineteenth Amendment and the changing role of women in society.
5. Describe the Harlem Renaissance and new trends in literature, music, and art, with special attention to the work of writers (e.g., Zora Neale Hurston, Langston Hughes).
6. Trace the growth and effects of radio and movies and their role in the worldwide diffusion of popular culture.
7. Discuss the rise of mass production techniques, the growth of cities, the impact of new technologies (e.g., the automobile, electricity), and the resulting prosperity and effect on the American landscape.

11.6 Students analyze the different explanations for the Great Depression and how the New Deal fundamentally changed the role of the federal government.

1. Describe the monetary issues of the late nineteenth and early twentieth centuries that gave rise to the establishment of the Federal Reserve and the weaknesses in key sectors of the economy in the late 1920s.
2. Understand the explanations of the principal causes of the Great Depression and the steps taken by the Federal Reserve, Congress, and Presidents Herbert Hoover and Franklin Delano Roosevelt to combat the economic crisis.
3. Discuss the human toll of the Depression, natural disasters, and unwise agricultural practices and their effects on the depopulation of rural regions and on political movements of the left and right, with particular attention to the Dust Bowl refugees and their social and economic impacts in California.
4. Analyze the effects of and the controversies arising from New Deal economic policies and the expanded role of the federal government in society and the economy since the 1930s (e.g., Works Progress

Administration, Social Security, National Labor Relations Board, farm programs, regional development policies, and energy development projects such as the Tennessee Valley Authority, California Central Valley Project, and Bonneville Dam).

- Trace the advances and retreats of organized labor, from the creation of the American Federation of Labor and the Congress of Industrial Organizations to current issues of a postindustrial, multinational economy, including the United Farm Workers in California.

11.7 Students analyze America's participation in World War II.

- Examine the origins of American involvement in the war, with an emphasis on the events that precipitated the attack on Pearl Harbor.
- Explain U.S. and Allied wartime strategy, including the major battles of Midway, Normandy, Iwo Jima, Okinawa, and the Battle of the Bulge.
- Identify the roles and sacrifices of individual American soldiers, as well as the unique contributions of the special fighting forces (e.g., the Tuskegee Airmen, the 442nd Regimental Combat team, the Navajo Code Talkers).
- Analyze Roosevelt's foreign policy during World War II (e.g., Four Freedoms speech).
- Discuss the constitutional issues and impact of events on the U.S. home front, including the internment of Japanese Americans (e.g., *Fred Korematsu v. United States of America*) and the restrictions on German and Italian resident aliens; the response of the administration to Hitler's atrocities against Jews and other groups; the roles of women in military production; and the roles and growing political demands of African Americans.
- Describe major developments in aviation, weaponry, communication, and medicine and the war's impact on the location of American industry and use of resources.
- Discuss the decision to drop atomic bombs and the consequences of the decision (Hiroshima and Nagasaki).
- Analyze the effect of massive aid given to Western Europe under the Marshall Plan to rebuild itself after the war and the importance of a rebuilt Europe to the U.S. economy.

11.8 Students analyze the economic boom and social transformation of post-World War II America.

- Trace the growth of service sector, white collar, and professional sector jobs in business and government.
- Describe the significance of Mexican immigration and its relationship to the agricultural economy, especially in California.
- Examine Truman's labor policy and congressional reaction to it.
- Analyze new federal government spending on defense, welfare, interest on the national debt, and federal and state spending on education, including the California Master Plan.
- Describe the increased powers of the presidency in response to the Great Depression, World War II, and the Cold War.
- Discuss the diverse environmental regions of North America, their relationship to local economies, and the origins and prospects of environmental problems in those regions.
- Describe the effects on society and the economy of technological developments since 1945, including the computer revolution, changes in communication, advances in medicine, and improvements in agricultural technology.
- Discuss forms of popular culture, with emphasis on their origins and geographic diffusion (e.g., jazz and other forms of popular music, professional sports, architectural and artistic styles).

11.9 Students analyze U.S. foreign policy since World War II.

1. Discuss the establishment of the United Nations and International Declaration of Human Rights, International Monetary Fund, World Bank, and General Agreement on Tariffs and Trade (GATT) and their importance in shaping modern Europe and maintaining peace and international order.
2. Understand the role of military alliances, including NATO and SEATO, in deterring communist aggression and maintaining security during the Cold War.
3. Trace the origins and geopolitical consequences (foreign and domestic) of the Cold War and containment policy, including the following:
 - o The era of McCarthyism, instances of domestic Communism (e.g., Alger Hiss) and blacklisting
 - o The Truman Doctrine
 - o The Berlin Blockade
 - o The Korean War
 - o The Bay of Pigs invasion and the Cuban Missile Crisis
 - o Atomic testing in the American West, the "mutual assured destruction" doctrine, and disarmament policies
 - o The Vietnam War
 - o Latin American policy
4. List the effects of foreign policy on domestic policies and vice versa (e.g., protests during the war in Vietnam, the "nuclear freeze" movement).
5. Analyze the role of the Reagan administration and other factors in the victory of the West in the Cold War.
6. Describe U.S. Middle East policy and its strategic, political, and economic interests, including those related to the Gulf War.
7. Examine relations between the United States and Mexico in the twentieth century, including key economic, political, immigration, and environmental issues.

