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DEHESA SCHOOL DISTRICT
Regular Governing
Board Meeting

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AGENDA

September 14, 2017

Welcome

Welcome to the meeting of the Dehesa School District Governing Board. Your interest in our school district is appreciated.

Our Governing Board

Our community elects five Board members who serve four-year terms. The Board members are responsible for the overall operation for the school district. Among its duties, the Board adopts an annual budget, approves expenditures, establishes policies and regulations, authorizes employment of all personnel, approves curriculum and textbooks, and appoints the Superintendent.

Cindy White -

Mrs. White was first elected to the governing Board in November 2002, re-elected in 2006, 2010 and 2014. Her current term expires in 2018.

Karl Becker -

Mr. Becker was elected to the board in 2010 and reelected in 2014. His current term expires in 2018.

Christina Becker

Mrs. Becker was first elected to the Governing Board in the year 2014. Her current term expires in 2018.

Vincent Blanco, Jr.

Mr. Blanco was appointed to the Governing Board in April 2017 His current term expires in 2018.

Mark Zacovic

Dr. Zacovic was elected to the Governing Board in December 2016. His term expires in 2020.

DEHESA SCHOOL DISTRICT

LOCATION & TIME

CLOSED SESSION - 4:00 p.m.
Dehesa School – Conf Room D4

LOCATION & TIME -

OPEN SESSION - 5:00 p.m.
Dehesa School - MPR

REGULAR GOVERNING BOARD MEETING

September 14, 2017

AGENDA

Accommodations: In compliance with the American with Disabilities Act 1990, if you need special assistance to participate in this meeting, please contact the office of the Superintendent at 619-444-2161. Notification of 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to that meeting.

In compliance with Government Code section 54957.5, non-exempt writings that are distributed to a majority or all of the board in advance of a meeting, may be viewed at Dehesa School District, 4612 Dehesa Road, El Cajon, CA 92019, or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact Deborah Cagney.

Board of Education agendas and minutes are, by law, public documents. Please note the Dehesa School District posts Board agendas and minutes on the school website; <https://dehesasd.sdcoc.net>.

I. Call to Order

- A. Public Comment on Closed Session Items.

II. Closed Session

- A. PUPIL PERSONNEL MATTERS: The Governing Board will recess to Closed Session to consider pupil personnel matters pursuant to Government Code Section 35146, 72122, and 48918
- B. PERSONNEL MATTERS: The Governing Board will recess to Closed Session to consider personnel matters pursuant to Government Code Section 54957
 - 1. Appointment, Employment, Evaluation of Performance, Discipline, Leaves, or Dismissal of a Public Employee
- C. NEGOTIATIONS: The Governing Board will recess to Closed Session to consider negotiations and related matters pursuant to Government Code 54957.
 - 1. Employee Organizations: DTA, CSEA, and Unrepresented Employees
- D. POTENTIAL LITIGATION: The Governing Board will recess to Closed Session to consider possible litigation pursuant to Government Code 54956.9 (b)(1).
- E. REAL PROPERTY: The Governing Board will recess to Closed Session to consider real property pursuant to Government Code 54956.8 (b)(1). Case No. 37-2015-00030843-CU-WM-CTL

III. Public Meeting

- A. Call to Order and Establishing a Quorum
- B. Closed Session Report of Any Action Taken
- C. Pledge of Allegiance
- D. Agenda Approval

IV. Requests to Address the Board

A. District/Community Organization Reports

1. Parents' Club – Patience Stevens, President
2. Dehesa Teacher's Association – Christine Lavigne and Lacey Rana
3. California School Employees Association # 663 - Jackie Finch, President
4. Method Schools – Jessica Spallino
5. Valiant Charter – Justin Schmitt
6. Element Education – Terri Novacek, Director
 - a. Dehesa Charter School
 - b. Community Montessori
7. Diego Hills Charter School – Kevin Ogden
8. The Heights Charter School – Diana Whyte
9. Inspire Charter – Nick Nichols
10. Citizen Input

B. Board Input

V. Routine Action Items

The following items are considered by the Superintendent to be of a routine nature and are acted on with one motion. Any recommendation may be removed at the request of any Board Member and placed under new and/or unfinished business.

- A. Approval of Minutes – It is recommended that the board of Trustees approve the minutes of the following meeting:
 1. Regular Board Meeting – August 17, 2017
- B. Approval of Purchase Orders and Commercial Warrants– It is recommended that the Board of Trustees approve the commercial warrants and purchase orders as presented.
- C. Conferences and Workshops –
 1. Edupoint Synergy Conference 2017 - 11/1/17-11/3/17

VI. Information & Proposals (Action may be taken)

A. Correspondence:

1. Application and Certification under the New Dashboard Alternative Schools Status for Diego Hills Charter School.
2. Rescheduled Public Release of 2016-2017 CAASPP Summary Results.
3. Maintenance of effort requirement of the Elementary and Secondary Education Act of 1965. Fiscal Year 2017-2018 for Method Schools Charter.

B. Report, Information, and Presentations

1. Budget Report
2. State School Building Report
3. Principal's Report
4. Enrollment

C. Discussion

VII. Action Items

A. Public Hearings

1. Petition for California Academy of Sports Science.
2. Availability of Instructional materials, Resolution # 2017-9-1.

B. Old Business –None.

C. New Business

1. The Board will consider the approval of the Petition for California Academy of Sports Science.
2. The Board will consider the approval of the Declaration of Need for Fully Qualified Educators.
3. The Board will consider the approval of the Occupational Therapist Contract.
4. The Board will consider the Consultant Agreement for a School Psychologist.
5. The Board will consider the MOU between the District and the SDCOE.
6. The Board will consider the Vista Hill Master Contract 2017/2018.
7. The Board will consider the Acceptance of Donations and Gifts.
8. The Board will consider approval of the 2016-2017 Unaudited Actuals Financial Report.

D. Negotiations – None

E. Board Policies

1. The Board will review and consider the approval of Updated Board Policies 7000's.
2. The Board will review and consider the approval of Updated Board Policies 1000's.

F. Personnel –

Certificated:

1. To hire a special education teacher on an STSP.

Classified: None

VIII. Advance Planning

A. Next Meeting

1. Regular Board Meeting – Oct 12, 2017. Closed Session at 4:00 pm. Open Session at 5:00 pm.

B. Agenda Items – Trustees may request placing items on the next agenda.

C. Future Meeting Dates

1. Regular Board Meeting – November 16, 2017. Closed Session at 4:00 pm. Open

Session at 5:00 pm

IX. Adjournment

**DEHESA SCHOOL DISTRICT
REGULAR GOVERNING BOARD MEETING
MEETING MINUTES**

August 17, 2017

I. Call to order

President Cindy White called the meeting to order at 6:00 pm and the Board convened into Closed session.

II. Closed Session

III. Public Meeting

The Board reconvened at 7:08 pm and President White called the meeting to order and reported no action was taken in closed session. A quorum was established with members being present: Cindy White, Christina Becker, Karl Becker, and Mark Zacovic. Nancy Hauer led the Pledge of Allegiance. Mark Zacovic made a motion to approve the agenda, seconded by Karl Becker. Board approved the agenda as follows:

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

VII. Action Items

C. New Business

1. Diego Central Charter Petition. Karl made a motion to approve the Diego Central Charter Petition. Seconded by Mark Zacovic. Cindy White asked if there was any public comment. Keven Ogden was in attendance and said he would be happy to answer any questions that the Board had in regards to the Charter Petition.

Mark Zacovic asked if the Petitioners could please offer any additional information regarding how Diego Central will attract Students in grades K-8. Kevin Ogden stated that Diego Hills summer program serves approx. 100 students in grades 5-8 and this is helping attract K-8 students and their sibling to Diego Hills Central. Diego Hills Central will also have a page on its website dedicated to the K-8 home study program.

Karl Becker mentioned that Diego Hills Central Public Charter School had submitted letters from Real Estate professionals outlining the school's efforts to locate a single property within Dehesa School District to house the entire school. Can the petitioners please explain the process they followed in attempting to locate within Dehesa's boundaries. Kevin Ogden said that they did 2 different studies with 2 different Real Estate professionals and both did not meet the size they needed. In order to have WASC accreditation they must have a dedicated science room. They also want to offer students the traditional music and sports programs. They don't need a gym but, need places to meet. They also want to offer art. They do not want to short change the kids. They anticipate that they would need at least 7,000-10,000 square feet of space and none were available to meet their needs.

Karl also asked if there were any other particular needs Diego Central requires from its location such as parking spaces, availability of bus routes or other public transportation. Kevin said that many of the students do not drive and many cannot get a ride to school so they need a site that is close to public transportation. Karl asked if there were any locations that had become available since the last letter dated June 6th. Kevin answered that in the last 30 days there have still been no locations available. Christina Becker asked if the Dehesa School District does approve the Petition, will Diego Hills Central Public Charter School provide the required notice to the Superintendent of the San Diego County Office of Education and the State Superintendent of Public Instruction before Diego Hills Central Public Charter School begins its operation? Kevin said yes they would provide the required notices to the Superintendent of the San Diego County Office of Education and the State Superintendent of Public Instruction before beginning their operations.

Nancy Hauer summarized the report she had written to the Board of Trustees. She recommends that the Board approve the Diego Hills Central Public Charter School Charter petition for 5 years. The findings are that the Diego Hills Central Public Charter School is within the charter act. There are insufficient findings to deny the charter. Diego Hills Central Public Charter School has all the required signatures. They have the 15 elements identified in Ed. Code Section 47605(b)(5). 1. Description of Educational Programs, 2. Strong Pupil Outcomes, 3. Method for Measuring Pupil Progress, 4. Governance Structure, 5. Employee Qualifications, 6. Health and Safety Procedures, 7. Racial and Ethnic Balance, 8. Admission Requirements, 9. Annual Independent Financial Audits, 10. Suspension and Expulsion Procedures. 11. STRS, PERS, and Social Security Coverage, 12. Public School Attendance Alternatives, 13. Post-Employment Rights of Employees, 14. Dispute Resolution Procedures, 15. Closure Procedures. Diego Hills Central Public Charter School qualifies for an exception to the CSA's geographic restrictions and therefore may establish one site outside of Dehesa School District's boundaries within San Diego County, and one site in a county adjacent to San Diego County. Diego Hills Central

Public Charter School has attempted to locate a single site or facility to house its entire program within Dehesa School District's boundaries, but no such site or facility is available. Required notice to all 3rd parties will be given. Nancy Hauer recommends that the Board of Trustee's for the Dehesa School District approve the Diego Hills Central Public Charter School petition. Vote as follows to approve:

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

IV. Requests to Address the Board

A. District/Community Organization Reports

1. Parents' Club: Nancy Hauer spoke on behalf of the Parent's Club. They will be holding an all staff lunch on August 18th serving sandwiches and other goodies from 12:30-1:25pm.

2. Dehesa Teacher's Association: Nancy Hauer spoke on behalf of the DTA. Lacey was at the school setting up her room earlier in the day and wanted to thank the Board for their consideration of the negotiations.

3. CSEA: Nancy spoke on behalf of Jackie Finch. Jackie also wanted to thank the Board for their consideration of the negotiations.

4. Element Education

a. Dehesa Charter School: Nancy Hauer spoke on behalf of Dehesa Charter. Enrollment is at 996 and they are still accepting enrollments. All staff kick-off event will be held on August 14th.

b. Community Montessori: Nancy Hauer spoke on behalf of Community Montessori. Enrollment is at 691.

5. Diego Hills: None

6. The Heights Charter School: Nancy spoke on behalf of The Heights Charter School. They currently have 242 students enrolled. The teachers return on August 21st and students return on August 28th.

7. Inspire Charter: Nancy spoke on behalf of Inspire Charter. They currently have over 4,600 students enrolled for the upcoming school year.

8. Methods: Nancy spoke on behalf of Method. 135 Track 2 enrollment. Winding down all summer students. Enrollment/revenue to be presented at the September meeting.

9. Valiant: Nancy spoke on behalf of Valiant. They are growing and preparing for the 17/18 projected enrollment. Enrollment is at 250.

10. Citizen Input: None

B. Board Input- Cindy White wanted to thank Mark Zacovic for being present on Monday for the Principal interviews. Heather Griffiths is the new principal. Nancy Hauer stated that Heather has jumped in right away and has been introduced to staff. Christina Becker spoke about how she loves all the work that has been done at the school. She stated how nice the new air conditioners are and the security camera's that were put in place.

V. Routine Action Items A-C:

Mark Zacovic made a motion to approve the routine action items and Karl Becker seconded the motion. Christina mentioned a small detail that had to be corrected in the minutes. Vote as follows with the exception that the minutes be amended.

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

VI. Information & Proposals:

A. Correspondence: None

B. Report, Information, and Presentations

1. Budget Report: Anna spoke about how the fund balance listing is healthy. No movement except for interest. All lighting and Air Conditioning is done. Smoke detectors still need to get hooked up. West Coast Air is adding duct covers. They had a problem with the thermostats but, worked it out. A resident building a property on Quail Haven came in today to make a payment for developer fees.

2. State School Building Report: None

3. Principal's Report: Heather Griffiths was in attendance and is looking forward to working with everyone. Her family was eager to see the school so, they stopped by today to take a tour.

4. Summer Maintenance Report: Covered in the Budget Report.

5. Enrollment: Nancy Hauer stated that enrollment is at 163 which is up from what it was last year at this time.

C. Discussion: Christina Becker wanted to thank Anna Buxbaum for all the work she did getting information about fencing. Anna stated that she had thought the fencing was for the back part of the campus for protection and did not realize that they had wanted in the front. Cindy White said that they want to have curb appeal in the front since our fencing now is so outdated. Christina Becker said she does not like people walking through the campus. That there should be a fence between the neighbors and the school. Need options that look

professional. Mark Zacovic asked if it would be ok to get quotes and ideas for fencing. Anna said she will do another diagram and will send to everyone to look at and put in their input. Will get in contact with contractors for proposals. They will need to get 3 proposals due to the bidding process. The Board asked Anna to get information about an automated bus gate. Also, need to look into getting a new marquee that will draw attention to and advertise the school.

VII. Action Items

A. Public Hearings

1. Disclosure of Collective Bargaining Agreement between Dehesa School District and California School Employees Association Dehesa Chapter #663.

2. Disclosure of Collective Bargaining Agreement between Dehesa School District and the Dehesa Teachers Association.

Karl Becker made the motion to approve the items in 1 & 2 above. Seconded by Mark Zacovic. Discussion that there needs to be an amendment to the wording in the Source of Funding for Proposed Agreement in both Collective Bargaining Agreements. Vote as follows to approve with the amendments:

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

B. Old Business- None

C. New Business

2. Midas Agreement for Software License: Mark Zacovic made a motion to approve the Midas Agreement for Software License. Seconded by Karl Becker. Vote as follows:

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

3. Energy Coalition Project Addendum No. 2: Christina Becker made a motion to approve the Energy Coalition Project Addendum No. 2. Seconded by Mark Zacovic. Vote as follows:

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

4. Tentative Agreement between Dehesa School District and California School

Employees Association Dehesa Chapter #663: Karl Becker made a motion to approve the Tentative Agreement between Dehesa School District and California School Employees Association Dehesa Chapter #663. Seconded by Christina Becker.

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

5. Tentative Agreement between Dehesa School District and the Dehesa Teachers

Association: Mark Zacovic made a motion to approve the Tentative Agreement between Dehesa School District and the Dehesa Teachers Association. Seconded by Christina Becker. Vote as follows:

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

6. Budget Revisions: Karl Becker made a motion to approve the Budget Revisions. Seconded by Mark Zacovic. Vote as follows:

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

D. Negotiation- None

E. Board Policies

1. Updated Board Policies Sections 1000, 2000, and 6000: Board Policies section 1000 is tabled until next meeting. Karl Becker made a motion to approve Board Policies sections 2000 and 6000. Seconded by Mark Zacovic. Discussion how the parts that say principal/superintendent need to be changed to just superintendent. Vote as follows with the change of wording from principal/superintendent to superintendent:

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

**F. Personnel-
Classified:**

1. **Hire 1 3.75 hour instructional assistant.**

Certified:

1. **Accept the resignation of a special education teacher.**
2. **Hire a special education teacher**

Administration:

1. **Accept the resignation of Principal effective August 18, 2017**
2. **Hire a Principal effective August 17, 2017**
3. **The Superintendent's Contract—Effective July 1, 2017 - June 30, 2020.**
4. **The Principal's Contract—Effective August 17, 2017 – June 30, 2018.**

Karl Becker made a motion to approve all above listed personnel except for the hiring of a special education teacher. Seconded by Christina Becker. Nancy Hauer explained how they had interviews for a special education teacher however, the candidate that was chosen ended up accepting a job at another district due to pay. Nancy mentioned that they are looking into doing an internship.

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

VIII. Advance Planning

A. Next Meeting - Scheduled for September 14, 2017. Closed Session at 6:00 pm. Open Session at 7:00 pm.

B. Agenda Items- None

C. Future Meeting – Regular Board Meeting- October 12, 2017. Closed Session at 4:00 pm. Open Session at 5:00 pm.

IX. Adjournment: President Cindy White adjourned the meeting at 8:10 pm.

Respectfully submitted by:

Approved by:

Deborah Cagney
Administrative Secretary

Christina Becker
Clerk of the Board

DEHESA SCHOOL DISTRICT

Open Purchase Orders for 2017-2018

DATE	PO NUMBER	VENDOR	Description	AMOUNT NOT TO EXCEED	BUDGET CATEGORY
08/15/17	7362	Cajon Valley	Vehicle Maintenance	\$ 25,000.00	General - Transportation
08/15/17	7363	Aardvark	Quarterly Spraying	\$ 2,500.00	General - Routine Restr. Maintenance
08/15/17	7364	Lynn's Locksmith	Key Replacement/Duplication	\$ 400.00	General - Operations
08/15/17	7365	NVLS Prof Services	E-Rate Consulting	\$ 2,500.00	General - District Administration
08/15/17	7366	Vista Hill	Counseling Special Ed.	\$ 16,200.00	Special Education
08/15/17	7367	A-1 Live Scan	Finger-Printing	\$ 350.00	General - School Administration
08/15/17	7368	Otay Water	Monthly Water Bill	\$ 4,600.00	General - Operations
08/15/17	7369	Tyco	Quarterly Alarm Services	\$ 2,695.00	General - Operations
08/15/17	7370	Extended Student Services	ESS	\$ 540.00	Student Care
08/15/17	7371	Fed Ex	Shipping	\$ 350.00	General - School Administration
08/15/17	7372	Hatch & Cesario	Legal Serv.	\$ 1,000.00	General - Legal
08/15/17	7373	Girard & Edwards	Legal Serv.	\$ 65,000.00	General - Legal
08/15/17	7374	Environmental Law Varco	Legal Serv.	\$ 3,000.00	Capital Facilities - Legal
08/15/17	7375	AUSD	Nutrition Services	\$ 42,000.00	Cafeteria
08/15/17	7376	Sycuan	P.E./Golf	\$ 13,500.00	General - Instruction
08/15/17	7377	Hollandia	Milk/Nutrition	\$ 14,500.00	Cafeteria
08/15/17	7378	Cal-Net 3 AT&T	Phone Services	\$ 850.00	General - District Administration
08/15/17	7379	State of CA Dept of Justice	Finger Printing	\$ 750.00	General - School Administration
08/15/17	7380	SDG&E	Gas & Electric Bill	\$ 58,835.00	General - District Administration
08/15/17	7381	San Diego County Speech	Speech Services	\$ 25,000.00	Special Education
08/15/17	7382	Home Depot	Maint. Supplies	\$ 6,800.00	General - Routine Restr. Maintenance
08/15/17	7383	Xerox	Copiers Contract/Overage	\$ 14,000.00	General - School Administration
08/15/17	7384	Waste Management	Trash Services	3,000.00	General - Operations
TOTAL				\$ 303,370.00	

**DEHESA SCHOOL DISTRICT
PURCHASE ORDERS AUGUST 2017**

DATE	PO NUMBER	VENDOR	Description	AMOUNT	BUDGET CATEGORY
08/04/17	7347	Amazon	Books /Teachers	\$ 30.14	General - Instruction
08/04/17	7348	Live Scan	Subs Fingerprinting	\$ 38.00	General - School Administration
08/04/17	7349	STS	Computer Replacement Screen	\$ 90.41	General - Instruction
08/04/17	7350	Amazon	Books 7th Grade	\$ 471.25	General - Instruction
08/04/17	7351	Follett	Books 8th Grade	\$ 604.75	General - Instruction
08/07/17	7352	No Excuses University	Planners Grades 4-8	\$ 460.10	General - Instruction
08/09/17	7353	Adobe	Acrobat Pro - Bus. Mgr and Confidential Sec.	\$ 359.76	General - School Administration
08/11/17	7354	Amazon	Bulletin Boards/Campus	\$ 98.10	General - School Administration
08/11/17	7355	A-Discount Vac	Replacement Part for Vacuum	\$ 85.66	General - Operations
08/11/17	7356	SDCOE	Brandy Training	\$ 50.00	General - Professional Development
08/11/17	7357	SDCOE	Brandy Training	\$ 25.00	General - Professional Development
08/11/17	7358	Edupoint	Synergy Training (Brandy)	\$ 475.00	General - Professional Development
08/11/17	7359	Lynn's Lock	Duplicate Keys	\$ 25.87	General - Operations
08/14/17	7360	Corodata	Paper Shredding	\$ 93.87	General - School Administration
08/14/17	7361	ACCO	Laminating Film	\$ 116.49	General - Instruction
08/15/17	7385	Breakout Edu.	Staff Development Resource	\$ 125.00	General - Professional Development
08/16/17	7387	Amazon	Replacement Computer Screen (middle school)	\$ 43.62	General - Instruction
08/16/17	7388	Amazon	Laminate Film	\$ 49.85	General - Instruction
08/17/17	7389	Learning.com	Curriculum Digital and Coding	\$ 820.00	General - Instruction
08/21/17	7390	Amazon	AUX Cable (Kinder Room)	\$ 7.59	General - School Administration
08/21/17	7391	SDCOE	Annual Summit on Attendance (Training Brandy)	\$ 50.00	General - Professional Development
08/21/17	7392	ESGI	Kindergarten Assessments	\$ 199.00	General - Instruction
08/22/17	7393	Follett	Books (Class Set 5th grade)	\$ 204.96	General - Instruction
08/23/17	7394	Oriental Trading	Bookmarks (Library)	\$ 16.95	General - Instruction
08/23/17	7395	School Specialty	Supplies (Scissors, Paperclips, Manilla folders)	\$ 99.57	General - Instruction
08/23/17	7396	Waxie	Janitorial Supplies	\$ 1,424.22	General - Operations
08/24/17	7397	SDCOE	Business Cards (Heather Griffiths)	\$ 26.10	General - School Administration
08/24/17	7398	Amazon	Computer Battery (Nancy's Computer)	\$ 24.50	General - School Administration
08/24/17	7399	Home Depot	Exit Signs for Library	\$ 35.06	General - School Administration
08/24/17	7400	Meridian	Planners (2nd Grade)	\$ 90.91	General - Instruction
08/25/17	7401	Time for Kids	Magazines	\$ 189.00	General - Instruction
08/25/17	7402	Data Management	E-Visitor Software renewal, Badges	\$ 404.00	General - School Administration
08/25/17	7403	Dell Awards	Name Plate for Heather Griffiths	\$ 14.70	General - School Administration
08/29/17	7404	Dell Awards	Door name plates (Heather and Anna)	\$ 21.16	General - School Administration
TOTAL				\$ 6,870.59	



August 24, 2017

Via Federal Express: 7700 7165 7118

Dehesa Elementary School District
Nancy Hauer, Superintendent
Cindy White, President
Karl Becker, Vice President
Christina Becker, Clerk
Mark Zacovic
Vincent Blanco, Jr.
4612 Dehesa Road
El Cajon, CA 92019

Re: Application and Certification Under the New Dashboard Alternative Schools Status (DASS),
formerly Alternative Schools Accountability Model (ASAM)

Dear Board Members:

Diego Hills Public Charter ("Charter School") is currently designated as an Alternative Schools Accountability Model ("ASAM") charter school. The Charter School is authorized to serve K-12 grade students, and primarily serves 9-12 grade students who are high-risk and recovered drop-outs with a high percentage of socioeconomically disadvantaged, English Learner, and students with disabilities, with an average student age of 17 years or older. A typical student is approximately one or more semesters credit deficient upon enrollment at the Charter School. Thus, for many students, this Charter School is their only opportunity to change their direction and continue their education.

HISTORY OF ASAM

The California Department of Education ("CDE") recognizes the at-risk student population has an extremely high turnover rate and that schools can potentially serve an entirely new group of students every 12 months due to the recovery model. The CDE, in conjunction with the PSAA Subcommittee on Alternative Accountability, developed the ASAM in 2000 for schools (both charter and non-charter) serving high-risk pupils.

To be ASAM eligible, at least 70 percent of the school's total enrollment must be comprised of high-risk groups. The high-risk groups include the following:

- Expelled (*EC* Section 48925 [b]) including situations in which enforcement of the expulsion order was suspended (*EC* Section 48917)
- Suspended (*EC* Section 48925 [d]) more than 10 days in a school year
- Wards of the court (*WIC* Section 601 or 602) or dependents of the court (*WIC* Section 300 or 654)

- Pregnant and/or Parenting
- Recovered Dropouts
- Habitually Truant (*EC* Section 48262) or Habitually Insubordinate and Disorderly whose attendance at the school is directed by a school attendance review board or probation officer (*EC* Section 48263)
- Retained more than once in kindergarten through grade eight

The Charter School met these requirements and received ASAM designation through the onetime application process 2009-10, which included approval by the Dehesa Elementary School District governing board and submission and approval of the ASAM application by the CDE.

NEW CALIFORNIA SCHOOL DASHBOARD ALTERNATIVE SCHOOL STATUS APPLICATION PROCESS

The State Board of Education (“SBE”) approved criteria for defining alternative schools in the new accountability system at their meeting on July 12, 2017. This criteria replaces the former ASAM application process and, among other things, requires charter schools that qualified under the former ASAM process to complete an application and certification process to receive California School Dashboard (“Dashboard”) Alternative School Status (“DASS”) every three years.

Criteria and Application Process for the California School Dashboard Alternative School Status

At their July 2017 meeting, the SBE adopted new criteria which defines “alternative schools” in the Dashboard. Alternative schools of choice and charter schools serving high-risk students will need to apply to be considered an alternative school in the new system.

Charter schools **must apply and certify that they qualify** for alternative status. If approved, these schools will not receive a Fall 2017 Dashboard, and will automatically be held accountable for meeting the standards that are currently in development for the alternative indicators planned for the Fall 2018 Dashboard release. The completed forms and required attachments are due to the DASS Team at the CDE no later than October 6, 2017.

To qualify for DASS, charter schools must meet the SBE-approved criteria that at least 70 percent of their enrollment (upon first entry to the school) is comprised of high-risk students (refer to attachment, “DASS Application Part 1”) and obtain approval from the charter school board certifying the school’s enrollment meets the DASS criteria as an agenda item (refer to attachment, “DASS Certification Part 2”).

The definition of high-risk student groups as approved by the SBE at their July 2017, meeting is:

- Expelled (*EC* Section 48925[b]), including situations in which enforcement of the expulsion order was suspended (*EC* Section 48917)
- Suspended (*EC* Section 48925[d]) more than 10 days in a school year
- Wards of the court (*Welfare and Institution Code [WIC]* Section 601 or 602) or dependents of the court (*WIC* Section 300 or 654)
- Pregnant and/or Parenting
- Recovered Dropouts, as defined in *EC* Section 52052.3(b), as students who: (1) are designated as dropouts pursuant to the exit and withdraw codes in the California Longitudinal Pupil

Achievement Data System (CALPADS), or (2) left school and were not enrolled in a school for a period of 180 days

- Habitually Truant (*EC* Section 48262) or Habitually Insubordinate and Disorderly whose attendance at the school is directed by a school attendance review board or probation officer (*EC* Section 48263)
- Retained more than once in kindergarten through grade eight
- Credit deficient (i.e., students who are one semester or more behind in the credits required to graduate on-time, per grade level, from the enrolling school's credit requirements)
- Gap in enrollment (i.e., students who have not been in any school during the 45 days prior to enrollment in the current school, where the 45 days does not include non-instructional days such as summer break, holiday break, off-track, and other days when a school is closed)
- High level transiency (i.e., students who have been enrolled in more than two schools during the past academic year or have changed secondary schools more than two times since entering high school)
- Foster Youth (*EC* Section 42238.01[b])
- Homeless Youth
- Emotionally disturbed students (Title 34, *Code of Federal Regulations* Section 300.7[c][4])

Diego Hills has met the SBE-approved criteria with 83.8% of their population comprised of high-risk students (refer to attachment, "DASS Application Part 1").

On August 23, 2017, the Charter School Board approved and certified the Charter School's DASS application (see attached Board agenda). The Charter School will send all required forms and attachments to the DASS Team at the CDE prior to October 6, 2017.

Should you have any questions, please contact me directly at (562) 413-4342.

Sincerely,



William Toomey
Chief Academic Officer

cc: Kevin Ogden, Diego Hills Public Charter School

[Accessible Version](#)



School Status Form

Dashboard Alternative School Status Participation/Withdrawal Form for Alternative School of Choice and Charter School

Analysis Measurement, and Accountability Reporting Division (AMARD)

Alternative schools of choice and charter schools must complete Parts 1 and 2 of the Dashboard Alternative School Status (DASS) application process to participate as an alternative school in California's new accountability system. Part 1 is an on-line survey which requests school contact information and the percent of students served at the school site by high-risk student group category as determined by the eligibility criteria adopted by the State Board of Education (SBE) in July 2017. Part 2 is the submission of supporting documents and a hard-copy of the Eligibility Certification form that confirms the school enrollment consists of at least 70 percent of high-risk student groups.

Information about the DASS application process, terms of participation, and Part 2 of the application are available on the California Department of Education (CDE) DASS Web page at <http://www.cde.ca.gov/ta/ac/dass.asp>.

This survey also allows schools automatically considered alternative pursuant to California *Education Code (EC)* Section 52052(g) to withdraw from DASS. Schools that complete Part 1 and select withdrawal from DASS will be ineligible for participation in DASS for three years.

The deadline for submitting Parts 1 and 2 of the DASS to be integrated in the Fall 2017 California School Dashboard release is October 6, 2017.

For Questions: DASS TEAM |E-mail: dass@cde.ca.gov|Telephone: 916-319-0863

Instructions: Unless marked optional, all fields must be completed.

1. **School Type** (check one):

Alternative School of Choice

Charter School

2. **School Information**

County-District-School
(CDS) Code (No hyphens or spaces)

County Name	<input type="text" value="San Diego"/>
District Name	<input type="text" value="Dehesa Elementary"/>
School Name	<input type="text" value="Diego Hills Charter"/>

If you do not know the CDS Code for your school, look it up using the [CDE School Directory](#).

