

# Monday, April 10, 2017 6:00 PM Administration Center Board Room, 1130 Fifth Avenue, Chula Vista, CA

### A. Opening Procedures

- 1. Call to Order
- 2. Roll Call
- 3. Closed Session (Meeting Notice)
- 4. Moment of Silence
- 5. Pledge of Allegiance
- 6. Approve Agenda with Flexibility

### B. Board Presentations / Announcement of Awards

- 1. Recognition of the Castle Park High School Title IX Compliance Team
- 2. Presentation of Donate Life Month Resolution to Lifesharing, a Donate Life Organization
- 3. Superintendent's Message
- 4. Report from Xavier Serena, student board representative, on meetings with student ASB Presidents

### C. District Committee Reports

- 1. District English Learner Advisory Committee Report (presented on second Monday)
- 2. Citizens' Bond Oversight Report (presented on fourth Monday)

### D. Public Communication

- 1. Public Hearings
- 2. Public Communication on Non-Agenda Items

### E. Formation and Approval of Consent Agenda

### F. Superintendent Discussion Items

- 1. Adoption of Minutes: March 28, 2017 Regular Board Meeting.
- 2. Calendar of Board of Trustees Meetings 2016-2017.
- 3. Report on board requests for information and policy direction to staff.
- 4. Approve Report on Consultant Agreements totaling \$5,000 and under.
- 5. Adopt the Student Calendar for the 2017-2018 school year, subject to negotiations and board approval.
- 6. Approve Advertising Agreements with Ella Magazine and Our Hometown Magazine for April 2017, through March 2018.

### G. Instructional Support Services Discussion Items

- 1. Approve revisions of the Single Plans for Student Achievement (SPSA) for Chula Vista High School, Hilltop High School and Montgomery Middle School, for the 2016-2017 school year.
- 2. Approve Southern California Collaborative Therapy as an additional vendor for students requiring their services per their Individualized Education Program or by legal agreement for the 2016-2017 school year.
- 3. Approve Brain Learning Psychological Corporation as an additional vendor to perform Individual Educational Evaluations for students requiring their services per their Individualized Education Program or by legal agreement for the 2016-2017 school year.
- 4. Report on excursions and field trips.

#### H. Student Services Discussion Items

- 1. Approve/ratify Addendum to the Memorandum of Understanding between the Sweetwater Union High School District (SUHSD) and the City of National City for School Resource Officers for the 2016–2017 school year.
- 2. Approve/ratify the 2016-2017 Memorandum of Agreement between the San Diego and Imperial Counties California Student Opportunity and Access Program Consortium (Cal-SOAP) and the Sweetwater Union High School District (SUHSD) to provide targeted, disadvantaged, low income SUHSD students with college readiness programs and services.
- 3. Approve/ratify the 2016-2017 Service Agreements between the Chula Vista Elementary School District (Chula Vista), South Bay Community Services (South Bay) and the Sweetwater Union High School District for Family Resource Centers that provide intervention services to students and their families.
- 4. Approve the renewal of the Stephen W. Hawking I Charter School with the proposed term beginning July 1, 2017, and ending June 30, 2022, and adopt the written factual findings that are specific to the renewal charter petition.

### I. Alternative Education Discussion Items

#### J. Adult Education Discussion Items

### **K.** Fiscal Services Discussion Items

- 1. Approve Report on Consultant Agreements Over \$5,000.
- 2. Approve/ratify donations to the district in accordance with Resolution No. 2501, and accept Report on Donations.
- 3. Approve professional conference and workshop expenses of district employees.

### L. Human Resources Discussion Items

 Approve Agreement between the San Diego County Superintendent of Schools (SDCOE) and the Sweetwater Union High School District for professional services of a current SUHSD employee to work in the field of Career Pathways Curriculum Program Specialist at SDCOE.

### M. Planning and Construction Discussion Items

- Approve/ratify planning and construction consultant agreements and amendments.
- 2. Authorize staff to explore the feasibility of a bond measure for the November 6, 2018, election.

### N. Purchasing Discussion Items

- 1. Approve the renewal of designated contracts.
- 2. Accept Request for Proposal (RFP) and award Contract #67-2598-GW for the purchase of Managed Wireless Systems and VoIP Unified Communication as required by the information technology department during the period July 1, 2017, through June 30, 2019, with options to renew for up to four additional one-year periods, to Vector Resources, Inc., dba VectorUSA, the proposer receiving the highest evaluation score meeting the district's RFP terms, conditions, and specifications.
- 3. Approve staff's request to issue RFP No. 67-2602-LB for Bond Performance Audit Service, as requested by the chief financial officer.

### O. Operations / Other Business Discussion Items

### P. Policy Review

- First reading of new Board Policy 6152.1, Placement in Mathematics Courses.
- 2. First reading of new Board Policy 6152, Class Assignment.
- 3. Approve rescission of Board Policy 5030, Student Wellness, and approve new Board Policy 5030, Student and Staff Wellness.
- 4. Approve new Board Policy 5145.4, Federal Immigration Enforcement on Campus.
- 5. Approve new Board Policy 5145.41, Immigrant Students' Rights on Campus Information Collection.
- 6. Approve new Board Policy 5145.42, Prohibition Against Voluntary Information Sharing Between District Personnel and Federal Immigration Authority.

### Q. Resolutions

- 1. Adopt Resolution No. 4489, Declaring April 25, 2017, as School Bus Driver Day.
- 2. Adopt Resolution No. 4490, Designating the Month of April 2017, as Donate Life Month.
- 3. Adopt Resolution No. 4491, Designating May 6-12, 2017, as School Nurses' Week.
- 4. Adopt Resolution No. 4492, Designating the Month of May 2017, as Asian Pacific Heritage Month.
- 5. Adopt Resolution No. 4493, Declaring May 10, 2017, as "Day of the Teacher" in the Sweetwater Union High School District.
- 6. Adopt Resolution No. 4494, Declaring an Emergency at Otay Ranch High School, 1250 Olympic Parkway, Chula Vista, for the Purpose of Undertaking Repairs, in Accordance with Public Contract Code Sections 20113 and 1102.

### R. Mello-Roos Discussion Items

### S. Board Communication

 Board Communication and/or Requests for Future Board Agenda Items

## T. Adjournment

1. Adjournment



**April 10, 2017** 

Board Item - A.-3.

**ATTACHMENTS:** 

Description

Type

Backup Material

### SWEETWATER UNION HIGH SCHOOL DISTRICT

### NOTICE OF SPECIAL MEETING

Written notice is hereby given in accordance with Education Code Section 35144 and Government Code Section 54956 that the following special meeting of the Governing Board of the Sweetwater Union High School District will be held and in accordance with Government Code Section 54954.3(a), the board will provide an opportunity for members of the public to directly address the legislative body concerning any item that has been described in the notice for the meeting before or during consideration of that item.

DATE: Monday, April 10, 2017

TIME: 4:30 p.m.

PLACE: Administration Center

Board Conference Room 1130 Fifth Avenue Chula Vista, CA 91911

(The regular meeting scheduled for April 10, 2017, begins at 6:00 p.m.)

Items to be considered are noted on the reverse side of this page.

### Board of Trustees

Paula Hall Kevin J. Pike Nicholas Segura Arturo Solis Frank A. Tarantino

## Superintendent

Karen Janney, Ed.D.

#### COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Sweetwater Union High School District, in complying with the Americans With Disabilities Act (ADA), and California Government Code Section 54953.2, provides special accommodations to individuals who may need assistance with access, attendance and/or participation in board meetings, including alternative formats for agendas, documents constituting agenda packets, and materials distributed during public meetings. Upon written request to the district, disability-related modifications or accommodations, including auxiliary aids or services, will be provided. Contact Deanne Vicedo, clerk of the board, at (619) 585-4405 for specific information on existing resources or programs that may be available for such accommodations. Please call at least 48 hours in advance of meetings and five days in advance of scheduled services and activities. Translation and Hearing-Impaired services are also available.

## Items to be considered in closed session

### April 10, 2017

1. STUDENT EXPULSIONS/SUSPENDED EXPULSIONS/REINSTATEMENTS - Education Code Section 48916-48918 (students identified by ID number)

Consider the reinstatement of the following student:

#1091130

- 2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/RECLASSIFICATION/REASSIGNMENT/RESIGNATION/TRANSFER Government Code Section 54957
- 3. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Paragraph (1) of Subdivision (d) of Government Code Section 54956.9

Name of Cases: SUHSD v. Julian Union Elementary School District/Diego Plus/Diego Valley Charter Escoto v. Sweetwater Union High School District LaFarga v. Sweetwater Union High School District

4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Paragraph (2) of Subdivision (d) of Government Code Section 54956.9

Number of Cases: 5

5. CONFERENCE WITH LABOR NEGOTIATOR - Government Code Section 54957.6

Labor Negotiator: Jennifer Carbuccia and Scott Hendries

### Employee Organizations:

Sweetwater Education Association (SEA)
Sweetwater Counseling and Guidance Association (SCGA)
California School Employees Association (CSEA)
National Association of Government Employees (NAGE)

### Non-represented Groups:

Management Association of the Sweetwater District (MASD) Confidential Unit



## **April 10, 2017**

Board Item - F.-1.

**Issue:** 

Adoption of Minutes.

## **Superintendent's Recommendation:**

Adoption of Minutes: March 28, 2017 - Regular Board Meeting.

## **Analysis**:

Adopt the minutes listed above.

For questions regarding this board item, please contact Deanne Vicedo at 619/585-4405 or deanne.vicedo@sweetwaterschools.org.

## Fiscal Impact:

None.

### **ATTACHMENTS:**

	Description	Type
D	03 28 17 Minutes	Backup Material
	Certificated Agenda	Backup Material
D	Classified Agenda	Backup Material

### REGULAR BOARD MEETING

## SWEETWATER UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES

### UNADOPTED MINUTES

6:00 p.m. March 28, 2017

Board: Paula Hall •Kevin J. Pike •Nicholas Segura •Arturo Solis •Frank A. Tarantino Superintendent: Karen Janney Student Board Representative: Xavier Serena

### Order of Business

### A. OPENING PROCEDURES

### 1. Call to Order

President Solis called the meeting to order at 4:30 p.m.

### 2. Roll Call

Board members present Paula Hall, Kevin J. Pike, Nicholas Segura, and Frank A. Tarantino. Also present were Karen Janney, superintendent, and Deanne Vicedo, clerk of the board.

#### 3. Closed Session

President Solis adjourned the meeting at 4:32 p.m. to convene closed session to discuss the following closed session items as posted on the meeting notice:

- 1. STUDENT EXPULSIONS/SUSPENDED EXPULSIONS/REINSTATEMENTS Education Code Section 48916-48918 (students identified by ID number)
- 2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/RECLASSIFICATION/REASSIGNMENT/RESIGNATION/TRANSFER Government Code Section 54957
- 3. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION Paragraph (2) of Subdivision (d) of Government Code Section 54956.9
  - Discussion of EEOC Charge #488-2016-00617
- 4. CONFERENCE WITH LABOR NEGOTIATOR Government Code Section 54957.6
- 5. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Paragraph (1) of Subdivision (d) of Government Code Section 54956.9

President Solis called the closed session meeting to order at 4:35 p.m.

Board members present were Paula Hall, Kevin J. Pike, Nicholas Segura, and Frank A. Tarantino. Also attending closed session were Karen Janney, Jennifer Carbuccia, general counsel, Joe Fulcher, Miriam Duggan, Jeremy and Gloria Chilton, Jennifer Creighton, legal counsel, and Barbara Edgarian, Joint Powers Authority.

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President Solis adjourned the closed session meeting at 5:58 p.m., and reconvened the public session at 6:05 p.m.

Roll call was held and the following board members were present: Paula Hall, Kevin J. Pike, Nicholas Segura, Frank A. Tarantino, and Xavier Serena, student board representative. Also present were Karen Janney, superintendent, and Deanne Vicedo, clerk of the board.

### 4. Moment of Silence

### 5. Pledge of Allegiance

President Solis stated that the board met in closed session preceding this meeting to discuss the following issues:

- 1. STUDENT EXPULSIONS/SUSPENDED EXPULSIONS/REINSTATEMENTS Education Code Section 48916-48918 (students identified by ID number)
- 2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/
  RECLASSIFICATION/REASSIGNMENT/RESIGNATION/TRANSFER Government Code
  Section 54957
- 3. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION Paragraph (2) of Subdivision (d) of Government Code Section 54956.9
- 4. CONFERENCE WITH LABOR NEGOTIATOR Government Code Section 54957.6
- 5. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Paragraph (1) of Subdivision (d) of Government Code Section 54956.9

President Solis stated that the board took the following action:

Moved by Tarantino, seconded by Hall, to accept the administrative hearing panel's recommendation to approve the expulsion of the following student (student identified by ID number): #1515508, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

Moved by Segura, seconded by Pike, to accept the administrative hearing panel's recommendation to approve the expulsion of the following student (student identified by ID number): #1056539, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

Moved by Segura, seconded by Pike, to ratify the Settlement Agreement in EEOC Charge #488-2016-00617, and ratify general release agreement, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

### 6. Approve Agenda

Moved by Pike, seconded by Segura, to approve the March 28, 2017, Regular Board Meeting Agenda with the change that the board will first consider Board Agenda Item \*K-3 after public communication, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

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### B. BOARD PRESENTATIONS OR ANNOUNCEMENTS OF AWARDS

Hector Espinoza, Principal of San Ysidro High School, gave a presentation on his school site.  $^{\rm 1}$ 

Superintendent Karen Janney provided an update to the board.

Xavier Serena, student board representative, provided an update to the board.

### C. DISTRICT COMMITTEE REPORTS

### District English Learner Advisory Committee Report

None.

### 2. Citizens' Bond Oversight Report

Nick Marinovich, CBOC Chair, provided an overview of his report to the board.

### D. PUBLIC COMMUNICATION

### 1. Public Hearings

None.

### 2. Public Communication on Non-Agenda Items

Jesus Arias, Robert Cuentes, Alondra Ramirez, and Lee Romero addressed the issue of the Southwest High School Robotics Program.

Baltazar Perez and students addressed the issue of the Eastlake High School Robotics Program.

Maty Adato and Kathleen Cheers addressed the issue of the Proposition O Performance Audit.

Gene Chavira addressed the issue of the MAAC Charter School Board.

Michelle Krug addressed the issue of the Viva Vida event at Montgomery Adult School and of live streaming the board meetings.

Erica Dibello-Hitta, Claudia Sanchez, Nancy Sevilla, and Lidia Ochoa addressed the issue of Montgomery Adult School classes.

### E. FORMATION AND APPROVAL OF CONSENT AGENDA

Motion: Segura Second: Hall

Vote: Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes

<sup>&</sup>lt;sup>1</sup> On board meeting minutes, any public comments, presentations, discussions, or reports will be in summary format. For the full transcript on these items, please refer to the audio clips for the meeting.

### F. SUPERINTENDENT DISCUSSION ITEMS

F-1. Adoption of Minutes: March 13, 2017 - Regular Board Meeting; and October 26, 2016, December 7, 2016, and February 21, 2017 - Audit/Finance Subcommittee Meetings.

Consent.

F-2. Calendar of Board of Trustees Meetings - 2016-2017.

Consent.

F-3. Report on board requests for information and policy direction to staff.

Consent.

F-4. Approve the purchase of BMC RemedyForce, enterprise ticketing system, from FlyCast Partners and authorization for the superintendent and/or designee to sign the related documents for the purchase.

Moved by Segura, seconded by Pike, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

President Solis recessed the meeting at 8:02 p.m., and reconvened the meeting at 8:19 p.m.

\*F-5. Report on the Local Control and Accountability Plan (LCAP) Goal 3.

Erica Dibello-Hitta addressed this item.

Report only.

F-6. Adopt the Board Governance Handbook and Board Goals.

Consent.

F-7. Approve the purchase of hardware and software for the Student Education Support System (SESS) Center from various vendors, and authorization for the superintendent or designee to sign statements of work and/or service agreements as needed for related hardware.

Moved by Segura, seconded by Pike, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

### G. INSTRUCTIONAL SUPPORT SERVICES DISCUSSION ITEMS

G-1. Report on excursions and field trips.

Consent.

G-2. Approve attendance of three parents to the 19th Annual Leadership in Biliteracy Symposium, on Thursday, May 11, 2017, in La Jolla, California.

Consent.

### H. STUDENT SERVICES DISCUSSION ITEMS

H-1. Conditionally approve the renewal of the Stephen W. Hawking I Charter School with the proposed term beginning July 1, 2017, and ending June 30, 2022, and adopt the written factual findings that are specific to the renewal charter petition.

Lorena Chavez, Kirti Srivastava, and Colleen Cooke-Salas addressed this item.

Moved by Tarantino, seconded by Pike, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

H-2. Approve the Final Offer for Allocation of Facilities to Charter Schools Under Proposition 39, for the 2017-2018 school year, in order for the district to fulfill its regulatory obligation to make final offers to charter schools by April 1, 2017, and approve this report as the board's additional statement of reasons in support of the final offers.

Moved by Tarantino, seconded by Solis, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

### I. ALTERNATIVE EDUCATION DISCUSSION ITEMS

None.

#### J. ADULT EDUCATION DISCUSSION ITEMS

None.

### K. FISCAL SERVICES DISCUSSION ITEMS

K-1. Ratify the following for the month of February 2017: 1) warrants in payment of salaries written from the funds of the

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(Fiscal Services Discussion Items cont.) (Board Agenda Item K-1 cont.)

district; and 2) warrants in payment of invoices written from the funds of the district.

Consent.

K-2. Report on monthly financials.

Consent.

\*K-3. Report on and accept Proposition O Performance Audit for year ended June 30, 2016.

Nick Marinovich addressed this item.

Representatives from Moss Adams gave a review of the Performance Audit.

Moved by Tarantino, seconded by Segura, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

#### L. HUMAN RESOURCES DISCUSSION ITEMS

L-1. Approve/ratify certificated personnel actions processed by the human resource services division between the dates of February 1, 2017, and February 28, 2017.

Consent.

L-2. Approve/ratify classified personnel actions processed by the human resource services division between the dates of February 1, 2017, and February 28, 2017.

Consent.

L-3. Approve request of Certificate of Completion of Staff Development (CCSD) waiver and placement for the 2016-2017 school year for Raymond Tabuena, a Preliminary CTE credentialed in Health Science and Medical Technology (Sports Medicine), to provide instruction in grades 7-12, while completing staff development training in Specially Designed Academic Instruction delivered in English (SDAIE) to English learners.

Consent.

### M. PLANNING AND CONSTRUCTION DISCUSSION ITEMS

M-1. Accept the progress reported within the Capital Projects Monthly Status Reports and approve budget adjustments for new and revised projects and budgets.

Nick Marinovich addressed this item.

Moved by Pike, seconded by Segura, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

M-2. Approve/ratify planning and construction consultant agreements and amendments.

Kathleen Cheers addressed this item.

Moved by Pike, seconded by Solis, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

M-3. Ratify Change Orders for Construction Projects.

Consent.

M-4. Adopt the Preliminary Guaranteed Maximum Price (GMP) of 30 percent for the Phase 1 estimate for the District-Wide HVAC Project.

Consent.

M-5. Rescind Bid #67-2607-JQ - Castle Park High School and Southwest High School ADA Bleacher Replacement (Restrooms and Flooring) Project in its entirety.

Consent.

### N. PURCHASING DISCUSSION ITEMS

N-1. Ratify purchase orders issued for the period of February 1, 2017, through February 28, 2017, and purchase order adjustments for the period of February 1, 2017, through February 28, 2017.

Consent.

N-2. Ratify confirmation received orders for the period of February 1, 2017, through February 28, 2017.

Consent.

### O. OPERATIONS / OTHER BUSINESS DISCUSSION ITEMS

None.

### P. POLICY REVIEW

P-1. Approve new Board Policy 4117.2, Resignation.

Moved by Pike, seconded by Segura, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

P-2. Rescind Board Policy 5030, Student Wellness, and conduct the first reading of new Board Policy 5030, Student and Staff Wellness.

No action was taken as this was a first reading only.

P-3. Conduct a first reading of new Board Policy 5145.4, Federal Immigration Enforcement on Campus.

No action was taken as this was a first reading only.

P-4. Conduct a first reading of new Board Policy 5145.41, Immigrant Students' Rights on Campus - Information Collection.

No action was taken as this was a first reading only.

P-5. Conduct a first reading of new Board Policy 5145.42, Prohibition Against Voluntary Information Sharing Between District Personnel and Federal Immigration Authority.

No action was taken as this was a first reading only.

### Q. RESOLUTIONS

Q-1. Adopt Resolution No. 4488, Designating the Week of April 3-7, 2017, as Adult Education Week.

Consent.

#### R. MELLO-ROOS DISCUSSION ITEMS

None.

## S. BOARD COMMUNICATION

1. Board Communication and/or requests for future board agenda items

Xavier Serena, student board representative, thanked everyone for their support and discussed the FIRST Robotics program and what it means to students, particularly low income students. He stated that it allows students the opportunity to broaden their perspectives. He thanked the board of trustees for their support of the program as it allows students to see their full potential. He stated that we are the best district and we are very caring. He stated that it is important to have a physical/emotional/social evaluation of students mid-year for athletics to help detect any problems. He stated it is important to look at all student health issues.

Nicholas Segura requested an update regarding the testing of lead in the water. He stated that he is looking forward to the community forums and he is very proud of Resolution No. 4468 and the work being done by the district. He stated that he has received numerous emails regarding adult education and he tries to respond to every one of them. He stated that his son is currently on a field trip in Europe and it is a life changing experience. He stated that he is looking forward to seeing what all the students are doing over spring break.

Frank A. Tarantino thanked Dr. LuzElena Perez and the state and federal programs staff for their DELAC/DPAC Awards Ceremony. He thanked Southwestern College for hosting the Angela Davis lecture stating that it was well attended and very interesting. He congratulated all the participants and winners of the spelling bee, stating that we had many schools represented in the competition. He requested that staff send correspondence to the MAAC board regarding their meeting times and location.

Kevin J. Pike thanked Joe Heinz and his staff for the Spring Metro Awards stating that all schools were represented and most all the students attended. He thanked Montgomery High School staff for hosting this event at their site. He stated that he hopes the Robotics program can get the financial assistance they need.

Paula Hall stated that she attended the Awards Ceremony for sports and it was a great event with a lot of female athletes. She stated that she attended a recognition event from Assemblywoman Gonzalez for women who are involved in their community, and Viviana Reyes, former student board representative was recognized. She stated that she attended the Feminine Empowerment Summit at Southwest High School and it was amazing to see all the women at the school come together for the presentations. She stated that the entire event was led by the school club and it was gave her great hope for the future. She stated that she attended the Legislative Action Day at the California School Boards Association and she spoke with Assemblywoman Gonzalez and Assemblyman Hueso's staff, and advocated for legislation related to the Tijuana River spill. She stated that she represented the district at a news conference regarding Resolution No. 4468 and the Amicus Brief, and she stated that she was proud to join the other districts and inform the public on how they are standing up for students.

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Arturo Solis stated that he attended the Woman of the Year event and it was awesome to see all the women who were recognized, including his wife. He stated that he attended the Folklorico concert at San Ysidro High School and it was a wonderful event. He thanked everyone for attending the board meeting.

### T. ADJOURNMENT

The meeting was adjourned at 10:28 p.m.

## **Employment**

<u>Last Name</u> APODACA	First Name Alsacia J.	Assignment Teacher	<u>Site</u> SUH	<b>FTE</b> 1.0	Effective Date 02/13/2017
BENA	Alicia E.	Teacher	SUH	1.0	01/10/2017
CORTEZ	Jacqueline C.	Nurse	ELM	1.0	02/27/2017
LACY	Ann R.	Teacher	SPS	1.0	02/22/2017
LEE	Wayne H.	Teacher	BVH	.8	02/13/2017
RICHARDSON	Brett J.	Teacher	SOH	.6	02/22/2017
YEE	Joshua E.	Teacher	SOM	1.0	02/09/2017

## **Change of Assignment/FTE**

Last Name	First Name	<u>From</u>	<u>To</u>	Effective Date(s)
AUDELO	Marissa	Teacher, (1.0 FTE), SOH	Teacher, (.8 FTE), SOH/Resource Teacher, (.2 FTE), SOH	07/20/2016
BRINKMAN	Vanessa H.	Teacher, (1.0 FTE), ELH	Teacher, (.8 FTE), ELH/Resource Teacher, (.2 FTE), ELH	01/20/2017
BRITTAIN	Pamela J.	Teacher, (1.0 FTE), SOH	Teacher, (.8 FTE), SOH/Resource Teacher, (.2 FTE), SOH	01/10/2017
BROWN	Debra W.	Teacher, (.8 FTE), ORH	Teacher, (1.0 FTE), ORH	07/18/2016
CLINCH-NAGY	Pamela	Teacher, Adult, (.7852 FTE), CVA	Teacher, Adult, (.7704 FTE), CVA	01/10/2017
CONDE	Rosario M.	Teacher, (.8 FTE), HTM/Resource Teacher, (.2 FTE), HTM	Teacher, (1.0 FTE), HTM	07/18/2016
CURRY	Nancy A.	Teacher, (1.0 FTE), SYH	Teacher, (1.0 FTE), SYH/Resource Teacher, (.2 FTE), SYH	01/09/2017
FELTENBERGER	Daniel M.	Teacher, Adult, (.9555 FTE), CVA	Teacher, Adult, (.9481 FTE), CVA	01/10/2017

## **Change of Assignment/FTE (Continued)**

Last Name	First Name	<u>From</u>	<u>To</u>	Effective
GONZALEZ	Hector C.	Teacher, (1.0 FTE), SOH	Teacher, (.8 FTE), SOH/Resource Teacher, (.2 FTE), SOH	<u>Date(s)</u> 01/10/2017
GRIGGS-HOPKINS	Rachael S.	Teacher, (1.0 FTE), SUH	Teacher, (.2 FTE), SUH/Resource Teacher, (.8 FTE), SUH	01/09/2017
GUTIERREZ	Marko A.	Teacher, (.8 FTE), SYH/Resource Teacher, (.2 FTE), SYH	Teacher, (.6 FTE), SYH/Resource Teacher, (.4 FTE), SYH	01/09/2017
KRANZBERG	Nicole M.	Teacher, (1.0 FTE), SUH	Teacher, (.8 FTE), SUH/Resource Teacher, (.2 FTE), SUH	01/09/2017
LEON	Armando	Teacher, (.8 FTE), MVA/Resource Teacher, (.2 FTE), MVA	Teacher, (.6 FTE), MVA/Resource Teacher, (.4 FTE), MVA	08/08/2016
LOPEZ	Sara M.	Teacher, Adult, (.9481 FTE), SYA	Teacher, Adult, (.7704 FTE), SYA	01/30/2017
MIRANDA	Rachelle L.	Teacher, (.8 FTE), CPM	Teacher, (1.0 FTE), CPM	01/09/2017
MONEGAN	Kathleen L.	Teacher, (.8 FTE), SYH/Resource Teacher, (.2 FTE), SYH	Teacher, (.6 FTE), SYH/Resource Teacher, (.4 FTE), SYH	01/09/2017
ORTIZ	Antonio	Teacher, (1.0 FTE), SOM	Teacher, (.8 FTE), SOM/Resource Teacher, (.2 FTE), SOM	07/20/2016
PARKER	Erin K.	Teacher, (1.0 FTE), MOM	Teacher, (.8 FTE), MOM/Resource Teacher, (.2 FTE), MOM	07/18/2016
PENG	Shaina T.	Teacher, (.8 FTE), CPM	Teacher, (1.0 FTE), CPM	01/10/2017
PITTERS	Abra C.	Teacher, (1.0 FTE), MOM	Teacher, (.8 FTE), MOM/Resource Teacher, (.2 FTE), MOM	07/18/2016
PONS	Maria G.	Teacher, Adult, (.5926 FTE), MOA	Teacher, Adult, (.8296 FTE), MOA	01/10/2017
RAMIREZ	Rosalinda	Teacher, Adult, (.7704 FTE), MOA	Teacher, Adult, (.8370 FTE), MOA	01/10/2017

## **Change of Assignment/FTE (Continued)**

Last Name	First Name	<u>From</u>	<u>To</u>	Effective Date(s)
SIAS	Cherylyn M.	Teacher, (1.0 FTE), MVH	Teacher, (.8 FTE), MVH/Resource Teacher, (.2 FTE), MVH	08/01/2016
SOTO	Jorge	Teacher, (.6 FTE), MOM/Resource Teacher, (.4 FTE), MOM	Counselor, (1.0 FTE), MOH	02/27/2017
WURTZ	Christine C.	Teacher, (.4 FTE), EHA/Resource Teacher, (.6 FTE), EHA	Teacher, (.2 FTE), EHA/Resource Teacher, (.8 FTE), EHA	08/22/2016

## **Employment – Temporary**

<u>Last Name</u> CASSIDY	<u>First Name</u> Delaney S.	Assignment Teacher, CTE	<u>Site</u> HTH	<u>FTE</u> .5926	Effective Date(s) 07/20/2016
CASSIDY	Delaney S.	Teacher, CTE	HTH	.8889	01/09/2017
COLMENERO	Paul S.	Teacher, Adult	CVA	.3852	02/11/2017 - 06/01/2017
MENDOZA	Rene A.	Teacher, CTE	OSS	.4889	01/09/2017 - 06/02/2017
MONTEZ	Parris M.	Teacher, Adult	CVA	.8296	02/01/2017 - 06/01/2017
TAPIA	Alejandro	Teacher, CTE	BVM	1.1407	07/18/2016

### **Leave of Absence**

<u>Last Name</u> BARCELO- RAMIREZ	First Name Cristina	Assignment Counselor	<u>Site</u> CPM	<b>FTE</b> 1.0	Effective Date(s) 01/23/2017 – 12/23/2017
HOOBLER	Trudy	Teacher	ELM	1.0	07/27/2017 - 07/18/2018
PANDHI	Kristin A.	Teacher	ELM	1.0	02/17/2017 - 06/02/2017

## Separations/Resignations/Retirements

<u>Last Name</u> AIKEN	First Name Lawrence W.	Assignment Teacher	<u>Site</u> RDM	<u>FTE</u> 1.0	Effective Date 06/02/2017
ARCE	Deborah A.	Teacher	MVH	1.0	06/02/2017
BRAHE	Erin L.	Teacher	SPS	1.0	03/10/2017
FLAM	Robin L.	Teacher	MOM	.8	06/02/2017
FLORES	Lesslye	Teacher, CTE	PAH	.2963	01/31/2017

## Separations/Resignations/Retirements (Continued)

<u>Last Name</u> FRENCH	<u>First Name</u> Gerald	Assignment Teacher	<u>Site</u> MOH	<u>FTE</u> 1.0	Effective Date 06/02/2017
ULTICAN	Thomas P.	Teacher	MVH	1.0	06/02/2017
WILLIAMS	Sara J.	Teacher	ORH	1.0	02/08/2017

## **Substitutes**

## **Employment**

<u>Last Name</u> ATCHISON	<u>First Name</u> Aretha	Assignment Sub. Teacher 7-12	Effective Date(s) 02/08/2017
BAJET	Jonathan	Sub. Teacher 7-12	02/13/2017
BALDANEDA	Stephanie	Sub. Teacher 7-12	02/23/2017
BOTHWELL	Marian	Sub. Teacher 7-12	02/13/2017
CHAVEZ	Fabian	Sub. Teacher 7-12	02/15/2017
DAILY	Ashley	Sub. Teacher 7-12	02/06/2017
GUERRERO	Ronald	Sub. Teacher 7-12	02/16/2017
LEVERTON	Norine	Sub. Teacher 7-12	02/06/2017
MERCADO	Daisy M.	Sub. Teacher 7-12	02/15/2017
MONTES	Timothy	Sub. Counselor	02/10/2017
OLIVERA	David	Sub. Teacher 7-12	02/15/2017
PAUL	Nicholas	Sub. Teacher 7-12	02/23/2017
PENUELAS	Nancy	Sub. Counselor	02/21/2017
PEREZ-SMITH	Violeta	Sub. Teacher 7-12	02/23/2017
THOMAS	Sara	Sub. Teacher 7-12	02/23/2017
TOSCANO	Anna	Sub. Counselor	02/23/2017

## **Separations**

<u>Last Name</u> ESTRADA	First Name Cristina	Assignment Sub. Teacher 7-12	Effective Date 02/17/2017
MARTINEZ	Barbara	Sub. Teacher 7-12	02/06/2017
MCCURDY	Robert	Sub. Teacher 7-12	02/28/2017
WESLEY	Louise	Sub. Teacher 7-12	02/07/2017

## **Employment**

<u>Last Name</u> ALBA	<u>First Name</u> Francine	Assignment Inst. Asst. Spec. Ed.	<u>Site</u> ELH	Hrs/wk 30	Effective Date 02/27/2017
*AYALA	Kevin	Info. Tech. Inventory Cont. Tech.	INF	40	06/01/2016
CASON-POWELL	Jennifer	Paralegal	LEG	40	02/13/2017
CASTELLON DE LOPEZ	Maria	Nutrition Serv. Asst. I	BVH	17.5	02/13/2017
DELA TORRE	Linett	Office Asst. II	NCM	40	02/22/2017
DOTTA	Orlando	Nutrition Serv. Asst. I	MOH	17.5	02/13/2017
GARCIA	Patricia	Office Asst. II	MOA	40	02/06/2017
*GONZALEZ	Jesus	Info. Tech. Inventory Cont. Tech.	INF	40	07/01/2016
HARLAN	Abril	Nutrition Serv. Asst. I	BVH	17.5	02/22/2017
JIMENEZ	Yadira	Nutrition Serv. Asst. I	ORH	17.5	02/13/2017
JUVETTE	Julie	Sr. Buyer	PUR	40	02/15/2017
KING	Michael	Inst. Asst. Spec. Ed.	ORH	30	02/24/2017
MARTINEZ	Gregorio	Inst. HC Asst.	MOH	37.5	03/06/2017
MARTINEZ- MORAN	Alma	Community Rel. Facil.	SUH	20	02/23/2017
MUNOZ	Catarino	Nutrition Serv. Asst. I	SUH	17.5	02/13/2017
NAVARRO	Erika	Office Asst. II	MOH	40	02/10/2017
ROSALES AYALA	Maria	Office Asst. II	OSS	40	02/27/2017
RUIZ	Angelica	Nutrition Serv. Asst. I	RDM	17.5	02/15/2017
SALIDO	Minerva	Accountant	FIN	40	02/24/2017
TORRES MONTES DE OCA	Carlos	Campus Asst.	SOM	40	02/22/2017

<sup>\*</sup>Update to previously submitted action

## **Change of Assignment/Hours**

<u>Last Name</u> ALLOWAY	First Name Tosca	From Office Asst. II, ORH, 40 hrs/wk, 221 workdays	<u>To</u> Sr. Office Asst., ORH, 40 hrs/wk, 221 workdays	Effective Date(s) 02/23/2017
BONNER	Susan	Bus Driver, TRA, 32.5 hrs/wk, 207 workdays	Transp. Attendant, TRA, 32.5 hrs/wk, 226 workdays	02/06/2017

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## **Change of Assignment/Hours (Continued)**

<u>Last Name</u> CARTER	First Name Candace	From Inst. HC Asst., ORH, 40 hrs/wk, 206 workdays	<u>To</u> Inst. HC Asst., ORH, 37.5 hrs/wk, 206 workdays	Effective Date(s) 01/10/2017
FLORES	Angelica	Nutrition Serv. Asst. I, ORH, 17.5 hrs/wk, 207 workdays	Nutrition Serv. Asst. I, MOM, 17.5 hrs/wk, 207 workdays	02/13/2017
GARCIA	Mirna	Sr. Office Asst., MOM, 40 hrs/wk, 232 workdays	Registrar, CVM, 40 hrs/wk, 261 workdays	02/21/2017
GARCIA	Silvia	Inst. HC Asst., ORH, 37.5 hrs/wk, 206 workdays	Inst. HC Asst., ORH, 40 hrs/wk, 206 workdays	01/23/2017
LOPEZ	Anette	Nutrition Serv. Asst. I, ELH, 17.5 hrs/wk, 207 workdays	Nutrition Serv. Asst. II, GJH, 35 hrs/wk, 207 workdays	02/22/2017
MARTINEZ	Melanie	Inst. HC Asst., ORH, 37.5 hrs/wk, 206 workdays	Inst. HC Asst., ORH, 40 hrs/wk, 206 workdays	01/23/2017
MONTEZ	Parris	Campus Asst., CVA, 40 hrs/wk, 198 workdays	Campus Asst., CVA, 20 hrs/wk, 198 workdays	12/17/2016
MORENO JR.	Ramon	Custodian, ALT, 20 hrs/wk, 261 workdays	Custodian, ALT, 30 hrs/wk, 261 workdays	01/30/2017
MURILLO	Vanessa	Registrar, SUH, 40 hrs/wk, 261 workdays	School Admin. Asst., SOH, 40 hrs/wk, 261 workdays	03/17/2017
ORTEGA	Josue	Inst. HC Asst., MOH, 40 hrs/wk, 206 workdays	Inst. HC Asst., MOH, 37.5 hrs/wk, 206 workdays	01/10/2017
PANG-LOPEZ	Joan	Nutrition Serv. Asst. I, HTH, 25 hrs/wk, 207 workdays	Nutrition Serv. Asst. II, HTH, 35 hrs/wk, 207 workdays	02/22/2017
PENA	Yovanna	Inst. Asst. Spec. Ed., SUH, 30 hrs/wk, 206 workdays	Inst. HC Asst., SUH, 37.5 hrs/wk, 206 workdays	01/26/2017
ROCHA	Marco	Locker Room Attendant, ORH, 40 hrs/wk, 261 workdays	Custodian, MAI, 40 hrs/wk, 261 workdays	02/21/2017

## **Employment - Temporary**

Last Name	First Name	<u>Assignment</u>	<u>Site</u>	Hrs/wk	Effective Date(s)
ACOSTA	Pamela	Avid Program Asst.	ORH/BVM/	19	01/31/2017 -
			RDM		06/02/2017

## **Employment - Temporary (Continued)**

<u>Last Name</u> ADAMS	First Name Karen	Assignment Coach, Volleyball	<u>Site</u> ELH	<u>Hrs/wk</u>	Effective Date(s) 08/07/2017 - 12/02/2017
ALVARADO	Giovanna	Avid Program Asst.	SUH/NCM/ GJH	19	02/09/2017 - 05/11/2017
ALVAREZ	Anais A.	Avid Program Asst.	HTM	19	01/10/2017 - 06/02/2017
AVILA	Jaime	Avid Program Asst.	SUH	19	01/10/2017 - 06/01/2017
BUTLER	Anthony H.	Avid Program Asst.	MOH/MOM	19	01/17/2017 - 06/30/2017
CARRASCO	Melissa	Avid Program Asst.	ELH	19	02/21/2017 - 05/26/2017
CASIMIRO	Luca	Coach, Swim & Dive	ELH		02/11/2017 - 05/20/2017
CHARRETTE	Mikayla	Coach, Lacrosse	нтн		02/18/2017 - 05/13/2017
CURUP	Gemma	Athletic Trainer	SUH		02/22/2017 - 06/30/2017
DAVIS	Robert	Coach, Softball	OLH		02/18/2017 - 05/27/2017
DE LOS REYES	Donovan	Coach, Volleyball	ELH		02/24/2017 - 05/27/2017
DELGADO	Jesus Jr.	Student Worker	SPS	20	02/03/2017 - 06/01/2017
DONALDSON	Leroy	Coach, Football	ORH		02/16/2017 - 12/31/2017
DURAN	Aylen Y.	Avid Program Asst.	SOM	19	01/30/2017 - 06/02/2017
ELIZALDE	Jose	Coach, Wrestling	SYH		02/09/2017 - 03/04/2017
FERNANDEZ	Rafael	Coach, Baseball	CVH		02/24/2017 - 06/07/2017

## **Employment – Temporary (Continued)**

<u>Last Name</u> FISCHBEIN	First Name Bryan	Assignment Coach, Baseball	<u>Site</u> ELH	<u>Hrs/wk</u>	Effective Date(s) 02/27/2017 - 06/07/2017
GARCIA	Alonso	Coach, Swim & Dive	SUH		02/16/2017 - 05/20/2017
GARCIA	Carlos	Coach, Wrestling	SOH		02/22/2017 - 03/04/2017
HERMOSILLO	Shirley	Coach, Softball	MVH		02/18/2017 - 05/27/2017
HERRERA	Stephen	Coach, Baseball	ORH		02/18/2017 - 06/07/2017
IBARRA	Juan	Coach, Softball	MVH		02/22/2017 - 05/27/2017
IBARRA- MENDOZA	Rafael	Coach, Baseball	OLH		02/21/2017 - 06/07/2017
IREMEDIO	Dariele T.	Avid Program Asst.	BVM	19	01/18/2017 - 05/19/2017
JUAREZ	Anna R.	Avid Program Asst.	BVH/RDM	19	01/30/2017 - 06/02/2017
KORUM	Mia	Athletic Trainer	SUH		02/22/2017 - 06/30/2017
KUMAR	Gavin	Coach, Softball	OLH		02/21/2017 - 05/27/2017
LANGRIDGE	Bret	Coach, Tennis	MVH		02/16/2017 - 05/27/2017
LEWIS	Jerry	Coach, Baseball	OLH		02/18/2017 - 06/07/2017
LOPEZ PIEDRA	Ricardo	Avid Program Asst.	CVH	19	01/16/2017 - 06/03/2017
MACKENZIE	Katherine E.	Avid Program Asst.	PAH	19	01/10/2017 - 06/02/2017
MANRIQUEZ ESPINOZA	Efrain	Avid Program Asst.	SUH/MVA	19	02/15/2017 - 06/01/2017
MCCURDY	Brandon	Coach, Wrestling	ORH		02/09/2017 - 03/04/2017 Page 4 of 7

## **Employment – Temporary (Continued)**

<u>Last Name</u> MERCADO	<u>First Name</u> Brenda	Assignment Avid Program Asst.	<u>Site</u> SUH	<u>Hrs/wk</u> 19	Effective Date(s) 01/15/2017 - 06/01/2017
MILLAN	Hector	Coach, Baseball	ORH		02/22/2017 - 06/07/2017
MONGE	Ana	Coach, Track & Field	ORH		02/27/2017 - 06/03/2017
MONTES	Jessica A.	Avid Program Asst.	МОН	19	02/01/2017 - 06/30/2017
MOST	Gerald	Coach, Lacrosse	ELH		02/28/2017 - 05/20/2017
MUNOZ	Rene	Coach, Softball	BVH		02/28/2017 - 05/27/2017
OROZCO	Amanda	Student Worker	SPS	20	02/13/2017 - 06/01/2017
PAFFORD	Zachary	Athletic Trainer	SUH		02/22/2017 - 06/30/2017
PAMINTUAN	Reginald	Coach, Track & Field	SYH		02/21/2017 - 06/03/2017
PE	Roberto	Coach, Tennis	НТН		02/11/2017 - 05/27/2017
PONCE	Jacquelyn	Coach, Lacrosse	ELH		02/24/2017 - 05/13/2017
RODRIGUEZ	Ulisses	Avid Program Asst.	МОН	19	02/20/2017 - 05/27/2017
ROLDAN	Alan	Coach, Swim & Dive	МОН		02/22/2017 - 05/20/2017
ROSARIO	Lovejoy E.	Avid Program Asst.	NCM	19	01/30/2017 - 05/30/2017
RUBIO	Christian I.	Student Worker	SPS	20	02/14/2017 - 06/01/2017
RUIZ	Karen A.	Avid Program Asst.	GJH	19	02/03/2017 - 05/26/2017
SALAZAR	Stefani L.	Avid Program Asst.	MVH	19	01/25/2017 - 06/01/2017 Page 5 of 7

## **Employment - Temporary (Continued)**

<u>Last Name</u> TARR	<u>First Name</u> Andrea	Assignment Coach, Cheer	<u>Site</u> ELH	<u>Hrs/wk</u>	Effective Date(s) 02/16/2017 - 06/30/2017
VAZQUEZ	Angela M.	Avid Program Asst.	SUH	19	01/15/2017 - 06/01/2017
WELCH	Christian	Coach, Volleyball	SYH		02/21/2017 - 05/27/2017

### **Leave of Absence**

<u>Last Name</u> MARISCAL	First Name Silverio	Assignment Custodian	<u>Site</u> BVM	<u>Hrs/wk</u> 40	Effective Date(s) 02/08/2017 - 03/10/2017
PEREZ	Vanessa J.	Sr. Admin. Asst.	RSK	40	02/21/2017 - 05/01/2017

## Separations/Resignations/Retirements

<u>Last Name</u> ALVIDREZ	<u>First Name</u> Raul	Assignment Custodian	<u>Site</u> MVA	Hrs/wk 20	Effective Date 01/27/2017
ARCE	Alicia H.	Inst. HC Asst.	MVH	37.50	03/31/2017
CASAS	Evelyn	Nutrition Serv. Asst. I	MVA	17.50	01/31/2017
CONTRERAS	Martin G.	Custodian	MOA	40	11/11/2016
DOMINGUEZ	Karel A.	Avid Program Asst.	MOM	19	01/26/2017
DUMAS	Shannon N.	Avid Program Asst.	BVM	19	12/16/2016
ELLIS	Dakota P.	Avid Program Asst.	PAH	19	12/16/2016
FLORES	Kezia	Avid Program Asst.	CPM	19	12/16/2016
GANS	Ronald E.	Campus Asst.	NCA	20	04/28/2017
GONZALEZ	Leticia I.	Avid Program Asst.	CVA	19	12/16/2016
IBARRA	Gabriela	Avid Program Asst.	GJH	19	12/08/2016
JENKINS	Maria R.	Nutrition Serv. Asst. I	SOH	17.50	01/03/2017
MATABAN	Arlene	Sr. Payroll Tech.	PAY	40	01/31/2017
MEDINA	Claudia	Avid Program Asst.	MOA	19	12/15/2016
MEDINA	Vina	Nutrition Serv. Asst. I	ORH	17.50	01/19/2017
MIRANDA	Briana M.	Avid Program Asst.	SUH	19	12/31/2016
SHARIF	Muna A.	Avid Program Asst.	RDM	19	12/23/2016
TORREZ	Gericho W.	Avid Program Asst.	HTH	19	12/16/2016

## Separations/Resignations/Retirements (Continued)

Last Name	First Name	<u>Assignment</u>	<u>Site</u>	Hrs/wk	<b>Effective Date</b>
VILLEGAS	Sarah N.	Avid Program Asst.	ELH	19	12/16/2016

## **Substitutes**

## **Employment**

<u>Last Name</u> ACOSTA	<u>First Name</u> Maritza	Assignment Inst HC Asst.	Effective Date(s) 02/07/2017
DELACRUZ	Susana	Campus Asst.	02/09/2017
DRISCOLL	Danielle	Sub. Clerk	02/07/2017
MERCADO	Esther	Inst. Asst. Spec. Ed.	02/09/2017
PENA	Denisse	Nutrition Serv. Asst.	02/10/2017
REED	Sean	Inst HC Asst.	02/16/2017
RODRIGUEZ	Maria	Sub. Clerk	02/07/2017
SALAZAR	Armando	Custodian	02/22/2017
SOLARES	Oscar	Bus Driver	02/07/2017
TAPIA	Natalie	Inst. Asst. Spec. Ed.	02/07/2017
VALLADARES	Norma	Bus Driver	02/13/2017
VAZQUEZ	Erika	Inst. HC Asst.	02/09/2017

## **Separations**

Last Name	First Name	<u>Assignment</u>	Effective Date
PACHECO	Clarissa	Nutrition Serv. Asst.	02/21/2017
RODRIGUEZ	Mauro	Inst. Asst. Spec. Ed.	02/24/2017



## **April 10, 2017**

**Board Item - F.-2.** 

<u>Issue</u>:

Calendar.

## **Superintendent's Recommendation:**

Calendar of Board of Trustees Meetings - 2016-2017.