11.10 Students analyze the development of federal civil rights and voting rights.

1. Explain how demands of African Americans helped produce a stimulus for civil rights, including President Roosevelt's ban on racial discrimination in defense industries in 1941, and how African Americans' service in World War II produced a stimulus for President Truman's decision to end segregation in the armed forces in 1948.
2. Examine and analyze the key events, policies, and court cases in the evolution of civil rights, including *Dred Scott v. Sandford*, *Plessy v. Ferguson*, *Brown v. Board of Education*, *Regents of the University of California v. Bakke*, and California Proposition 209.
3. Describe the collaboration on legal strategy between African American and white civil rights lawyers to end racial segregation in higher education.
4. Examine the roles of civil rights advocates (e.g., A. Philip Randolph, Martin Luther King, Jr., Malcolm X, Thurgood Marshall, James Farmer, Rosa Parks), including the significance of Martin Luther King, Jr.'s "Letter from Birmingham Jail" and "I Have a Dream" speech.
5. Discuss the diffusion of the civil rights movement of African Americans from the churches of the rural South and the urban North, including the resistance to racial desegregation in Little Rock and Birmingham, and how the advances influenced the agendas, strategies, and effectiveness of the quests of American Indians, Asian Americans, and Hispanic Americans for civil rights and equal opportunities.
6. Analyze the passage and effects of civil rights and voting rights legislation (e.g., 1964 Civil Rights Act, Voting Rights Act of 1965) and the Twenty-Fourth Amendment, with an emphasis on equality of access to education and to the political process.
7. Analyze the women's rights movement from the era of Elizabeth Stanton and Susan Anthony and the passage of the Nineteenth Amendment to the movement launched in the 1960s, including differing perspectives on the roles of women.

11.11 Students analyze the major social problems and domestic policy issues in contemporary American society.

1. Discuss the reasons for the nation's changing immigration policy, with emphasis on how the Immigration Act of 1965 and successor acts have transformed American society.
2. Discuss the significant domestic policy speeches of Truman, Eisenhower, Kennedy, Johnson, Nixon, Carter, Reagan, Bush, and Clinton (e.g., with regard to education, civil rights, economic policy, environmental policy).
3. Describe the changing roles of women in society as reflected in the entry of more women into the labor force and the changing family structure.
4. Explain the constitutional crisis originating from the Watergate scandal.
5. Trace the impact of, need for, and controversies associated with environmental conservation, expansion of the national park system, and the development of environmental protection laws, with particular attention to the interaction between environmental protection advocates and property rights advocates.
6. Analyze the persistence of poverty and how different analyses of this issue influence welfare reform, health insurance reform, and other social policies.
7. Explain how the federal, state, and local governments have responded to demographic and social changes such as population shifts to the suburbs, racial concentrations in the cities, Frostbelt-to-Sunbelt migration, international migration, decline of family farms, increases in out-of-wedlock births, and drug abuse.

Grade Twelve

History-Social Science Content Standards.

Principles of American Democracy and Economics

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

In addition to studying government in grade twelve, students will also master fundamental economic concepts, applying the tools (graphs, statistics, equations) from other subject areas to the understanding of operations and institutions of economic systems. Studied in a historic context are the basic economic principles of micro- and macroeconomics, international economics, comparative economic systems, measurement, and methods.

Principles of American Democracy

12.1 Students explain the fundamental principles and moral values of American democracy as expressed in the U.S. Constitution and other essential documents of American democracy.

1. Analyze the influence of ancient Greek, Roman, English, and leading European political thinkers such as John Locke, Charles-Louis Montesquieu, Niccolò Machiavelli, and William Blackstone on the development of American government.
2. Discuss the character of American democracy and its promise and perils as articulated by Alexis de Tocqueville.
3. Explain how the U.S. Constitution reflects a balance between the classical republican concern with promotion of the public good and the classical liberal concern with protecting individual rights; and discuss how the basic premises of liberal constitutionalism and democracy are joined in the Declaration of Independence as "self-evident truths."
4. Explain how the Founding Fathers' realistic view of human nature led directly to the establishment of a constitutional system that limited the power of the governors and the governed as articulated in the *Federalist Papers*.
5. Describe the systems of separated and shared powers, the role of organized interests (*Federalist Paper Number 10*), checks and balances (*Federalist Paper Number 51*), the importance of an independent judiciary (*Federalist Paper Number 78*), enumerated powers, rule of law, federalism, and civilian control of the military.
6. Understand that the Bill of Rights limits the powers of the federal government and state governments.

12.2 Students evaluate and take and defend positions on the scope and limits of rights and obligations as democratic citizens, the relationships among them, and how they are secured.

1. Discuss the meaning and importance of each of the rights guaranteed under the Bill of Rights and how each is secured (e.g., freedom of religion, speech, press, assembly, petition, privacy).
2. Explain how economic rights are secured and their importance to the individual and to society (e.g., the right to acquire, use, transfer, and dispose of property; right to choose one's work; right to join or not join labor unions; copyright and patent).
3. Discuss the individual's legal obligations to obey the law, serve as a juror, and pay taxes.
4. Understand the obligations of civic-mindedness, including voting, being informed on civic issues, volunteering and performing public service, and serving in the military or alternative service.
5. Describe the reciprocity between rights and obligations; that is, why enjoyment of one's rights entails respect for the rights of others.
6. Explain how one becomes a citizen of the United States, including the process of naturalization (e.g., literacy, language, and other requirements).