3. **DASS Coordinator**

First Name	<input type="text" value="William"/>
Last Name	<input type="text" value="Toomey"/>
Job Title	<input type="text" value="Chief Academic Officer"/>
E-mail Address	<input type="text" value="BToomey@learn4life.org"/>
Phone Number (999-999-9999)	<input type="text" value="661-272-1225"/>

4. **Select whether you are applying to become an alternative school under DASS or whether you would like to withdraw from DASS.**

DASS Application

DASS Withdrawal

[Accessible Version](#)

School Status Form

5. Percent of Students Served by Eligibility

Note: The percent of students served must be calculated based on unduplicated counts and status upon first entry to the school. Please count each student **once** and only in **one** category. The total percent of students must be at least 70 percent to be eligible for DASS. Enter a number for each field even if the number is zero.

a) **Expelled** (EC Section 48925[b] including situations in which enforcement of the expulsion order was suspended (EC 48917))

b) **Suspended** (EC Section 48925[d]) more than 10 days in a school year

c) **Wards of the Court** (WIC Section 601 or 602) or dependents of the court (WIC Section 300 or 654)

d) **Pregnant and/or Parenting**

e) **Recovered Dropouts** – SBE define recovered dropouts based on EC Section 52052.3(b) as students who: (1) are designated as dropouts pursuant to the exit and withdraw codes in the California Longitudinal Pupil Achievement Data System (CALPADS), or (2) left school and were not

enrolled in a school for a period of 180 days.

f) **Habitually Truant** (*EC* Section 48262) or **Habitually Insubordinate and Disorderly** whose attendance at the school is directed by a school attendance review board or probation officer (*EC* Section 48263)

3.0%

g) **Retained more than once in kindergarten through grade eight**

.8%

h) **Students who are credit deficient** (i.e., students who are one semester or more behind in the credits required to graduate on-time, per grade level, from the enrolling school's credit requirements)

35.7%

i) **Students with a gap in enrollment** (i.e., students who have not been in any school during the 45 days prior to enrollment in the current school, where the 45 days does not include non-instructional days such as summer break, holiday break, off-track, and other days when a school is closed)

8.4%

j) **Students with high level transiency** (i.e., students who have been enrolled in more than two schools during the past academic year or have changed secondary schools more

32.3%

than two times since entering high school)

k) **Foster Youth (EC Section 42238.01[b])**

l) **Homeless Youth**

m) **Emotionally disturbed students** (Title 34, Code of Federal Regulations Section 300.7[c][4]) *(Please select next tab in order to automatically calculate the total percent.)*

Total Percent (The total percent of students must be at least 70 percent to be eligible for DASS and cannot exceed 100 percent)

Once you select the **Submit** button below, your DASS Form will be sent to the DASS Team at the CDE and you will be redirected to the DASS Web page and Part 2 of the process.

**Dashboard Alternative School Status (DASS)
Eligibility Certification**

This Certification Covers a Three-Year Period

School Type (*check one*): Alternative School of Choice Charter School

School Information

37 68049 0119990

County-District-School (CDS) Code

Diego Hills Charter

School Name

San Diego

County Name

Dehesa Elementary

District Name

DASS Coordinator

William Toomey

Coordinator's Name

661-272-1225

Area Code and Phone Number

Chief Academic Officer

Title

BToomey@learn4life.org

E-mail Address

Signatures of Certification

The undersigned, hereby certify that the percentages of high-risk students stated on the DASS Participation Form are true and correct.

Lindsay Reese

School Principal's Name

Signature and Date Certified


Kevin Ogden

Superintendent's or
Charter School Administrator's Name

Signature and Date Certified

Chris Sjodin

Board President's Name

 8/23/17
Signature and Date Certified

Note: This form and all supporting documents must be submitted to CDE for DASS Participation.



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

August 28, 2017

Dear County and District Superintendents and Charter School Administrators:

RESCHEDULED PUBLIC RELEASE OF 2016–17 CAASPP SUMMARY RESULTS

In order to ensure that the data presented through the 2017 California Assessment of Student Performance and Progress (CAASPP) Public Reporting Web site reflects the most complete and accurate information, the California Department of Education (CDE) will be rescheduling the public release of the updated aggregate CAASPP results.

Once the new release date is finalized, the information will be provided to local educational agencies (LEAs) along with details and timeline for accessing the embargoed Web site. LEAs will have an opportunity, prior to the public release, to review the state, county, district, and/or school CAASPP reports to verify that the anticipated results are displayed and that all schools in the LEA are included.

If you have any questions regarding this information, please contact the CAASPP Office by phone at 916-445-8765 or by e-mail at caaspp@cde.ca.gov.

Sincerely,

/s/

Keric Ashley, Deputy Superintendent
Performance, Planning, and Technology Branch

KA:cp

cc: LEA CAASPP Coordinators



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

September 1, 2017

Jessica Venezia, Director
MethodSchools Charter School
4612 Dehesa Rd
Murietta, CA 92562-9024

Dear Director Venezia:

**MAINTENANCE OF EFFORT REQUIREMENT OF THE
ELEMENTARY AND SECONDARY EDUCATION ACT OF 1965
FISCAL YEAR 2017–18**

This is to advise you that MethodSchools Charter School failed the maintenance of effort (MOE) requirement established in Section 8521 of the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act. The MOE requirement applies to the following covered programs: Title I, Parts A and D; Title II, Part A; Title III, Part A; Title IV, Part B; and Title V, Part B, Subpart 2.

The MOE requirement provides that a local educational agency (LEA) may receive its full allocation of the ESEA funds for covered programs for a particular fiscal year only if:

- The State Educational Agency (SEA) finds that the LEA's expenditures for public education paid from state and local funds for the preceding fiscal year, in the aggregate or on a per-pupil basis, are not less than 90 percent of the expenditures for the second preceding fiscal year, and
- The LEA met these same requirements in each of the five immediately preceding fiscal years.

No reductions will be made against your LEA's allocations at this time. However, if your LEA fails the MOE requirement in one or more of the next five years, the California Department of Education (CDE) will reduce your LEA's allocations in the exact proportion by which the expenditures are below the 90 percent level, using the ratio that is the most favorable to the LEA. A copy of the relevant section of the law is enclosed.

The CDE recommends that your LEA carefully monitor its expenditures to ensure compliance with the MOE requirement. The CDE annually verifies the MOE compliance by using the Standardized Account Code Structure (SACS) expenditure and other fiscal data submitted by LEAs to the CDE pursuant to California *Education Code* Section 42100. To verify compliance applicable to 2017–18 allocations, the CDE compared the MOE expenditures for 2015–16 with those for 2014–15, in the aggregate and on a per-pupil basis. Your LEA's level of effort for

Jessica Venezia, Director
September 1, 2017
Page 2

2015–16 was found to be below the required level by the following ratios, a copy of this calculation is also enclosed:

Aggregate Ratio: 0.2272
Per-Pupil Ratio: 0.3434

If the annual financial audits of fiscal years 2014–15 or 2015–16 resulted in adjustments to the expenditures or other data affecting the MOE, and those adjustments are not reflected in the SACS data already submitted to the CDE, you may submit those adjustments, with explanation and supporting documentation, to:

Julie Brucklacher
Financial Accountability and Information Services Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814

Please submit adjustments by **January 15, 2018**. The CDE will review them and, as appropriate, recalculate the MOE requirement using the revised figures.

For additional information, please refer to the United States Department of Education fiscal guidance at <https://www2.ed.gov/policy/elsec/leg/essa/essaguidance160477.pdf>.

For questions regarding the MOE calculation, please contact Julie Brucklacher by phone at 916-327-0858 or by e-mail at jbruckla@cde.ca.gov. For questions regarding the MOE requirement in general, please contact Victoria Pluim by phone at 916-324-4533 or by e-mail at vpluim@cde.ca.gov.

Sincerely,



Caryn Moore, Director
School Fiscal Services Division

CM:vp
Enclosures

cc: Nancy Hauer, Superintendent, Dehesa Elementary
Dr. Paul Gothold, County Superintendent of Schools, San Diego County Office of
Education

(c) **RULE OF CONSTRUCTION ON PROHIBITION OF FEDERAL CONTROL OVER NONPUBLIC SCHOOLS.**—Nothing in this Act shall be construed to permit, allow, encourage, or authorize any Federal control over any aspect of any private, religious, or home school, whether or not a home school is treated as a private school or home school under State law. This section shall not be construed to bar private, religious, or home schools from participation in programs or services under this Act.

(d) **RULE OF CONSTRUCTION ON STATE AND LOCAL EDUCATIONAL AGENCY MANDATES.**—Nothing in this Act shall be construed to require any State educational agency or local educational agency that receives funds under this Act to mandate, direct, or control the curriculum of a private or home school, regardless of whether or not a home school is treated as a private school under state law, nor shall any funds under this Act be used for this purpose.

Subpart 2—Other Provisions

SEC. 8521. [20 U.S.C. 7901] MAINTENANCE OF EFFORT.

(a) **IN GENERAL.**—A local educational agency may receive funds under a covered program for any fiscal year only if the State educational agency finds that either the combined fiscal effort per student or the aggregate expenditures of the agency and the State with respect to the provision of free public education by the agency for the preceding fiscal year was not less than 90 percent of the combined fiscal effort or aggregate expenditures for the second preceding fiscal year, subject to the requirements of subsection (b).

(b) **REDUCTION IN CASE OF FAILURE TO MEET.**—

(1) **IN GENERAL.**—The State educational agency shall reduce the amount of the allocation of funds under a covered program in any fiscal year in the exact proportion by which a local educational agency fails to meet the requirement of subsection (a) of this section by falling below 90 percent of both the combined fiscal effort per student and aggregate expenditures (using the measure most favorable to the local agency), if such local educational agency has also failed to meet such requirement (as determined using the measure most favorable to the local agency) for 1 or more of the 5 immediately preceding fiscal years.

(2) **SPECIAL RULE.**—No such lesser amount shall be used for computing the effort required under subsection (a) of this section for subsequent years.

(c) **WAIVER.**—The Secretary may waive the requirements of this section if the Secretary determines that a waiver would be equitable due to—

(1) exceptional or uncontrollable circumstances, such as a natural disaster or a change in the organizational structure of the local educational agency; or

(2) a precipitous decline in the financial resources of the local educational agency.

California Department of Education
Maintenance of Effort Calculation

CDS #: 37-68049-0129221

LEA: MethodSchools

Funding Year: 2017-2018

	Col 1 State FY 2014-2015	Col 2 State FY 2015-2016
1. Total expenditures - all resources (state, federal and local)	1,047,864.75	695,241.19
Less all federal expenditures not allowed for MOE:	115,861.00	41,639.00
Subtotal	932,003.75	653,602.19
2. Less all state and local expenditures not allowed for MOE:		
1. Community Services	0.00	0.00
2. Capital Outlay	0.00	7,399.96
3. Debt Service	13,891.77	7,599.27
4. Other Transfers Out	0.00	0.00
5. Interfund Transfers Out	0.00	0.00
6. All Other Financing Uses	0.00	0.00
7. Nonagency	0.00	0.00
8. Tuition (revenue is used in lieu of expenditures to approximate costs for which tuition is spent)	0.00	0.00
9. PERS Reduction	0.00	0.00
10. Supplemental expenditures made as a result of a Presidentially declared disaster	0.00	0.00
Total state and local expenditures not allowed for MOE calculation	13,891.77	14,999.23
3. Plus additional MOE expenditures:		
1. Expenditures to cover deficits for food service	0.00	0.00
2. Expenditures to cover deficits for student body activities	0.00	0.00
3. Charter school adjustments	0.00	0.00
Total additional MOE expenditures	0.00	0.00
4. Total expenditures subject to MOE	918,111.98	638,602.96
5. Expenditure adjustments to 2016-2017 calculation (detail-page 3)	0.00	0.00
6. Expenditure adjustments to 2017-2018 calculation (detail-page 3)	0.00	0.00
7. Adjusted expenditures subject to MOE	918,111.98	638,602.96

California Department of Education
Maintenance of Effort Calculation

CDS #: 37-68049-0129221

LEA: MethodSchools

Funding Year: 2017-2018

Adjustment Detail

No adjustments

Requestor's Responsibility: Obtain Travel Approval, Pre-Register Yourself, Make All Travel Arrangements

DEHESA SCHOOL DISTRICT TRAVEL & CONFERENCE REQUEST FORM

DATE 8/11/2017

***COMPLETE ALL BLUE FIELDS**

EMPLOYEE NAME	EE ID #	POSITION	SUBSTITUTE REQUIRED:		FULL DAY(S)	1/2 DAY(S)	SUB COST
			Yes	No			
Brandy Kelley	514024	Admin Clerk	Yes		yes		

CONFERENCE / WORKSHOP / MEETING INFORMATION			
VENDOR/ORGANIZATION NAME	Edupoint		
TITLE	Synergy User Conference		
LOCATION	Anaheim, CA		
DESCRIPTION/BUSINESS PURPOSE	To have hands on training for our student database and to learn about new features.		
DATES	TO	1-Nov	FROM 3-Nov
OVERNIGHT STAY REQUIRED?	YES	yes	NO

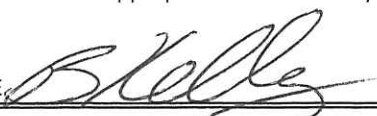
ESTIMATED EXPENSES	QTY	RATE	TOTAL
REGISTRATION FEE(S)	1	\$ 475.00	\$ 475.00
LODGING	2	\$ 183.00	\$ 366.00
TRANSPORTATION: AIRFARE, BUS, TRAIN	0		\$ -
MILEAGE (RATE PER MILE \$.56 AS OF 1/1/16)	131	\$ 0.56	
ENTER NUMBER OF MILES TO BE DRIVEN	262		\$ 146.72
CAB/TAXI, SHUTTLE, PARKING, OTHER	0		\$ -
MEALS			
BREAKFAST (\$7.00 PER DAY MAX)	0		\$ -
LUNCH (\$11.00 PER DAY MAX)	0		\$ -
DINNER (\$23.00 PER DAY MAX)	2		\$ 46.00
TOTAL			\$ 1,033.72

PLEASE ATTACH REGISTRATION INFORMATION

BUDGET	
BUDGET	

APPROVED BY (NAME):	
SUPERVISOR SIGNATURE	DATE

By signing below, I certify the requested travel is appropriate and necessary for conducting official District business, and agree to comply with Board Policy.

EMPLOYEE SIGNATURE:  DATE 9-8-17

SUPERINTENDENT SIGNATURE		DATE
--------------------------	--	------

DEHESA SCHOOL DISTRICT

To: Members of the Board
and Supt. Nancy Hauer

From: Anna Buxbaum
Business Manager

Subject: Monthly Budget Update

Meeting Date: September 14, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background:

At the October 20, 2011 Board Meeting, Members were asked about their preferences for monthly budget updates. Consensus was that a statement of fund balances and clear, concise updates on key issues would be preferred during months falling in-between major reports.

Report:

Attached are 1) Fund balances (Cash in County Treasury), 2) Construction expenditure reports for the Bond and Developer Fee Funds

Financial Impact:

N/A-Form Informational Purposes Only

Student Impact:

NA – For Informational Purposes Only

Recommendation:

NA – For Informational Purposes Only

Agenda Item #: VI.B.1

Dehesa School District

Fund Balances

(Cash in County Treasury as of September 5, 2017)

FUND	DESCRIPTION	BALANCE
01-00	GENERAL FUND	\$ 1,623,562.27
09-00	CHARTER SCHOOLS SPECIAL REVENUE FUND (FD 39)	\$ 129,809.91
12-06	CHILD DEVELOPMENT FUND	\$ 9,074.10
13-00	CAFETERIA SPECIAL REVENUE FUND	\$ 19,377.57
14-00	DEFERRED MAINTENANCE FUND	\$ 1,529.21
17-42	SPECIAL RESOURCE FUND (CHARTER OVERSIGHT)	\$ 992,815.32
20-00	SPECIAL RESERVE OPEB/RETIREE BENEFITS FUND	\$ 68,677.59
21-39	BUILDING FUND	\$ 240,592.55
25-19	CAPITAL FACILITIES/SB2068 FUND	\$ 15,276.19
40-00	SPECIAL RESERVES/CAPITAL PROJECTS	\$ 7,549.82
	GRAND TOTAL	\$ 3,108,264.53

Please note that cash balances in the General Fund fluctuate on a regular basis. This is a normal feature of the fluid budget/accounting process.

DEHESA SCHOOL DISTRICT
COMMERCIAL WARRANT LISTING
AUGUST 2017

Payment Date	Warrant ID	Vendor Name	Fund	Invoice	Object Descr	Inv Amount	Warrant Amt
8/2/2017	14291376	Girard, Edwards, Stevens & Tucker LLP	General Fund	June 2017- Charter Petitions	Legal Expense	1,456.00	1,456.00
8/2/2017	14291377	REVOLVING FUND	General Fund	March 2017	Materials And Supplies	260.00	
8/2/2017	14291377	REVOLVING FUND	General Fund	March 2017	Postage	98.00	
8/2/2017	14291377	REVOLVING FUND	General Fund	March 2017	Postage	25.11	
8/2/2017	14291377	REVOLVING FUND	General Fund	March 2017	Prof/Consult Srv&Operate Exp	439.00	
8/2/2017	14291377	REVOLVING FUND	General Fund	May 2017	Travel And Conferences	498.00	
8/2/2017	14291377	REVOLVING FUND	General Fund	March 2017	Travel And Conferences	12.00	
8/2/2017	14291377	REVOLVING FUND	General Fund	March 2017	Travel And Conferences	108.35	
8/2/2017	14291377	REVOLVING FUND	General Fund	May 2017	Materials And Supplies	100.18	
8/2/2017	14291377	REVOLVING FUND	General Fund	May 2017	Materials And Supplies	105.00	
8/2/2017	14291377	REVOLVING FUND	General Fund	May 2017	Materials And Supplies	25.90	
8/2/2017	14291377	REVOLVING FUND	General Fund	March 2017	Materials And Supplies	124.73	
8/2/2017	14291377	REVOLVING FUND	General Fund	March 2017	Materials And Supplies	67.71	
8/2/2017	14291377	REVOLVING FUND	General Fund	March 2017	Materials And Supplies	57.35	
8/2/2017	14291377	REVOLVING FUND	General Fund	March 2017	Materials And Supplies	11.98	
8/2/2017	14291377	REVOLVING FUND	General Fund	May 2017	Materials And Supplies	65.44	
8/2/2017	14291377	REVOLVING FUND	General Fund	May 2017	Materials And Supplies	16.67	2,015.42
8/2/2017	14291378	SAN DIEGO CTY SPEECH PATHOLOGY	General Fund	June 2017	Prof/Consult Srv&Operate Exp	937.50	937.50
8/2/2017	14291379	VISTA HILL	General Fund	June 2017	Prof/Consult Srv&Operate Exp	1,350.00	1,350.00
8/9/2017	14293788	No Excuses University	General Fund	2017-18 Planners	Materials And Supplies	460.10	460.10
8/29/2017	14300385	Diego Hills Charter School	General Fund	Refund Rent July 2017	Current Liabilities	2,000.00	2,000.00
8/31/2017	14301447	COMMUNITY MONTESSORI	General Fund	2016-17 In-Lieu_SpEd Q4 Pmt	Accounts Receivable	(20,110.55)	
8/31/2017	14301447	COMMUNITY MONTESSORI	General Fund	2016-17 In-Lieu_SpEd Q4 Pmt	Se Agreements, To Charters	89,239.41	
8/31/2017	14301447	COMMUNITY MONTESSORI	General Fund	2016-17 In-Lieu_SpEd Q4 Pmt	Accounts Receivable	221.05	69,349.91
8/31/2017	14301448	DEHESA CHARTER SCHOOL	General Fund	2016-17 In-Lieu_SpEd Q4	Accounts Receivable	(74,272.00)	
8/31/2017	14301448	DEHESA CHARTER SCHOOL	General Fund	2016-17 In-Lieu_SpEd Q4	Accounts Receivable	(1,626.79)	
8/31/2017	14301448	DEHESA CHARTER SCHOOL	General Fund	2016-17 In-Lieu_SpEd Q4	Se Agreements, To Charters	157,447.15	81,548.36
TOTAL							159,117.29

**Dehesa School District
Capital Facilities Funds 25-19**

8/31/2017

Current Year Project Activity			Revenue Amount
7/1/2017	Beginning Fund Balance		12,224.35
7/25/2017	Interest	2016-17 4th Qtr Interest	42.92
8/3/2017	Interest	2016-17 4th Qtr Interest - 2nd Distribution	3.20
8/23/2017	Developer Fees	Residential Developer Fees	3,005.72
Total			\$ 15,276.19
Payment Date	Service Provider	Services Performed	Expenditure Amount
TOTAL CURRENT YEAR EXPENSES			\$ -
TOTAL FUNDS AVAILABLE AS OF 8/31/2017			\$ 15,276.19

**Dehesa School District
Building Fund 21-39**

8/31/2017

Date			Revenue Amount
7/1/2017	Beginning Balance		\$239,752.25
7/25/2017	Interest	2016-17 4th Qtr Interest	\$781.94
8/3/2017	Interest	2016-17 4th Qtr Interest - 2nd Distribution	\$58.36
TOTAL			\$ 240,592.55
Payment Date	Service Provider	Services Performed	Expenditure Amount
TOTAL CURRENT YEAR EXPENSES			\$ -
TOTAL FUNDS AVAILABLE AS OF 8/31/2017			\$ 240,592.55

**DEHESA SCHOOL DISTRICT
DEVELOPER FEE REPORT
Fiscal Year 2017-18**

DATE	ADDRESS	RES	COM	SQUARE FEET	AMOUNT
08/10/17	14606 Quail Haven Ln	X		1,844	\$ 3,005.72
				TOTAL	\$ 3,005.72

Residential Rate \$ 1.63 Per Sq. Ft
Commercial Rate \$ 0.26 Per Sq. Ft

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Dehesa School Enrollment
as of September 14, 2017

- Meeting Date: September 14, 2017
- Action
 - First Reading
 - Information
 - Presentation
 - Public Hearing
 - Roll Call Vote Required
 - Discussion

Enrollment
Sept 14, 2017

By Grade Level

Kindergarten.....	18
1st Grade	17
2nd Grade	14
3rd Grade	14
4th Grade	16
5th Grade	23
6th Grade	14
7th	16
8th	13
	145

Enrollment
Sept 8, 2016

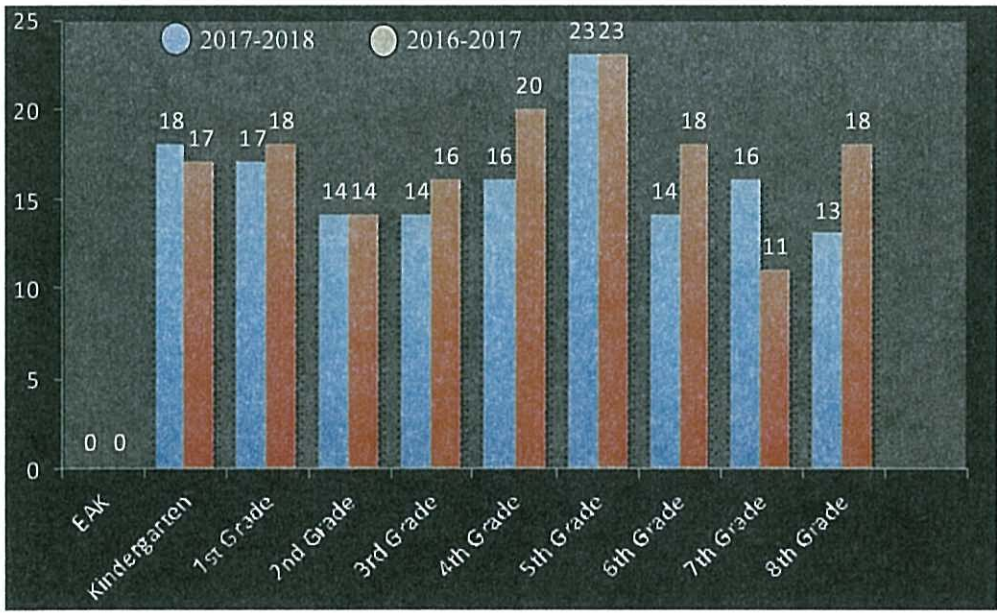
By Grade Level

Kindergarten	17
1st Grade	18
2nd Grade	14
3rd Grade.....	16
4th Grade	20
5th Grade	23
6th Grade	18
7th	11
8th	18
	155

Inter District
Transfers

Students who live in our
District but attend a
different school
22

Students who live in
another district but attend
our school
70



DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Petition for California Academy

Meeting Date: Sept 14, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background: At the previous Board meeting it was mentioned that Justin Schmitt, Director of Valiant Academy, came to the District to discuss his proposal to Open California Academy of Sports Science to meet the educational needs of student athletes. The petition was emailed to our school and shared with the Board.

Report: As per Ed. Code the Board must hold a Public Hearing on the provisions of the petition within thirty (30) days from the date of receipt. Following a review of the petition, and a public hearing, the Governing Board may either grant or deny the charter based upon the statutory elements contained in the Ed. Code. The petition is attached and Mr. Schmitt is present to answer any questions. The petition has also been reviewed by legal counsel, the Superintendent and the Business Manager.

Financial Impact: Dehesa School District will receive a 3% oversight fee.

Student Impact: California Academy of Sports Science will serve the needs of students who have complicated, rigorous training schedules and cannot attend traditional school. Their online program will assist athletes with their educational needs.

Recommendation: Administration recommends asking any clarifying questions before voting on this charter petition.

Agenda Item #:VII.A.1



California Academy of Sports Science

Presented To

**Superintendent
Dehesa School District
4612 Dehesa Rd.
El Cajon, CA 92019**

August 10, 2017

Initial Term: September 1, 2017 through June 30, 2022

TABLE OF CONTENTS

Affirmations/Assurances.....3
Introduction.....6
Founding Group..... 8
Element 1: Education Philosophy and Program9
Element 2: Measurable Student Outcomes34
Element 3: Methods of Measurement34
Element 4: Governance Structure44
Element 5: Employee Qualifications49
Element 6: Health and Safety Procedures.....67
Element 7: Racial and Ethnic Balance.....70
Element 8: Admissions Requirements71
Element 9: Independent Financial Audit73
Element 10: Suspension and Expulsion Procedures74
Element 11: Retirement Systems91
Element 12: Public School Attendance Alternatives92
Element 13: Employee Return Rights.....93
Element 14: Dispute Resolution94
Element 15: Public School Employer.....95
Element 16: Closure Procedures96
Miscellaneous Provisions.....98
Liability Impact on District.....100
Conclusion101
Appendices..... 102

AFFIRMATIONS/ASSURANCES

As the authorized lead petitioner, I hereby certify that the information submitted in this petition for a California public charter school to be named California Academy of Sports Science (CASS or the "Charter School"), and to be authorized by the Dehesa School District (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 will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessment tests 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)]
- California Academy of Sports Science shall be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(5)(O)]
- The Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all pupils who wish to attend the Charter School, and who submit a timely application, unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. 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. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). 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)-(C)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to the Individuals with Disabilities in Education

Improvement Act of 2004 (“IDEIA”), Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and Title II of the Americans with Disabilities Act of 1990 (“ADA”).

- The Charter School 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)]
- The Charter School 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(l)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School 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)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. California Education Code Section 47612.5(a)]
- The Charter School shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs. [Ref. California Education Code Section 47605(c)]
- The Charter School shall comply with any jurisdictional limitations to locations of its facilities. [Ref. California Education Code Sections 47605 and 47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. California Education Code Sections 47612(b), 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act.
- The Charter School shall comply with the Public Records Act.

- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall meet or exceed the legally required minimum of school days.
[Ref. Title 5 California Code of Regulations Section 11960]

Justin Schmitt, Principal

INTRODUCTION

In 1992, the California State Legislature passed the Charter Schools Act, creating the vehicle for parents and educators to collaborate on innovative educational opportunities for children throughout the state of California. Pursuant to Education Code Section 47601, charter schools were created as a method to accomplish all of the following:

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

California Academy of Sports Science fully embraces the Legislative intent of the Charter Schools Act and its mandate. The Charter School will provide students with a rigorous, college-preparatory education; one that couples the flexibility and individualized learning experience afforded by online instruction with a daily live class session designed to allow the students real-time interaction with their teacher and peer group and enable students to make connections in a larger context.

The Charter School will deliver excellence in education by:

- Hiring quality teachers for online instruction and providing them with extensive pre- and in-service professional development to ensure best practices are consistently applied across all subjects, grades and media.
- Utilizing an online model which has been built specifically to the online medium and, unlike many other online options, incorporates a variety of instructional methods to best suit the needs of individual learners including but not limited to, audio, animation, manipulatives and other activities designed to keep students more interested and engaged.
- Providing individualized learning opportunities for a wide range of students by tailoring programs to individuals' capabilities and needs – and offering an extensive selection of courses - including Advanced Placement Courses - for the high-school grades
- Producing quality measurable outcomes in areas including but not limited to: academic progress; student enrollment, attendance and retention; teacher professional development; and parent satisfaction.

- Operate as a K-12 charter school to serve students in San Diego County and adjacent counties.
- Complying with all State Education and will apply for WASC accreditation when eligible to apply. California Academy of Sports Science will also apply for AdvancED accreditation in the spring of 2018 and expects to be awarded candidacy status accreditation for a period of three years at which point the school will have an opportunity to earn full accreditation.

FOUNDING GROUP

The California State Board of Education, in its Model Application for Charter Schools, has stated that the founding group of a charter school should be able to present evidence that it and its members have the necessary background in the following areas:

- Curriculum, instruction and assessment;
- Finance, facilities and business management; and
- Organization, governance and administration.

The Founding Board is established as the initial entity to guide the application through the various stages of review and finally acceptance by the authorizer. The Governing Board of the Charter School, upon Charter approval, will transition to being the Charter School Board. The members below will be augmented by the addition of one (1) Board Member representing the interests of Dehesa School District as required in statute. The following founding board members provide the background and necessary expertise in the above areas to ensure the success of the school application and initial implementation:

Raymond Uzeta

Mr. Uzeta was born and raised in San Francisco and comes from a family of eight children. He attained a Bachelor's Degree in Social Work from the University of California Berkeley and a Master's Degree in Rehabilitation Administration from the University of San Francisco. He moved to San Diego in 1979.

Mr. Uzeta became involved in non-profit organizations in 1974 and has worked for five non-profits throughout California in various management positions. Since July of 1991, he has been the President/CEO of the Chicano Federation of San Diego County, which has been serving the community since 1969. Current services include child development, child nutrition, Head Start, housing development, and HIV research. When he started his position, the organization had a budget of \$550,000 and 18 employees. Today the Chicano Federation budget is over \$14 million; there are 60 full-time employees; and the Federation owns and manages 300 units of affordable housing, with a portfolio valued in excess of \$15 million.

In addition to his responsibilities at the Federation, Mr. Uzeta currently serves on the following non-profit boards: Nonprofit Management Solutions, Health Way of California, and the Vista Hill Foundation.

Robert Sikma

Mr. Sikma is the Director of Operations for field grounds at the University of Southern California. With his love of education comes also his love of sports, and he greatly enjoys his role at USC. He has been married for 20 years and has two children. He currently lives in Bellflower, California. Robert attend Loyola Law School, Los Angeles Occidental College, Los Angeles and received his Bachelor of Arts in Diplomacy and World Affairs, Cerritos College, Norwalk, CA.

Klarc Korver

Mr. Kortver is a community pastor in Paramount, California at Emmanuel Reformed Church. He received a Master of Divinity from Azusa Pacific Seminary in Azusa, CA and a B.A. in History Education from Northwestern College in Orange City, IA. He has been married for 8 years and has two beautiful children. Klarc comes from a very athletic family. He played basketball at the college level and he has several other members of his family who are professional athletes.

Eric Johnson

Mr. Johnson is an attorney that specializes in charter school law, governance facilities and finance development for charter schools. He also works in the charter school finance field, working with school on bond financing and other operational matters.

Robert Williams, C.P.A.

Robert is a member of the Society of Certified Public Accountants and is registered with the State of California Department of Consumer Affairs Board of Accountants and is licensed to practice in the state of California. Robert has been a CPA in the practice of public accounting since May 1989. Mr. William's firm, Williams Accountancy Corporation, specializes in accounting and auditing of nonprofit corporations. During this time the aggregate funding base of his clients from federal, state, county, city, local, charitable organizations and other educational and/or charitable foundations has been in excess of \$1 billion. During the past ten years Mr. Williams has been the managing partner or has personally audited well over a hundred 501(c)3 organizations.

ELEMENT 1: EDUCATIONAL PHILOSOPHY AND PROGRAM

Governing Law: 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 pupils to become self-motivated, competent, and lifelong learners.--California Education Code Section 47605(b)(5)(A)(i).

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

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)(iii).

Mission Statement

The Mission of California Academy of Sports Science is to provide K-12 students a rigorous online academic program designed to utilize the best aspects of both synchronous and asynchronous instruction, featuring world-class content and college preparatory skill building. Through compelling inquiry-based learning, California Academy of Sports Science will instill in students intellectual curiosity and a sense of their unique purpose and strengths.