## Analysis:

## **SWEETWATER UNION HIGH SCHOOL DISTRICT**

## Calendar of Board of Trustees Meetings - 2016-2017

Meeting Date	Subject	Reports
Monday, April 24	Regular Board Meeting	
Monday, May 8	Regular Board Meeting	
Monday, May 22	Regular Board Meeting	
Monday, June 12	Regular Board Meeting	
Monday, June 26	Regular Board Meeting	Budget Adoption
Monday, July 10	Regular Board Meeting	
Monday, July 24	Regular Board Meeting	
Monday, August 14	Regular Board Meeting	
Monday, August 28	Regular Board Meeting	
Monday, September 11	Regular Board Meeting	
Monday, September 25	Regular Board Meeting	
Monday, October 09	Regular Board Meeting	
Monday, October 23	Regular Board Meeting	
Monday, November 13	Regular Board Meeting	
Monday, December 11	Organizational Board Meeting	(Date pending approval on November 13)

## **ASB Presidents' Meetings**

TBD for 2017		
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## **DISTRICT ENGLISH LEARNER ADVISORY COMMITTEE (DELAC)**

April 27, 2017	9'00 a m - 11'30 a m	Parent Center 466 Moss St, CV
May 25, 2017	" "	" "

## **DISTRICT PARENT ADVISORY COUNCIL (DPAC) MEETINGS**

April 12, 2017	9:00 a.m 11:30 a.m.	Parent Center 466 Moss Street, CV
May 10, 2017	II II	" "

## **DAC/GATE MEETINGS**

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## **SAN DIEGO COUNTY SCHOOL BOARDS ASSOCIATION**

TBD	

## **SCHEDULED EVENTS**

Friday, April 28	5:00 p.m 9:00 p.m.	Honoring Our Own Awards Dinner Sheraton San Diego Hotel
Monday, May 15	4:00 p.m 6:00 p.m.	Employee Recognition Otay Ranch High School Multi-purpose Room

For questions regarding this board item, please contact Deanne Vicedo at 619/585-4405 or deanne.vicedo@sweetwaterschools.org.

Fiscal Impact:

None.



**April 10, 2017** 

Board Item - F.-3.

**Issue:** 

Board requests.

## **Superintendent's Recommendation:**

Report on board requests for information and policy direction to staff.

## **Analysis**:

In the context of board meetings, members of the board have raised individual interests on policy issues and/or requests for information. The following is a status update from staff on matters identified.

### **POLICY ISSUES**

### **Date Requested Issue**

<u>Board</u> Member

None.

## **REQUESTS FOR INFORMATION**

January 23, 2017 Board member requested a joint meeting or Tarantino retreat with the Citizens Bond Oversight Committee.

Staff will be working on coordinating a joint meeting after July 1, 2017.

## **PROCESS ISSUES**

None.

For questions regarding this board item, please contact Deanne Vicedo at 619/585-4405 or deanne.vicedo@sweetwaterschools.org.

Fi	sca	ΙI	m	рa	ct:

None.



## **April 10, 2017**

Board Item - F.-4.

<u>Issue</u>:

Consultant Agreements totaling \$5,000 and under.

## **Superintendent's Recommendation:**

Approve Report on Consultant Agreements totaling \$5,000 and under.

## **Analysis**:

In accordance with Board Policy 3600, the board has authorized administrative employment of consultants without prior approval if fees for individual services do not exceed the sum of \$5,000 and has previous budget authorization. The following consultants were approved through such administrative action granted under this authority. All of these consultant contracts are on file in the office of the chief financial officer.

It is important to note that the consultants' report total dollar value has been categorized into "annual" consultants' contracts and "one-time" contracts. "Annual" contracts are those that are not likely to return to the board as this is the contract for annual services. Those marked as "one-time" may return to the board during the year as their services are used by other school sites or departments. In this report, seventy-two percent of the expenditures are annual. Twenty-eight percent are one-time expenditures for this reporting period.

<u>Note</u>: A separate agenda item (K-1) contains a comprehensive list of all consultant contracts above \$5,000 which expressly require board of trustees' approval.

<b>Fiscal</b>	Impact:
	•

None.

### ATTACHMENTS:

Description

☐ F-4 Report #1

☐ F-4 Agreements #2

Backup Material

Backup Material

#### **CONSULTANTS UNDER \$5,000 REPORT** April 10, 2017

			FUNDING S	OURCE	*					YEAR-TO-				
CONSULTANT'S NAME		CABINET MEMBER	CAT.	G.F.	GRANT	SPEC ED	OTHER FUNDS	AMOUNT W/DRAWN	AMOUNT	DATE	ANNUAL/ ONE TIME	REF. NO.	START DATE	END DATE
SUPERINTENDENT	(JANNEY)													
None														
FACILITIES AND OPERATIONS	(AGUIRRE)													
None														
DIVISION OF FISCAL SERVICES	(MICHEL)													
None														
<b>EQUITY, CULTURE &amp; SUPPORT SERVICES</b>	(FULCHER)													
Blue Horse Services, Inc.		Dr. Fulcher					Х		\$5,000	\$5,000	Annual	2	04/06/17	06/15/17
Tariq Khamisa Foundation (TKF)		Dr. Fulcher					Χ		\$1,550	\$1,550	One Time	3	02/27/17	06/30/17
TEACHING & LEARNING	(ALVAREZ)													
Golden, Dani A., C/O DAG & Associates	Granger Jr.	Alvarez		Х					\$400	\$400	One Time	4	02/28/17	02/28/17
LEADERSHIP DEV. & SYSTEMS INNOVATIO	N (CARBERRY	)												
None														
GRANTS / COMMUNICATIONS	(RUBIO)													
None														
HUMAN RESOURCES	(GLOVER)					_								
None														

\$0	\$22,450
\$400	\$26,145
\$0	\$27,680
\$0	\$0
\$6,550	\$13,789
\$6.950	\$90.064
	\$400 \$0 \$0

Annual Contracts = 72% of Total Expenditures One Time Contracts = 28% of Total Expenditures

<sup>\*</sup>CAT. = Categorical

<sup>\*</sup>G.F. = General Fund - Unrestricted

<sup>\*</sup>Other Funds = County School Facilities Fund; Special Reserve Fund; Adult Ed.; Building Fund; Cafeteria Fund

#### BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: Athletics Originator: J.Heinz
Name of Consultant: Blue Horse Services, Inc.
Category (For Cabinet Secretary Use Only): Equity, Culture/Supt. Svcs.
Starting Date of Services: 4/6/17 Ending Date: 6/15/17
Starting Date of Services. 4/0/1/ Ending Date. 0/13/1/
(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)
Description (nature of services):
Ratify: In an effort to increase parental and community engagement in district functions, as required under LCAP Goal 3, the district and sites may request services of Consultant to broadcast, livestream, and podcast athletic events at a cost of \$275.00 per athletic event, except for events that exceed four hours, which may be agreed to at a higher rate as approved by the athletic department. Advertising spots and district service announcements will be included in the cost of the event.
For questions regarding this board item, please contact Dr. Joe Fulcher at (619) 407-4920 or joe.fulcher@sweetwaterschools.org.
Justification (Why is the use of this consultant necessary Could existing staff perform this function? If not, why not?):
Consultant has a proven track record of providing these services, which are contemplated in the district's LCAP focus area for the 2016-2017 school year.
Cabinet Member Responsible: Dr. Fulcher, Equity/Cult./Supt. Svcs. Funding Source (e.g. Title I): Site ASB or Site Funding Sources
upon athletic department approval
Total Amount: $$5,000$ Annual $\sqrt{}$ One Time $\sqrt{}$ ( $\sqrt{}$ one only)
Danie 2 af 4

Page 2 of 4 Board Agenda Item F-4 April 10, 2017

#### BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: Equity and Culture Originator: Mariana Gomez
Name of Consultant: Tariq Khamisa Foundation (TKF)
Category (For Cabinet Secretary Use Only): Equity, Culture/Supt. Svcs.
Starting Date of Services: 2/27/17 Ending Date: 6/30/17
(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)
Description (nature of services):
Ratify: This year the district has a partnership with the Tariq Khamisa Foundation (TKF), a San Diego organization that focuses on transforming youth through education and restorative practices programs. TKF has provided resotrative practices curriculum to some schools including Ranch Del Rey Middle School and Chula Vista High School. The district has expanded its work with TKF and they have been supporting Southwest Middle School by offering a 10-week curriculum that helps students to be proactive by learning skills that support problem solving and repairing harm, and other restorative principals, which started on February 27, 2017.
For questions regarding this item, please contact Dr. Joe Fulcher at (619) 691-5533 or joe.fulcher@sweetwaterschools.org.
Justification (Why is the use of this consultant necessary? Could existing staff perform this function? If not, why not?):
Southwest Middle School is one of the district restorative pilot schools. This 10-week curriculum will provide students and teachers valuable skills that promote a healthy and supportive learning environment through understanding restorative practices and its strategies for mediating conflict, reducing harm and learning from mistakes.
Cabinet Member Responsible: Dr. Fulcher, Equity/Cult./Supt. Svcs.
Funding Source (e.g. Title I): Equity LCAP Budget
Resource Code: 0900
Total Amount: $$1,550$ Annual One Time $\sqrt{}$ ( $\sqrt{}$ one only)

Page 3 of 4 Board Agenda Item F-4 April 10, 2017

#### BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: Granger Jr. Originator: A. Montano
Name of Consultant: Dani A. Golden, C/O DAG & Associates
Category (For Cabinet Secretary Use Only): Teaching and Learning
Starting Date of Services: 2/28/17 Ending Date: 2/28/17
(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)
Description (nature of services):
Ratify Consultant Dani Golden from C/O DAG & Associates, author of "Life.Game On! A Competitor's Guide" who was invited to participate in the Granger Junior Literacy Week. This event included a scholastic book fair, Dr. Seuss birthday and speakers from National City government. The author spoke to multiple classes (English, Spanish, and English Learners) with an additional evening presentation for students and their families. All students were invited to attend.
Ms. Golden presented a PowerPoint regarding the following topics: Competition in their lives/how to survive, students facing bullying, the ability to overcome failures, celebrate successes, judging their power, channeling energy, keeping focused, and maintaining balance. She also answered questions and read to students. In addition, the author shared her past experience as an Olympic level swimmer, her own career in marketing and her successes in that career.
For questions regarding this board item, please contact Ana Maria Alvarez at (619) 691-5546 or ana.alvarez@sweetwaterschools.org.
Justification (Why is the use of this consultant necessary? Could existing staff perform this function? If not, why not?):
Dani Golden is an author with professional experience and this represented a positive opportunity for students to learn from a writer.
Cabinet Member Responsible: Ana Maria Alvarez, Teaching/Learning Funding Source (e.g. Title I): School Libraries/Curriculum
Resource Code: 0000
Total Amount: $$400.00$ Annual One Time $\sqrt{}$ ( $\sqrt{}$ one only)

Page 4 of 4 Board Agenda Item F-4 April 10, 2017

*Requisition No*Site Contact Joe Hein	*Telephone No. (619) 600-3304
SWEETWATER UNION HIGH SCHOOL DISTRICT	DISTRICT OFFICE Certificated
CONSULTANT/PROFESSIONAL EXPERT AGREEMENT	USE ONLY Classified
ANIMORITHM INC. PROJECTION WATER STOTEMENTS	N/A
THIS AGREEMENT is made and entered into this SWEETWATER UNION HIGH SCHOOL DISTRICT, hereinafter n	day of *April , 20 15 20 17, by and between the
Hereinafter referred to as CONSULTANT, WITNESSETH	
WHEREAS, Government Code Section 53060 authorizes the services to DISTRICT in administrative matters if such person special services required; and	DISTRICT to contract with and employ persons to furnish special s are specially trained, experienced and competent to perform the
WHEREAS, CONSULTANT represents that this person is spe services called for by this Agreement; and	cially trained, experienced, and competent to provide such special
WHEREAS, DISTRICT has determined that it has a need to endescribed herein;	ter into this Agreement with CONSULTANT for the special services
NOW, THEREFORE, the parties agree as follows:	
(b) CONSULTANT shall keep DISTRICT Superintender	red fire casety services by selections of the control of the contr
persisent (his As correct (16)-20) (17) (lternized	CONSULTANT of the performance continuous tempered (contract Amel) (contract Amel) (contract Amel)
pursuant to the following schedule after receipt and approverify the satisfactory performance by CONSULTANT of timecessary.)	BULTANTs Payment of CONSULTANT's fee shall be made all by DISTRICT of such reports as DISTRICT may specify to the work to which each payment pertains. (Attach schedule if
	NDITIONS-Boxed area must be completed by CONSULTANT
MUST BE COMPLETED BY CONSULTANT	
Are you a retired school employee?  Yes No	CONSULTANT
Are you currently employed by the Sweetwater Union High School District or any other school district?  Yes X No	BLUE HOREE SERVICES INC Company
	STEWART PAYME
If yes, which district?	Consultant's Name
te	$\lambda \mathcal{L}$
If you presently work for a school district or retired from a school district you will be paid through the payroll system.	
0 0	Authorized Signature
	200 1/ 1-1-1
Consultant's Signature	355 K STREET SUITE L Address CRY CHULA VISIA State CA ZE 91911
I certify that I am not being compensated by my action district	
of employment for the same time that I am performing this service.  I further certify that I have not been convicted of a felony, act of moral turpitude, or a sex or narcotle offense. Furthermore, to the	CRY CHULA VISIA State CA Zp 914 // Telephone: Hm (6/9) 942 - 5257 Wk (6/9) 672 - 7075
best of my knowledge, I am free of tuberculosis.	WILL TOTAL

- Article 4. Time of Performance and Term of Agreement The services called for under this Agreement shall be provided by CONSULTANT during the period commencing on the date of receipt by CONSULTANT from DISTRICT, and ending on 46/15/2017. It shall be expressly understood by CONSULTANT that time is of the essence of this Agreement and DISTRICT may terminate this Agreement in the event of unexcused delay in CONSULTANT's performance hereunder.
- Article 5. Hold Harmless and Indemnification CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees agents, assigns or subcontractors as they relate to the service to be provided under this Agreement. CONSULTANT agrees to indemnify and to hold free and harmless DISTRICT, its officers, agents and employees from all loss, liability, damages, costs or expenses that may or might at any time arise or be asserted against DISTRICT, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.
- Article 6. Worker's Compensation Insurance CONSULTANT agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Worker's Compensation Act is filed against DISTRICT, CONSULTANT agrees to defend and hold harmless the DISTRICT from such claim.
- Article 7. Ownership of Work Product All products of work performed pursuant to this Agreement will be the sole property of DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT.
- Article 8. <u>Termination of Agreement</u> DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONSULTANT fall to perform any of the terms and conditions hereof at the time and places set forth herein. In the event of such termination, CONSULTANT shall be paid the reasonable value of the services rendered up to the date of such termination, less any payments theretofore made, as determined by DISTRICT, and the CONSULTANT hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

DISTRICT may also terminate this Agreement at any time and for any reason by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by DISTRICT as provided in this Section, CONSULTANT shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONSULTANT of notice of termination and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to specific request by DISTRICT for the performance of such work.

- Article 9. <u>Status of CONSULTANT</u> It is expressly understood that at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement CONSULTANT is acting as an independent CONSULTANT and not as an officer, agent, or employee of DISTRICT. CONSULTANT shall be responsible for all salaries, payments and benefits for all of its officers, agencies, assigns, subcontractors and employees in performing services pursuant to this Agreement. The CONSULTANT understands that he/she and all of his/her employees are not entitled to benefits of any kind or nature normally provided to employees of the District.
- Article 10. <u>Assignment</u> No portion of this Agreement or any of the work to be performed hereunder may be assigned by CONSULTANT, without express written consent of DISTRICT, and without such consent all services hereunder are to be performed solely by CONSULTANT.
- Article 11. <u>Alterations or Variance</u> No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

F	FIND	RESOURCE	YFAR	GOAL	FUNCTI	ON	OBJECT	SCHOOL CODE	COST CENTER	PSEUDO#
DIST	RICT OF	 FICE USE O	NLY		(COM	IPLE	TE BUDGE	T NUMBER IS R	EQUIRED)	
s	WEETWA	TER UNION HIG	H SCHOO	L DISTRIC	r i	*				
- к	aren Miche	si, CFO		· · · · · · · · · · · · · · · · · · ·	_		Si	le Principal or Cabir	et Momber Signatu	<b>TR</b>
		20 Resolution No. 2		ntracts.	<del></del>	lbe		was approved by offic Inion High School Dis		

*Requisition No "Site Contact	^1 elephone No.
SWEETWATER UNION HIGH SCHOOL DISTRICT	DISTRICT OFFICE Certificated
CONSULTANT/PROFESSIONAL EXPERT AGREEMENT	USE ONLY Classified
	N/A
THIS AGREEMENT is made and entered into this SWEETWATER UNION HIGH SCHOOL DISTRICT, hereinafter re	day of _*TCO, 20 lC20 L7by and between the eferred to as DISTRICT, and *
Hereinafter referred to as CONSULTANT. WITNESSETH	
	DISTRICT to contract with and employ persons to furnish special s are specially trained, experienced and competent to perform the
WHEREAS, CONSULTANT represents that this person is spervices called for by this Agreement; and	cially trained, experienced, and competent to provide such special
WHEREAS, DISTRICT has determined that it has a need to end described herein;	ter into this Agreement with CONSULTANT for the special services
NOW, THEREFORE, the parties agree as follows:	
(a) CONSULTANT hereby agrees to perform the follow to provide all needed materials and supplies (ATTACH AD	ving necessary services to the satisfaction of DISTRICT and
	ent and other designated DISTRICT representatives fully to DISTRICT such oral and written reports as DISTRICT may
Average CONSULTANTA FAR DISTRICT CONSULTANTA CONSULTANTA CONSULTANTA CONSULTANTA CONSULTANTA CONSULTANTA CONSULTANTA CONS	Billing Required) Total Contract Amt 1 1/2
pursuant to the following schedule after receipt and approverify the satisfactory performance by CONSULTANT of the necessary.)	<b>SULTANTS</b> Payment of CONSULTANT's fee shall be made ral by DISTRICT of such reports as DISTRICT may specify to he work to which each payment pertains. (Attach schedule if
	NDITIONS—Boxed area must be completed by CONSULTANT
MUST BE COMPLETED BY CONSULTANT	
Are you a retired school employee?  Yes No	Taria Khamisa Foundation
Are you currently employed by the Sweetwater Union High School District or any other school district?  Yes No	Company CTKF)
If yes, which district?	Consultant's Name
If you presently work for a school district or retired from a school district you will be paid through the payroll system.	Authorized Signature
Consultant's Signature I certify that I am not being compensated by my school district	Address
of employment for the same time that I am performing this service.  I further certify that I have not been convicted of a felory, act of moral turpitude, or a sex or narcotic offense. Furthermore, to the	City         State         Zip           Telephone: Hm ( )         Wk ( )
best of my knowledge, I am free of tuberculosis.	

- Article 4. Time of Performance and Term of Agreement

  The services called for under this Agreement shall be provided by CONSULTANT during the period commencing on the date of receipt by CONSULTANT from DISTRICT, and ending on 

  Agreement and DISTRICT may terminate this Agreement in the event of unexcused delay in CONSULTANT's performance hereunder.
- Article 5. Hold Harmless and Indemnification CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees agents, assigns or subcontractors as they relate to the service to be provided under this Agreement. CONSULTANT agrees to indemnify and to hold free and harmless DISTRICT, its officers, agents and employees from all loss, liability, damages, costs or expenses that may or might at any time arise or be asserted against DISTRICT, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.
- Article 6. Worker's Compensation Insurance CONSULTANT agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Worker's Compensation Act is filed against DISTRICT, CONSULTANT agrees to defend and hold harmless the DISTRICT from such claim.
- **Article 7.** Ownership of Work Product All products of work performed pursuant to this Agreement will be the sole property of DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT.
- Article 8. <u>Termination of Agreement</u> DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONSULTANT fail to perform any of the terms and conditions hereof at the time and places set forth herein. In the event of such termination, CONSULTANT shall be paid the reasonable value of the services rendered up to the date of such termination, less any payments theretofore made, as determined by DISTRICT, and the CONSULTANT hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

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- Article 11. <u>Alterations or Variance</u> No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

FUND	RESOURCE	YEAR	GOAL	FUNCTIO	N OBJECT	SCHOOL CODE	COST CENTER	PSEUDO#
STRICT OF	FICE USE O	NLY		(COMF	LETE BUDGI	 ET NUMBER IS R	LEQUIRED)	
	ER UNION HIG		L DISTRICT		•			
Karen Michel	I, CFO			- [	S	ite Principal or Cabir	net Member Signatu	re
	2020	_	ntracts.		*	was approved by offic Union High School Dis		

*Requisition No *Site	Contact Arturo Mo	ontano, GRJ	*Telep	hone No. (619) 472-2	600
SWEETWATER UNION HIGH SCHOOL	DISTRICT		DISTRICT OFFICE	Certificated	
CONSULTANT/PROFESSIONAL EXPER	RT AGREEMENT		USE ONLY	ClassifiedN/A	
THIS AGREEMENT is made and entered into SWEETWATER UNION HIGH SCHOOL DIST					
Hereinafter referred to as CONSULTANT. WITNESSETH					
WHEREAS, Government Code Section 530 services to DISTRICT in administrative mat special services required; and					
WHEREAS, CONSULTANT represents that services called for by this Agreement; and	t this person is spe	cially traine	ed, experienced, and co	mpetent to provide su	ch special
WHEREAS, DISTRICT has determined that described herein;	it has a need to en	ter into this	Agreement with CONS	ULTANT for the specia	al services
NOW, THEREFORE, the parties agree as foll	ows:				
Article 1. CONSULTANT's Services  (a) CONSULTANT hereby agrees to be provide all needed materials and supplication discussion with students about the process	es. (ATTACH ADI	DITIONAL	PAGES IF NECESSA	RY)	ICT and
(b) CONSULTANT shall keep DISTR informed as to the progress of the work specify.	RICT Superintend and shall submit	ent and o to DISTRIC	other designated DIS CT such oral and writt	STRICT representat en reports as DISTF	ives fully RICT may
Article 2.3 CONSULTANT's Fee DIST pursuant to this Agreement the sum of for Travel, Lodging and/or Meals (\$*0.00	our hundred dollars****	······	<del> </del>	·············· dollārs	s, Amount
Article 3. <u>Installment Payments for L</u> pursuant to the following schedule after reverify the satisfactory performance by C necessary.)	receipt and approv ONSULTANT of t	val by DIST he work to	TRICT of such reports which each payment	as DISTRICT may pertains. (Attach so	specify to chedule if
SEE REVERSE SIDE FOR ADDITIONAL	TERMS AND CO	NDITIONS	-Boxed area must be	completed by COI	NSULTAN'
Are you a retired school employee?  Yes No		CONS	ULTANT		
Are you currently employed by the Sweetwater U District or any other school district?	Inion High School	Comp	any		
If yes, which district?		Consi	ultant's Name		
If you presently work for a school district o school district you will be paid through the		Autho	rized Signature		
Consultant's Signature I certify that I am not being compensated by my sch of employment for the same time that I am performing I further certify that I have not been convicted of a fermoral turpitude, or a sex or narcotic offense. Further best of my knowledge, I am free of tuberculosis.	ng this service. elony, act of	Addre City Telepi	none: Hm ( )	State Z	/ip

- Article 4. <u>Time of Performance and Term of Agreement</u> The services called for under this Agreement shall be provided by CONSULTANT during the period commencing on the date of receipt by CONSULTANT from DISTRICT, and ending on \*2/28/2017 ............... It shall be expressly understood by CONSULTANT that time is of the essence of this Agreement and DISTRICT may terminate this Agreement in the event of unexcused delay in CONSULTANT's performance hereunder.
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- **Article 11**. **Alterations or Variance** No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

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	FUND	RESOURCE	YEAR	GOAL	FUNCTION	OBJECT	SCHOOL CODE	COST CENTER	PSEUDO#	ı

DISTRICT OFFICE USE ONL!	(OOM LETE BODGET NOMBER TO REGULED)
SWEETWATER UNION HIGH SCHOOL DISTRICT	*
Karen Michel, CFO	Site Principal or Cabinet Member Signature
Date20 Pursuant to Resolution No. 2496, for contracts.	This Agreement was approved by official action of the Board of Trustees of the Sweetwater Union High School District on  Item No



Board Item - F.-5.

#### Issue:

Student Calendar for the 2017-2018 school year.

#### **Superintendent's Recommendation:**

Adopt the Student Calendar for the 2017-2018 school year, subject to negotiations and board approval.

#### **Analysis**:

In December 2008, the board of trustees approved the concept of a common student calendar beginning with the 2009-2010 school year. The common student calendar was developed in order to align school start and end times with feeder districts to better serve the students and parents of our community.

The 2017-2018 Student Calendar, which reflects the certificated work year including breaks and holidays, has been tentatively agreed to with the SEA, and the addition of three (3) work days is pending ratification with the Sweetwater Education Association/CTA/NEA (SEA). Upon board approval, staff will meet with the other bargaining units to develop the respective work calendars.

Please note that the work calendar has been increased to 187 days from 184 days. The purpose of extending the work year by three (3) days was to provide three additional professional development and training days for staff. The focus of these trainings is to support and enhance the services provided to the districts unduplicated children. There has been no changes to the 180 day student calendar. Additionally, the district is looking to work with the SEA on a multiyear calendar adoption starting in the 2019-2020 school year to support the planning and calendar adoption for our feeder districts and the community as a whole.

For questions regarding this board item, please contact Jennifer Carbuccia at 619-407-4940 or jennifer.carbuccia@sweetwaterschools.org.

#### Fiscal Impact:

As part of the overall implementation of adding these professional development and training days, the district has proposed adding a similar number of days to all other employee groups working less than a twelve month schedule. The total overall fiscal impact for all district employees from the unrestricted budget who will be receiving the three (3) additional days is \$3,044,006.25.

#### **ATTACHMENTS:**

Description

Type

2017-2018 Student Calendar

Backup Material



## 2017-2018 Student Calendar

JUNE, 2017         S       M       T       W       T       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	Fri 2 School year ends for 7-12 students 2 Final semester grades 2 End of second semester Fri 30 End of Fiscal year 2016-2017
JULY, 2017         S       M       T       W       T       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	Mon 3 Fiscal year 2017-2018 begins  Tue 4 Legal holiday - Independence Day  Mon-Wed 17-19 Certificated staff reports - Pre-Service Days  Thu 20 School begins for 7-12 students
S M T W T 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	
SEPTEMBER, 2017       S     M     T     W     T     F     S       L     L     L     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	Mon 4 Legal holiday - Labor Day 9 CA Admissions Day (in-lieu of day January 2) Mon-Fri 18-29 Fall Break

S M T W T 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	Mon-Tue 2-3 Non-instructional day - No students. <b>Duty day for teachers</b> Wed 4 <b>School resumes for 7-12 students</b>
NOVEMBER, 2017  S M T W T 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	Fri 10 Legal holiday - Veteran's Day (in lieu of November 11)  Mon-Wed 20-22 Non-instructional days - No students. <b>Non-Duty Day for teachers</b> Thu 23 Legal holiday -Thanksgiving Day  Fri 24 Declared holiday
DECEMBER, 2017       S     M     T     W     T     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	Fri 15 End of first semester - final semester grades  Mon-Fri 18-1/5 Winter Break  Fri 22 Declared holiday - Christmas Eve Day  Mon 25 Legal holiday - Christmas Day  Fri 29 Legal holiday - New Year's Eve Day
JANUARY, 2018         S       M       T       W       T       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	Mon Tue 2 In-lieu of holiday CA Admissions Day (September 9)  Mon-Fri 3-5 Winter Break (continued)  Mon-Tue 8-9 Non-instructional day - No students. Duty day for teachers  Wed 10 School resumes for 7-12 students - everyone reports  Second semester begins  Mon 15 Legal holiday - Dr. Martin Luther King Jr. Day
FEBRUARY, 2018  S M T W T 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	Fri 16 Legal holiday - Lincoln Day Mon 19 Legal holiday - Washington Day

MARCH, 2018       S     M     T     W     T     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	Mon-Fri 19-30 Spring Break Fri 23 Declared holiday Mon 26 Declared holiday - in lieu of Cesar Chavez Day (March 31)
S M T W T 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	Mon 2 School resumes for 7-12 students
MAY, 2018  S M T W T 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	Tue-Fri 1-11 AP Testing Window * Wed 9 Day of the Teacher Mon 28 Legal holiday - Memorial Day
JUNE, 2018       S     M     T     W     T     F     S       L     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	Wed 6 End of school year for 7-12 students 6 Final semester grades 6 End of second semester - 180 days Fri 29 End of Fiscal year 2017-2018

#### NOTE:

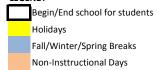
Adult school classes may remain open during winter break, spring break and summer break for the purpose of holding scheduled classes maintained in factories, commercial enterprises and institutions.

The certificated work year excludes holidays whereas the classified work year includes holidays.

\* AP Testing is determined by the College Board and dates have not been released. May 1st - 11th are tentative dates.

Measurement of Academic Performance and Progress (MAPP) replaces CST Testing. Dates have not been released. Tentatively scheduled to be accomplished between March and June of 2018.

#### LEGEND:





#### Board Item - F.-6.

#### **Issue:**

Advertising Agreements between Ella Magazine and Our Hometown Magazine.

#### **Superintendent's Recommendation:**

Approve Advertising Agreements with Ella Magazine and Our Hometown Magazine for April 2017, through March 2018.

#### **Analysis**:

Founded in 2015, Ella South Bay Magazine was created by the publishers of Our Hometown Magazine to provide a Spanish-language avenue for news, culture and community interest stories. As a means to positively promote the Sweetwater Union High School District programs, students and staff to the citizens throughout the community, the district wishes to enter into contracts with Ella Magazine and Our Hometown Magazine.

The magazines will provide monthly full page space where the district can advertise and/or print stories written by staff and students that address relevant issues in the community. This is a locally owned and run media outlet that showcases the numerous accolades and achievements of district schools as well as the excellent work being done by district students.

The feeder districts – Chula Vista Elementary and National Elementary – also work with Ella South Bay Magazine and have entered into similar agreements.

For questions regarding this board item, please contact Manny Rubio at (619) 691-5578 or manuel.rubio@sweetwaterschools.org.

#### **Fiscal Impact:**

Expenditure of \$30,000, for both agreements, to be paid from Supplemental and Concentration Funds, Resource Code: 0900.

#### **ATTACHMENTS:**

Description

Type

■ Ella Agreement

Backup Material



#### **Advertising Agreement**

#### Advertiser:

Sweetwater Union High School District C/O Superintendent Karen Janney Ed. D 1130 Fifth Avenue Chula Vista, CA 91911

#### **INSERTION ORDER**

<u>Issue(s)</u>	<u>Year</u>	Ad Size	<u>Net</u>	Gross
May	2017	Full Page	1500.00	1500.00
June	2017	Full Page	1500.00	1500.00
July	2017	Full Page	1500.00	1500.00
August	2017	Full Page	1500.00	1500.00
September	2017	Full Page	1500.00	1500.00
October	2017	Full Page	1500.00	1500.00
November	2017	Full Page	1500.00	1500.00
December	2017	Full Page	1500.00	1500.00
January	2018	Full Page	1500.00	1500.00
February	2018	Full Page	1500.00	1500.00
March	2018	Full Page	1500.00	1500.00
April	2018	Full Page	1500.00	1500.00

- Added Value: With every month of advertising Our Hometown will receive an article for print by SUHSD.
- Article is to be 350 400 words delivered in Spanish in a word doc by the 15th of the month prior to print. By line optional.

Advertising Agreement: Advertiser agrees to place advertising in Ella South Bay Magazine Inc. as outlined in the Insertion Order. Insertion Orders must be received by the 10<sup>th</sup> of the month prior to the month in which you are advertising. All advertising contracts are subject to approval by the publisher of Ella South Bay Magazine Inc. Rates listed are in US Dollars. Ella South Bay Magazine Inc. reserves the right to cancel Insertion Orders if payment is not received by due date. Cancellations, whether by advertiser or Ella South Bay Magazine Inc. are subject to terms outlined below.

Cancellations: Advertisers are required to submit all cancellations in writing by the 15<sup>th</sup> of the month prior to the month in which you are advertising. If advertiser requests a postponement or deferral of their advertisement beyond 60 days, Ella South Bay Magazine Inc. retains the right to change the rate to reflect the current rate card at the time the advertisement does run.

Ad Material: Insertion Order does not include ad design. Ad material will to be provided by the Advertiser and submitted by the 15<sup>th</sup> of the month prior to the month in which you are advertising. Advertisers that wish to change or provide new ad material must submit it to Ella South Bay Magazine Inc. by the 15<sup>th</sup> of the month prior to the month in which your ad material will run. If no new ad material is submitted you have authorized Ella South Bay Magazine Inc. to run the current ad material. By signing below you indemnify Ella South Bay Magazine from any liability, financially or otherwise from running incorrect ad material if above Ad Material policy is not met.

By signing below you agree that you have read and understand the terms of the insertion order.

Signature

Date

Print Name & Title



## **Advertising Agreement**

#### Advertiser:

Sweetwater Union High School District C/O Superintendent Karen Janney Ed. D 1130 Fifth Avenue Chula Vista, CA 91911

#### **INSERTION ORDER**

<u>Issue</u>	<u>Year</u>	Ad Size	<u>Net</u>	<u>Gross</u>
May	2017	Full Page	1000.00	1000.00
June	2017	Full Page	1000.00	1000.00
July	2017	Full Page	1000.00	1000.00
August	2017	Full Page	1000.00	1000.00
September	2017	Full Page	1000.00	1000.00
October	2017	Full Page	1000.00	1000.00
November	2017	Full Page	1000.00	1000.00
December	2017	Full Page	1000.00	1000.00
January	2018	Full Page	1000.00	1000.00
February	2018	Full Page	1000.00	1000.00
March	2018	Full Page	1000.00	1000.00
April	2018	Full Page	1000.00	1000.00

- · Added Value: With every month of advertising Our Hometown will receive an article for print by SUHSD.
- Article is to be 350 400 words delivered in a word doc by the 15<sup>th</sup> of the month prior to print. By line optional.

#### **Advertising Terms & Conditions**

**Advertising Agreement**: Advertiser agrees to place advertising in Our Hometown Magazine as outlined in the Insertion Order. Insertion Orders must be received by the 15<sup>th</sup> of the month prior to the month in which you are advertising. All advertising contracts are subject to approval by the publisher of Our Hometown Magazine. Rates listed are in US Dollars

**Cancellations:** Advertisers are required to submit all cancellations in writing by the 15<sup>th</sup> of the month prior to the month in which you are advertising. If advertiser requests a postponement or deferral of their advertisement beyond 60 days, Our Hometown Magazine retains the right to change the rate to reflect the current rate card at the time the advertisement does run.

Ad Material: Insertion Order does not include ad design. Ad material will to be provided by the Advertiser and submitted by the 10<sup>th</sup> of the month prior to the month in which you are advertising. Advertisers on contract that wish to change their ad material may submit new ad materials during their contract. All new ad material must be received by Our Hometown Magazine by the 15<sup>th</sup> of the month prior to the month in which your ad material will run. If no new ad material is submitted you have authorized Our Hometown Magazine to run the current ad material. By signing below you indemnify Our Hometown Magazine from any liability, financially or otherwise from running incorrect ad material if above Ad Material policy is not met.

By signing below you agree that you have read and understand the terms of the contract and insertion order.

Signature	Date	_
Print Name & Title		



#### Board Item - G.-1.

#### **Issue:**

Revision of Single Plans for Student Achievement (SPSA) for the 2016-2017 school year.

#### **Superintendent's Recommendation:**

Approve revisions of the Single Plans for Student Achievement (SPSA) for Chula Vista High School, Hilltop High School and Montgomery Middle School, for the 2016-2017 school year.

#### **Analysis**:

This board item was previously approved by the board of trustees on December 12, 2016, Board Agenda Item G-2. In preparation for the Federal Program Monitoring (FPM), it was determined that a few minor corrections and revisions were required in SPSA's to meet compliance for Chula Vista High, Hilltop High and Montgomery Middle School who are under review.

All schools receiving state and federal funding are required to revise their Single Plan for Student Achievement (SPSA) annually and submit it for board approval. The SPSA's have been approved by School Site Councils (SSC) prior to submission to the board. The site plans must include information on the programs and expenditures for the required supplemental funds as well as an explanation of how those programs and expenditures are supported by data and designed to improve academic achievement at the sites.

The revisions can be found via the following link: https://drive.google.com/drive/folders/0B2xguGYB5Sz\_X2MtVHNNZk1qNUU For questions regarding this board item, please contact Ana Maria Alvarez at (619) 691-5546 or email ana.alvarez@sweetwaterschools.org.

#### Fiscal Impact:

None.



#### **Board Item - G.-2.**

#### <u>Issue</u>:

Additional non-public agency: Southern California Collaborative Therapy.

#### **Superintendent's Recommendation:**

Approve Southern California Collaborative Therapy as an additional vendor for students requiring their services per their Individualized Education Program or by legal agreement for the 2016-2017 school year.

#### **Analysis**:

The district recently agreed to a speech and language evaluation by Southern California Collaborative Therapy. This non-public agency has not yet been approved by the board of trustees. Approval will allow the district to develop an individual contract with Southern California Collaborative Therapy.

On June 13, 2016, the board approved Board Agenda Item G-7, to develop individual contracts with non-Public Agencies and Non-Public Schools.

For questions regarding this board item, please contact Ana Maria Alvarez at (619) 691-5546 or ana.alvarez@sweetwaterschools.org.

#### **Fiscal Impact:**

The expenditure of \$3,800,000, was previously approved for all Non-Public Schools and Agencies, to be paid from the special services budget, Resource Code: 6500. No additional funds are being allocated for this additional vendor.



#### **Board Item - G.-3.**

#### **Issue:**

Brain Learning Psychological Corporation as an additional vendor.

#### **Superintendent's Recommendation:**

Approve Brain Learning Psychological Corporation as an additional vendor to perform Individual Educational Evaluations for students requiring their services per their Individualized Education Program or by legal agreement for the 2016-2017 school year.

#### **Analysis**:

The district recently agreed to a neuropsychological evaluation by Brain Learning Psychological Corporation, who has not yet been approved by the board. Approval will allow the district to develop an individual Memorandum of Understanding with Brain Learning Psychological Corporation.

To resolve a disagreement between the school district and a parent regarding special education assessment results, the Individuals with Disabilities Act (IDEA) requires that school districts have a list of independent, non-district, evaluators as an available option. This evaluation is called an Independent Educational Evaluation (IEE). IEEs are an infrequent occurrence, but are timely in nature so it is beneficial to have consultants pre-approved for service. The San Diego County SELPAs have developed an IEE policy that addresses procedures for requesting an IEE and places cost and location limitations for the various types of evaluations that may be commissioned. There will be a maximum cost of \$5,000 for any one IEE.

Dr. Haytasingh has now formed the Brain Learning Psychological Corporation. An MOU will be initiated for the required service. This item will not exceed a total of \$3,000, which is part of the \$30,000 previously approved for the 2016-2017 school year.

The consultants listed were determined by the district and the South County SELPA to be qualified to conduct an IEE: Dr. Charles Hogan, Dr. Marcia Sachs, Dr. Jill Weckerly, Dr. Monet Templeton (bil. Spanish), Dr. Reinzi Haytasingh, and Dr. Carren Stika (bil. ASL).

For questions regarding this board item, please contact Ana Maria Alvarez at (619) 691-5546 or ana.alvarez@sweetwaterschools.org.

#### Fiscal Impact:

The board previously approved the expenditure of \$30,000, to be paid from the special services budget, Resource Code: 6500. No additional funds are being allocated for this additional vendor.



**Board Item - G.-4.** 

**Issue:** 

Excursions and field trips.

#### **Superintendent's Recommendation:**

Report on excursions and field trips.

#### **Analysis**:

In accordance with Board Policy 6153, school-sponsored trips are designed to promote and enhance classroom learning experiences. Such trips shall encourage new interests among students; make them more aware of community resources; and help them relate their school experiences to the outside world. The following excursions and field trips were approved by the superintendent and/or his designee. All excursions and field trips are on file in the office of leadership development and systems innovation.

For questions regarding this board Item, please contact Dr. Dianna Carberry at (619) 585-4490 or dianna.carberry@sweetwaterschools.org.

Fiscal Impact:

No cost to the district.

#### **ATTACHMENTS:**

Description

Type

Excursions and Field Trips

Backup Material

<u>SITE</u>	<u>APPROVAL</u>	<u>TRAVEL</u> <u>DATE</u>	<u>EVENT/</u> <u>DESTINATION</u>	FISCAL IMPACT/ EXPENDITURE	PARTIC. COST	# OF PARTIC.	# OF CHAPERONES
CVH	Peralta/Alvarez	07/07/17 - 07/10/17	Chula Vista High School students to Santa Barbara, CA. Students will participate in the CADA/CASL Summer Leadership Camp at the University of California, Santa Barbara.	ASB Account	\$628.00	4	1
OLH	Zamudio/Alvarez	04/25/17 - 04/30/17	Olympian High School students to Tuscon, AZ. Students will participate in the International Mariachi Conference.	Scholarships/Sponsorships	\$330.00	10	3
RDR	Pedroza/Carberry	04/18/17 - 04/23/17	Rancho del Rey Middle School students to Louisville, KY. Students will participate in the VEX Robotics Competition World Championship.	ASB/Donations	\$1,500.00	4	2
SYH	Espinoza/Alvarez	04/18/17 - 04/23/17	San Ysidro High School students to Louisville, KY. Students will participate in the VEX Robotics Competition World Championship.	Fundraising/Contributions	\$772.00	6	1



#### Board Item - H.-1.

#### **Issue:**

Memorandum of Understanding (MOU) for School Resource Officers (SRO) services for the 2016-2017 school year.

#### **Superintendent's Recommendation:**

Approve/ratify Addendum to the Memorandum of Understanding between the Sweetwater Union High School District (SUHSD) and the City of National City for School Resource Officers for the 2016–2017 school year.

#### **Analysis**:

The National City Police Department provides uniformed School Resource Officers for all district schools in their jurisdiction. The school resource officers under contract with SUHSD and their respective agencies enable the district to provide approximately one (1) officer for every two (2) schools. The presence and proactive support of law enforcement has greatly enhanced school security. School Resource Officers provide campus security and police follow-up; classroom presentations related to youth and the law; attendance at parent meetings and student events; and participate on the School Attendance Review Board (SARB) and School Safety Committees when available.

Both the Sweetwater Union High School District and the National City Police Department agreed to jointly pay the full cost of two Police Officers who are assigned to the School Resource Officer program. The resource officers will be assigned to district schools located within the City of National City. The total cost to the Sweetwater Union High School District is \$84,000.

For questions regarding this board item, please contact Joe Fulcher at (619) 691-5564 or joe.fulcher@sweetwaterschools.org.

#### Fiscal Impact:

Expenditure of \$84,000, to be paid from the General Fund, Resource Code: 0000,

## School Law Enforcement Partnership Account.

### **ATTACHMENTS:**

Description Type

Renewed Memorandum of Understanding
 Cover Memo

#### Addendum to the Memorandum of Understanding between Sweetwater Union High School District (SUHSD) and City of National City (City) for School Resource Officer Funding

WHEREAS, SUHSD and CITY entered into a Memorandum of Understanding (MOU) for the provision of School Resource Officer services and funding for the 2015-2016 fiscal year.

WHEREAS, the parties agreed that the MOU could be renewed or amended upon mutual written agreement.

WHEREAS, the parties have agreed to extend the MOU for the 2016-2017 fiscal year.

NOW THEREFORE BE IT RESOLVED THAT, for good and valuable consideration, the parties have agreed the following extension of the Memorandum of Understanding (MOU):

- 1. Parties agree that pursuant to Section 2 of the MOU, they are mutually agreeing to extend the agreement for the 2016-2017 fiscal year
- 2. Parties agree that pursuant to Section 4 of the MOU, the District shall compensate the City upon invoicing of \$84,000 for the services to be rendered during the 2016-2017 year.
- 3. All other terms and conditions set forth in the MOU remain in full force and effect for the duration of the agreement and, if via mutual written agreement, any renewal periods.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to the Agreement to be duly executed, such parties acting by their duly authorized representatives.

We, the undersigned, have read and agree with this Addendum. Further, we have reviewed the proposed project and approve it.

By Sweetwater Union High School District	ByCity of National City
Date	Date
A . D 17 12 1 C 1	
As to Form and Legality by Counsel	
By Sweetwater Union High School District	ByCity of National City



Board Item - H.-2.

#### **Issue:**

Memorandum of Agreement.

#### **Superintendent's Recommendation:**

Approve/ratify the 2016-2017 Memorandum of Agreement between the San Diego and Imperial Counties California Student Opportunity and Access Program Consortium (Cal-SOAP) and the Sweetwater Union High School District (SUHSD) to provide targeted, disadvantaged, low income SUHSD students with college readiness programs and services.

#### **Analysis**:

The California Student Opportunity and Access Program (Cal-SOAP) is a state and federal program funded by the California Student Aid Commission designed to assist disadvantaged, low-income K-12 students.

The goals of the Cal-SOAP program are to advise, motivate, and inform students regarding college admissions and financial aid information, and to academically assist students to achieve their college potential.

The primary focus of the Cal-SOAP program is to serve students from:

- Low income households
- · Families in which they would be the first to attend college
- Schools and geographic areas with documented low eligibility or college participation rates

Cal-SOAP College Peer Advisors will be placed at Montgomery High School, San Ysidro High School, and Southwest High School.

Cal-SOAP services provided to all SUHSD high school students and families include academic tutoring, college peer advisors, financial aid information, and participation in the middle school College Making It Happen presentations.

This agreement will not add any additional cost to the district General Fund.

ATTACUMENTS.		
None.		
Fiscal Impact:		
or joe.fulcher@sweetwaterschools.org.		

For questions regarding this board item, please contact Joe Fulcher at 619.691.5533

**ATTACHMENTS:** 

Description Type

□ Cal-SOAP Memorandum of Agreement Backup Material

# MEMO OF AGREEMENT (MOA) BETWEEN THE SWEETWATER UNION SCHOOL DISTRICT AND

# SAN DIEGO AND IMPERIAL COUNTIES CALIFORNIA STUDENT OPPORTUNITY AND ACCESS PROGRAM CONSORTIUM

This Memo of Understanding is entered into by and between the Sweetwater Union School District, 1130 5<sup>th</sup> Ave., Chula Vista, California 91911, hereinafter referred to as "DISTRICT," and San Diego and Imperial Counties California Student Opportunity and Access Program Consortium, 6735 Gifford Way, San Diego, California, hereinafter referred to as "CONSORTIUM."

#### **RECITALS**

WHEREAS, the CONSORTIUM has received a grant from the California Student Aid Commission for the purpose of establishing and operating the San Diego and Imperial Counties California Student Opportunity and Access Program (Cal-SOAP), herein after referred to as PROJECT, and

WHEREAS, the CONSORTIUM wishes to obtain the in-kind services of DISTRICT personnel qualified to assist in the implementation of the PROJECT, and DISTRICT is willing to make available to CONSORTIUM the services of such DISTRICT personnel, and

WHEREAS, the DISTRICT will receive additional guidance services and the intensive services of College Peer Advisors for designated students in Montgomery, San Ysidro, and Southwest High Schools through the operation of the PROJECT, and additional college readiness programs and services

WHEREAS, the DISTRICT will receive additional general (no College Peer Advisors in the high school) college readiness programs and services to all other DISTRICT high schools

WHEREAS, the CONSORTIUM and DISTRICT will implement PROJECT services in accordance with the California Administrative Code Title 5, 80049.1(c). Nothing in this section shall be construed to preclude school districts from utilizing community-based service providers, including volunteers, individuals completing counseling-related internship programs, and state licensed individuals and agencies to assist in providing pupil personnel services, provided that such individuals and agencies are supervised in their school-based activities by an individual holding a pupil personnel services authorization.