12.3 Students evaluate and take and defend positions on what the fundamental values and principles of civil society are (i.e., the autonomous sphere of voluntary personal, social, and economic relations that are not part of government), their interdependence, and the meaning and importance of those values and principles for a free society.

1. Explain how civil society provides opportunities for individuals to associate for social, cultural, religious, economic, and political purposes.
2. Explain how civil society makes it possible for people, individually or in association with others, to bring their influence to bear on government in ways other than voting and elections.
3. Discuss the historical role of religion and religious diversity.
4. Compare the relationship of government and civil society in constitutional democracies to the relationship of government and civil society in authoritarian and totalitarian regimes.

12.4 Students analyze the unique roles and responsibilities of the three branches of government as established by the U.S. Constitution.

1. Discuss Article I of the Constitution as it relates to the legislative branch, including eligibility for office and lengths of terms of representatives and senators; election to office; the roles of the House and Senate in impeachment proceedings; the role of the vice president; the enumerated legislative powers; and the process by which a bill becomes a law.
2. Explain the process through which the Constitution can be amended.
3. Identify their current representatives in the legislative branch of the national government.
4. Discuss Article II of the Constitution as it relates to the executive branch, including eligibility for office and length of term, election to and removal from office, the oath of office, and the enumerated executive powers.
5. Discuss Article III of the Constitution as it relates to judicial power, including the length of terms of judges and the jurisdiction of the Supreme Court.
6. Explain the processes of selection and confirmation of Supreme Court justices.

12.5 Students summarize landmark U.S. Supreme Court interpretations of the Constitution and its amendments.

1. Understand the changing interpretations of the Bill of Rights over time, including interpretations of the basic freedoms (religion, speech, press, petition, and assembly) articulated in the First Amendment and the due process and equal-protection-of-the-law clauses of the Fourteenth Amendment.
2. Analyze judicial activism and judicial restraint and the effects of each policy over the decades (e.g., the Warren and Rehnquist courts).
3. Evaluate the effects of the Court's interpretations of the Constitution in *Marbury v. Madison*, *McCulloch v. Maryland*, and *United States v. Nixon*, with emphasis on the arguments espoused by each side in these cases.
4. Explain the controversies that have resulted over changing interpretations of civil rights, including those in *Plessy v. Ferguson*, *Brown v. Board of Education*, *Miranda v. Arizona*, *Regents of the University of California v. Bakke*, *Adarand Constructors, Inc. v. Peña*, and *United States v. Virginia* (VMI).

12.6 Students evaluate issues regarding campaigns for national, state, and local elective offices.

1. Analyze the origin, development, and role of political parties, noting those occasional periods in which there was only one major party or were more than two major parties.
2. Discuss the history of the nomination process for presidential candidates and the increasing importance of primaries in general elections.
3. Evaluate the roles of polls, campaign advertising, and the controversies over campaign funding.
4. Describe the means that citizens use to participate in the political process (e.g., voting, campaigning, lobbying, filing a legal challenge, demonstrating, petitioning, picketing, running for political office).
5. Discuss the features of direct democracy in numerous states (e.g., the process of referendums, recall elections).
6. Analyze trends in voter turnout; the causes and effects of reapportionment and redistricting, with special attention to spatial districting and the rights of minorities; and the function of the Electoral College.

12.7 Students analyze and compare the powers and procedures of the national, state, tribal, and local governments.

1. Explain how conflicts between levels of government and branches of government are resolved.
2. Identify the major responsibilities and sources of revenue for state and local governments.
3. Discuss reserved powers and concurrent powers of state governments.
4. Discuss the Ninth and Tenth Amendments and interpretations of the extent of the federal government's power.
5. Explain how public policy is formed, including the setting of the public agenda and implementation of it through regulations and executive orders.
6. Compare the processes of lawmaking at each of the three levels of government, including the role of lobbying and the media.
7. Identify the organization and jurisdiction of federal, state, and local (e.g., California) courts and the interrelationships among them.
8. Understand the scope of presidential power and decision making through examination of case studies such as the Cuban Missile Crisis, passage of Great Society legislation, War Powers Act, Gulf War, and Bosnia.

12.8 Students evaluate and take and defend positions on the influence of the media on American political life.

1. Discuss the meaning and importance of a free and responsible press.
2. Describe the roles of broadcast, print, and electronic media, including the Internet, as means of communication in American politics.
3. Explain how public officials use the media to communicate with the citizenry and to shape public opinion.

12.9 Students analyze the origins, characteristics, and development of different political systems across time, with emphasis on the quest for political democracy, its advances, and its obstacles.