Unlike many of today's online learning options, the California Academy of Sports Science model is built specifically to the online medium and incorporates audio, animation and images to keep students more interested and engaged. It is designed to capitalize on the best opportunities that the online venue has to offer for both synchronous and asynchronous learning. It is capable of supporting the academic needs of a wide range of students, and it provides excellent support for English Learners by combining words and images, as well as audio and visual content.

Overall, California Academy of Sports Science envisions a learning experience that combines the best of online learning with its capacity for individualized self-paced instruction, featuring an innovative, interactive curriculum.

Educational Philosophy

Who the School is attempting to educate:

The Charter School will serve approximately 175 students in grades K-12 during the first year, with an anticipated growth to 750 students by year five. Our educational program is based on the instructional needs of our target student profile.

Our target student profile is not limited to any particular demographic. Instead, the Charter School is designed and organized to serve students and families who have chosen an online classroom setting for any of the following reasons, or other reasons relevant to the individual:

- Individuals who are self-directed and choose a wider range of academic options.
- Students of all ability levels seeking additional academic and learning opportunities.
- Family relationships, personal beliefs and values, and families who prefer to home school.
- Scheduling (i.e. sports, drama, extracurricular activities).
- High-risk/at-risk for successfully achieving high school graduation or equivalency.
- Health reasons prohibit them from attending normal classroom programs

- Students who wish to excel in the area of sports and related sport oriented businesses

In education, one size does not fit all and the Charter School is dedicated to providing students and families with an online learning environment that can meet individual students' unique needs. The goal of the Charter School is to create a school that enables all of its students to becoming self-motivated, competent, lifelong learners. California Academy of Sports Science provides a rich, rigor filled, technology focused, tuition-free public education, with accelerated pacing towards completion of a high school diploma with online curriculum content and classes—all day, every day 24-7

Online education in particular is growing in importance. Usage of computers has become commonplace in all lines of work. Weak economic conditions and growing opportunities for telecommuting find more parents at home. Shortages of teachers, particularly in key subjects such as science and math, limit classroom-based learning opportunities.

The report “Changing Course: Ten Years of Tracking Online Education in the United States”¹ provides the following overview of national trends:

The 2012 Survey of Online Learning conducted by the Babson Survey Research Group reveals the number of students taking at least one online course has not surpassed 6.7 million. Higher education adoption of Massive Open Online Courses remains low, with most institutions still on the sidelines.

“The rate of growth in online enrollments remains extremely robust, even as overall higher education enrollments have shown a decline,” said study co-author Jeff Seaman, Co-Director of the Babson Survey Research Group. “Institutional opinions on MOOCs are mixed,” added coauthor I. Elaine Allen. “Some praise them for their ability to learn about online pedagogy and attract new students, but concerns remain about whether they are a sustainable method for offering courses.”

Todd Hitchcock, Senior Vice President of Online Solutions, Pearson Learning Solutions, stated, “Learning is no longer limited to four walls – learning can happen anywhere – and it already is happening everywhere, everyday. The growth of online learning underscores this need for quality, flexible education programs that meet the demands of our 21st-century workforce.”

Frank Mayadas, Senior Advisor to the Alfred P. Sloan Foundation and founding President of the Sloan Consortium noted, “As in past years, the survey demonstrates the continuing robust growth in a wide range of institutions. It underscores the importance of online learning in higher education in the U.S. What a remarkable ten year period the survey has captured.”

Key report findings include:

- Over 6.7 million students were taking at least one online course during the fall 2011 term, an increase of 570,000 students over the previous year.
- Thirty-two percent of higher education students now take at least one course online.

¹ Allen, I.E. and Seaman, J. (2013). **Changing Course: Ten Years of Tracking Online Education in the United States**. Available: <http://www.onlinelearningsurvey.com/reports/changingcourse.pdf>
California Academy of Sports Science

- Only 2.6 percent of higher education institutions currently have a MOOC (Massive Open Online Course), another 9.4 percent report MOOCs are in the planning stages.
- Academic leaders remain unconvinced that MOOCs represent a sustainable method for offering online courses, but do believe they provide an important means for institutions to learn about online pedagogy.
- Seventy-seven percent of academic leaders rate the learning outcomes in online education as the same or superior to those in face-to-face classes.
- The proportion of chief academic officers who believe their faculty accepts the value and legitimacy of online education has not increased – it now stands at only 30.2 percent.
- The proportion of chief academic leaders who say online learning is critical to their longterm strategy is at a new high of 69.1 percent.
- The perception of a majority of chief academic officers at all types of institutions is lower retention rates for online courses remain a barrier to the growth of online instruction.

As a public online charter school, the California Academy of Sports Science is open to students from Dehesa School District, San Diego County, and adjacent counties.

How Learning Best Occurs

Learning best occurs when the teachers are well prepared, best practices are employed, the students are engaged, and the lessons suit individual needs.

The Charter School’s educational approach features an innovative curriculum, a high degree of connectivity and personalized attention, intensive teacher training and inquiry-based student-centered learning. Its program focuses on practical application of knowledge and strong parent and community involvement with the Charter School. Through effective use of technology, it enables teachers to custom-tailor academic programs to students’ unique skills and interests – all aimed at optimizing our students’ learning experience. California Academy of Sports Science enables a personalized learning experience, tailor made for each student athlete. This experience is enriched with a diverse range of advanced learner electives in exercise and sports science, sports medicine, athletic administration, coaching, sports promotion and marketing in addition to myriad opportunities as an athlete.

Our students are given continuous opportunities to succeed through the cultivation of multiple intelligences and talents. The supportive environment, along with daily exposure to content-rich programs derived from research-based teaching methods that engage children at all levels, mean our students will develop a life-long enthusiasm for learning. California Academy of Sports Science students have the opportunity to participate in cutting edge sports programs and master classes, featuring current and retired pro athletes, Olympic and World Champion athletes and coaches, and our highly sought after summer institute

Personalized instruction and continuous assessment are cornerstones of the California Academy of Sports Science model. The Charter School staff will be trained in techniques of differentiated instruction, enabling them to identify students’ learning styles and to create learning activities compatible with the students’ needs. At the same time, the Charter School will use varied assessments to enable students to demonstrate their understanding of concepts and skills. These

assessments will also be used to develop further lessons that address individual student needs.

California Academy of Sports Science Professional Development Program design is based on needs as measured by surveys, interviews and observation; and the experience of the California Academy of Sports Science trained professional-development personnel, who remain up-to-date on new as well as tried-and-true teaching methods and strategies. At California Academy of Sports Science, more than a month of training will take place before the school year begins, and ongoing training will continue throughout the school year, based on detailed assessments of staff needs.

California Academy of Sports Science is continuously updating teaching strategies through instructional reflections and by maintaining a finger on the pulse of new research. This includes a specific focus on developing best practices in teaching in an online environment. These teaching strategies insure that students are given every opportunity to succeed and that the Professional Development program remains fresh and useful. The School provides a 1:1 ground breaking tutorial that supports students with mentoring, and highly qualified teachers, coaches and mentors vested in your student's personal success.

California Academy of Sports Science opens portals of opportunity. Our "Pillars," the tenets of our model, create openings that give each school its unique personality and customized attributes – its portals.

Each pillar of the California Academy of Sports Science educational approach stems from proven research and our team's years of experience in effective instructional and administrative practices. Some of the underlying research that supports our approach includes the following:

Teaching to Multiple Intelligences: California Academy of Sports Science recognizes different domains of ability, or "intelligences," as described by Dr. Howard Gardner.² Gardner's Theory of Multiple Intelligences provides a foundation for recognizing the different abilities and talents of students. This theory acknowledges that while all students may not be verbally or mathematically gifted, children are likely to have expertise in other areas, such as music, spatial relations, or interpersonal skills. Our program seeks to capitalize on children's various skills, experiences, and talents to provide them with multiple opportunities to learn and succeed.

Reciprocal Teaching: Using reciprocal instruction, a teacher introduces a concept and then reinforces it by circling back to it in later lessons. The California Academy of Sports Science model is predicated on the balance between rigorous core courses in Language Arts, Mathematics, and Science and a Social Studies curriculum that applies basic core skills in a highly engaging manner, providing students with content knowledge rich in cultural literacy.

Differentiated Instruction: Differentiation is a teacher-driven effort to respond to variations among learners. Teachers can differentiate instruction in at least four areas: content, process, products/culminating projects, and learning environment. California Academy of Sports Science

² Gardner, H. *The unschooled mind: how children think and how schools should teach* (1991); Gardner, H., & Hatch, T., *Multiple intelligences go to school: Educational implications of the theory of multiple intelligences* (1989) at 18(8), 4-9.

teachers are taught effective strategies for successfully tailoring all of these areas to individual student needs, insuring that different learners are all given the best opportunity to succeed.

There is much evidence showing that students are more successful academically if they are taught in ways that match their readiness levels (e.g., Vygotsky, 1986), interests (e.g., Csikszentmihalyi, 1997) and learning profiles (e.g., Sternberg, Torff, & Grigorenko, 1998). Also, differentiating instruction is a key part of effective professional development. Expert teachers pay attention to their students' varied learning needs (Danielson, 1996); "to differentiate instruction, then, is to become a more competent, creative, and professional educator."³

What it Means to be an Educated Person in the 21st Century:

An educated person in the 21st century will be the product of the educational philosophy of "deep and broad" student-centered instruction. He/she has a mastery of basic skills and knowledge built on a rich range of content – knowledge that provides the foundation necessary to thrive in an increasingly interconnected world.

The educated person will be versed in the use of technology as a tool for communications, research, computations, analysis and a range of other purposes. He/she will have an understanding of National history and culture as well as a sense of the workings of the world and of his or her place in local, national and global communities.

The educated person will have been exposed to co-curricular areas such as music and art. He/she will have benefited from an educational experience designed to engender a strong sense of self and foster a love of learning.

The educated person will emerge from high school poised and prepared for success in the finest colleges and universities and beyond.

Curriculum

The Charter School's curriculum will comply with Common Core State Standards and will be designed to the accreditation standards of AdvancED as well.

This curriculum will be college-preparatory in nature, and designed to bring out the best in each student it serves. In every case, it has the flexibility to be tailored through individualized assessment and instruction.

The California Academy of Sports Science provides advanced leader options through its Honors and AP programs, dual enrollment with community colleges and participating Universities, and the NCAA

Grades K-8: Courses in the primary grades will focus on laying a solid educational foundation for our students. By being both rigorous and engaging, they will capture students' attention, foster a

³ All references from Tomlinson, C. (2001). *Differentiation of Instruction in the Elementary Grades*. ERIC Digests. California Academy of Sports Science

love of learning, and lay the groundwork for student success in high school and beyond. To accomplish this California Academy of Sports Science will use the best college preparatory home school and online curriculum available.

- English Language Arts: the ELA program at California Academy of Sports Science incorporates all five important building blocks of ELA development:
 - Phonemic Awareness
 - Phonics
 - Fluency
 - Vocabulary
 - Comprehension

It helps students to develop listening and speaking skills as well as reading and writing skills. It is designed to work effectively with students from the first steps of learning to read and write through learning to use reading and writing as tools for learning.

- Mathematics: our math curriculum builds essential skills while incorporating interesting challenges and puzzles. It is designed to continually build upon, reinforce and strengthen prior knowledge. The curriculum provides ample opportunity for students to apply ideas, tools and manipulatives in a real-world context.
- Science: Through our science programs, students explore topics through text and simple experiments; learn about grade level appropriate topics such as living and nonliving things, force and motion, light and sound, the solar system and the universe, electricity and matter, and scientific purpose; follow a lesson format in which they learn how to gather, organize, and interpret data and scientific information pertaining to concepts in the areas of physics, chemistry, biology, and earth science.
- EL: The EL curriculum uses a multi-media approach, including songs and animation, to help students gain fluency in English while at the same time advancing their math and ELA skills. Our online EL program supports a variety of different first languages.
- Foreign Language: Students will begin foreign language studies at the California Academy of Sports Science starting in kindergarten. Spanish and French will be offered using an engaging format designed for teaching students to speak, listen, and read in these languages.
- Social Studies: Student will engage in a Social Studies curriculum that is engaging and multi-media rich. Students will have the opportunity to learn course content through a variety of styles and they will be able to demonstrate their learning in multiples ways.

Grades 9-12: In grades 9-12, our curriculum builds upon the foundation established in the early years. Courses will be provided to meet the core requirements for California. A variety of Advanced Placement courses will also be made available California Academy of Sports Science will use a multiple curriculum publishers in order to secure best home school and online curriculum available for its students.

Subjects will include:

- English
- Mathematics
- Science
- History
- Social Studies
- Foreign Language (Spanish & French)
- Sponsored strength and conditioning, health and nutrition
- Personalized academic teacher and mentor support, graduation planning
- NCAA eligibility check ins

Our EL program for high school, as in the primary grades, is highly interactive, multi-media and reinforces other learning in mathematics and ELA as it builds English language fluency.

Instructional Materials

At the California Academy of Sports Science, we will make the most of our online medium – our goal is that our students will actually do the vast majority of their learning online. This will be facilitated by a rigorous, content rich curriculum combined with synchronous and asynchronous teacher communication and feedback.

All content for the core areas of math, science, and English/Language Arts and Social Studies will be presented through a combination of vendor created and teacher created materials.

The Charter School’s online learning will be available via password-permitted online access. This will require that students have use of a computer with high-speed Internet access. The Charter School will develop a policy that will allow for the loan of laptops and subsidized high-speed Internet access to all students who demonstrate need, regardless of a student’s free and reduced lunch status, for the time that they are enrolled. This policy will be shared with the District upon completion and approved by the District before it is implemented.

In addition to a computer, students will need a headset for synchronous learning and for listening to lessons. Teachers will need stylus software to write on the virtual whiteboard and depending upon the curriculum selected, students may as well. These items will be provided to students as needed.

Annual Goals in the State Priorities

CHARTER SCHOOL ANNUAL GOALS AND ACTIONS TO ACHIEVE STATE PRIORITIES	
State Priority #1. The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d)	
ANNUAL GOALS TO ACHIEVE PRIORITY #1	ACTIONS TO ACHIEVE ANNUAL GOALS
<ul style="list-style-type: none"> • California Academy of Sports Science will hire and maintain a highly qualified faculty. 	<ul style="list-style-type: none"> • All candidates will undergo a rigorous hiring process, which includes paper screening,

<ul style="list-style-type: none"> California Academy of Sports Science will obtain the most up-to-date standards aligned instructional materials that will prepare students for college and career. 	<p>interviews, performance tasks, curricular and teaching materials review, teaching demonstration, and reference checks.</p> <ul style="list-style-type: none"> Faculty will have 40+ days of targeted professional development, based on Individualized Professional Development Plan (IPDP) and the needs of students based on data. School leaders and faculty will research and obtain the most up-to-date standards-aligned materials and participate in a yearly updating process. Annual community survey. Faculty participates in shared decision making process.
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State Priority #2. Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency

ANNUAL GOALS TO ACHIEVE PRIORITY #2	ACTIONS TO ACHIEVE ANNUAL GOALS
<ul style="list-style-type: none"> All California Academy of Sports Science curriculum will be aligned to CCSS. All California Academy of Sports Science curriculums will be designed to support ELs and other struggling subgroups. 	<ul style="list-style-type: none"> Curriculum maps for each course written prior to school opening and revisited yearly. All curriculum maps will have goals and strategies to support ELs. 40+ days of professional development, which includes dedicated days for implementing Common Core, and supporting ELs and other struggling students.

State Priority #3. Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation

ANNUAL GOALS TO ACHIEVE PRIORITY #3	ACTIONS TO ACHIEVE ANNUAL GOALS
<ul style="list-style-type: none"> Parents view themselves as a key component of the schools' and student success. Parents demonstrate high satisfaction with the school's program. 	<ul style="list-style-type: none"> Published list of differentiated opportunities for parental involvement. Regular, designated times for parents to give feedback to school leadership (meetings, coffee hours, etc.). Annual community survey.

State Priority #4. Pupil achievement, as measured by all of the following, as applicable:

- A. Statewide assessments (CAASPP, or any subsequent assessment as certified by SBE)
- B. The Academic Performance Index (API)
- C. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education
- D. Percentage of ELs who make progress toward English language proficiency as measured by the ELPAC
- E. EL reclassification rate
- F. Percentage of pupils who have passed an AP exam with a score of 3 or higher
- G. Percentage of pupils who participate in and demonstrate college preparedness pursuant

to the Early Assessment Program (E.C. §99300 *et seq.*) or any subsequent assessment of college preparedness

ANNUAL GOALS TO ACHIEVE PRIORITY #4	ACTIONS TO ACHIEVE ANNUAL GOALS
<ul style="list-style-type: none"> • All students will become proficient in English, math, science and social science. • Students perform well on all external tests. • Students show growth on benchmark assessments. • All students show growth on external measures. 	<ul style="list-style-type: none"> • Standards based and aligned curriculum. • Regular benchmark assessments (minimum 3x per year) aligned to standards • Extensive student support structures (remediation courses, office hours, tutoring, differentiated instruction) • Rigorous graduation requirements (beyond UC A-G) • Curriculum maps designed to support ELs and struggling students • Extensive professional development, (40+ days) specifically to analyze results of and create action plans for benchmark assessments and to support struggling students and subgroups.
<p>State Priority #5. Pupil engagement, as measured by all of the following, as applicable:</p> <ul style="list-style-type: none"> A. School attendance rates B. Chronic absenteeism rates C. Middle school dropout rates (EC §52052.1(a)(3)) D. High school dropout rates E. High school graduation rates 	
ANNUAL GOALS TO ACHIEVE PRIORITY #5	ACTIONS TO ACHIEVE ANNUAL GOALS
<ul style="list-style-type: none"> • Students attend school regularly, consistently and on time. 	<ul style="list-style-type: none"> • Advisory System and course to support students. • Social-Emotional learning in all courses. • Personalized Student Achievement Plans (PSAPs) • Extensive support structures, including early intervention plans. • Extensive community building via orientation and weekly Advisement meetings.
<p>State Priority #6. School climate, as measured by all of the following, as applicable:</p> <ul style="list-style-type: none"> A. Pupil suspension rates B. Pupil expulsion rates C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness 	
ANNUAL GOALS TO ACHIEVE PRIORITY #6	ACTIONS TO ACHIEVE ANNUAL GOALS
<p>Goal 1: Pupil suspension rates will be less than 3% annually.</p> <p>Goal 2: Pupil expulsion rates will be less than 1% annually.</p>	<ul style="list-style-type: none"> • Extensive community building via orientation and weekly Advisement meetings as well as other school events. • Social-Emotional Learning in all courses.

<p>Goal 3: California Academy of Sports Science will annually survey students, parents, and teachers about online school safety and connectedness.</p>	<ul style="list-style-type: none"> • Personalized Student Achievement Plans (PSAPs). • Analysis of and action plans from community surveys.
<p>State Priority #7. The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.</p> <p>“Broad course of study” includes the following, as applicable: <u>Grades 1-6:</u> English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210) <u>Grades 7-12:</u> English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))</p>	
<p>ANNUAL GOALS TO ACHIEVE PRIORITY #7</p>	<p>ACTIONS TO ACHIEVE ANNUAL GOALS</p>
<ul style="list-style-type: none"> • 100% of students are enrolled in a broad course of study, including graduation requirements that exceed UC A-G. 	<ul style="list-style-type: none"> • Rigorous graduation requirements that exceed A-G. • Extensive Support Systems (advisory, tutoring, office hours, remedial courses, etc.). • Comprehensive college admission process and program.
<p>State Priority #8. Pupil outcomes, if available, in the subject areas described above in #7, as applicable.</p>	
<p>ANNUAL GOALS TO ACHIEVE PRIORITY #8</p>	<p>ACTIONS TO ACHIEVE ANNUAL GOALS</p>
<p>Goal 1: All students will become proficient readers and writers of the English Language. Goal 2: All students will become proficient in mathematical skills and content. Goal 3: All students will become proficient in science concepts and scientific thinking. Goal 4: All students will become proficient in social science practice and content.</p>	<ul style="list-style-type: none"> • Standards based and aligned curriculum maps. • Regular benchmark assessments (minimum 3x per year) aligned to standards. • Extensive student support structures (remediation courses, office hours, tutoring, and differentiated instruction). • Rigorous graduation requirements (beyond UC A-G). • Curriculum maps designed to support ELs and struggling students. • Extensive professional development, (40+ days) specifically to analyze results of and create action plans for benchmark assessments and to support struggling students and subgroups.

Plan for Students Who are Academically Low Achieving

The gap in achievement between students from different socioeconomic and racial/ethnic backgrounds is one of the most persistent challenges facing educators, a challenge that has become increasingly imperative for schools to conquer as they struggle to meet AYP goals stipulated by NCLB. The Response to Intervention (RTI) model is used as a vehicle for closing the achievement gap between different subgroups of students. The RTI model identifies three distinct tiers of service delivery. The majority of students will need only Tier 1 services, the least expansive and most broadly available options for serving needs. A smaller percentage of people, however, will need more specialized assistance, or greater “dosages” of intervention; Tier 2. The third tier is reserved for those students who need the most intense assistance.

The success of this intervention model hinges on teachers’ and administrators’ ability to keep as many students in the primary and secondary intervention as possible, thereby concentrating resources on those students most in need of intensive aid, those in Tier 3. In applying the RTI model on a school-wide basis, schools are expected to change the allocation of resources and re-engineer their design and delivery of instruction in keeping with the tenets of the three-tier approach. Such reallocation of resources is projected to boost the academic performance of all students, not just those undergoing screening for possible entry into special education programs. This model is applied at California Academy of Sports Science through the following methods:

Screening: Placement tests, used in conjunction with any other assessment portfolio information we have on the student and placement according to that screening (of course, we never use a single data point – and this does not apply to certain populations, such as students with IEPs or EL).

Progress Monitoring: California Academy of Sports Science will use the Performance Series from Scantron to progress monitor students against national standards quarterly. In addition, teachers will use Scantron Achievement Series to monitor progress on specific strands via curriculum based measures (weekly, on average). Students with IEPs have goals and objectives with skills that are directly linked to standards and benchmarks, and weekly probes are taken to progress monitor students toward the annual goals and objectives.

Intervention: In Tier 1, all students in the class receive differentiated instruction from the teacher. In Tier 2, the student who is struggling or identified as at-risk, works with intervention programs or groups to fill in gaps in learning. The student still receives instruction from the classroom teacher that is supported by the intervention programs. In Tier 3, students who are still struggling while receiving intervention from the teacher and intervention programs begin the Intervention Assistance Team process.

By not tracking students academically, we avoid labeling and lowering expectations for some students at a young age; the philosophy of the Charter School is that all students work on an equal playing field, with systems in place that foster an individualized learning pace, with high, yet appropriate expectations for all. The long-term relationships students and families build with school staff will help identify and nurture students who might otherwise slip through the cracks in a more institutional school environment. If students are not progressing appropriately, even with differentiated instruction and informal strategies, the Charter School and parent will

continue to work together to refine strategies for success, including potential referral to the Student Support Team for more formal levels of support and intervention.

California Academy of Sports Science has a no social promotion policy, which means that we use various assessments to determine the appropriate grade level of a student. Specific performance goals will be established once baseline data is available. The diagnostic and prescriptive nature of online learning enables California Academy of Sports Science to custom-tailor curricular materials to individual student needs and monitor their progress. The program generates instructional assignments to promote proficiency in areas of weakness.

Plan for Students Who are Academically High Achieving

The online format allows for a high degree of differentiation and use of the multiple intelligences such that a student's unique talents and gifts are accentuated through implementation of this curriculum.

A student identified as academically high-achieving is easily afforded the opportunity for enrichment and acceleration in the flexibility offered through this curriculum. In fact, philosophically, all students at the Charter School will essentially be treated as academically high-achieving students - they will benefit from Personalized Student Achievement Plans and will be guided in a learning experience designed to build strong fundamentals in an enriching, challenging context.

Lessons will feature an "Above and beyond" segment that provides supplementary materials and suggestions for further study, allowing a continuum of learning possibilities. Teachers will guide students to the appropriate materials based on their Personalized Student Achievement Plans and goals and will help students challenge themselves and exceed their goals at every step.

The curriculum offers the flexibility for students to work beyond grade level. Coursework includes numerous Advanced Placement options for advanced high school students.

Plan for English Learners

Overview

The Charter School 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 strategies for serving English Learners which are research based, supported by Charter School resources, and evaluated annually 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).

ELPAC Testing

All students who indicate that their home language is other than English will be ELPAC tested within thirty days of initial enrollment⁴ 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 ELPAC testing and of ELPAC results within thirty days of receiving results from publisher. The ELPAC shall be used to fulfill the requirements under the No Child Left Behind Act for annual English proficiency testing.

English Learner Instructional Strategies and Curriculum

A specific EL component is included the curriculum offered by California Academy of Sports Science. This highly interactive, multi-media coursework is designed to incorporate learning in mathematics and science even as it assists students in developing fluency in English.

Interactive lessons strengthen reading, listening, speaking, and writing skills. Constant feedback and assessment ensures that students get the differentiated instruction they need. This curriculum supports students with a variety of first languages.

All teachers instructing English Learners will hold a CLAD credential or a California Commission on Teacher Credentialing ("CCTC") equivalent.

Reclassification Procedures

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

- Assessment of language proficiency using an objective assessment instrument including, but not limited to the ELPAC,
- Participation of the pupil's 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 Charter School's reclassification procedure including seeking their opinion and consultation during the reclassification process

⁴ 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 ELPAC tested. All other students who have indicated a home language other than English will continue with annual ELPAC testing from their prior school of enrollment.

- 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.
- Teachers to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage will use the Student Oral Language Observation Matrix.

Monitoring and Evaluation of Program Effectiveness

The evaluation for the program effectiveness for ELs in the Charter School will include:

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

Plan for Serving Students with Disabilities

Overview

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”) and the Individuals with Disabilities in Education Improvement Act (“IDEIA”).

The Charter School will be its own local educational agency (“LEA”) and will apply directly for membership in a Special Education Local Plan Area (“SELPA”) in conformity with Education Code Section 47641(a). The Charter School will consider membership in the following SELPAs: San Diego Tri County SELPA, and El Dorado County Charter SELPA.

In the event the Charter School seeks membership in a different state-approved SELPA, the Charter School will provide notice to the District, the SELPA, and the California Department of Education before June 30th of the year before services are to commence.

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School may request related services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all students with disabilities.

Services for Students under the “IDEIA”

The following description regarding how special education and related services will be provided and funded is being proposed by the Charter School for the sole purpose of providing a reasonably comprehensive description of the special education program in the Charter Petition, and is not binding on the District. The specific manner in which special education and related services will be provided and funded shall be set forth in a Memorandum of Understanding (“MOU”), delineating the respective responsibilities of the Charter School and the SELPA. A copy of the MOU will be presented to the District upon execution.

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

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

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

Staffing

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

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

responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Notification and Coordination

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

Identification and Referral

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

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

Assessments

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

IEP Meetings

The Charter School shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Principal (“Principal”) and/or the Charter School designated representative with appropriate administrative authority as required by the IDEIA; the student’s special education teacher; the student’s general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the regular education program at the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEIA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

IEP Development

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

IEP Implementation

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

Interim and Initial Placements of New Charter School Students

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

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

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

Non-Public Placements/Non-Public Agencies

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

Non-discrimination

It is understood and agreed that all children will have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, special education services.

Parent/Guardian Concerns and Complaints

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

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

Due Process Hearings

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

SELPA Representation

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

Funding

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

Section 504 of the Rehabilitation Act

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student, who has an objectively identified disability that substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the Charter School.

A 504 team will be assembled by the Principal of the Charter School and shall include parents/guardians, the student (where appropriate), and other qualified persons knowledgeable

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

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

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

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program modification that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed regularly

to determine the appropriateness of the Plan, continued eligibility or readiness to discontinue the 504 Plan.

Notification to Parents Regarding Transferability of Courses to other Public High Schools and the Eligibility of Courses to Meet College Entrance Requirements.

In the spring of 2017 California Academy of Sports Science was accredited by AdvancED with candidacy status. The school is currently in the process of seeking A-G approval of its courses.

The Charter School will inform parents of course transferability through the publication and distribution of a parent/student handbook that includes specific information on course transferability to other public schools and that outlines school policies and expectations for all students and parents. Courses that meet University of California and California State University entrance requirements will be listed in the parent/student handbook as soon as available. All incoming students and parents will be required to complete an orientation that will include a review of the handbook. In addition to the A-G UC/CSU approved course list that will be included in the handbook, a statement regarding the transferability of courses to other public high schools will be included. Both the A-G list and transferability of classes will be updated on an annual basis. A state-certified high school diploma will be issued to all students who meet the Charter School’s graduation requirements:

Graduation Requirements

Course	Course Length	Credits
English	4 years	40
Mathematics <ul style="list-style-type: none"> ➤ Algebra I ➤ Geometry ➤ Algebra II ➤ One advanced level math 	4 years	40
Social Studies <ul style="list-style-type: none"> ➤ World History ➤ American History ➤ Two additional years of Social Studies which must include ½ year of Economics and ½ year of American Government 	4 years	40
Science <ul style="list-style-type: none"> ➤ Biology ➤ Two additional years of science, one of which must be a physical science ➤ At least two lab sciences are required 	3 years	30
Foreign Language <ul style="list-style-type: none"> ➤ Must be the same language 	2 years	20
Visual and Performing Arts	1 year	10
Physical Education	2 years	20
Electives <ul style="list-style-type: none"> ➤ Two years ➤ In addition to all other requirements 		20
Total Credits		220

California Academy of Sports Science enrolls all eligible students and encourages all students with a passion for exercise and sports science to excel. All high school and college/university bound athletes will benefit from the in-depth and research based instructional program. The school's focus ensures graduation with 100% transfer of existing high school credits, freedom and flexibility in placement of courses, teacher lead direct instruction and self-directed independent instruction, paired with a rich level of mentor, counselor and teacher support.

The curricular program is augmented with focused field trips and seminars to events that include the Olympic training center in San Diego, Sports Medicine Institute, NCAA eligibility center, various sports training facilities, special invitation only events by Peak Sports Bodies. In addition the School provides advanced leader options through its Honors and AP programs, dual enrollment with community colleges and participating Universities, and the NCAA.

Attendance Guidelines

The Charter School offers a greater number of instructional minutes than set forth in Education Code Section 47612.5(a) for the appropriate grade levels and operates at least for the required minimum of 175 days. The Charter School expects that students will engage in educational activities assigned by the Charter School on all school days unless ill and documented by a physician's note. The Charter School maintains written records that contemporaneously document all student attendance and make these records available for audit and inspection.

Students are expected to log in daily to the learning environment and actively participate in their courses. With the exception of scheduled (live) sessions, a student may plan his/her daily schedule to best suit his/her needs and learning style. On average, California Academy of Sports Science students have an extended school day and should plan to spend 6.5 to 7 hours per day working in their classes. Below is an outline of the amount of time students can expect to work in each subject each day. The total time may be spent in live class sessions and/or working independently. Teachers will suggest daily guidelines on assignments.