NOW, THEREFORE, DISTRICT and CONSORTIUM agree as follows:

#### I. TERM

The term of this MOU shall commence on July 1, 2016 and shall end on June 30, 2017. Subject to the provisions of Section VI.

# II. RESPONSIBILITIES OF CONSORTIUM

#### The CONSORTIUM agrees to the following:

- A. CONSORTIUM will be responsible to meet the contractual obligations of their funding sources and collaborate with the DISTRICT on the implementation plan.
- B. CONSORTIUM will communicate to the DISTRICT when notified of any changes or findings from their funding source.
- C. CONSORTIUM will attend DISTRICT meetings as needed and as appropriate.
- D. CONSORTIUM College Peer Advisors are required to complete any Volunteer Application, LiveScan, TB Clearance, prior to reporting to a DISTRICT campus. All documents must be submitted to the Sweetwater Union Cal-SOAP Board member. District Volunteer Screening Requirements and Procedures, including signing in on the Volunteer Sign-In Form in the main office, must be adhered to.
- E. CONSORTIUM will provide a comprehensive list of programs activities and description and submit to DISTRICT for RECORD. These services will not impede on instructional time for students. (Attachment A)
- F. Contribute in-kind services, in support of the PROJECT designed for Sweetwater Union District and report support on a quarterly basis to Cal-SOAP
- G. CONSORTIUM is to comply with district, state, and federal mandated reporting.
- H. CONSORTIUM is to comply with all district policies and procedures.
- I. CONSORTUIM will provide CASFAA/Financial Aid training to school counselors.
- J. CONSORTIUM will provide report college acceptance of students that are served intensively by PROJECT.
- K. CONSORTIUM will pay for all costs associated with bus transportation, including the costs for the bus and the driver for Cal-SOAP events if school(s) does not pick up the cost. CONSORTIUM will first attempt to use DISTRICT bus transportation, and only if unavailable, will use other means of transportation.

#### III. RESPONSIBILITIES OF DISTRICT

#### The DISTRICT agrees to the following:

A. Assign to the PROJECT a district contact person who will represent the District at Cal-SOAP Board Meetings and retreats.

- B. Contribute and documents in-kind services in support of the PROJECT on a quarterly basis
- C. Provide computer labs for large FAFSA and Application events.
- D. Provide DISTRICT staffing at no cost for events that benefit the Sweetwater Union School District.
- E. Provide Volunteer Applications for Cal-SOAP employees assigned to District schools and notify Cal-SOAP of district procedures of how to access the process.
- F. Provide space and access to computers for Cal-SOAP CPAs to work at individual school site.
- G. DISTRICT shall advertise and promote Cal-SOAP events to middle and high school counselors and to students and their parents.
- H. DISTRICT will have School Counselors designated as a site point of contact. The designated site point of contact, who is employed by the DISTRICT, shall monitor Cal-SOAP student staff and certify students' time at school site, facilitate classroom presentations, and assist with meeting caseload contact requirement for Cal-SOAP/CSAC.
- I. The DISTRICT shall provide student data to Cal-SOAP for the purpose of tracking student services. The Project shall ask for data for all students at the following schools: Montgomery, San Ysidro, and Southwest High Schools that are served intensively by Cal-SOAP and will receive a Cal-SOAP College Peer Advisor in 2014-2016. The CONSORTIUM shall ask for the following data on all students in the above schools: School Name, first name, middle name, last name, address, telephone number, email address, name of parents/guardians, student' date of birth, ethnicity, gender, and expected graduation date, state ID number and/or student ID number.
- J. The DISTRICT will advertise Cal-SOAP events to all schools and mail as appropriate to selected students.
- K. The School Site Counselors shall assist Cal-SOAP staff with end of the year surveys.
- L. The DISTRICT shall provide a copy of its insurance <u>annually</u> for Commercial General Liability, Automobile Liability and Workers Compensation and Employers Liability with Waiver of Subrogation. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Cal-SOAP contract.

#### IV. APPLICABLE LAW

It is expressly understood and agreed by CONSORTIUM and DISTRICT that the law of the State of California shall govern them and the interpretation of this Agreement, and that any litigation brought because of or involving the Agreement, shall be initiated exclusively in the courts of the State of California.

All terms and conditions and provisions hereof shall insure to and shall bind the parties hereto their respective successors-in-interest and assigns.

#### V. AMENDMENT

No changes in the responsibilities of the DISTRICT and/or CONSORTIUM to be performed hereunder shall become effective until mutually agreed upon by DISTRICT and CONSORTIUM in writing. Such changes as are mutually agreed to by DISTRICT and CONSORTIUM which require additional services or a reduction in services under the Agreement as provided herein shall be incorporated in written amendments to this Agreement.

#### VI. TERMINATION

This Agreement may be terminated at any time upon the mutual agreement of the parties or upon thirty (30) days written notice from any party. Such termination shall not be deemed to be a breach of this Agreement, nor shall be deemed to be tortuous conduct.

#### VII. ASSIGNMENT

Neither CONSORTIUM nor DISTRICT may assign and/or transfer any interest in or rights to or obligations made to this Agreement or use the other's name or any corporate or business name that is reasonably likely to suggest that the two are related without in each case first obtaining the written consent of the other party.

#### VIII. FINGERPRINT CLEARANCE

Under Education Code, Section 45125.1, CONSORTIUM and its subcontractors shall ensure that all employees working with the Sweetwater Union High School District obtain fingerprint background clearance through the California Department of Justice screening process: CONSORTIUM will ensure that subcontractors will not place any person at a school whom has a conviction of a serious or violent felony as defined in Education Code, Section 44830.1 (c) (1), or sex offense as defined in

Education Code, Section 44010 or controlled substance offense as defined in Education Code, Section 44011.

#### TUBERCULOSIS EXAMINATION

CONSORTIUM and its subcontractors shall ensure that all employees working with the Sweetwater Union High School District will provide a tuberculosis (TB) certificate of clearance prior to commencing initial employment. CONSORTIUM will ensure that subcontractors will not place any person at a school without a valid TB certificate on file showing the employee was examined and found to be free from active tuberculosis, as defined in Education Code, Section 49406.1 (a).

#### X.

#### **INSURANCE**

CONSORTIUM shall not commence work nor shall he allow any subcontractor(s) to commence work under this contract until he has obtained and submitted to the DISTRICT all required insurance hereunder and certificates evidencing such insurance. CONSORTIUM shall, at its sole cost and expense, maintain in full force and effect, during the term of the agreement, the following insurance coverage from a California licensed insurer with an A minus (A-), VII, or better rating from the A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorneys' fee) arising out of or in connection with Organization's fulfillment of any of its obligations under this permit.

- A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows: \$2,000,000 per occurrence. Coverage for sexual abuse and molestation shall be included. Any policy with an aggregate limit shall have a \$2,000,000 aggregate dedicated to this contract or \$4,000,000 general aggregate limits.
- B. Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles ("any" auto) with a combined single limit of no less than \$1,000,000 per occurrence. If students are transported by the organization, subject to the written consent of District as specified in the Individual Service Agreement (ISA), the organization shall keep in effect a liability insurance policy providing at least \$5,000,000 per occurrence and \$10,000,000 in aggregate coverage. The organization shall insure that the organization's insurance provider submits written notice of cancellation to District at least thirty (30) days prior to cancellation or material change in coverage or terms of policy. The organization shall provide proof of insurance to District before the start of transportation services and upon renewal of coverage thereafter.
- C. Professional Liability: \$1,000,000 per occurrence and \$2,000,000 in aggregate coverage. If abuse and molestation coverage is included under Professional Liability, coverage shall be to the full policy limits.
- D. Worker's Compensation and Employers' Liability Insurance in a form and amount covering the organization's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. A waiver of subrogation endorsement shall be provided in favor of the District. Statutory limits and Employer's Liability with limits of \$1,000,000.
- E. Not later than the date Organization signs the permit application, and periodically thereafter upon request, Organization shall furnish the District with certificates of insurance evidencing coverage specified, as well as any required endorsements. Satisfactory evidence of insurance shall be equivalent to the standard insurance company Certificate of Liability Insurance form ACORD 25(2010/05), a waiver of subrogation endorsement and separate additional endorsements. The certificate of insurance shall include a thirty

- (30) day non-renewal notice provision. Any deductibles and/or self-insured retentions in excess of \$10,000 shall be disclosed on the certificate of insurance and subject to approval by District's Risk Manager.
- F. With the exception of the Workers' Compensation and Employers' Liability coverages, the policies of insurance providing liability coverages shall be endorsed to name the Sweetwater Union School District Board of Education as additional insured with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. Failure to maintain the insurance coverage specified above shall be cause for termination of the permit.

#### XI. INDEMNIFICATION

- A. To the fullest extent allowable by law, PROVIDER agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal and bodily injury, death, property damage, loss of profits, infringement upon intelligent property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by PROVIDER during performance of this Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties.
- B. If any action or proceeding, whether judicial, administrative, arbitration, or otherwise, shall be commenced on account of any claim, demand or liability covered by this, and such action or proceeding names any of the Indemnified Parties as a party thereto, the PROVIDER shall, as its sole cost and expense, defend the Indemnified Parties in such action or proceeding with council reasonably satisfactory to the Indemnified Parties named in such action or proceeding.
- C. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, PROVIDER shall pay, satisfy or otherwise, discharge any such judgment, award, ruling, settlement or relief and shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief.

#### XII. OWNERSHIP

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials or properties produced under this Agreement by the CONSORTIUM for the DISTRICT or by the DISTRICT for the CONSORTIUM shall be owned by the entity (DISTRICT or CONSORTIUM) that first owned it and/or caused the material to be generated through research and/or similar activities. No such material produced, either in whole or in part, under this agreement shall be subject to private use, copyright, or patent right by the CONSORTIUM (if generated or owned by the DISTRICT), or in the United States or in any other country without the express written consent of the DISTRICT. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent right by the DISTRICT (if generated or owned by CONSORTIUM), or in the United States or in any other country without express written consent of CONSORTIUM.

## XIII. NOTICES

Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, shall be served either by personal or delivered by certified mail, addressed to the following party as follows:

CONSORTIUM: Linda Doughty Director Cal-SOAP 6735 Gifford Way San Diego, CA 92111 (858) 569-1866-office (858) 569-1136-fax DISTRICT:
Dr. Karen Janney
Superintendent
Sweetwater Union High School District
1130 5<sup>th</sup> Ave.
Chula Vista, CA 91911
(619) 691-5555-office

## XIV. CONFIDENTIALITY OF STUDENT DATA

CONSORTIUM agrees to comply with the Family Educational Rights and Privacy Act of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education and the DISTRICT (including but not limited to Administrative Regulation and Procedures No. 6525 and 6527) to the end that the rights and privacy of the students enrolled in the DISTRICT and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill contractual obligations with the DISTRICT. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to, ensuring that:

- A. No identification of students or their parent/guardians by persons other than representatives of CONSORTIUM is permitted.
- B. The individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained.
- C. No access to individual student data shall be granted by CONSORTIUM to any other person, persons, agency or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the DISTRICT or representatives of CONSORTIUM so long as those persons have a legitimate interest in the information.
- D. CONSORTIUM recognizes and agrees that such access will be extended in reliance on representations made in this assurance, and that the DISTRICT shall have the right to enforcement of this assurance, or revocation of such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by CONSORTIUM. This assurance is binding CONSORTIUM on and such persons as may be employed by CONSORTIUM to assist in any phase of the contractual obligation to the DISTRICT.

## XV. DIVERSITY PROGRAMS

It is the policy of the State of California to afford all persons in public schools regardless of their disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, equal right and opportunities in the educational institution of the state. (Education Code 200).

## XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the DISTRICT and the CONSORTIUM with respect to its subject matter, and supersedes all prior or contemporaneous agreements, representatives and understanding.

## XVII. SEVERABILITY

If any of the provisions of this Agreement are held invalid under any law, such invalidity shall not affect the remainder of the Agreement.

# XVIII. EXECUTION

This Agreement (a) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representative, successors, or assigns; (b) is for the sole benefit of the DISTRICT and the CONSORTIUM, and no student or other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement; (c) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument; (d) shall be constructed and enforced in accordance with the laws of the State of California, and; (e) has been executed at San Diego, California, as of the last date set forth below.

This Agreement is signed below by the duly authorized representatives of the parties.

San Diego and Imperial Counties Student Opportunity and Access Program Consortium	Sweetwater Union School District
By:	By:
Melissa Janak Chairperson Cal-SOAP Advisory Board	Dr. Karen Janney Superintendent, SUHSD Sweetwater Union High School District
Date:	Date:

By:	
Genevieve Esguerra Treasurer, Cal-SOAP Advisory Board	
Date:	
APPROVED AS TO FORM AND LEGALITY	Approved in a public meeting of the Board of Trustees of Sweetwater Union High School District
Date:	Date:

# Attachment A San Diego and Imperial Counties California Student Opportunity and Access Program

**Funding Program/Services Description** College; Making It Happen A middle school parent Cal-SOAP program to help parents Intersegmental Council understand college SDUSD (match) readiness and their role in the educational process. Cal-SOAP shall work with district coordinator to provide Spanish and English booklet to the middle schools. **Advisement Services** Working in conjunction Cal-SOAP with school Counselors in Cal-SOAP will provide Lead College Peer Advisors (selected schools) and College Peer Advisors who will inform and disseminate information students and parents about college readiness. Opportunity for parents and Cal-SOAP College Fair Cal-SOAP Board students to meet with **Outreach Programs** college representatives at UC San Diego Scottish Rite Center Sweetwater College Fair Support Sweetwater Union School District by providing Cal-SOAP led workshops. **Application Workshops** Work with school Cal-SOAP counselors to provide additional afterschool and school time college application school sites and two additional workshops at Elementary Institute of Science (Nov. 24 and 25)

Dare to Dream College: the	Located at UC San Diego,	Cal-SOAP
African American	this conference will focus	UC San Diego
Experience	on issues that prevent	
	African Americans from	
	attending colleges. This	
	conference is open to all	
	who want to attend.	
Scholarship Workshop	Opportunity for 11 <sup>th</sup> and	Cal-SOAP
The state of the state of	12 <sup>th</sup> graders to understand	UC San Diego
	the process of applying for	
	Gates Millennial	
	Scholarship and the San	
	Diego Foundation	
	Scholarships.	
Financial Aid Nights	Working with counseling	Cal-SOAP
	staffs at school sites, Cal-	
	SOAP will ensure the	
	schools have presenters for	
	their financial aid parent	
	night.	
Cash for College (3)	Opportunity for Cal-SOAP	Cal-SOAP Board
	to organize financial aid	
	workshops to encourage	
	parents and students to	
	complete the FAFSA before	
	the March 2 deadline.	
College Expo	Opportunity for local higher	Cal-SOAP Board
	education partners to host a	SDSU
	educational conference at	
	SDSU for middle and high	
	school parents	
San Diego Science Festival	Opportunity for students in	Bio-Com
	K-12 to meet with	Science Festival
	universities/colleges and	Cal-SOAP
	business to promote interest	
	in science as a career	
NACAC/WACAC Fair	A spring college fair located	NACAC/WACAC
	at the San Diego	Cal-SOAP
	Convention Center for	
	students in 11 <sup>th</sup> grade.	
	Because Cal-SOAP is a co-	
	organizer SUHSD will get	

	buses from the NACAC/WACAC	
So You've Been Admitted to College	A workshop that helps newly admitted college students to understand the additional requirements that must fulfill before they go to college in the fall and fiscal responsibility.	Cal-SOAP
Students With Academic	For 100-rising 10 <sup>th</sup> and 11 <sup>th</sup>	UC San Diego Extensions
Goals (SWAG)	graders in San Diego	Cal-SOAP
	County to work on SAT	Bayview Church
	prep	San Diego State University
PSAT Scholars	For 100-risng 11 <sup>th</sup> grades in	University of San Diego
	San Diego County to attend	Cal-SOAP
	test prep at University of	
	San Diego on Saturdays.	
Admissions and Financial	SUHSD 12 <sup>th</sup> grade students	Cal-SOAP
Aid Cal-SOAP Folder	will be able to access the	
	Cal-SOAP Admissions and	
	Financial Folder	
	electronically on line	



**April 10, 2017** 

Board Item - H.-3.

**Issue:** 

Service Agreements.

## **Superintendent's Recommendation:**

Approve/ratify the 2016-2017 Service Agreements between the Chula Vista Elementary School District (Chula Vista), South Bay Community Services (South Bay) and the Sweetwater Union High School District for Family Resource Centers that provide intervention services to students and their families.

## **Analysis**:

The Chula Vista Elementary School District and South Bay Community Services will partner with the Sweetwater Union High School District to provide intervention services to students, families and the communities. Services at each of the centers include counseling/psychological services; access to basic necessities such as food, clothing, and shelter; access to Medi-Cal related services; and employment outreach services in Family Resource Centers and Community Resource Centers.

Staff recommends approval of the Service Agreements with the Chula Vista Elementary School District, and South Bay Community Services.

For questions regarding this board item, please contact Joe Fulcher at 619.691.5533 or Joe.fulcher@sweetwaterschools.org.

## Fiscal Impact:

Total expenditure of \$240,000, to be paid from Supplemental/Concentration Funds (LCFF), Resource Code: 0900.

#### **ATTACHMENTS:**

Description

Type

Service Agreement FRC Chula Vista

Backup Material



# Student Support Services 1130 Fifth Avenue, CHULA VISTA CA 91911 (619) 585-6020 • (619) 407-4982 FAX

#### SERVICE AGREEMENT

This Service Agreement is entered into and executed as of July 1, 2016 by and between the Sweetwater Union High School District ("SUHSD") and Chula Vista Elementary School District ("CHULA VISTA"); for the purpose of collaboration with DISTRICT schools and Resource Centers serving their respective communities. The Sweetwater Union High School District and the Chula Vista Elementary School District ("CHULA VISTA") agree with respect to the following facts:

The parties to this service agreement desire to provide collaboration and integrated service delivery for students and families in the Sweetwater Union High School District through Family Resource Centers ("FRC).

THEREFORE BE IT RESOLVED that the parties listed on this service agreement agree to the following:

CHULA VISTA's responsibilities shall include the following:

- 1. In partnership with SUHSD's liaison, develop outcomes and objectives for the Chula Vista FRCs and surrounding communities
- 2. Maintain case records of referrals sent by district school site employees
- 3. Maintain and provide data on services students are being referred for
- 4. Ensure all employees and volunteers of the Chula Vista who work directly with minors, have a TB test and Live Scan Investigation, which consists of FBI and Department of Justice (DOJ clearance) before beginning work
- 5. Provide SUHSD's Student Support Services office copies of referrals sent by school sites on a monthly basis
- 6. Meet with SUHSD on a biannual basis to discuss up data, outcomes, and services
- 7. Report to SUHSD's Medi-Cal Collaborative at the March meeting, for future funding requests
- 8. Submit an invoice for no more than \$130,000.00 for services for 2016-2017 school year
- 9. Contact the parents of the referred student(s) within a 48 hour period to set up intake appointment and contact referring party at the school site within 48 hours or less to acknowledge receipt of the referral. In addition after the intake meeting has taken place or if family does not show up for intake appointment, referring party from the school site will also be notified in a period 72 hours of less from the date of the intake meeting, or missed appointment
- 10. Provide and conduct parent support groups as requested by the school site.

SUHSD's responsibilities shall include the following:

- 1. Upon signature of service agreement and invoicing, submit payment(s) within annual limit of \$130,000.00. Meet biannually individually to review cases, outcomes, services and data
- 2. Assist with the referral process from school sites to the appropriate collaborative

- 3. Discuss referral options with school personnel
- 4. Have a point of contact to address FRC related business
- 5. Chula Vista will have access to station their FRC in the portable classroom station on east end of parking lot at Palomar High School.

## POINT OF CONTACT

Sweetwater Union High School District Sonia Picos Director, Student Support Services Sonia.Picos@sweetwaterschools.org

Phone: 619-691-5564

Chula Vista Elementary School District Margarita Holguin

Executive Director

Margarita.Holguin@cvesd.org

Phone: 619-427-2290

## **TERMS OF AGREEMENT**

This agreement is effective July 1, 2016 and terminates at 11:59 p.m. on June 30, 2017. This agreement may be terminated at any time by mutual agreement of the parties or by 30 day written notification from either party.

## **INDEPENDENT CONTRACTOR STATUS**

It is expressly understood that at all time, while rendering services described herein, and in complying with any terms and conditions of the Agreement, CHULA VISTA is acting as independent contractors, and said CHULA VISTA employees are not officers, agents, or employees of SUHSD. CHULA VISTA enters into this agreement, and will remain throughout the term of the agreement, as an independent contractor. CHULA VISTA agrees that the collaborative employees will not become employees of SUHSD while this agreement is in effect. CHULA VISTA collaborative employees are not entitled to the rights or benefits afforded to SUHSD employees, including sick leave, vacation, health insurance, disability or unemployment benefits. CHULA VISTA is responsible for providing CHULA VISTA's own expenses, all employees including but not limited to liability, unemployment, and worker's compensation insurance or coverage.

## **LIABILITY INSURANCE**

- 1. For the term of this agreement, CHULA VISTA shall include SUHSD in its program of liability insurance. A Certificate of Insurance shall be issued as evidence of general liability insurance by CHULA VISTA to SUHSD with minimum limits of \$1,000,000 per occurrence and a \$3,000,000 general aggregate. CHULA VISTA shall furnish SUHSD with, and shall maintain on file with SUHSD during the term of the agreement valid and up-to-date, original certificates of insurance and endorsements effecting coverage on forms satisfactory to SUHSD.
- 2. Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the District, the officers, agents, employees and volunteers of the DISTRICT, individually and collectively.

3. SUHSD shall carry professional liability insurance covering SUHSD employees during the term of the agreement with CHULA VISTA with limits if \$1,000,000.00 per occurrence with a \$3,000,000 general aggregate evidenced by a certificate of insurance. This document shall be delivered to CHULA VISTA prior to the commencement of the agreement.

## **MUTUAL INDEMNIFICATION**

Each party agrees to mutually indemnify and hold harmless the other parties, their elected officials, directors, officers, agents and employees from any and all claims, demands, damages, and other liability including costs and attorney fees, resulting from or arising out of its performance and/or non-performance under this agreement; performance and/or non-performance of its duties and responsibilities with respect to this agreement; and any other negligent or willful act or omission of its directors; officers; agents or employees. The policy limits do not act as a limitation upon the amount of indemnification provided by the Parties.

#### GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

#### NON-DISCRIMINATION

SUHSD and CHULA VISTA shall ensure that services and benefits are provided without regard to sex, sexual orientation, gender, ethnic group, race, ancestry, origin, religion, color, mental disability, or physical disability, age, marital or parental status or any other unlawful consideration in accordance with Title VI of the Civil Rights Act of 1964, California Government Code, Section 503-504 of the Rehabilitation Act of 1973, as amended.

## COMPLIANCE WITH LAW

Parties shall be subject to, and shall comply with, all Federal, State and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to, licensing, employment, purchasing practices, wages, hours and conditions of employment, including nondiscrimination.

## FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the Sweetwater Union High School District Board of Trustees and the Chula Vista Elementary School District Board of Trustees.

## ENTIRE AGREEMENT

This Agreement represents the entire Agreemen	at and understandings of the parties hereto and no
prior writings, conversations or representations of any na	ature shall be deemed to vary the provisions hereof.
This Agreement may not be amended in any way except l	by a writing duly executed by both parties hereto.
Date:	Date:
Karen Michel, Chief Financial Officer	Francisco Escobedo, Ed.D., Superintendent
Sweetwater Union High School District	Chula Vista Elementary School District



## Student Support Services 1130 Fifth Avenue, Chula Vista CA 91911 (619) 585-6020 ● (619) 407-4982 FAX

## SERVICE AGREEMENT For Resource Center Services

This Service Agreement is entered into and executed as of July 1, 2016 by and between the Sweetwater Union High School District ("SUHSD") and South Bay Community Services ("SOUTH BAY") for the purpose of collaboration with DISTRICT schools and Resource Centers serving their respective communities. The Sweetwater Union High School District and South Bay Community Services ("SOUTH BAY") agree with respect to the following facts:

The parties to this service agreement desire to provide collaboration and integrated service delivery for students and families in the Sweetwater Union High School District through Family Resource Centers ("FRC).

THEREFORE BE IT RESOLVED that the parties listed on this service agreement agree to the following:

SOUTH BAY's responsibilities shall include the following:

- 1. Provide two Family Intake Specialist, one for each Community Resource Center (CRC) to perform the following:
  - a. In partnership with SUHSD's liaison, develop outcomes and objectives for the SUHSD FRCs and surrounding communities
  - b. Receive referrals from school sites
  - c. Maintain case records of referrals sent by district school site employees
  - d. Provide SUHSD's Student Support Services office copies of referrals sent by school sites on a monthly basis
  - e. Perform individual/family assessments
  - f. Contact the parents of the referred student(s) within a 48 hour period to set up intake appointment and contact referring party at the school site within 48 hours or less to acknowledge receipt of the referral. In addition after the intake meeting has taken place or if family does not show up for intake appointment, referring party from the school site will also be notified in a period 72 hours of less from the date of the intake meeting, or missed appointment
  - g. Provide and conduct parent support groups as requested by the school site.
  - h. Provide and schedule direct intervention services with partner agencies
  - i. Schedule services through the Community Assessment Team (CAT)
  - j. Operate activities through respective resource center
  - k. Conduct presentation of services to Student Study Team (SST) at school sites
  - l. Maintain, prepare and disseminate data on services students are being referred for
  - m. Meet with SUHSD as requested to discuss up data, outcomes, and services
  - Attend meetings with other partner agencies

- 2. Ensure all employees and volunteers of the SUHSD Collaborative who work directly with minors, have a TB test and Live Scan Investigation, which consists of FBI and Department of Justice (DOJ clearance) before beginning work
- 3. Ensure that all employees, volunteers and parents utilizing the centers comply with District Administrative Regulation 4040 (attached).
- 4. Report to SUHSD's Medi-Cal Collaborative at the March meeting, for future funding requests
- 5. Submit invoice(s) for no more than \$110,000.00 for services for 2016-2017 school year

SUHSD's responsibilities to each partner shall include the following:

## • To SOUTH BAY:

- O Upon signature of service agreement and invoicing, submit payment(s) within annual limit of \$110,000 specified herein
- o Meet quarterly to review cases, outcomes, services and data
- o Assist with the referral process from school sites to the collaborative
- o Discuss referral options with school personnel
- o Have a point of contact to address FRC related business
- o Provide a location and equipment as specified in Exhibit A for use by SOUTH BAY for the FRC.

#### POINT OF CONTACT

Sweetwater Union High School District Sonia Picos Director, Student Support Services] Sonia.picos@sweetwaterschools.org] Phone: 619-691-5564 South Bay Community Services
Mauricio Torre
Director – Youth and Family Development
mtorre@csbcs.org
Phone: 619-420-3620

## TERMS OF AGREEMENT

This agreement is effective July 1, 2016 and terminates at 11:59 p.m. on June 30, 2017. This agreement may be terminated at any time by mutual agreement of the parties or by 30 day written notification from either party.

## **INDEPENDENT CONTRACTOR STATUS**

It is expressly understood that at all time, while rendering services described herein, and in complying with any terms and conditions of the Agreement SOUTH BAY is acting as independent contractors, and SOUTH BAY employees are not officers, agents, or employees of SUHSD. SOUTH BAY enters into this agreement, and will remain throughout the term of the agreement, as an independent contractor. SOUTH BAY agrees that the collaborative employees will not become employees of SUHSD while this agreement is in effect. SOUTH BAY collaborative employees are not entitled to the rights or benefits afforded to SUHSD employees, including sick leave, vacation, health insurance, disability or unemployment benefits. SOUTH BAY is responsible for providing SOUTH BAY's own expenses, all employees including but not limited to liability, unemployment, and worker's compensation insurance or coverage.

## **LIABILITY INSURANCE**

- 1. For the term of this agreement, SOUTH BAY shall include SUHSD in its program of liability insurance. A Certificate of Insurance shall be issued as evidence of such a program of insurance by SOUTH BAY to SUHSD with minimum limits of \$1,000,000 per occurrence and a \$3,000,000 general aggregate. SOUTH BAY, shall furnish SUHSD with, and shall maintain on file with SUHSD during the term of the agreement valid and up-to-date, original certificates of insurance and endorsements effecting coverage on forms satisfactory to SUHSD.
- 2. SUHSD shall carry general liability insurance and or self-insurance covering SUHSD employees during the term of the agreement with SOUTH BAY, with limits of \$1,000,000 per occurrence with a \$3,000,000 general aggregate evidenced by a certificate of insurance. This document shall be delivered to SOUTH BAY prior to the commencement of the agreement.

## **MUTUAL INDEMNIFICATION**

Each party agrees to mutually indemnify and hold harmless the other parties, their elected officials, directors, officers, agents and employees from any and all claims, demands, damages, and other liability including costs and attorney fees, resulting from or arising out of its performance and/or non-performance under this agreement; performance and/or non-performance of its duties and responsibilities with respect to this agreement; and any other negligent or willful act or omission of its directors; officers; agents or employees. The policy limits do not act as a limitation upon the amount of indemnification provided by the Parties.

## GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

#### NON-DISCRIMINATION

SUHSD and SOUTH BAY shall ensure that services and benefits are provided without regard to sex, sexual orientation, gender, ethnic group, race, ancestry, origin, religion, color, mental disability, or physical disability, age, marital or parental status or any other unlawful consideration in accordance with Title VI of the Civil Rights Act of 1964, California Government Code, Section 503-504 of the Rehabilitation Act of 1973, as amended.

## COMPLIANCE WITH LAW

Parties shall be subject to, and shall comply with, all Federal, State and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to, licensing, employment, purchasing practices, wages, hours and conditions of employment, including nondiscrimination.

#### FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the Sweetwater Union High School District Board of Trustees and South Bay Community Services.

## **ENTIRE AGREEMENT**

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

Karen Michel, Chief Financ Sweetwater Union High Sch		
Date:		
	·: O.C.	
Kathie Lembo, Chief Execu South Bay Community Serv		

#### Exhibit A

The following facilities and equipment belonging to SUHSD are used by South Bay Community Services (SBCS) in conjunction with their provisions of services under this agreement: *Community Resource Centers:* 

## 1. Montgomery Middle School

The Community Resource Center is housed in a Montgomery Middle relocatable trailer between the main campus and South Staff Parking Lot. The trailer contains a ramp and has four parking spots directly in front of it, which may be used by CRC staff and visitors. Fax machine and communication lines such as phone and small copy machine are property of SUHSD. The room has partitions. The center contains computers for parent use which allows them to seek employment information through EDD. The center also has "teacher desks" as well as two chairs per desk. District provided internet access is available for the computers.

## 2. Mar Vista Academy

The Community Resource Center is housed in room 904 (facing the street). The room contains a small copy machine, fax and communication lines. The room has partitions. The center contains computers for parent use which allows them to seek employment information through EDD. The center also has "teacher desks" as well as two chairs per desk. District provided internet access is available for the computers.

SUHSD recognizes that laptops used by SBSS staff are property of SBCS, and is not responsible for their safety or replacement.



## **April 10, 2017**

## Board Item - H.-4.

## **Issue:**

Stephen W. Hawking I: Action on Renewal of Charter Petition.

## **Superintendent's Recommendation:**

Approve the renewal of the Stephen W. Hawking I Charter School with the proposed term beginning July 1, 2017, and ending June 30, 2022, and adopt the written factual findings that are specific to the renewal charter petition.

## **Analysis**:

The charter petition was received by the board of trustees at the February 13, 2017, board meeting. Given statutory and regulatory timelines, final action must occur within 60 days, which would be April 13, 2017.

At the March 28, 2017, board meeting, the board conditionally approved the renewal of the Stephen W. Hawking I Charter School. Since this board action, the charter school has acted to address the conditions of renewal.

For questions regarding this board item, please contact Moisés Aguirre at 619-585-6060 or moises.aguirre@sweetwaterschools.org.

## Fiscal Impact:

None.

#### **ATTACHMENTS:**

	Description	Туре
D	Hawking Renewal Conditions Report	Backup Material
D	Charter District Analysis	Backup Material
D	Response to District Report	Backup Material
	Hawking Charter Petition Clean Copy	Backup Material
D	Hawking Charter Petition Redlined	Backup Material



## **Assistant Superintendent of Facilities and Operations**

1130 Fifth Avenue • Chula Vista, California 91911-2896

(619) 585-6060 • FAX (619) 420-0339

Moises G. Aguirre, Ed.D.

Assistant Superintendent of Facilities and Operations

Charter School Renewal
Follow Up Report and Analysis:
Stephen W. Hawking I
April 10, 2017

#### Overview

At the March 28, 2017, Board of Trustees Meeting, the board acted to conditionally approve the renewal for Stephen W. Hawking I Charter School. The board of trustees requested that staff return with information when the conditions have been met. The table below identifies the conditions and the manner in which they have been met.

The status update reflects the document that the charter school submitted, titled, "Response to Sweetwater Union High School District (SUHSD) Report & Analysis of Stephen W. Hawking 1 Charter Petition Renewal" (Response) as well as the revised charter petition that incorporates changes to the charter petition to address the conditions of renewal. Both the revised charter petition and the Response are included as exhibits to this renewal action.

The Sweetwater Union High School District will fulfill the promise of 100% student success.

Sweetwater Union High School District programs and activities shall be free from discrimination based on gender, sex, race, color, religion, ancestry, national origin, ethnic group identification, marital or parental status, physical or mental disability, sexual orientation or the perception of one or more of such characteristics.

## **Original Condition of Approval**

## 1. Educational Program

Middle and High School The Petition does affirmatively address extending the school grade levels to middle and high school grades, beginning with 7th grade in 2018-2019, and reaching full enrollment of 1,350 students as a TK-12 school by 2023-2024. The Petitioners describe the elements of the middle and high school program, but there needs to be further discussion and evaluation as to whether these elements are instructionally sound and whether the Petitioner's budget supports some of the more nuanced needs of a middle and high school public education program, including the ability to recruit and pay properly credentialed instructors. Without an appropriate plan for a middle and high school program, the district would have to seek an SBE waiver of the grade level contiguity requirements of the Education Code.

## **Status Update of Condition**

The charter petition was revised on page 27 to provide further discussion regarding the needs of a middle and high school program.

## 2. Special Education Program

a. Identification and Referral. There were concerns that the Original Petitions provided very little detail about the special education program, especially in the area of child find. The Original Petitions provided no explanation of the child find process or how Hawking will identify students with disabilities. While the New Petition is an improvement to the Original Petitions (because it mentions the child find process), the New Petition is too reliant on SELPA policy and does not demonstrate a clear understanding of responsibilities to identify students with disabilities. The New Petition states, "The Charter School will implement SELPA policies and procedures to ensure timely identification and referral of students who have or may have ... exceptional needs." (Pg. 91.) The Petitioner must demonstrate greater knowledge of identification procedures, including, for example, a non-exhaustive list of activities that trigger consideration of special education eligibility. Clarity around special education identification and referral is especially imperative considering the New Petition states that Hawking will be its own local educational agency[,] ... will apply directly for membership in a Special Education Local Planning Area ... [, and] will consider membership in the El Dorado County Charter SELPA ... in the event that the Charter School is not accepted into the El Dorado County Charter SELPA for the 2017-2018 school year, it will default to being categorized as a public school of the district for purposes of special education." (See Pg. 88, fn 2). This is an area so complex that it is recommended the Petitioners receive professional development in special education. A statement in the Petition to that effect should suffice.

**b. Student Discipline**. There were also questions, in the Original Petition, about the demonstrated understanding of the requirements for discipline of students eligible for special education. Moreover, it seemed generally assumed that Hawking staff would know when a change in student placement had occurred that triggered procedural protections. The New Petition did not address this issue, instead stating: "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." (Pg. 160.) The New Petition does not recognize that change in placement occurs when a removal is for more than ten (10)

Charter was revised on page 82 to indicate that for the 2017-2018 school year, the charter school shall remain with the Southbay County Special Education Local Plan Area (SELPA), and will apply to the El Dorado County Charter SELPA to transition during the 2018-2019 school year.

The charter petition was revised on page 84-86 to include greater detail regarding the Student Success Team (SST) process. This is inclusive of the identification, forms, team members, etc.

The charter petition was revised on page 136-137 to include more information about when a removal is considered a change in placement.

consecutive school days or the child has been subjected to a series of removals that constitutes a pattern. (See 34 C.F.R., § 300.530.) It is suggested, as a condition for approval, that the New Petition include more information about when a removal is considered a change in placement. It is also suggested that student discipline be another subject of ongoing training and professional development for Petitioners.

## 3. Permissive Education Code Provisions.

The Original Petition attempted to grant the Hawking School Board the powers of the permissive education code found at Education Code, section 35160 stating, "The Charter School Board may initiate and carry on any program or activity that is not in conflict with or inconsistent with any law or its charter." As Charters are largely exempt from the Education Code, this calls into question the Petitioners' ability to adopt the permissive Education Code statute to their benefit. Also, the permissive education code language could be used to justify actions beyond the scope of the charter, and the Charter Schools Act, and it could potentially augment the district's ability to provide meaningful oversight. This provision was revised slightly in the New Petition. Again, there is no known legal authority for a charter school to avail itself of the flexibility afforded school districts under Education Code 35160. It is recommended the language be stricken in its entirety.

The charter petition was revised on page 115 to remove this language from the charter petition.

## 4. Admissions Preferences.

The Original Petition was unclear whether its admissions preferences for children of Founding Development Team members and siblings of students currently enrolled in the school were weighted preferences or total exemptions from any lottery. It was unclear whether, due to this policy, district residents may be prevented from enrolling in Hawking Schools in violation of the Charter Schools Act. The New Petition eliminates this language and clarifies that siblings and current students are exempt from the public lottery. The Education Code allows charter schools to give preferences (and not exemptions), and it requires they hold open, public lotteries when requests for admission exceed available space. While the Charter Schools Act authorizes an exemption for currently enrolled students, it does not allow an exemption for siblings. It is therefore recommended, as a condition for approval, removing the exemption for siblings and, instead, providing a weighted preference process for siblings.

The charter petition indicates on page 133 that its admissions preferences to include language that indicates that admission preferences will be, "in accordance to applicable law and federal guidance, the following group of students are exempted from lottery: currently enrolled students."

Further, the charter petition was revised on page 133 to indicate the following:

The following groups of students will be given a preference:

- Siblings of currently enrolled students.
- Students residing within the district's attendance area.
- Children of current staff members.

## **5. Dispute Resolution Procedures.**

There were concerns that the Original Petition required the District to refer all disputes involving Hawking Schools to the Hawking School Board for resolution because the district should not relinquish control of complaints that impact oversight and/or liability. The New Petition amended this language, stating: Any dispute arising within Stephen W. Hawking STEAM Charter School, whether among or between students, staff, parents, partnering organizations or board members, shall be resolved pursuant to the policies and processes adopted by the board of trustees. (Pg.

The charter petition was revised on page 158 to include language that district retains the right to investigate complaints at its discretion.

168.) It is important to note that there could be times when complaints are brought to the district that might prompt the district to take an oversight role or some other corrective action. It is recommended that as a condition for approval, including language providing the district retains a right to investigate complaints at its discretion.

## 6. Closure Procedures.

The Original Petition and the New Petition do not identify a responsible entity for Charter closure- related activities and, instead, defers this to a later date. Title 5 of the California Code of Regulations, at section 11962, makes clear that charter petitions must "[d]esignat[e] ... a responsible entity to conduct closure-related activities." The Petitioners cannot defer delegation of closure-related activities to another time, especially to the time of closure. The Charter Schools Act and its implementing regulations recognize that, to create a charter school, Petitioners must have a plan in the event of school closure to ensure the charter school's students will efficiently transition into another placement. / It is further recommended, as a condition for approval, adding language designating the executive director as the person responsible for closure-related activities.

The charter petition was revised to indicate that the, "Charter School's Executive Director will be the responsible person for all closure-related activities."

## 7. Budget Narrative.

Both the Original Petitions and the New Petition do not contain a Budget Narrative. Charter school operating budgets are required to "[i]nclude budget notes that clearly describe assumptions on revenue estimates, including, but not limited to, the basis for average daily attendance estimates and staffing levels." (Cal. Code Regs., tit. 5, § 11967.5.1,subd. (c)(B)(3).) It is suggested, as a condition for approval, requiring Petitioners to submit a budget narrative as part of the New Petition. In addition, a thorough review of the budget sufficiency as it relates to Charter grade expansion should be performed by district staff.

The charter school developed a budget narrative to supplement the budget data submitted. This was submitted through the Response to the District.

#### 8. Facilities.

The New Petition provides a one-sentence reference to the current location of the school. Contained within the "Education Program" section, however, under "Projected Enrollment," the Petition states that "Due to facility limitations, the Charter School feels that it will not be able to launch its first middle school classrooms successfully and with fidelity to the educational program described herein. Therefore, once Stephen W. Hawking Charter School's new facility is completed (currently anticipated to be summer of 2018), the Charter School will expand to serve students in middle and high school grades." It is not at all clear what Hawking I is doing with its facilities; where it intends to locate, what kind of evaluation has been done on the safety and appropriateness of the site, or how it will be funded. Information regarding the future location and associated plans is seriously lacking in detail, particularly about such a significant event. New facilities tend to create debt, affect recruitment and retention of students, and can affect surrounding neighborhoods and perhaps existing public elementary schools. A full disclosure of these details is warranted. It is suggested, as a condition for approval, that Petitioners provide a detailed outline of its future facilities plans.

The charter school has indicated that it will remain co-located on the campus of the Castle Park Middle School during the 2017-2018 school year. Further, as part of the Proposition 39 facility request process for charter schools, the charter school was offered continued space at Castle Park Middle for the 2017-18 school year.

The charter petition was revised on pages 164-165 to provide a description with greater detail regarding the location of the charter school, commencing in the 2018-2019 school. The future location is identified as being in the Otay Ranch Village 3 development on Heritage Road, in Chula Vista.

#### 9. Citations.

The charter petition was revised in the following pages regarding this condition:

- Page 7 (corrected reference)

The New Petition contains wrong legal citations to the Charter Schools Act. It is suggested, as a	- Page 25 (removed reference)
condition for approval, that Petitioners confirm all of the legal citations within the Petition and	- Page 46 (corrected reference)
revise as necessary.	- Page 65 (corrected reference)
	- Page 77 (corrections multiple)
	- Page 110-112 (corrections multiple)
	- Page 115 (corrected reference)
	- Page 127 (corrected reference)
	- Page 133 (corrected reference)
	- Page 135 (corrected reference)
	- Page 136 (corrected reference)
	- Page 153 (corrected reference)
	- Page 156 (corrected reference)
	- Page 157 (corrected reference)
NOTE: page numbers refer to page numbers on "radline" version of the charter natition	

**NOTE:** page numbers refer to page numbers on "redline" version of the charter petition.



## **Sweetwater Union High School District**

## Office of Equity, Culture, and Support Services

1130 Fifth Avenue, Chula Vista CA 91911 **619-407-4920** 

## Stephen W. Hawking I Charter Petition Renewal "District Report and Analysis"

In September, 2016, the Sweetwater Union High School District received and reviewed the renewal petitions ("Original Petitions") for Stephen W. Hawking Charter School ("Hawking I") and Stephen W. Hawking II, Science, Technology, Engineering, Art and Math Charter ("Hawking II"), (collectively, "Hawking Schools"). It was concluded at the time that the Original Petitions were virtually identical to those submitted initially, and that the content of the Petitions did not meet the basic minimum regulatory standards used by the State Board of Education ("SBE") to determine the substantive sufficiency of charter petitions that come to the SBE for action. (See Cal. Code Regs., tit. 5, § 11966.4 (achievement data on renewal) and § 11967.5.1 (charter petition criteria).) The Original Petitions did not provide reasonably comprehensive descriptions, as at least ten of the fifteen required elements did not meet the SBE's minimum standards.

As a result, District staff requested that Petitioners withdraw the Original Petitions, reformulate them to address the concerns, and resubmit them at a later date.

On January 23, 2017, Stephen W. Hawking I resubmitted a Petition for Renewal, which is the subject of this analysis. Overall, the Petition is technically sound and reflects a better understanding of the issues as well as a better preparation of the content.

The District is in the best position to evaluate whether the petitioners demonstrate that they have the background, skill and ability to run this school.

This review of the new Petition focuses specifically on the deficiencies that were identified last fall as well as compliance with current educational and legal mandates. With few exceptions, the new Petition appears to comply with legal standards and expectations. Please find below a description of identified elements that require further attention and which must be addressed by Petitioners. With this in mind, it is consequently recommended that the Board approve the Stephen W. Hawking I Charter conditionally, with the below items being addressed as part of the conditions to be met after Board approval.

## 1. Educational Program – Middle and High School

The Petition does affirmatively address extending the school grade levels to middle and high school grades, beginning with 7th grade in 2018-2019, and reaching full enrollment of 1,350 students as a TK-12 school by 2023-24. The Petitioners describe the elements of

the middle and high school program, but there needs to be further discussion and evaluation as to whether these elements are instructionally sound and whether the Petitioner's budget supports some of the more nuanced needs of a middle and high school public education program, including the ability to recruit and pay properly credentialed instructors. Without an appropriate plan for a middle and high school program, the District would have to seek an SBE waiver of the grade level contiguity requirements of the Education Code.

## 2. Special Education Program

## a. Identification and Referral

There were concerns that the Original Petitions provided very little detail about the special education program, especially in the area of child find. The Original Petitions provided no explanation of the child find process or how Hawking will identify students with disabilities. While the New Petition is an improvement to the Original Petitions (because it mentions the child find process), the New Petition is too reliant on SELPA policy and does not demonstrate a clear understanding of responsibilities to identify students with disabilities.

The New Petition states, "The Charter School will implement SELPA policies and procedures to ensure timely identification and referral of students who have or may have ... exceptional needs." (Pg. 91.) The Petitioner must demonstrate greater knowledge of identification procedures, including, for example, a non-exhaustive list of activities that trigger consideration of special education eligibility.

Clarity around special education identification and referral is especially imperative considering the New Petition states that Hawking will be its own local educational agency[,] ... will apply directly for membership in a Special Education Local Planning Area ... [, and] will consider membership in the El Dorado County Charter SELPA ... in the event that the Charter School is not accepted into the El Dorado County Charter SELPA for the 2017-2018 school year, it will default to being categorized as a public school of the District for purposes of special education." (See Pg. 88, fn 2).

This is an area so complex that it is recommended the Petitioners receive professional development in special education. A statement in the Petition to that effect should suffice.

## b. Student Discipline

There were also questions, in the Original Petition, about the demonstrated understanding of the requirements for discipline of students eligible for special education. Moreover, it seemed generally assumed that Hawking staff would know when a change in student placement had occurred that triggered procedural protections. The New Petition did not address this issue, instead stating: "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." (Pg. 160.) The New Petition does not recognize that change in placement occurs when a removal is for more than ten (10) consecutive school days or the child has been subjected to a series of removals that constitutes a pattern. (See 34 C.F.R., §

It is suggested, as a condition for approval, that the New Petition include more information about when a removal is considered a change in placement. It is also suggested that student discipline be another subject of ongoing training and professional development for Petitioners.

## 3. Permissive Education Code Provisions

The Original Petition attempted to grant the Hawking School Board the powers of the permissive education code found at Education Code, section 35160 stating, "The Charter School Board may initiate and carry on any program or activity that is not in conflict with or inconsistent with any law or its charter." As Charters are largely exempt from the Education Code, this calls into question the Petitioners' ability to adopt the permissive Education Code statute to their benefit. Also, the permissive education code language could be used to justify actions beyond the scope of the charter, and the Charter Schools Act, and it could potentially augment the District's ability to provide meaningful oversight.

This provision was revised slightly in the New Petition. Again, there is no known legal authority for a charter school to avail itself of the flexibility afforded school districts under Education Code 35160. It is recommended the language be stricken in its entirety.