1. Explain how the different philosophies and structures of feudalism, mercantilism, socialism, fascism, communism, monarchies, parliamentary systems, and constitutional liberal democracies influence economic policies, social welfare policies, and human rights practices.
2. Compare the various ways in which power is distributed, shared, and limited in systems of shared powers and in parliamentary systems, including the influence and role of parliamentary leaders (e.g., William Gladstone, Margaret Thatcher).
3. Discuss the advantages and disadvantages of federal, con federal, and unitary systems of government.
4. Describe for at least two countries the consequences of conditions that gave rise to tyrannies during certain periods (e.g., Italy, Japan, Haiti, Nigeria, Cambodia).
5. Identify the forms of illegitimate power that twentieth-century African, Asian, and Latin American dictators used to gain and hold office and the conditions and interests that supported them.
6. Identify the ideologies, causes, stages, and outcomes of major Mexican, Central American, and South American revolutions in the nineteenth and twentieth centuries.
7. Describe the ideologies that give rise to Communism, methods of maintaining control, and the movements to overthrow such governments in Czechoslovakia, Hungary, and Poland, including the roles of individuals (e.g., Alexander Solzhenitsyn, Pope John Paul II, Lech Walesa, Vaclav Havel).
8. Identify the successes of relatively new democracies in Africa, Asia, and Latin America and the ideas, leaders, and general societal conditions that have launched and sustained, or failed to sustain, them.

12.10 Students formulate questions about and defend their analyses of tensions within our constitutional democracy and the importance of maintaining a balance between the following concepts: majority rule and individual rights; liberty and equality; state and national authority in a federal system; civil disobedience and the rule of law; freedom of the press and the right to a fair trial; the relationship of religion and government.

Principles of Economics

12.1 Students understand common economic terms and concepts and economic reasoning.

1. Examine the causal relationship between scarcity and the need for choices.
2. Explain opportunity cost and marginal benefit and marginal cost.
3. Identify the difference between monetary and non monetary incentives and how changes in incentives cause changes in behavior.
4. Evaluate the role of private property as an incentive in conserving and improving scarce resources, including renewable and nonrenewable natural resources.
5. Analyze the role of a market economy in establishing and preserving political and personal liberty (e.g., through the works of Adam Smith).

12.2 Students analyze the elements of America's market economy in a global setting.

1. Understand the relationship of the concept of incentives to the law of supply and the relationship of the concept of incentives and substitutes to the law of demand.
2. Discuss the effects of changes in supply and/ or demand on the relative scarcity, price, and quantity of particular products.
3. Explain the roles of property rights, competition, and profit in a market economy.

4. Explain how prices reflect the relative scarcity of goods and services and perform the allocative function in a market economy.
5. Understand the process by which competition among buyers and sellers determines a market price.
6. Describe the effect of price controls on buyers and sellers.
7. Analyze how domestic and international competition in a market economy affects goods and services produced and the quality, quantity, and price of those products.
8. Explain the role of profit as the incentive to entrepreneurs in a market economy.
9. Describe the functions of the financial markets.
10. Discuss the economic principles that guide the location of agricultural production and industry and the spatial distribution of transportation and retail facilities.

12.3 Students analyze the influence of the federal government on the American economy.

1. Understand how the role of government in a market economy often includes providing for national defense, addressing environmental concerns, defining and enforcing property rights, attempting to make markets more competitive, and protecting consumers' rights.
2. Identify the factors that may cause the costs of government actions to outweigh the benefits.
3. Describe the aims of government fiscal policies (taxation, borrowing, spending) and their influence on production, employment, and price levels.
4. Understand the aims and tools of monetary policy and their influence on economic activity (e.g., the Federal Reserve).

12.4 Students analyze the elements of the U.S. labor market in a global setting.

1. Understand the operations of the labor market, including the circumstances surrounding the establishment of principal American labor unions, procedures that unions use to gain benefits for their members, the effects of unionization, the minimum wage, and unemployment insurance.
2. Describe the current economy and labor market, including the types of goods and services produced, the types of skills workers need, the effects of rapid technological change, and the impact of international competition.
3. Discuss wage differences among jobs and professions, using the laws of demand and supply and the concept of productivity.
4. Explain the effects of international mobility of capital and labor on the U.S. economy.

12.5 Students analyze the aggregate economic behavior of the U.S. economy.

1. Distinguish between nominal and real data.
2. Define, calculate, and explain the significance of an unemployment rate, the number of new jobs created monthly, an inflation or deflation rate, and a rate of economic growth.
3. Distinguish between short-term and long-term interest rates and explain their relative significance.

12.6 Students analyze issues of international trade and explain how the U.S. economy affects, and is affected by, economic forces beyond the United States's borders.

1. Identify the gains in consumption and production efficiency from trade, with emphasis on the main products and changing geographic patterns of twentieth-century trade among countries in the Western Hemisphere.

2. Compare the reasons for and the effects of trade restrictions during the Great Depression compared with present-day arguments among labor, business, and political leaders over the effects of free trade on the economic and social interests of various groups of Americans.
3. Understand the changing role of international political borders and territorial sovereignty in a global economy.
4. Explain foreign exchange, the manner in which exchange rates are determined, and the effects of the dollar's gaining (or losing) value relative to other currencies.



BIRMINGHAM HIGH SCHOOL PROGRESSIVE DISCIPLINE

DEFINITION

Discipline is controlled behavior calculated to develop within an individual responsibility for his/her own action in accordance with specially accepted conduct. External control or adult direction maintains the initial stages of discipline. The degree to which the individual progresses in self-control determines the need for external controls. The ultimate goal is a mature individual capable of self-control.

DISTRICT POLICY

"Under no circumstances will violence on campus be tolerated; acts of intimidation, extortion, harassment, or physical attacks on students, school personnel, or other authorized persons on campus will not be condoned nor excused." Immediate and appropriate action will be taken with any persons involved in such behavior.