Grades K-5

- Language Arts – 120 minutes
- Math – 90 minutes
- Science – 60 minutes
- Social Studies – 90 minutes
- Foreign Language – 30 minutes each week
- Physical Education – (varies)

Grades 6-8

- Language Arts – 90 minutes
- Math – 90 minutes
- Science – 90 minutes
- Social Studies – 90 minutes
- Electives – 30 minutes

Grades 9-12

- Language Arts – 60 minutes
- Math – 60 minutes
- Science – 60 minutes
- Social Studies – 60 minutes
- Class 5 – 60 minutes
- Class 6 – 60 minutes

A Sample Of Daily Student Activity:

The Charter School is founded on the principle of personalized learning and therefore a typical day varies with the modifications in curricular activities designed by the teacher in concert with the parent or guardian for those students under the age of 18 years. There are basic activities that occur each instructional day for all students as outlined below. The primary effort is to construct a learning plan that best meets the needs of the student and provides sufficient scaffolding of academic skill development to prepare the student for the next level of education and, in the case of senior high students, readies them for post high school education or entry into the economy. The Charter School’s goal of developing independent learners spans the entire grade level spectrum. The natural flow of independent learner development follows three benchmarked and measurable developmental steps. The steps are: (1) Early Elementary Grades organized to promote dependent learning based on extensive support of the teacher and learning coach in an environment of richness of exploration and student success oriented interactive activities provided by the curriculum, technology interaction +/- 20 minutes per day maximum, teacher and learning coach; (2) Upper Elementary Grades organized to promote acquisition of academic skills and the application of those skills in developing higher order thinking skills enriched with activities that develop and promote the use of independent learning through research, reading and writing, basic and advanced numeracy, provided by the teacher and technology interaction +/- 90 minutes per day maximum; (3) Middle School organized to develop and promote exploration through independent problem solving, self recognition of deficiencies in academic preparation, motivation to learn, and enhanced use of technology applications and solutions leading to higher levels of academic achievement provided by the teacher and technology interaction of +/- 3 hours per day maximum; (4) Senior High School organized to scaffold learning deficits to bring students to acceptable and higher levels of skill and propel them forward in mastering the 21st Century Skills needed post high school through advanced study, taking A-G required UC approved subjects, advanced placement opportunities, career pathways, facilitated by the teacher, the on-line school and utilization of enriching technology applications as needed throughout the day to work independently and complete asynchronous and synchronous assignments.

EARLY ELEMENTARY K-3 SAMPLE ACTIVITIES:

- Parent/Learning Coach logs into On-Line School
- On-line school serves up lessons for the day and scheduled activities including those activities to be supported by the Learning Coach
- Learning Coach and pupil read together the assignments and the daily schedule
- Pupil and learning coach organize the physical materials for the day’s lessons and begin typical early elementary activities in three to four subject areas of concentration involving perceptual-motor development, reading individually out loud, listening, reading together out loud, and basic numeracy skill development

- Pupil and Learning Coach attend periodic synchronous sessions via the electronic classroom
- Pupil participates independently in technology supported learning games served up by the on-line school
- Teacher verifies attendance (3-5 hours required daily) [*CDE attendance guidance provides that "...To put the matter another way, the minimum amount of work necessary to constitute a charter school day of non-classroom-based independent study attendance is within the charter school's and teacher's discretion to determine - but whatever that minimum amount of work is, it must be done on the scheduled school day for which it is claimed as attendance for ADA purposes."*]
- Teacher and Learning Coach review daily progress and modify on-line schools menu as needed to maximize the learning potential of the student

UPPER ELEMENTARY 4-6 SAMPLE ACTIVITIES:

- Parent/Learning Coach and Student logs into On-Line School
- On-line school serves up lessons for the day and scheduled activities including those activities to be supported by the Learning Coach and Teacher
- Learning Coach and pupil read together the assignments and the daily schedule
- Pupil and learning coach organize the physical materials for the day's lessons and begin typical upper elementary activities in four to five subject areas of concentration involving perceptual-motor development, reading individually out loud, listening, reading together out loud, and basic numeracy skill development in addition to science, language development, and foreign language study if assigned.
- Pupil is introduced to age appropriate novels and other readings and assigned reading assignments from a reading list of relevant novels
- Pupil interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the pupil
- Grade 6 students are introduced to numeracy skills common in the middle school curriculum and using technology to electronically submit writing assignments to the teacher
- Pupil may attend learning center program in a physical location up to three hours per week
- Teacher verifies attendance (4-6 hours required daily) [*CDE attendance guidance provides that "...To put the matter another way, the minimum amount of work necessary to constitute a charter school day of non-classroom-based independent study attendance is within the charter school's and teacher's discretion to determine - but whatever that minimum amount of work is, it must be done on the scheduled school day for which it is claimed as attendance for ADA purposes."*]
- Teacher and Learning Coach review daily progress and modify on-line schools menu as needed to maximize the learning potential of the student

MIDDLE SCHOOL 7-8 SAMPLE ACTIVITIES:

- Parent/Learning Coach and Student logs into On-Line School

- On-line school serves up lessons for the day and scheduled activities including those activities to be supported by off line activities and the organization of science experiments to be done in concert with the on-line science curriculum
- Parent/Learning Coach reviews the days lessons and activities with the student
- Five subject areas are prepared for the day's learning activities
- Pupil attends synchronous learning sessions present under the direction of the teacher
- Pupils interact with others online in the development of group projects and assignments that require peer collaboration to complete
- Pupil interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the pupil
- Pupils work independently on skill and knowledge attainment assignments
- Pupils review expected outcomes for the day
- Pupils take quizzes and end of unit exams to measure skill mastery and attainment based on the lessons for the day
- Student electronically submits all required written assignments to the teacher
- Teacher verifies attendance (4-6 hours required daily) [*CDE attendance guidance provides that "...To put the matter another way, the minimum amount of work necessary to constitute a charter school day of non-classroom-based independent study attendance is within the charter school's and teacher's discretion to determine - but whatever that minimum amount of work is, it must be done on the scheduled school day for which it is claimed as attendance for ADA purposes."*]
- Teacher, Student and Learning Coach review daily progress and modify on-line schools menu as needed to maximize the learning potential of the student
- Parent/Guardian logs into Parent/Guardian on-line school account to review progress and request assistance if needed
- Teacher meets face to face with parent/guardian and pupil every 30 days to review monthly progress, complete required documentation, and provide academic counseling or referrals to appropriate agencies for services as needed

SENIOR HIGH SCHOOL 9-12 SAMPLE ACTIVITIES:

- Student logs into On-Line School
- On-line school serves up lessons for the day and scheduled activities including those activities to be supported by off line activities and the organization of science experiments, readings, written assignments, and synchronous activities to be done in concert with the on-line curriculum
- Student reviews the days lessons and activities with the Parent/Learning Coach
- Pupils review expected outcomes for the day
- Five subject areas are prepared for the day's learning activities
- Pupil attends synchronous learning sessions present under the direction of the teacher
- Pupils interact with others online in the development of group projects and assignments that require peer collaboration to complete
- Pupil interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the pupil

- Pupils take quizzes and end of unit exams to measure skill mastery and attainment based on the lessons for the day
- Student electronically submits all required written assignments to the teacher
- Teacher verifies attendance (4-6 hours required daily) [*CDE attendance guidance provides that "...To put the matter another way, the minimum amount of work necessary to constitute a charter school day of non-classroom-based independent study attendance is within the charter school's and teacher's discretion to determine - but whatever that minimum amount of work is, it must be done on the scheduled school day for which it is claimed as attendance for ADA purposes."*]
- Teacher, Student and Learning Coach review daily progress and modify on-line school menu as needed to maximize the learning potential of the student
- Students may participate in interest clubs, student government, and intramural sports
- Pupils participate in community support activities
- Parent/Guardian logs into Parent/Guardian on-line school account to review progress and request assistance if needed
- Teacher meets face to face with parent/guardian and pupil every 30 days to review monthly progress, complete required documentation, and provide academic counseling or referrals to appropriate agencies for services as needed

Some students receive and execute assignments early in the morning on the same rhythm of a traditional school, but many more find their productivity is best in the afternoon or evenings. At the Charter School, students learn at the times convenient to their schedules. Though students have the flexibility to choose the time frame in which they study, they are required to demonstrate work on at least one subject each school day. Students may seek teacher support and answers to questions either through email, by telephone or by logging on to a Blackboard Collaborate™ session where any number of students meet in a “virtual classroom.”

Students complete and turn in assignments regularly throughout the online course, take tests and quizzes, and also submit papers, essays and fieldwork assessments. A student’s progress and grades are posted on a secure, private site so that both student and parents are always aware of their current status.

Students will work with the teacher and parent to agree upon the order in which the assignments will be worked on to ensure all coursework is completed in a semester. Some students may spend an entire week concentrating on math or history; others work on all their courses throughout the week.

Independent Study Legal Compliance

The Charter School will comply with all applicable independent study laws including but not limited to California Education Code Sections 51745, *et seq.*; 47612.5; 47634.2; and Title 5, California Code of Regulations, Sections 11700-11705; and 19850-19854. These laws require, among other things, that the Charter School will operate pursuant to an adopted independent study Board policy; each student will have a master agreement as required by law; and the Charter School must file for a funding determination as a condition of funding.

ELEMENTS 2 AND 3: MEASURABLE STUDENT OUTCOMES AND METHODS OF MEASUREMENT

Governing Law: The measurable pupil outcomes identified for use by the Charter School. "Pupil outcomes," for purpose of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school. --California Education Code Section 47605(b)(5)(B)

and

Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.--California Education Code Section 47605(b)(5)(C)

The Charter School shall meet all statewide standards and conduct the student assessment tests 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.

Additional Affirmations

- The Charter School affirms that benchmark skills and specific classroom-level skills will be developed
- The Charter School affirms that exit outcomes will align to the mission, curriculum, and assessments
- The Charter School affirms that college-bound students wishing to attend California colleges or universities have the opportunity to take courses that meet the "a-g" requirements
- The Charter School acknowledges that exit outcomes and performance goals may need to be modified over time

Outcomes Aligned to the State Priorities

CHARTER SCHOOL OUTCOMES ALIGNED TO STATE PRIORITIES		
State Priority #1. The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))		
ANNUAL GOALS TO ACHIEVE PRIORITY #1	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<ul style="list-style-type: none"> • California Academy of Sports Science will hire and maintain 	<ul style="list-style-type: none"> • All candidates will undergo a rigorous hiring process, which 	<ul style="list-style-type: none"> • 90% satisfaction rating on annual community survey

<p>a highly qualified faculty.</p> <ul style="list-style-type: none"> California Academy of Sports Science will obtain the most up-to-date standards aligned instructional materials that will prepare students for college and career. 	<p>includes paper screening, interviews, performance tasks, curricular and teaching materials review, teaching demonstration, and reference checks.</p> <ul style="list-style-type: none"> Faculty will have 40+ days of targeted professional development, based on Individualized Professional Development Plan (IPDP) and the needs of students based on data. School leaders and faculty will research and obtain the most up-to-date standards-aligned materials and participate in a yearly updating process. Annual community survey. Faculty participates in shared decision-making process. 	<p>results</p> <ul style="list-style-type: none"> 85% of faculty reaches Individualized Professional Development Plan (IPDP) Goals. Less than 10% of faculty leaving California Academy of Sports Science after two or fewer years that are a cultural, philosophical and skills fit. Faculty does yearly assessment of materials during intersession PD time.
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State Priority #2. Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency

ANNUAL GOALS TO ACHIEVE PRIORITY #2	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<ul style="list-style-type: none"> All California Academy of Sports Science curriculums will be aligned to CCSS. All California Academy of Sports Science curriculums will be designed to support ELs and other struggling subgroups. 	<ul style="list-style-type: none"> Curriculum maps for each course written prior to school opening and revisited yearly. All curriculum maps will have goals and strategies to support ELs. 40+ days of professional development, which includes dedicated days for implementing Common Core, and supporting ELs and other struggling students. 	<ul style="list-style-type: none"> 75% of ELs are redesignated yearly. 90% of ELs make progress towards EL proficiency as measured by the ELPAC. School leadership/department lead yearly audit of curriculum and lesson plans show that 95% of curriculum maps are aligned to CCSS and CA ELD standards and have supports for ELs and struggling students.

State Priority #3. Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation

ANNUAL GOALS TO ACHIEVE PRIORITY #3	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<ul style="list-style-type: none"> Parents view themselves as a key component of the schools' 	<ul style="list-style-type: none"> Published list of differentiated opportunities for parental 	<ul style="list-style-type: none"> 75% of parents complete community survey.

<ul style="list-style-type: none"> and student success. Parents demonstrate high satisfaction with the school's program. 	<ul style="list-style-type: none"> involvement. Regular, designated times for parents to give feedback to school leadership (meetings, coffee hours, etc.). Annual community survey. 	<ul style="list-style-type: none"> Parental attendance at community meetings is significant according to school leader. 90% of parents agreeing to focused questions on annual community survey.
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State Priority #4. Pupil achievement, as measured by all of the following, as applicable:

- A. Statewide assessments (CAASPP, or any subsequent assessment as certified by SBE)
- B. The Academic Performance Index (API)
- C. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education
- D. Percentage of ELs who make progress toward English language proficiency as measured by the ELPAC
- E. EL reclassification rate
- F. Percentage of pupils who have passed an AP exam with a score of 3 or higher
- G. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 *et seq.*) or any subsequent assessment of college preparedness

ANNUAL GOALS TO ACHIEVE PRIORITY #4	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<ul style="list-style-type: none"> All students will become proficient in English, math, science and social science. Students perform well on all external tests. Students show growth on benchmark assessments. All students show growth on external measures. 	<ul style="list-style-type: none"> Standards based and aligned curriculum. Regular benchmark assessments (minimum 3x per year) aligned to standards Extensive student support structures (remediation courses, office hours, tutoring, differentiated instruction) Rigorous graduation requirements (beyond UC A-G) Curriculum maps designed to support ELs and struggling students Extensive professional development, (40+ days) specifically to analyze results of and create action plans for benchmark assessments and to support struggling students and subgroups. 	<ul style="list-style-type: none"> 70% or more of all students will demonstrate at least one year of growth on the Smarter Balance. 70% of students will show growth on their internal benchmark assessments for each course. 97% or more of students will earn a passing grade of C or above in their courses. On average, 75% of students are proficient or above on Smarter Balance. 100% of students complete UC A-G requirements. 90% of ELs make progress towards EL proficiency as measured by the ELPAC. 75% of ELs are reclassified as measured by the ELPAC. 80% of students have

		passed an AP exam with a score of 3 or higher.
<p>State Priority #5. Pupil engagement, as measured by all of the following, as applicable:</p> <p>A. School attendance rates</p> <p>B. Chronic absenteeism rates</p> <p>C. Middle school dropout rates (EC §52052.1(a)(3))</p> <p>D. High school dropout rates</p> <p>E. High school graduation rates</p>		
ANNUAL GOALS TO ACHIEVE PRIORITY #5	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<ul style="list-style-type: none"> Students attend school regularly, consistently and on time. 	<ul style="list-style-type: none"> Advisory System and course to support students. Social-Emotional learning in all courses. Personalized Student Achievement Plans (PSAPs) Extensive support structures, including early intervention plans. Extensive community building via orientation and weekly Advisement meetings. 	<ul style="list-style-type: none"> 95% Average Daily Attendance. Less than 2% annual Chronic Absentee Rate. Less than 1% Middle School Dropout rate. Less than 3% High School Dropout Rate (cohort). 95% High School Graduation Rate (cohort).
<p>State Priority #6. School climate, as measured by all of the following, as applicable:</p> <p>A. Pupil suspension rates</p> <p>B. Pupil expulsion rates</p> <p>C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness</p>		
ANNUAL GOALS TO ACHIEVE PRIORITY #6	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<p>Goal 1: Pupil suspension rates will be less than 3% annually.</p> <p>Goal 2: Pupil expulsion rates will be less than 1% annually.</p> <p>Goal 3: California Academy of Sports Science will annually survey students, parents, and teachers about online school safety and connectedness.</p>	<ul style="list-style-type: none"> Extensive community building via orientation and weekly Advisement meetings as well as other school events. Social-Emotional Learning in all courses. Personalized Student Achievement Plans (PSAPs). Analysis of and action plans from community surveys. 	<ul style="list-style-type: none"> Less than 3% suspensions. Less than 1% expulsions. 90% of students are satisfied with California Academy of Sports Science on community survey. 90% of parents are satisfied with California Academy of Sports Science on community survey.
<p>State Priority #7. The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students</p>		

(classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.

“Broad course of study” includes the following, as applicable:

Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)

Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))

ANNUAL GOALS TO ACHIEVE PRIORITY #7	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<ul style="list-style-type: none"> 100% of students are enrolled in a broad course of study, including graduation requirements that exceed UC A-G. 	<ul style="list-style-type: none"> Rigorous graduation requirements that exceed A-G. Extensive Support Systems (advisory, tutoring, office hours, remedial courses, etc.). Comprehensive college admission process and program. 	<ul style="list-style-type: none"> 95% of students graduate on time. 98% of students are accepted to a 4 year college.

State Priority #8. Pupil outcomes, if available, in the subject areas described above in #7, as applicable.

ANNUAL GOALS TO ACHIEVE PRIORITY #8	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<p>Goal 1: All students will become proficient readers and writers of the English Language.</p> <p>Goal 2: All students will become proficient in mathematical skills and content.</p> <p>Goal 3: All students will become proficient in science concepts and scientific thinking.</p> <p>Goal 4: All students will become proficient in social science practice and content.</p>	<ul style="list-style-type: none"> Standards based and aligned curriculum maps. Regular benchmark assessments (minimum 3x per year) aligned to standards. Extensive student support structures (remediation courses, office hours, tutoring, and differentiated instruction). Rigorous graduation requirements (beyond UC A-G). Curriculum maps designed to support ELs and struggling students. Extensive professional development, (40+ days) specifically to analyze results of and create action plans for benchmark assessments and to 	<ul style="list-style-type: none"> 70% or more of all students will demonstrate at least one year of growth on the English Smarter Balance test. 70% of students will show growth on their internal benchmark assessments for English. 75% or more of all students will be proficient or above English Smarter Balance test. An average of 70% or more of all students will be classified as having an advanced or proficient grade level equivalence on Scantron Performance Series assessments.

	<p>support struggling students and subgroups.</p>	<ul style="list-style-type: none"> • 97% or more of all students will earn a passing grade of C or above in their English course. • 70% or more of all students will demonstrate at least one year of growth on the CST for math. • 70% of students will show growth on their internal benchmark assessments for math. • 75% of students will be proficient or above on the math Smarter Balance test. • 97% or more of students will earn a passing grade of C or above in their math course. • 70% or more of all students will demonstrate at least one year of growth on the Smarter Balance for science. • 70% of students will show growth on their initial benchmark assessments for science. • 75% of students will be proficient or above on the science Smarter Balance test. • 97% or more of students will earn a passing grade of C or above in their science course. • 70% or more of all students will demonstrate at least one year of growth for social science. • 70% of students will show growth on their initial benchmark assessments for social science. • 75% of students will be proficient or above on the social science Smarter Balance test. • 97% or more of students
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		<p>will earn a passing grade of C or above in their social science course.</p> <ul style="list-style-type: none"> • 75% of students in identified subgroups (ELs, students with disabilities, Latinos, African Americans, and Socioeconomically Disadvantaged) that are basic, proficient or advanced on their Smarter Balance test. • School leadership/department lead yearly audit of curriculum and lesson plans show that 95% of curriculum maps are aligned to ELD standards and have supports for ELs and struggling students.
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The Charter School shall pursue the following measurable student outcomes:

OUTCOME	METHODS OF MEASUREMENT
The Charter School shall make progress as measured by the California Dashboard ranking and as defined by the ESSA	California School Dashboard
The Charter School shall meet or exceed a 93% rate attendance rate.	Period two (2) attendance count.
The Charter School shall meet or exceed its growth LCAP target school-wide and within reportable subgroups on an annual basis	LCAP reporting
The Charter School shall receive an average score of 8.0 on a scale of 1-10 on annual Parent satisfaction surveys	Annual Parent satisfaction surveys
The Charter School students shall increase Scaled Scores by at least 1.25 years from fall to spring using Scantron Performance Series, which is a nationally normed <i>and</i> criterion referenced assessment.	Pre and Post testing scores

Using the data analysis techniques discussed below, the Charter School will review student performance data to reflect upon and make ongoing improvements as necessary to its educational program and to these stated outcomes, and to further break these outcomes into shorter term benchmarks.

The Charter School will participate in all state required assessments for applicable grade levels in assessing core subjects.

In addition, the use of computer adaptive assessments has the advantage of allowing frequent and convenient monitoring of the academic achievement of individual students, entire grades and the whole school. Thus, the most frequent assessment will be the weekly reports of student performance generated by the online program.

Other assessments will include:

- Criterion-referenced tests in Reading/Language Arts, Mathematics, Science, and Social Studies: specifically designed for gathering detailed information about how well a student has performed on each of the educational goals of the curriculum.
- Authentic assessments using portfolios—print and video: These portfolios will document students' work, display a command of skills and content, and provide insight into the learning process over time. These will include a variety of student work samples along with observations and evaluations of student learning and performance by the student, school staff, parents and peers as applicable.
- Performance-based assessments: These assessments require students to actively solve problems and apply knowledge in production-driven learning activities. These activities may include science experiments, dramatic and oral presentations, video productions, research, etc.
- Documentary assessments: These assessments involve organizing the information a teacher collects regarding a child's learning process and achievements. Interpretations of these assessments will be used to individualize curriculum and instruction. These methods of assessment are connected to students' lives and learning experiences and represent the real-world challenges they will face.

Use And Reporting Of Data

Report of Individual Student Progress

The online medium enables close tracking of student progress on an ongoing basis. Teachers, parents and students will be able to clearly track grades and performance against goals daily.

The following formal reports of student progress will also be provided to parents as indicated:

Parent Conferences – required meetings in which the student’s progress is discussed and samples of work provided	4 times per year
Report Cards – distributed at the parent conference (only mailed home on exception basis)	4 times per year
Personalized Learning Plans – either mailed home, given to parent or guardian when child is picked up, or sent home via back pack	4 times per year
Grade Updates – although not specific to the achievement of an individual child, provides parents and guardians with curriculum updates	2 times per year

Use of Achievement Data to Improve Upon Charter School Programs

The Charter School will utilize a combination of assessment tools to review the educational program on an ongoing basis and to suggest improvements in areas of low performance for all identified student populations.

As outlined above, the Charter School will implement a range of measurements – both quantitative and qualitative – to track to annual student achievement. These measurements will be used to make adjustments to our educational program.

The Charter School evaluates results analyses, from both longitudinal school-wide performance and comparisons with similar schools tested, into its plan for school-wide shifts in curriculum and instruction on a yearly basis. This will set the tone for teacher training.

Parent feedback will be gathered annually through an independent survey.

School Accountability

The Charter School will be responsible for the publication of an annual School Accountability Report Card (“SARC”).

Pursuant to Education Code Section 47604.3, the Charter School will promptly respond to all reasonable inquiries, including, but not limited to inquiries regarding its financial records from the District. The Charter School will automatically submit all financial reports required under Education Code Section 47604.33 and 47605(m). The Charter School recognizes the right of the District to conduct random inspections of the Charter School pursuant to Education Code Section 47607.

ELEMENT 4: GOVERNANCE STRUCTURE

Governing Law: The governance 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)

Non-Profit Public Benefit Corporation

Online of Southern California, a California Nonprofit Public Benefit Corporation will operate the Charter School.

The Charter School will operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between the District and the Charter School. Pursuant to California Education Code Section 47604(c), the District shall not be liable for the debts and obligations of The Charter School, operated by a California non-profit benefit corporation or for claims arising from the performance of acts, errors, or omissions by the charter school as long as the District has complied with all oversight responsibilities required by law.

Board of Directors

The Charter School is governed by a corporate Board of Directors who shall be selected, and serve, and governs the Charter School in accordance with its adopted corporate bylaws, which shall be maintained, to align with the terms of this charter and applicable law.

In accordance with Education Code Section 47604(b), the District may appoint a representative to serve on the Board of Directors. Neither employees of nor contractors to the Charter School will serve on the board.

At least once quarterly, the Board of Directors will meet within a 30-mile radius of the District Office.

Board Duties

The Board of Directors will be responsible for the operation and fiscal affairs of the Charter School including but not limited to:

- Approval of the annual school budget, calendar, salary schedules, major fundraising events, and grant writing;
- Negotiation and approval of a MOU or other contracts with the District;
- Approval of all contracts, contract renewals, and personnel actions (e.g., hiring, discipline, dismissal)
- Approval of bylaws, resolutions, and policies and procedures of school operation
- Approval of all changes to the charter to be submitted to the District as necessary in accordance with applicable law
- Long-term strategic planning for the Charter School;

- Participation as necessary in dispute resolution;
- Monitoring overall student performance;
- Reviewing and approving the selection of the Head of School, as necessary;
- Reviewing and approving the evaluation of the Head of School;
- Monitoring the performance of the Charter School and taking necessary action to ensure that the Charter School remains true to its mission and charter;
- Monitoring the fiscal solvency of the Charter School;
- Participation in the Charter School's independent fiscal audit;
- Participation in the Charter School's performance report to the District;
- Participation as necessary in student expulsion matters; and
- Increasing public awareness of the Charter School
- Fundraising efforts

The Charter School will update the District of changes to the Charter School Board of Directors.

The Charter School's Board of Directors may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established.

Board Meetings

The Board of Directors will meet at least monthly (except for summer months) to review and act on its responsibilities. All meetings shall be held in accordance with the Brown Act.

The Charter School shall adopt a conflicts code which shall comply with the Political Reform Act, Government Code Section 87100, and applicable conflict restrictions required by the Corporations Code and any conflicts restrictions that may be adopted in the future as applicable to the Charter School.

The Board of Directors meetings will be headed by a Board President, who will be elected annually amongst the Board at the concluding meeting of the school year.

As long as quorum exists as defined by the corporate bylaws, measures voted on by the Board of Directors may be passed with a simple majority of present members.

Board Training

The Board of Directors shall participate annually in training regarding board governance, the Brown Act, and conflicts of interest rules.

Board Delegation of Duties

The 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 or contractor of the Charter School any of those duties with the exception of dismissal of employees, approval of Board policies, approval of the budget or budget revisions or purchases over \$25,000. The 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 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 present Board members.

Charter School Head of School

The Head of School will be the leader of the Charter School. The Head of School will ensure that the curriculum is implemented in order to maximize student-learning experiences. She/he is responsible for the orderly operation of the Charter School and the supervision of all employees in the Charter School.

The Head of School will be responsible for administering the Charter School in all of the aspects of its day to day operations, working with the Charter School Board of Directors, the District, students, parents, and community members and the other governing bodies specified by local and state law. The Head of School's duties shall include, but are not limited to, the following:

- Provide instructional leadership to the Charter School
- Attend meetings at the District as requested by the District and stay in direct contact with the District to assist the District in its oversight duties;
- Supervise all employees of the Charter School; make recommendations to the Board of Directors regarding the hiring of all Charter school employees;
- Provide performance evaluations of all Charter School employees at least once annually;
- Prepare proposals of policies for adoption by the Board of Directors;

- Provide comments and recommendations regarding policies presented by others to the Board;
- Advise the Board and make written recommendations to the Board on programs, policies, budget and other school matters;
- Communicate with the Charter School's legal counsel;
- Stay abreast of school laws and regulations;
- Participate in the dispute resolution procedure and the complaint procedure when necessary;
- Write applications for grants;
- Attend meetings with the Chief Financial Officer of the District on fiscal oversight issues periodically upon request;
- Provide all legally required financial reports to the District;
- Develop and administer the budget as approved by the Board in accordance with generally accepted accounting principles;
- Present quarterly financial reports to the Board of Directors;
- Provide assistance and coordination in the implementation of curriculum;
- Oversee parent/student/teacher relations;
- Attend IEP meetings as required by law;
- Oversee student disciplinary matters;
- Coordinate the administration of Standardized Testing;
- Plan and coordinate student orientation;
- Attend all Charter School Board meetings and attend as necessary District Board meetings;
- Site safety;
- Foster an amicable relationship between District and the Charter School and facilitate a sharing of resources between both entities;

- Establish a Communication Model to facilitate communication among all the groups within the Charter School, between the Charter School and the District, and between the Charter School and the community at large;
- Graduations; and
- Facilitate recruitment, information, and back to school events.

The above duties may be delegated or contracted as approved by the Board to another employee of the Charter School or to an appropriate third party provider as allowed by applicable law.

Parent Participation in Governance

The Board of the Charter School shares common goals towards the involvement of parents in their students' education. As stated earlier, research has clearly demonstrated that increased parental involvement in a child's education directly impacts student achievement rates. At the Charter School we are interested in increasing opportunities for whole families by empowering parents with confidence and trust in the educational setting. Therefore, school leaders, teachers and board members will personally invite and encourage parent participation in all facets of the Charter School's operation.

The very nature of the online program allows for parental involvement on a daily basis through access to the Learning Management System and all teacher/student communications. Parents are encouraged to support students in their academic pursuits and to participate in synchronous online events with students and staff.

We offer training in the areas of school curriculum and technology for parents to be able to work with their children to keep them at a level where they meet and exceed the established goals of their personalized student achievement plan.

Parents will receive regular email communications with detailed information about upcoming subjects, events, and areas to focus on assisting their children.

ELEMENT 5: EMPLOYEE QUALIFICATIONS

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

In accordance with Charter School health and safety policies, described below, all employees shall be fingerprinted and background checked and receive background clearance and tuberculosis clearance prior to commencing employment with the Charter School.

Following are descriptions of the key positions for the Charter School.

Please Note: *These descriptions are intended to indicate the kinds of tasks and levels of work difficulty that will be required of these positions. They are not intended to limit, or in any way to modify the right of any supervisor to assign, direct or reassign duties and responsibilities of this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.*

Position: *Head of School*

Last Revision: *4/7/2017*

Employment Type: *Administration/At-Will/Exempt*

Reports to: *Board of Directors*

Accountable To: *Board of Directors*

Supervisory Responsibilities: *Responsible for the supervision and training of all school staff. Responsible for performing all supervisory responsibilities in accordance with applicable laws and the school's charter and outlined policies and procedures.*

Position Summary: To serve as the leader of the Charter School. Provide school leadership that ensures excellence in teaching and student learning while promoting community support and maintaining efficiency in operation. To insure compliance with all aspects of: state and federal law; board policies and procedures; and compliance requirements of the authorizer.

Primary Tasks⁵:

1. Create a school culture that focuses on student and adult learning.
2. Set high expectations and standards for the academic and social development of all students and the performance of adults.
3. Demand content and instruction that ensures student achievement of academic standards as outlined in the charter agreement.
4. Create a school philosophy that values continuous learning for adults tied into student learning and other school goals.

⁵ NAESP in partnership with Collaborative Communications Group, Leading Learning Communities: Standards for What Principals Should Know and Be Able to Do
California Academy of Sports Science

5. Use multiple sources of data collection to analyze barriers to achievement and to access, identify and apply instructional improvement.
6. Actively engage the community to create shared responsibility for student and school success.

Characteristic Duties and Performance Standards: (Essential)

1. Articulate a clear vision of the goals, objectives and commitment of the charter school to all stakeholders. Communicate effectively with parents, students, faculty, the board, state authorizer, and the community. Communicate board actions to faculty, staff, students, and parents.
2. Recruit, interview and select qualified teachers and other staff. Insure that all new hire documentation is submitted to the appropriate parties in a timely manner.
3. Provide instructional and learning leadership that focuses on the four basic elements of: curriculum, instruction, performance and evaluation.
4. Share responsibility for the development and implementation of the Charter School's strategic plan to insure that educational goals, assessment standards and benchmarks are met according to the charter agreement.
5. Insure and oversee the accurate maintenance of administrative records meeting all state and regulatory requirements.
6. Set job performance standards, and evaluate faculty and staff.
7. Institute a mentoring program for teachers within the Charter School.
8. Oversee and insure meaningful parental involvement in the Charter School and their child's learning.
9. Generate public support for the Charter School's program and education in general as the public information officer of the Charter School and supervisor of the overall public relations program.
10. Oversee the development and implementation of marketing plans to attract students to the charter school.
11. Develop and implement a school budget, analyze and control expenditures with an understanding of the relationship between the instructional program and the budgeting process. Supervise and insure that financial reports are completed and submitted to the board in a timely manner.
12. Write proposals for grants and/or oversee grant writing.
13. Supervise and insure the accuracy and completion of the Annual Report and annual school calendar and submit them to the board in a timely manner. File all required reports with local, state and federal education agencies, Board of Directors and authorizer.