## 4. Admissions Preferences

The Original Petition was unclear whether its admissions preferences for children of Founding Development Team members and siblings of students currently enrolled in the school were weighted preferences or total exemptions from any lottery. It was unclear whether, due to this policy, District residents may be prevented from enrolling in Hawking Schools in violation of the Charter Schools Act. The New Petition eliminates this language and clarifies that siblings and current students are exempt from the public lottery. The Education Code allows charter schools to give preferences (and not exemptions), and it requires they hold open, public lotteries when requests for admission exceed available space. While the Charter Schools Act authorizes an exemption for currently enrolled students, it does not allow an exemption for siblings.

It is therefore recommended, as a condition for approval, removing the exemption for siblings and, instead, providing a weighted preference process for siblings.

## 5. Dispute Resolution Procedures

There were concerns that the Original Petition required the District to refer all disputes involving Hawking Schools to the Hawking School Board for resolution because the District should not relinquish control of complaints that impact oversight and/or liability. The New Petition amended this language, stating:

Any dispute arising within Stephen W. Hawking STEAM Charter School, whether among or between students, staff, parents, partnering organizations or Board members, shall be resolved pursuant to the policies and processes adopted by the Board of Trustees. (Pg. 168.)

It is important to note that there could be times when complaints are brought to the District that might prompt the District to take an oversight role or some other corrective action.

It is recommended that as a condition for approval, including language providing the District retains a right to investigate complaints at its discretion.

#### 6. Closure Procedures

The Original Petition and the New Petition do not identify a responsible entity for Charter closure- related activities and, instead, defers this to a later date. Title 5 of the California Code of Regulations, at section 11962, makes clear that charter petitions must "[d]esignat[e] ... a responsible entity to conduct closure-related activities." The Petitioners cannot defer delegation of closure-related activities to another time, especially to the time of closure.

The Charter Schools Act and its implementing regulations recognize that, to create a charter school, Petitioners must have a plan in the event of school closure to ensure the charter school's students will efficiently transition into another placement.

It is further recommended, as a condition for approval, adding language designating the Executive Director as the person responsible for closure-related activities.

## 7. Budget Narrative

Both the Original Petitions and the New Petition do not contain a Budget Narrative. Charter school operating budgets are required to "[i]nclude budget notes that clearly describe assumptions on revenue estimates, including, but not limited to, the basis for average daily attendance estimates and staffing levels." (Cal. Code Regs., tit. 5, § 11967.5.1,subd. (c)(B)(3).)

It is suggested, as a condition for approval, requiring Petitioners to submit a budget narrative as part of the New Petition. In addition, a thorough review of the budget sufficiency as it relates to Charter grade expansion should be performed by District staff.

#### 8. Facilities

The New Petition provides a one-sentence reference to the current location of the school. Contained within the "Education Program" section, however, under "Projected Enrollment," the Petition states that "Due to facility limitations, the Charter School feels that it will not be able to launch its first middle school classrooms successfully and with

fidelity to the educational program described herein. Therefore, once Stephen W. Hawking Charter School's new facility is completed (currently anticipated to be summer of 2018), the Charter School will expand to serve students in middle and high school grades."

It is not at all clear what Hawking I is doing with its facilities; where it intends to locate, what kind of evaluation has been done on the safety and appropriateness of the site, or how it will be funded. Information regarding the future location and associated plans is seriously lacking in detail, particularly about such a significant event. New facilities tend to create debt, affect recruitment and retention of students, and can affect surrounding neighborhoods and perhaps existing public elementary schools. A full disclosure of these details is warranted.

It is suggested, as a condition for approval, that Petitioners provide a detailed outline of its future facilities plans.

#### 9. Citations

The New Petition contains wrong legal citations to the Charter Schools Act. It is suggested, as a condition for approval, that Petitioners confirm all of the legal citations within the Petition and revise as necessary.

## **CONCLUSION**

When the Original Petitions were reviewed, they were significantly deficient in practically all areas and there was as much information missing as was included. The New Petition is substantially better in practically all respects, and it reflects a clear educational and operational plan.

As mentioned, District staff will further assess the plan for the proposed middle and high school programs as well as the budget and facilities plans.

If you have any further questions, please do not hesitate to contact me.

## Stephen W. Hawking I Charter School Response to Superintendent's Recommendation for Renewal; **District Report & Analysis:**

The following is an explanation to the 9 areas identified by the Sweetwater Union High School District Office of Equity Culture and Support Services for Stephen W. Hawking 1 Charter Petition Renewal "District Report and Analysis."

## 1. Educational Program

Stephen W. Hawking I, has affirmatively addressed extending the school grade levels to middle and high school grades starting with the 2018-19 school year with grade 7 as outlined on page 27 of the charter petition renewal '5-year projected enrollment.' Furthermore, pages 36-71 provide a description of the Middle and High school's program that are instructionally sound; with page 72 identifying high school graduation requirements; page 83 addressing the transferability of course; including seeking WASC accreditation and UC A-G approval of our high school courses. The 5-year budget specifically outlines all expenses including staffing; instructional materials and facilities. Furthermore, as Hawking transitions to serve middle and high school grades, it will hire appropriately credentialed staff with expertise in these areas. Currently, we are researching high quality middle and high school STEAM programs as we continue to plan and develop our contiguous K-12 model to best serve the academic needs of our students, based on data collected from our currently enrolled students. We will therefore implement an educational program built upon this longitudinal data.

## 2. Special Education Program

As discussed with Assistant Superintendent Dr. Fulcher; and Ronald Lopez, Director of Special Education at Sweetwater Union High School District; Stephen W. Hawking I, will continue with SouthBay County SELPA for the 2017-18 school year, and is in the process of applying to the El Dorado SELPA effective July 1, 2018; starting with the 2018-19 school year.

## The following language to be added:

A Student Success Team (SST) will be the process by which students are identified for additional supports and individualized plans are created for each student based on their educational needs. The SST will include additional instructional supports, a timeline for implementation, an action plan summarizing goals and strategies for the student, and means for assessment. All SSTs will be communicated with parents, students, teacher(s) and the School Principal. See Attachment A.

#### **DESCRIPTION OF SST:**

The SST is a systematic, individual, solution-oriented approach to assist students with factors that are interfering with academic success and social-emotional issues. The SST clarifies problems and concerns, develops strategies and organizes resources, provides a system for school accountability, and serves to assist and counsel the parent, teacher and student. All students can benefit from an SST, including but not limited to those

students achieving below or above grade level, English Language Learners, students with special educational needs, and students who have experienced issues that might hinder their academic success at school.

#### **IDENTIFICATION**

Anyone who has a concern for a student can refer that student for an SST for consideration. Students are referred to SST by teachers, parents, counselors, upon written recommendation by a doctor, administration, social workers and law enforcement representatives. The meeting is designed to bring out the best in the people involved.

## **SST FORM**

The SST can be an initial, review or termination meeting. SST meetings are set for six weeks of intervention with follow-ups every 6 weeks until it is deemed that termination of SST is appropriate. Student information, such as student strengths, parental/teacher concerns, assessment and evaluation results and any other information pertinent to service needs and provisions are recorded on the SST. A description of the individualized intervention program, which will meet the needs of the student, including specific strategies that will be used with the student, are documented. The current performance level is documented using assessments and/or other measurable data. Goals are articulated with a method of measurement. At least an 80% mastery rate is required on each objective for the goal to be met. A projected completion timeline for each goal is articulated with an objective, evaluation criteria and projected completion date.

## **SST MEETING**

Team members introduce themselves and their roles.

- Purpose and process of the meeting are stated
- Strengths are identified
- Concerns are discussed, clarified and listed
- Pertinent information and modifications are listed
- Concerns are synthesized with one or two chosen for focus
- Strategies to deal with are chosen; concerns are brainstormed
- Goals are developed
- Team chooses best strategies to create an RTI action plan
- Individuals make commitments to actions outlined in action plan to help students achieve goals
- Person/s responsible and timelines for actions are recorded
- Follow-up date is set

As part of the requirements of the El Dorado SELPA membership, members of the Leadership Team at Stephen W. Hawking I will attend all required workshops, meetings; and ongoing virtual and onsite discussions on legal requirements and compliance as it pertains to IDEA. Therefore, the Principal, Special Education Director will attend extensive professional Development as it pertains to Special Education.

As stated in 2A, ongoing training and professional development will take place for student discipline. Stephen W. Hawking 1 will include more language in the charter petition about when a removal is considered a change in placement.

#### 3. Permissive Education Code Provisions

Stephen W. Hawking 1 will agree to remove the language identified by the District.

#### 4. Admission Preferences

- a) Change language in charter petition to the following: "In accordance to applicable law and federal guidance, the following group of students are exempted from the
  - Currently enrolled students"

Add: "The following groups of students will be given preference:

- Siblings of currently enrolled students
- Students residing within the district's attendance area"
- Children of current staff members"

## 5. Dispute Resolution Procedures

a) Stephen W. Hawking 1 agrees to add language to the charter petition providing that the District retains the right to investigate complaints at its discretion.

#### 6. Closure Procedures

- a) Add the following language to Element 15: "The Charter School's Executive Director will be the responsible person for all closure-related activities," as outlined in Element 15.
- 7. **Budget Narrative** See <u>Attachment B</u> description of Budget Narrative.

#### 8. Facilities:

- a) **LOCATION**: As of July 2018, Stephen W. Hawking 1, will acquire the property that will be located at the new construction site known as: Otay Ranch Village 3 Lot 3ab on Heritage Road in Chula Vista, CA. 91911 – approximately 3.5 miles from the current Stephen W. Hawking I Charter School.
- b) **EVALUATION**: Stephen W. Hawking has acquired the services of Turner-Agassi Charter School Facilities Fund (TACSFF) who underwrites and determines the feasibility of its projects in the acquisitions of facilities for charter school. Turner Agassi Charter School Facilities Fund has built 70 schools over the past 5 years, all with high-performing charter school operators who desire to one day potentially own their own facilities. In addition, Stephen W. Hawking has acquired the legal services of John Lemmo from Procopio Law Firm, who specializes in school facilities.

- c) **FUNDING:** When evaluating project budgets and affordability to the school, TACSFF considers several elements:
  - Cost per seat: this metric provides a high level understanding as to the overall affordability of the development of the school campus, including acquisition price, hard costs and soft costs. Typically in Southern California, TACSFF aims for the cost per seat metric to fall in the \$23,000 to \$25,000 range. In the case of the Hawking I project, the overall cost per seat is \$18,672 (including contingencies). This indicates a highly affordable development project.
  - Rent as a percentage of budget: TACSFF expects that rent from the school to TACSFF should not exceed 20% of revenues in any given year. In the case of Hawking I, rental costs are in the range of 17-19% of gross revenue. This percentage is expected to decrease given any cost savings TACSFF may realize in the project.
  - Development budget savings benefit the school: Savings to the development budget will benefit the school by reducing its annual rent and ultimate purchase option pricing.
  - Budget consists of actual costs: The development budget consists purely of the actual costs involved in building the school. TACSFF does not charge a development fee or include a charge for its employees in the budget; TACSFF also does not require any type of down payment or equity contribution from the school. TACSFF fully funds all development costs.
  - Option to purchase: TACSFF serves as a "bridge to home ownership" and is motivated to help the school reach stabilization so it can afford to ultimately purchase the facility. The purchase option prices are determined from the outset and are embedded into the Lease. The school is able to purchase the facility from TACSFF in it 4<sup>th</sup> or 5<sup>th</sup> year. TACSFF has already had 10 of its portfolio schools purchase their facilities from TACSSF. In all cases, the schools have obtained optimal long-term financing and in most cases TACSFF has aided in this effort by introducing schools to the appropriate underwriters and bond counsel. TACSFF would do the same for Hawking from the very beginning. In the event that Hawking chooses not to purchase the facility from TACSFF, it will enjoy a 29-year lease with annual escalators starting in Year 6 of 2.25%; the escalator of 2.25% is extremely reasonable and below typical market rates in order to ensure continued long-term affordability for the school.
- d) **RECRUITMENT & RETENTION**: Stephen W. Hawking I Charter School will develop a comprehensive Recruitment and Retention plan to ensure annual maximized enrollment at the new school site; and that it retains its students year-after-year with the input of its stakeholders and approval of its governing board. In addition, in order to ensure it retains its former students when the school relocates, Stephen W. Hawking 1 plans to seek a material revision of its charter that addresses both facilities and admission preferences.

## 9. Citations:

a) Stephen W. Hawking 1 will review every citation in the charter petition for legal accuracy, and revise as necessary.



# STEPHEN W. HAWKING CHARTER **SCHOOL** TK-12

## **CHARTER RENEWAL PETITION**

FOR THE TERM OF JULY 1, 2017 – JUNE 30, 2022

RESPECTFULLY SUBMITTED ON JANUARY 23, 2017 TO:

THE TRUSTEES OF THE SWEETWATER UNION HIGH SCHOOL DISTRICT

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#### ASSURANCES, AFFIRMATIONS & DECLARATION

Stephen W. Hawking Charter School (the "Charter School"), a California public charter school located within the boundaries of the Sweetwater Union High School District (the "District" or "SUHSD") and authorized by the Sweetwater Union High School District Board of Education, 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 assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- Hawking STEAM Charter Schools declares that it shall be deemed the exclusive public school employer of the employees of Stephen W. Hawking Charter School for purposes of the Educational Employment Relations Act. TRef. Education Code Section 47605(b)(6)7
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)7
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, 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). TRef. Education Code Section 47605(d)(2)(A)-(C)
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.

- 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 is required to hold. As allowed by statute, flexibility will be given to noncore, non-college preparatory teachers. [Ref. California Education Code Section 47605(1)
- 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. TRef. Education Code Section 47605(d)(3)7
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. TRef. Education Code Section 47612.5(a)(2)
- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's education programs. TRef. Education Code Section 47605(c)∃
- The Charter School shall comply with any applicable jurisdictional limitations to locations of its facilities. [Ref. 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. Education Code Sections 47612(b) and 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- 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]
- The Charter School hereby declares that the Charter School, operated by or as its nonprofit public benefit corporation, is and shall be the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act (EERA), Chapter 10.7 (commencing with Section 3540) of Division 4 of Title I of the Government Code 47605(B)(5)(O). Charter School shall comply with all provisions of the EERA and shall act independently from Sweetwater Union High School District for collective bargaining purposes. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.

Principal	Date

#### **EXECUTIVE SUMMARY**

#### CHARTER RENEWAL CRITERIA

Evidence of Meeting Charter Renewal Standards Pursuant to Education Code Section 47607(b) and the California Code of Regulations, Title 5, Section 11966.4(a)(1)

Education Code Section 47607(b) requires that a charter school must meet at least one of the following renewal criteria prior to receiving a charter renewal:

- (1) Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years, both school wide and for all groups of pupils served by the charter school.
- (2) Ranked in Deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.
- (3) Ranked in Deciles 4 to 10 inclusive, on the API for a demographically comparable school in the prior year or in two of the last three years.
- (4) The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.
- (5) Has qualified for an alternative accountability system pursuant to subdivision (g) of Education Code Section 52052.

The Charter School meets the criteria of Section 47607(b)(2) because it ranked in decile 8 on the API in the most recent year rankings were calculated (2013).

As indicated below with 2016 California Assessment of Student Performance and Progress ("CAASPP") comparison data, the Charter School meets the criteria of Education Code Section 47607(b)(4). (See also Appendix A: CDE Dataguest/CAASPP Reports.)

COMPARISON TO PUBLIC SCHOOLS THAT CHARTER SCHOOL PUPILS WOULD OTHERISE ATTEND

COMPARISON ELEMENTARY SCHOOLS PERCENTAGE					
OF STUDENTS MEETING/EXCEEDING STANDARDS					
2016 CAASPP RESULTS:					
	ELA	MATH			
Stephen W. Hawking I	50%	45%			
Lauderbach	49%	36%			
Montgomery	36%	30%			
Castle Park	51%	37%			
Loma Verde	51%	40%			
Hilltop Drive	65%	56%			
Vista Square	41%	25%			
Juarez-Lincoln	49%	26%			
Rice	47%	35%			

COLADA DICONA EL ENADA EN TADOS COLADO DE DEDCENITA

	DEMOGRAPHICS OF NEIGHBORING SCHOOLS							
SCHOOL	GRADES	% FRL	%ELL	%AFR-AMER	% ASIAN	% FILIIPINO	% HISPANIC	% WHITE
Stephen W. Hawking I	K-6	75.0%	50.8%	1.3%	0.0%	0.8%	88.3%	6.1%
Lauderbach	K-6	85.1%	70.7%	1.6%	0.2%	1.5%	92.7%	2.2%
Montgomery	K-6	91.6%	74.3%	0.6%	0.6%	0.9%	94.6%	2.7%
Castle Park	K-6	90.1%	47.4%	1.9%	0.7%	2.6%	88.4%	5.4%
Loma Verde	K-6	81.5%	59.2%	2.1%	0.2%	6.1%	85.9%	3.4%
Hilltop Drive	K-6	70.3%	28.2%	1.8%	0.4%	1.2%	84.0%	9.9%
Vista Square	K-6	84.8%	52.1%	2.8%	0.5%	2.0%	87.1%	6.8%
Juarez-Lincoln	K-6	69.9%	53.1%	4.8%	1.6%	6.7%	80.5%	2.5%
Rice	K-6	82.2%	53.4%	2.5%	1.3%	2.9%	83.8%	8.3%
Stephen W. Hawking II	K-6	83.0%	68.9%	0.6%	0.0%	0.6%	96.5%	1.2%

34%

32%

# Use of Alternative Measures & Increases in Pupil Academic Achievement Pursuant to Education Code Section 52052(e)(4) and Education Code Section 47607(a)(3)

Assembly Bill 484 amended Education Code sections 52052(e)(2)(F) and 52052(e)(4) to allow schools that do not have an API calculated to use one of the following criteria to meet legislative and/or programmatic requirements:

- The most recent API calculation;
- An average of the three most recent annual API calculations; or

Stephen W. Hawking II

Alternative measures that show increases in pupil academic achievement for all groups of pupils school-wide and among significant groups.

As indicated below with 2015 and 2016 CAASPP data, the Charter School meets the charter renewal criteria established in Education Code Section 47607(b) by utilizing alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among significant groups, as allowed by Education Code Section 52052(e)(4)(C).

Additionally, Education Code Section 47607(a)(3) requires the authorizer to consider increases in pupil academic achievement for all groups of pupils served by the charter school (defined as numerically significant pupil subgroups) as the most important factor in determining whether to grant a charter renewal.

## CHARTER SCHOOL PERFORMANCE: CAASPP RESULTS

The following charts provide a comparison between 2015 and 2016 CAASPP School-wide Results for ELA disaggregated by subgroup; and performance level.

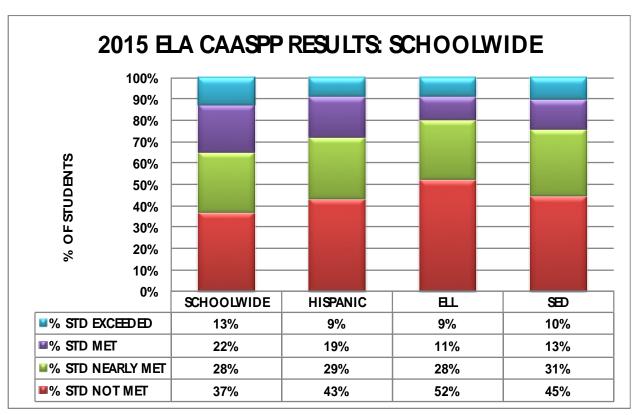
- School-wide: Increased from 35% in 2015; to 50% in 2016
- Hispanic subgroup: Increased from 28% in 2015; to 48% in 2016
- EL subgroup: Increased from 20% in 2015; to 38% in 2016
- Socioeconomically Disadvantaged: Increased from 23% in 2015; to 44% in 2016

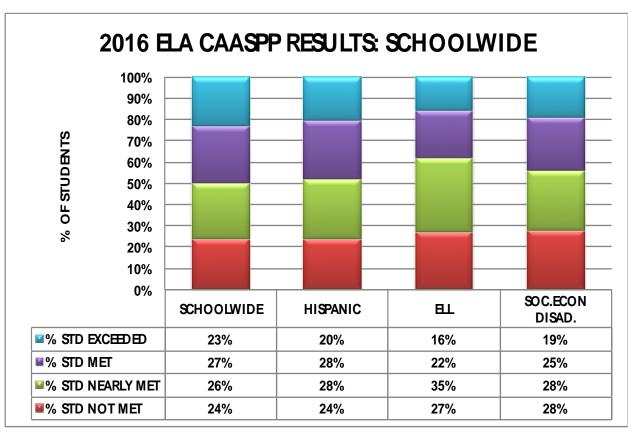
2015 vs. 2016 ELA CAASPP: PERCENTAGE OF STUDENTS MEETING/EXCEEDING STANDARDS				
2015 2016 % CHANGE				
ALL STUDENTS	35%	50%	+15%	
HISPANIC	28%	48%	+20%	
ELL	20%	38%	+18%	
SOC ECON DISADV.	23%	44%	+21%	

The following charts provide a comparison between 2015 and 2016 CAASPP School-wide Results for ELA disaggregated by subgroup; and performance level.

- School-wide: Increased from 40% in 2015; to 45% in 2016
- Hispanic subgroup: Increased from 33% in 2015; to 42% in 2016
- EL subgroup: Increased from 26% in 2015; to 35% in 2016
- Socioeconomically Disadvantaged: Increased from 32% in 2015; to 38% in 2016

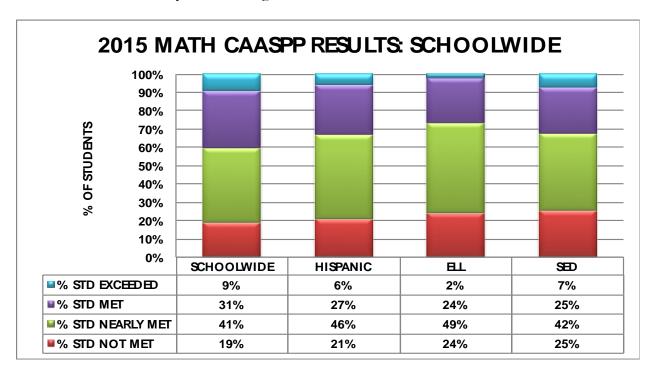
2015 vs. 2015 MATH CAASPP: PERCENTAGE OF STUDENTS MEETING/EXCEEDING STANDARDS					
2015 2016 % CHANGE					
ALL STUDENTS	40%	45%	+5%		
HISPANIC	33%	42%	+9%		
ELL	26%	35%	+9%		
SOC ECON DISADV.	32%	38%	+6%		

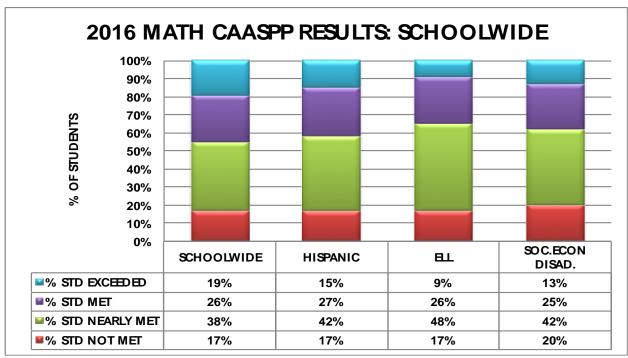




The following charts provide a comparison between 2015 and 2016 CAASPP School-wide Results for Math disaggregated by subgroup; and performance level.

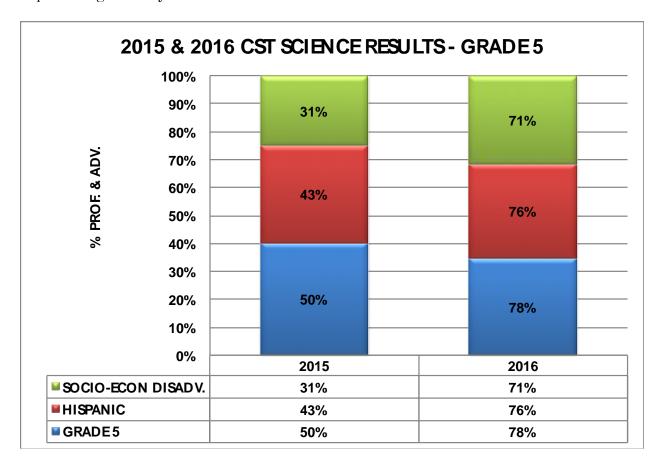
- School-wide: Increased from 40% in 2015; to 45% in 2016
- Hispanic subgroup: Increased from 33% in 2015; to 42% in 2016
- EL subgroup: Increased from 26% in 2015; to 35% in 2016
- Socioeconomically Disadvantaged: Increased from 32% in 2015; to 38% in 2016





CST SCIENCE RESULTS

The following chart illustrates the 5<sup>th</sup> grade student performance on the CST Science assessment for both 2015 and 2016, further disaggregated by subgroup. All subgroups improved significantly.



#### INTERNAL ASSESSMENTS

The Charter School uses internal formative and summative assessments to direct instruction in all subject areas. However, in state tested subjects of Math and English Language Arts, the Charter School uses Summative and Computer Adaptive assessment programs: Achieve 3000 for reading; and Renaissance Learning (Star Math) for Mathematics.

These programs provide our instructors with critical data that gauges how students are performing and progressing in reading and mathematics; and provides students with exposure to an online testing platform similar to CAASPP testing.

Stephen W. Hawking Charter School uses web-based supplemental programs and assessment in order to provide our teachers with 'real-time' data that will drive instructional decisionmaking; identifying student strengths, and learning gaps. Findings from these assessments guide our teachers in identifying which targeted intervention program best meets the academic needs of each student: including planning for guided reading and guided math instruction; further scaffolding of instruction, use of additional instructional materials; targeted small group instruction; and identify what students are ready to learn.

#### **ACHIEVE 3000**

Achieve3000 is a web-based program used daily by all students that provides differentiated instruction in an adaptive content system that integrates ongoing assessment, engaging nonfiction content and robust scaffolds; and linguistic supports for struggling students and English Language Learners. This program accelerates learning gains and empowers all students to build critical literacy skills needed for College and Career Readiness. With Achieve 3000, our students build reading stamina through close reading of rigorous informational text with targeted scaffolding.

Achieve 3000's Level Set Assessment establishes a baseline Lexile level for each student and provides differentiated, tailored text, through ongoing assessments and adaptive content. It also includes a College and Career Readiness (CCR) report that forecasts student preparedness and adjusts those forecasts automatically when a student's Lexile® level increases to guide instruction that aligns with each student's needs.

#### RENAISSANCE LEARNING - STAR MATH

Renaissance Star Math assessment is a web-based computer adaptive assessment that provides teachers with various types of reports including: domain mastery by grade level; a standardsmastery report within the domain; and individual student level of mastery report; that identifies each student's strengths, learning gaps; and what students are ready to learn. Our goal is for students to take ownership of their learning and develop their own growth targets that exceed those identified by STAR Math.

In Fall 2016, our school adopted Eureka math curriculum, which is being used in conjunction with STAR Math as an assessment tool; and STAR 360 as supplemental curriculum. Annually our Principal, in collaboration with all teachers assesses the quality, content and rigor of the adopted curriculum, supplemental curriculum and assessments. As such we will re-assess whether to continue with STAR Math assessments, since we plan to implement the Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP) assessments starting Fall 2017 for reading, language, science and mathematics.

#### CAASPP SCALE SCORES: COMPARISON WITH LOCAL SCHOOLS

The State Board of Education (SBE) has identified the use of scale scores as an accurate method to measure progress on CAASPP rather than focusing on the percentage of students who have met and/or exceeded standards and will serve as the academic indicator on the LCFF Evaluation Rubrics. That method of comparison is not a true indicator of progress over time, since CAASPP results have different ranges for scale scores and it is a computer adaptive test; which differs tremendously from the former CST/STAR test, a criterion-referenced test.

Scale scores are an important measure on the California Assessment of Student Performance and Progress (CAASPP). Student achievement performance levels are assigned on the basis of scale scores. Scale scores are the basic units of reporting. These scores fall along a continuous vertical scale that increases across grade levels. When aggregated these scores also describe school and district-level changes in performance on the CAAASPP and can measure gaps in achievement among different groups of students and it provides a common reference when

using longitudinal reports in order to make year-to-year comparisons and assess growth and needs.

The CAASPP assessments were scaled vertically, which means that scores for certain questions that were common between adjacent grades were linked. This makes it possible to monitor students" year-to-year progress in assimilating the Common Core State Standards (CCSS) and to describe student progress over time across grade levels. Scale scores offer a more precise way to determine students' performance on the CAASPP assessments than achievement levels because each level is based on a range of numbers, rather than an individual number as in a scale score. Scale score ranges are listed in the charts above for ELA and Math. The scale score allows for meaningful comparisons between individual students and group comparisons between schools, and LEA's across grade levels with the same content area.

In 2015, the California Department of Education (CDE) approved the implementation of the California Assessment of Student Performance and Progress (CAASPP) in ELA and Math for grades 3-8 and 11.

The following charts provide a comparison of student performance in grades 3-6 on the CAASPP using Scale Scores from 2015 and 2016 and further disaggregated by numerically significant subgroup. For the change column, those noted in red denote a decline in grade level performance, while green represents an improvement. Also, those denoted by an asterisk are subgroups that had 10 or fewer students tested, therefore a scale score was not reported.

GRADE 3 CAASPP SCALE SCORES COMPARISON						
		ELA		MATH		
	2015	2016	CHG (+/-)	2015	2016	CHG (+/-)
GRADE 3	2366.6	2450.9	84.3	2412.1	2443.4	31.3
HISPANIC	2356.2	2448.4	92.2	2405.3	2440.2	34.9
EL	2342.4	2439.9	97.5	2399.3	2427.7	28.4
SOC ECON. DISADV	2359.4	2444	84.6	2407.5	2434.8	27.3

GRADE 4 CAASPP SCALE SCORES COMPARISON						
	ELA			MATH		
	2015 2016 CHG (+/-)			2015	2016	CHG (+/-)
GRADE 4	2476.3	2419.9	-56.4	2513.5	2448.6	-64.9
HISPANIC	2467.8	2415.5	-52.3	2505.4	2444.7	-60.7
EL	*	2411.9	*	*	2442.3	*
SOC ECON. DISADV	2467.5	2410.1	-57.4	2503.9	2442.3	-61.6

As a result of the decline in performance of the grade 4 cohort as evidenced in the 2016 CAASPP results for ELA and mathematics, our school has made the following modifications for our currently enrolled fifth grade students:

Shifted to a daily 2 hour ELA block of instruction & 2 hour math block of instruction that includes heterogeneous and homogeneous small group targeted instruction; and daily use of formative assessments (entrance/exit slips) to check for understanding

- Hired 2 instructional assistants that collaborate with the classroom teacher and provide additional academic support; while the credentialed teacher works closely with the identified lowest performing group of students
- Teachers have received additional professional development on math instruction
- As a grade level: SMART goals were developed that are reviewed and monitored on a monthly basis
- Additional use of Achieve 3000 for reading support; and monitor monthly progress
- Monthly Star Math Assessments to monitor individual student growth

In the 2014-15 school year, Stephen W. Hawking Charter School served grades K-5; and in 2015-16 school year expanded to serve grades TK-6. Therefore, there are no CAASPP results for grade 6 in 2015.

GRADE 5 CAASPP SCALE SCORES COMPARISON						
	ELA			MATH		
	2015 2016 CHG (+/-)			2015	2016	CHG (+/-)
GRADE 5	2494.8	2527.3	32.5	2486.7	2556.7	70
HISPANIC	2484.1	2522.4	38.3	2472.4	2547.3	74.9
EL	*	*		*	*	
SOC ECON. DISADV	2468.7	2518.1	49.4	2464.6	2538.2	73.6

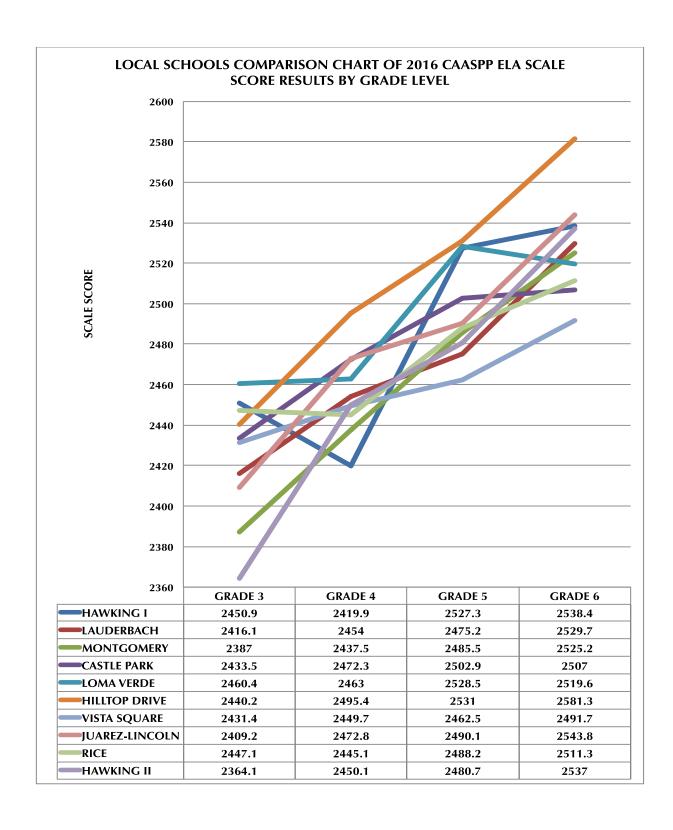
GRADE 6 CAASPP SCALE SCORES COMPARISON						
		ELA		MATH		
	2015	2016	CHG (+/-)	2015	2016	CHG (+/-)
GRADE 6	N/A	2538.4		N/A	2530	
HISPANIC	N/A	2527.5		N/A	2520.7	
EL	N/A	*		N/A	*	
SOC ECON. DISADV	N/A	2505.1		N/A	2507.8	

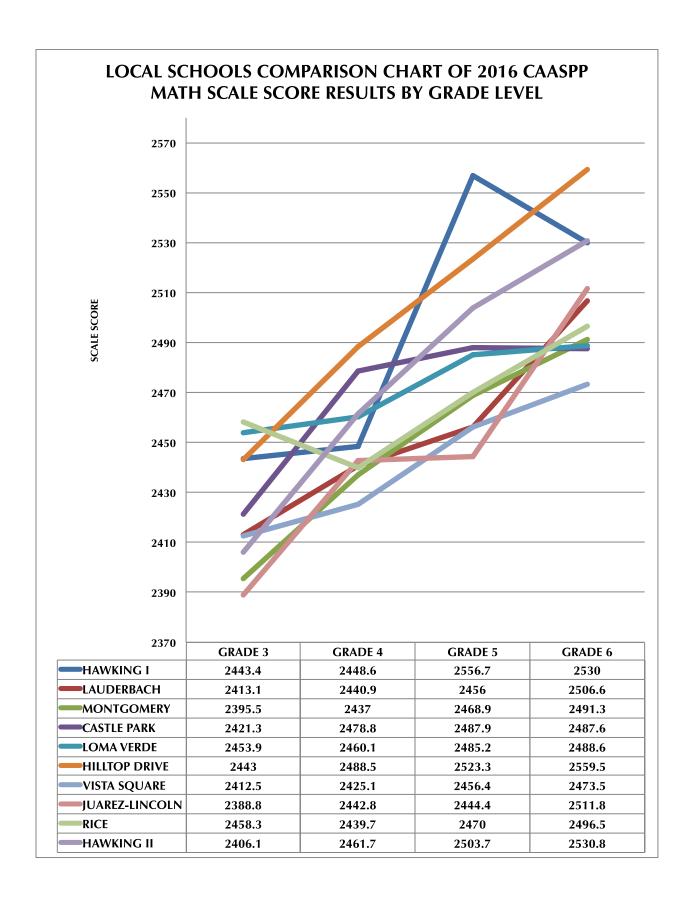
The following charts represent the cut scores for ELA and Mathematics by grade level and academic performance on the CAASPP established by the CDE/SBE.

CAASPP ELA	STD NOT MET	STD NEARLY MET	STD MET	STD EXCEEDED	MAX
Grade 3	2114	2367	2432	2490	2623
Grade 4	2131	2416	2473	2533	2663
Grade 5	2201	2442	2502	2582	2701
Grade 6	2210	2457	2531	2618	2724
Grade 7	2258	2479	2552	2649	2745
Grade 8	2288	2487	2567	2668	2769
Grade 11	2299	2493	2583	2682	2795

CAASPP MATH	STD NOT MET	STD NEARLY MET	STD MET	STD EXCEEDED	MAX
Grade 3	2189	2381	2436	2501	2621
Grade 4	2204	2411	2485	2549	2659
Grade 5	2219	2455	2528	2579	2700
Grade 6	2235	2473	2552	2610	2748
Grade 7	2250	2484	2567	2635	2778
Grade 8	2265	2504	2586	2653	2802
Grade 11	2280	2543	2628	2718	2862

The following charts compare grade 3-6 CAASPP Scale Scores from 2015 to 2016 and by local neighboring elementary schools. For Stephen W. Hawking Charter School, there have been significant gains from 2015 (baseline) to 2016 in student performance.





# ENGLISH LEARNER RECLASSIFICATION RATES

The following chart illustrates the annual reclassification rates for EL. Stephen W. Hawking Charter School has recently revised their Reclassification criterion that uses CAASPP assessment results as a factor. The reclassification criteria include a comprehensive review of assessments, student work, teacher feedback and parent input.

RECLASSIFICATION RATES				
TOTAL # PERCENTAGE				
2014-15	3	1%		
2015-16	20	10%		

## AVERAGE DAILY ATTENDANCE

The following chart illustrates the Average Daily Attendance (ADA) for the past four years. The Principal closely monitors attendance reports on a daily and weekly basis. Parents are contacted when students are absent in order to address the reason for the absence; and prevent truancy. Stephen W. Hawking has also implemented school-wide attendance initiatives to maintain high attendance rates that average 96-97%.

	TOTAL ADA
2013-14	91%
2014-15	97%
2015-16	96%
2016-17	97%

# SUSPENSION & EXPULSION RATES

The following chart provides an overview of the suspension and expulsion rates for the past 4 years. Our charter school has effectively implemented the HBOT character traits program that encompasses key elements of mindfulness. This program has promoted a school-wide 'Culture of Learning,' and 'Culture of Respect,' that are exuded by both students and adults. A positive school climate is instrumental in engaging students, ensuring positive behavior, and in providing an environment that is conducive to learning.

	SUSPENSION	<b>EXPULSION</b>
	RATE %	RATE %
2013-14	0.8%	0%
2014-15	2.6%	0%
2015-16	0.9%	0%
2016-17	1.0%	0%

#### OTHER RELEVANT DATA

Stephen W. Hawking has implemented a data-driven culture school-wide where the Principal and Interventionist meets with teachers in grade level teams to review, disaggregate and analyze student achievement data from local and state mandated assessments on a bi-weekly basis. On a monthly basis, the Principal, and interventionist present school-wide and grade level data to teacher during staff development meetings to further review student achievement data and identify which students require intervention and/or referral to the Student Success Team (SST).

The SST process provides the platform whereby students, parents, teachers and administration collaborate to develop goals and identify appropriate interventions to be provided. As a result, students have a voice and take ownership of their learning in developing academic goals.

At Stephen W. Hawking Charter School, academic intervention and social enrichment programs are structured based on identified student needs. This process allows teachers to focus on creating meaningful curriculum that addresses student academic, social and emotional needs with the course content.

# PHYSICAL FITNESS TEST (PFT)

In 2015, Stephen W. Hawking Charter School launched a campaign to inspire students to learn about the benefits of physical health and athletics in addition to the arts. As a result, the "A" in STEAM stands for "athletics and the arts." The 5th grade math teacher and physical education teacher designed a math project to track student Fitnessgram data and goal setting, and illustrated this with graphs. Our parent volunteers served as examiners and motivators while community members donated materials and their time. The campaign was successful as illustrated in our 2016 Fitnessgram results.

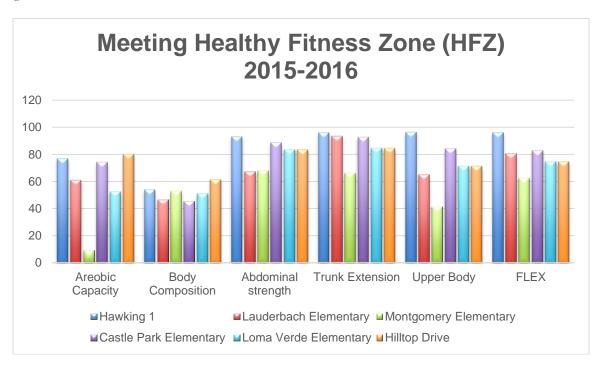
In addition, our school plans to host a Health Fair that includes health screenings, and information on health and fitness open to the public at no cost, as part of our continuous campaign on physical fitness.

The following bar graph and chart illustrate Stephen W. Hawking Charter School's grade 5 performance on the 2016 Physical Fitness Test (PFT) in the six areas tested; compared with those results of the following schools:

- Lauderbach Elementary
- Castle Park Elementary
- Loma Verde Elementary
- Hilltop Drive
- Montgomery Elementary

Although our students outperformed these local schools in all areas, we have identified 'body composition,' as an area for growth. As a result, this year, our credentialed physical fitness teacher has made modifications to the curriculum; our school has started a grade 5 soccer team that includes conditioning skills, where students increase muscle mass while burning fat; and our entire campus has contracted meal services through Revolution Foods that provides healthy, organic meals; that contain no transfats; and no preservatives. In addition, the sale of junk food, or soda on campus is prohibited. Our school has partnered with Youth to the Core

that provides our students with lessons on nutrition, health and physical fitness starting with grade 2.



	H1	LM	ME	CPE	LVE	HD
Aerobic Capacity	76.9	60.9	9.4	74.3	52.5	80.2
<b>Body Composition</b>	53.8	46.7	52.8	45.7	50.8	61.5
Abdominal strength	93.3	67.4	67.9	88.6	83.6	83.5
Trunk Extension	96.2	93.5	66	92.9	84.6	84.6
Upper Body	96.3	65.2	41.5	84.3	71.4	71.4
FLEX	96.2	80.4	62.3	82.9	74.7	74.7

# ACCOMPLISHMENTS FROM THE LAST CHARTER TERM

The following is a list of accomplishments that support our charter school's mission and vision:

- 1. In the first year of operation, the local news featured Stephen W. Hawking Charter School as one of the first Science, Technology, Engineering, Arts/Athletics, and Mathematics ("STEAM") focused Charter Schools serving the South Bay community.
- 2. In 2012, the San Diego Marine Group donated equipment to launch our first soccer
- 3. The San Diego Center for World Music provided our charter school with a grant that funded music instruction specifically on how to play the Tabla, an Indian drum, and incorporating math standards to music instruction. As a result of this program, our Charter School was recently featured in a documentary discussing the impact of music in primary education.

- 4. In 2014, Teacher Created Materials (TCM) awarded Stephen W. Hawking Charter School with the following educational materials: a complete Phonics curriculum; an online library containing over 250 books; guided reading libraries; and arts integrated teachers' guides currently used for Science learning centers.
- 5. Achieve 3000, awarded our school a one-year free subscription to pilot Smarty Ants, a phonics based program for grades TK-2.
- 6. Our school's sound system was upgraded as a result of a generous grant.
- 7. Our school has partnered with Urban Corps of San Diego County who provides recycling services and guest speakers who discuss the impact of preservation and conservation with our students.
- 8. Our school has developed a partnership with the Sierra Club who provides Inspiring Connections Outdoors ("ICO") activities for our students. These outdoor activities include backpacking, camping, canoeing, skiing, sledding, rafting, and hiking. The program promotes a deep appreciation for and the protection of the natural environment for our students through their participation in outdoor adventures and environmental education.
- 9. Our school hosts field trips for students to participate in the following activities: golfing, bowling, cycling, and swimming.
- 10. The Maldonado Family Foundation donated supplies (soil, seeds, composting supplies) and training to launch the Stewards of the Land ("SOL") Workers.
- 11. There has been a 100% parent attendance at both the school-wide Expos (Presentations of Learning), and the Student Led Conferences ("SLC").
- 12. Since 2012, the Charter School has successfully launched 10 Expos with over 800 parents and family members in attendance.
- 13. Our students have led numerous canned food drives, resulting in over 500 pounds donated to the community. In addition, our students/families have donated over 1,000 toys to Toys for Tots as part of the Christmas drive.
- 14. Our staff and students have participated in run/walk competitions that support various health initiatives and non-profit organizations.
- 15. Our school's staff retention rate has maintained at 90% since 2012.

## STEAM-BASED PROGRAM ADOPTION

As a STEAM-based educational program, Stephen W. Hawking strives to integrate the "arts" across all disciplines. Our teachers have received extensive professional development on both arts and technology-based integration to ensure teachers utilize and expose our students to technology-based tools as part of their learning experience and platform. In addition, for our students to be successful, our school implemented a rigorous and Common Core aligned literacy and math program, The following chart provides a list of the web and non-web based curriculum and supplemental curriculum that have been adopted school-wide.

Curriculum Grade Level Description
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Smarty Ants	TK-2	A computer adaptive program that focuses on phonics development.
Little Bits Robotics	TK-2	Engineering: This program provides students with a basic understanding of robotics and engineering concepts.
RazKids	TK-2	Provides students with an online library of books, in order to foster the love of reading. We strongly encourage students/families to also use this program at home.
Mystery Science	TK-2	This is a hands-on web-based science and engineering program aligned to the Next Generation Science Standards (NGSS).  The program provides videos for streaming that students can access based on their level of understanding.
Brain Pop & Brain Pop Jr.	ТК-3	Provides access to online streaming of 1,000 short animated movies for students in grades K-12 (ages 6 to 17), that include quizzes and supplemental guides covering all STEAM disciplines.
Khan Academy	3-6	An online program where students can access videos across most disciplines. Our high achieving and low-achieving students access these videos for reteaching or advance to the next level in math.
TCI Science	3-6	An online program that provides teachers with tools, resources and science curriculum that is engaging and aligns to the NGSS.
Achieve 3000	3-6	Achieve3000 is a web-based program used daily by all students that provides differentiated instruction in an adaptive content system that integrates ongoing assessment, engaging nonfiction content and robust scaffolds; and linguistic supports for struggling students and English Language Learners.
Center for World Music	TK-6	Teaching Artists/musicians who have a deep understanding of world music. They serve as teaching assistants at our school.
Music IQ	TK-6	An online music program used by students who are learning to play the piano.

STEAM Lab	TK-6	A lab where students are engaged in STEAM activity rotations every 20 minutes.
Eureka Math	TK-6	Also known as EngageNY— Eureka Math was designed specifically for the Common Core Standards in mind. It provides TK-12 curriculum that sequences mathematical progressions into modules.
Renaissance Learning	TK-6	A computer adaptive math benchmark assessment used to provide teachers with snapshots on student learning; and provides students with individual lessons at their pace. It is an online blended learning tool used by teachers.
Gadgets and Gizmos	TK-6	An engineering curriculum organization that provides hands-on engineering experiences to our students each week.

#### **ELEMENT 1: EDUCATIONAL PROGRAM**

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

The 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 these goals. Education Code Section 47605(b)(5)(A)(ii).

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

#### **MISSION**

Stephen W. Hawking Charter School prepares students for college and career readiness through an integrated Project-based STEAM curriculum that includes social emotional awareness.

# **VISION**

Stephen W. Hawking Charter School's vision is to ensure that Transitional Kindergarten through grade 12 students are engaged in discovery, exploration, and problem-solving through rigorous Project Based Learning activities, aligned to the Common Core State Standards ("CCSS") and the Next Generation Science Standards ("NGSS") that are STEAM-based. We strive to develop our students' academic, social, and emotional knowledge so they may engage in public discussions, presentations and pursue STEAM-focused careers.