DETENTION POLICY

Students will be assigned detention for disciplinary offenses or to compensate time for being continually tardy. In order to maintain consistency and a paper trail when detention has been assigned –detention will only be assigned through the Administrator or SLC Dean.

- | | | |
|---------|---|---|
| STEP 1. | Student assigned ONE hour detention generated and placed in the | IF SUCCESSFUL: A voucher is

Student's File in the SLC Office. IF |
| | NOT SUCCESSFUL | |
| STEP 2. | Student assigned TWO hours detention | IF SUCCESSFUL: A voucher is |

- Student's File in the SLC Office. IF
- NOT SUCCESSFUL
- STEP 3: Student assigned SATURDAY detention, generated and placed in the Parent called
 NOT SUCCESSFUL
- IF SUCCESSFUL: A voucher is
 IF NOT SUCCESSFUL
 Student's File in the SLC Office. IF
- STEP 4: SLC administrator notified
 voucher placed in Student's and/or File in the SLC Office. IF NOT SUCCESSFUL
 Student placed on 1 week "Daily"
 Must complete 2 hours of detention
- IF SUCCESSFUL: Daily's and
 Parent/Student Mediation required
- STEP 5: Police citation and/or student suspended
 pertinent notes placed in Student's File/ID19 and/or ID21
 Student placed on Behavioral Contract
- IF SUCCESSFUL: Contract and
 Parent Conference Required
 IF NOT SUCCESSFUL
- STEP 6: Possible Defiance Issues at Stake/Possible
 Opportunity Transfer (OT)

LEVEL 0

LEVEL 0 – FIRST TIME OFFENDERS TEACHER REQUIRED TO ADDRESS
<u>Do not send student to the SLC Dean for the following reasons</u> 1. Gum chewing, failure to bring supplies or books to class, failure to complete assignments, talking in class, poor work habits, minor disturbances, not following class rules, first 4

NOTE: LEVEL 0 –FIRST TIME OFFENSIVE BEHAVIORS ARE NO LONGER CONSIDERED LEVEL 0 OFFENSES WHEN A STUDENT BECOMES DEFIANT

- tardies.
- 2. Bringing or consuming food or drinks in classroom
- 3. Public display of affection (PDA)
- 4. Using electronic signaling devices, electronic communication devices including beepers or cellular phones –and EC48901.5
- 5. Wearing headgear indoors or wearing non-Birmingham headgear (not EC code)

LEVEL ONE

LEVEL 1 (ED CODE 48900 unless stated) – VIOLATIONS	LEVEL 1 (ED CODE 48900 unless stated) – DISCIPLINARY ACTIONS by Classroom Teacher
<ol style="list-style-type: none"> 1. Failing to have in possession ID Cards (Not limited to the following examples) 2. Not having ID in possession at all times on school property/school activity 3. Failing to ID oneself 4. Giving false information 5. Disrupting school activities 6. Disturbing the instructional process/disturbing the peace 7. Minor incidents of harassment 8. Inappropriate show of affection or inappropriate sexual behavior 9. Habitually using abusive language, vulgarity or profanity 10. Exhibiting willful defiance toward school personnel 11. Possessing permanent markers 12. 10. Improper use of computer, including receiving downloading copyrighted materials and the use of profanity in messages or text 13. Creating a hall disturbance –and ED CODE 3210) 14. 12. Loitering –not limited to the following examples – and ED CODE 32211, ED CODE 44810 15. In parking lot without permission 16. Out of class without a pass 17. Riding skateboards, skates, or bicycles on campus. 18. Showing disrespect toward school personnel/defiance 	<p>ALWAYS SEND STUDENT TO SLC DEAN WITH PROPER REFERRAL SLIP. Teacher refers to SLC Dean with a notification of all interventions attempted, prior to referring to SLC Dean. Do NOT be referred unless proper teacher intervention has taken place.</p> <p>Teacher must: Notify parent or guardian by phone or form. The teacher will give the student a discipline form to take home for the parent or guardian to sign. The student returns the signed discipline form to the teacher. (Any forgery of parent/guardian signature will be handled as a level 2 Discipline)</p>
	<p>DISCIPLINARY ACTIONS BY THE SLC DEAN/SCL ADMINISTRATOR/ DISCIPLINE ADMINISTRATOR</p> <p>Deans will enforce any of the following procedures individually or in combination depending on seriousness of incident or if the incident is continuous: ALWAYS MAINTAIN PAPER TRAIL AND PROVIDE TEACHERS WITH FEEDBACK: REFERRAL SLIP, ID19, 1D21</p> <ol style="list-style-type: none"> 1. Student will be counseled 2. Student may be placed on a daily OR student may generate written ideas of the alternatives they

	<p>could have used in place of their misbehavior</p> <ol style="list-style-type: none"> 3. Class suspension (not to exceed 2 days; included two day student sent out/Per UTLA Contract 4. SLC Dean may refer student to counselor to begin in-house counseling IMPACT, COST, SST, 504 Plan, Katie Pine: non-public agency, and/or alternative counseling services 5. Detention may be assigned (afterschool)/Saturday 2 hours 6. Parent or guardian notification is accomplished by mailing/calling/or setting up a parent conference with teacher –a copy of referral and all pertinent information will be placed in the student’s file 7. Parent/guardian conference with SLC Administrator or designee 8. SLC Administrator or designee suspends student for the remainder of the day plus one (1) day 9. Parent conference must be held upon return from suspension. Student placed in a Behavioral Contract. 10. Student may be referred to alternate educational site/Opportunity Transfer
--	---