14. Work with the appropriate staff to develop schedules and staff assignments and to insure the effective and efficient use of time to protect academic subject blocks from disruptions.
15. Communicate policy recommendations for the Board's consideration and action.
16. Serve as chairperson for faculty meetings, academic committees, school improvement committees and administrative committees and attend other committees as needed.
17. Direct and serve as a model to insure the safety, security and attractiveness of the Charter School building and grounds. Oversee the development of a Code of Student Conduct that defines the responsibilities of administrators, teachers, parents, and students in supporting a safe, secure learning environment.
18. Develop, with the Charter School leadership team, the Emergency Response Plan and insure its effective implementation by all staff and students.
19. Provide effective staff and professional development programs that are tied to student learning and match school goals to model continuous professional growth and improved student and teacher performance.
20. Use multiple sources of data collection including standardized tests, portfolios, observations, conferences and grades to assess student performance and to plan instruction.
21. Use technology effectively for administrative, instructional and communications functions.
22. Attend local, state, and national events as much as possible and participate in local and state principals' associations and the California Charter Schools Association.
23. Be familiar with school law, including the implications on the educational program and on liability. Keep abreast of developments and consult with the board members in times of uncertainty.
24. Adhere to all procedures and policies as outlined in the Employee Manual.

Performance Standards:(Marginal)

1. Perform various assigned responsibilities, as allowed by state and federal law; of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills: Master's Degree in education, management or related field. A minimum of three years demonstrated work experience as a HoS/principal, assistant HoS/assistant principal or related professional field.

Needs to demonstrate the ability to:

- Communicate through superior written and oral communications skills.
- Work on multiple projects and adhere to deadlines.
- Respond to requests by the board, authorizer and parents in a positive and timely manner.
- Make sound decisions within the parameters of authority.

- Be courteous, professional and tactful at all times.
- Maintain a positive working relationship with faculty, staff, board members, parents, students, authorizer and community.
- Motivate and create a shared vision within the Charter School community.
- Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Position: *Principal* **Date of Last Revision:** *4/7/2017*

Employment Type: *Professional/Exempt/At-Will* **Reports To:** *Head of School*

Accountable To: *Board of Directors*

Supervisory Responsibilities: *Teachers*

Position Summary: To serve as the Instructional Specialist for all areas of the curriculum and facilitator for all academic programs for the Charter School. Monitor curriculum implementation and instruction to ensure excellence in teaching that supports student achievement. Provide teachers with an exemplary ongoing professional development program that contributes to their development as knowledgeable, informed, responsible and accountable educators and as leaders.. Ensure that students receive a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the continuous development of their intellect and problem solving skills.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the charter school.
2. Provide leadership and fully participate in a school culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of instructional staff, students and own personal performance.
4. Offer continuous and targeted professional development that directly supports the Charter School curriculum and instruction that ensures continuous student achievement of the Charter School's academic standards.

5. Model effective instructional practices, including delivery of instruction using effective teaching strategies, and provide effective feedback, professional development and coaching for teachers in mastering these practices.
6. Provide support through modeling, team teaching or observing each teacher at least twice per month.
7. Exhibit leadership and support for a school philosophy that values continuous learning for adults tied into student learning and other school goals.
8. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify and apply to instructional improvement.
9. Provide opportunities for the community to be involved in student and school success.

Characteristic Duties and Performance Standards: (Essential)

Curriculum and Instruction

1. Accept responsibility for the successful implementation of the Charter School's academic programs and for the achievement of students.
2. Provide leadership in curriculum mapping and lesson planning, in alignment with state standards and grade level expectations.
3. Monitor curriculum implementation and effective instruction, providing feedback, coaching, and training in targeted areas of need.
4. Lead grade level and/or content area meetings on topics of curriculum, instruction, and assessment; and provide leadership in curriculum and instruction during staff meetings, and on an individual basis.
5. Monitor the use of student achievement data from multiple sources (including standardized tests, ILS data, curriculum-based assessments, other assessments and other data) to inform instruction.
6. Provide support for intervention programs based on Personalized Student Achievement Plans and monitor program effectiveness based on data.
7. Guide teachers in the effective use of instructional and support materials for full implementation of all areas of the curriculum.
8. Guide teachers in adapting materials and methods across the curriculum to the learning styles and instructional levels of individual students, using multiple appropriate differentiation strategies, including but not limited to instructional grouping.

Professional Development

1. Guide teachers' learning process towards achievement of curriculum and instruction goals to maximize student achievement.
2. Guide teachers' learning process towards the creation and updating of Personalized Student Achievement Plans and their use to maximize student achievement.

3. Guide teachers' learning process in the use of student achievement data from multiple sources (including standardized tests, ILS data, curriculum-based assessments, other assessments and other data) to inform instruction.
4. Lead teachers in effective planning, curriculum mapping and organization for instruction, in alignment with state standards.
5. Motivate teachers to achieve their highest level of ability and potential through activities, assignments, relationships, participation and feedback; hold high expectations and demonstrate sensitivity to different learning styles.
6. Demonstrate exceptional educational techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences.
7. Use California Academy of Sports Science's Leadership Tool Kit observation tools effectively to monitor effective instruction and provide feedback, support, and coaching for improvement of instruction.
8. Monitor individual progress toward the achievement of goals via the Individualized Professional Development Plan (IPDP) and provide professional development and support/coaching/mentoring as appropriate.

Leadership

1. Model creative instructional methods and procedures that adapt effectively to unusual situations.
2. Organize resources effectively to support learning activities online, in the classroom, the Charter School, and the community.
3. Work cooperatively with parents to generate parents' confidence in the teacher and instructional program.
4. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
5. Promote good citizenship through actions as role model. Display personal qualities that reflect favorably upon the individual, the group, and the Charter School.
6. Provide a school culture based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.

7. Participate in the development of policies and regulations that affect instruction and conditions for success.
8. Provide leadership and expertise as a member of the School Improvement Team or similar, including but not limited to compilation and analysis of needs assessment data and use of the data to set goals, develop plans, and monitor progress toward goals throughout the Charter School improvement process.
9. Identify and participate in professional development opportunities.
10. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
11. Share responsibility for professional, cooperative staff relations and for other activities important to operation of school.
12. Conduct ones self according to professional, ethical principles. Continually strive to improve methods, teaching techniques, and interpersonal relationships. Adhere to all school policies for both students and personnel.
13. Share responsibility for marketing the Charter School in the community.
14. Display pride in being a member of the Charter School Leadership Team.
15. Adhere to all procedures and policies as outlined in the Employee Manual.

Performance Standards: (Marginal)

1. Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills: Bachelor’s Degree in Social Sciences or Humanities, Masters Degree in Curriculum and Instruction or comparable educational attainment; valid teacher certificate (as appropriate, per state requirements) , meeting federal guidelines for highly qualified teacher in at least one content area; demonstrated competence with a minimum of 4 years of classroom teaching experience as a Reading and Language Arts teacher, Social Science and Humanities teacher, and/or media resource specialist and teacher trainer; demonstrated experience as a leader in Curriculum and Instruction or related field. Experience with oral history or the performing arts preferred. Must demonstrate competency in all areas of content responsibility and be computer literate.

Needs to demonstrate the ability to:

- Communicate through superior written and oral communications skills.
- Demonstrate superior facilitation and expert presentation skills
- Exhibit a high caliber of expertise in core subject areas.

- Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
- Research effectively, including Internet research proficiency, working knowledge of MS Word and educational software.
- Map and implement curriculum, in alignment with Common Core State Standards and grade level expectations.
- Analyze achievement data, communicate results, and develop plans for improvement based on the data.
- Demonstrate knowledge and understanding of adult learning theories and the practice of coaching teachers in the area of instruction.
- Make sound decisions within the parameters of authority.
- Be courteous, professional and tactful at all times.
- Maintain a positive working relationship with faculty, staff, board members, parents, students, authorizer and community.
- Work collaboratively with members of the Charter School leadership team, teachers, and others to support the California Academy of Sports Science Academy Model.
- Motivate and create a shared vision within the Charter School community.
- Be respected as an adult learner and as an individual.
- Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

<i>Position: Teacher</i>	<i>Date of Last Revision: 4/7/2017</i>
<i>Employment Type: Professional/Exempt/At-Will</i>	<i>Reports To: Principal</i>
<i>Accountable To: The Board of Directors</i>	
<i>Supervisory Responsibilities: Students, Volunteers, and Assigned Staff.</i>	

Position Summary: To serve as a teacher for the Charter School. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the charter school.
2. Support and fully participate in a school culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of school's academic standards.
5. Support a school philosophy that values continuous learning for adults tied into student learning and other school goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and school success.

Characteristic Duties and Performance Standards: (Essential)

1. Accept responsibility for the achievement of students.
2. Guide the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Demonstrate effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence; taking attendance as required; tracking and submitting grades accurately and on time.
4. Motivate students to achieve at their highest level of ability and potential through activities, assignments, relationships, participation and feedback; set high expectations; and demonstrate sensitivity to different learning styles.
5. Use creative instructional methods and procedures and adapt effectively to unusual situations.
6. Use resources effectively to support learning activities.
7. Demonstrate exceptional techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences.
8. Work cooperatively with parents and generate parents' confidence in the teacher.
9. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
10. Promote good citizenship through actions as role model.
11. Provide an atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
12. Participate in the development of policies and regulations that affect instruction and conditions for success.

13. Use technology effectively for instruction, record keeping and other administrative tasks, and communications
14. Share responsibility for professional, cooperative staff relations and for other activities important to operation of school. Serve, when asked, as a teacher mentor.
15. Adhere to professional, ethical principles. Continually strive to improve classroom methods, teaching techniques, and interpersonal relationships. Adhere to all school policies for both students and personnel.
16. Share responsibility for marketing the Charter School in the community.
17. Display personal qualities that reflect favorably upon the individual, the group, and the Charter School.
18. Display pride in being a teacher and a member of the charter school team by displaying positive behavior and fully participating in the school culture. Attend faculty meetings and participate on committees.
19. Identify and participate in professional development opportunities.
20. Conduct and document parent conferences.
21. Adhere to all procedures and policies as outlined in the Employee Manual.

Performance Standards: (Marginal)

- Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills: Bachelor Degree in Education or related discipline (i.e., social science, humanities). Must have appropriate credentials and be highly qualified as designated by the State Department of Education. Must demonstrate competency in all areas of content responsibility and be computer literate.

Needs to demonstrate the ability to:

- Communicate through superior written and oral communications skills.
- Exhibit a high caliber of expertise in subject matter.
- Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
- Make sound decisions within the parameters of authority.
- Be courteous, professional and tactful at all times.
- Maintain a positive working relationship with faculty, staff, board members, parents, students, authorizer and community.
- Motivate and create a shared vision within the Charter School community.
- Be respected as an adult learner and as an individual.
- Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

<i>Position: School Counselor</i>	<i>Date of Last Revision: 4/7/2017</i>
<i>Employment Type: Professional/Exempt/At Will</i>	<i>Reports To: Principal</i>
<i>Accountable to: The Board of Directors</i>	
<i>Supervisory Responsibilities:</i>	

Position Summary: To provide the Charter School community, parents, student and teachers with an exemplary, ongoing professional student-counseling program. To provide services which contribute and respond to the individual needs of students and their parents by: arranging for initial assessments; participating on IEP team as appropriate; conducting or overseeing evaluations; developing and refining the behavior management system; monitoring interventions; serve as liaison with school staff and outside resources; and maintaining consistency and continuity in the Charter School's response procedures.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the charter school.
2. Support and fully participate in a school culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer resources, professional expertise and coaching that supports student achievement of school's academic standards.
5. Support a school philosophy that values continuous learning for adults tied into student learning and other school goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify and apply to the improvement of the behavior management program.
7. Offer opportunities for the community to be involved in student and school success.

Characteristic Duties and Performance Standards: (Essential)

1. Accept responsibility for the successful implementation of the Charter School's program and for the achievement of students.

2. Develop or refine the behavior management system
3. Assume responsibility for coordinating, monitoring and reporting student interventions.
4. Serve as resource specialist for teachers and parents regarding any counseling needs.
5. Work with students, parents and staff in a compassionate and productive manner.
6. Assist teachers in effective planning, organization and implementation of strategies for optimum behavior management.
7. Serve as liaison to school staff and outside resources; maintain consistency and continuity in the Charter School's response procedures.
8. Plan for initial student assessment and participate on the IEP team as appropriate.
9. Conduct or oversee student evaluations.
10. Utilize excellent research and communication skills, including Internet research, MS Word and educational software to support the behavior program.
11. Guide the teacher learning process toward working with student behavior and time management in order to better implement the personal learning plans of students.
12. Identify and develop creative intervention methods and procedures to adapt effectively to unusual situations.
13. Organize resources effectively to support student learning online, in the classroom, the Charter School, and the community.
14. Demonstrate exceptional counseling techniques including documentation and student tracking.
15. Work cooperatively with parents and generate parents' confidence in the teacher and the Charter School community at large.
16. Demonstrate genuine concern for students and teachers in a climate characterized by high personal and student expectations.
17. Promote good citizenship through actions as a positive role model.
18. Provide a school culture based on the principles of firm, fair, and consistent practices, respect for individual students, and development of responsible citizenship.
19. Participate in the development of policies and regulations that affect student development and conditions for success.
20. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
21. Conduct one-self according to professional, ethical principles.
22. Display personal qualities that reflect favorably upon the individual, the group, and the Charter School.

23. Display pride in being a member of the Charter School Leadership Team.
24. Be familiar with and support school administration in the effective implementation of the Charter School's Emergency Response Plan.
25. Adhere to all procedures and policies as outlined in the Employee Manual.

Performance Standards: (Marginal)

- Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills: Graduate degree in Counseling, Social Work or related field, valid state certification and demonstrated competence as a school based social services counselor. Must demonstrate mastery of all areas of counseling responsibility and be computer literate. Must demonstrate a strong understanding of local, regional, State and Federal resources that support families, students and school institutions.

Needs to demonstrate the ability to:

- Communicate through superior written and oral communications skills.
- Exhibit a high caliber of expertise in counseling and student and family support.
- Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
- Make sound decisions within the parameters of authority.
- Be courteous, professional and tactful at all times.
- Maintain a positive working relationship with faculty, staff, board members, parents, students, authorizer and community.
- Motivate and create a shared vision within the Charter School community.
- Be respected as an adult learner and as an individual.
- Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Position: School Secretary

Date of Last Revision: 4/7/2017

Employment Type: Administrative/Non-Exempt/At-Will Reports To: Principal

Accountable To: Board of Directors

Position Summary: To provide secretarial support to the Principal, Leadership Team and other school staff. To provide excellent maintenance of student, vendor, and correspondence files while complying with all corporate, local, state and federal guidelines and procedures.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the charter school.
2. Support and fully participate in a school culture that focuses on student and adult learning.
3. Set high expectations and standards for the front office support staff.
4. Support the Principal by offering organizational and technical assistance that ensures compliance with all corporate, local, state and federal guidelines and procedures.
5. Support a school philosophy that values continuous learning for adults tied into student learning and other school goals.
6. Support the use of multiple sources of data collection to analyze barriers to student achievement and to access, identify and apply to instructional improvement.
7. Support all efforts to provide opportunities for the community to be involved in student and school success.

Characteristic Duties and Performance Standards: (Essential)

1. Provide continuous support to the Principal and all administrative personnel. Keep the Principal informed of all necessary information including: customer and staff complaints and incidents; planned and unplanned time off.
2. Answer and direct all incoming calls and coordinate the reception of all visitors to the Charter School building.
3. Collect information, prepare reports and correspondence as required by supervisor.
4. Sort and distribute mail.
5. Copy and distribute materials as required by the supervisor.
6. Adhere to the policies and procedures related to the maintenance of all office records and student files.
7. Track documentation, as required, for student files, parent contact, visitors, incident and accident reporting, employee tardiness and absences.
8. Maintain good parent relations and communication through a positive manner and professional image.

9. Utilize all features of computer programs necessary for completing the Charter School reporting procedures.
10. Work effectively with parents and staff and generate parent's confidence in the Charter School and Principal.
11. Demonstrate genuine concern for the students and the staff by maintaining high personal standards and strong work ethic. Be consistent and reliable in arrival and attendance as an essential function to assure the proper operation of the Charter School.
12. Promote good citizenship through actions as a role model.
13. Accept responsibilities as delegated by the Principal and/or other supervisory authority.
14. Use technology with efficiency for record keeping, administrative tasks, and communications.
15. Share responsibility for professional, cooperative staff relations and for activities important to the operation of the Charter School.
16. Conduct one-self according to professional, ethical principles. Continuously strive to improve office methods, clerical techniques, and interpersonal relationships.
17. Accept responsibility for marketing the Charter School in the community.
18. Display personal qualities that reflect favorably upon the individual, the group and the Charter School.
19. Display pride in being a member of the Charter School team and Administrative Staff.
20. Be familiar with and support school administration in the effective implementation of the Charter School's Emergency Response Plan.
21. Adhere to all procedures and policies as outlined in the Employee Manual

Performance Standards: (Marginal)

- Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills: Associates Degree in Secretarial Sciences, Business or related field is required. Three years experience in a secretarial and/or reception position in a high volume office setting is required. High School Diploma and two additional years experience may be substituted for the Associates Degree requirement. Experience in school office operations is preferred.

Needs to demonstrate the ability to:

- Communicate through superior written and oral communications skills.
- Consistently organize incoming and outgoing tasks and communications.
- Consistently utilize all features of the computer programs necessary for completing school reporting procedures. Use Word, Excel, and Outlook programs in a proficient manner. Learn and implement new computer programs as needed.
- Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
- Make sound decisions within the parameters of authority.
- Be courteous, professional and tactful at all times.
- Display a professional appearance.
- Maintain a positive working relationship with faculty, staff, board members, parents, students, visitors, authorizer and community.
- Motivate and create a shared vision within the Charter School community.
- Be respected as an adult learner and as an individual.
- Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Required educational level / credentialing:

Charter School teachers will be required to hold a California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold, in accordance with Education Code section 47605(I), and shall meet applicable “highly qualified” requirements required by the No Child Left Behind Act through prior experience and extensive professional development.

Student to teacher ratio will be in accordance with Education Code Section 51745.6. The Charter School will maintain auditable files of teacher credentials on-site in compliance with applicable law.

Teacher Recruitment

The Charter School will develop a comprehensive teacher recruitment policy to attract highly-qualified, credentialed teachers. The Charter School recruitment strategies for employing highly qualified teachers include using established teacher credentialing services, such as EdJoin, Monster.com, college employment fairs, among other generally acceptable strategies.

The Charter School will advertise locally, regionally and nationally to attract the best staff, using Internet resources as well as local and regional newspapers forums and national periodicals. We will also host local job fairs and attend area college/university job fairs.

Teachers will be required to hold a degree in education or related discipline (*i.e.* social science, humanities), hold the appropriate certification, demonstrate competence in all areas of content responsibility, demonstrate computer literacy, be respected as a professional educator and as an individual, and exhibit excellent verbal and written expression as well as strong interpersonal skills. Additional qualifications for staff positions are available upon request. Additionally, thorough background screenings will be performed on all staff at the Charter School.

Professional Development

. The Charter School is committed to providing continuous opportunities to better teaching and leadership at the Charter School.

Teachers will engage in pedagogy trainings as well opportunities in subject matter, licensure, or continued education experiences in their fields. Our approach is two-fold. Teachers and leaders will work on their own development in their fields of expertise as well as receiving cross-curricular training to understand curriculum implementations. This is crucial for we believe that for teachers and leaders to be effective, they must maintain high standing in their own respect and take ownership of their careers. This leads to the second cadre of our approach – a focus on curricular, instructional, and instructional-climate strategies to improve student success. Teachers and leaders must be armed with the confidence, knowledge, tools, and experience to maximize effectiveness. We therefore pair student performance data, parent satisfaction data and climate findings with instructional strategies that reinforce progress and success or meet the need to change what's ineffective.

Teacher Training and Support: A Rand (Critical Technologies Institute, March 1995) study found that new teaching strategies can require as much as 50 hours of instruction, practice, and coaching before teachers can effectively use them. California Academy of Sports Science provides teachers with ongoing training and devote at least 20 days the first year and 15 days each additional year towards professional development. Teachers new to California Academy of Sports Science receive and participate in two weeks of pre-service training. This training gives teachers a solid set of tools, strategies and resources to help them implement the curricula successfully—and bring success to students. Week 1 of pre-service training is presented by California Academy of Sports Science staff in a style that models the effective teaching strategies teachers are to use in their real and/or virtual classrooms. Not only do participants learn about effective teaching strategies, they experience them. During each day of the five-day training, teachers explore, practice, and apply pedagogical philosophies, and strategies in community building, classroom and/or online educational management, informal and formal assessment, and effective teaching.

During Week 2 of pre-service training, new teachers are joined by returning teachers. During this week, teachers apply their new knowledge--gained during Week 1--even more specifically.

Teachers work together to become familiar with their curricula, identify and apply effective teaching strategies, and connect with standards. Teachers then write lesson plans to reflect these goals. They also practice implementing lessons for their peers and supervisors—gaining valuable feedback to ensure that their first days in the classroom are confident and successful.

During training, teachers also receive brief checklists outlining the essential elements that should be evident as they teach language arts, math, science, and social studies. They understand that these checklists can and will be used by their Program Facilitator and Principal for informal review of their teaching practices in action. These checklists serve as excellent tools for discussion, feedback and tracking of teacher growth. Teachers are encouraged to keep their checklists in a prominent or easily accessible place so that they have an on-going reminder of key aspects of an effective learning environment.

Teachers receive on-going support from their program facilitators during weekly grade group meetings and an additional 5 in-service days throughout the year. During these meetings program facilitators address teachers concerns and provide additional information, resources, and strategies to ensure that teachers continue to create educational experiences that foster student achievement. A California Academy of Sports Science newsletter is also sent out to educational staff on a regular basis, providing them with updates, hints, reminders, and other information that will support them in meeting the needs of their students.

In-service education at the Charter School will be tailored to the student population and to instructional strategies. Several strategies will support ongoing teacher training. One or more in-house curriculum specialists provide regular teacher training and curriculum support. These program facilitators provide ongoing professional development, pedagogical training and teaching support. tively on the talents, passions and resources of teachers, parents, and community members. Workshops provided for teaching staff will include, but are not limited to, reclaiming youth at risk, resiliency training, the application of technology in instructional settings, Common Core State Standards, assessment, and the development of instructional learning work plans.

To reward excellence in teaching and mentoring, California Academy of Sports Science has a professional track including a variety of seminars and conferences teachers may attend based on their individual professional development plan. The Charter School will allocate resources to professional development opportunities as part of our efforts to attract and maintain highly qualified staff. California Academy of Sports Science will also work with the Charter School to implement strategies to ensure that we do not lose our most valuable resource—trained, committed teachers—to the competition, be it charter, district, or private. New charter schools tend to attract risk takers who are excited by the possibility of starting from scratch and creating a new school of choice in communities that have had few or no educational options. Such staff members energize the Charter School and contribute to the vitality and flexibility that will undoubtedly become a defining tenet of the Charter School's school culture.

ELEMENT 6: HEALTH AND SAFETY PROCEDURES

Governing Law: 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, the Charter School will adopt and implement full health and safety procedures in consultation with its insurance carriers and risk management experts to implement the above policies. The Charter School will maintain a copy of facilities inspections on file. Safety and disaster plans appropriate to the facilities will be developed.

The following is a summary of the health and safety policies of the Charter School:

- **Procedures for Background Checks**

Employees and contractors of the Charter School will be required to submit to a criminal background check and furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. 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 Head of School of the Charter School shall monitor compliance with this policy and report to the Board of Directors on a quarterly basis. The Board President shall monitor the fingerprinting and background clearance of the Head of School. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

- **Role of Staff as Mandated Child Abuse Reporters**

All non-certificated and certificated staff will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District.

- **TB Testing**

Employees will be tested for tuberculosis prior to commencing employment as required by Education Code Section 49406.

- **Immunizations**

All students enrolled and staff will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster.

- **Medication in School**

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school.

- **Vision, Hearing/Scoliosis**

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

- **Diabetes**

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

- **Blood borne Pathogens**

The Charter School 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, students and staff should follow the latest medical protocol for disinfecting procedures.

- **Drug Free/Alcohol Free/Smoke Free Environment**

The Charter School shall function as a drug, alcohol and tobacco free workplace.

- **Facility Safety**

The Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. 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.

Comprehensive Sexual Harassment Policies and Procedures

The Charter School 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). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's sexual harassment policy.

ELEMENT 7: RACIAL AND ETHNIC BALANCE

Governing Law: The means by which the school will achieve 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)

The Charter School will implement a student recruiting strategy that will ensure that the student population at the Charter School will be reflective of the general population residing within the territorial jurisdiction of the District. The Charter School will monitor the racial and ethnic balance among its students on an annual basis and implement remedial measures if the Charter School's student population is not reflective of the general student population of the District. The Charter School will engage in a variety of means and strategies to try to achieve a racially and ethnically diverse student population. These strategies include the following:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.
- The development of promotional and informational material that appeals to all of the various racial and ethnic groups represented in the district.

Student recruitment efforts may include, but are not limited to, direct mail, print advertising, and informational meetings directed toward targeted student populations to recruit students from the various racial and ethnic groups represented in the district.

ELEMENT 8: ADMISSIONS REQUIREMENTS

Governing Law: Admissions requirements, if applicable. —California Education Code Section 47605(b)(5)(H)

The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). The Charter School shall comply with all applicable legally required minimum and maximum age requirements.

Upon admission to the Charter School, the registration process is comprised of the following:

- Completion of a student registration form;
- Proof of Immunization;
- Home Language Survey;
- Completion of Emergency Medical Information Form;
- Proof of minimum and maximum age requirements, e.g. birth certificate;
- Execution of a master agreement as required by independent study law.

All students who wish to attend the Charter School shall be admitted, subject only to capacity. Admission to the Charter School shall not be determined by the place of residence of the student or his or her parent in the State, except as provided in Education Code Section 47605(d)(2) and Education Code Section 51747.3.

If the number of students who wish to attend the Charter School exceeds the Charter School's capacity, admission, except for existing students of the Charter School, shall be determined by a public random drawing. In the case of a public random drawing, the following will be given preference for admission to the Charter School:

1. Existing students enrolled in the Charter School
2. Siblings of existing students enrolled in the Charter School
3. Children of Charter School employees
4. Students who reside in the District
5. Students who reside in San Diego County
6. All other applicants

The Charter School and District mutually agree that the preferences in the public random drawing as listed above are consistent with Education Code Section 47605(d)(2) and applicable federal law and non-regulatory guidance; however, should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program (PCSGP), such modifications may be made at the Charter School's discretion without any need to materially revise the charter as long as such modifications are consistent with the law and written notice is

provided by the Charter School to the District.

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the lottery. This wait list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a wait list carry over to the following school year.

Public random drawing rules, deadlines, dates and times will be communicated in the application form and on the Charter School's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. The Charter School will also inform parents of all applicants and all interested parties of the rules to be followed during the public random drawing process via mail or email at least two weeks prior to the lottery date.

The Charter School will conduct the lottery in the spring for enrollment in fall of that year should it be necessary.

ELEMENT 9: INDEPENDENT FINANCIAL AUDIT

Governing Law: 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)

An annual independent fiscal audit of the books and records of the Charter School will be conducted as required under the Charter Schools Act, section 47605(b)(5)(I) and 47605(m). The books and records of the Charter School and the operating corporation California Academy of Sports Science will be kept in accordance with generally accepted accounting principles, and shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controllers K-12 Audit Guide.

An audit committee will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and shall be included by the State Controller's Office on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

It is anticipated that the annual audit will be completed within four months of the close of the fiscal year and that a copy of the auditor's findings will be forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Head of School, along with the audit committee, will review any audit exceptions or deficiencies and report to the Charter School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent fiscal audit of the Charter School is public record to be provided to the public upon request.

ELEMENT 10: SUSPENSION/EXPULSION PROCEDURES

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

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.*, which describes the noncharter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. 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. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available on request at the Principal's office.

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

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

A. 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 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.

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.

- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- r) Made terroristic 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.
- s) 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.

- t) 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.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) “Electronic Act” means the creation and transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:

- (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
- x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

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

3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.

- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- r) Made terroristic 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.
- s) 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.
- t) 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.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

- 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

- 2) “Electronic Act” means the creation and transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).

x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

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

If it is determined by the Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

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

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

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two school days, 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 Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of Expulsion by the Principal or Principal's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Principal or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

D. Authority to Expel

A student may be expelled either by the Charter School Board following a hearing before it or by

the Charter School Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the pupil or a Board member of the Charter School's governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the Pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the Pupil makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours 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 entity 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 Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the 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.

G. Record of Hearing

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

H. 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 recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

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

I. Written Notice to Expel

The Head of School or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Head of School or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

J. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

K. No Right to Appeal

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board's decision to expel shall be final.

L. Expelled Pupils/Alternative Education

Pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

M. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the 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.

N. 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 Board following a meeting with the Head of School or designee 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 Head of School or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the Charter School's capacity at

the time the student seeks readmission.

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

1. Notification of District

The Charter School shall immediately notify the District and coordinate the procedures in this policy with the District of the discipline of any student with a disability or student who the Charter School or District would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the

Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the Charter School agree otherwise.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Head of School or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;

- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

ELEMENT 11: RETIREMENT SYSTEMS

Governing Law: The manner by which staff members of the Charter Schools will be covered by the State Teachers' Retirement System, the Public Employee's Retirement System, or federal social security. —California Education Code Section 47605(b)(5)(K)

The Charter School will structure its employee compensation plan in a manner that will attract candidates with the necessary skills and experience.

All Charter School employees will participate in the Social Security system and full time employees will have access to California Academy of Sports Science's 401(k) program.

The Principal shall coordinate and ensure appropriate arrangements are made for coverage in applicable retirement programs.

ELEMENT 12: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. —California Education Code Section 47605(b)(5)(L)

No student may be required to attend the Charter School. Students who reside within the District who choose not to attend the Charter School may attend school within the District according to District policy or at another school district or school within the District through the District's intra and inter-district policies. Parents and guardians of each student enrolled in the charter school will be informed on admissions forms that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in the charter school, except to the extent that such a right is extended by the local education agency.

ELEMENT 13: EMPLOYEE RETURN RIGHTS

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

No person shall be required to work at the Charter School. Persons employed at the Charter School are not considered employees of the District for any purpose whatsoever. Employees of the District who resign from District employment to work at the Charter School and who later wish to return to the District shall be treated the same as any other former District employee seeking reemployment. The Charter School shall not have any authority to confer any rights to return on District employees. Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

ELEMENT 14: DISPUTE RESOLUTION

Governing Law: The procedures to be followed by the Charter School and the entity granting the charter to resolve disputes relating to provisions of the charter—California Education Code Section 47605(b)(5)(N)

If the District determines that a violation of the Charter or law may have occurred or a problem has arisen related to the operation of the Charter School or the District's oversight obligations, or a dispute otherwise arises between the District and the Charter School, the following procedures shall be followed to resolve the dispute:

1. Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately or take action as it deems necessary.
2. If the violation or issue in question does not constitute a severe and imminent threat, the District will provide oral or written notification of the violation or issue. The date that this notice is orally provided or sent shall be the "Notice Date." This notice will constitute the notice required under the provisions of Education Code 47607(d) prior to revocation of a charter. Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and under no circumstances will the meeting be held more than ten (10) calendar days after the Notice Date. The District representative at the meeting will be the Superintendent or the Superintendent's designee, and the Charter School representative will be the California Academy of Sports Science's Principal. If the dispute is not resolved at this meeting, the parties will proceed to step 3.
3. The District shall send written notification to the Charter School setting forth the violation or issue and demanding that it be cured. The Charter School shall have a reasonable amount of time not to exceed thirty(30) calendar days, or such longer period as is agreed to in writing between both parties, after the date such written notice is sent to cure the violation or issue. All periods of time from the Notice Date through the completion of this formal time given for cure (as well as any time during which any informal attempts at resolution are required of the parties), shall constitute the reasonable cure period required by Education Code Section 47607 prior to revocation of a charter. If the violation or issue is not cured within this time period, the parties will proceed to Step 4.
4. The District may commence revocation of the Charter and/or other appropriate action in accordance with Education Code Section 47607 or applicable law.

The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.

ELEMENT 15: PUBLIC SCHOOL EMPLOYER

Governing Law: A declaration whether or not the Charter School shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act.—California Education Code Section 47605(b)(5)(O)

California Academy of Sports Science shall be deemed the exclusive public school employer of the Charter School employees for purposes of the Educational Employment Relations Act (“EERA”). California Academy of Sports Science will comply with the EERA.