# SCHOOL CULTURE

Our school culture is outlined by our Community Commitments, represented by the letters "H-BOTS." H-BOTS is a symbol of an entity that can be transformed into anything one's imagination desires. The acronym stands for:

- H: Be Healthy (mind, body and spirit)
- B: Be Your Best (never give up, value the discipline to reach your goals)
- O: Be Open-minded (think outside of the box)
- T: Be Terrific (character traits represented by consonants: trustworthy, responsible, respectful, fair, compassionate and caring)
- S: Learn through STEAM

#### COMMUNITY NEED FOR THE CHARTER SCHOOL

Stephen W. Hawking Charter School was established in 2012 as the first STEAM public school serving the South Bay. Currently, our charter school serves 437 students in grades TK-6 and within 5 years will serve a total of 1,175 students in grades TK-10 by Fall 2021 (the term of this 5-year charter petition). Stephen W. Hawking Charter School provides all students with an innovative and rigorous STEAM educational program. Our mission is to prepare our students for college and career readiness through an integrated Project-based STEAM curriculum that includes social emotional awareness.

## STUDENT POPULATION SERVED "OUR STUDENTS"

Stephen W. Hawking Charter School serves a student population reflective of the general population residing in the territorial jurisdiction of the District. It includes:

- 90% Hispanic
- 3% White
- 2% Asian
- 2% African-American
- 3% 2+ Races
- 75% Free/Reduced Lunch
- 50% English Language Learners
- 4% Students with Disabilities

Stephen W. Hawking Charter School has implemented the following programs to provide educational equity and support for students and their families served:

- An academic tutoring program that takes place before & after-school
- Access to the Computer Lab for upper grade students who do not have access to internet at-home to complete homework
- Onsite parent room that has computers with access to the internet for parent use
- After school program focused on athletics and team building
- 1:1 Student to computer ratio in grades 2-6
- Provide families with information on reduced-price internet service for home use, via Cox Cable

#### PROJECTED ENROLLMENT

The following chart illustrates our charter school's five-year projected enrollment and grade expansion. Stephen W. Hawking Charter School will serve grades TK-10 by fall 2021; and will reach maximum enrollment of 1,350 students in grades TK-12 by fall 2023. The following chart illustrates the 5-year projected enrollment by grade level. Starting with the 2017-18 school year, our charter school will gradually increase by one classroom starting with Kindergarten and will again continue to do so the following school year in fall 2018, in order to serve 100 students per grade level.

	5-YEAR PROJECTED ENROLLMENT														
	TK	K	GR 1	GR 2	GR 3	GR 4	GR 5	GR 6	<b>GR</b> 7	GR 8	GR 9	GR 10	GR 11	GR 12	TOTAL
2017-18	25	75	75	75	75	75	75	60	0	0	0	0	0	0	535
2018-19	50	100	100	100	100	100	100	100	75	0	0	0	0	0	825
2019-20	75	100	100	100	100	100	100	100	100	75	0	0	0	0	950
2020-21	100	100	100	100	100	100	100	100	100	100	75	0	0	0	1075
2021-22	100	100	100	100	100	100	100	100	100	100	100	75	0	0	1175

In accordance with Education Code Section 47605(a)(6), the Charter School is proposing to serve students in all of the grade levels served by the District. Per the enrollment projections listed above, Stephen W. Hawking Charter School will not be expanding into middle and high school in the 2017-2018 school year. Due to facility limitations, the Charter School feels that it will not be able to launch its first middle school classrooms successfully and with fidelity to the educational program described herein. Therefore, once Stephen W. Hawking Charter School's new facility is completed (currently anticipated to be summer of 2018), the Charter School will expand to serve students in middle and high school grades.

As Hawking transitions to serve middle and high school grades, it will hire appropriately credentialed staff with expertise in these areas. Currently, we are researching high quality middle and high school STEAM programs as we continue to plan and develop our contiguous K-12 model to best serve the academic needs of our students, based on data collected from our currently enrolled students. We will therefore implement an educational program built upon this longitudinal data.

# STUDENT LEARNER OUTCOMES

The Student Learner Outcomes (SLO) are measurable school-wide goals that every student is expected to achieve upon graduation from Stephen W. Hawking Charter School. Our SLO's are embedded in our curriculum, instructional practice, core values and daily culture schoolwide.

# Stephen W. Hawking Charter School graduates will be: Critical Thinkers who:

- ♣ Apply, analyze, identify, synthesize and evaluate information and experiences.
- Connect the skills and content learned across the curriculum and evaluate multiple points of view.
- ♣ Use the Inquiry Process to address a problem, hypothesize, analyze, and draw conclusions as they investigate an issue/problem.
- Collaborate and Participate in Experiential Learning and utilize problem-solving techniques

## Effective Communicators who:

- Demonstrate Content area and grade level mastery in Reading, Writing, Mathematics, History and Science
- Collaborate, work effectively, and manage interpersonal relationships with peers.
- ♣ Participate in projects, presentations, Expos, and host exhibitions, which connect students to the 'real world' and the community.

Utilize problem-solving techniques for conflict resolution and to compromise

# 21st Century Scholars who:

- ♣ Use technology effectively as a learning tool to access information.
- Demonstrate the ability to integrate technology as an effective tool in their daily lives.
- Use Visual and Performing Arts as learning tools and a means of expression.
- Have a clear understanding and will meet UC A-G eligibility requirements

# Socially Responsible Global Citizens who:

- Embrace and respect cultural diversity through the understanding of our Global World.
- 🖶 Demonstrate knowledge and understanding of American and World History and the values of different cultures (through a multi-cultural curriculum)
- Contribute to the improvement of life at their school and local community through leadership skills and participation in annual Community projects.

#### WHAT IT MEANS TO BE AN EDUCATED PERSON IN THE 21<sup>ST</sup> CENTURY

An educated person in the 21st Century must possess a diverse set of characteristics and skills in order to function in a global society. An educated person requires advanced levels of literacy and mathematical skills to thrive under the rigors of post-secondary challenges, and successfully navigate both their personal and professional lives. They require strong critical thinking skills to evaluate and synthesize the abundance of available information. Adolescents entering the adult world in the 21st Century require a firm grasp of technology through regular exposure and access to computers and technological tools. The educated person must possess a strong command of the emotional intelligences in order to communicate effectively, work well in teams with people of diverse backgrounds, and collectively solve problems. They must possess the capacity to draw upon their educational and experiential background to make decisions reflect those of a socially responsible global citizen.

Stephen W. Hawking Charter School will lead our students to become 21st century educated citizens. A Hawking graduate will be a person who possesses the following skills:

- Understands the core academic content at much higher levels than basic competency.
- Is adept at utilizing information technologies and communication technologies.
- Examines issues from multiple perspectives.
- Is respectful of themselves, others, and the environment.
- Takes responsibility for their behavior and the effect of their actions towards others and the environment.
- Assesses and solves problems both independently and collaboratively.
- Reflects on their own work and the work of their peers in a constructive manner.
- Understands the skills of democratic participation such as mediation and conflict resolution, leadership, consensus building, speaking and listening skills and collaboration.
- Communicates effectively in their ability to articulate written and spoken ideas clearly and confidently in more than one language.
- Holds a sense of personal commitment to action and service.

Is a self-directed, self-knowledgeable, and active participant in their communities, in life, and become lifelong learners.

Additionally, a 21st century educated person is resourceful and flexible to the changing demands of the job market

Stephen W. Hawking Charter School will instill in every student the thirst for knowledge by making substantive connections between classroom instruction and real-world applications. For our students this is accomplished daily through project based learning, mastery in digital technology that incorporate STEAM-based learning experiences.

Together as a community, Stephen W. Hawking Charter School teachers, students and parents transform the status quo into an educational opportunity that provides a learning environment that requires students to critical think and be creative, necessary skills to survive and succeed in the 21st century.

The goal at Stephen W. Hawking Charter School is to instill, tenacity, grit, and courage in every student so they will persevere and excel. We believe that providing a high quality and rigorous STEAM educational program to an underrepresented community will serve to transform the community and prepare our students to lead in the 21st century.

Stephen W. Hawking Charter School is distinguished by the following unique characteristics in creating a curriculum committed to 21st Century Learning Skills:

- The belief in a strongly articulated TK-12 continuous educational program that combines project based learning, with a STEAM-based educational program.
- Provide hands-on engaging and authentic learning experiences for students that are age appropriate and content relevant.
- Every classroom provides students with an environment of discovery, exploration, project building, collaborating and problem solving as part of daily instruction.
- All literacy and math curriculum is web-based, accessible to students at school and home.
- Course content and skills are taught using an interdisciplinary/cross-curricular approach for hands on learning to connect learning to real world challenges and possibilities.
- By developing students emotionally, socially and academically, the Charter School is confident that students will be prepared to engage in public discussions, presentations, and pursue post-secondary education.

## INNOVATIVE FEATURES OF THE STEAM EDUCATIONAL PROGRAM

Stephen W. Hawking Charter School serves as an educational laboratory to students in grades TK-12, through a rigorous and enriching STEAM educational program that incorporates

Science across all subjects, in a Project-based Learning environment, that differs from the traditional public school instructional setting.

Science is beautiful when it makes simple explanations of phenomena or connections between different observations. Examples include the double helix in biology and the fundamental equations of physics. ~ Stephen W. Hawking

Scientists have become the bearers of the torch of discovery in our quest for knowledge. ~ Stephen W. Hawking

- SCIENCE: Our Next Generation Science Standards ("NGSS") Science curriculum provides our students with hands-on exploration including a realia-based language acquisition program; that builds on a student's natural curiosity. Our charter school has adopted Seeds of Science, TCI Science, and KnowAtom as our NGSS core curriculum, and these have been budgeted for each classroom to ensure that students have access to science-enriched curriculum and instructional materials needed throughout the year.
- **TECHNOLOGY:** Starting with kindergarten, our charter school has implemented a one-to-one student to device ratio. Students in kindergarten through second grade use iPads to facilitate their learning; and students in grades three and above use netbooks. In addition, we maintain additional technological devices so that students can use and become familiar with different technology platforms, including Mac and Microsoft Windows operating systems. Our blended model includes the use of programs such as Khan Academy, Zearn Mathematics, Learning A to Z, Brain Pop, and various teacher selected iPad and Google applications that extend learning beyond the classroom. In addition, our students are learning to Code using the Codeable application along with Khan Academy. The main arguments behind the push for students to learn to code usually center on preparing students for future jobs. There is a skill shortage in the computer science industry, which determines skilled job seekers can walk into lucrative contracts. This trend is predicted to rise. The other aspect to the usual argument is that even students who do not work in the technology industry will also benefit throughout their life and careers by learning computer science, as all industries now involve some component of programming.
- **ENGINEERING:** Engineering is embedded in the NGSS standards and in our adopted science curriculum. Teachers and students have access to an abundance of building materials that can be used with the various engineering state standards. In addition, our charter school has partnered with International Bridge Technologies, Inc., a civil engineering company in San Diego that has volunteered to present to our students about what engineering is and its applicability in the 'real-world.'
- **THE ARTS:** The arts are integrated throughout the day across all subjects. It is most evident in our bi-annual expos where students display their artwork, and parents and members of the community attend the event. Students' innate levels of creativity are heightened by the expectation that they must deliver high quality products for the expos and individual student-led conferences.

Students at all grade levels receive an hour of music instruction weekly. Music Instruction includes learning about the great composers from the past, and about contemporary music. The music classroom is equipped with various instruments including a piano, one-to-one electronic keyboards, percussion instruments from all over the world, and recorders. The music course highlights key vocabulary, presents a composer of the month, along with an open microphone area for students who are inspired to sing. Our music class comes alive with the server-based music appreciation and keyboarding curriculum, MusIQ.

In addition to courses in music, Stephen W. Hawking Charter School supports students in developing their public performance skills. Students in grades three through six are encouraged to join the Charter School's Choir, which meets weekly and performs regularly for the community. Our students also audition and participate in the annual talent show.

MATH: Stephen W. Hawking Charter School students think like mathematicians. The math curriculum is aligned with the Common Core State Standards, which emphasize deeper learning, critical thinking, and conceptual understanding. Students develop numeracy skills, mathematical fluency, analytical thinking skills, and the ability to clearly communicate their mathematical reasoning both orally and in writing. The curriculum presents mathematics in a logical progression from grade-to-grade, connects math to the real world, and develops students' understanding of not just knowing what process to use when solving a problem, but also understanding why that process works while instilling persistence in problem solving and preparing students to understand advanced math.

#### **EXPOS**

Teachers integrate all subject areas during instruction, and students are expected to produce high quality standards-based student projects. This becomes apparent during expos, which occur twice a year, once in the fall and once in the spring. During the expos, classrooms display a range of student projects reflecting student's long-term learning, and students present their learning to the broader community. Students demonstrate ownership and deeply embedded learning as they display their work. All students participate in oral presentations and provide written explanations of their learning while also reflecting on the process involved. Student work samples include individual as well as collaborative demonstrations of learning. These include a piece of writing that has been taken through the entire writing process, an artistic rendition of their learning, and the transformation of classroom space into "museums" or spaces that simulate real-world events.

For example, in a third grade classroom while learning about magnetism, the teacher took the opportunity to tap into the students' love of magic converting the unit of magnetism into an integrated study related to magic. Students displayed magic tricks that included illusions by magnets, used their knowledge of fractions to create drawings of magic wands, and engineered push and pulley systems to create a curtain for a magician's stage area. In addition, each student wrote a problem-solution piece about a magician's trick.

In a fourth grade classroom, while learning about natural disasters, students developed knowledge of the Richter scale, the many measurements used to gauge temperature, weather patterns, and maps. Each student wrote a research report on the various natural disasters that occur on earth. Collaboratively, students planned, designed, and engineered models to

represent the different natural disasters. In the center of the classroom, students created a model of a flood complete with buildings, rock, and sediment all inside an inflatable pool that they manipulated to demonstrate the impact of a flood on the devastation of an entire city.

#### MEETING STUDENT NEEDS

We strive to meet the needs of all students by providing a wealth and variety of experiences. We tap into students' natural curiosities through content-rich instruction that ensures an authentic approach to language development. Our English learners who have historically been kept at a disadvantage are encouraged to develop their science, engineering, and artistic talents while they acquire English. This integrated approach brings equity to students who might otherwise be excluded from the learning process in a program more narrowly focused solely on phonics. In addition, our students who are socio-economically disadvantaged explore their world through engaging, hands-on activities that enrich their lives. All students are encouraged to attend field trips that connect and enhance their in-classroom learning with realworld experiences.

#### HOW STUDENTS WILL BECOME COMPETENT: CORE CLASSES

The themes and lessons taught at Stephen W. Hawking Charter Schools are guided by the Common Core State Standards with student's interests in mind. Our school follows the protocol presented by P21 Framework for 21st Century Learning.

P21 Framework for 21st Century Learning

# 21st Century Student Outcomes and Support Systems Learning and Innovation Skills – 4Cs Key Subjects - 3Rs and 21st Century Themes Information, Media, and Life and Skille Standards and Assessments Curriculum and Instruction Professional Development Learning Environments

© 2007 Partnership for 21st Century Learning (P21) www.P21.org/Framework

The P21 Framework was developed to help practitioners integrate skills into the teaching of core academic subjects. The Partnership has developed a unified, collective vision for learning known as the Framework for 21st Century Learning. The framework describes the skills, knowledge and expertise students must master in order to succeed in work and life: it is a blend of content knowledge specific skills, expertise and literacies. The essential skills for success in today's world include:

- Learning & Innovation Skills
- Life & Career Skills

Information, Media and Technological Skills

These skills are learned across the expanded core subjects, essential for all students in the 2st century. Teachers and staff at Stephen W. Hawking Charter School will provide a supportive environment with the individualized attention of a small school, while engaging students in challenging standards-based coursework. Education focuses on the four core disciplines of English, Science, Mathematics, and History/Social Sciences, and all students in high school will meet the University of California A-G requirements upon graduation.

- Language Arts: Students will be competent communicators when they graduate from Stephen W. Hawking Charter School. The ELA curriculum will be based on the Common Core State Standards, which require the mastery of various modes of communication including writing and public speaking.
- Social Studies: Students will be competent in using their education to understand the past and how it influences the direction of societies. Students will understand how the government and world works by studying the social sciences. Students' social science education will be based on the mastery of the Common Core State Standards.
- Mathematics: Students will develop their abilities to reason logically, understand, and apply mathematical processes and concepts, including those outlined in the Common Core State Standards for Mathematics using the Integrated Math Pathway in High School, which Stephen W. Hawking Charter School staff and governing board deem appropriate.
- Science: Students will successfully utilize scientific research and inquiry methods to understand and apply the major concepts underlying various branches of science, which may include physics, chemistry, and biology. Each of the science courses and/or disciplines will be taught using the Next Generation Science Standards.
- World Languages: Students will gain proficiency in speaking, reading, writing, and listening comprehension in at least one language in addition to their native tongue. Students will understand key aspects of the culture, both past and present, associated with the second language. All language classes will be grounded in the California frameworks.
- Other Competencies: Technology-Students will gain proficiency in the skills needed in a technological world. Students will be given hands-on experience at mastering basic computer skills as the use of computers is incorporated into their classes.

## HOW LEARNING BEST OCCURS

Stephen W. Hawking Charter School firmly believes that all students can excel and thrive. Our school creates learning experiences that are student centered, academically engaging, technologically involved, creatively empowered, and socially, emotionally and civically engaged. The underlying, student/child-centered philosophies of education that support student engagement at Stephen W. Hawking Charter School, are closely connected to the

powerful learning methods described in the works of Lev Vygotsky, John Dewey, Jean Piaget, Howard Gardner, Linda Darling-Hammond, and other researchers. We start with the simple premise that "education should be student (child)-centered; and we should begin planning the lesson by looking at where the child is developmentally." (John Dewey)

We believe learning best occurs when:

- Students feel safe, nurtured and supported in a caring school environment with clear, fair and consistent expectations for student and adult conduct.
- Students and adults are expected to push their own limits, with appropriate guidance and enthusiastic support. Students must be challenged and we must have high expectations for their own futures. They must be provided with appropriate, individualized support to achieve the goals, and provided with meaningful opportunities to demonstrate their accomplishments and successes. As such, teachers must analyze student achievement data on an ongoing basis, to scaffold learning and differentiate instruction in order to lead all students to academic growth and achievement.
- Instruction is authentically child-centered and presented in a meaningful context that is relevant to students' lives.
- Students must be active, not passive learners. True mastery of content best occurs when students are given the means to explore, question, solve problems, reflect, make mistakes, try again and demonstrate their knowledge. The more actively engaged children are in the learning process, the more effectively they will understand and retain concepts and skills that are delineated in the state standard and be better equipped to handle the challenges of the future.
- Teachers have ample resources, including time, training and coaching to develop their skills and talents. It is imperative that teachers study and understand researchbased/evidence-based practices in education, learn from experienced lead teachers and collaborate with peers in order to consistently be learners in the context of our school community.
- Data is used on an ongoing basis: consistently, continuously and effectively to modify curriculum to individual student's needs. The use of effective assessment tools (webbased, formative, summative) and effective data systems will help educators continually assess and refine their curriculum's impact on each individual child throughout the school year.
- Collaboration, cooperation and communication skills are highly valued. Understanding and respecting diverse perspectives and people, effectively communicating and building relationships are all imperative in today's technology-based global society. We believe that learning best occurs when students have confidence and believe they can succeed. When students are given the opportunity to express their skills, talents and intelligence across a variety of contexts, they are able to realize more success and thus develop more confidence.

## GOALS FOR LONG-TERM STUDENT SUCCESS

The following are school-wide goals our school adheres to in order to ensure long-term student academic success.

- Establish a College-going culture.
- Create substantive connections between classroom instruction and real-world, workplace applications.
- Foster rich and mutually respectful relationships between adult educators and students to inform personalized instruction.
- Strong emphasis on the development of academic language and formal register for all students.
- Encourage the modeling of life-long learner outlook and teamwork among teachers, while providing them with ongoing professional development that facilitates growth and refinement of pedagogical skills.

## INSTRUCTIONAL DESIGN

Stephen W. Hawking Charter School relies heavily on the concept of wondering, discovery and presentation skills. The Charter School's approach to Project-Based Learning is a combination of activities aligned to Common Core State Standards and student exploration and research. In 2017-2018, the Charter School will develop an ongoing relationship with the Buck Institute for Education, the top leading organization on Project-Based Learning instruction.

Project-based learning at Stephen W. Hawking Charter School offers two key elements: they are comprehensive and all encompassing. In other words, projects are a core part of student learning that permeates and integrates activities at our school. This enables students to make real connections between subjects and deepen their understanding of skills and content. Our teachers carefully plan and detail all aspects of projects before starting, including alignment to standards across all subject areas. During common planning time, teachers collaborate to create projects, and then use student achievement data to continuously refine their plans to ensure the needs of each individual student are being met.

It is imperative that our projects are not simply hands-on; they must be authentic and meaningful, allowing students to see the real-world implication of the academic skills and knowledge they master. More importantly, they are able to develop and apply problem-solving, critical and creative thinking, communication, collaboration, and other crucial skills in a variety of practical contexts and settings and see how "real people" utilize these skills in the everyday workplace. Students gain confidence in their own abilities and the possibilities for their own futures, motivating them to persist in their education.

Projects at Stephen W. Hawking Charter School helps students become self-directed. Engaging in hands-on, real-world project work helps learners "construct meaning by using recognition, memorization, conservation of constancy, classification, spatial orientation, temporal orientation, and metaphorical thinking. Helping students to be conscious of what their senses

are telling them, encouraging them to visualize the information for processing, and then prompting them to ask questions and figure out solutions on their own that teachers can best help students develop the tools they need to:

- Gather, organize and make sense of information
- Become cognitively engaged and internally motivated to achieve, and
- Experience learning as a dynamic process of creating and changing

Additionally, project-based learning has significant benefits for English learners as well. According to Karen Carrier in "Key Issues for Teaching English language Learners in Academic Classrooms," (Middle School Journal, November 2005) she identifies three key challenges English Learners face in the academic classroom:

- The amount of time required for second language acquisition;
- The dual job of English Learners learning content and learning the language; and
- The need for multiple modes of input and output.

Through project-based learning, teachers are able to frontload key vocabulary and concepts, and engage in multiple modes of instruction within one class period, therefore meeting the needs of diverse learners. Project-based learning also naturally allows for multiple modes of input and output, providing students with real-world applications and built-in visuals and realia to contextualize new learning.

A STEAM educational program serves as the core curriculum at Stephen W. Hawking Charter School and literacy is the over-arching practice that ties all subjects together. Our students participate in Expos, where students demonstrate their knowledge and understanding of content through the production of a prototype or performance that illustrates it through the integration of the arts, technology and engineering. For students, the EXPO provides them with a rewarding and enriching experience they present to various audiences (parents, peers, community members).

As we expand into our middle and high school, the Charter School will continue to focus on STEAM-based experiential learning experiences for students. Our Principal and teachers will design a rigorous program that continues from the elementary school program but prepare our students for the rigors of high school and post-secondary education.

Lastly, Stephen W. Hawking Charter School graduates will also develop the social and emotional skills needed to compete in a global society. Our graduates will have a growth mindset, practice resiliency, be reflective, and demonstrate grit, self-respect and good character.

# **COLLEGE & CAREER READINESS**

Stephen W. Hawking Charter School provides all students with a college preparatory curriculum. Our high school course offerings will offer UC A-G approved courses; including Advisory, and College and Career Readiness courses. Our College and Career Readiness (CCR) program will provide all students with the essential tools necessary to excel in post-secondary education and beyond. A critical part of this commitment is to ensure that all students complete UC A-G requirements. Students at Stephen W. Hawking Charter School will demonstrate proficiency in A-G required coursework including at a minimum:

- 2 years of Lab Science
- 3 years of Math
- 2 years of History/Social Science
- 4 years of English
- 2 years of Foreign Language
- 1 year of Visual & Performing Arts (VAPA)

Stephen W. Hawking will ensure that all courses offered, including "F" and "G" elective courses will be UC A-G approved courses. Furthermore, all courses offered will be transferable to other public schools, per accreditation with the Western Association of Schools and Colleges (WASC). Parents will receive notification of course transferability in enrollment materials, recruitment materials, and/or parent/student handbook. Materials will be published in both English and Spanish, which are the primary home language of the students we serve.

Students in their freshman and sophomore years will take the PSAT. Students in their junior year, will take the PSAT, and the CAASPP with the CSU Early Assessment Program EAP) to assess for college readiness in ELA and math. Students in their senior year will take the SAT and/or ACT. Our students will also visit colleges and universities annually, as part of our College & Career Readiness Program.

Stephen W. Hawking will employ an academic College & Career counselor that will monitor student academic progress towards high school graduation, and provide numerous college and career readiness programs through the Advisory program. The counselor will guide high school seniors and their families through the college application process and advising students on how to make successful transitions from high school to their post-secondary school of choice.

A distinguishing feature of the Stephen W. Hawking Charter School high school program is the active participation of our students in the development and design of their future academic journey. The academic counselor will work with parents and students during the 8th grade in order to create a four-year academic plan towards meeting graduation requirements.

# **SOCIAL ACTION**

Stephen W. Hawking Charter School believes that all change begins through partnerships between the home and the school community. In the attempt to teach students the values of community engagement, citizenship, and global awareness, our school will ingrain and cultivate a love for community, an understanding of the importance of our societal contributions, and a greater awareness of self, relative to the global community. In doing so, our students will affect change through actions and interactions. Our Charter School is a family and is committed to the growth and development of students and the communities in which they live in order to enrich the global society. Our Charter School has diligently worked (and will continue) to bring the community on to campus for demonstrations, causes, performances and volunteering opportunities. Our Charter School will also partner with local organizations in order to leverage a cause and promote an overall consciousness of equity and health.

## SOCIAL EMOTIONAL AWARENESS

Stephen W. Hawking Charter School strongly believes that a student's success is based on their awareness of themselves, their emotions and how that dynamic interacts with their success. At Stephen W. Hawking Charter School, there is a strong emphasis on social emotional programs. Below are the programs that are currently offered. The school reserves the right to expand these programs or similar programs as it expands to serve middle and high school grades. The programs that will be offered will be grade/age appropriate based on identified student need and feedback from students, staff and parents.

Program	Purpose	Descriptions
The Embodied Awareness Program	To serve students with attention, sensory or emotional challenges.	A preventative program designed to provide tools for our students who need extra support with their social interactions and emotional well-being. This program integrates compassionate communication, yoga, and meditation. Students are selected by the Charter School's administration and teachers to participate in this program.
Girls and Boys Circle	To provide students a safe platform for discussion.	Two supplementary programs designed to give boys and girls a safe and respectful platform to connect and discuss pertinent, age appropriate topics including social-emotional issues.
Sportsmanship Athletics Rotations	To promote physical fitness as a crucial element to mental and emotional strength.	Students are engaged in 30 minutes of daily physical activity daily that focuses on teamwork and sportsmanship and the Physical Education State Standards. Our students at least 200 minutes every 10 days. As our school expands to middle and high school, PE instructional minutes will expand to 300 minutes/10 days for high school grades.
Stewards of the Land Workers ("SOL Workers")	To foster respect and love for planet earth.	A program that encompasses school gardening, recycling, composting, campus beautification using living art (plant) installations, and a movement towards zero waste on site. The Charter School is developing an ethos that will be woven into the school culture, with the intention that the skills and information taught to students be practiced in their daily lives. The goal is to create a more sustainable environment and eco-awareness. This program will also feature guest speakers in related fields.
Restorative Justice Circles	To build community through circle dialogue	Restorative practices cultivate a culture in which everyone feels like they belong. They build a particular sense of community in which every member—students, teacher, parent volunteers, aides—feel that they are seen, heard, and respected.

Parent Seminars	To serve parents who need support.	In 2017-2018, we will be launching a series of parent workshops on how to support their child academically at home. The Charter School will also be hosting parent workshops on HBOTS character traits to reinforce positive behaviors expectation not just at school but also at home as well. Other workshops include healthy living and eating habits.
Student Success Team	To serve students who need social, emotional or academic support.	The SST process is in place to help support students emotionally, socially and academically.

#### **CURRICULAR & INSTRUCTIONAL DESIGN**

Stephen W. Hawking Charter School offers a student-centered and project-based learning study program in which science, technology, engineering, art, and math permeate nearly every facet of the classroom. Project-based learning is an instructional approach that emphasizes authentic learning activities that are long-term, interdisciplinary, student-centered, and integrated with real-world issues and practices. Students who experience project-based have increased retention of content and positive attitudes towards learning (Strobel & van Barneveld, 2009; Walker & Leary, 2009). They develop higher-level cognitive skills as well as "complex processes and procedures such as planning, communicating, problem solving, and decision making" (Thomas, 2000). Stephen W. Hawking Charter School challenges and spurs innovative, creative, and curious thought, so that all students can access the infinite number of solutions to the global problems around us.

Stephen W. Hawking Charter School utilizes instructional methodologies, curriculum, and instructional materials that support implementation and ensure student mastery of the California content and performance standards. The curriculum we use has been carefully selected and determined to best meet the needs of our students. This was done through pilot testing of each CCSS based curriculum, analysis of test results as well as the relatedness to our STEAM vision and goals.

While being cognizant of how to purposely address student needs (especially for English Learners), the Stephen W. Hawking Charter School Professional Learning Community meets in grade level as well as vertical grade level teams to design conceptual and skill-based lessons to meet the needs of our students. Teachers collaborate to carefully design rigorous, integrated project-based lessons that meet standards-based learning criteria.

Stephen W. Hawking Charter School has selected and designed its curriculum to provide a sequential academic foundation in grades TK-12, with careful vertical alignment between grade levels. This ensures that there is continuous academic progression in the core STEAM curriculum and that students are actively and intellectually engaged as they continually build on and revise their knowledge and abilities over multiple years. The program supports the integration of such knowledge and abilities with the practices needed to engage in scientific and math inquiry and technology design. This approach threads science, technology, engineering, arts, and math throughout the core subjects of language arts, social science with appropriate

writing assignments, cross-curricular project-based assignments projects, and blended online courses. Stephen W. Hawking Charter School hands-on, experiential learning approach reflects the value of integrating the teaching and learning of science, math, and technology. The coherent and consistent program offered throughout grades TK-12 is key in realizing the vision of Stephen W. Hawking Charter School.

Teachers at Stephen W. Hawking Charter School utilize Kagan Strategies, which are cooperative learning structures ensuring that each and every student is intellectually engaged in lessons, activities, and discussions. Numerous research studies have established the benefits of cooperative learning (Hattie, 2012; Johnson & Johnson, 2009). Kagan Structures align with the following research-based theories:

- Cooperative Learning
- Multiple Intelligences
- Brain-Based Learning
- Essential Elements of Effective Instruction
- Expectation
- Learned Optimism
- Flow Theory
- Vygotsky's, Zone of Proximal Development

Stephen W. Hawking Charter School utilizes HBOTS program to support students' socialemotional learning. This program integrates literacy as the vehicle for teaching character strengths. The foundational element of our charter school's culture and environment begins with the establishment of this positive and productive character development program. This culture allows for and encourages the collaboration and cooperation needed in the real world. This reflects the Charter School's intent to promote social and emotional learning to develop the whole child.

Stephen W. Hawking Charter School has adopted standards-aligned curriculum including Core Knowledge, Eureka Math, EngageNY Common Core ELA, KnowAtom (NGSS & STEM focus), and TCI Science. Stephen W. Hawking Charter School monitors and adjusts the implementation of the adopted curriculum as needed to ensure that it meets the specific needs of our students.

Stephen W. Hawking Charter School utilizes the BOKS Program for health and physical education. All students receive 30-minutes of physical education daily.

MusIO curriculum serves as the foundation for music instruction at Stephen W. Hawking Charter School. During the two 30-minute lessons per week, students learn about the fundamentals of music, various composers from the past to current modern music, and musical instruments. In addition, they learn how to read music and produce music.

Students at Stephen W. Hawking Charter School use technology not only to consume content, word process, and communicate with others, but to also learn coding and create products for dissemination of information for others to consume through the creation of blogs, videos, websites, podcasts, presentation slides, etc. Students utilize a variety of Google and iPad apps,

learn keyboarding through Typesy, a keyboarding program, and prepare to take computerbased state standardized assessments.

As a team, the students and teacher embark on a journey of discovery, where gaps in learning are filled to ensure a strong foundation in the STEAM curriculum.

Stephen W. Hawking Charter School empowers students through the following leading pedagogies in effective education:

- 1. Multiple Intelligences (Gardner): Howard Gardner believes that all students are intelligent — just not in the same ways. Classroom activities must address Gardner's eight intelligences: verbal-linguistic, logical-mathematical, visual-spatial, bodykinesthetic, musical-rhythmic, interpersonal, naturalist and intrapersonal.
- 2. Cooperative Interaction (Cohen): Elizabeth Cohen's research shows that cooperative group work leads to learning gains and higher student achievement. Working in small groups is a cornerstone of the Charter School's curriculum.
- 3. Spiral Curriculum (Bruner): Jerome Bruner championed the idea of the spiral curriculum, in which students learn progressively — understanding increasingly difficult concepts through a process of step-by-step discovery. These questioning strategies spiral from simple recall to higher-order thinking skills such as analysis and evaluation.
- 4. Nonlinguistic Representation (Marzano): research by Robert Marzano and colleagues demonstrates that teaching with nonlinguistic activities helps improve comprehension. Graphic organizers and movement activities are key to lessons at Stephen W. Hawking Charter School.
- 5. Project Based Learning: Dewey challenged the traditional view of the student as a passive recipient of knowledge (and the teacher as the transmitter of a static body of facts). He argued instead for active experiences that prepare students for ongoing learning about a dynamic world. As Dewey pointed out, "Education is not preparation for life; education is life itself." Later, Maria Montessori launched an international movement during the 20th century with her approach to early-childhood learning. She showed through example that education happens "not by listening to words but by experiences upon the environment." The Italian physician and child-development expert pioneered learning environments that foster capable, adaptive citizens and problem solvers. Jean Piaget, the Swiss developmental psychologist, helped us understand how we make meaning from our experiences at different ages. His insights laid the foundation for the constructivist approach to education in which students build on what they know by asking questions, investigating, interacting with others, and reflecting on these experiences. Stephen W. Hawking Charter School agrees with these approaches and witnesses the success of our students' academic achievement through the practice of Project Based Learning inspired by these educational leaders.

## USE OF TECHNOLOGY IN INSTRUCTION

In order to ensure that teachers have access to and are teaching to the Common Core State Standards and the Next Generation Science Standards we have integrated web-based programs into our STEAM-based educational program. In addition teachers and students use and develop blogs, wikis, multi-media, email, Google Apps for Education (GAFE).

# ELEMENTARY SCHOOL COURSE DESCRIPTIONS **ENGLISH LANGUAGE ARTS: ELEMENTARY**

Stephen W. Hawking Charter School's English Language Arts program is designed to educate students to become articulate speakers, responsive listeners, skillful readers and writers and innovative problem solvers who are prepared to be members and leaders of our democratic society.

The Charter School's goal is to support high quality ELA instruction in TK-12. The standardsaligned curriculum is utilized to enhance rigorous high quality instruction and to support the development of knowledge of the standards. The Common Core State Standards Initiative offers a portrait of the capacities students need in order to be College and Career Ready in Reading, Writing, Speaking & Listening ("CCR").

These CCR competencies inform our goal that all Stephen W. Hawking Charter School students will:

- Demonstrate independence and strong content knowledge in reading and writing
- Adapt their communication style to audience and purpose
- Be discerning readers and listeners
- Comprehend as well as critique
- Cite specific evidence when offering oral or written interpretations of text
- Employ technology thoughtfully
- Actively seek to understand other perspectives and cultures

At the elementary school, students use the following programs as supports to learn and practice English Language Arts:

- Grades TK-2: Smarty Ants
- Grades 3-6: Achieve 3000
- Guided Reading, Shared Reading and Independent Reading: all teachers must teach all three of these elements of reading to ensure all students master grade-level content standards and ensure academic success for all students.

## ENGLISH LANGAUGE DEVELOPMENT

In order to support our English Learners, our school provides daily designated and integrated ELD instruction, in addition to, after-school targeted tutoring for 30-minutes by a credentialed teacher. Students are grouped based on CELDT/ELPAC performance level, lessons are scaffolded, and differentiated based on student academic needs. Teachers use Language Power, Signs for Sounds, in combination with GLAD and SDAIE Strategies. This program is a flexible support for the Charter School's English Learners that can be used in a variety of settings.

- Standards based teacher lesson plans in the Teacher's Guide that target the four language domains.
- Provide students with rich English language development activities in the Student Guided Practice Book.

- Cover a variety of genres, subjects, and high-interest topics
- Give English learners useful tips and engaging activities to build parents' capacity to support literacy and English language development at home with Parent Tip Cards in English and Spanish.
- Provide students and teachers with digital resources, including text sets, Student Guided Practice Book pages, assessment resources, and audio of all texts to model fluent reading.

Similar English learner supports will be provided for high school students. We plan to offer ELD 1-3 courses, based on a student's ELPAC performance. Once the ELPAC is fully implemented in 2018-19; our school will design appropriate ELD courses for Middle School and High School.

## **MATHEMATICS: ELEMENTARY**

Our school has adopted Eureka Math, a common core aligned curriculum that provides both paper and web-based instructional materials for students and teachers. The curriculum reflects the importance of focus, coherence, and rigor as the guiding principles for mathematics instruction and learning. These standards are fully implemented and assessed as a commitment to providing a world class education for all students that supports college and career readiness; and the knowledge and skills necessary to fully participate in the twenty-first-century global economy.

The Common Core State Standards (CCSS) in mathematics focus on learning mathematical content in the context of real-world situations, using mathematics to solve problems, and developing "habits of mind" that foster mastery of mathematics content as well as mathematical understanding. The CCSS in Math for kindergarten through grade 8 prepare students for higher-level mathematics that reflect the knowledge and skills that are necessary to prepare students for college and careers and productive citizenship.

Math instruction focuses deeply on the concepts that are emphasized in the standards so students can gain strong foundational conceptual understanding, a high degree of procedural skill and fluency, and the ability to apply the mathematics they know to solve problems inside and outside the mathematics classroom. Coherence is provided through mathematical connections and by integrating the arts. Teachers approach conceptual understanding, procedural skill and fluency, and application with equal intensity, providing instruction with rigor and relevance.

The following is a list of the Math Programs currently in use:

- Renaissance Learning STAR 360 curriculum: Our teachers provide small group instruction using this curriculum; while other students are using Star Math 360 that differentiates instruction for students. STAR Math is the assessment tool our teachers use to monitor student progress.
- Eureka Math is a TK-12 Common Core aligned curriculum that sequences mathematical progressions into modules. Initially launched as Engaged NY, this curriculum offers teachers innovative approaches for math instruction.

Focused Math Intervention is a program whereby our instructional assistants under the supervision and guidance of a credentialed teacher provide small group or individualized instruction for students who are identified to receive targeted intervention. This program provides students with the tools they need to develop conceptual knowledge and procedural understanding. The Eureka Math curriculum provides teachers with, standards-based lessons and flexible pacing plans outlined in the Teacher's Guide. Each lesson plan utilizes the gradual release of responsibility model with teacher think aloud, guided instruction, and collaborative/independent practice.

## **SCIENCE: ELEMENTARY**

The science program at Stephen W. Hawking Charter School uses hands-on science curriculum that is formulated using inquiry-based research topics. At every grade level, students are provided with experiential hands-on learning experiences. The following is the adopted list of NGSS aligned Science curriculum for grades K-6.

- Grades K-1: **Mystery Science** is a hands-on program that students view online and then participate in hands-on learning experiences in science and engineering. Teachers are required to do less preparation, which allows them to facilitate more learning. The videos engage our young learners into scientific topics and allow teachers to launch discussions as well.
- Grades 3-5: **TCI** (web-based). TCI is a web-based Science program that provides teachers with the tools, resources and science curriculum they need to develop lessons that are engaging and effective.
- Grade 6: **KnowAtom** provides Science lesson plans for grades 1-8. It is currently being implemented in grade 6. Lessons are engaging, using hands-on STEM materials, visuals, it provides student readers and includes Socratic dialogue for higher order questioning that takes the classroom discussion to the next level. .

Understanding by Design (Wiggins and McTighe): Grant Wiggins and Jay McTighe believe that teaching for deep understanding must begin with planning the big ideas students should learn. That's why you'll see an Essential Question at the start of every chapter. Through this practice, teachers plan their Expo's 6 weeks prior to presentation. All Expo's at Stephen W. Hawking Charter are scientific in nature and involve other subject areas according to their relevancy.

## HISTORY/SOCIAL SCIENCES: ELEMENTARY

The following is an outline of how History and Social Studies is currently being integrated throughout all subjects in the elementary school.

The History/Social Science curriculum in elementary school is aligned with the History-Social Science Framework and the English Language Arts Framework that offers students knowledge of local, state, and United States history and an understanding of the development and operation of all levels of government. The curriculum also introduces world history through literature, culture, arts and current events. Students use and evaluate primary sources, historical documents, and the Internet to responsibly and critically access information.

History/Social Science courses at Stephen W. Hawking Charter School use inquiry-based research topics involving real-world problems, with a focus on local current events, history and culture. In accordance with the National Council for the Social Studies, social studies courses aim to prepare students to identify, understand, and work to solve the challenges facing our diverse nation in an increasingly interdependent world. Education for citizenship should help students acquire and learn to use the skills, knowledge, and attitudes that will prepare them to be competent and responsible citizens throughout their lives. Competent and responsible citizens are informed and thoughtful, participate in their communities, are involved politically, and exhibit moral and civic virtues.

# VISUAL & PERFORMING ARTS (VAPA) TK-8

Students in grades TK-8, interact with the California State Visual and Performing Arts Standards through five strands: artistic perception; creative expression; historical and cultural context; aesthetic valuing; and connections, relations, and applications. are enrolled in a Visual and Performing Arts ("VAPA") courses, which include:

- World Dance Program: Students learn the basic concepts of dance and movement and learn how dance is a part of a global culture with many overlaps and parallels. Our goal is to help students make this correlation with themselves and their attitudes towards others.
- MusIQ Online Music Program: Students learn how to play piano, compose and read music using an online program.
- Center for World Music: An International Music Program where students are exposed to music from around the world that includes monthly guest artists. Students learn to play the Tabla, a drum instrument from India.
- Musical Theatre: Students learn and practice singing musical pieces from acclaimed Broadway and Off Broadway shows and learn to integrate theatre and dance. This culminates in an annual end of year performance.

## **HEALTH & PHYSICAL EDUCATION**

This program offers students the opportunity to experience a variety of physical fitness activities from organized sport to individual conditioning and training. Courses offered in the Physical Education department are designed to help the students develop psychomotor skills such as fundamental movement patterns, sports skills, and the six components of physical fitness, for which students are assessed on as part of the Fitnessgram.

The Physical Education program adheres to the California Physical Education standards. Students in grades K-6 receive 200 instructional minutes every 10 days, as required by California statute. Students in middle school will receive a minimum of 400 instructional minutes of physical education every 10 days. Students in high school will address and be evaluated in the 8 required curricular areas taught by an appropriately credentialed teacher and courses are co-ed and inclusive. In Physical Education, our students will participate in skill building activities, introduction to sports and activities, and physical activities that link to the exploration of culture and history. The goal is to develop a lifelong program of activity to

develop and maintain healthy habits and wellness. These courses are based on the Physical Education Model Content Standards for California Public Schools.

All high school students will be required to complete 2 years of Physical Education. The minimum requirement for graduation is two courses in PE. EC Section 51225.3(a) states, "A pupil shall complete all of the following while in grades 9 to 12, inclusive, in order to receive a diploma of graduation from high school: At least the following numbers of courses in the subjects specified, each course having a duration of one year, unless otherwise specified:" (EC Section 51225.3[a][1]) "Two courses in physical education, unless the pupil has been exempted pursuant to the provisions of this code" (EC Section 51225.3(a)(1)(F)).

All students in grades 5, 7, and 9 will participate in the California Physical Fitness Test ("PFT"). However, high school students may waive 2 years of Physical Education if they successfully pass 5 of the 6 components on the Fitnessgram in grade 9.

#### CURRICULAR & INSTRUCTIONAL MATERIAL FOR MIDDLE SCHOOL

We will use textbooks and web-based/digital instructional resources that align with Common Core. Course materials are being reviewed and will subsequently be selected by the School Principal and teacher leaders, using substantive analysis of available curricular options including online materials. Texts and materials will be extensively researched and then piloted. Alongside the texts, we will guide and support teachers as they devise internal standards and curricula that will allow for objective based learning that can be closely monitored and used for professional development and student growth.

The curriculum committee will research the most effective curricular and instructional materials for purchase and adoption that adheres to our school's mission, vision and the Common Core State Standards. The following criteria will also be used.

- Alignment with the California Content Standards/Common Core Standards
- Level of rigor
- Capacity to meet the needs of English Learners
- Capacity to meet the needs of high achieving students
- Availability of digital media and technology applications.

The following table identifies instructional materials we are currently considering for the Middle School.

SUBJECT AREA	INSTRUCTIONAL MATERIALS (BEING CONSIDERED)
ENGLISH	Achieve 3000
LANGUAGE	Great Minds: Wit & Wisdom
ARTS	College board: Springboard English language Arts
	Eureka Math
MATH	• Star 360
MATII	Star Math
	Renaissance Learning
SCIENCE	Know Atom
SCIENCE	Pearson's Interactive Science

	McGraw Hill Integrated Science			
	Pearson's My World Geography			
TTTCTTO DAY	Pearson's My World History			
HISTORY/	Pearson's American History			
SOCIAL STUDIES	Great Minds: The Alexandria Plan			
STODIES	McGraw Hill			
	Brainpop			
	Great Minds: Wit & Wisdom			
ENCLICII	Achieve 3000			
ENGLISH LANGUAGE	Language Power			
DEVELOPMENT	Signs for Sounds			
DEVELOT MENT	SpringBoard English Language Development			
	Inside National Geographic: Cengage learning			
	Second Step			
ADVISORY	• Character Counts			
	Facing History & Ourselves			

# **COURSE LIST: MIDDLE SCHOOL**

The following table outlines the courses we intend to offer for each grade:

SUBJECT AREA	GRADE 6	GRADE 7	GRADE 8	
<b>English Language</b>	English 6	English 7	English 8	
Arts				
Math	Math 6	Math 7	Math 8	
	World History &	World History &	U.S. History: Growth	
History/Social	Geography: Ancient	Geography: Medieval	& Conflict	
Studies	Civilizations	to Modern Times –	History 8AB	
	History 6AB	History 7AB		
SCIENCE	Earth Science:	Life Science:	Physical Science:	
SCIENCE	Science 6	Science 7	Science 8	
	<ul> <li>World Dance</li> </ul>	<ul> <li>World Dance</li> </ul>	<ul> <li>World Dance</li> </ul>	
VISUAL &	• MusIQ	• MusIQ	• MusIQ	
PERFORMING	<ul> <li>Center for</li> </ul>	<ul> <li>Center for</li> </ul>	<ul> <li>Center for</li> </ul>	
ARTS	World Music	World Music	World Music	
MICIO	Musical	<ul> <li>Musical</li> </ul>	<ul> <li>Musical</li> </ul>	
	Theatre	Theatre	Theatre	
PHYSICAL	PE: 6	PE: 7	PE: 8	
EDUCATION				
ADVISORY	Advisory 6	Advisory 7	Advisory: 8	

# MIDDLE SCHOOL COURSE DESCRIPTIONS ENGLISH COURSES: MIDDLE SCHOOL

The middle school reading curriculum is integrated into all content areas. Students progress through a literature- based and CCSS- based reading and curriculum emphasizing balanced literary practices. The curriculum begins with basic phonics skills, such as phonemic awareness, rhyming, blending and decoding words to sounding out unfamiliar words, discovering words and meaning from context, and recognition of irregularly spelled words for our English Language Learning students. The curriculum increases in levels to meet the needs of all students. Fluent reading and strong comprehension skills are the focus of the school curriculum. Teachers emphasize close reading and informational text.

#### **ENGLISH 6**

Students in sixth grade focus on active engagement with text. They are required to analyze, identify, define, explain, integrate, evaluate, compare, contrast, and cite supportive evidence developing and building upon those skills that were required in fifth grade. Deeper analysis of literature and informational text continues to be the focus of sixth- grade instruction, although reading fluently and accurately remains a CCSS- based goal for all students. Students' understanding of the precise meaning of words, English instruction is critical language conventions, structural features of informational text and materials, and to developing fundamental elements of literature all support greater comprehension of what they read, students' literacy and see, and hear.