BIRMINGHAM HIGH SCHOOL PROGRESSIVE DISCIPLINE

LEVEL TWO

LEVEL 2 (ED CODE 48900 unless stated) – VIOLATIONS	LEVEL 2 (ED CODE 48900 unless stated) – DISCIPLINARY ACTIONS by Classroom Teacher
<ol style="list-style-type: none"> 1. Possessing/using cigarettes or other form of tobacco products - and ED CODE 48901 2. Verbally abusing school personnel/slandering 3. Entering school grounds without authorization after suspension 4. Participating in food fight -and ED CODE 48915a 5. Fighting/committing simple assault & battery -and ED CODE 48915a 6. Inciting or engaging in rioting -and ED CODE 48915 7. Instigating, inciting and/or persuading a fight 8. Gang involvement by throwing gang signs, taunting, inviting and/or other methods to start/involve in a gang fight 9. Forgery or falsifying documents or misuse of passes 10. Unauthorized use of copyrighted materials, sale of materials related to test, project papers and term papers/plagiarism 11. Trespassing/Breaking and entering any school facility 12. Stealing/possessing or transferring of stolen goods, materials, equipment, and/or supplies 13. Vandalizing/Damaging/Tampering with personal property of students or school personnel or school property 14. Damaging school/others personal property of students or school personnel with graffiti 15. Computer misuse including but not limited to damage of equipment or system, stealing data or intellectual property, use of stolen materials for personal gain 16. Participating in an unlawful assembly -and ED CODE 48915c 17. Possessing fireworks or other incendiary or explosive materials 18. Gambling 19. Possessing/offering for sale drug paraphernalia 20. Reckless driving/speeding 21. Providing false information to law enforcement 22. Intentionally engaging in incidents of harassment (including but not limited to sexual conduct, sufficiently severe or pervasive enough to have a negative impact upon the student’s academic performance or to create an intimidating, hostile or offensive educational environment) - and ED CODE 212.5 23. Making any false fire alarm/bomb threat/tampering with any fire safety device 24. Lewd/lascivious conduct 25. Intentionally causing, attempting to cause, threatening to cause or participating in an Act of Hate Violence as defined in sections 422.6, 422.7, or 422.75 of the penal code 26. Threatening to cause physical injury to another person 27. Defiance towards school rules 	<p style="text-align: center; margin: 10px 0;">ALWAYS SEND STUDENT TO SLC DEAN WITH PROPER REFERRAL SLIP</p> <hr/> <p>DISCIPLINARY ACTIONS BY THE SLC DEAN/SCL ADMINISTRATOR/DISCIPLINE ADMINISTRATOR</p> <ol style="list-style-type: none"> 1. Student referred to the SLC Dean 2. SLC Administrator or designee suspends student home for the remainder of the day plus one (1) with a possible 5 day suspension. 3. Parent or guardian notification is accomplished by mailing copy of the discipline referral/suspension notice home and phone contact

	<ol style="list-style-type: none">4. Upon return student and parent or guardian conference held the same day.5. SLC Dean may refer student to counselor to begin in-house counseling IMPACT, COST, SST, 504 Plan, Katie Pine: non-public agency, and/or alternative counseling services6. Possible police notification and charges may be filed.7. Restitution/restoration assigned if necessary8. Parent/guardian conference with SLC Administrator or designee9. Student transferred to an alternative education program/Opportunity Transfer or recommended for expulsion to the Board of Education10. Alcohol/controlled substance violations may be assigned to the Impact Program <p>ED CODE 48900: Single Egregious Acts such as fighting, battery, narcotics, weapons, threatening language or</p>
--	---

- program/Opportunity Transfer
4. Student referred to the Board of Education for recommendation to alternative education program/expulsion
 5. Parent or guardian notification is accomplished by mailing copy of discipline referral/suspension notice home and phone contact
 6. Possible police notification may result in student being arrested, handcuffed and taken to the police station
 7. Restitution/restoration assigned if necessary

Expulsion may be recommended sooner in certain cases, especially with LEVEL 4 - VIOLATIONS

EXPULSION: (Los Angeles Board of Education revokes the right of a student to attend any Los Angeles City School)



BIRMINGHAM HIGH SCHOOL BEHAVIORAL EXPECTATIONS

CODE OF CONDUCT

The staff of Birmingham High School is committed to providing its students the best academic and social education possible. Because this goal can be best achieved in a safe and orderly school environment, the Student Code of Conduct has been developed to inform students of acceptable and appropriate behavior within the school community.

BIRMINGHAM STUDENTS WILL CONDUCT THEMSELVES AS FOLLOWS:

1. Be responsible and attend all assigned classes each day, arrive on time, with the necessary materials and/or books, and be prepared for class. When absent provide your SLC Office a valid excuse signed by a Parent/Guardian or School Personnel
2. Remain on campus at all times unless officially released by an appropriate BHS office.
3. Show respect for all persons (their physical being, gender, property, opinions, and their culture) and should disputes occur, will maintain open communication with students and staff in order to resolve such differences.
4. Be responsible for his/her actions and be willing to accept the consequences for these actions (e.g. disrespectful language, inappropriate grooming, faulty attendance, disruptive behavior, and inappropriate display of affection -PDA).
5. Dress appropriately for school –see Dress Code. A student's manner of dress must not be disruptive to the educational process in the classroom or on the campus. Therefore, the following items are prohibited: obscene, profane, gang identifiable clothing, bare midriff tops, and extremely oversized baggy pants. No non-Birmingham High hats are allowed on campus.
6. Abide to the OUT OF SIGHT OUT OF MIND POLICY –cellular phones, electronic devices, non-Birmingham High School hats, do-rags, and all other headgear must remain stored in a locker, backpack, purse, pocket, or other place where it is not visible during normal school hours. Students are permitted to use cellular phones, pagers, or electronic signaling devices on campus before and after school hours. Items that are confiscated will be returned to parent/guardian between 3:15 – 4:00 p.m.