ELEMENT 16: CLOSURE PROCEDURES

Governing Law: 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 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)

Closure of the Charter School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Board of Directors will promptly notify parents and students of the Charter School, the District, the San Diego County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Board will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

The Board will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, the Charter School will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. The Charter School will ask the District to store original records of Charter School students. All records of the Charter School shall be transferred to the District upon School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified

Certified Public Accountant selected by the Charter School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the charter school.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the Charter School and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another California public educational entity. Any assets acquired from the District or District property will be promptly returned upon School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As the Charter School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

MISCELLANEOUS PROVISIONS

Budgets

Governing Law: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. – California Education Code Section 47605(g)

Financial Reporting

The Charter School shall provide reports to District in accordance with Education Code Section 47604.33 as follows and shall provide additional fiscal reports as requested by the District or County Superintendent of Schools:

1. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement.
2. By July 1, an annual update required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, State Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final non-audited report from the full prior year. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

Insurance

The Charter School shall acquire and finance general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance and based on District Insurer recommendations. The District Board of Education shall be named as an additional insured on all policies of the Charter School. Prior to opening, the Charter School shall provide evidence of the above insurance coverage to the District.

Administrative Services

Governing Law: the manner in which administrative services of the school are to be provided. – California Education Code Section 47605(g).

The board reserves the right to contract with outside services suppliers to assist in the day-to-day management of the Charter School.

Facilities

Governing Law: the facilities to be utilized by the school. The description of facilities to be used by the charter school shall specify where the school intends to locate. – California Education Code Section 47605(g)

LIABILITY IMPACT ON THE DISTRICT

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

Intent

This statement is intended to fulfill the terms of Education Code Section 47605(g) and provides information regarding the proposed operation and potential effects of the Charter School on the District.

Civil Liability

A California non-profit public benefit corporation shall operate the Charter School. 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. The specific purposes for which the corporation is organized are for the operation of a California public charter school for educational services in accordance with the Education Code Section 47600, *et seq.*

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. As stated above in the Governance section, the Articles of Incorporation, bylaws and Conflict of Interest Code are attached as Appendix. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other requested protocol to ensure the District shall not be liable for the operation of the Charter School.

Further, the Charter School and the District shall enter into a memorandum of understanding, wherein the Charter School shall indemnify the District for the actions of the Charter School under this charter.

The corporate bylaws of Charter School shall provide for indemnification of the Charter School's Board of Directors, officers, agents, and employees, and the Charter School will purchase general liability insurance, Directors and Officers insurance, and fidelity bonding to secure against financial risks. The District shall be named an additional insured on the general liability insurance of the Charter School.

As stated above, insurance amounts will be determined by recommendation of the Charter School's insurance company for schools of similar size, location, and student population. The District shall be named an additional insured on the general liability insurance of the Charter School.

The Board of Directors will institute appropriate risk management practices, including screening of employees, establishing codes of conduct for students, and dispute resolution.

CONCLUSION

By approving this charter, the Dehesa School District will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning; increase learning opportunities for all pupils with special emphasis on expanded learning opportunities for all pupils who are identified as academically low achieving; create new professional opportunities for teachers; and provide parents and pupils with expanded choices in education and following the directive of law to encourage the creation of charter schools. The Petitioners are eager to work independently, yet cooperatively with the District to set the highest standard for what a charter school should and can be. To this end, the Petitioners pledge to work cooperatively with the District to answer any concerns over this document and to present the District with the strongest possible proposal for approval of a charter term from September 1, 2017 through June 30, 2022.

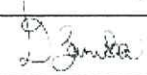
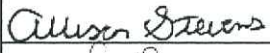

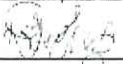


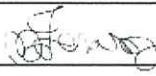
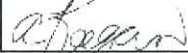
Appendices

<i>Teacher Signatures</i>	100
<i>Articles of Incorporation</i>	101
<i>Budget Projection</i>	102
<i>CDE Independent Attendance Accounting Guidance</i>	104
<i>Bylaws of Online Southern California</i>	106
<i>Conflict of Interest Policy</i>	120
<i>Conflict of Interest Certification</i>	124
<i>Brief Overview of Course Offerings</i>	125
<i>Proposed 2017-18 School Calendar</i>	131
<i>California Academy of Sports Science Independent Study Policy</i>	133

**Charter Petition Signatures
Teachers**

I, Justin Schmitt as petitioner, certify that under California Education Code Section 47605(a) the undersigned represent fifty percent (50%) or greater of the number of teachers meaningfully interested in teaching at the charter school.

The undersigned understand that signing the charter petition declares their intention to actively participate in the formation of the school, they are meaningfully interested in teaching at the charter school and that they have been informed of the contents of the charter petition.

Signature	Printed Name	Type of Credential
	D. Zamiska	Multiple Subject Professional Clear/ Reading Specialist
	A. Stevens	Multiple Subject Professional Clear
	A. Eshleman	Multiple Subject Professional Clear
	D. Hughes	Multiple Subject Professional Clear
	L. Fischer	Multiple Subject Professional Clear
	S. Giese	Multiple Subject Professional Clear
	M. Teramura	Multiple Subject Professional Clear
	A. Keegan	Single Subject Clear

3966287

ARTS-PB-501(c)(3) Articles of Incorporation of a Nonprofit Public Benefit Corporation

To form a nonprofit public benefit corporation in California, you can fill out this form or prepare your own document, and submit for filing along with:

- A \$30 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form or document.

Important! California nonprofit corporations are not automatically exempt from paying California franchise tax or income tax each year. A separate application is required in order to obtain tax exempt status. For more information, go to https://www.ftb.ca.gov/businesses/exempt_organizations or call the California Franchise Tax Board at (916) 845-4171.

Note. Before submitting this form, you should consult with a private attorney for advice about your specific business needs.

FILED
Secretary of State
State of California
DEC - 5 2016

cc This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm

Corporate Name (List the proposed corporate name. Go to www.sos.ca.gov/business/be/name-availability.htm for general corporate name requirements and restrictions.)

① The name of the corporation is ONLINE OF SOUTHERN CALIFORNIA

Corporate Purpose (Item 2a. Check one or both boxes. Item 2b. The specific purpose of the corporation must be listed if you are organizing for "public" purposes or if you intend to apply for tax-exempt status in California.)

- ② a. This corporation is a nonprofit **Public Benefit Corporation** and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public purposes. charitable purposes.
- b. The specific purpose of this corporation is to manage, operate and promote California charter school

Service of Process (List a California resident or an active 1505 corporation in California that agrees to be your initial agent to accept service of process in case your corporation is sued. You may list any adult who lives in California. You may not list your own corporation as the agent. Do not list an address if the agent is a 1505 corporation as the address for service of process is already on file.)

③ a. Jason Schrock
Agent's Name

b. 3300 Macarthur Blvd, Suite 330 Irvine CA 92660
Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box *City (no abbreviations)* *State Zip*

Corporate Addresses

④ a. 3300 Macarthur Blvd, Suite 330 Irvine, CA 92660
Initial Street Address of Corporation - Do not list a P.O. Box *City (no abbreviations)* *State Zip*

b. _____
Initial Mailing Address of Corporation, if different from 4a *City (no abbreviations)* *State Zip*

Additional Statements (The following statements are required to obtain tax exemption from the Internal Revenue Service or the California Franchise Tax Board under Internal Revenue Code section 501(c)(3). Note: Corporations seeking other types of tax exemptions should not use this form.)

- ⑤ a. This corporation is organized and operated exclusively for the purposes set forth in Article 2a hereof within the meaning of Internal Revenue Code section 501(c)(3).
- b. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.
- c. The property of this corporation is irrevocably dedicated to the purposes in Article 2a hereof and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.
- d. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational and/or religious purposes and which has established its tax-exempt status under Internal Revenue Code section 501(c)(3).

This form must be signed by each incorporator. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of incorporation.

Caitlin Alexander Caitlin Alexander
Incorporator - Sign here *Print your name here*

Make check/money order payable to: Secretary of State	By Mail	Drop-Off
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.	Secretary of State Business Entities, P.O. Box 944260 Sacramento, CA 94244-2600	Secretary of State 1500 11th Street, 3rd Floor Sacramento, CA 95814

**California Academy of Sports Science
Five Year Budget Projection**

	FY18	FY19	FY20	FY21	FY22
Enrollment	175	270	400	550	750
ADA 95% of enrollment	166.25	256.50	380.00	522.50	712.50
Fund Balance, Beginning	0	70,280	194,497	384,748	655,384
REVENUES					
LCFF	1,442,595	2,347,173	3,608,044	5,150,884	7,038,446
EPA	33,250	51,300	76,000	104,500	142,500
Special Education		161,595	239,400	329,175	448,875
Lottery		48,479	71,820	98,753	134,663
Total Revenues	1,475,845	2,608,547	3,995,264	5,683,312	7,764,484
EXPENDITURES					
INSTRUCTION					
Classroom Teachers	440,000	845,625	1,329,041	1,954,556	2,549,808
Specialty Teachers/Counselors	50,500	155,288	159,170	163,149	222,970
Student support/Classified	0	43,563	89,303	91,536	140,736
Retirement	49,050	162,949	269,813	404,482	529,601
Payroll Taxes	14,470	33,513	52,073	70,848	94,674
Health Insurance	63,000	146,055	228,399	325,850	449,575
Workers Compensation	12,263	26,112	39,438	55,231	72,838
Professional Development	20,000	23,000	59,000	73,750	154,643
Special Education	87,500	162,000	239,400	329,175	449,000
Travel	31,500	39,375	59,063	73,828	110,742
Textbooks & Instructional Supplies	288,750	317,625	428,794	557,432	864,019
Student Activities/Field Trips	12,000	12,300	17,220	18,942	24,625
Student Assessment	13,000	14,300	15,730	17,303	23,359
Software	43,750	48,125	64,969	84,459	130,912
IT Services	10,000	18,900	28,000	38,500	52,500
Contracted Services-Educational Consultants	73,792	95,939	221,043	315,323	466,761
Total Instruction	1,209,574	2,144,668	3,300,455	4,574,364	6,336,763
SCHOOL ADMINISTRATION					
Principal/Director	40,000	41,000	42,025	172,303	176,610
Admin Support	0	35,875	36,772	75,382	77,267
Retirement	4,000	6,675	7,619	32,910	33,733
Payroll Taxes	1,180	4,492	4,604	11,980	12,280
Workers Compensation	1,000	1,922	1,970	6,192	6,347
Health Insurance	3,500	7,490	8,014	34,300	36,700
Legal Fees	4,000	4,600	5,750	6,613	20,000
Contracted Services - Audit	5,000	7,000	15,000	16,500	18,150
Business Services	44,275	71,954	110,521	157,662	215,428
Insurance-General	5,000	5,000	6,250	9,375	11,719
Disrict Fees-Oversight	29,517	47,969	73,681	105,108	143,619
Student Information System	10,000	16,200	30,000	41,250	56,250
Communications	21,000	26,100	39,150	43,065	48,164
Adminstration Other	27,519	63,385	123,201	125,672	201,717
Total School Administration	195,991	339,662	504,557	838,312	1,057,983
Total Expenditures	1,405,565	2,484,330	3,805,013	5,412,676	7,394,746
Excess Revenues over Expenditures	70,280	124,217	190,251	270,636	369,738
FUND ENDING BALANCE	70,280	194,497	384,748	655,384	1,025,122
Required 5% Reserve	70,278	124,217	190,251	270,634	369,737
Reserve Met	yes	yes	yes	yes	yes

Calculation for 80-40 percentages					
	FY18	FY19	FY20	FY21	FY22
Percent of instructional expenses to State revenues:	81.96%	82.22%	82.61%	80.49%	81.61%
Percentage of credentialed salaries to State revenues:					
Certificated Credentialed Salaries	490,500	1,000,913	1,488,210	2,117,705	2,772,778
Retirement	49,050	162,949	269,813	404,482	529,601
Paryoll Taxes	14,470	29,527	43,902	62,472	81,797
Workers Compensation	12,263	25,023	37,205	52,943	69,319
Health Insurance	63000	138,565	209,399	291,550	427,575
Total	629,282	1,356,976	2,048,529	2,929,152	3,881,070
Total Percentage of Certificated Salaries to Revenues	42.64%	52.02%	51.27%	51.54%	49.98%



JACK O'CONNELL
State Superintendent
Public Instruction
December 9th 2004

December 2004

Dear Charter School Administrators and Authorizers:

Charter school officials have asked what the required attendance accounting audit trail is for their schools' nonclassroom-based independent study average daily attendance (ADA).

[Education Code Section 51942.1](#) sets forth specific requirements with which charter schools must comply as conditions of apportionment. Among other things, [Education Code Section 51942.1](#) requires that charter schools that provide nonclassroom-based independent study must comply with the provisions of Article 5.5 (commencing with [Education Code Section 51942.1](#)) of Chapter 5 of Part 28 of the *Education Code* and implementing regulations adopted thereunder.

Within the referenced Article 5.5, [Education Code Section 51942.1](#) specifically limits the amount of apportionment credit that may be claimed for nonclassroom-based independent study to the extent of the time value of student work products, as personally judged in each instance by a certificated teacher. Pursuant to [Education Code Section 51942.1](#) and [Education Code Section 51942.1](#) thereby clearly requires that charter school nonclassroom-based independent study teachers, as one condition of apportionment, assess and record the time value of their students' work.

In traditional schools, teachers assess the time value of nonclassroom-based independent study work to determine the completion of at least the "minimum day" defined in law for the grade level of the student and thereby record a "day of attendance." Those minimum day definitions do not apply to charter schools, however. Charter nonclassroom-based independent study school teachers, therefore, have no *statutory* standards on which they must base their time value calculations. The absence of a statutory minimum day standard for charter schools also means that [Education Code Section 51942.1](#) alone cannot reasonably provide a complete basis for determining apportionment credit for nonclassroom-based independent study. [Education Code Section 51942.1](#) acts as a nonclassroom-based independent study-only requirement *beyond* the fundamental charter school ADA provisions in Title 5, which can be found by searching the [California Code of Regulations](#).

[CCR Section 11960](#), which can be found by searching the [California Code of Regulations](#) defines "attendance," for use in calculating charter school ADA, as occurring when "charter school pupils [are] engaged in educational activities required of them by their charter schools on days when school is actually taught in their charter schools" - with the proviso that "no charter school pupil may generate more than one day of attendance in a calendar day." To those provisions, then, [Education Code Section 51942.1](#) in effect adds the requirement that the amount of work done by the student on

a day of nonclassroom-based independent study attendance must have a time value, judged as required, of at least one day.

To put the matter another way, the minimum *amount* of work necessary to constitute a charter school day of nonclassroom-based independent study attendance is within the charter school's and teacher's discretion to determine - but whatever that minimum amount of work is, it *must* be done *on* the scheduled school day for which it is claimed as attendance for ADA purposes. Any amount of work done beyond the minimum on that day generates no further ADA credit. The central elements of the audit trail for charter school nonclassroom-based independent study ADA, then, are (1) the calendar showing which days are school days and (2) contemporaneous records for each student identifying clearly each school day in that calendar on which the student "engaged in [required] educational activities" to an extent sufficient to constitute at least one day of time value. Charter schools annual calendar must meet or exceed 175 days in any fiscal year in order to generate full apportionment credit, unless the charter school has a State Board of Education approved waiver. In addition, [CCR Section 11700.5](#) requires charters to "offer at a minimum, the same number of minutes of instruction set forth in [CCR Section 11700.5](#) for the appropriate grade levels."

Other record-keeping requirements specific to nonclassroom-based independent study are set forth in [CCR Section 11703](#) which can be found by searching the [California Code of Regulations](#) for [CCR Section 11703](#). [CCR Section 11700](#), which can be found by searching the [California Code of Regulations](#) for [CCR Section 11700](#), is one of the "implementing regulations" referred to in [CCR Section 11700.5](#), meaning that all its provisions are applicable to charter schools as conditions of apportionment.

We conclude that both methods of attendance accounting are required for charter schools offering nonclassroom-based independent study instruction. We strongly recommend charter schools work directly with their auditor to develop appropriate and adequate record keeping and bookkeeping procedures to insure that the charter school remains compliant with both time value and contemporaneous record requirements.

For additional information, you may contact the Charter Schools Division at 916-322-6029 or the School Fiscal Services Division at 916-324-4541.

Sincerely,

Marta Reyes, Director

Charter Schools Division

Scott Hannan, Director

School Fiscal Services Division

Last Reviewed: Friday, July 7, 2017

**BYLAWS
OF
ONLINE OF SOUTHERN CALIFORNIA**
(A California Non-profit Public Benefit Corporation)

NAME

The name of this corporation is: Online of Southern California

PRINCIPAL OFFICE OF THE CORPORATION

The principal office for the transaction of the activities and affairs of this corporation is to be determined, or such other place as the Board of Directors (the “Board”) may designate from time to time.

OTHER OFFICES OF THE CORPORATION

The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

GENERAL AND SPECIFIC PURPOSES

The purpose of this corporation is to create, manage, operate, guide, direct and promote the California Academy of Sports Science (“Charter School”). Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any activities that are not permitted by:

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

CONSTRUCTION AND DEFINITIONS

Unless the context indicates otherwise, the general provisions, rule of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

DEDICATION OF ASSETS

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

CORPORATIONS WITHOUT MEMBERS

This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The Corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

BOARD OF DIRECTORS

GENERAL POWERS.

Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors. The Board may delegate the management of the Corporation's activities to any person(s), management company or committees (Article VII, Section 21), however composed, provided that all corporate powers shall be exercised under the ultimate direction of the Board.

SPECIFIC POWERS.

Without prejudice to the general powers set forth in these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

Subject to any applicable contractual or other legal requirements, appoint and remove, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.

Change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California.

Borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

DESIGNATED DIRECTORS AND TERMS

The authorized number of directors shall be not less than (3) and not more than five (5), as set by the adopted Bylaws of the Board, unless changed by amendment to these bylaws. The qualifications for directors are generally the ability to attend Board meetings, a willingness to actively support and promote California Academy of Sports Science Charter School, and a dedication to its educational philosophy and goals. In addition, directors should demonstrate leadership, initiative and a high level of professionalism. Directors must be able to work effectively as a member of a team and to put aside all personal agendas so that the best interests of the school as a whole are put foremost. It is in the best interests of the school that directors include persons who can represent the interests of the following constituencies:

Community Representatives: Three directors may be selected from the California Academy of Sports Science Charter School community.

District Representative: A person selected by the Dehesa School District is permitted to serve as a member and may participate as a voting member and be counted as a member for or against a quorum.

Directors shall be chosen from nominations as specified in the Bylaws at an annual meeting as needed to fill vacancies.

RESTRICTION ON INTERESTED PERSONS AS DIRECTORS

No more than 49 percent of the persons serving on the Board of Directors may be interested persons. An interested person is any person compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the Corporation.

DIRECTORS' TERM

Each director shall hold office for a 3-year term or until a successor director has been designated, qualified and voted on. In order to provide continuity of leadership, directors' terms shall be staggered in such manner, as the Board deems appropriate.

NOMINATIONS BY COMMITTEE

The Board of Directors may appoint a Nominating Committee. The Nominating Committee shall designate qualified candidates for any election to the Board of Directors, according to the composition criteria set forth in the Bylaws. The Nominating Committee shall make its report to the Board at least seven (7) days before the date of the election or at such other time as the Board of Directors may set. The Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates designated by the Nominating Committee. The Nominating Committee may also solicit and designate qualified candidates for election to Standing Committees.

USE OF CORPORATE FUNDS TO SUPPORT NOMINEE

If more people have been nominated for director than can be elected, no Corporation funds may be expended to support a nominee.

EVENTS CAUSING VACANCIES ON BOARD

A vacancy or vacancies on the Board of Directors shall occur in the event of the death or resignation of any director, the removal of a director with or without cause, by resolution of the Board as noted below; the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; and

The increase of the authorized number of directors and failure to meet the qualifications established by these bylaws; or

Any director may be removed, with or without cause, by a two thirds vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given.

Any vacancy caused by the removal of a director shall be filled as provided in for in the Bylaws; or

Any director who does not attend three successive Board meetings will automatically be removed from the Board without Board resolution unless:

- The director requests a leave of absence for a limited period of time, and the leave is approved by the directors at a regular or special meeting (if such leave is granted, the number of Board members will be reduced by one in determining whether a quorum is or is not present),
- The director suffers from an illness or disability that prevents him or her from attending meetings and the Board by resolution waives the automatic removal procedure of this subsection; or
- The Board by resolution of the majority of Board members must agree before a director who has missed three meetings may be reinstated.

RESIGNATION OF DIRECTORS

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

DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS

Except on notice to the California Attorney General, no director may resign if the Corporation would be left without a duly elected director or directors.

VACANCIES FILLED BY BOARD

Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by the unanimous consent of the directors then in office, the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or a sole remaining director.

NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS

Any reduction of the authorized number of directors shall not result in any director being removed before his or her term of office expires.

PLACE OF BOARD OF DIRECTORS MEETINGS

Meetings shall be held at the principal office of the Corporation in San Diego or surrounding counties within the jurisdiction of the corporation. The Board of Directors may designate that a meeting be held at any place within San Diego or counties contiguous to San Diego County that has been designated by resolution of the Board of Directors or in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and current provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., or as said chapter might be modified by subsequent legislation.

MEETINGS BY TELEPHONE OR OTHER TELECOMMUNICATIONS EQUIPMENT

Conference telephone, video screen communication, or other communications equipment may be used to hold any Board of Directors meeting. Participation in a meeting shall constitute presence in person at the meeting if all of the following apply:

- Each member participating in the meeting can communicate concurrently with all other members.
- Each member is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the Corporation.
- The Board of Directors has adopted and implemented a means of verifying both of the following:
 - A person communicating by telephone, video screen, or other communications equipment is a director entitled to participate in the Board of Directors' meeting.
 - All statements, questions, actions or votes were made by that director and not by another person not permitted to participate as a director.
- All locations of telephonic communication must be open to the public.
- The meeting is held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

ANNUAL AND REGULAR MEETINGS

Regular meetings of the Board of Directors shall be held on a quarterly basis as scheduled and authorized by the members of the Board. Advance notice of any such meetings shall be posted in a conspicuous location on California Academy of Sports Science Charter School's primary campus and on the School's Web site no later than three (3) days prior to any such meeting. The Board of Directors shall hold an annual meeting for purposes of organization, election of

officers, and transaction of other business. The Board may hold regular, special and emergency meetings. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

AUTHORITY TO CALL SPECIAL MEETINGS

The Chairman of the Board or a majority of the directors may call special and emergency meetings of the Board of Directors for any purpose at any time.

NOTICE OF SPECIAL OR EMERGENCY MEETINGS

Notice of the time and place of special or emergency meetings shall be given to each director by

Personal delivery of written notice;

First-class mail, postage prepaid;

Telephone, including a voice messaging system or other system or technology designed to record and communicate messages, either directly to the director or to a person at the director's office who would reasonably be expected to communicate that notice promptly to the director via:

Telegram;

Facsimile;

Electronic mail;

Or other electronic means

All such notices shall be given or sent to the director's address or telephone number as shown on the Corporation's records and shall be sent with at least such notice as is required in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation which are applicable to the type of meeting called. Notice of the time and place of special or emergency meetings shall be given to all media who have provided timely written notice to California Academy of Sports Science Charter School. The notice shall state the time of the meeting and the place, if the place is other than the Corporation's principal office and the business to be transacted at the meeting. All notice requirements will comply with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter might be modified by subsequent legislation.

QUORUM

A majority of the number of directors actively serving (not to include vacant positions and nonvoting directors in the calculation of a quorum) shall constitute a quorum for the transaction of any business except adjournment. Every action taken or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be an act of the Board, subject to the more stringent provisions of the California Nonprofit Public Benefit

Corporation Law, including, without limitation, those provisions relating to approval of contracts or transactions in which a director has a direct or indirect material financial interest, approval of certain transactions between corporations having common directorships, creation of and appointments to committees of the Board, and indemnification of directors.

A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of some directors, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

ADJOURNMENT

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

COMPENSATION AND REIMBURSEMENT

Directors may receive compensation, if any, for their services as directors or officers, and such reimbursement of expenses, as the Board of Directors may establish by resolution to be fair and reasonable as to the Corporation at the time that the resolution is adopted.

CREATION OF POWERS OF COMMITTEES

The Board, by resolution adopted by a majority of the directors then in office, may create one or more standing and/or ad hoc committees, to serve at the pleasure of the Board. These committees may include the following:

The Nominating Committee;

The Finance Committee;

The Educational Program Committee;

The Policy Committee; and

The Compensation Committee

Authorized committees that shall exercise the authority of the Board shall consist of two or more directors. Authorized committees that do not exercise the authority of the Board, may consist of any individuals recommended by the Nominating Committee and approved by the Board or, in the absence of a Nominating Committee, by the Board itself. Initial and subsequent appointments to committees of the Board shall be made from a slate of candidates designated by the Nominating Committee or, in the absence of a Nominating Committee, by the Board itself, and representing stakeholders appropriate for the subject matter of the committee. The Board of Directors shall approve all committee appointments. Committees shall report to the Board on a periodic basis. Subject to the approval of the Board, each committee shall establish its own bylaws to address, among other matters, purpose, committee membership, meetings, and duties. Committees of the Board of Directors shall have all the authority to the extent provided in the Board of Directors' resolution establishing the committee, except that committee actions

potentially involving substantial liability or major policy decisions, as determined by the President or the Board, shall be approved by the Board and no committee may:

- Fill vacancies on the Board of Directors or any committee of the Board;
- Fix compensation of the directors for serving on the Board of Directors or on any committee;
- Amend or repeal bylaws or adopt new bylaws;
- Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- Approve any contract or transaction to which the Corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Corporations Code section 5233(d)(3).

MEETINGS AND ACTION OF COMMITTEES

Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, and other Board of Directors' actions, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

NON-LIABILITY OF DIRECTORS

No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS

California Academy of Sports Science Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

OFFICERS OF THE CORPORATION

OFFICES HELD.

The officers of this corporation shall be a president, a secretary, and a chief financial officer. The Corporation, at the Board's direction, may also have a chairman of the board, one or more vice-presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed under these bylaws. The officers in addition to the corporate duties set forth in this Article VIII shall also have administrative duties as set forth in any applicable contract for employment or job specification.

DUPLICATION OF OFFICE HOLDERS

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

ELECTION OF OFFICERS

The officers of this corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract. Officers' terms may be staggered to provide continuity of leadership.

APPOINTMENT OF OTHER OFFICERS

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

REMOVAL OF OFFICERS

Subject to any applicable contracts, collective bargaining requirements or other legal requirements, without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause. Any other officer on whom the Board of Directors confers the power of removal may remove an officer who was not chosen by the Board of Directors.

RESIGNATION OF OFFICERS

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

VACANCIES IN OFFICE

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

CHAIRMAN OF THE BOARD

If a chairman of the Board of Directors is elected, he or she shall preside at Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If a chairman of the Board of Directors is elected, there may also be a vice-chairman of the Board of Directors. In the absence of the Chairman, the Vice-Chairman, or other officer as designated by the Board, shall preside at Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

PRESIDENT

The chief executive officer of California Academy of Sports Science Charter School shall be the President. Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if any, and subject to the control of the Board, and subject to the President's contract of employment, the President shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. In the absence of a Chairman of the Board, the President shall preside at all meetings of the Board of Directors meetings. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

VICE-PRESIDENTS

If the President is absent or disabled, any vice-president or other person designated by the Board shall perform all duties of the president. When so acting, this person shall have all powers of and be subject to all restrictions on the President.

SECRETARY

The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board, and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of persons present at Board of Directors and committee meetings. The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date. The Secretary shall give, or cause to be given, notice of all meetings of members of the Board of Directors, and of committees of the Board of Directors, that these bylaws require to be given. The secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or bylaws may require.

CHIEF FINANCIAL OFFICER

The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to the directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times. The Chief Financial Officer shall:

- Deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board of Directors may designate;
- Disburse the Corporation's funds as the Board of Directors may order;
- Render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation; and
- Have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Chief Financial Officer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the Corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

CONTRACTS WITH DIRECTORS AND OFFICERS

No director of this corporation nor any other corporation, firm, association, or other entity in which one or more of this corporation's directors are directors have a material financial interest, shall be interested, directly or indirectly, in the contract or transaction, unless

The material facts regarding that director's financial interest in such contract or transaction or regarding such common directorship, officer, or financial interest are fully disclosed in good faith and noted in the minutes, or are known to all members of the Board of Directors prior to the Board's consideration of such contract or transaction;

Such contract or transaction is authorized in good faith by a majority of the Board of Directors by a vote sufficient for that purpose without counting the votes of the interested directors;

Before authorizing or approving the transaction, the Board of Directors considers and in good faith decides after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and

The Corporation for its own benefit enters into the transaction, which is fair and reasonable to the Corporation at the time the transaction was entered into.

This does not apply to a transaction that is part of an educational or charitable program of this corporation if it:

Is approved or authorized by the Corporation in good faith and without unjustified favoritism and

Results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

LOANS TO DIRECTORS AND OFFICERS

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

INDEMNIFICATION

To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code. On written request to the Board of Directors by any person seeking indemnification under Corporations Code section 5238 (b) or section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

INSURANCE

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

MAINTENANCE OF CORPORATE RECORDS

The corporation shall keep:

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

DIRECTORS' RIGHT TO INSPECT

Every director shall have the right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and Federal law. The director's agent or attorney may make in person or the inspection. The right of inspection includes the right to copy and make extracts of documents as permitted by California and Federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or Federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

ACCOUNTING RECORDS AND MINUTES.

On written demand on the Corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors, and committees of the Board of Directors at any reasonable time. The director's agent or attorney may make in person or any such inspection and copying. This right of inspection extends to the records of any subsidiary of the Corporation.

MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS

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

ANNUAL REPORTS.

The Board of Directors shall cause an annual report to be sent to the Board of Directors within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

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

ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS

As part of the annual report, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and mail or deliver to each director a statement of any transaction or indemnification of the following kind:

Any transaction in which the Corporation, or its parent or subsidiary, was a party and in which an "interested person" had a direct or indirect material financial interest, and involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000.

For this purpose, an "interested person" is either: (1) any director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest);

or (2) Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiary.

The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

AMENDMENT TO BYLAWS

These bylaws may be amended by a majority vote of the Board of Directors at a meeting in which a quorum is present. These bylaws may not be amended to include any provision that conflicts with law, the Articles of Incorporation, or California Academy of Sports Science.

I certify that I am the duly elected and acting Secretary of Online of Southern California, a California Non-profit Public Benefit Corporation; that these bylaws are the bylaws of this corporation as adopted by the Board of Directors on (Date) _____; and that these bylaws have not been amended or modified since that date.

Executed on _____ at _____, California.

_____, Secretary

Conflict of Interest Policy

Purpose:

The Fair Political Practices Commission (FPPC) has determined that a charter school constitutes a “local government agency.” As such, a charter school leader, board members, executive director, director, principal, assistant principal, coordinator and financial manager are subject to the same conflict-of-interest and disclosure requirements as any other public agency.

Unless lawmakers and/or the courts clarify otherwise, California Academy of Sports Science is abiding by the FPPC’s guidance in the spirit of good ethics and has incorporated this disclosure requirement into the California Academy of Sports Science, Charter, and the California Academy of Sports Science Charter School Conflict of Interest Code.

Filing a Form 700 - Statement of Economic Interests (SEI) is a state-mandated requirement for individuals who make decisions or advise on decision making at any government agency in California. The requirement is part of the Political Reform Act enacted in 1974, which was passed by California voters to promote integrity in state and local government by helping agency decision makers avoid conflicts between their personal interests and official duties. Under the Act, these individuals are required to disclose assets and income, which may be materially affected by their official actions. California law requires these designated individuals to file a Form 700 when they first assume office, annually thereafter, and when they leave office.