#### **ENGLISH 7**

This course will build the skills and master the content required by the Common Core English Language Arts Standards in reading, writing, listening, and speaking. Students will learn how to analyze and make meaning out of increasingly complex texts as they begin a journey of more autonomous learning. Students will be introduced to critical thinking skills and literary analysis skills to prepare students for higher-level English courses.

Students will focus on reading fiction materials to display basic comprehension of the texts, identify elements of story, draw textual evidence, and analyze that evidence. They will also focus on non- fiction and informational materials to learn structure of texts, explore word connotations and meanings, and analyze the scope and organization of ideas by finding similarities and differences between texts. They will determine the natural bias and point of view of the author in the search of finding their own voice and evidence.

Students will understand the characteristics of various genres: autobiographical narrative, novels, short stories, poetry, plays, essays, articles, primary/secondary sources, internet sources, functional/workplace documents, and the reading strategies necessary to access these genres.

They will develop writing skills with formal essays, such as: character analysis, personal narrative, response to literature and expository/research, and informal writing assignments, such as: journal entries, free- writes, and reflective pieces. They will create argumentative essays with clear main thesis and sufficient and relevant evidence. They will begin to develop research skill, distinguishing between credible and not credible sources when given guidance.

Finally, students will explore sentences in a way that reveals the basic structure as foundation for their knowledge of syntax that will be developed in eighth grade and beyond.

#### **ENGLISH 8**

This course will continue the exploration of skills and master the content required by the Common Core English Language Arts Standards in reading, writing, listening, and speaking. They will learn how to analyze and make meaning out of increasingly complex texts as they continue a journey of more autonomous learning. They will continue deepening their critical thinking skills and literary analysis skills to prepare students for higher-level English courses.

Students will focus on reading fiction materials to display basic comprehension of the texts, identify the theme and how characters interact with that theme, draw textual evidence, and analyze that evidence. They will also focus on non-fiction and informational materials to trace the main ideas of texts, begin to analyze the strength of evidence, compare word connotations and meanings, and analyze the scope and organization of ideas by finding similarities and differences between texts. They will determine the natural bias and point of view of the author in the search of finding their own voice and evidence. They will develop research skills to verify information and distinguish between primary and secondary sources and add that to their writing and oral presentations.

Students will understand the characteristics of various genres: autobiographical narrative, novels, short stories, poetry, plays, essays, articles, primary/secondary sources, internet sources, functional/workplace documents, and the reading strategies necessary to access these genres. In addition, they will give oral presentations that contain the organization, idea development, and structure of well-thought out essays.

They will develop writing skills with formal essays, such as: character analysis, personal narrative, response to literature and expository/research, and informal writing assignments, such as: journal entries, free- writes, and reflective pieces. They will create argumentative essays with clear main thesis and sufficient and relevant evidence. They will begin to develop research skill, distinguishing between credible and not credible sources when given guidance.

#### MATH COURSES: MIDDLE SCHOOL

The California Common Core State Standards for Mathematics (CA CCSSM) support a progress of learning. Many culminating standards that remain important far beyond the particular grade level appear in grades 6-8. As stated in the national Common Core State Standards Initiative documents, "some of the highest priority content for college and career readiness comes from grades 6-8. This body of material includes powerfully useful proficiencies such as applying ratio reasoning in real-world and mathematical problems, computing fluency with positive and negative decimals, and solving real-world and mathematical problems involving angle measure, area, surface area, and volume." (NGA/CCSSO, 2010)

The CA CCSSM for grades six through eight are comprehensive, rigorous, and non-redundant. Instruction in accelerated sequence of course will require compaction, not the former strategy of deletion. Therefore, careful consideration needs to be made before placing a student in higher mathematics course work in grads six through eight. Acceleration may get students to advanced course work, but it may create gaps in students/ mathematical background.

#### MATH 6

In Grade 6, instructional time will focus on four critical areas: (1) connecting ratio and rate to whole number multiplication and division and using concepts of ratio and rate to solve

problems; (2) completing understanding of division of fractions and extending the notion of number to the system of rational numbers, which includes negative numbers; (3) writing, interpreting, and using expressions and equations; and (4) developing understanding of statistical thinking.

#### MATH 7

This course will be divided into thirteen units. These units will be Integers and Rational Numbers; Exponents; Equations; Inequalities; Ratios, Rates, and Proportions; Percents; Introduction to Functions; Analyzing Data; Probability; Geometry and Area Surface Area and Volume; Transformations. Individual units will consist of checking for understanding (frequent checks during instruction), guided practice, practice work, and formative assessments designed to assess the student's progress of understanding of the standards for the unit. Each unit will culminate with an authentic assessment based on real life applications.

#### MATH 8

In Grade 8, instructional time will focus on three critical areas: (1) formulating and reasoning about expressions and equations, including modeling an association in bivariate data with a linear equation, and solving linear equations and systems of linear equations; (2) grasping the concept of a function and using functions to describe quantitative relationships; (3) analyzing two- and three- dimensional space and figures using distance, angle, similarity, and congruence, and understanding and applying the Pythagorean Theorem.

## HISTORY COURSES: MIDDLE SCHOOL

The History/Social Science curriculum is aligned to the History-Social Science Frameworks. The curriculum introduces students to world history through literature, culture, arts and current events. The social science curriculum focuses on inquiry-based questions to explore topics using research and critical thinking skills. Students use and evaluate primary sources, historical documents and the Internet to responsibly and critically access information.

#### HISTORY/SOCIAL SCIENCE 6

Students in sixth- grade world history and geography classrooms learn about the lives of the earliest humans, the development of tools, the gathering way of life, agriculture, and the emergence of civilizations in Mesopotamia, Egypt, the Indus River valley, China, and the Mediterranean basin. With the guidance of their teachers, students review the geography of the ancient and contemporary worlds and recognize that these civilizations were not static societies but continually experienced change. In addition, to developing basic geography sills, students are introduced to patterns, systems, and processes of physical and human geography. In studying the earliest history of humankind, students have the opportunity to explore different kinds of source documents, such as the Hebrew Bible/Scripture, Mesopotamian laws, the Homeric epics, Greek drama, the Bhagavad Gita, the Analects of Confucianism, the New Testament, and a range or visual images

## HISTORY/SOCIAL SCIENCE 7

Students in grade seven will study the social, cultural, and technological changes that occurred in Europe, and Asia in the years A.D. 500-1789. Students will examine the major accomplishments and eventual downfalls of these empires and discuss how they changed the course of history. Students will research Ancient Asian societies, like China, Japan, and Korea.

We will examine the relationship that exists between each country and with the world. Lastly, we will focus on Europe and development of modern though. We will start with Ancient Rome, move on to Medieval Europe, touch on the Renaissance, and end with the Reformation.

Our studies will go beyond facts, dates, names, places, events, and ideas. Historical inquiry requires students to engage in historical thinking: to raise questions and to marshal text based evidence in support of their answers; to go beyond their textbooks and evaluate multiple perspectives on historical issues. Students will read and write daily and be encouraged to share their ideas with their classmates. They will also engage in frequent discussions, group activities, and projects and where they will hone their skills of analysis. Every student will achieve academic excellence by engaging in challenging and meaningful learning in a safe environment that promotes creativity, respect, self- esteem and personal growth.

## **HISTORY 8**

This 8th grade U.S. History course begin with an intensive review of the major ideas, issues and explore events preceding the founding of the nation and relate their significance to the development of American constitutional democracy. They will analyze the political principles underlying the U.S. Constitution. Students will be able understand the foundation of the American political system. The class will analyze U.S. foreign policy in the early Republic. Students will look at the causes and main events that lead to the American Civil War. Finally, students will study the complex issues connected to American Reconstruction

# SCIENCE COURSES: MIDDLE SCHOOL

The school curriculum is based on the state framework and state standards following Next Generation Science Standards (NGSS). Students at Stephen W. Hawking Charter School explore NGSS- aligned Disciplinary Core Ideas (DCI) in Physical Sciences, Life Sciences, Earth and Space Sciences, and Engineering, Technology, and Applications of Science in the cross- curricular units and programs. Within each domain, the framework describes how a small set of disciplinary core ideas has been developed. Each core idea is then broken into three or four component ideas that provide more organizational development of the core idea.

The science program at Stephen W. Hawking Charter School uses hands- on science curriculum that is formulated using inquiry- based research topics. From the earliest grades, students experience science in a form that engages them in the active construction of ideas and explanations that enhance their opportunities to develop the abilities of doing science. The middle school curriculum will ensure that science is integrated into the lessons and activities.

## **SCIENCE 6: EARTH SCIENCE**

Sixth grade students focus on Earth Sciences, including geology, geophysics, and ecology. Students learn about the composition and structure of the earth and develop an understanding of plate tectonics and its relationship to the topography of the earth's surface. They understand how geologic events occur, such as earthquakes, volcanoes, and mountain building. As residents of California, students apply this knowledge to understanding the geological and topographical features of their own state and community, analyzing the geologic events typical to the area. The study of geology and topography connects to the study of geography and its impact on ancient cultures in their social science course. Students learn about the different forms of energy on the earth, how these forms are distributed through land and water, and how changes in energy can result in changes in weather. The ecology portion of the sixth grade science

course focuses on ecosystems and how energy and matter are distributed and exchanged among different members of ecosystems. Students learn that organisms can be classified by the role they play in an ecosystem and that the composition and balance of ecosystems can be effected by environmental factors such as temperature, availability of food and water resources, and soil composition. Students also study natural resources, particularly energy resources.

#### SCIENCE 7: LIFE SCIENCE

Students in seventh grade focus on Life Science. Students will know the role of cells in living organisms and be able to distinguish plant and animal cells. They study the role of the nucleus, mitochondria, and chloroplasts and study cell division. Students study the anatomy and physiology of plants and animals, including cells, tissues, organs, organ systems, and the whole organism. They learn how organ systems, bones, and muscles work together and the functions of animal and plant reproductive organs. Seventh graders learn about genetics, sexual and asexual reproduction, and the role of DNA. They will study evolution and Darwin's theories. Students in seventh grade will also look to earth science for evidence of the evolution of life, as they study slow geologic processes, major catastrophic events, the rock cycle, fossils, radioactive dating, and the extinction of plants and animals. They study properties of light, levers, and simple machines. Seventh graders will gain a deeper understanding of the scientific method, as they select appropriate tools and technology, construct scale models and diagrams, and communicate results in written and oral presentations. FOSS is used as a resource for experiments and curriculum resource and hands on experiments are included. English Language Arts and Literacy in History, Social Studies and Science and Technical Subjects. Teachers are aligning their lessons to the CA Common Core Standards for the 6-8 literacy in science and technical subjects.

## **SCIENCE 8: PHYSICAL SCIENCE**

Students in eighth grade focus on Physical Science. Students study motion, velocity, and speed, and they will learn to solve problems and interpret graphs related to distance, time, and average speed. They identify forces and their impact on objects, while taking into consideration an object's mass. Students learn the role of gravity and gravity's role in the solar system. They will know the structure and composition of atoms, the ways compounds are formed, and the differences in states of matter. They are able to use the periodic table to identify elements and classify them based on their atomic characteristics. Students study simple compounds, chemical reactions, and the conservation of matter. They study buoyancy, density, and displacement and are able to predict whether objects will sink or float. Students will know the central role of carbon and other key elements in living organisms. Eighth graders will continue their study of earth science as they learn more about stars, galaxies, astronomical units, light years, planets, planetary satellites, comets, and asteroids.

## PHYSICAL EDUCATION 6-8

The goal of Physical Education is to engage students into the acquisition of knowledge and skills to empower them to achieve and maintain a healthy lifestyle. By means such as:

- Building the skills and mastery of movement skills and movement knowledge
- Positive Self- Image and Personal Development
- Social Development

Students will have the opportunity to participate in activities that are based on active, caring, supportive and nonthreatening atmosphere in which every student is challenged and successful. Activities are aimed for the development and maintenance of the students' physical, cognitive, and affective well-being. Activities include but not limited to the development of skill acquisition, cooperatives, individual and partner sports, and physical fitness activities. Resulting on a foundation for making informed decisions that will empower students to achieve and maintain a healthy lifestyle.

## **ADVISORY 6-8**

This course will be provided to provide students with the skills necessary for social and academic success. The Second Step curriculum for middle school students prepares them to navigate adolescence with communication, coping, and decision-making skills that help them make good choices and avoid pitfalls, such as peer pressure, substance abuse and bullying. This developmentally appropriate program helps teachers instill social-emotional skills in their students.

Second Step is a classroom-based social skills program developed by the Committee for Children for students in TK-8, with a distinct curriculum for each grade. It is designed to reduce impulsive, high risk and aggressive behaviors and increase children's social competence and other protective factors. This program contains units on Life Skills, Study Skills, Test Taking Skills, Drug Prevention, Environmental Issues, Career Awareness, and Character Development.

#### CURRICULAR & INSTRUCTIONAL MATERIAL FOR HIGH SCHOOL

The following table identifies instructional materials we are currently considering for the High School.

SUBJECT AREA	INSTRUCTIONAL MATERIALS (BEING CONSIDERED)	
	CollegeBoard SpringBoard ELA	
ENGLISH	CoreSpring	
LANGUAGE	Great Minds: Wit & Wisdom	
ARTS	Renaissance Learning Accelerated Reader	
	Achieve 3000	
MATH	College Preparatory Math (CPM)	
MAIII	Interactive Math Program (IMP)	
	Pearson's Interactive Science	
SCIENCE	<ul> <li>McGraw Hill Biology, Physics, Chemistry</li> </ul>	
	PHET Interactive	
HISTORY/	Pearson's My World History	
SOCIAL	McGraw Hill, Networks	
STUDIES		
ENGLISH	<ul> <li>National Geographic ELD Program Edge</li> </ul>	
LANGUAGE	English 3D Scholastic	
DEVELOPMENT	Achieve 3000	
ADVISORY	Character Counts	

The following table outlines the courses we intend to offer by grade:

SUBJECT AREA	GRADE 9	GRADE 10	GRADE 11	GRADE 12
ENGLISH	English 9	English 10: World	English 11	AP English
LANGUAGE		Literature		Language
ARTS				
MATH	Integrated Math 1	Integrated Math 2	Integrated Math 3	Pre-Calculus
		World History	U.S. History	U.S.
HISTORY				Government/
				Economics
SCIENCE	Biology	Chemistry	Physics	*TBD
FOREIGN	Spanish 1	Spanish 2	Spanish 3	Spanish 4
LANGUAGE				
VAPA	Music	Art	Theatre	
VAFA	Appreciation		Production	
ELECTIVES	Digital Literacy/	Robotics	*TBD	*TBD
ELECTIVES	Computer Science			
PHYSICAL	PE 9	PE 10	*TBD	*TBD
<b>EDUCATION</b>				
ADVISORY	Advisory 9	Advisory 10	CCR 11	CCR 12
<b>POWER HOUR:</b>	Power Hour	Power Hour	Power Hour	Power Hour
FOR EL				
STUDENTS				

<sup>\*</sup>TBD: To be determined. This charter petition will cover 2017-2022 serving grades TK-10)

#### HIGH SCHOOL COURSE OFFERING

This section provides a description of academic courses with examples of instructional strategies and student applications of learning embedded into the curriculum. Stephen W. Hawking Charter School will reserve the right to modify the instructional program (course offerings) and strategies where necessary to serve the needs of the school community, while continuing to mandate to provide UC approved A-G course of study. Students will be required to take 4 years of English.

#### ENGLISH LANGUAGE ARTS COURSES: HIGH SCHOOL

The English Language Arts curriculum of Stephen W. Hawking Charter School will be founded on the belief that all students will be capable of achieving mastery over academic English, provided intentional, vertically aligned, rigorous instruction and the necessary scaffolding to access college preparatory curriculum. Using the common core standards as a base, the first priority of the English Language Arts program will be the development of academic language. All Stephen W. Hawking Charter School English classes include: in-class reading, timed writing and explicit vocabulary instruction. Classes will be vertically aligned to AP Literature and Language courses. Additionally, since the electronic summative state assessment is largely based on reading and writing proficiency, there will be an expectation

that English teachers infuse technology in their daily instruction.

## **ENGLISH 9**

The main purpose of this course is to analyze literature and expository text in greater depth and produce complex writing assignments. Students will continue to apply the knowledge and skills acquired in earlier grades with more refinement, depth, and sophistication with gradeappropriate material. Ninth grade students are expected to read 1.5 million words annually, including a good representation of classic and contemporary literature, magazines, newspapers, and online articles, as stated in the California Reading/Language Arts Framework. Students will apply and refine their command of the writing process and writing conventions to produce original narrative, persuasive, expository and descriptive texts of at least 1,500 words each.

English 9AB will be organized into three standards- based instructional components that focus on persuasion, exposition, and literary analysis, integrating skills of reading, writing, listening and speaking. During the persuasion component, students will read persuasive texts, with a focus on the credibility of an author's argument, the relationship between generalizations and evidence, the comprehensiveness of evidence, the way in which the author's intent affects the structure and tone of the text, and extend ideas through original analysis, evaluation, and elaboration. Students will also write persuasive essays and deliver persuasive presentations, in the exposition component, students will read expository texts, with a focus on synthesizing and extending ideas presented in primary and secondary sources, including works by a single author dealing with a single issue. In addition, students will write expository essays and deliver expository presentations.

During the literary analysis component, students will read literary texts, with a focus on analyzing central themes in multiple works as well as analyzing themes in relation to issues of an historical period. Students will write responses to literature and deliver oral responses to literature.

#### **ENGLISH 10**

The major purpose of this course is to emphasize analyzing literature in greater depth, analyzing expository text, and producing more complex writing assignments. Students will continue to apply the knowledge and skill acquired in previous grades with more refinement, depth, and sophistication with grade- appropriate material. Tenth grade students are expected to read 1.5 million words annually, including a good representation of classic and contemporary literature, magazines, newspapers, and online articles, as stated in the California Reading/Language Arts Framework. Students will apply and refine their command of the writing process and writing conventions to produce original narrative, persuasive, expository and descriptive texts of at least 1500 words each.

English 10AB will be organized into three standards- based instructional components that focus on persuasion, exposition, and literary analysis, integrating skills of reading, writing, listening, and speaking. During the persuasive component, students will read persuasive texts, with a focus on the credibility of an author's argument, the relationship between generalizations and evidence, the comprehensiveness of evidence, the way in which the author's intent affects the structure and tone of the text, and extend ideas through original analysis, evaluation, and elaboration. Students will also write persuasive essays and deliver persuasive presentations. In the exposition component of the course, students will read expository texts and use what they have learned to establish and controlling impression or coherent thesis that

conveys a clear and distinctive perspective on a subject and maintain a consistent tone and focus throughout a piece of writing.

They will use primary and secondary sources accurately, distinguish between information and the significance of the data, be aware of audience, anticipate misunderstandings, and use subject- specific terms accurately.

During the literary analysis component of the course, students will read literary texts, recognize and understand the significance of various literary devices, including figurative language, imagery, allegory, and symbolism, and explain their appeal. Students will also explain how voice, persona, and the choice of a narrator affect characterization and the tone, plot, and credibility of a text. Students will write responses to literature and deliver oral responses to literature.

#### **ENGLISH 11: CSU WRITING**

Students in the 11th grade will take an English course created by the California State University system. This will be a two semester expository reading and writing course that includes explicit instruction in key skills identified by researchers. This course will be intended to ensure that all students will be ready to take AP level English coursework their senior year. This course will be rounded out/modified by our English teachers to ensure any standards outlined in the Common Core, but not addressed by the CSU curriculum will be included in their pacing plans.

# **ENGLISH 12: AP ENGLISH LANGUAGE**

This course is designed to parallel college- level English courses. It exposes students to prose written in a variety of periods, disciplines, and rhetorical contexts. The course emphasizes the interaction of authorial purpose, intended audience, and the subject at hand. Students learn to develop stylistic flexibility as they write compositions covering a variety of topics.

## ENGLISH LANGAUGE DEVELOPMENT: POWER HOUR

Stephen W. Hawking Charter School acknowledges that English Language Development should be a life-long pursuit for all students, not only those for whom English is not their primary home language. The mastery of formal register (i.e. academic language, professional language conventions, and industry jargon) is key to accessing and maintaining career paths that are both personally rewarding and advantageous toward social mobility. In light of this reality, Stephen W. Hawking Charter School will endeavor to develop the English language skills of all of its students through a daily **Power Hour**: a time set aside during the regular day schedule for students to participate in a language development class that is tailored to their particular characteristics, skills, and needs.

Students identified as English Learners will be programmed into the appropriate level English Language Development course, in accordance with the school's English Learner Master Plan. Standard-English learners or English-only students who are identified by their teachers as having language skills gaps that may require intervention will have their skills determined by means of formative and summative assessments, standardized tests, and anecdotal observations. Teachers will then design and execute instructional plans that include fitting intervention resources based upon student skill levels.

Students identified as having grade-level or above grade-level language competencies may receive college preparatory language supports to expand their mastery of the English language. For these students, Power Hour supports might include:

- SAT/ACT/AP vocabulary building
- Advanced reading strategies (e.g. Mortimer Adler's *How to Read a Book*)
- Advanced writing strategies (e.g. timed writing workshops)
- Debate classes
- Public speaking skills classes
- Technical writing classes (e.g. journalism, script writing, memo writing).

Students who possess competencies above grade-level may elect to pursue an accelerated pacing plan, in coordination with their teacher.

Power Hour will integrate English Language Development (ELD) into the education of all students, regardless of their skill level or primary home language. This strategy reinforces the instructional goal of imbuing life-long learning as a core value for all students. Power Hour will provide students with essential skills to prepare them for post-secondary life, and will promote a persistent positive growth mindset for all.

## MATHEMATICS COURSES: HIGH SCHOOL

High school students will be required to take at least three years of mathematics; four years recommended. Students at Stephen W. Hawking Charter School will be enrolled in the Integrated Math Pathway. The Charter School shall comply with all applicable requirements of the California Mathematics Placement Act of 2015.

Common internationally, the integrated sequence is meant to take math learning out of the silos and teach students how to bridge connections among math topics. There are 3 levels of integrated math, starting with Integrated Math 1 in grade 9.

### INTEGRATED MATH I

This course is the first of an integrated and investigative mathematics program designed to use patterns, modeling, and conjectures to build student understanding and competency in mathematics. The majority of this course will focus on building algebra I, geometry, and statistics skills. However, the overarching goal of this course is to teach students how to learn math differently than they may have previously done; so students will be trained on methods of learning as well as content. The students will be expected to learn through collaboration, collection of data, experimentation, and conjectures. Technology tools will also play an important role in learning. This course aligns perfectly with the five goals of the UC Mathematics requirement. The students will learn mathematical sense making, make and test conjectures and justify conclusions, use mathematical models to represent real world data, be able to provide clear and concise answers, and have computational and symbolic fluency. All five of these goals will be embedded in both the curriculum and the core pedagogical beliefs of the Math Department.

The purpose of Integrated Math I is to develop students' ability to think mathematically and develop their conceptual understanding of mathematics and procedural fluency in mathematics. Integrated I will extend the mathematics students learned in earlier grades and begin the

development of concepts Number Sense, Algebra, Functions, Modeling, Geometry, and Statistics and Probability needed for higher level mathematics courses. Extensive use of models/real- world situations, graphs obtained through hand- held technology and diagrams will help students see the connections between different topics which will promote students view as that of mathematics as a set of related topics. In addition, students will learn to solve problems graphically, numerically, algebraically, and verbally communicate all representations and connections. Students in this course will learn to use mathematical models to understand real world events and situations, and use algebraic reasoning to manipulate these models for deeper learning.

#### **INTEGRATED MATH II**

Integrated Math II, students will continue to develop algebra and geometry skills through engaging and real life applications. Students will build off of the standards they mastered in Integrated Math 1 building on geometry and algebra skills. These are reinforced and followed by lessons involving transformations, trigonometry and more in depth studies on functions and inequalities and their applications. Students will demonstrate abilities to reason logically and to understand and apply mathematical processes and concepts from algebraic operations and thinking; geometry and spatial sense, and data analysis and probability. More specifically, students will use:

- Number and Operation Understand numbers, ways of representing numbers, relationships among numbers, and number systems; understand the meaning and relationship of operations; and use computational tools and strategies fluently and estimate appropriately.
- Patterns, Functions, and Algebra Understand various types of patterns and functional relationships; use symbolic forms to represent and analyze mathematical situations and structures; and use mathematical models and analyze change in both real and abstract contexts.
- Geometry and Spatial Sense Analyze characteristics and properties of two- and three- dimensional geometric objects; select and use different representational systems, including coordinate geometry and graph theory: recognize the usefulness of transformation and symmetry in analyzing mathematical situations; and use visualization and spatial reasoning to solve problems both within and outside of mathematics.
- Measurement Understand attributes, units, and systems of measurement; and apply a variety of techniques, tools, and formulas for determining measurements.
- Data Analysis, Statistics and Probability Pose questions and collect, organize and represent data to answer those questions; interpret data using exploratory data analysis; develop and evaluate inferences, predictions, and arguments that are based on data; and understand and apply basic ideas of chance and probability.

- Problem Solving Build new mathematical knowledge through working with problems; develop a disposition to formulate, represent, abstract and generalize in situations within and outside mathematics; apply a wide variety of strategies to solve problems and adapt the strategies to new situations; and monitor and reflect on mathematical thinking in solving problems.
- Reasoning and Proof recognize reasoning and proof as essential and powerful tools of mathematics; develop and evaluate mathematical arguments and proof; and select and use various types of reasoning and methods of proof as appropriate.
- Communication organize and consolidate mathematical thinking to communicate with others; express mathematical ideas coherently and clearly to peers, teachers and others; extend mathematical knowledge by considering the thinking and strategies of others; and use the language of mathematics as a precise means of mathematical expression.
- Connections recognize and use connections among different mathematical ideas; understand how mathematical ideas build on one another to produce a coherent whole; recognize, use, and learn about mathematics in contexts outside of mathematics.
- Representation create and use representations to organize record and communicate mathematical ideas; and use representations to model and interpret physical, social and mathematical

## INTEGRATED MATH III

It is in the Mathematics III course that students integrate and will apply the mathematics they have learned from their earlier courses. This course includes standards from the conceptual categories of Number and Quantity, Algebra, Functions, Geometry, and Statistics and Probability. For the Mathematics III course, instructional time will focus on four critical areas:

- 1) Students see how the visual displays and summary statistics they learned in earlier grades relate to different types of data and to probability distributions. They identify different ways of collecting data—including sample surveys, experiments, and simulations—and the roles that randomness and careful design play in the conclusions that can be drawn.
- 2) The structural similarities between the system of polynomials and the system of integers are developed. Students draw on analogies between polynomial arithmetic and base- ten computation, focusing on properties of operations, particularly the distributive property. Students connect multiplication of polynomials with multiplication of multidigit integers, and division of polynomials with long division of integers. Students identify zeros of polynomials and make connections between zeros of polynomials and solutions of polynomial equations. Rational numbers extend the arithmetic of integers by allowing division by all numbers except zero. Similarly, rational expressions extend

the arithmetic of polynomials by allowing division by all polynomials except the zero polynomial. A central theme of the Mathematics III course is that the arithmetic of rational expressions is governed by the same rules as the arithmetic of rational numbers. This critical area also includes exploration of the Fundamental Theorem of Algebra.

- 3) Students derive the Laws of Sines and Cosines in order to find missing measures of general (not necessarily right) triangles. They are able to distinguish whether three given measures (angles or sides) define 0, 1, 2, or infinitely many triangles. This discussion of general triangles opens up the idea of trigonometry applied beyond the right triangle, at least to obtuse angles. Students build on this idea to develop the notion of radian measure for angles and extend the domain of the trigonometric functions to all real numbers. They apply this knowledge to model simple periodic phenomena.
- 4) Students synthesize and generalize what they have learned about a variety of function families. They extend their work with exponential functions to include solving exponential equations with logarithms. They explore the effects of transformations on graphs of diverse functions, including functions arising in an application, in order to abstract the general principle that transformations on a graph always have the same effect regardless of the type of the underlying function. They identify appropriate types of functions to model a situation, they adjust parameters to improve the model, and they compare models by analyzing appropriateness of fit and making judgments about the domain over which model is a good fit. The description of modeling as "the process of choosing and using mathematics and statistics to analyze empirical situations, to understand them better, and to make decisions" is at the heart of this Mathematics III course.

## PRE-CALCULUS

In Pre-calculus, students extend their work with complex numbers begun in Integrated Mathematics III or Algebra II to see that the complex numbers can be represented in the Cartesian plane and that operations with complex numbers have a geometric interpretation. They connect their understanding of trigonometry and the geometry of the plane to express complex numbers in polar form. Students begin working with vectors. Students also work with matrices, their operations, and find inverse matrices. They see the connection between matrices and transformations of the plane. Students use matrices to represent and solve linear systems. Students extend their work with trigonometric functions, investigating the reciprocal functions secant, cosecant, and cotangent and their graphs and properties. They find inverse trigonometric functions by appropriately restricting the domains of the standard trigonometric functions and use them to solve problems that arise in modeling contexts. Students add ellipses and hyperbolas to their work. They also work with polar coordinates and curves defined parametrically and connect these to their other work with trigonometry and complex numbers. Finally, students work with more complicated rational functions, graphing them and determining zeros, y- intercepts, symmetry, asymptotes, intervals for which the function is increasing or decreasing, and maximum or minimum points.

#### **HISTORY COURSES: HIGH SCHOOL**

Students will be required to take at least three years of History, including World History, U.S. History, and American Government/Economics.

#### WORLD HISTORY

Students will study major turning points that shaped the modern world from the late eighteenth century through the present, including the cause and course of the two world wars. They will trace the rise of democratic ideas and develop an understanding of the historical roots of current world issues, especially as they pertain to international relations. They will extrapolate from the American experience that democratic ideals are often achieved at a high price, remain vulnerable, and are not practiced everywhere in the world. Students will develop an understanding of current world issues and relate them to their historical, geographic, political, economic, and cultural contexts. Students will consider multiple accounts of events in order to understand international relations from a variety of perspectives.

This history/social science course will examine the major turning points of the modern world from approximately 1750 to the present. Components of this class will include: Renaissance Reformation, and the Enlightenment, the French Revolution, the Industrial Revolution, the Rise of Imperialism and Colonialism, the Second the Industrial Revolution, World War I, Totalitarianism, Capitalism, Socialism, World War II and Nationalism. Students should develop an understanding of the historic as well as the contemporary geographic, social, political and economic consequences of the various areas and problems they review.

#### U.S. HISTORY

This grade eleven course surveys the major turning points in American history in the twentieth century. The course begins with a selective review emphasizing two major themes: the nation's beginnings and the industrial transformation of the new nation. Throughout the course the application of constitutional principles to contemporary issues is addressed. Topics covered are the expanding role of the federal government and the federal courts, the continuing tensions between the individual and the state and between minority rights and majority power, the emergence of a modern corporate economy, the impact of technology on American society; culture change in the ethnic composition of American society, the movements toward equal rights for diverse groups such as racial minorities, gays and lesbians, people with disabilities, and women; and the role of the United States as a major world power. The course investigates the diversity of American culture, including religion, literature, art, drama, architecture, education, and the mass media.

## **U.S. GOVERNMENT**

Students apply knowledge gained in previous years of study to pursue a deeper understanding of the institutions of American government. They draw on their studies of American history and of other societies in the world today. This course prepares students to vote, to reflect on the responsibilities of citizenship, and to participate in community activities. Topics include the Constitution and the Bill of Rights; the Courts and the Governmental Process; Our Government Today; the Legislative and Executive Branches; Federalism; and State and Local Government. Contemporary issues, including key passages from the Federalist Papers and similar primary sources are studied in light of democratic principles.

## **ECONOMICS**

Economics for grade 12 is a one-semester course designed to help students become responsible decision makers as they are exposed to economic issues at the personal, local, national and

international levels. The course will focus on economic principles and concepts with emphasis on practical application as it relates to the consumer. The course is divided into four basic economic units: Fundamental economics concept, comparative economic systems, the principles of microeconomics, the principles of macroeconomics and international economics concepts. By the end of the semester students will:

- Be able to understand scarcity as the basic economic problem and how this connects to the law of supply and demand.
- Know the role that government plays in the economy in both a micro/macro sense.
- Comprehend the impact that international economic cooperation has on people's lives.
- Understand common economic terms and concepts and economic reasoning.
- Analyze the elements of the US market economy in a global setting.
- Understand the influence of the U.S. government on the American economy.
- Analyze issues of international trade, and explain how the economy of the world is interconnected
- Analyze issues of international trade.

# LABORATORY SCIENCE COURSE: HIGH SCHOOL

Students will be required to take at least two years of Science, two of which are laboratory courses chosen from Biology, Chemistry and Physics; three years are recommended.

#### **BIOLOGY**

The main purpose of this laboratory-based college preparatory course is to provide understanding of the basic biological concepts: the diversity of organisms; the cell; heredity; matter, energy, and organization of living systems; evolution of living systems; physiology; the biosphere and interdependence of abiotic and biotic factors. Focus will be on active student participation in laboratory investigations and the development of critical-thinking skills. Biology AB will provide the foundation for further studies in Biology.

#### **CHEMISTRY**

Chemistry is a laboratory- based college- preparatory course. Laboratory experiments provide the empirical bases for understanding and confirming concepts of matter in chemistry. This course will emphasize discussions, activities, and laboratory exercises, which promote the understanding of the behavior of matter at the macroscopic and molecular- atomic levels. Chemical principles will be introduced so that students will be able to explain the composition and chemical behavior of their world. In this class, students will develop an understanding of chemical concepts and theories as they relate to daily life. This course will help students analyze and understand the fundamentals of chemistry such as atomic structure, chemical reactions, matter, the periodic table, gas laws, acids and bases, energy and thermodynamics.

The purpose of this course is for students to be able to achieve the following:

- 1. Solve scientific problems by making observations and collecting data.
- 2. Acquire a basic understanding of chemistry as a basis for furthering education in the sciences.
- 3. Apply skills of measurement, observation, statistical, and technological skills to compare, contrast, and create useful models of the structure and properties of matter and the mechanisms involved in its interactions.

- 4. Improve their ability to learn independently by researching and drawing generalizations from science related articles, books, graphs, charts, and diagrams.
- 5. Explore the history of matter and discover future careers in chemistry and other sciences.

#### **PHYSICS**

Physics is an experimental science with the focus on Newton's three laws of motion, conservation of energy, thermodynamics, electromagnetic spectrum, and electricity and magnetism. It is imperative that a science literate citizen be able to employ problem-solving skills. Since much of the information presented now in physics concerns processes, which can be seen, pedagogical techniques, which permit students to conceptualize and visualize these processes, will be employed. Whenever possible, tables, graphs, and animations will be used to reinforce concepts. In addition, the use of SDAIE strategies will help strengthen the literacy of students.

Laboratory work will be a vital component in the science experience. Acquisition of quantifiable data, manipulation of the data through tables and graphs, and formulation of conclusions based on results should be emphasized. The State Content Standards in Science were developed so that every student would have access to a uniform quality and quantity of information in science.

## FOREIGN LANGUAGE

Students will be required to take at least two years of a Language other than English in the same language; three years recommended.

## **SPANISH 1**

Spanish 1 will be designed to lay a foundation for conversational and academic Spanish literacy. The course focuses on grammar, pronunciation, and oral presentations on the targeted language, Spanish. Students will: be introduced to the culture and history of the Spanish language; create a solid foundation onto which additional foreign language studies can be built; gain an ability to comprehend, read, speak, and write in Spanish; develop grammar and vocabulary skills through written and oral exercises; explore cultural aspects of the Spanish language and life in the Spanish-speaking world; develop listening/speaking/pronunciation skills through the use of apps and/or web-based resources as well as person-to-person communication opportunities; gain insights into their own language and culture; become more effective communicators; apply information learned to real life situations.

# SPANISH 2 (Prerequisite: Spanish 1 or equivalent)

Spanish 2 will be designed to enhance the students' knowledge with the Spanish language and to deepen their command of Spanish grammar. Students will develop the ability to communicate accurately and effectively in speech and writing within a range of authentic contexts; they will respond to the language demands of transactional and social contacts. Beyond this, students will gain insights into the Spanish and Latin American cultures while providing effective ways to integrate comprehension and productive skills with the teaching of culture. To do so, students will create an expanded core of vocabulary when listening to Spanish as it might be spoken in Spain and Latin American countries; students will write what they have heard orally in expanded paragraphs, using preterit, imperfect, and future tenses as well as using affirmative and negative commands; they will respond orally to questions about

daily life, expanding on the vocabulary learned in Spanish 1; finally, they will demonstrate an increased understanding of the cultures of Spanish-speaking countries by engaging in various projects that identify the everyday living activities of the Spanish and Latin American cultures.

# SPANISH 3 (Prerequisite: Spanish 2 or equivalent)

Spanish 3 will be designed for students who have successfully completed Spanish 2. This course will be conducted almost exclusively in Spanish, with limited English use for grammar explanations and remediation. Spanish 3 uses a communicative approach program that builds on prior knowledge of grammar, oral and aural literacy, and writing skills; students participate in all four areas of language acquisition. Students will achieve Spanish 3 reading proficiency by learning a well-developed vocabulary in addition to other linguistic features through the use of authentic literature. Literature will be a crucial addition to this course. The program offers technology and access to online learning system designed to integrate the learning of the target language with an appreciation for Spanish-speaking cultures around the world. The program meets the needs of the student, school, and community by providing students with a thorough grammar review, opportunities for speaking, literature readings, a focus on acquisition of knowledge, technology interaction, and an understanding of cultures, geography, vocabulary, and idioms, of the Spanish-speaking world within and outside of the community.

## **VISUAL & PERFORMING ARTS (VAPA)**

Students will be required to take at least one year of Visual and Performing Arts.

## THEATRE/PLAY PRODUCTION

This course provides a balanced theater arts program that emphasizes dramatic literature and/or musical theater activities that lead to the formal presentation of a scripted play. The class emphasizes awareness and practice in theater production, performance, direction, stage technique, voice, stage design, costuming, properties, and theater history. Students develop language skills and appreciation through reading dramatic literature from a worldwide perspective and writing critiques, character analyses, and play reports.

#### ART

The purpose of this course will be to provide a balanced visual arts program, which will guide students to achieve the standards in the visual arts. Introduction to Art will provide a foundation of visual arts knowledge and skills and their connections to other subjects, and explores the discipline in depth both intellectually and experientially. The course will serve as a prerequisite for all advanced visual arts courses in high school.

This will be an introductory art course that teaches the elements and principles of design by employing a variety of different techniques and mediums. In addition, this course will endeavor to create a safe space that nurtures and encourages self- expression and discovery while also building practical skills in drawing, design, painting, printmaking, and sculpture. Student will learn to use observational methods along with their imagination to create artworks. The course will teach students to be strong visual mechanics with the ability to critically analyze and discuss their own work, as well as the work of others. Through in- class discussions, critiques, and written reflections, students will learn to evaluate their own work, as well as offer constructive criticism and support to their peers. Along with learning to use relevant concepts and terminology in their discussion of images, students will learn the importance of history and social context to understanding visual art. After completing the course students should have a

better appreciation for the role art plays in the world around them, possible career opportunities in the arts, and it's relevance to their lives as well as to the broader contemporary culture.

## MUSIC APPRECIATION

This class emphasizes listening activities related to the structure or design of the music from perceptual, creative, historical, and critical viewpoints using a variety of musical forms and styles.

# **ELECTIVES TECHNOLOGY (non-core)**

Students will be required to take at least one year of Computers & Technology Courses.

#### DIGITAL LITERACY/COMPUTER SCIENCE

In this one-year course, students learn to use computational thinking to develop algorithmic solutions to real- world problems. They will begin to understand the different levels of complexity in problem solving and to determine when team projects might generate more effective problem solutions than individual efforts. Students will learn and use a programming language(s) and related tools, as well as appropriate collaboration tools, computing devices, and network environments. Finally, they will demonstrate an understanding of the social and ethical implications of their work and exhibit appropriate communication behavior when working as a team member.

## **ROBOTICS**

This instructional program prepares individuals to design, develop, program, and maintain robotic devices. It includes instruction in the history and development of robotic devices; the types of robotic devices used in industry and their component makeup; computer control systems and robot computer language programming; troubleshooting techniques, especially for servomechanisms, microprocessors, and computer operation; and the integration of these devices and factors into a total manufacturing system.

## PHYSICAL EDUCATION (Non-core and non-college preparatory)

Pursuant of Education Code Section 51225.3(a)(1)(F), Stephen W. Hawking will offer 2 Physical Education courses that students must take in high school. The course of study for these classes shall conform to the eight required content areas prescribed in Title 5, Section 10060 of the California Code of Regulations.

Students will learn the benefits of leading a physically active lifestyle along with a healthy diet to promote lifelong fitness. Students will learn how to assess personal fitness levels in order to set goals, make plans, and strive to achieve a healthy lifestyle. Students will also refine a variety of movement skills. These skills contribute to the enjoyment of physical activities, such as sports, that will grant students a wide range of options when it comes to staying healthy.

This course will also have an emphasis on positive social interaction. Students are expected to build social skills and develop desirable characteristics such as teamwork, problem-solving, and self- management skills that will carry over to lifelong social skills used inside and outside the classroom.

### ADVISORY 9/10

Students will be enrolled in Advisory in grade 9 and grade 10. Each student will work closely with their Advisory teacher (homeroom) to develop their Four- Year Plans, exploring and setting academic and career goals. Students will take part in team building activities, community service opportunities and work on their high school portfolio. Advisory also provides curriculum to increase student knowledge and ability in skills necessary for everyday living. The course emphasizes defining personal values, goal-setting and planning, making decisions and solving problems, evaluating information and dealing with media and peer pressure, communication and relationships, decision- making, wellness and personal safety, and contributing to your community.

## **COLLEGE READINESS 11**

The course will focus on preparing students on the various components and requirements in completing college/university applications. Students will create a portfolio that includes CSU Mentor High School Planner, UC/ Private School Personal Statement, EOP application, SAT/ACT registration and preparation, and the FAFSA Financial Aid forecaster. In addition, students will explore career planning using CDE's CareerZone.

#### **COLLEGE READINESS 12**

The course will serve as part 2 that focuses on preparing students to complete their college applications by creating a portfolio that includes CSU Mentor High School Planner, UC/ Private School Personal Statement, EOP application, SAT/ACT registration and preparation, and FAFSA Financial Aid application.

# **GRADUATION REQUIREMENTS**

The following chart provides the high school graduation requirements for Stephen W. Hawking Charter School. Our high school graduation requirements are equivalent to UC A-G eligibility requirements. In order to graduate students must complete at least 220 credits.

	UC MINIMUM Requirements for Freshman Admissions	STEPHEN W. HAWKING Graduation Requirements	Eligible Courses	COURSE CREDITS		
HISTORY	2 years of "A" courses, including 1 year of		World History	10		
	World History, Cultures & Geography; and 1 year of U.S. History or 1/2 year of U.S.	3 years of eligible courses	US History	10		
IIISIOKI	Hisotry and 1/2 year of Civics or American	(30 credits)	U.S. Government	5		
	Government		Economics	5		
			English 9	10		
ENGLISH	4 years of "B" courses	4 years of eligible courses	English 10	10		
ENGLISH	4 years of B courses	(40 credits)	English 11	10		
			English 12	10		
	3 years of "C" courses, including Algebra,		Integrated Math I	10		
MATU	geometry and intermediate algebra or	3 years of eligible courses	Integrated Math II	10		
MATH	appoved Integrated Math Courses. 4 years	(30 credits)	Integrated Math III	10		
	recommended		Pre-Calculus	10		
		- ( ), 11.1	Biology with Lab	10		
LAB SCIENCE	2 years of "D" courses from Biology, Chemistry, & Physics 3 years recommended	2 years of eligible courses (20 credits)	Chemistry with Lab	10		
	Chemistry, & Friysies 5 years recommended	(20 creats)	Physics with Lab	10		
		2 years (20 credits)	Spanish 1	10		
FOREIGN Language	2 years of "E" courses of the same language. 3 years recommended		Spanish 2	10		
EARTGOAGE	3 years recommended		Spanish 3	10		
		1 year (10 credits)	Theatre	10		
VAPA	1 yearlong "F" course in dance, drama/theater, music, or visual art		Art	10		
	drama treater, music, or visual art	(To credits)	Music Appreciation	10		
ELECTIVE	1 year of "G" courses chosen from 'a-f" subject areas or 1 year of an additional	1 year	Computer Science	10		
LECTIVE	approved "a-f" course beyond the miniimum requirement for that subject area	(10 credits)	Robotics	10		
Electives (Non UC A-G)						
PE	NI/A	2 years	Physical Education 9	10		
	N/A	(20 credits)	Physical Education 10	10		
			Advisory 9	10		
ADVICORY	N/A	4 years	Advisory 10	10		
ADVISORY	IN/A	(40 credits)	College Readiness 11	10		
			College Readiness 12	10		

#### WASC ACCREDITATION

Stephen W. Hawking Charter School will obtain and maintain Western Association of Schools and Colleges ("WASC") accreditation once the Charter School serves high school students.

# INFORMING PARENTS ABOUT COURSE TRANSFERABILITY & COLLEGE **ENTRANCE REQUIREMENTS**

All courses offered at Stephen W. Hawking Charter School will be transferable to other public schools, and meet the rigorous requirements of UC A-G eligibility requirements. Parents will be informed about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements in the High School Student/Parent Handbook, which will be available in both English and Spanish, and through meetings with the College Advisor that the Charter School will employ once it serves high school grades. Every student that is admitted will participate in an intake meeting that includes a student transcript review and progress towards graduation. Every exiting student will also receive an official transcript that serves as an official record of courses completed, academic grades and credits earned.

#### INSTRUCTIONAL MINUTES

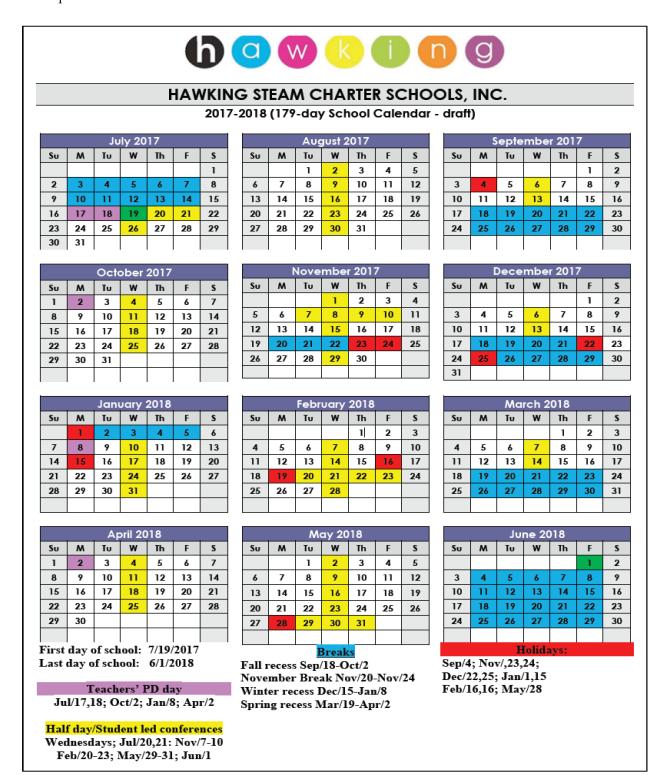
The following chart illustrates the total number of instructional minutes and days by grade level that far exceeds the state's requirements.