7. Skateboards and/or bicycles must be “Out of Sight Out of Mind” during school hours. Contact your SLC Dean if you need a storage place.
8. Do not alter or forge any school documents and/or parent/guardian communications. Likewise, plagiarism/ cheating on class assignments/test will not be tolerated. Such behavior may result in a failing grade on the assignment and/or test, and may result in disciplinary action, as prescribed by school policy.
9. Carry school identification cards at all times, and present it upon request of a school employee.
10. Return all textbooks, library books, and other school property that has been issued to you by the due date.
11. Drive and park in the student lot (located by Haynes Street) in accordance with the traffic laws and school regulations. School speed limit is 8 miles per hour.
12. When bringing a visitor to the campus –always obtain prior approval and a visitor pass from the Principal in the Main Office.
13. Do not possess, use, sell any controlled substance, alcoholic beverage, or intoxicant of any kind, and refrain from the possession or use of tobacco or any product containing tobacco or nicotine products.
14. It’s unlawful to possess, sell or otherwise furnish a firearm, knife, explosive, or other dangerous objects.
15. The following actions may result in suspension from school or disciplinary action as stated by school policy:
 - a) threatening, attempting to cause, or causing physical injury to another person
 - b) possessing, selling, or furnishing any firearm, knives, explosive, or other dangerous object.
 - c) possessing, using, selling, or furnishing or being under the influence of any controlled substance, any alcoholic beverage, or intoxicant of any kind
 - d) offering, furnishing or selling any substitute substance represented as a controlled substance or intoxicant of any kind
 - e) committing robbery or extortion
 - f) causing or attempting to cause damage to school or private property
 - g) stealing or attempting to steal school or private property

- h) possessing or using tobacco
- i) committing an obscene act or engaging in habitual profanity or vulgarity.
- j) offering, furnishing, or selling any drug paraphernalia
- k) disrupting school activities or willfully defying the authority of school personnel
- l) knowingly receiving stolen school or private property

The police may be immediately notified when a student is found to be in violations of Number 13 and 14. All of the above items refer to school activities and athletics. Students also remain under school supervision on their way to and from school, whether on campus or not.

**BIRMINGHAM HIGH SCHOOL
PATRIOT PASSING POLICY**

Part One: Goal

Students and staff will move in a calm, orderly, appropriate manner to their designated destinations, treating passing periods as an extension of class time.

Part Two: Expectations for Student Behavior

1. Move when the bell rings
2. Students should **move appropriately** and keep moving from class to class. More walk, less talk. Walk on the right side.
3. Arrive to your designated location before the bell rings; **be inside when the bell rings** and remain for the duration of the period.
 - Students should use the restroom and their lockers before the bell rings
 - Do not bang on the door once it is shut
4. Maintain designated voice/noise levels. Speech should sound different inside and outside
 - Passing periods = conversational level
 - Nutrition and Lunch = recreational level
5. Be respectful towards peers and adults. Respond positively to peers and adults. Speech should be calm, cordial, and positive. No profanity in any language
6. Open doors or stand aside for adults and students with special needs.
7. Respect the privacy and personal space of other students and staff.
8. No name calling, no profanity, no rough housing, and no spitting.
9. Students should take pride in their school by keeping it clean.
10. All schools rules outlined in the student handbook apply.

Part Three: Supervisor Responsibilities

A supervisor is any adult out in common areas where students are present.

1. Supervisor should be in their designated area when the bell rings and actively scan while circulating. They should not be found standing around talking in groups. This includes paraprofessionals.
 - a. A supervisor during passing periods is defined as a teacher and any other staff member whose role it is to monitor during these periods.
 - b. Teachers should stand in the doorway or outside their classroom during passing periods.
 - c. If a supervisor is unable to make it to their designated area, they must find a replacement.
2. Consistent behavior and enforcement of the rules is expected; everyone needs to act in the same way when supervising.
3. Supervisors should be aware of expected student behaviors, proactively engage with students while greeting them in a positive and welcoming manner, and respond to misbehaviors quickly by level of importance.

- A supervisor's attitude and voice should be civil.
4. When responding to misbehavior, supervisors will use a calm, quiet, and respectful tone. To correct misbehavior, use an instructional approach (i.e. Stating the rule for the student or having them state it to you).
 5. A 2 minute warning and 30 second warning will be broadcast over the PA.

Part Four: Encouragement Procedures

1. Create an inviting environment conducive to verbal praise for successful and mature behavior.
2. Greet others in a respectful and positive manner, using their names as much as possible.
3. Use incentive programs to acknowledge responsible behavior in passing areas.