California Academy of Sports Science Charter School Designated Individuals:

Position	Category
Board Members	1 and 2
CEO	1 and 2
Principal	2
Director of Business Services	1 and 2
Director of School Improvement	2
Director of School Operations	2

California Academy of Sports Science Charter School Disclosure Categories:

1. All interests in real property, all investments, all income, including gifts, loans, travel payments, and business positions that may represent an appearance of a conflict of interest in matters related to California Academy of Sports Science Charter School.
2. Investments and business positions in business entities and income, including gifts, loans, and travel payments, from sources of the type which, within the last two calendar years, have contracted with the California Academy of Sports Science Charter School to supply goods or services.

The purpose of the conflict of interest policy is to protect California Academy of Sports Science Charter School interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of California Academy of Sports

Science Charter School or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Definitions:

1. Interested Person-

Any director, principal officer, key employee or member of a committee with board of director-delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest-

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which California Academy of Sports Science Charter School has a transaction or arrangement.
- b. A compensation arrangement with California Academy of Sports Science Charter School or with any entity or individual with which California Academy of Sports Science Charter School has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with any entity or individual with which California Academy of Sports Science Charter School is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

Procedures:

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board of Directors meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board meeting but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the board of directors shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the board of directors shall determine whether California Academy of Sports Science Charter School can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in California Academy of Sports Science Charter School's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

Violations of the Conflicts of Interest Policy

- a. If the governing board of directors has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board of directors determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action and/or up to immediate termination.

Records of Proceeding:

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present and the governing board of director's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Annual Statements:

Each board member, executive director, and member of a committee with governing board-delegated powers shall annually sign a statement that affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands California Academy of Sports Science Charter School is a non-profit and in order to maintain its federal tax exemption, it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

Periodic Reviews:

To ensure California Academy of Sports Science Charter School operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews, shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to California Academy of Sports Science Charter School written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in impermissible private benefit.
- c. When conducting the periodic reviews as provided for in Article VII, California Academy of Sports Science Charter School may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the board of directors of its responsibility for ensuring periodic reviews are conducted.

California Academy of Sports Science Charter School

Conflict of Interest Certification

I, _____, Board Member/Director/Officer of California Academy of Sports Science Charter School hereby certify that as of the date that this certification is made and except as fully described in the signed statement attached hereto:

1. That I do not have and am aware that it is impermissible for me to have a financially beneficial relationship resulting in excess benefit transaction with any competitor, client, supplier or subordinate of California Academy of Sports Science Charter School which impairs my ability to exercise good judgment on behalf of California Academy of Sports Science Charter School, creating an actual or potential conflict of interest. I understand this includes family relationship by virtue of blood (i.e. grandparents, parents, brothers, sisters and children), marriage (including common-law marriage, if recognized by the State), or adoption with any officer, director, board member or partner.
2. That I have not and will not receive any compensation from the parties mentioned above for any services as an officer, board member or authorized agent or otherwise.
3. That if any of the types of relationships or situations described above should arise, I will immediately and fully disclose (not to exceed 10 business days) the relevant circumstances to an immediate supervisor or any other appropriate supervisor, for a determination as to whether a potential or actual conflict exists.
4. That if an actual or potential conflict is determined, California Academy of Sports Science Charter School may take whatever corrective action appears appropriate according to the circumstances and that failure to disclose facts shall constitute grounds for disciplinary action and/or up to termination.
5. That I have received and fully read California Academy of Sports Science Charter School Conflict of Interest Policy. I understand California Academy of Sports Science Charter School Conflict of Interest Policy and accept and agree to comply with the information contained within California Academy of Sports Science Charter School Conflict of Interest Policy
6. I understand California Academy of Sports Science Charter School is a non-profit organization and in order to maintain its federal tax exemption, it must engage primarily in activities that accomplish on or more of its tax-exempt purposes.

Print Name

Sign Name and Date

K–8 Course List

English/Language Arts

Language Arts Blue (K)
Language Arts Green (1)
Language Arts Orange (2)
Language Arts Purple (3)
Language Arts 4
Language Arts 5
Intermediate English A
Intermediate English B
Literary Analysis and Composition
MARK Reading I (Remediation) **A**
MARK Reading II (Remediation) **A**
MARK Reading III (Remediation) **A**

Math

Math Plus Blue (K) **A**
Math Plus Green (1) **A**
Math Plus Orange (2) **A**
Math Plus Purple (3) **A**
Math Plus Red (4) **A**
Math Plus Yellow (5) **A**
Intermediate Mathematics A
Math 6 Fundamentals of Geometry & Algebra
Intermediate Mathematics B
Math 7 Pre-Algebra
Intermediate Mathematics C
Math 8 Algebra
Math 6 **N**
Math 7 **N**
Math 8 **N**

Physical Education

Physical Education 6
Physical Education 7
Physical Education 8

Science

Science K
Science 1
Science 2
Science 3
Science 4
Science 5
Earth Science
Life Science
Physical Science

Advanced Life Science
Advanced Physical Science

History/Social Sciences

History K
History 1
History 2
History 3
History 4
American History A
American History B
Intermediate World History A
Intermediate World History B

World Languages

Elementary Spanish 1
Elementary Spanish 2
Elementary French 1
Elementary French 2
Elementary German 1
Elementary German 2
Elementary Latin 1
Middle School Spanish 1
Middle School Spanish 2
Middle School French 1
Middle School French 2
Middle School German 1
Middle School German 2
Middle School Latin 1
Middle School Latin 2
Middle School Chinese 1
Middle School Chinese 2

Art

Art K
Art 1
Art 2
Art 3
Art 4
Intermediate Art American A
Intermediate Art American B
Intermediate Art World A
Intermediate Art World B

Music

Preparatory Music
Beginning 1 Music
Beginning 2 Music
Introduction to Music
Intermediate 1 Music
Intermediate 2 Music
Intermediate 3 Music
Exploring Music
Music Concepts A
Music Concepts B
Music Appreciation

Orientation

Welcome to Online Learning
Grade: K–2
Welcome to Online Learning
Grade: 3–5
Welcome to Online Learning
Grade: 6–8

A = adaptive learning technology
N = new course

Course materials will be available in various formats, including physical and/or digital.

2017-2018 Courses 9-12

Language Arts

English 9 A *
English 9 B *
English 10 A *
English 10 B *
English 11 A *
English 11 B *
English 12 A *
English 12 B *
Journalism A
Journalism B
Speech and Debate

Mathematics

Advanced Algebra with
Financial Applications A
Advanced Algebra with
Financial Applications B
Algebra 1 A *
Algebra 1 B *
Algebra 2 A *
Algebra 2 B *
Calculus A
Calculus B
Consumer Math A
Consumer Math B
Explorations in
Mathematics A
Explorations in
Mathematics B
Geometry A *
Geometry B *
Precalculus A † *
Precalculus B † *
Statistics A
Statistics B

Science

Biology A *
Biology B *
Chemistry A *
Chemistry B *
Earth Science A *
Earth Science B *
Earth Space Science A *
Earth Space Science B *
Environmental Science A

Environmental Science B
Marine Science A *
Marine Science B *
Physical Science A *
Physical Science B *
Physics A
Physics B

Social Studies

American Government A † ‡
American Government B † ‡
Economics
Geography and Society
Personal Finance
Psychology A
Psychology B
United States History A *
United States History B *
World Geography
World History A † ‡
World History B † ‡

Business Management

Introduction to
Entrepreneurship I
Introduction to
Entrepreneurship II
Introduction to Marketing
Sports Management

Career Technical

Accounting I
Accounting II
Administrative Duties and
Office Management
Anatomy & Physiology
Business Communication
Business Information Systems
Business Law
Business Math
Criminal Investigation
Developmental Writing
Human Resources
Management
Introductory Astronomy
Introduction to Business

Introduction to
Communication
Introduction to Criminal
Justice
Introduction to Early
Childhood Education
Introduction to Finance
Introduction to
Homeland Security
Introduction to Law
Introduction to Medical
Assisting
Introduction to Paralegal
Profession
Introduction to Psychology
Introduction to Sociology
Java Programming I
Java Programming II
Leadership and Supervision
in Business
Medical Law and Ethics
Medical Terminology
Principles of Management
Principles of Marketing
Public Speaking
Research Methods

Health and PE

Health, Fitness, and
Nutrition A
Health, Fitness, and
Nutrition B
Health, Safety & Nutrition
Personal Fitness
Physical Education

Humanities

Art History A
Art History B
Chinese I A **
Chinese I B **
Chinese II A **
Chinese II B **
Chinese III A **
Chinese III B **
Digital Photography
French I A **
French I B **
French II A **
French II B **

French II B **
French III A **
French III B **
French IV A **
French IV B **
German I A **
German I B **
German II A **
German II B **
German III A **
German III B **
Japanese I A **
Japanese I B **
Japanese II A **
Japanese II B **
Latin I A **
Latin I B **
Latin II A **
Latin II B **
Latin III A **
Latin III B **
Living Music I
Living Music II
Sign Language I A
Sign Language I B
Sign Language II A
Sign Language II B
Spanish I A **
Spanish I B **
Spanish II A **
Spanish II B **
Spanish III A **
Spanish III B **
Spanish IV A **
Spanish IV B **

Other

Career Exploration
HS Critical Thinking and
Study Skills
College Prep w/ ACT
College Prep w/ SAT
Life Management Skills

Technology

Business Keyboarding
Emergent Computer
Technology

Engineering Design I
Digital Arts I
Information Technology:
Preparing for the ICB A
Information Technology:
Preparing for the ICB B
Introduction to
Computer Applications
Web Design I A
Web Design I B

AP Courses

AP Art History A
AP Art History B
AP Biology A
AP Biology B
AP Calculus AB A
AP Calculus AB B
AP Calculus BC A
AP Calculus BC B
AP Computer Science A
AP Computer Science B
AP English Language
& Composition A
AP English Language
& Composition B
AP English Literature
& Composition A
AP English Literature
& Composition B
AP Environmental Science A
AP Environmental Science B
AP Human Geography A
AP Human Geography B
AP Macroeconomics
AP Microeconomics
AP Psychology
AP Spanish Language A
AP Spanish Language B
AP Statistics A
AP Statistics B
AP United States Government
and Politics
AP United States History A
AP United States History B

4 [Independence Day](#)

JULY 2017						
S	M	T	W	Th	F	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					

JANUARY 2018						
S	M	T	W	Th	F	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			

1 [New Year's Day](#)
15 [M.L. King Day](#)

21 [First Day of School](#)

AUGUST 2017						
S	M	T	W	Th	F	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 2018						
S	M	T	W	Th	F	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			

12 [Lincolns' Birthday](#)
19 [Presidents' Day](#)

4 [Labor Day](#)

SEPTEMBER 2017						
S	M	T	W	Th	F	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

MARCH 2018						
S	M	T	W	Th	F	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

26-30 [Spring Break](#)

OCTOBER 2017						
S	M	T	W	Th	F	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 2018						
S	M	T	W	Th	F	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					

6 [Last Day of School](#)

11 [Veterans Day](#)
(10th observed)
23 [Thanksgiving Day](#)
24-25 [Family Days](#)

NOVEMBER 2017						
S	M	T	W	Th	F	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		

MAY 2018						
S	M	T	W	Th	F	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		

28 [Memorial's Day](#)

23-1 [Winter Break](#)

DECEMBER 2017						
S	M	T	W	Th	F	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 2018						
S	M	T	W	Th	F	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

California Academy of Sports Science

Independent Study Policies

Purpose and Scope

The purpose and scope of the policy is to provide a procedure and a framework for eligible students to enroll in the program utilizing Independent Study as the study mode of instruction.

General

1. Independent Study is available to all students in kindergarten through 12th grade. Independent Study students must be enrolled in California Academy of Sports Science Charter School and must live in San Diego County or an adjacent county to be eligible for enrollment. EC 51748
2. Student enrollment must be continuously voluntary and a regular classroom must be offered and a seat in that classroom will always be available. EC 51747 (c) (7)
3. All students enrolled in Independent Study must sign a new Master Agreement each semester (EC 51747)
4. For kindergarten through 12th grade ADA purposes, total instructional FTE teacher to ADA ratio must not exceed the baseline ratio for other instructional programs in the largest school district [sic] in the service area, or 1:25. EC 51745.6
5. Class size reduction funding is not available for any student enrolled in Independent Study (20 to 1 with no funding). EC 52123
6. To receive K-12 apportionment, students who are age 19 or 20 must have been continuously enrolled in school since their 18th birthday. EC EC46300.1
7. A certificated teacher of the school must generally supervise, coordinate, and evaluate the work of each student engaged in Independent Study. Apportionment credit for independent study may be claimed only to the extent of the time value of pupil or student work products, as personally judged in each instance by a certificated teacher. EC51747.5
8. Independent Study shall not be available to -K-12 students whose residence status is based solely on their parent/guardian/caregiver's employment within Dehesa School District or the San Diego County

Office of Education boundaries. EC 48204(f) 51747.3 (c)

9. The school will offer the following minimum attendance requirement.

Type of Program

Kindergarten	180 Minutes
Grades 1-3	240 Minutes
Grades 4-8	240 Minutes
Grades 9-12	240 Minutes

EC 46117, 46118, 46112, 46113, 46114, 46141, 46142, 46145, 46147

10. The School shall not provide students and parents/guardians with funds or items of value that are not provided to regular classroom students. EC 51747.3 (a)

The Master Agreement

The Master Agreement must indicate the objectives or a statement that refers to the objectives being listed on the Assignment/Work Record or High School Course Description, method of study, resources available, meeting time, frequency, place, method of evaluation and indicate if there are any subsidiary papers that are a part of the Master Agreement. EC 51747 (c) (3)

The Master Agreement must have a statement that instruction may be provided for a Section 48915 (expulsion) or 48917 (suspended expulsion) students through Independent Study only if the student is offered the alternative of classroom instruction. The suspended expelled student must have the classroom option always available during the time enrolled in Independent Study. EC 51747 (c) (7)

The goals and objectives specified in the written Independent Study Agreement and Subsidiary Agreements shall be consistent with the Board's Policies, Administrative Regulations, and Procedures for curriculum and instruction. EC 51746.5, 11703 (b) (4)

One or more subject/courses may be added to the Independent Study Agreement during the semester if the student completes all of the pre-determined subjects/courses before the ending date of the agreement.

The Master Agreement will include the following:

a. Name of pupil/student EC 51748 b.

Home Address EC 51747.3 (b)

- c. Grade level EC 51748
 - d. School name EC 51748 e.
- Birthday EC 46300.1
- f. Subject(s) and course value/units/credits and other measures. EC 51747 (c) (6)
 - g. Objectives will be listed on Assignment/Work Record forms and in High School Course Descriptions EC 51747 (c) (2)
 - h. The method of evaluation must be included in the Master Agreement EC 51747(c) (2)
 - i. Duration with beginning and ending dates. EC 51747 (c) (5)
 - j. Frequency of meetings between student and teacher must be indicated. EC 51747 (c) (1)
 - k. The manner of reporting/meeting one-on-one, email, mail, or fax for extenuating circumstances. EC 51747 (c) (1)
 - l. Dated signatures for each student, parent/guardian/caregiver (a caregiver affidavit must be on file.)
 - m. Supervising certificated teacher and other teachers who have direct responsibility for providing assistance. All signatures must be completed before ADA may be collected. The Independent Study Agreement can be started in the subjects under the control of the supervising teacher but if an "Other" teacher is involved, the school cannot take attendance/ADA for that course until the agreement is dated and signed by that "Other" assisting person. EC 51747 (c)
 - n. Subsidiary contracts can be a part of the Master Agreement and will be indicated as such in the agreement.
 - o. It is the policy of California Academy of Sports Science Charter School to continually verify adequate academic progress by students in our independent study program. Excessive missed assignments may be an indicator of inadequate progress. The Master Agreement requires the meeting of a minimum assignment goal or completing at least 80% of the entire assigned body of work. A process to determine if this program is in the student's best interest has been developed and is outlined in the Missing Assignment and Inadequate Progress Policy.

- p. The Master Agreement must have a statement giving the maximum length of time, 60 days, which a student has between the time the assignment is assigned and completed. It is expected that the credentialed teacher will meet with students every 20 days, or a school month to verify completion of work assigned to that point. Learning periods will be less than 60 days or quarterly to minimize the amount of paperwork generated by independent study procedures. Attendance will be generated every 20 days. EC 51747 (a)
- q. If circumstances justify more than the maximum assignment period, the Principal or their designee may extend the maximum length of an assignment. The reason, date, and Principal signature will be made part of the record.
- r. Master Agreement must have a statement that Independent Study is an optional educational alternative in which no student may be required to participate and a classroom option is continuously available at the student's district of residence EC 51747(c) (7).
- s. In the case of a suspended student pending expulsion pursuant to EC 48915 or 48917, a statement is needed that states instruction may be provided through Independent Study only if the student is offered the alternative of classroom instruction EC 51747(c) (7).
- t. An updated Master Agreement must be submitted if changes are made in classes or coursework to be completed.
- u. Special education students (individuals with exceptional needs as defined in Ed. Code Section 56026) must have an IEP that states Independent Study is an appropriate placement.
- v. Credits earned in high school coursework will become part of the student's permanent record.

Attendance

- Independent study attendance credit is determined using the time value method that is based on assignments given and evaluated by the certificated teacher and recorded on the Attendance Calendar and EF Attendance Sheet. EC 11703 (b) (3)
- Students must be responsible for the same amount of work as if they were in a regular classroom at their assigned level.
- Students whose work indicates to the teacher an acceptable amount of the work product has been completed will generate 1 day of attendance. A minimum day's worth of work will only count towards attendance not

academic grade of a full day. Recorded attendance in days should not exceed more than 6 days in one school week. Attendance should be counted in days not hours and based on the track students are enrolled in.

Credits and Grades

- i) Student Course work is determined by the Master Agreement and Course Descriptions. The Educational Facilitator will be responsible for assigning the appropriate amount of work each learning period. After the teacher evaluates the assignment, an evaluation of the work will be reflected, and the appropriate attendance generated.
- ii) Sample work being kept for the auditors must have the following 4 items on each sample of work.
 - Teacher's name or initials indicating that he/she has personally evaluated the work, or that he/she has personally reviewed the evaluations made by another certificated teacher.
 - Date of the assessment evaluation for apportionment credit
 - Notation of the assessment evaluation (number of days/hours) for apportionment credit
 - Teacher comment reflecting evaluation of the work

Things that should be evident on the representative sample: subject, student's name, date that student completed assignment and academic evaluation.

- High school students must complete the high school course description in order to earn 5 semester credits. An Educational Facilitator may grant 2.5 units of credit for coursework for a quarter of the academic year and 10 units for courses 3 units and above or 5 units for below 3 units at community colleges.

Student Retention and Acceleration

Students may be accelerated beyond, or retained in, a specific grade level following each semester. Criteria for acceleration or retention shall be evaluated and authorized by the Principal or their designee. Parents must sign a consent form to be kept in the school file.

Graduation Requirements

- The student enrolled in Independent Study must complete the graduation requirements as prescribed in the charter.

- When the requirements for graduation are completed, the student will be awarded the appropriate diploma.

Reports Required

An Educational Facilitator must submit a report card to the school office at the end of each semester, or upon a student's disenrollment. The Educational Facilitator must submit bi-monthly monthly paperwork. The maximum length of time a teacher has to submit required paperwork is 30 calendar days after it is due.

Record Retention

As required by school policy and state law, the student's bi-monthly assignment paperwork will be maintained for three years. Transcripts will be kept on file indefinitely.

One sample of student work in each subject area for each learning period will be collected. The first month's samples will be original documents. The Principal or designee shall determine that the prospective independent study student understands and is prepared to meet the School's requirements for independent study. Independent study entails a commitment by both the parent/guardian and the student. As the student gets older, he/she assumes a greater portion of the responsibility involved. Independent study may be offered to any student who can achieve in this type of program as well as or better than they would in the traditional classroom setting.

The Governing Board authorizes independent study as an instructional strategy by which students in grades K-12 may reach curricular objectives and fulfill graduation requirements. Independent study shall offer a means of individualizing the educational plan for students whose needs may be met best through study outside of the regular classroom setting. Students choosing to enroll in California Academy of Sports Science Charter School have the option to transfer to any other school or program at any time.

The School's independent study program shall be substantially equivalent in quality and quantity to classroom instruction, thus enabling students enrolled in independent study to complete the School's adopted course of study within the customary time frame.

The Principal or designee shall ensure that a written Master Agreement, as prescribed by law, exists for each participating student.

The Board recognizes that independent study may be used as an option to encourage students to remain in school. The Educational Facilitator or Advisor should carefully set the duration of independent study assignments, within the limits specified by the Governing Board, in order to help identify students falling behind in their work or in danger of failing or dropping out of school.

To foster each student's success in independent study, the Governing Board establishes the following lengths of time that may elapse between the time an assignment is made and the date by which the student must substantially complete the assigned work shall be as follows: Quarterly or less than 60 days for students in grades K-12.

When circumstances justify a longer time, the Principal or designee may extend the maximum length of an assignment to a period not to exceed a semester, pursuant to a written request with justification.

When any student fails to complete 80% of independent study assignments during any given assignment period, the teacher of record will intervene. The Principal or designee may conduct an evaluation with the administrative team to determine whether it is in the student's best interest to remain in independent study. Evaluation findings shall be kept in the student's permanent record.

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Resolution 2017-9-1

Meeting Date: September 14, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background: Every year the state requires a resolution regarding the Availability of Instructional Materials.

Report: In order to receive State instructional material funding, the Governing Board is required by Education Code 60119 to hold a public hearing and adopt a resolution by the eighth week of school, to determine that every student has sufficient text books and/or instructional materials that are aligned to content standards in English/ Language Arts, Mathematics, Science and History/Social-Science.

Financial Impact: Prior educational adoptions have been purchased with funding from previous years. There is no additional financial impact at this time. If the District adopts an English Language Arts program this year there will be an additional cost.

Student Impact: Sufficient textbooks and/or instructional materials ensures that every student has access to state-aligned materials to use both at school and at home.

Recommendation: Administration recommends the Board approve Resolution 2017-9-1.

Agenda Item #:VII.A.2

DEHESA SCHOOL DISTRICT

RESOLUTION 2017-9-1

RESOLUTION DETERMINING SUFFICIENCY OF INSTRUCTIONAL MATERIAL FOR 2017/2018

On motion of Member _____, Seconded by Member _____, the following resolution is adopted.

WHEREAS, in order to receive State instructional materials funds, the Governing Board is required by Education Code Section 60119 to hold a public hearing and adopt a resolution by the eight week of the school year, determining that every pupil, including English learners, has sufficient textbooks or instructional materials, or both, that are aligned to the content standards in each of the following subjects that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education: reading/language arts, mathematics, science and history/social science.

WHEREAS, as part of the required hearing, the Governing Board must also make a written determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects.

WHEREAS, “sufficient textbooks or instructional materials” means that each pupil, including English learners has a textbook or instructional materials, or both, to use in class and to take home. This does not require two sets of textbooks or instructional materials for each pupil.

THEREFORE BE IT RESOLVED, that the Governing Board hereby determines as required by Education Code Section 60119, that the school district had sufficient instructional materials for each pupil in the following areas:

1. Reading/Language Arts, including the English Language component of the program
2. Mathematics
3. Science
4. History/Social Science

Dehesa School District

List of Approved Instructional Materials

2017-18

Instructional Materials	K – 5	6 – 8
Subject Area:		
ELA	McGraw-Hill Wonders 2017	6th Houghton Mifflin-2003 7 th & 8 th McDougal Littell Literature – 2009 Study Sync-2017 Supplemental
Math	Houghton Mifflin Harcourt GO Math K – 5 8 Year Hybrid Package	6 th CPM College Preparatory Mathematics Program 7 th CPM College Preparatory Mathematics Program 8 th CPM College Preparatory Mathematics Program
Science	Macmillan/McGraw-Hill Science California - 2008	6 th Macmillan/McGraw-Hill Science California - 2008 7 th & 8 th McDougal Littell Science
Social Studies	Macmillan/McGraw-Hill California Vistas - 2007	6 th Macmillan/McGraw-Hill California Vistas – 2007 7 th McDougal Littell World History Medieval and Early Modern Times – California Edition - 2006 8 th McDougal Littell Creating America – California Edition - 2006



DEHESA SCHOOL

INSTRUCTIONAL MATERIALS SURVEY

*BOARD ADOPTED, CORE CURRICULUM

GRADE	CONTENT AREA	INSTRUCTIONAL MATERIALS	NUMBER OF STUDENTS	TEXTBOOK INVENTORY/ MATERIALS	SPECIAL DESIGNATIONS
K	ELA	MCGRAW-HILL WONDERS STUDENT TEXTBOOKS (K-1-K.10)	18	K.1 K.2 K.3 K.4 K.5 K.6 K.7 K.8 K.9 K.10	
K	SOCIAL SCIENCE	MACMILLAN/MCGRAW-HILL, CALIFORNIA VISTAS (2007) K-6	18	1	TEACHER'S GUIDE
K	SCIENCE	MACMILLAN/MCGRAW-HILL, CALIFORNIA SCIENCE (2008) K-6	18	63	
K	MATH	GO MATH	18	30+	
1	ELA	MCGRAW-HILL WONDERS READERS/Writers WORKSHOP STUDENT TEXTBOOKS (1.1-1.6) LITERATURE ANTHOLOGY (1.1-1.6)	17	R/W 1.1 1.2 1.3 1.4 1.5 1.6 LIT. ANTH 1.1 1.2 1.3 1.4 1.5 1.6	
1	SOCIAL SCIENCE	MACMILLAN/MCGRAW-HILL, CALIFORNIA VISTAS (2007) K-6	17	22	
1	SCIENCE	MACMILLAN/MCGRAW-HILL, CALIFORNIA SCIENCE (2008) K-6	17	22	

1	MATH	GO MATH	17	42	
2	ELA	MCGRAW-HILL WONDERS READERS/WRITERS WORKSHOP STUDENT TEXTBOOKS LITERATURE ANTHOLOGY	14	R/W WORKSHOP 39 LIT. ANTHOLOGY 39.	
2	SOCIAL SCIENCE	MACMILLAN/MCGRAW-HILL, CALIFORNIA VISTAS (2007) K-6	14	39	
2	SCIENCE	MACMILLAN/MCGRAW-HILL, CALIFORNIA VISTAS (2007) K-6	14	37	
2	MATH	GO MATH	14	25	
3	ELA	MCGRAW-HILL WONDERS READERS/WRITERS WORKSHOP STUDENT TEXTBOOKS LITERATURE ANTHOLOGY	14	R/W WORKSHOP 25 LIT. ANTHOLOGY 25	
3	SOCIAL SCIENCE	MACMILLAN/MCGRAW-HILL, CALIFORNIA VISTAS (2007) K-6	14	35	
3	SCIENCE	MACMILLAN/MCGRAW-HILL, CALIFORNIA VISTAS (2007) K-6	14	33	
3	MATH	GO MATH	14	19	
4	ELA	MCGRAW-HILL WONDERS READERS/WRITERS WORKSHOP STUDENT TEXTBOOKS LITERATURE ANTHOLOGY	16	R/W WORKSHOP 20 LIT. ANTHOLOGY 21	
4	SOCIAL SCIENCE	MACMILLAN/MCGRAW-HILL, CALIFORNIA VISTAS (2007) K-6	16	28	
4	SCIENCE	MACMILLAN/MCGRAW-HILL, CALIFORNIA VISTAS (2007) K-6	16	34	
4	MATH	GO MATH	16	20	

5	ELA	MCGRAW-HILL, WONDERS READERS/WRITERS WORKSHOP STUDENT TEXTBOOKS LITERATURE ANTHOLOGY	23	R/W WORKSHOP 24 LIT. ANTHOLOGY 24	
5	SOCIAL SCIENCE	MACMILLAN/MCGRAW-HILL, CALIFORNIA VISTAS (2007) K-6	23	25	
5	SCIENCE	MACMILLAN/MCGRAW-HILL, CALIFORNIA VISTAS (2007) K-6	23	25	
5	MATH	GO MATH	23	26	
6	ELA	HOUGHTON-MIFFLIN	14	19	
6	SOCIAL SCIENCE	MACMILLAN/MCGRAW-HILL, CA VISTAS, 2007	14	16	
6	SCIENCE	MACMILLAN/MCGRAW-HILL, CA SCIENCE (2008) K-6	14	20	
6	MATH	CPM MATH (COLLEGE PREPARATORY MATHEMATICS PROGRAM)	14	15	
7	ELA	MCDUGAL LITTELL, 2009	16	23	
7	SOCIAL SCIENCE	MCDUGAL LITTELL, WORLD HISTORY MEDIEVAL & EARLY MODERN TIMES-CA EDITION, 2006	16	18	
7	SCIENCE	MCDUGAL LITTELL, CA SCIENCE, 2008	16	17	
7	MATH	CPM MATH (COLLEGE PREPARATORY MATHEMATICS PROGRAM)	16	23	
8	ELA	MCDUGAL LITTELL, 2009	16	34	
8	SOCIAL SCIENCE	MCDUGAL LITTELL, CREATING AMERICA-CA EDITION, 2006	16	20	
8	SCIENCE	MCDUGAL, CA SCIENCE, 2008	16	22	
8	MATH	CPM MATH (COLLEGE PREPARATORY MATHEMATICS PROGRAM)	16	16	

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Petition for California Academy

Meeting Date: Sept 14, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background: At the previous Board meeting it was mentioned that Justin Schmitt, Director of Valiant Academy, came to the District to discuss his proposal to Open California Academy of Sports Science to meet the educational needs of student athletes. The petition was emailed to our school and shared with the Board.

Report: As per Ed. Code the Board must hold a Public Hearing on the provisions of the petition within thirty (30) days from the date of receipt. Following a review of the petition, and a public hearing, the Governing Board may either grant or deny the charter based upon the statutory elements contained in the Ed. Code. The petition is attached and Mr. Schmitt is present to answer any questions. The petition has also been reviewed by legal counsel, the Superintendent and the Business Manager.

Financial Impact: Dehesa School District will receive a 3% oversite fee.

Student Impact: California Academy of Sports Science will serve the needs of students who have complicated, rigorous training schedules and cannot attend traditional school. Their online program will assist athletes with their educational needs.

Recommendation: Administration recommends asking any clarifying questions before voting on this charter petition.

Agenda Item #: VII.C.1

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Declaration of Need for Fully Qualified Educators

Meeting Date: September 14, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background:

This is an item approved annually by the board and kept on file to use if unforeseen circumstances require the district to hire a teacher with an emergency credential.

Report:

This year's Declaration is attached for your review.

Financial Impact:

N/A

Student Impact:

Positive – this ensures we can always provide quality teachers to our students.

Recommendation:

Administration recommends Board approval.

Agenda Item #: VII.C.2



State of California
 Commission on Teacher Credentialing
 Certification Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: _____

Revised Declaration of Need for year: 2017

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Dehesa District CDS Code: 37-68049

Name of County: El Cajon County CDS Code: 6038095

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 09 /14 /2017 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2018.

Submitted by (Superintendent, Board Secretary, or Designee):

Nancy Hauer Superintendent

Name *Signature* *Title*

619-444-2105 619-444-2161

Fax Number *Telephone Number* *Date*

4612 Dehesa Rd. El Cajon, CA 92019

Mailing Address

nancy.hauer@dehesasd.net

E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	0 _____
Bilingual Authorization (applicant already holds teaching credential)	0 _____
List target language(s) for bilingual authorization: _____	
Resource Specialist	1 _____
Teacher Librarian Services	0 _____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	0
Special Education	1
TOTAL	1

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 1

If yes, list each college or university with which you participate in an internship program.

Pt. Loma Nazarene

Anticipated to participate with Alliant

If no, explain why you do not participate in an internship program.

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Occupational Therapist Contract

Meeting Date: September 14, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background:

Prior to the 2009-2010 school year, our students who required Occupational Therapy (OT) were placed in special day classrooms in Cajon Valley. Because we now educate nearly all of our students at Dehesa and service their IEP Goals on site, we occasionally need to have a student assessed for OT, and do have students whose IEP Goals call for OT services. This is a legal requirement and having a contract with a qualified OT is important.

Report:

The District has had a contract with Purposeful Play since the 2009-10 school year, and this is a renewal of the existing contract.