Grades	# of Regular Days	# of Instruc. Min./Reg . Day	# of Min. Days	# of Instruc. Min/Min Day	Total Number of Instr. Days	Minutes Req¹d Per State Law	Total # of Instruc. Min.	# of Instruc. Min Above/ Below State Req¹t.
TK	134	410	45	260	179	36000	66,640	30,640
K	134	410	45	260	179	36000	66,640	30,640
1	134	420	45	270	179	50,400	68,430	18,030
2	134	420	45	270	179	50,400	68,430	18,030
3	134	420	45	270	179	50,400	68,430	18,030
4	134	420	45	270	179	54,000	68,430	14,430
5	134	420	45	270	179	54,000	68,430	14,430
6	134	420	45	270	179	54,000	68,430	14,430
7	134	420	45	270	179	54,000	68,430	14,430
8	134	420	45	270	179	54,000	68,430	14,430
9	134	420	45	270	179	64,800	68,430	3,630
10	134	420	45	270	179	64,800	68,430	3,630
11	134	420	45	270	179	64,800	68,430	3,630
12	134	420	45	270	179	64,800	68,430	3,630

# ACADEMIC CALENDAR & WEEKLY SCHEDULE

The Charter School shall offer, at a minimum, the number of minutes of instruction set forth in Education Code section 47612.5, and the number of school days required by Title 5, California Code of Regulations Section 11960. At Stephen W. Hawking Charter School, the school year starts in July and ends in June. The Charter School is on a year-around calendar, similar to schools in Chula Vista. The Charter School provides all students with 179 instructional days, with the day starting at 8:30am and ending at 3:30pm on Monday, Tuesday, Thursday and

Friday, and with a shortened minimum day every Wednesday that starts at 8:30am and ends at 12:30pm.



## PROFESSIONAL DEVELOPMENT

The Charter School provides professional development ("PD") that is ongoing, sustainable, coherently focused; research-based; collaborative, and supportive of the instructional needs of teachers and the diverse needs of our students. All teachers are required to attend professional development and are held accountable for implementing the strategies and content taught during classroom observations, which are conducted by the Principal and Instructional Coach on a weekly basis. Professional development for all teachers includes:

- Kagan Collaborative and Engagement Strategies
- Eureka Math
- Smarty Ants
- Star Math
- Achieve 3000
- Next Generation Science Standards
- Khan Academy
- Hattie's research on effective teaching and learning (Visible Learning)
- Preparation for student-led conferences and Expos
- Arts Integration
- Buck Institute PBL

Professional development is provided through the following structure:

- 3-5 days of intensive summer professional development
- Twice per month on Wednesdays during the school year
- During three non-instructional days during the academic calendar. These days are allocated for school-wide review of student benchmark assessments

Members of the leadership team also attend and disseminate information from conferences that include:

- National Charter School Conference (NCSC)
- International Cultural Proficiency Institute
- California Charter Schools Association ("CCSA") Conference
- San Diego County Office of Education ("SDCOE") Curriculum and Instruction Symposium
- California Science Educators Conference

Through classroom walkthroughs and staff surveys, Professional Development opportunities are determined. The following chart is a list of our Professional and Learning Schedule for 2016-17 and 2017-18 school year.

Name of Professional Development	Purpose
Summer Welcome Back	Review procedures, protocols and schedules

Achieve 3000 CAASPP/LEXILE Data Analysis 3-5	Review last years' final assessment scores and understand how to integrate into Guided Reading time.
Smarty Ants TK-2 STAR Math 101	Nuts and Bolts of using STAR Math as benchmark assessment.
Culture of Creativity Arts Integration and Classroom Management	Guide teachers through the process of arts integration, Project Based Learning and assessment.
Student Led Conferences 101	Provide teachers with research and training about guiding students through the SLC process.
Backward Design Planning towards EXPO and Arts Integration 101	Present EXPO rubric, review curriculum maps and guided teachers through the process of how to launch a successful EXPO.
Learning Headquarters the art of Critique and PLC work	Writing consultant serves as a guide to assess current state of writing and compare to ideal state so that teachers can assess the gaps and address in PLC.
Kagan Instructional Strategies	Guide teachers through cooperative learning and whole brain teaching strategies.
Arts Integration Strategies	Guide teachers on research based strategies to delve deeper with arts integration.
BUCK Institute: Project-Based Learning	Align Project Based Learning techniques with CCSS and ensure that teaching contains rigor and accountability.
John Hattie's Visible Learning	Guide teachers through research based best teaching practices about teaching and learning.
Vertical Alignment and Class rosters for following year	Teachers meet with grades above and below their grade level to discuss vertical alignment strategies as well as discus students learning styles and their best placement for the following year.

Alongside Professional Development, teachers meet with administration by grade level to discuss benchmark data and other relevant grade level concerns and ideas. At the close of each academic year, the Charter School's teachers and staff will respond to a survey that will help inform the needs of professional development the following year.

# **CLASSROOM OBSERVATIONS**

The principal conducts informal classroom observations/walkthroughs on a regular basis. The walkthroughs provide teachers with immediate and constructive feedback in specific areas to

improve instruction that will affect student learning. As already mentioned, teachers are expected to implement strategies taught in Professional Development during instruction including walkthroughs.

## FORMAL OBSERVATIONS/TEACHER EVALUATION

All teachers are currently observed in the classroom by the Principal on an annual basis. The principal uses the cognitive coaching approach for all observations including the formal observation. The principal begins the observation protocol with a pre-observation conference in which teacher and observer discuss objectives of lesson to be observed as well as the content and context of the teaching and learning. At this time, the principal is able to offer some advice and gain a better understanding of the lesson. Within a week, the lesson observation will take place and the principal will document a record of the lesson. Within a few days or on the same day, the principal will hold a post-observation conference with teacher to communicate both strengths and weaknesses of the lesson. The principal will determine whether a follow up formal observation is necessary or if they are ready to complete the teacher evaluation.

Cognitive Coaching uses a three-phase cycle similar to teacher evaluation through clinical supervision: preconference, observation, and post-conference. The primary difference between Cognitive Coaching and evaluation is that Cognitive Coaching uses these cycles for the sole purpose of helping the teacher improve instructional effectiveness by becoming more reflective about teaching. While the preconference requires a teacher to articulate the day's goals and the post-conference calls for assessment, the teacher, not the coach, evaluates the lesson's success. Rooted in the clinical supervision theories of Goldhammer and Cogan, Cognitive Coaching adds to clinical supervision the dimension of enhancing teachers' intellectual growth (Costa and Garmston 1985, in press; Garmston 1990). It requires extensive coaching skills and teaches a set of strategies for creating a school environment that fosters teachers' abilities to make changes in their own thinking and teaching. The process supports informed teacher decisionmaking.

The ultimate goal of Cognitive Coaching is teacher autonomy: the ability to self-monitor, selfanalyze, and self-evaluate. In early cycles of Cognitive Coaching, the coach must draw these capacities from the teacher, but as the cycles continue, a teacher begins to call upon them internally and direct them toward an area of personal interest.

#### INTERVENTION & ENRICHMENT PROGRAM

The Charter School has learned that its students' attitude toward success of any caliber in any realm of school or life depends heavily on the attitude of the adults around them. Therefore, the adults in the Charter School make every challenge an opportunity to celebrate solving a problem, discussing a public issue or following a personal purpose. Stephen W. Hawking Charter School constantly reminds students to, "let it go and show what you know!" More important than being seen is achieving your personal best and learning from all experiences and mistakes.

## **ACADEMIC INTERVENTION**

Stephen W. Hawking Charter School has implemented the following academic interventions for students who struggle academically to improve student academic outcomes.

- 1. Instructional Assistants for each grade level collaborate with teachers and provide in class academic support through small group instruction, one-on-one instruction, and/or pull-out if necessary.
- 2. The following web-based reading and math programs are also used for academic intervention during the school day and after-school: Achieve 3000 and STAR Math These Common Core aligned programs provide differentiated instruction targeted to the student's individual level.
- 3. All students in grades K-6 participate in daily Guided Reading and Guided Math led by the classroom teachers to meet students at their academic levels.
- 4. After school Academic Lab that provides students with tutoring; homework support; and reading club.

## SOCIAL-EMOTIONAL INTERVENTIONS

Stephen W. Hawking Charter School provides the following social-emotional supports for students. As our school expands to serve middle and high school students, we will reassess our social-emotional program to ensure it meets the needs of our students.

- 1. Boys Circle provides a platform for boys to discuss issues that pertain to them under the guidance of a male mentor.
- 2. Girls Circle provides a platform for girls to discuss issue that pertain to them under the guidance of a female mentor.
- 3. Our school's Compassionate Communication Counselor leads our Embodied Awareness programs that help students navigate emotional stress using specific tools in order to control outbursts and negative behavior proactively.

# AFTER-SCHOOL TUTORING: ACADEMIC INTERVENTION LAB

Stephen W. Hawking Charter School provides an Academic Intervention Lab, an after-school tutoring program (open to all students in grades 3 and above. Our tutoring program provides students with a safe, small-group environment in which they can receive personalized attention from their teachers, as well as access the resources needed for successfully completing their assignments. Individual and small group tutoring as well as homework clubs are available throughout the school year.

Students identified as low achieving are strongly encouraged to attend targeted after school academic enrichment program tailored towards each student's needs. This specialized strategy provides the opportunity for struggling students to master the relevant subject's content standards. Low achieving students' progress is quantitatively measured through NWEA MAP (starting in the 2017-18 school year), Achieve 3000 and Star Math assessments with the goal of attaining at least one year's academic progress within the school year. The following chart illustrates the Charter School's before/after school program structure:

#### RESPONSE TO INTERVENTION

Stephen W. Hawking Charter School follows the Response to Intervention ("RTI") Tiered Instruction and Intervention model. In Tier 1, the teacher delivers a lesson with the adoption and use of an evidence-based curriculum. In addition, they differentiate instruction, providing instruction designed to meet the specific needs of students in the class. Students who do not show much progress in Tier 1 receive more intensive small-group instruction with the classroom teacher and interventionists, within the general education classroom in Tier 2. Tier 2 often lasts from six to nine weeks and provides additional instruction per week on specifically targeted skills based on the students' benchmark assessment scores. If students continue to show minimal progress, they are moved to a Tier 3 intervention. At a Tier 3 intervention, students receive individualized, intensive interventions that target specific academic skills. During the RTI process, our Student Success Team meets every 6-8 weeks to discuss the academic progress of the student going through the RTI process.

The Charter School has hired Instructional Aides to support all students, providing targeted assistance to students who need additional help.

The kindergarten interventionist meets students one-on-one and focuses on foundational skills in English language arts and math. Foundational skills of language arts consist of letter-name recognition of upper and lower case letters, letter sounds, writing penmanship, and grade level sight words. Foundation skills in math consist of number recognition to 30 and number bonds within ten.

The first and second grade interventionist meets with students in small groups or one-on-one depending on the students' needs. Each interventionist focuses on foundational skills for that grade level. They also provide differentiated instruction based student data and assessments.

For grades three to six, one interventionist focuses on ELA and a second one focuses on Math. These interventionists work with students in small homogenous groups, differentiating instruction based on CCSS and student data and assessments.

The Reading Interventionists works with RTI Tier 2 and Tier 3 students who need additional support in foundational skills and reading comprehension. Students meet with our reading interventionists twice a week in a small group of three to four students.

# **ENGLISH LEARNERS**

Currently, 50% of enrolled students are identified as English Learners (EL). Stephen W. Hawking Charter School will meet all applicable legal requirements for English Learners as they pertain 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 requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

All teachers have English Learner authorization credentials. The instructional coach provides all teachers with ongoing training to implement effective research-based strategies including SDAIE, GLAD, differentiation, scaffolding and Kagan Structures for Cooperative Learning. Teachers integrate the ELD Frameworks across all disciplines.

## STRATEGIES FOR ENGLISH LEARNER INSTRUCTION

Stephen W. Hawking Charter School provides English Learners with a solid foundation in academic language as well as opportunities to develop social language. English Learners are immersed in English language mainstream classrooms and receive small group instruction by their classroom teacher or other qualified teacher or staff to develop their English and to support their understanding of the curriculum throughout the school day.

Stephen W. Hawking Charter School believes English Learners should be taught using an academically challenging curriculum appropriate for the student's grade level. In order to support English Learners in reaching their potential, teachers scaffold instruction and teach students comprehension strategies for a more self-directed means of comprehending gradelevel curriculum. Other strategies include word study to examine cognates, etymologies, prefixes and suffixes, and spelling patterns. Teachers instruct students how to examine common text structures and use graphic organizers to organize information for better recall and comprehension. Visual representations of key vocabulary and/or realia are also used to help students comprehend new vocabulary. Students are given daily opportunities to use their language in practical situations. As English Learners delve into projects on a particular subject, they develop the categorical vocabulary associated with that topic and the social language needed to work successfully in a collaborative learning setting.

Stephen W. Hawking Charter School believes language is best learned when it is used repeatedly. Our students are expected to regularly share their opinions, ideas, and knowledge with their classmates, teachers, the school community, and the community-at-large. Through presentations, speeches, book readings, webpages, and other collaborative activities, EL students strive to communicate effectively and thus improve their English language skills. English Learners may be grouped into flexible groups based on current language objectives for each student. Student progress is monitored with formative assessments as well as assessments at the end of project cycles.

Stephen W. Hawking Charter School implements an academic program that delivers high quality instruction designed to meet the language needs of English Learners. Stephen W. Hawking Charter School provides an English language program that ensures students will meet and/or exceed the state English-Language Development Standards each year.

Teachers provide clear and attainable objectives and maintain explicit expectations that support a learning-centered environment. Teachers provide support for English learners through use of word walls, labeled visual representations for vocabulary, ideas, and content; explicit vocabulary instruction including etymology, academic language and student talk is infused, expected and encouraged throughout the day. This expectation of high vocabulary use and student talk is also encouraged during physical education, music, and art, for every grade level.

To support the implementation of the ELA/ELD Framework, the administration provides teachers with professional development on effective strategies for implementing the ELA/ELD Framework so that they address the needs of the varying levels of English Learners while also being aligned with and adhering to the CCSS aligned curriculum. The administration analyzes and uses data that includes: student work samples, assessments, routine observations, and walkthroughs to provide targeted feedback to teachers in meeting the needs of English Learners. Additionally, teachers and support staff participate in Professional Learning Communities that focus on addressing the needs of English Learners through targeted instruction through integrated and designated ELD, development of data driven lessons, as well as development of

strategic interventions. Teachers use data from formal and informal assessments to guide classroom instruction and targeted interventions.

It is expected for students to make a minimum gain of one level of proficiency annually on the CELDT/ELPAC. The Leadership Team meets on a regular basis to closely monitor the academic progress of English Learners and Long-term English Learners ("LTEL"); to identify and provide appropriate interventions as needed. In cases in which students are not making adequate progress, an intervention specialist and instructional assistant provide identified students further academic support in English Language Development through pullout and push-in instruction as well as small group instruction using focused interventions in reading, math, and other areas as identified.

#### **IDENTIFICATION**

Upon enrollment, each student's primary language is determined through use of a home language survey.

#### **CELDT TESTING**

Within 30 calendar days of their initial enrollment<sup>1</sup>, and at least annually thereafter until redesignated as fluent English proficient, students who are identified as having a primary language other than English, as determined by the home language survey, and for whom there is no record of results from an English language development test are assessed using the California English Language Development Test / English Language Proficiency Assessments for California ("ELPAC").

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

Currently, CELDT testing services are contracted though Sweetwater Union High School District Curriculum & Instruction, Office of Research and Evaluation. Starting with the 2017-18 school year, the school will administer the CELDT for Initial Assessment only; and the ELPAC Summative. Starting with the 2018-19 school year, the ELPAC is scheduled to replace the CELDT for Initial and Summative testing. Per the State Board of Education, the ELPAC Summative assessment will be administered only in the Spring (February – May). The ELPAC Initial Assessment will be administered upon enrollment for newly identified EL only. The assessments are submitted and the department processes score reports that are sent to our site. Results are sent home and also filed in the student's cumulative record file.

Stephen W. Hawking Charter School notifies parents/guardians of their child's results on the CELDT within 30 calendar days of receiving results. Within 90 days of initial enrollment, students identified as having limited English proficiency shall be further assessed for primary

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

language proficiency in comprehension, speaking, reading and writing. The Principal or his/her designee shall develop criteria for determining student needs on the basis of these assessments.

Before students are enrolled in a program for English Learners, parents/guardians shall receive information about the program and their opportunities for parental involvement. This information shall include the fact that an individual student's participation in the program is voluntary on the part of the parent/guardian.

Not later than 30 calendar days after the beginning of the school year, each parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title III funds shall receive notification of the assessment of his/her child's English proficiency. The notice shall include all of the following:

- 1. The reason for the student's classification as English Language Learner
- 2. The level of English proficiency
- 3. A description of the program for English language development instruction, including a description of all of the following:
  - a. The manner in which the program will meet the educational strengths and needs of the student
  - b. The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards
  - The specific exit requirements for the program, the expected rate of transition from the program into classrooms not tailored for English Language Learner students, and the expected rate of graduation from secondary school if Title I funds are used for students in secondary schools
  - d. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP
- Information regarding a parent/guardian's option to decline to allow the student to become enrolled in the program or to choose to allow the student to become enrolled in an alternative program
- 5. Information designed to assist a parent/guardian in selecting among available programs, if more than one program is offered

Parents/ guardians also shall be notified of the results of any reassessments.

## RECLASSIFICATION

Stephen W. Hawking Charter School provides additional and appropriate educational services to English Learners for the purposes of overcoming language barriers until the English Learners have:

- 1. Demonstrated English language proficiency comparable to that of the state's average native English language speakers
- 2. Recouped any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers English Learners shall be re-designated as fluent English proficient when they are able to comprehend, speak, read and write English well enough to receive instruction in the regular program and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study.

The administrative staff and instructional coach oversee the Fluent English Proficient reclassification process. The Stephen W. Hawking Charter School has developed a Reclassification Record Form that includes the following reclassification criteria:

- 1. Assessment of English Language Proficiency (overall CELDT level 4 or 5).
- 2. Teacher evaluation, including a review of the student's curriculum mastery and progress on academic standards and benchmarks.
- 3. Parent input and consultation.
- 4. Academic achievement results in English Language Arts-comparison of student performance in basic skills in English language arts in comparison with the performance of English proficient students of the same age (CAASPP & local measures for reading using NWEA MAP results.

The staff identifies EL students and gathers all required data to identify EL students who meet the reclassification criteria. Data and pertinent information are shared with teachers and parents. As part of the reclassification process teachers complete an evaluation of academic progress for students who qualify, and this information is communicated to parents who then approve the reclassification. The completed reclassification documents for students who meet all necessary criteria are forwarded to the District's Office of Research and Evaluation who verifies qualifications and updates student files as well as the necessary documents. These are then returned to our site to be filed in students' cumulative record files.

Parents/guardians shall receive notice and a description of the re-designation process, including notice of their right to participate in the process. Parent/guardian participation in the process shall be provided:

- 1. Comparison of performance in basic skills, including performance on the English Language Arts section of the California Assessment of Student Performance and Progress.
- 2. Objective data on the student's academic performance in English as determined by the CELDT/ELPAC.
- 3. Results on the student's NWEA Measures of Academic Progress Benchmark assessments.

## PROGRESS MONITORING FOR RFEP STUDENTS

The Principal and other support staff provide subsequent monitoring and support for redesignated students, including but not limited to, monitoring the performance of re-designated students in the core curriculum in comparison with their native-English speaking peers, monitoring the rate of re-designation, and ensuring correct classification and placement.

## PROGRESS MONITORING FOR EL STUDENTS

Stephen W. Hawking Charter School has developed a process to monitor the effectiveness of the Charter School's program for English Learners, which is modified as needed to ensure language and academic success for each English learner.

Teachers monitor the progress of our English learners. Teachers give both formal and informal assessments including NWEA MAP Benchmark assessments as well as curriculum-based

assessments in science, language arts, and math. They work in Professional Learning Communities groups to determine appropriate interventions targeted at each student's needs based on assessment results.

In addition, the following staff members provide support in monitoring the progress of our English Learners:

- The CELDT coordinator communicates with teachers, students, and parents to provide updates on progress; informs families about possible interventions that will meet the needs of EL students; and works to monitor the progress of EL students identified as part of the SST process.
- Intervention teachers and aides provide academic support based on the lessons teachers provide in class taking into account the specific needs of the students. The intervention teachers and aides provide documentation and updates to teachers to inform further intervention.
- The RSP teacher works with EL students who have an Individualized Education Programs ("IEP") to meet learning targets ranging from social, academic, and/or behavioral needs.

Administration meets with staff to communicate needs as well as expectations based on results. Administration may conference with specific teachers based on the needs of EL students in their class. They communicate CELDT data as well as reclassification information pertaining to EL students at each grade level.

## HIGH ACHIEVING STUDENTS

Stephen W. Hawking Charter School's project-based learning educational program focuses on higher-order thinking and critical thinking skills, with an interactive focus in which discovery, exploration, and problem solving form the guiding process for teaching and learning. Teachers at Stephen W. Hawking Charter School differentiate instruction through flexible grouping of students and multiple modalities. Teachers also offer multiple types of assessments allowing them to best assess the myriad of ways in which students can internalize and express their learning. In this way, all students along the spectrum from at-risk to high-achieving have their academic needs met. This approach makes the Charter School uniquely and effectively designed to meet the needs of all learners.

High achieving students will be served within the regular classroom program. Teachers use multiple strategies to differentiate instruction for diverse learning styles and ability levels within the Charter School's curriculum. Our integrated approach to planning and delivering instruction will be an effective approach for all learners, including gifted students.

Teachers will use a variety of assessment measures, including standardized assessment data and other classroom performance data, to identify students who are high achieving. Students who achieve significantly above grade level and/or demonstrate behaviors consistent with gifted ability may be appropriately identified. In certain instances, services such as psychological testing might be used to test students for gifted ability, depending on the availability of such services. Parents and guardians will be informed when their child is

suspected of being gifted or identified as gifted so that they can seek appropriate challenges and opportunities for their child.

Students who are identified as high achievers are provided with differentiation and instruction that is flexible enough to meet their specific needs. According to Carol Ann Tomlinson, "a class is not differentiated when all students are doing the same thing and no adjustments are being made to the difficulty levels of the assignments that are given" (Tomlinson, 1995). Stephen W. Hawking Charter School has adopted strategies recommended by Tomlinson and others researchers for effective teaching in mixed-ability classrooms, such as:

- Providing alternative and/or extension activities for students who have already mastered the content being taught;
- Allowing gifted and high achieving students to work at an accelerated pace;
- Providing opportunities for students to work in flexible groups with other intellectual
- Creating graduated task rubrics and product criteria negotiated jointly by the student and teacher:
- Asking open-ended questions, both in the classroom and on homework assignments, that stimulate critical thinking;

Incorporating a variety of the levels of thinking described in Bloom's taxonomy including the higher levels of analysis, evaluation, and synthesis, into lesson content and student work products. As a result of program differentiation using the strategies just described, the unique learning needs of advanced learners will be met within the regular classroom program.

## LOW ACHIEVING STUDENTS

Stephen W. Hawking Charter School aims to accelerate academic achievement for all students by maintaining an environment fostered by high expectations and rigorous instruction for all students. Understanding the importance of providing a variety of specialized supports that meet the learning needs of every student, Stephen W. Hawking Charter School uses a variety of methods to identify students' strengths and weaknesses, including those of at-risk students. Students may be deemed "at risk" if they are displaying any of the following characteristics: 1) Failure to meet expectations as indicated on standardized test results; 2) initial diagnostic assessments indicate skills in math, reading and/or writing are below grade level; 3) student has poor attendance; 4) student is not responding to academic interventions; and 5) student is displaying behavioral issues. Students identified as "at-risk" are referred to Response to Intervention ("RTI") Tiered Instruction and Intervention model. See "Response to Intervention" section for a description of services.

## SOCIO-ECONOMICALLY DISADVANTAGED

Through a warm and supportive learning environment, Stephen W. Hawking Charter School provides a consistent, cooperative, language-infused learning-centered program for students in a structured learning environment. Our school provides uniforms at no cost to students who are socio-economically disadvantaged, in addition to access to after school tutoring provided by credentialed teachers, and access to the after school program led by the YMCA. Students in the after school program are provided a quiet area where they are expected to complete homework and read before participating in other enrichment activities. South Bay Community

Services provides tutoring and homework support, in addition to hands-on learning and STEAM curriculum in order to extend student learning during before and after school hours.

In addition, Stephen W. Hawking Charter School has developed community partnerships that provide our students with experiences that extend beyond the school campus.

- UrbanCorps of San Diego County provides recycling services for the Charter School and educates our students in preservation and conservation.
- International Bridge Technologies, a civil engineering company, exposes our students to the world of civil engineering while also engaging in projects with our students.
- The Sierra Club Inspiring Connections Outdoors is a community outreach program dedicated to helping urban youth discover the outdoors. They provide adult supervision, equipment, food and transportation for hiking, snorkeling, and camping excursions for Stephen W. Hawking Charter School students, helping them learn how to safely explore nature and allowing them a chance to be kids – to climb rocks, splash in a stream, look at bugs, and be master of the mountaintop – while developing new skills and a desire to explore and protect open spaces.
- The Art Pratt Foundation provided funds to launch and implement the MusIQ program which funded the purchase of music equipment and software programs for the advanced learning of music.
- Before and After School Computer Lab is open for students who do not have internet
- Computers with access to the internet are available to parents who do not have internet access during the school day.
- Youth To the Core (the fitness and nutrition program brought to us by CCSA) and Good Neighbor Gardens (a program that runs during the day and after school to help educate students about health, nutrition and entrepreneurship).

### FOSTER YOUTH

Currently our charter school does not have any identified enrolled foster youth but recognizes the importance of establishing an infrastructure necessary to identify and track foster youth data, to share with the courts, child welfare, probation, and the San Diego County Office of Education, as necessary to support the educational success of foster youth students. Many of the families enrolling feel that it is a disadvantage to report this information and do not do so. In order to ensure that we know and understand the Charter School's students well, the Charter School will be assisting each family during enrollment with an enrollment packet and interview that will specifically help guide parents when filling out forms as well as help us truly understand each student that enrolls in the Charter School.

The Charter School is committed to disaggregating and tracking foster youth education data, including setting baseline data and specific targets for improvement thereafter. Together with key community partners, we can utilize these data to make strategic investments tailored for students in foster care, particularly around school stability.

Through collaboration with key partners the San Diego County Office of Education and our Authorizing district our charter will participate in comprehensive training for staff; to ensure resources are made available for our foster youth students.

## 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 Education Improvement Act.

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 El Dorado County Charter SELPA.<sup>2</sup> Stephen W. Hawking I, will continue with SouthBay County SELPA for the 2017-18 school year, and is in the process of applying to the El Dorado SELPA effective July 1, 2018; starting with the 2018-19 school year.

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.

Upon acceptance in a SELPA, the Charter School will provide the District evidence of membership. As an LEA member of the SELPA, the Charter School will receive state and federal revenues directly, in accordance with the SELPA's allocation plan.

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 participate in the state's quality assurance process for special education (i.e., verification reviews, coordinated compliance selfreviews, complaints monitoring, procedural safeguards, and the local plan). The Charter School will participate in internal validation review.

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.

### 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 which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the Charter School.

<sup>&</sup>lt;sup>2</sup> In the event that the Charter School is not accepted into the El Dorado County Charter SELPA for the 2017-18 school year, it will default to being categorized as a public school of the District for purposes of special education, in accordance with Education Code Section 47641(b). Special education and related services will be provided in accordance with a separately-negotiated memorandum of understanding.

A 504 team will be assembled by the Principal and shall include the parent/guardian, 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, which 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:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered 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 assessment under the IDEA 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 accommodations, modifications or services 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 at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

### Services for Students under the IDEA

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

The Charter School 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.

# The Charter School Must First Try to Meet Students' Needs Within the General Education Program.

A student cannot qualify to receive special education services until after the school has tried to meet his or her needs within the parameters of the general education program. The school will attempt a series of informal strategies to address struggling students' needs before employing the formal special education process. Two such approaches include Student Study Teams (SSTs) and Response to Intervention (RtI). The SST—a group that usually includes the student's school-site administrator, teacher, and parent—typically discusses the student's progress and identifies in-class strategies for the classroom teacher to try. RtI is an instructional approach designed to identify struggling students and provide interventions explicitly targeted to meet their needs.

# The Charter School Will Evaluate Whether Student Has Disability That Requires Special Education Services.

If the Charter School determines that general education programs cannot adequately meet a student's needs, they will refer the student for a professional evaluation to see if he or she qualifies to receive special education. Once the Charter School makes the referral and the parent consents/signs the assessment plan, the evaluation will be conducted within 60 days. The

evaluator assesses whether the student has a disability and whether that disability interferes with the student's education. The Charter School understands that Federal law requires schools to provide special education services to students who meet both of these criteria.

A Student Success Team (SST) will be the process by which students are identified for additional supports and individualized plans are created for each student based on their educational needs. The SST will include additional instructional supports, a timeline for implementation, an action plan summarizing goals and strategies for the student, and means for assessment. All SSTs will be communicated with parents, students, teacher(s) and the School Principal. See Attachment A.

## **DESCRIPTION OF SST:**

The SST is a systematic, individual, solution-oriented approach to assist students with factors that are interfering with academic success and social-emotional issues. The SST clarifies problems and concerns, develops strategies and organizes resources, provides a system for school accountability, and serves to assist and counsel the parent, teacher and student. All students can benefit from an SST, including but not limited to those students achieving below or above grade level, English Language Learners, students with special educational needs, and students who have experienced issues that might hinder their academic success at school.

## **IDENTIFICATION**

Anyone who has a concern for a student can refer that student for an SST for consideration. Students are referred to SST by teachers, parents, counselors, upon written recommendation by a doctor, administration, social workers and law enforcement representatives. The meeting is designed to bring out the best in the people involved.

# **SST FORM**

The SST can be an initial, review or termination meeting. SST meetings are set for six weeks of intervention with follow-ups every 6 weeks until it is deemed that termination of SST is appropriate. Student information, such as student strengths, parental/teacher concerns, assessment and evaluation results and any other information pertinent to service needs and provisions are recorded on the SST. A description of the individualized intervention program, which will meet the needs of the student, including specific strategies that will be used with the student, are documented. The current performance level is documented using assessments and/or other measurable data. Goals are articulated with a method of measurement. At least an 80% mastery rate is required on each objective for the goal to be met. A projected completion timeline for each goal is articulated with an objective, evaluation criteria and projected completion date.

## SST MEETING

Team members introduce themselves and their roles.

- Purpose and process of the meeting are stated
- Strengths are identified
- Concerns are discussed, clarified and listed
- Pertinent information and modifications are listed
- Concerns are synthesized with one or two chosen for focus
- Strategies to deal with are chosen; concerns are brainstormed
- Goals are developed

- Team chooses best strategies to create an RTI action plan
- Individuals make commitments to actions outlined in action plan to help students achieve goals
- Person/s responsible and timelines for actions are recorded
- Follow-up date is set

As part of the requirements of the El Dorado SELPA membership, members of the Leadership Team at Stephen W. Hawking I will attend all required workshops, meetings; and ongoing virtual and onsite discussions on legal requirements and compliance as it pertains to IDEA. Therefore, the Principal, Special Education Director will attend extensive professional Development as it pertains to Special Education.

## Student IEPs Define Their Special Education Services.

Once an evaluator recommends that special education services would be appropriate, a team of stakeholders come together to prepare an IEP—an individualized written statement defining the services the Charter School will provide for the student. Federal and state laws outline the IEP process, including setting timelines for completing and reviewing the plan (at least annually, but more frequently if student needs change); specifying what the plan should include (present levels, goals, measures of progress, services to be provided, inclusion in the general education setting); and designating required IEP team participants. The IEP team will minimally include the student's parents, a school administrator, a special education teacher or service provider, the student's general education teacher, and the evaluator who determined the student's eligibility for services. The IEP becomes a legal document requiring the Charter School to provide the services described for the student.

## The Charter School Will Receive Professional Development in Special Education.

Due to the complexity of special education regulations and laws, the Charter School will participate in professional development in order to ensure compliance to IDEA.

### 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 IDEA. 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 polices relating to all special education issues and referrals.

# Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School 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 IDEA, 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 Individualized Education Program ("IEP") meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Principal and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; the student's parent/guardian; 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 IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

### **IEP** Development

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and 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 at least as frequently as report cards are provided for the Charter School's non-special education students. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

## Interim and Initial Placements of New Charter School Students

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

# "A Typical Day"

As the school day begins at Stephen W. Hawking Charter School, students enter the school grounds down the halls, where they are each warmly greeted by name. Approximately 50 students head straight to the cafeteria for breakfast, to receive a healthy meal, prepared by Revolution Foods. All meals served are organic, no-trans fats, and Non-GMO. The morning routine starts at 8:20am with a school-wide greeting, a student-led U.S. Pledge of Allegiance, an interactive review of the monthly character trait—Healthy (mind body and spirit), Being our Best (Growth Mindset), Being Open Minded (Thinking Outside of the Box), Being Terrific (Trustworthy, Respectable, Responsible, Fair and Cooperative) and the Hbots pledge:

I pledge allegiance to myself, To be the best that I can be, I treat myself, My family, teachers and friends, With kindness, respect and integrity. With passion and grit And creativity, My life is a choice, Success is up to me.

Teachers meet their students and lead them in lines straight to their classroom, with the school song playing in the background.

Every classroom begins the day with a classroom meeting where students are encouraged to "empty the cup," a practice where students express what's on their mind before learning occurs, in order to clear their minds and be able to focus. Once in the classroom, the teacher discusses the day's objective, and expectations. The message is clear: 'We are here to learn.' Classroom set-up varies by classroom and activity, as teachers re-arrange desks, tables and chairs, a Kagan Cooperative Learning strategy used to increase student engagement. Teachers begin their lessons using academic language, accessing student prior knowledge, using sentence frames, and words of encouragement. Students participate in turn and talk strategies, small group instruction and discussion, and think-pair-share activities, engaged in academic discourse. Our

teachers are cognizant that every moment and interaction with students is a teachable moment. The following provides a snapshot of a typical day for a student at Stephen W. Hawking STEAM Charter School by grade level:

- Transitional Kindergarten students are deeply engaged in their cooperative groups as they assemble the weather mobiles they created. The mobiles feature several cards with a student-created drawing about a weather event on one side and a student-written sentence about it on the other. It's exciting to see them engaged in a tricky fine-motor task of twisting pipe cleaners to connect the cards. Teachers exclaim, "kiss your brain" as a celebration and "stretch your brain" as a motivator while they successfully work to complete the task. Students who complete the tasks before others then move to a STEAM center in the classroom or help their peers in class.
- Kindergarten: Students seated in a circle on the carpet, sharing their "pits" and "peaks," an activity where students discuss the previous days' highs and lows and what things they will work on today. Students then take turns celebrating each other's' accomplishments from the day before and the class responds with a "kiss to the brain" or and "ooh la la." Afterwards, students practice the days of the week, months of the year, colors, the alphabet and numbers using dance and songs. The rest of the day consists of Literacy instruction in a 75-90 minute block in centers and Guided Reading. During math block that consists of minutes, teachers integrate Cognitive Guided Instruction alongside centers, through Guided Math and students using apps with their iPad.
- 1st grade: Teachers and students review the daily agenda and discuss the standards as they relate to STEAM. During center time, students are fully engaged in self-directed meaningful activities that include: reading books; using RAZkids (Learning A to Z); Starfall on iPads; practicing math concepts using ZEARN Math on iPads; sequencing numbers with a partner on the rug; or gathered at the easel using ten frames and Eureka-based manipulatives to practice their nine facts; studying words using a sight word game, a phonics game, alphabetizing words (to the third letter!), "engineering" sight words using connector blocks; using observation skills as they carefully study and then draw, color, and label the classroom aquarium. With students focused their own learning; the teacher provides targeted instruction to a small group of students at a kidney table.
- 2<sup>nd</sup> grade: Preparations for the upcoming student-led conferences are underway in second grade. Students and teacher begin the day sitting in a circle on the rug holding a class meeting, allowing each student to reflect and orally rehearse what they will later write as they go around the circle, sharing a social-emotional strength, an academic strength, and then something they intend to work on at school. All students are expected and required to participate and use complete sentences, while the teacher provides prompts and scaffolds as needed. Students then return to their seats to write their reflections to the same prompts. The teacher and instructional assistant circulate throughout the classroom to observe, encourage and support students.

- 3rd grade: After practicing cursive for a few minutes, the third graders promptly switch gears to review last night's homework as a classroom activity. The teacher uses and models academic language in her explanations. Then the class sings a song as they transition to the next activity, a quick review of math facts via the Flocabulary Challenge Rap video, which flashes facts across the screen and students call out responses. If a student hesitates, the teacher pauses the song and has the student rehearse the fact with a partner and then asks them to share the commutative property for that fact before resuming the video. Transitions are seamless as students move on to solving extended fact problems (90 x 8, 6 x 60, etc.), first on their personal whiteboards, and then reviewed as needed by the teacher. They break out in a song for multiplying facts at times and then continue. Another transition song and they are engaged in a discussion as they decompose and multiply numbers. Intellectually engaged, the teacher prompts students to think more deeply by saying, "Turn to your partner." "Share your thinking with the group." "Why do we do that?" "Please clarify." Most importantly, the teacher asks, "are there any other methods by which this problem can be solved?" This process encourages students to think critically and illustrate multiple ways to solve problems.
- 4th grade: In fourth grade, we see the "6-a-Day Language Review." The teacher discusses the correct response and then transitions to a discussion on each section and why it makes sense. Students segment words, studying the etymology of each part – prefix, base/root, and suffix making connections to similar words. Maintaining a brisk pace, they transition to the math lesson, starting with a review of homework, including a song about area and perimeter, and use of the academic vocabulary "prime" and "composite." When a student struggles, rather then telling the student what to do, the teacher prompts the child with, "Explain what you've done and what are you trying to solve?"
- 5<sup>th</sup> grade: In the fifth grade classroom, students are collaborating in groups solving and presenting a real world math problem using SOLVE. Students study the problem and then decide on a plan of attack. They analyze the information and decipher what is important and what is not. They deliberate among themselves and decide on what operation(s) to use and what strategies to use. They write their solutions using sentences to explain their steps and solution. After a few minutes, the teacher calls the groups back together; and group-by-group they share their problem, their thinking, and their solutions.
- 6th grade: In their collaborative teams, sixth graders are in the midst of a KnowAtom science investigation about the change in density of salt water in a closed system compared to an open system. In groups, students engage in discussions about how to collect the data, what measurements need to be taken, what tools to use, and then record the gathered data. A student hypothesizes that the closed system will stay the same and the open system will have less density and another student counters with the opposite. They plan to collect data daily for a few days, which should either confirm or disprove the hypothesis.

In the PE area, a classroom teacher and the PE technician are in the midst of the daily 30minute lesson. Students begin with student-led stretches, running laps and then engage in a structured PE lesson.

In the music classroom students are engaged in focused partner talk and displays of academic vocabulary (definitions and visuals included) pertaining to musical instrument families, are vividly displayed on the walls. Students may be engaged reading musical notes, a fingering chart for the recorder, and information about this month's composer – all referenced by the instructor throughout the lesson. Students are enrolled in musical theatre or dance where they learn to be confident and focus on learning how to perform. Our school hosts 3 student performances a year.

The Special Education Resource Teacher can be found working with special education students sitting at a table in the halls or in the classroom, while the instructional assistant provides push-in support for specific students in the classroom. The school psychologist is also works with students as part of the assessment process or may be following up based on the students Individualized Education Plan (IEP).

Around 10am, students head for their recess break. They can be found at the craft and game table, some are designing and testing paper airplanes at another table, and others are enjoying a snack. Students excitedly talk about classroom projects, the upcoming Dance-a-thon and Expo.

During lunch all students are provided with a healthy meal prepared by Revolution Foods. Afterwards the students identified as Stewards of the Land, separate leftovers as trash, recyclables, or compost. SOL Workers also maintain the student created garden beds by watering, seeding and weeding the areas during recess time.

As one observes the activities taking place in classrooms, collaborative nature of our staff is visible. There is continuity and alignment among grade levels. Evidence of interdisciplinary student projects are displayed on counters, shelving, and wall spaces. All classrooms feature:

- STEAM objectives written on the board that articulate what students will learn and be able to do in science, technology, engineering, the arts, and math
- Projects that integrate all STEAM areas aligned by Next Generation Science Standards (NGSS)
- Anchor charts in various grade level, subject, and skill- or procedure-specific charts posted and referenced by teachers and students throughout the day
- Academic vocabulary displayed throughout the classrooms and include definitions and visuals
- Word walls spelling, high-frequency words posted for student reference
- Kidney table utilized in small group differentiated instruction
- Laptop/iiPad cart for student technology devices that are used daily
- Student gathering/meeting area/rug used for lessons, class meetings, community building, read alouds
- Achieve 3000 and Smarty Ants progress charts aligning to CCSS
- Use of Essential questions outlining Project Based Learning Projects are posted.

- Clip chart / table points/ class dojo used by teacher as positive reinforcement of expected behaviors
- "PERFECT ATTENDANCE" each class receives a letter for each day that each student is present and on time to reinforce school-wide emphasis on the importance of attending school.
- Emergency backpacks and binders equipped with emergency procedures, snacks, rosters and contact information.
- Afterschool some students participate in HYPE, an after school program committed to fighting childhood obesity through team building activities; in after-school tutoring; homework support clubs; or Gadgets and Gizmos (an Engineering club) and World Dance.

Dismissal – another day of learning has come to a close at Stephen W. Hawking Charter School. Approximately, 100 students attend the various Afterschool activities provided onsite, while other head home. Our designated supervision staff direct traffic and ensure students are safe at all times. Our ASB students sell healthy snacks after school and remind parents of important dates of upcoming events. Approximately, 15 minutes after the school day ends, our teachers may be meeting in PLC's or attending Physical Fitness High Intensity Interval Training (HIIT) with the team-building and fitness trainer.

## GOALS & ACTIONS TO ACHIEVE THE EIGHT STATE PRIORITIES

# STEPHEN W. HAWKING CHARTER SCHOOL CHARTER ELEMENT 1 – EDUCATIONAL PROGRAM GOALS AND ACTIONS TO ACHIEVE THE STATE PRIORITIES

Pursuant to Education Code Section 47605(b)(5)(A)(ii), following is a table describing the Charter School's annual goals to be achieved in the state priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals.

# **Local Control Accountability Plan**

The Charter School will produce a Local Control Accountability Plan ("LCAP") using the LCAP template adopted by the State Board of Education ("SBE"). Pursuant to Education Code Section 47606.5, on or before July 1, 2015, and each year thereafter, the Charter School shall update the LCAP, including the goals and annual actions identified below. The Charter School shall submit the LCAP to its authorizer and the San Diego County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

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

Because each state priority has multiple parts, in order to align with the goals and annual actions to these multiple parts of each state priority, the Charter School has separated out the state priorities into "subpriorities."

**NOTE:** Stephen W. Hawking Charter School is expanding annually by one grade level and will serve grades TK-12 by the 2023-24 school year (which extends beyond the term of this charter petition renewal). Therefore, some subpriorities listed do not yet apply to the Charter School during the term of the charter petition and are labeled as "not applicable," for that reason. They will be addressed in the annual LCAP and the next charter renewal petition, as they become relevant.

# STATE PRIORITY #1—BASIC SERVICES

**ACTIONS TO** 

ACHIEVE GOAL

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))

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	SUBPRIORITY A – TEACHERS	
GOAL TO ACHIEVE SUBPRIORITY	100% of core teachers will hold a valid California Teaching Credential with appropriate English Learner authorization as defined by the California Commission on Teacher Credentialing, and will be appropriately credentialed and assigned.	
ACTIONS TO ACHIEVE GOAL	All core teacher candidates are screened for employment and will hold valid California Teaching Credential with appropriate English Learner authorization.	
SUBPRIORITY B – INSTRUCTIONAL MATERIALS		
GOAL TO ACHIEVE SUBPRIORITY	100% of students will have access to standards-aligned materials and additional instructional materials as outlined in our charter petition.	
ACTIONS TO ACHIEVE GOAL	All instructional materials purchased will be aligned to Common Core State Standards, Next Generation Science Standards, other applicable state content standards, and the charter petition.	
SUBPRIORITY C – FACILITIES		
GOAL TO ACHIEVE SUBPRIORITY	100% of students will receive instruction in facilities that are safe, secure, clean and well maintained.	
ACTIONS TO ACHIEVE GOAL	<ol> <li>Daily cleaning by janitorial staff to maintain cleanliness.</li> <li>Annual facility inspections (FIT Report) to screen for safety standards.</li> </ol>	
STATE PRIORITY #	2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS	
Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency		
SUBPRIORITY A – CCSS IMPLEMENTATION		
GOAL TO ACHIEVE SUBPRIORITY	All students will be instructed by teachers who participate in schoolwide Professional Development that focuses on the integration of Common Core State Standards.	

2. Set annual goals for ongoing CCSS Professional Development

1. Develop annual Professional Development Plan.

	3. Provide professional development for CCSS aligned curriculum & instructional materials.
	4. Monitor implementation through observations and grade level
	meeting discussions.
SUBPRIOR	RITY B – EL STUDENTS & ACADEMIC CONTENT KNOWLEDGE
GOAL TO	EL students will be supported in order to achieve academic content
ACHIEVE	knowledge through the implementation of the CCSS.
SUBPRIORITY	
	Develop annual Professional Development Plan.
	Set annual goals for ongoing CCSS Professional Development
ACTIONS TO	Provide professional development for CCSS aligned curriculum
ACHIEVE GOAL	& instructional materials.
	Monitor implementation through observations and grade level
	meeting discussions.
SUBPRIO	RITY C – EL STUDENTS & ENGLISH LANGUAGE PROFICIENCY
GOAL TO	EL students will gain English language proficiency through the
ACHIEVE	implementation of the English Language Development ("ELD")
SUBPRIORITY	curriculum, and EL specific instructional strategies for CCSS
	implementation
	Specially Designed Academic Instruction in English ("SDAIE"),      Cuided Language Acquisition Design ("CLAP") & Kagen
	Guided Language Acquisition Design ("GLAD") & Kagan instructional strategies will be incorporated in daily instruction.
ACTIONS TO	The progress of EL mastery of CCSS will be monitored through
ACHIEVE GOAL	ELA assessments in reading, language, oral and written
	language.
	EL students will receive designated and integrated ELD.
STATE PRIORITY #	3— PARENTAL INVOLVEMENT
Parental involvement	, including efforts to seek parent input for making decisions for schools, and how
	te parent participation
Subprior	ITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT
GOAL TO	
ACHIEVE	Provide parents with numerous opportunities to be involved.
SUBPRIORITY	
ACTIONS TO ACHIEVE GOAL	Host parent/student orientation annually
	Host Coffee with the Principal each trimester.
	Host English Language Advisory Council ("ELAC") meetings.
SUBPRIORITY B – PROMOTING PARENT PARTICIPATION	
GOAL TO	
ACHIEVE	Participation in School Site Council.
SUBPRIORITY	

ACTIONS TO ACHIEVE GOAL	Charter School administration will work to recruit parents to the School Site Council via school newsletters; correspondence sent home and monthly parent meetings with the Principal.
	SUBPRIORITY C – PARENT SURVEYS
GOAL TO ACHIEVE SUBPRIORITY	Solicit parent feedback via annual satisfaction surveys.
ACTIONS TO ACHIEVE GOAL	Annually, the Charter School will administer a student, staff and parent surveys on school effectiveness. Results of the parent survey will be presented to the Governing Board annually.

## STATE PRIORITY #4— STUDENT ACHIEVEMENT

Pupil achievement, as measured by all of the following, as applicable:

- A. California Assessment of Student Performance and Progress statewide assessment
- 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 California English Language Development Test ("CELDT") and/or English Language Proficiency Assessment for California ("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

SUBPR	SUBPRIORITY A – CAASPP: ELA/LITERACY AND MATHEMATICS	
GOAL TO ACHIEVE SUBPRIORITY	Increase the percentage of students scoring Proficient (Standard Met) on the CAASPP in ELA and Math by 2% annually both schoolwide and by numerically significant subgroup.	
ACTIONS TO ACHIEVE GOAL	<ul> <li>The Charter School will purchase CCSS-aligned instructional materials.</li> <li>The Charter School will implement CCSS-aligned benchmark assessments.</li> <li>Teachers will receive Professional Development on the CCSS to ensure classroom instruction meets the rigors of the CCSS.</li> <li>Provide academic intervention and supports through the SST process as described in this petition.</li> </ul>	
SUBPRIORITY B – API		
GOAL TO ACHIEVE SUBPRIORITY	The API is currently suspended. The Charter School will set goals to achieve appropriate results on any future accountability metric set by the State Board of Education and California Department of Education ("CDE").	