Part Five: Consequences for Infractions (per LAUSD policy)

1. Mild Infractions (used for minor violations that do not pose a threat and infrequent behavior)
Supervisor will offer a verbal reminder that restates the expected behavior to provide a verbal reminder:
 - Give a statement of the desired behavior; don't ask if the student was misbehaving.
 - Deliver the reminder calmly and slowly.
2. Warning Referral (used for repeated encounters, intentional behavior, and activity that could be possibly dangerous.
 - a. Supervisor will step aside with students and explain the misbehavior. Then they will tell the student that if this is their first referral, it will only be a warning.
 - b. Supervisors should pass the name on to the the Dean's Office.
3. Office Referral (used for repeated encounters (three or more) and behavior that is physically dangerous.
The incident should be reported directly to the Dean's Office.

Part Six: Teaching Responsibilities

Staff Training

Training will take place during a staff development session. The training will include the presentation of a DVD that will cover staff supervision, staff conduct, and an overview of the Passing Period Policy and its requirements for staff and students. Teachers will also be given information instructional materials for the students.

Students Instruction

During the first week of the semester lessons regarding passing area behaviors will occur. During subsequent weeks policies will be reinforced using a variety of worksheets. Students will be shown a video that covers student conduct, appropriate student behaviors, and the procedures that are encompassed within the Passing Area Policy. The lessons will be conducted in a way that informs the students of the rationale for the procedures (i.e. safety, respect, setting a calm tone for entering class) and should be presented in a way that shows faculty and staff working together.

JULY						
M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST					
M	T	W	T	F	S
					1
3	4	5	6	7	8
10	11	12	13	14	15
17	18	19	20	21	22
24	25	26	27	28	29
31					

SEPTEMBER						
M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

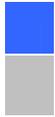
OCTOBER					
M	T	W	T	F	S
			1	2	3
5	6	7	8	9	10
12	13	14	15	16	17
19	20	21	22	23	24
26	27	28	29	30	31

NOVEMBER						
M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER					
M	T	W	T	F	S
	1	2	3	4	5
7	8	9	10	11	12
14	15	16	17	18	19
21	22	23	24	25	26
28	29	30	31		

- REGULAR SCHOOL DAY
- HOLIDAYS
- PROFESSIONAL DEVELOPMENT (MIN DAY)
- FLOATING HOLIDAY (TBD)
- MINIMUM DAY

AUG	SEP	OCT	NOV
9	18	19	16
0	1		3
	2	2	2
	1		
		1	



PUPIL FREE
PROFESSIONAL DEVELOPMENT (FULL DAY)

1
1

2010

JANUARY						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY					
M	T	W	T	F	S
1	2	3	4	5	6
8	9	10	11	12	13
15	16	17	18	19	20
22	23	24	25	26	27

MARCH						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL					
M	T	W	T	F	S
			1	2	3
5	6	7	8	9	10
12	13	14	15	16	17
19	20	21	22	23	24
26	27	28	29	30	

MAY						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE					
M	T	W	T	F	S
	1	2	3	4	5
7	8	9	10	11	12
14	15	16	17	18	19
21	22	23	24	25	26
28	29	30			

JAN FEB MAR APR

	REGULAR SCHOOL DAY	11	16	18	18
	HOLIDAYS	1	1	3	2
	PROFESSIONAL DEVELOPMENT (MIN DAY)	1	2	2	2
	FLOATING HOLIDAY (TBD)				
	MINIMUM DAY		1		
	PUPIL FREE	1			
	PROFESSIONAL DEVELOPMENT (FULL DAY)	1			

REGULAR BELL SCHEDULE

PERIOD	START	END	MINUTES	MIN. w/PASSING
0	7:00	7:53	53	60
1	8:00	8:58	58	65
2	9:05	10:08	63	70
Nutrition	10:08	10:25	17	0
3	10:32	11:30	58	65
4	11:37	12:35	58	65
Lunch	12:35	1:05	30	0
5	1:12	2:10	58	65
6	2:17	3:15	58	65
7	3:22	4:20	58	58
8	4:27	5:25	58	58
9	5:32	6:30	58	395

MINIMUM DAY SCHEDULE/PROF. DEV.

PERIOD	START	END	MINUTES	MIN. w/PASSING
0	7:18	7:53	35	35
1	8:00	8:35	35	42
2	8:42	9:22	40	47
3	9:29	10:04	35	42
Nutrition	10:04	10:21	17	0
4	10:28	11:03	35	42
5	11:10	11:45	35	42
6	11:52	12:27	35	42

257

EXTENDED LUNCH BELL SCHEDULE

PERIOD	START	END	MINUTES	MIN. w/PASSING
0	7:00	7:53	53	60
1	8:00	8:53	53	60
2	9:00	9:53	53	60
Nutrition	9:53	10:10	17	0
3	10:17	11:10	53	60
4	11:17	12:10	53	60
Lunch	12:10	1:15	65	0
5	1:22	2:15	53	60
6	2:22	3:15	53	60
7	3:22	4:15	53	60
8	4:22	5:15	53	60
9	5:22	6:15	53	60

REPRESENTS OPTIONAL PERIODS 0, 7, 8, & 9.

FIRST YEAR OF OPERATIONS WILL INCLUDE PERIODS 0 through 9
ALL MINUTES CALCULATED BASED ONLY ON PERIODS 1 through 6