Financial Impact:

The OT rate is \$95.00 per hour for services and \$315.00 for an OT assessment. The total financial impact is unknown but we currently have a six students who need weekly services. The OT services are funded through the special education funding and the amount of time varies depending on the number of students needing services. Rates have not increased for the 2017-18 school year.

Student Impact:

OT services help students be more successful in the classroom and also the OT provider provides the classroom teachers with professional development and training that helps the teacher know how to better meet the child's needs. We are fortunate to continue service with the same Occupational Therapist.

Recommendation:

It is recommended that the Governing Board approve the contract with the Occupational Therapist provider to ensure the District is in compliance with special education law and guidelines.

Agenda Item #: VII.C.3

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and entered between Purposeful Play, Inc., an independent contractor hereafter referred to as "Contractor", and Dehesa School District, hereafter referred to as "School". In consideration of the covenants and conditions hereinafter set forth, School and Contractor agree as follows:

1. SERVICES

Contractor shall perform the following services for the School (the "Work") as the School deems warranted:

- a.) Individual or group Occupational therapy treatment to address IEP goals
- b.) Occupational therapy evaluation
- c.) Consultation with teachers/staff/parents, attending IEP meetings, presentations, preparation/ordering of requested materials, and preparation of IEP goals/objectives as requested by the School

2. REPORTING/PROGRESS REPORT

Contractor shall report to Nancy Hauer periodically as deemed necessary by School via email or phone. Contractor shall provide a periodic progress reports aligned with students' report cards to the School on each pupil's progress in treatment. Evaluation reports shall be completed and given to School according to deadlines set with the IEP team. Consultation notes will also be kept to by the contractor for information shared between teachers, parents, or other staff at the School.

3. TERM

This Agreement shall commence on 8/27/17 and shall expire on 8/26/18. Contractor agrees to perform services for the Work to School on or before the expiration of the term set forth above. The School may terminate the use of Contractor's services at any time without cause and without further obligation to Contractor except for payment due for services prior to date of such termination. Termination of this Agreement or termination of services shall not affect the provisions under Sections 5-11, hereof, which shall survive any termination.

4. PAYMENT

Contractor will be paid for Work performed under this Agreement as follows:

- a.) \$95/session for individual Occupational therapy (1/2 hour or one hour session)
- b.) \$50/pupil per session of group Occupational therapy (2 pupil minimum, one hour session)
- c.) \$315/Occupational therapy evaluation (includes all report writing, evaluation of pupil, initial consultation with teacher/parents)
- d.) \$95/hour for services describes in section (c) of SERVICES in contract. This will be billed in increments of 15 minutes (.25).
- e.) Travel time to and from school site and within school site shall not be considered billable.

Contractor will submit an invoice for the Work on the last day of service on a quarterly basis or as requested by the School. Invoices shall be paid by the School within 15 business days of receipt.

5. CONFIDENTIALITY AND OWNERSHIP

(a) Contractor recognizes and acknowledges that the School possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in the possession of the School relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain at the time the information is acquired by Contractor, or (b) information that subsequently becomes public through no act or omission of the Contractor. Contractor agrees that all of the confidential information is and shall continue to be the exclusive property of the School, whether or not prepared in whole or in part by Contractor and whether or not disclosed to or entrusted to Contractor's custody. Contractor agrees that Contractor shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of the School.

(b) To the extent any inventions, technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, software code, or other materials prepared by Contractor in the performance of services under this Agreement include material subject to copyright protection, such materials have been specially commissioned by the School and they shall be deemed "work for hire" as such term is defined under U.S. copyright law. To the extent any such materials do not qualify as "work for hire" under applicable law, and to the extent they include material subject to copyright, patent, trade secret, or other proprietary rights protection, Contractor hereby irrevocably and exclusively assigns to the School, its successors, and assigns, all right, title, and interest in and to all such materials. To the extent any of Contractor rights in the same, including without limitation any moral rights, are not subject to assignment hereunder, Contractor hereby irrevocably and unconditionally waives all enforcement of such rights. Contractor shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm the assignments contemplated by this paragraph and the remainder of this Agreement. All documents, magnetically or optically encoded media, and other tangible materials created by Contractor as part of its services under this Agreement shall be owned by the School.

6. RETURN OF MATERIALS

Contractor agrees that upon termination of this Agreement, Contractor will return to the School all drawings, blueprints, notes, memoranda, specifications, designs, writings, software, devices, documents and any other material containing or disclosing any confidential or proprietary information of the School. Contractor will not retain any such materials.

7. WARRANTIES

Contractor warrants that:

- (a) Contractor's agreement to perform the Work pursuant to this Agreement does not violate any agreement or obligation between Contractor and a third party; and
- (b) The Work as delivered to the School will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and
- (c) The services provided by Contractor shall be performed in a professional manner, and shall be of a high grade, nature, and quality. The services shall be performed in a timely manner and shall meet deadlines agreed between Contractor and the School.

8. INDEMNITY

Contractor agrees to indemnify, defend, and hold the School and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with any breach of this Agreement by Contractor.

9. RELATIONSHIP OF PARTIES

Contractor is an independent contractor of the School. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon the School's sole discretion to terminate this Agreement at any time without cause. Contractor further agrees to be responsible for all of Contractor's federal and state taxes, withholding, social security, insurance, and other benefits. Contractor shall provide the School with satisfactory proof of independent contractor status.

10. OTHER ACTIVITIES

Contractor is free to engage in other independent contracting activities, provided that Contractor does not engage in any such activities which are inconsistent with or in conflict with any provisions hereof, or that so occupy Contractor's attention as to interfere with the proper and efficient performance of Contractor's services thereunder. Contractor agrees not to induce or attempt to influence, directly or indirectly, any employee at the School to terminate his/her employment and work for Contractor or any other person.

11. MISCELLANEOUS

- (a) *Attorneys' Fees.* Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to legal proceedings in connection with this Agreement or Contractor's relationship with the School, the party or parties prevailing in such legal proceedings shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such legal proceedings from the non-prevailing party or parties.

- (b) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles.
- (c) *Entire Agreement.* This Agreement, contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.
- (d) *Amendment.* This Agreement may be amended only by a writing signed by Contractor and by a duly authorized representative of the School.
- (e) *Severability.* If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- (f) *Construction.* The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.
- (g) *Rights Cumulative.* The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.
- (h) *Nonwaiver.* No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of the School, by an officer of the School or other person duly authorized by the School.
- (i) *Remedy for Breach.* The parties hereto agree that, in the event of breach or threatened breach of any covenants of Contractor, the damage or imminent damage to the value and the goodwill of the School's business shall be inestimable, and that therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that the School shall be entitled to injunctive relief against Contractor in the event of any breach or threatened breach of any of such provisions by Contractor, in addition to any other relief (including damages) available to the School under this Agreement or under law.
- (j) *Notices.* Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if and when sent by certified or registered mail, with postage prepaid, to Contractor's residence (as noted below), or to the School's principal office, as the case may be.
- (k) *Assistance.* Contractor shall, during and after termination of services rendered, upon reasonable notice, furnish such information and proper assistance to the School as may reasonably be required by the School in connection with work performed by Contractor; provided, however, that such assistance following termination shall be furnished at the same level of compensation as provided in Section 2.

(l) *Disputes.* Any controversy, claim or dispute arising out of or relating to this Agreement or the relationship, either during the existence of the relationship or afterwards, between the parties hereto, their assignees, their affiliates, their attorneys, or agents, shall be litigated solely in state or federal court. Each party (1) submits to the jurisdiction of such court, (2) waives the defense of an inconvenient forum, (3) agrees that valid consent to service may be made by mailing or delivery of such service to the Secretary of State (the "Agent") or to the party at the party's last known address, if personal service delivery can not be easily effected, and (4) authorizes and directs the Agent to accept such service in the event that personal service delivery can not easily be effected. EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

School:

By: _____
[Signature]

Date: _____

Title:

Contractor:

By: Tad Bruneau, OTR/L
[Signature]

Date: 8/22/17

Name/Title: Tad Bruneau, OTR/L and Owner, Purposeful Play, Inc.

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: School Psychologist
Consultant Agreement

Meeting Date: September 14, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background:

Prior to the 2009-2010 school year, the School Psychologist services for the Dehesa School District were provided through the San Diego County Office of Education. Due to budget cuts, the San Diego County Office of Education is no longer able to provide this service for our district.

Report:

Mr. Stravasnik has a very extensive background in Special Education. He is currently a part time school psychologist for both Lakeside and Mountain Empire School Districts. He is a highly respected professional, is very thorough in his assessments and has agreed to serve as the Psychologist Consultant for our district.

Financial Impact:

It is imperative that we have a School Psychologist available to assess for learning disabilities, to conduct initial and triennial assessments, and as a consultant in crisis situations.

Recommendation:

Administration recommends that the Board take action to approve the School Psychologist Consultant Agreement between Richard Stravasnik and the Dehesa School District.

Agenda Item #:VII.C 4

CONSULTANCY AGREEMENT
BETWEEN THE
DEHESA SCHOOL DISTRICT
AND
RICHARD STRAVASNIK,
SCHOOL PSYCHOLOGIST

Mr. STRAVASNIK has a very extensive background in Special Education. He is currently a part time school psychologist for the Mountain Empire and Lakeside School Districts. He is a highly respected professional, is very thorough in his assessments and has agreed to serve as the Psychologist Consultant for our District.

The School Psychologist Consultant will:

- Prepare assessment plan and obtain parent permission for evaluation(s).
- Communicate with child's teacher(s) and related service providers to gain a perspective on how the child is performing in school.
- Observe the student in the educational setting (if appropriate)
- Write an evaluation report, including all legally required components and have it ready at prior to the IEP meeting.
- Ensure assessments are completed within the mandated time line.
- Participate in the IEP meeting in person to discuss evaluation results.
- Release test protocols, notes, etc. to the school district representative.
- Serve as a consultant to staff as needed.

Mr. Stravasnik will work a minimum of 38 days and will be paid at a rate of \$60.00 per hour. (One day per week.) If additional hours are needed he will be paid at the same hourly rate. Mr. Stravasnik will provide additional hours/services on an as needed basis by the District.

The terms of this agreement will be effective August 18, 2017 through June 30, 2018.

Nancy Hauer, Superintendent

Richard Stravasnik

9/21/17

DEHESA SCHOOL DISTRICT

To: Members of the Board

From: Nancy Hauer

Subject: Memorandum of Understanding between the District, joined by 40 additional County school districts utilizing the new PeopleSoft Enterprise Resource Planning Solution, and the San Diego County Office of Education

Meeting Date: September 14, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background:

In 2013, as part of its Modernization, Improvement, and Transformation Initiative ("MITI"), SDCOE expressed the desire to implement a County-wide Enterprise Resource Planning ("ERP") system, called PeopleSoft. SDCOE intended to modernize systems across the County – which previously varied both in software type and functionality – in order to allow SDCOE to provide human capital management to the County's school districts. SDCOE endeavored to provide a County-wide, fully functioning, integrated ERP solution to replace existing software systems throughout San Diego County for and with County school districts in an effort to provide greater ease of use and more consistent monitoring and oversight from SDCOE.

In order to commence implementation, SDCOE and County school districts entered into a series of Memorandums of Understanding and Memorandums of Agreement ("Prior MITI MOUs").

Pursuant to the Prior MITI MOUs, each of the participating County school districts were required to contribute two forms of payment to SDCOE: initial one-time implementation costs and continuing annual maintenance, upgrade, and support fees.

SDCOE's MITI Implementation continues to develop functionality to be fully implemented as promised in the original ERP scope included in County school districts' Prior MITI MOUs. As such, SDCOE did not foresee or forewarn County school districts that there may be unanticipated additional costs associated with the MITI implementation, such as the funding of new positions, training, and overtime expenses to ensure compliance with required deadlines.

County school districts and SDCOE have mutually determined that it is in the best interest of all parties to together to identify and resolve issues and concerns related to SDCOE's MITI Implementation pursuant to the terms and conditions contained within this MOU.

Recommendation: For these reasons, I recommend the Governing Board approve and ratify the MOU between the SDCOE and the District, joined by 40 additional County school districts.

Agenda Item #:VII.C.5

MEMORANDUM OF UNDERSTANDING

between
Public School Districts operating within San Diego County (“County LEAs”)
and the
San Diego County Office of Education (“SDCOE”)

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), effective as of the Effective Date, September 1, 2017 is entered into by and between the public school districts organized and existing under the laws of the State of California, operating within San Diego County, that utilize the SDCOE PeopleSoft system (“County LEAs”), and the San Diego County Office of Education (“SDCOE”), for the mutual benefit of the Parties regarding the resolution of concerns related to SDCOE’s implementation of a county-wide Enterprise Resource Planning system (“MITI Implementation”). County LEAs and SDCOE may be referred to in this MOU collectively as the “Parties” or individually as a “Party” or by name.

RECITALS

1. WHEREAS, the mission of the SDCOE, as a world-class educational leader and trusted partner, is to transform public education and guarantee high levels of student achievement. In partnership with local school districts and the global learning community, the SDCOE will research and apply innovative 21st century practices; leverage resources; develop strategic alliances; inspire powerful leadership; and provide exemplary customized services to districts, communities and the students in all County Office-operated programs;
2. WHEREAS, the County LEAs endeavor to provide high quality educations to their students in welcoming and engaging environments;
3. WHEREAS, County LEAs participate in and receive software and services from SDCOE for personnel, payroll, financial, and additional related matters;
4. WHEREAS, SDCOE endeavored to provide a county-wide, fully functioning, integrated Enterprise Resource Planning solution to replace existing software systems throughout San Diego County for and with County LEAs;
5. WHEREAS, in order to commence its MITI Implementation, SDCOE and County LEAs entered into a series of Memorandums of Understanding and Memorandums of Agreement (“Prior MITI MOUs”), attached collectively hereto as Exhibit A and incorporated herein by this reference;
6. WHEREAS, pursuant to the Prior MITI MOUs, each of the County LEAs have been required to contribute two forms of payment to SDCOE: initial one-time implementation costs and continuing annual maintenance, upgrade, and support fees;
7. WHEREAS, the SDCOE MITI Implementation continues to develop functionality to be fully implemented as promised in the original ERP Scope included in County LEAs Prior MITI MOUs;

8. WHEREAS, the SDCOE did not foresee or forewarn County LEAs that there may be unanticipated additional costs associated with the MITI Implementation, such as the funding of new positions, training, and overtime expenses to ensure compliance with required deadlines; and

9. WHEREAS, County LEAs and SDCOE have mutually determined that it is in the best interest of the Parties to together to identify and resolve issues and concerns related to SDCOE's MITI Implementation pursuant to the terms and conditions contained within this MOU.

AGREEMENT

NOW THEREFORE, the Parties enter into this MOU and agree as follows:

1. Recitals. The recitals set forth above are true.
2. Consideration.
 - a. SDCOE's Obligations. In consideration for the County LEAs' releases and waivers contained herein, SDCOE shall:
 1. Publically recognize and thank the County LEAs and each of their, respective, Business Services, Human Resources, and Information Technology personnel for their hard work and efforts in relation to the MITI Implementation to date;
 2. Implement a fully functioning, integrated Enterprise Resource Planning solutions under the scope of services, terms and conditions of the Prior MITI MOUs with the assistance of a team selected by County LEAs;
 - a. In order to implement a fully functioning, integrated Enterprise Resource Planning solutions under the scope of services, terms and conditions of the Prior MITI MOUs, the County Superintendent with the Superintendent of La Mesa-Spring Valley Schools, and the Superintendent of Cajon Valley Union School District shall compose a steering committee made up of no more than 15 members representing County LEAs along with the Assistant Superintendent of Technology for SDCOE ("Steering Committee");
 - b. The purpose of the Steering Committee will be to assess the health of the PeopleSoft system and the quality of all associated support services provided by SDCOE and to advise the County Superintendent on recommended steps to resolve deficiencies discovered through the assessment;

- c. An independent, unbiased, and reputable professional research firm shall be selected by the Steering Committee to perform a thorough assessment of PeopleSoft and all associated support services;
 - d. SDCOE shall cover the full cost of the assessment;
 - e. The Steering Committee shall provide the results of the assessment to the County Superintendent and all County LEAs that utilize the SDCOE PeopleSoft system. The County Superintendent shall work collaboratively with the Steering Committee in the allocation of requisite resources and implementation of measures to resolve deficiencies discovered.
3. Recognize the additional unanticipated costs incurred by participating County LEAs and refund 25% of the initial implementation fees with no County LEA district receiving less than \$1,000.00. In addition, waive any and all of the County LEAs' fees, including support, maintenance, and upgrade fee contributions, related to the MITI Implementation for the 2017-18 and 2018-19 fiscal years while the Steering Committee assesses the system and support services ("Fee Moratorium").;
 4. Upon the conclusion of the Fee Moratorium, future maintenance and support fees shall be reestablished at a rate not to exceed the 2017-2018 published fees, increased by the 2017-18 and 2018-19 COLAs in the State Budget; and
 5. SDCOE shall reimburse the Cajon Valley Union School District ("CVUSD") for the CVUSD's attorneys' fees incurred on behalf of the County LEAs arising out of or related to the MITI Implementation and the development of this MOU.
- b. County LEAs' Obligations. In exchange for the above consideration, and except as set forth herein, the County LEAs completely release and forever discharge SDCOE, its Board of Trustees, agents, officers, employees, attorneys, successors, predecessors, and insurers from any and all expenses, debts, demands, costs, and other actions or liabilities of every nature, whether in law or in equity, that they may have or may claim to have as a result of, or in any way related to, SDCOE's MITI Implementation to date, including but not limited to any claims for financial damages up to and including the date this MOU is executed.
 - c. This MOU and release is made notwithstanding section 1542 of the California Civil Code which provides in part:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known to him or her must have materially affected his or her settlement with the debtor.

3. Tax Consequences. The Parties makes no representations regarding the federal or state tax consequences of any payments or fee waivers under this MOU.

4. Entire Agreement. This MOU constitutes the entire agreement and understanding of the Parties. There are no oral understandings, terms, or conditions, and neither Party has relied upon any representation, express or implied, not contained herein. If the terms and conditions of this MOU conflict with any and all prior understandings, terms, or conditions, written, oral, express, or implied, including Prior MITI MOUs, the conflicting terms of all prior agreements and understandings are superseded by this MOU.

5. Amendments. This MOU cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both Parties.

6. Binding Effect. This MOU is for the benefit of, and shall be binding on, all Parties and their respective successors, heirs, and assigns.

7. Attorneys' Fees and Costs. Except as provided for in Section 2(a)(5) of this MOU, each Party shall bear its own attorneys' fees and costs arising out of or related to the MITI Implementation and the development of this MOU.

8. Other Documents and Cooperation. All Parties agree to cooperate fully in the execution of any additional documents that may be necessary to finalize and implement this MOU.

9. Execution by Facsimile or in Counterparts. This MOU may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed agreement. A facsimile version of any Party's signature shall be deemed an original signature. Each counterpart shall be deemed an original and the same document for all purposes.

10. Severability. If any provision of this MOU is held to be void, voidable, or unenforceable, the remaining portions of the MOU shall remain in full force and effect.

11. Interpretation. The language of all parts of this MOU shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either Party.

12. County LEAs Defined. The term "County LEAs" includes the public school districts operating within San Diego County that utilize the SDCOE PeopleSoft system, their agents, officers, employees, attorneys, successors, predecessors, insurers, and members of their Boards of Trustees.

13. SDCOE Defined. The term “SDCOE” includes the San Diego County Office of Education, its agents, officers, employees, attorneys, successors, predecessors, insurers, and members of the Board of Trustees.

14. Voluntary Agreement. The Parties represent that their authorized designees have read this MOU and its attachments, if any, in full and understand and voluntarily agree to all such provisions. The Parties further declare that, prior to signing this MOU, their authorized designees apprised themselves of relevant data, through sources of their own selection, including consultation with their own attorneys, in deciding whether to execute this MOU. The Parties further represent that each signatory has, as of the Date of Execution of this MOU, the authority and the legal capacity to understand, agree to, and sign this MOU, and that he or she has not assigned any rights or claims related hereto to any third party.

IN WITNESS WHEREOF, the parties have executed this MOU on the date set forth below (“Date of Execution”).

COUNTY LEAs

Dated: _____
Name: _____
Title: _____
Alpine Union School District

Dated: _____
Name: _____
Title: _____
Bonsall Unified School District

Dated: _____
Name: _____
Title: _____
Borrego Springs Unified School District

Dated: _____
Name: _____
Title: _____
Cajon Valley Union School District

Dated: _____

Name:

Title:

Cardiff School District

Dated: _____

Name:

Title:

Carlsbad Unified School District

Dated: _____

Name:

Title:

Chula Vista Elementary School District

Dated: _____

Name:

Title:

Coronado Unified School District

Dated: _____

Name:

Title:

Dehesa School District

Dated: _____

Name:

Title:

Del Mar Union School District

Dated: _____

Name:

Title:

Encinitas Union School District

Dated: _____

Name:

Title:

Escondido Union High School District

Dated: _____

Name:

Title:

Escondido Union School District

Dated: _____

Name:

Title:

Fallbrook Union Elementary School District

Dated: _____

Name:

Title:

Fallbrook Union High School District

Dated: _____

Name:

Title:

Grossmont Union High School District

Dated: _____

Name:

Title:

Jamul-Dulzura Union School District

Dated: _____

Name:

Title:

Julian Union High School District

Dated: _____

Name:

Title:

Julian Union School District

Dated: _____

Name:

Title:

La Mesa-Spring Valley School District

Dated: _____

Name:

Title:

Lakeside Union School District

Dated: _____

Name:

Title:

Lemon Grove School District

Dated: _____

Name:

Title:

Mountain Empire Unified School District

Dated: _____

Name:

Title:

National School District

Dated: _____

Name:

Title:

Oceanside Unified School District

Dated: _____

Name:

Title:

Poway Unified School District

Dated: _____

Name:

Title:

Ramona Unified School District

Dated: _____

Name:

Title:

Rancho Santa Fe School District

Dated: _____

Name:

Title:

San Dieguito Union High School District

Dated: _____

Name:

Title:

San Marcos Unified School District

Dated: _____

Name:

Title:

San Pasqual Union School District

Dated: _____

Name:

Title:

San Ysidro School District

Dated: _____

Name:

Title:

Santee School District

Dated: _____

Name:

Title:

Solana Beach School District

Dated: _____

Name:

Title:

South Bay Union School District

Dated: _____

Name:

Title:

Spencer Valley School District

Dated: _____

Name:

Title:

Sweetwater Union High School District

Dated: _____

Name:

Title:

Vallecitos School District

Dated: _____

Name:

Title:

Valley Center-Pauma Unified School District

Dated: _____

Name:

Title:

Vista Unified School District

Dated: _____

Name:

Title:

Warner Unified School District

SAN DIEGO COUNTY OFFICE OF EDUCATION:

Dated: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

COUNSEL FOR COUNTY LEAs

Dated: _____

Peter K. Fagen
Fagen Friedman & Fulfrost

COUNSEL FOR SAN DIEGO COUNTY OFFICE OF EDUCATION:

Dated: _____

By: _____

Name:

00109-00109/4085324.5

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Vista Hill Master Contract
2017/2018

Meeting Date: September 14, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background: Dehesa has partnered with Vista Hill to provide mental health assessments and counseling for our special education students for the past 3 years. The services are contracted through the Master Contract Agreement with the East County SELPA.

Report: Dehesa will continue to contract for assessment and counseling services through Vista Hill. We are fortunate to have the same therapist as last year. This provides continuity for students and their families. She will continue to provide service on Thursdays.

Financial Impact: The cost of providing services one day per week is \$17,000.00 for the 2017/2018 school year. This is an increase of \$800.00 over last year.

Student Impact: Our students and their families are very fortunate to continue with the same therapist. Their services will be uninterrupted by continuing with the same therapist as last year.

Recommendation: Administration recommends approving the Master Contract with Vista Hill for the 2017/2018 school year.

Agenda Item #: VII.C.6

LEA: Dehesa

Nonpublic: _____

2017-2018 San Diego County Nonpublic Master Contract

Directions:

- *Main document must be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*



San Diego County Office of Education
Student Services and Programs Division
Special Education Department

San Diego County Nonpublic Master Contract
Main Document

2017-2018

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2017-2018, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 21, 2017 and terminates at 5:00 p.m. on June 30, 2018 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Robert Dean

DATE: 8/15/17

Authorized Representative Signature

Robert Dean President and CEO
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Sharon Riddle

DATE: 8/29/17

Authorized Representative Signature

(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

(Type) Name and Title

LEA Board Approval

DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
 APPENDIX B: AGENCIES
 2017-2018

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Vista Hill

The CONTRACTOR NUMBER: _____

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	_____	_____
<u>Language and Speech (415) – Speech Therapy Assistant</u>	_____	_____
<u>Language and Speech (415) – Bilingual SLP</u>	_____	_____
<u>Language and Speech (415) - Assessment</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Adapted Physical Education Assessment (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	_____	_____
<u>Health and Nursing: Other Services LVN (436)</u>	_____	_____
<u>Health and Nursing: Other Services RN (436)</u>	_____	_____
<u>Health and Nursing: Other Services CRN (436)</u>	_____	_____
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	_____	_____
<u>Assistive Technology Services – Credentialed (445)</u>	_____	_____
<u>Assistive Technology Services - Classified (445)</u>	_____	_____
<u>Assistive Technology Services Assessment (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
 APPENDIX B: AGENCIES
 2017-2018

<u>Occupational Therapy (450) – Certified OT Assistant</u>		
<u>Occupational Therapy (460) - Assessment</u>		
<u>Physical Therapy (460)</u>		
<u>Physical Therapy PT Assistant (460)</u>		
<u>Physical Therapy Assessment (460)</u>		
<u>Individual Counseling (510)</u>	\$ 85,000 / FTE	\$ 17,000 \$97,000.00 <i>TH</i>
<u>Counseling and Guidance (515)</u>		.20FTE
<u>Parent Counseling (520)</u>	.20 FTE = \$ 17,000 <i>TH</i>	
<u>Social Work Services (525)</u>		
<u>Psychological Services (530)</u>		
<u>Psychological Services Assessment (530)</u>		
<u>Behavior Intervention Services (535)</u>		
<u>Behavior Intervention Services (535) - Supervision</u>		
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>		
<u>Specialized Services for Low Incidence Disabilities (610)</u>		
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>		
<u>Specialized Deaf and Hard of Hearing (710)</u>		
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>		
<u>Interpreter Services (715)</u>		
<u>Interpreter Services Shift Differential (715)</u>		
<u>Audiological Services (720)</u>		
<u>Audiological Services Assessment (720)</u>		
<u>Specialized Vision Services (725)</u>		
<u>Specialized Vision Services Assessment (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Orientation and Mobility Assessment (730)</u>		
<u>Braille Transcription (735)</u>		

*changed
 D. DeJale
 per 8/29/17
 email
 R. Dean +
 N. Hull
 TH*

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
 APPENDIX B: AGENCIES
 2017-2018

Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency		
Bus Passes		
Professional Development		

NOTES: _____

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2017-2018

SECTION 6: APPROVALS

CONTRACTOR
Nonpublic Agency

Robert Dean

DATE: 8/15/17

Authorized Representative Signature

Robert Dean President and CEO
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Heather Difede

DATE: 8/29/17

Authorized Representative Signature

Heather Difede Director
(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature

DATE: _____

Nancy Hauer Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Acceptance of Donations and Gifts

Meeting Date: September 14, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background:

Board policy authorizes the District to accept gifts and/or donations from individuals, groups, or organizations. All gifts of personal property received and accepted become the property of the District.

Report:

A very generous donation was made for the benefit of the Dehesa School students by the following:

Donor	Description of Donation
Mark Zacovic Dehesa School District Board Trustee	School Supplies
Dave Markley Community Member	School Supplies

Financial Impact:

Student Impact:

The donation of the supplies will benefit the students directly as it will enhance their instruction.

Recommendation:

It is recommended the Governing Board accept the generous gift/donation listed above and direct that letters of thanks be written.

DEHESA SCHOOL DISTRICT

To: Members of the Board
and Supt. Nancy Hauer

From: Anna Buxbaum
Business Manager

Subject: Approval of the 2016-17
Unaudited Actuals
Financial Report

Meeting Date: September 14, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background:

California Education Code 42100(a), GC 79061(1) requires school districts to submit annual financial reports to the San Diego County Office of Education prior to September 15th of each year. The 2016-17 financial reports were prepared in accordance with Ed Code Section 41010 and include all the required supplemental forms and schedules for the fiscal year ending June 30, 2017.

Report:

The unaudited actuals report for funds 01 through fund 40 is attached.

Financial Impact:

A financial summary for each fund will be presented and discussed in detail at the Board meeting.

Student Impact:

N/A

Recommendation:

It is recommended that the Board approve the Unaudited Actual financial report as presented.

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Updated Board Policies
7000's Facilities

Meeting Date: September 14, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background: Our current Board policies have not been updated since June of 2003. The District worked with CSBA to update all of our policies. Each month the Board will be presented a section for review and approval.

Report: Board Policy 7212 revised. Policy updated to reflect NEW LAW (AB 1666, 2016) which requires an agency that has formed a community facilities district (CFD) to post specific financial reports on its web site. Policy also expanded to include additional requirements regarding the submission of a petition to form a CFD, timelines for proceedings to form a CDF, consistency with the district's debt management policy, attendance priority for students residing within the CFD, and procedures for levying special taxes or incurring bonded indebtedness.

Board Policy 7214 revised and updated to reflect NEW LAW (SB 1029, 2016) which requires the board to adopt a debt management policy prior to issuing any debt, including a general obligation bond, and to certify to the California Debt and Advisory Commission that any proposed issuance of debt is consistent with the district's policy. Policy also reflects NEW LAW (AB2116, 2016) which requires the board to obtain reasonable and informed projections of assessed valuations that take into consideration projections of assessed property valuations made by the county assessor, and NEW LAW (AB2738, 2016) which prohibits districts from withdrawing proceeds from bond sales at any time for the purpose of making investments outside the county treasury. Policy also adds caution that some uses of bond proceeds that are specified in Education Code for bond elections with a 66.67 percent threshold may be inconsistent with the California Constitution and encourages consultation with legal counsel.

Financial Impact: None

Student Impact: Effective governance has a positive impact on student achievement.

Recommendation: Administration recommends approval of the new 7000's Board Policies.

Agenda Item #: VII.E.1

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Updated Board Policies
1000's Community
Relations

Meeting Date: September 14, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background: Our current Board policies have not been updated since June of 2003. The District worked with CSBA to update all of our policies. Each month the Board will be presented a section for review and approval.

Report: Policy and regulation revised (1312.3) to reflect NEW LAW (AB2306, 2016) which authorizes the use of the uniform complaint procedures for complaints alleging noncompliance with requirements related to course credit transfer and exemption from local graduation requirements for former juvenile court school students. Regulation also references NEW LAW (SB1375, 2016) which requires districts, on or before July 1, 2017, to post information relating to Title IX, including specified information about complaint procedures, on their websites.

BP1340 updated to reflect NEW COURT DECISION which held that using a personal account or device to send or receive communication regarding public business does not categorically exclude those records from disclosure in response to a request under the California Public Records Act.

AR1340 Regulation updated to move NEW LAW (AB2853, 2016) which authorizes the district, in response to a public records request, to post public records on its website and refer the requesting member of the public to the location of the records on the website.

BP/AR 1230 Policy and regulation updated to clarify the relationship between the district and a school-connected organization, or other nonstudent organization. Policy adds materials regarding the establishment of such organizations as separate legal entities subject to their own bylaws and rules, delegates the responsibility to approve organizations' fundraisers to the Superintendent or designee, and reflects legal requirement that donations and participation in fundraising activities be voluntary.

Financial Impact: None

Student Impact: Effective governance has a positive impact on student achievement.

Recommendation: Administration recommends approval of the new 1,000's Board Policies.

Agenda Item #: VII.E.2

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Personnel Recommendations

Meeting Date: September 14, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

The Governing Board is requested to approve/ratify the following personnel recommendations:

Personnel:

Classified:
None

Certificated:

1. To hire a special education teacher on an STSP.

Agenda Item #: VII.F.1