ACTIONS TO ACHIEVE GOAL	The Charter School will use the appropriate method of measurement developed by the SBE and CDE.		
	SUBPRIORITY C – COLLEGE & CAREER READY		
GOAL TO ACHIEVE SUBPRIORITY	<ul> <li>Students will be on track to be college and career ready by meeting UC "A-G" course requirements.</li> <li>Students in grades 10-11 will take the PSAT.</li> <li>Note: The Charter School will only be serving grades TK-10 by the end of the term of this charter petition.</li> </ul>		
ACTIONS TO ACHIEVE GOAL	<ul> <li>Provide UC "A-G" courses and support structures to ensure all students are prepared to meet UC "A-G" requirements.</li> <li>Provide all high school students with a College &amp; Career Counselor for College and Financial Aid Planning.</li> </ul>		
	SUBPRIORITY D – EL PROFICIENCY RATES		
GOAL TO ACHIEVE SUBPRIORITY	EL students will advance at least one performance level on the CELDT/ELPAC annually.		
ACTIONS TO ACHIEVE GOAL	EL students will receive in-class instructional support (designated and integrated ELD), which includes 1-on-1 teacher supports; small group instruction; use of SDAIE, GLAD, & Kagan instructional strategies.		
SUBPRIORITY E – EL RECLASSIFICATION RATES			
GOAL TO ACHIEVE SUBPRIORITY	EL students will be assessed annually for reclassification using the Charter School's reclassification criteria.		
ACTIONS TO ACHIEVE GOAL	EL students will receive in-class instructional support, which includes 1-on-1 teacher supports; small group instruction; use of SDAIE and ELD instructional strategies.		
	SUBPRIORITY F – AP EXAM PASSAGE RATE		
GOAL TO ACHIEVE SUBPRIORITY	NOT APPLICABLE DURING THE RENEWAL TERM		
ACTIONS TO ACHIEVE GOAL	NOT APPLICABLE DURING THE RENEWAL TERM		
	SUBPRIORITY G – COLLEGE PREPAREDNESS/EAP		
GOAL TO ACHIEVE SUBPRIORITY	NOT APPLICABLE DURING THE RENEWAL TERM		
ACTIONS TO ACHIEVE GOAL	NOT APPLICABLE DURING THE RENEWAL TERM		
STATE PRIORITY #	5—STUDENT ENGAGEMENT		

Pupil engagement, as measured by all of the following, as applicable: 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 SUBPRIORITY A – STUDENT ATTENDANCE RATES GOAL TO ACHIEVE The Charter School will increase ADA annually. **SUBPRIORITY** The Charter School will provide a safe, nurturing and engaging learning environment for all its students and families, including all subgroups ACTIONS TO enrolled; parents/families will be engaged throughout the year. ACHIEVE GOAL Students who do not meet attendance standards will be entered in the SARB process. SUBPRIORITY B - STUDENT ABSENTEEISM RATES GOAL TO ACHIEVE The Charter School will maintain chronic absenteeism rates <5%. SUBPRIORITY Students and parents will be informed of the Charter School's ACTIONS TO attendance policy as outlined in the Parent/student handbook ACHIEVE GOAL disseminated at the beginning of each school year. Students who do not meet attendance standards will be entered in the SARB process. SUBPRIORITY C - MIDDLE SCHOOL DROPOUT RATES GOAL TO The Charter School will maintain a dropout rate of less than 5%; ACHIEVE dropouts are defined as students staying in California but not returning **SUBPRIORITY** to a California public school. ACTIONS TO Regular and ongoing meetings with the school counselor and/or ACHIEVE GOAL administration; SARB process. SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES GOAL TO **ACHIEVE** NOT APPLICABLE DURING THE RENEWAL TERM **SUBPRIORITY** ACTIONS TO NOT APPLICABLE DURING THE RENEWAL TERM ACHIEVE GOAL SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES

NOT APPLICABLE DURING THE RENEWAL TERM

GOAL TO **ACHIEVE** 

**SUBPRIORITY** 

# ACTIONS TO ACHIEVE GOAL

## NOT APPPLICABLE DURING THE RENEWAL TERM

# STATE PRIORITY #6—SCHOOL CLIMATE

School climate, as measured by all of the following, as applicable:

- 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

and school cor	nnectedness	
	SUBPRIORITY A – PUPIL SUSPENSION RATES	
GOAL TO ACHIEVE SUBPRIORITY	The Charter School will maintain suspension rates below 5%.	
ACTIONS TO ACHIEVE GOAL	<ol> <li>Continue to implement "HBOT Monthly Character Traits."</li> <li>Continue to provide ASB Student Government to provide students with a voice, input and feedback.</li> <li>Continue to host the annual 6<sup>th</sup> Grade Camp to prepare students for middle school.</li> <li>Host award assemblies each trimester.</li> <li>The Charter School will assess Suspension &amp; Expulsion policies annually.</li> </ol>	
	SUBPRIORITY B – PUPIL EXPULSION RATES	
GOAL TO ACHIEVE SUBPRIORITY	The Charter School will maintain expulsion rates below 1%.	
ACTIONS TO ACHIEVE GOAL	<ol> <li>Continue to implement "HBOT Monthly Character Traits."</li> <li>Continue to provide ASB Student Government to provide students with a voice, input and feedback.</li> <li>Continue to host annual 6th Grade Camp to prepare students for middle school.</li> <li>Host award assemblies each trimester.</li> <li>The Charter School will assess Suspension &amp; Expulsion policies annually.</li> </ol>	
SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS)		
GOAL TO ACHIEVE SUBPRIORITY	Students, families and the school community will feel a sense of safety and connectedness.	
ACTIONS TO ACHIEVE GOAL	The Charter School will administer annual student surveys.	
STATE PRIORITY #	7— Course Access	

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, FRPMeligible, 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) <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)) Students, including all student subgroups (Hispanic, Socioeconomically GOAL TO Disadvantaged, English Learners) will have access to a broad course of ACHIEVE study and an academic and educational program as outlined in the **SUBPRIORITY** Charter School's charter. The Charter School will design its master schedule to meet the needs of its students using prior student academic performance. Master schedule ACTIONS TO will focus on Common Core State Standards, and interventions, as ACHIEVE GOAL necessary. STATE PRIORITY #8—OTHER STUDENT OUTCOMES

Pupil outcomes, if available, in the subject areas described above in #7, as applicable.			
	SUBPRIORITY A – ENGLISH		
GOAL TO ACHIEVE SUBPRIORITY	60% of students including subgroups will achieve annual growth as measured by the Northwest Education Association ("NWEA") Measures of Academic Progress ("MAP") benchmark assessment.		
ACTIONS TO ACHIEVE GOAL	All students will participate in NWEA MAP ELA assessments.		
	SUBPRIORITY B – MATHEMATICS		
GOAL TO ACHIEVE SUBPRIORITY	60% of students including subgroups will achieve annual growth as measured by NWEA MAP Benchmark assessment.		
ACTIONS TO ACHIEVE GOAL	All students will participate in NWEA MAP Math assessments.		

### **ELEMENT 2: MEASURABLE PUPIL OUTCOMES**

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

### MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

Accomplishments for each of the goals and outcomes in the table below directly support our mission to provide every Stephen W. Hawking Charter School student with an equitable, nurturing, and effective learning environment that promotes the development of 21st century skills: critical thinking, effective communication, presentation and creativity and collaboration, with a multicultural perspective and core values essential for academic and lifetime success.

# CHARTER ELEMENT 2: MEASURABLE PUPIL OUTCOMES CHARTER SCHOOL OUTCOMES THAT ALIGN WITH THE STATE PRIORITIES

Pursuant to Education Code Section 47605(b)(5)(B), following is a table describing the Charter School's outcomes that align with the state priorities and with the Charter School's goals and actions to achieve the state priorities, as identified in Element 1 of the charter.

The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed below, shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

## STATE PRIORITY #1—BASIC SERVICES

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))

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	SUBPRIORITY A – TEACHERS	
MEASURABLE OUTCOME	100% of core teachers will hold a valid California Teaching Credential with appropriate English Learner authorization as defined by the California Commission on Teaching Credentialing, and will be appropriately credentialed and assigned.	
METHODS OF MEASUREMENT	Initial and annual verification of core teacher credential as reported by the California Commission on Teacher Credentialing; California Longitudinal Pupil Achievement Data System ("CALPADS") reporting; and School Accountability Report Card ("SARC").	
	SUBPRIORITY B – INSTRUCTIONAL MATERIALS	

MEASURABLE OUTCOME	100% of students will have access to Common Core State Standards aligned materials and additional instructional materials as outlined in our charter petition.	
METHODS OF MEASUREMENT	The Principal will review all instructional materials before purchase; Charter School maintained list of textbooks and supplemental materials.	
	SUBPRIORITY C – FACILITIES	
MEASURABLE OUTCOME	<ol> <li>Annually, the Charter School will administer the Facility Inspection ("FIT") report and score will result in "compliance/good standing."</li> <li>100% of identified Required Corrections will be corrected within three months.</li> <li>Daily cleanliness spot checks will be performed.</li> </ol>	
METHODS OF MEASUREMENT	<ul> <li>Annual Facility Inspection Reports (FIT).</li> <li>School Accountability Report Card (SARC).</li> </ul>	
STATE PRIORITY #	2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS	
	mmon Core State Standards, including how EL students will be enabled to gain wledge and English language proficiency	
	SUBPRIORITY A – CCSS IMPLEMENTATION	
MEASURABLE OUTCOME	Annually, 100% of teachers will participate in ongoing CCSS Professional Development; and 100% of teachers will follow through with CCSS implementation in their classroom.	
METHODS OF MEASUREMENT	<ul> <li>Professional Development Agendas</li> <li>Professional Development Plan</li> <li>Grade Level meeting notes</li> <li>Classroom observation data</li> <li>Common Core aligned instructional materials</li> </ul>	
SUBPRIOR	RITY B – EL STUDENTS & ACADEMIC CONTENT KNOWLEDGE	
MEASURABLE OUTCOME	Annually, 100% of EL students will gain academic content knowledge through the implementation of the CCSS.	
METHODS OF MEASUREMENT	<ul> <li>EL Student Performance in CAASPP ELA/Math</li> <li>CELDT/ELPAC Assessment</li> <li>NWEA MAP ELA/Math Benchmark Assessments</li> <li>Formative &amp; Summative Common Core aligned Assessments</li> </ul>	
SUBPRIO	SUBPRIORITY C – EL STUDENTS & ENGLISH LANGUAGE PROFICIENCY	
MEASURABLE OUTCOME	EL students will progress at least 1 performance level annually on the CELDT/ELPAC.	
METHODS OF MEASUREMENT	<ul> <li>CELDT/ELPAC Assessment</li> <li>EL subgroup performance on CAASPP (Grades 3-8)</li> <li>Formative &amp; Summative Assessments</li> </ul>	
STATE PRIORITY #	3— PARENTAL INVOLVEMENT	

Parental involvement, the school will promot	including efforts to seek parent input for making decisions for schools, and how e parent participation	
Subprior	ITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT	
MEASURABLE OUTCOME	Provide parents with numerous opportunities to be involved.	
METHODS OF MEASUREMENT	<ul> <li>Sign-in sheets</li> <li>Parent/student handbook</li> <li>Coffee with the Principal (trimester)</li> </ul>	
Su	UBPRIORITY B – PROMOTING PARENT PARTICIPATION	
MEASURABLE OUTCOME	Parent involvement in School Site Council ("SSC") and/or English Language Acquisition Committee.	
METHODS OF MEASUREMENT	<ul> <li>Meeting Agenda &amp; Minutes committee (ELAC/SSC) meetings</li> <li>Sign-in sheets</li> </ul>	
SUBPRIORITY C - PARENT SURVEYS		
MEASURABLE OUTCOME	Ensure that at least 25% of families will complete annual parent/family surveys.	
METHODS OF MEASUREMENT	Results from Parent Surveys will be shared with all stakeholders at the beginning of the school year	
Pupil achievement, as  A. California As. B. The Academic C. Percentage of requirements, D. Percentage of California En Proficiency As E. EL reclassific F. Percentage of G. Percentage of	measured by all of the following, as applicable: sessment of Student Performance and Progress (CAASPP) statewide assessment c Performance Index (API) spupils who have successfully completed courses that satisfy UC/CSU entrance or career technical education ELs who make progress toward English language proficiency as measured by the nglish Language Development Test (CELDT) and/or English Language sessessment for California (ELPAC) ation rate spupils who have passed an AP exam with a score of 3 or higher spupils who participate in and demonstrate college preparedness pursuant to the nent Program (E.C. §99300 et seq.) or any subsequent assessment of college	
SUBPRIORITY A – CAASPP: ELA/LITERACY AND MATHEMATICS		
MEASURABLE OUTCOME	2016 CAASPP ELA & Math assessment results will serve to establish a baseline for growth targets. Increase the percentage of students scoring Proficient (Standard Met) on the CAASPP in ELA/Math by 2% annually both schoolwide and by numerically significant subgroup.	

• CAASPP Results

METHODS OF

MEASUREMENT

SUBPRIORITY B – API		
MEASURABLE OUTCOME	The API is currently suspended. The Charter School will identify measurable outcomes to achieve appropriate results on any future accountability metric set by the State Board of Education and California Department of Education.	
METHODS OF MEASUREMENT	The Charter School will use the appropriate method of measurement developed by the SBE and CDE.	
	SUBPRIORITY C – COLLEGE & CAREER READY	
MEASURABLE OUTCOME	<ol> <li>Ensure high school students are on track to be college and career ready by meeting UC A-G course requirements.</li> <li>Ensure students across all grade levels are at grade level to ensure college and career readiness for all students.</li> <li>Students in grades 10-11 will take the PSAT.</li> <li>EAP results from Grade 11 CAASPP. Spring 2021 EAP Results will serve as a baseline.</li> </ol>	
METHODS OF MEASUREMENT	<ul> <li>Ensure high school courses are UC A-G approved.</li> <li>PSAT Participation rate</li> <li>EAP Results from Grade 11 CAASPP ELA/Math Assessment. (post term of the charter petition)</li> </ul>	
	SUBPRIORITY D – EL PROFICIENCY RATES	
MEASURABLE OUTCOME	EL students will progress at least one performance level annually using the CELDT/ELPAC.	
METHODS OF MEASUREMENT	<ul> <li>EL Subgroup performance on CAASPP</li> <li>CELDT/ELPAC Results</li> </ul>	
SUBPRIORITY E – EL RECLASSIFICATION RATES		
MEASURABLE OUTCOME	Increase EL reclassification rates annually and ensure academic performance at grade level.	
METHODS OF MEASUREMENT	<ul> <li>Analysis of CELDT results</li> <li>CAASPP Assessments</li> <li>NWEA MAP Results</li> </ul>	
SUBPRIORITY F – AP EXAM PASSAGE RATE		
MEASURABLE OUTCOME	NOT APPLICABLE DURING THE RENEWAL TERM	
METHODS OF MEASUREMENT	NOT APPLICABLE DURING THE RENEWAL TERM	
	SUBPRIORITY G - COLLEGE PREPAREDNESS/EAP	
MEASURABLE OUTCOME	NOT APPLICABLE DURING THE RENEWAL TERM	

METHODS OF
MEASUREMENT

# NOT APPLICABLE DURING THE RENEWAL TERM

# STATE PRIORITY #5—STUDENT ENGAGEMENT

Pupil engagement, as measured by all of the following, as applicable:

- 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

E. 111gh school graduation rates						
SUBPRIORITY A – STUDENT ATTENDANCE RATES						
MEASURABLE OUTCOME	The Charter School will increase ADA annually.					
METHODS OF MEASUREMENT	<ul><li>Daily Attendance Records</li><li>ADA reports</li></ul>					
	SUBPRIORITY B – STUDENT ABSENTEEISM RATES					
MEASURABLE OUTCOME	The Charter School will continue to decrease student absenteeism rates.					
METHODS OF MEASUREMENT	<ul><li>Attendance Records</li><li>SART Records</li></ul>					
	SUBPRIORITY C – MIDDLE SCHOOL DROPOUT RATES					
MEASURABLE OUTCOME	Ensure middle school dropout rates <5%.					
METHODS OF MEASUREMENT	Offer academically engaging learning environments for all students including subgroups.					
	SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES					
MEASURABLE OUTCOME	NOT APPLICABLE DURING THE RENEWAL TERM					
METHODS OF MEASUREMENT	NOT APPLICABLE DURING THE RENEWAL TERM					
SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES						
MEASURABLE OUTCOME	NOT APPLICABLE DURING THE RENEWAL TERM					
METHODS OF MEASUREMENT	NOT APPPLICABLE DURING THE RENEWAL TERM					

# STATE PRIORITY #6—SCHOOL CLIMATE

School climate, as measured by all of the following, as applicable:

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					
SUBPRIORITY A – PUPIL SUSPENSION RATES					
MEASURABLE OUTCOME	The Charter School will maintain suspension rates below 5%.				
METHODS OF MEASUREMENT	<ul><li>CALPADS Reporting</li><li>SARC Report</li></ul>				
SUBPRIORITY B – PUPIL EXPULSION RATES					
MEASURABLE OUTCOME	The Charter School will maintain expulsion rates below 1%.				
METHODS OF MEASUREMENT	<ul><li>CALPADS Reporting</li><li>SARC Report</li></ul>				
SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS)					
MEASURABLE OUTCOME	Of the students surveyed, at least 75% will result in student satisfaction.				
METHODS OF MEASUREMENT	Student annual surveys				

## STATE PRIORITY #7— COURSE ACCESS

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, FRPMeligible, 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))

MEASURABLE OUTCOME	100% of students including all subgroups (Hispanic, Socioeconomically Disadvantaged, English Learners) will have access to the academic and educational program as outlined in the Charter School's charter.
METHODS OF MEASUREMENT	Master Schedule

# STATE PRIORITY #8—OTHER STUDENT OUTCOMES

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

1 , 0	, ,	, 11				
SUBPRIORITY A – ENGLISH						
MEASURABLE OUTCOME		cluding subgroups will achieve annual growth as A MAP benchmark assessment.				

METHODS OF MEASUREMENT	NWEA MAP ELA Benchmark assessments: 3 times/year				
SUBPRIORITY B – MATHEMATICS					
MEASURABLE OUTCOME	60% of students including subgroups will achieve annual growth as measured by NWEA MAP benchmark assessment.				
METHODS OF MEASUREMENT	NWEA MAP Math Benchmark assessments: 3 times/year				

### ELEMENT 3: METHODS OF MEASURING PUPIL PROGRESS

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. Education Code Section 47605(b)(5)(C).

The Charter School affirms that, 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.

# STUDENT INFORMATION SYSTEM

Stephen W. Hawking Charter School uses Infinite Campus as its Student Information System, as requested by Sweetwater Union High School District.

## MANDATED STATE ASSESSMENTS

Stephen W. Hawking Charter School agrees to comply with and adhere to state requirements for participation and administration of all state-mandated tests, including computer-based assessments. The Charter School shall submit and maintain up-to-date and accurate California Longitudinal Pupil Achievement Data System data. The Charter School hereby grants authority to the State of California to provide a copy of all test results directly to the District as well as Charter School.

School-wide and student subgroup progress is objectively measured by state-mandated annual assessments within the California Assessment of Student Performance and Progress administered to our students in grades 3-8, and 11 in ELA/Math, CAASPP California Alternate Assessment, the California Science Test (CAST) in (Grade 5, 8, high school), the Physical Fitness Test ("PFT") grades 5, 7, and 9, and the CELDT/ ELPAC.

## NWEA MEASURES OF ACADEMIC PROGRESS

Stephen W. Hawking Charter School will administer the Northwest Evaluation Association Measures of Academic Progress (MAP) for all grade levels, starting with Fall 2017.

MAP creates a personalized assessment experience by adapting to each student's learning level and precisely measuring student progress and growth for each individual. MAP assessments are computer adaptive interim assessments in Reading, language and mathematics that will be administered three times per year. MAP results provide powerful student growth data that informs instruction using valid, reliable and real-time data. It measures the growth of every student over time regardless of on, above, or below grade level performance and even if standards change. MAP data identifies concepts students are ready to learn, and group students for instruction. MAP also provides Skills Navigator that provides focused information teachers need to guide daily classroom instruction, and instructional resources that help each student master the specific skills they need to be successful. Skills Navigator supports educators in the classroom, enabling them to help students with diverse needs, close achievement gaps, use data to inform instruction, and monitor progress for every student, and can be used for Tier 2 Response to Intervention (RTI) progress monitoring programs. It creates and reinforces evidence-informed instructional practices, and evaluates programs and professional development needs. The staff can compare and predict student achievement and

growth over time via exclusive normative and growth information. MAP for Primary Grades (MPG) is an interim assessment for grades K-2, that supports students with colorful graphics and audio support.

## METHODS FOR MEASURING PUPIL PROGRESS TOWARDS OUTCOMES

The following chart provides an overview of the types of local and state-mandated assessments administered by subject area and frequency. These types of assessments are used to develop annual measurable outcomes, and further refine school-wide assessments in order to monitor student academic progress, inform instruction, drive curricular modifications, ensure student college and career readiness, and measure program efficacy. The Principal, teachers and staff are held accountable by the Charter School's governing board, to ensure all students are meeting annual growth targets and school-wide measurable outcomes.

ASSESSMENT	GRADE(S)	DESCRIPTION	SCHEDULE				
ENGLISH LANGUAGE ARTS							
CAASPP/SBAC (EAP)	Grades 3-8, 11	State Mandated	ANNUALLY				
NWEA MAP	TK-12	Local Assessment	3 times/year				
ACHIEVE 3000	Grades 2-6	Local Assessment	MONTHLY				
SMARTY ANTS	TK-2	Local Assessment	MONTHLY				
RAZ KIDS	TK-2	Local Assessment	3 times/year				
WRITING ASSESSMENT	TK-12	Local Assessment	3 times/year				
FORMATIVE ASSESSMENTS	TK-12	Local Assessment	DAILY				
SUMMATIVE ASSESSMENTS	TK-12	Local Assessment	WEEKLY				
MATHEMATICS							
CAASPP/SBAC (EAP)	GRADES 3-8, 11	State Mandated	ANNUALLY				
STAR MATH	TK-12	Local Assessment	3 times/year				
NWEA MAP	TK-12	Local Assessment	3 times/year				
FORMATIVE ASSESSMENTS	TK-12	Local Assessment	DAILY				
SUMMATIVE ASSESSMENTS	TK-12	Local Assessment	WEEKLY				
SCIENCE							
CALIFORNIA SCIENCE TEST (CAST)	GRADE 5,8, HS	State Mandated	ANNUALLY				
FORMATIVE ASSESSMENTS	TK-12	Local Assessment	DAILY				
SUMMATIVE ASSESSMENTS	TK-12	Local Assessment	WEEKLY				
<b>EXPO Presentations of Learning</b>	TK-12	Local Assessment	2 TIMES/YEAR				
HISTORY							
FORMATIVE ASSESSMENTS	TK-12	Local Assessment	DAILY				
SUMMATIVE ASSESSMENTS	TK-12	Local Assessment	WEEKLY				
ENGLISH LANGUAGE DEVELOPMENT							
CELDT/ELPAC	TK-12	State Mandated	ANNUALLY				
LANGUAGE POWER	TK-8	Local Assessment	MONTHLY				
PHYSICAL EDUCATION							
PHYSICAL FITNESS TEST (PFT)	GR. 5, 7, 9	State Mandated	ANNUALLY				

### REPORTING OF DATA

Stephen W. Hawking Charter School develops an annual SARC Report, administers Report Cards, holds Parent-Teacher Conferences and holds Local Control and Accountability Plan meetings as methods to inform all stakeholders on the Charter School's performance. Parents are able to participate and provide input in the Charter School's educational program. Stephen W. Hawking Charter School uses our accountability data as a means of evaluating the effectiveness of, and need for, new program initiatives.

The Principal presents at each governing board meeting on enrollment, attendance, student achievement, professional development, and issues pertaining to the Charter School.

## GRADING, PROGRESS REPORTING, & PROMOTION/RETENTION

The Charter School will send home report cards each trimester, which outline students' grades per the CCSS. The Charter School utilizes Infinite Campus as its Student Information System, to upload student progress throughout the year and a print out is provided to parents as well as filed in each student's cumulative record. Progress is tracked through monthly benchmarks (formative and summative assessments) and teachers are responsible for communicating students' progress to families.

Stephen W. Hawking Charter School provides students with opportunities to demonstrate their knowledge of each standard through various modalities. Students will earn participation grades for being engaged in class activities and discussions. Classwork and quizzes allow students to strengthen their learning through group and individual activities. Each grade level will participate in Expos, which act as summative assessments and allow students to show creativity through different mediums, such as presentations, debates, brochures, movies, etc. Through the different types of assignments, students will demonstrate the knowledge and skills required by the CCSS and have the opportunity to show their strengths in diverse ways.

Grade Scales for Middle School and High School.

A = 90-100%

B= 80-89%

C = 70 - 79%

D= 60-69%

F = 59% and below

## RETENTION POLICY

To ensure that student's progress through each grade level, as required by The Board, the schools shall adopt the following policy and practices. A student should demonstrate academic growth and understanding of the material in order to advance to the next grade level. The decision to promote or retain shall be primarily based on performance on the CCSS (Common Core State Standards). Retention can be considered for a student in any grade K-6 if the student has not met the criteria to advance to the next grade level.

### RETENTION POLICY: KINDERGARTEN

Kindergarten students who have completed one year in kindergarten shall be promoted to the first grade unless the parent/guardian and school administrator or designee agree that the student shall continue in kindergarten for no more than one additional year if he/she performs below grade level standards, receives a failing grade in Mathematics and English Language Arts, or has been deemed to benefit from another year in kindergarten based on their maturity/developmental needs.

## **RETENTION POLICY: GRADES 1-6**

If a student is identified as performing below the minimum core standards, the student will be retained in his/her current grade level unless the student's regular classroom teacher and SST team determines that retention is not the appropriate intervention for the student's academic deficiencies. The determination shall state the specific reason why retention is not appropriate and should include additional recommendations of interventions that the teacher believes are necessary to help the student thrive and reach acceptable academic levels. Appeals will be heard at the school level by the Principal (or designee). The burden of proof lies within the appealing party.

Hawking STEAM Charter Schools will identify students who are at risk for possible retention based on grades and other academic indicators such as report cards, CCSS (Common Core State Standards), Standardized Test Scores, and social and emotional maturation.

Grade 1st through 3rd: Students should be identified as candidates for retention primarily on the basis of their level of proficiency in reading.

Grade 4th through 6th: Students should be identified as candidates for retention on the basis of their proficiency in reading, mathematics, and English language arts.

Special consideration will be given to students with an IEP and to students with limited English proficiency. In this case students with limited English proficiency will be assessed in their primary language.

Procedures for Retention:

### 1. Notification:

When a student is identified as being at risk of retention, the teacher and/or the SST will notify the parent/guardian as early in the school year as practicable. Letters will be mailed out no later than (60 school days after the beginning of the year) for students who are at risk of being retained. The parent/guardian shall be given the opportunity to consult with teacher(s) responsible for the decision to promote or retain the student.

If the student does not have a single classroom teacher, the Principal or designee shall specify the teacher(s) responsible for the decision to promote or retain the student. The Principal or designee shall provide a copy of the school's retention policy at the time that the parent/guardian is notified that their student is at risk for retention.

Parent Notification- When a student is identified as a potential candidate for retention based on academic performance, an SST meeting will be scheduled prior to the first grading period and further data collecting will begin to further assess the student's needs. As previously stated, the student's performance will be based on multiple measures with an emphasis on reading and math.

## 2. Assessments and Interventions:

a. Student Response to intervention (RtI) – A student's Response to Intervention plan will be developed for at risk students to monitor their performance during the school year. The student's performance given these intervention(s) will be evaluated and further changes will be made to assist the student.

- b. If the teacher's recommendation to promote or retain is contingent upon the student's participation in intervention(s) such as:
  - 1) Before, During, and After School Intervention/Tutorials
  - 2) Reading and/or Math Intervention/Tutorials
  - 3) Classroom Interventions/Modified Instruction
  - 4) Accommodations

The student's academic performance will be reevaluated at the end of the remediation process and a reassessment will be done. The decision to promote or retain the student shall be reevaluated at this time. The final decision to promote or retain will be discussed with the parent/guardian, teacher, Principal (or designee).

### 3. Decision:

By the end of the second grading period, the Principal (or designee), teacher, and other resource personnel, as applicable, will review the results of the intervention plan through an SST meeting and will arrive at a consensus and determine the placement of the student for the following school year. The final decision to promote or retain the student will be made before the school year ends, or when intervention(s) have come to a close.

The ultimate decision to promote or retain the student will be made by the Principal, except in the case of a kindergarten student whose parent/guardian along with Principal or authorized designee must mutually agree that the student should remain in kindergarten.

The teacher(s) evaluations shall be provided to and discussed with the student's parent/guardian, the Principal or designee before the final decision is made to retain the student.

In all circumstances, a final SST meeting will be held to summarize all actions taken by the school and documentation will be filed in the student's cumulative record.

## 4. Appeal Process:

The Principal's final decision to retain or promote a student may be appealed consistent with educational codes, administrative regulations, and board policy. The burden shall be on the appealing party to show why the decision of the teacher should be overruled.

To appeal the retention of a student's, a written request shall be made by the appealing party to the guidance advisor specifically stating the reasons why the decision should be overturned. The appeal must be made 10 school days after the decision to retain was made, but prior to the end of the school year. The appealing party then must carry the burden to provide proof on why the decision should be overturned.

It will be the majority vote of the SST and Principal (or designee) to make the ultimate decision on whether the decision shall remain as is, or if it will be overturned.

The decision of the Principal shall be final.

### MIDDLE SCHOOL PROMOTION & RETENTION

The formal preparation for students to be career and college ready begins in middle school, as it is foundational to success with the UC A-G curriculum in high school. To ensure Stephen W. Hawking Charter School students are on track and prepared to succeed in high school and beyond, promotion and retention standards have been developed. Students must meet or exceed the criteria outlined below in order to advance to the next grade.

### **PROMOTION**

To culminate from middle school, students will be expected to achieve proficient levels of English Language Arts and Math comprehension; a smaller subset of special needs or advanced learning students asked to reach personalized learning goals. Additionally, eighth grade students will showcase their best portfolio work from the previous three years as proof of their readiness for high school.

The Advisory Period will be utilized to ensure that students are making progress in meeting all graduation requirements. Upon culmination, students will establish college and career expectations in collaboration with their families, which they will work toward in high school and beyond. A network of services and resources will be made available to them, empowering them to advocate on behalf of their own education.

## RETENTION

Stephen W. Hawking Charter School will utilize a robust, tiered intervention model to identify and address the needs of at risk students early in the school year, in order to avoid retention. The following supports are envisioned to assist students in mastering grade level standards:

- Differentiated, small-group, and individual standards-based instruction
- Supplemental academic support programs, such as before or after school to give students additional academic support
- Technology-based intervention and credit-recovery

Parents will be notified of academic concerns throughout the school year, particularly when a student is at-risk of not meeting grade level standards for promotion. Concerns will be communicated through parent-teacher conferences, progress reports and official correspondence. If retention is a consideration, school administrators will conduct individual meetings with the parents to discuss the rationale and recommendation for retention, and to seek parental support. Retention decisions are ultimately up to the parent, though; their consent must be given before a student will be held back.

### **ELEMENT 4: GOVERNANCE**

Governing Law: The government structure of the charter school including, but not limited to, process to be followed by the charter school to ensure parental involvement. Education Code Section 47605(b)(5)(D).

### NON-PROFIT PUBLIC BENEFIT CORPORATION

The Charter School will be a directly funded independent charter school and will be operated by Hawking STEAM Charter Schools, a California non-profit public benefit corporation, pursuant to California law upon approval of this charter.

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 may be negotiated between the District and the Charter School. Pursuant to 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 public 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.

Attached, in the Appendix, please find the Charter School Articles of Incorporation (Appendix B), Bylaws (Appendix C), and Conflict of Interest Code (Appendix F).

### **BOARD OF TRUSTEES**

The Charter School will be governed by the Hawking STEAM Charter Schools corporate Board of Trustees ("Board" or "Board of Trustees") in accordance with its adopted bylaws, which shall be consistent with the terms of this charter.

The Board shall have no fewer than five (5) and no more than seven (7) Trustees. All Trustee positions shall be filled in accordance with the process described in the Bylaws. The Board is currently recruiting an additional Board member to ensure that it is operating in compliance with its charter and Bylaws.

Except for the initial Board of Trustees, each community representative Trustee shall hold office unless otherwise removed from office in accordance with the Bylaws for three (3) years and until a successor Trustee has been appointed or elected as required by the position as described in the Bylaws. Each parent representative Trustee shall hold office unless otherwise removed from office in accordance with the Bylaws for one (1) year and until a successor Trustee has been appointed or elected as required by the position as described in the Bylaws.

The term of each Trustee shall continue for three years, except the term of any Trustee who is the parent representative shall be one year.

The Board shall include two Trustees who are elected, in accordance with the Bylaws, by parents/guardians of students who are currently enrolled in Hawking STEAM Charter Schools. Other Trustees will be community representatives. Board members shall have experience in one or more of the following areas: legal, business, engineering, STEAM, and fundraising expertise.

The Executive Director and the Principal shall not serve on the Board and shall not vote in Board elections.

In accordance with Education Code Section 47604(b), the District may appoint a representative to sit on the Board of Trustees. If the District chooses to do so, the Charter School may appoint an additional community member to ensure that the Board is maintained with an odd number of Trustees.

#### **BOARD MEETINGS AND DUTIES**

The Board of Trustees of the Charter School will meet regularly and in accordance with the Brown Act. The Board of Trustees is fully responsible for the operation and fiscal affairs of the Charter School including, but not limited to, the following:

- Hire, supervise, evaluate, discipline, and dismissal of the Principal and Executive Director of the Charter School;
- Approve all contractual agreements;
- Approve and monitor the implementation of general policies of the Charter School. This includes effective human resource policies for career growth and compensation of the staff;
- Approve and monitor the Charter School's annual budget and budget revisions;
- Act as a fiscal agent. This includes but is not limited to the receipt of funds for the operation of the Charter School in accordance with applicable laws and the receipt of grants and donations consistent with the mission of the Charter School;
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices;
- Establish operational committees as needed;
- Regularly measure progress of both student and staff performance;
- Involve parents and the community in school related programs;
- Execute all applicable responsibilities provided for in the California Corporations Code:
- Engage in ongoing strategic planning;
- Approve the school calendar and schedule of Board meetings;
- Review requests for out of state or overnight field trips;
- Participate in the dispute resolution procedure and complaint procedures when necessary:
- Approve charter amendments as necessary and submit requests for material revisions as necessary to the District for consideration;
- Approve annual independent fiscal audit and performance report;
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions.

The Charter School shall comply with the Brown Act.

The Charter School has adopted a Conflict of Interest Code that complies with the Political Reform Act and Corporations Code conflict of interest rules, and which shall be updated with any charter school-specific conflict of interest laws or regulations. As noted above, the Conflict of Interest Code is attached within Appendix F. As required, the Conflict of Interest Code has

been submitted to the County Board of Supervisors for approval. The Charter School will comply with Government Code Section 1090.

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 of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. 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 of Trustees being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

The Charter School Board of Trustees will attend an annual in-service for the purposes of training individual board members on their responsibilities with topics to include, at minimum, conflicts of interest and the Brown Act.

### **EXECUTIVE DIRECTOR**

The Executive Director reports to the Board of Trustees, and is responsible for the overall operations of the school, collaborating with the Principals at each school site. The Executive Director is responsible for the successful leadership and management of the organization according to the strategic direction set by the Board of Trustees. The Executive Director bears primary responsibility for ensuring the organization meets annual revenue goals and generates an appropriate surplus without compromising the quality of the program, and securing the school's long-term sustainability.

Responsibilities include:

# Communications:

- Oversee the school's website, listserv and other means of communication with parents, teachers, volunteers and community members.
- Maintain open lines of communication between stakeholders and work to resolve conflicts and disputes that may arise
- Assist school Principal in coordinating parent education workshops, school-wide meetings and other forums to discuss the school's mission, vision and operations with parents and other stakeholders.

## Finances:

- Develop appropriate budget projections, in collaboration with back office service provider
- Work with the Board of Trustees on fundraising
- Oversee and manage the operating budget, payroll, contracts and all other financial and accounting operations, supervising the efforts of the back office staff
- Develop partnerships with community based organizations that support the school's mission and provides services for the school

### Facilities:

- Pursue appropriate facilities for the school; oversee relevant planning, construction and other activities to obtain CUP for the school site (if needed) and occupancies, and secure permanent site for the school.
- Secure furnishings, materials supplies and equipment for school operations

## Outreach:

- Develop and maintain effective relationships with the SUHSD, and oversee all aspects of charter renewal, review and compliance
- Oversee the WASC Accreditation process and any related activities
- Represent the school as a leader in the California Charter school community in all advocacy efforts
- Conduct outreach and serve as a liaison with local leadership, school faculty, staff, students, parents, community members, partners businesses and organizations as well as community leaders to maintain support from the local community.
- Assist school Principal as requested in coordinating parent involvement and volunteering

# Planning & Operations

- Collaborate with the Board of Trustees and publicize all board meetings, prepare agendas, school reports and attend all regularly scheduled board meetings
- Facilitate strategic planning with the Board of Trustees
- Diagnose the gaps between where the school is, versus where it aspires to be, and ensure that strategies and practices are implemented to close those gaps
- Oversee school compliance with all applicable laws, regulatory reporting, contractual obligations and donor restrictions
- Recruit, develop, evaluate, retain (and as needed, discipline, and terminate (high performing individuals who are passionate about the school and its mission
- Recruit, hire (in collaboration with the Board), supervise and evaluate the school's Principal
- Collaborate with Principal in to assist him/her in fulfilling the educational mission of the school, including working collectively to resolve any personnel issues or other disputes that may arise
- Assist Principal with data analysis and oversee all reporting related to student performance
- Prepare and update as appropriate the Employee Handbook, Comprehensive School Safety Plan, Parent/Student Handbook, and ensure that all parties receive and acknowledge receipt
- Establish and oversee compliance with the school's safety plan
- Ensure all formal evaluation are conducted at least once annually

## **PRINCIPAL**

Under the supervision of the Executive Director, the Principal serves as the educational and instructional leader of the Charter School, and collaborates with the Executive Director on school operations and management. The responsibilities include:

# Educational Leadership:

- Recruit, hire, train and supervise talented instructional staff in implementing best practices consistent with Stephen W. Hawking's educational philosophies;
- Provide hands-on guidance to teachers as they create and implement a project-based STEAM curriculum:
- Provide hands-on guidance to teachers in the development of multiple assessments;
- Use multiple sources of data to develop a plan for the improvement of student achievement and oversee the collection, analysis and utilization of this data in relation to specific students, teachers and curricula;
- Oversee teacher professional development via both in-house training sessions visiting lecturers, external professional development opportunities and other resources (articles, web-based resources, and development of a school professional resources
- Implement the evaluation process for all instructional staff and ensure that formal evaluations are conducted at least annually;
- Create and oversee the school's policies and programs related to English Learners, Special Education, high achieving students and other subgroups;
- Oversee and assist teachers with behavior management, including handling student suspension, expulsion and other disciplinary issues as needed;
- Promote the school mission and vision throughout the school community;

# Communication and Outreach:

- Lead the School Site Council; and English Language Advisory Council (ELAC)
- Schedule and participate in parent meetings, school-wide meetings designed to communicate the school's mission, vision, educational programs, provide updates and progress on school programs including the Local Control & Accountability Plan (LCAP), and other areas of interest.
- Ensure open and clear lines of communication with all stakeholders, including working to resolve conflicts and disputes as they may arise between community members;
- Collaborate with Executive Director in providing regular communications to families via email, the school's website, letters home, and other avenues;

# School Management:

- Oversee the day-to-day management of the school with a commitment to ensuring the health and safety of students, faculty and staff, including supervision of janitorial/custodial staff;
- Work with the Executive Director and the Board of Trustees in the strategic planning for the growth of the school
- Attend all regularly scheduled Board meetings and provide key updates and reports on school activities;
- Assist Executive Director with budgets, charter renewal, outreach, partnerships and other duties as required.

# PARENT INVOLVEMENT IN DECISION-MAKING

Stephen W. Hawking values the participation of parents in the programs and activities at the school. Along with our committed Board, Stephen W. Hawking believes families play a key role in the education of their children. Our Charter School utilizes family involvement to forge parent partnerships with the school through the creation of the School Site Council (SSC), comprised of the school Principal, teachers, staff and parents.

# SCHOOL SITE COUNCIL

Stephen W. Hawking Charter School will comply with Title I requirements for charter schools with a School Site Council (SSC). School Site Council meetings will take place during the school year.

Over the course of the year, the SSC will consider the goals of the Charter School and then works with the principal and teachers to evaluate the school's progress toward those goals. In their evaluation the council reviews school data relevant to those goals including the Local Control Accountability Plan (LCAP). School site council members do not represent their own interests. They have an obligation to make decisions that will best serve the whole school community.

Composition of the SSC is specified in the California EC Section 52852 as follows:

- The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school;<sup>3</sup> parents of students attending the school selected by such parents; and in secondary schools, students selected by students attending the school.
- At the elementary level, the SSC shall be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel; and (b) parents; or other community members selected by parents. In schools with fewer than three teachers, this requirement may be met by establishing a SSC that is composed of equal numbers of school staff and parents or other community members selected by parents.
- At the secondary level, the SSC shall be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) equal numbers of parents.

# ENGLISH LANGUAGE ADVISORY COUNCIL (ELAC)

Each California public school, grades kindergarten through 12, with 21 or more English learners must form an English Learner Advisory Committee (ELAC). The responsibilities of the ELAC are to advise the principal and staff in the development of the Single Plan for Student Achievement and Local Control and Accountability Plan (LCAP). Stephen W. Hawking Charter School has not applied for Title III funding to date.

<sup>&</sup>lt;sup>3</sup> For example, counselors, psychologists, social workers, nurses, instructional aides, library personnel, and clerks employed at the school

# **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).

Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, as required by California or federal law. Stephen W. Hawking follows legal requirement that all charter school teachers shall hold a Commission on teacher Credentialing certificate, permit, or other document equivalent as required. The school affirms that it maintains copies of all teacher credentials readily available for inspection and procedure for monitoring credentials. The school will also comply with Every Student Succeeds Act (ESSA) requirements for teachers and paraprofessionals.

# **EMPLOYEE POSITIONS & QUALIFICATIONS**

Stephen W. Hawking Charter School believes that all of its employees play a key role in creating a successful learning environment. Our school recruits professional, effective, and qualified personnel to serve in administrative, instructional, instructional support, and noninstructional support capacities. The school will maintain a professional staff that share in the educational philosophy of the school and are committed to the education of all children. In cases where the school brings STEAM professionals as resident teachers, they are required to go through all background check and immunization requirements that teachers must follow.

The recruitment process includes posting job descriptions at local community organizations, job fairs, University job sites, ED-Join, posting jobs at teacher credentialing program sites, and advertise in the community and regional newspapers.

All employees must furnish or be able to provide:

- Medical clearance that demonstrates proof of a medical exam for tuberculosis (TB).
- Fingerprinting and LiveScan from the Department of Justice for criminal background check.

Applicants are required to provide a full disclosure statement regarding prior criminal record:

- Documents establishing legal status
- Annually complete mandated reporting training on child abuse awareness.

The following are the employee qualifications for key employees at Stephen W. Hawking Charter School. Our employees will meet specific qualifications for employment as outlined in their formal job descriptions; and qualifications shall be sufficient to ensure the health and safety of the school's faculty, staff, and students. Employees' job descriptions and work schedules will be reviewed and modified as necessary to meet the needs of the school and its students.

# **EXECUTIVE DIRECTOR**

The Executive Director reports to the Board of Trustees, and is responsible for the overall operations of the school, collaborating with the Principals at each school site. The Executive Director is responsible for the successful leadership and management of the organization according to the strategic direction set by the Board of Trustees. The Executive Director bears primary responsibility for ensuring the organization meets annual revenue goals and generates an appropriate surplus without compromising the quality of the program, and securing the school's long-term sustainability.

Responsibilities include:

#### Communications:

- Oversee the school's website, listsery and other means of communication with parents, teachers, volunteers and community members.
- Maintain open lines of communication between stakeholders and work to resolve conflicts and disputes that may arise
- Assist school Principal in coordinating parent education workshops, schoolwide meetings and other forums to discuss the school's mission, vision and operations with parents and other stakeholders.

#### Finances:

- Develop appropriate budget projections, in collaboration with back office service provider
- Work with the Board of Trustees on fundraising
- Oversee and manage the operating budget, payroll, contracts and all other financial and accounting operations, supervising the efforts of the back office staff
- Develop partnerships with community based organizations that support the school's mission and provides services for the school

### Facilities:

- Pursue appropriate facilities for the school; oversee relevant planning, construction and other activities to obtain CUP for the school site (if needed) and occupancies, and secure permanent site for the school.
- Secure furnishings, materials supplies and equipment for school operations

## Outreach:

- Develop and maintain effective relationships with the SUHSD, and oversee all aspects of charter renewal, review and compliance
- Oversee the WASC Accreditation process and any related activities
- Represent the school as a leader in the California Charter school community in all advocacy efforts
- Conduct outreach and serve as a liaison with local leadership, school faculty, staff, students, parents, community members, partners businesses and organizations as well as community leaders to maintain support from the local community.
- Assist school Principal as requested in coordinating parent involvement and volunteering

# Planning & Operations

- Collaborate with the Board of Trustees and publicize all board meetings, prepare agendas, school reports and attend all regularly scheduled board meetings
- Facilitate strategic planning with the Board of Trustees

- Diagnose the gaps between where the school is, versus where it aspires to be, and ensure that strategies and practices are implemented to close those gaps
- Oversee school compliance with all applicable laws, regulatory reporting, contractual obligations and donor restrictions
- Recruit, develop, evaluate, retain (and as needed, discipline, and terminate (high performing individuals who are passionate about the school and its mission
- Recruit, hire (in collaboration with the Board), supervise and evaluate the school's Principal
- Collaborate with Principal in to assist him/her in fulfilling the educational mission of the school, including working collectively to resolve any personnel issues or other disputes that may arise
- Assist Principal with data analysis and oversee all reporting related to student performance
- Prepare and update as appropriate the Employee Handbook, Comprehensive School Safety Plan, Parent/Student Handbook, and ensure that all parties receive and acknowledge receipt
- Establish and oversee compliance with the school's safety plan
- Ensure all formal evaluation are conducted at least once annually

# Qualifications are as follows:

Candidate must have extensive experience as an educator. In addition the candidate must have experience with budgeting, government relations, communications, marketing, and non-profit management. S/he will be an effective communicator among all stakeholders (board, faculty, staff, parents, students, community members) and be able to inspire excellence amongst all staff. S/he will be a confident decision-maker and possess the ability to facilitate collaboration and teamwork. The ability to multi-task and be able to handle a diverse array of responsibilities is essential, including numerous details with the ability to shift to the big picture, long-term thinking.

The candidate must demonstrate an ability to communicate a genuine passion for the school's mission and vision, knowledge of the California Education Code, knowledge of interacting with SUHSD, government, and non-profit funding environment would be valuable in this position. The Executive Director must see building and maintaining relationships with parents, foundations, members of the private sector, community leaders, and government staff as an essential part of his/her role. Excellent oral and written communication skills are imperative; and a Master's Degree in a relevant field is preferred.

# **PRINCIPAL**

Under the supervision of the Executive Director, the Principal serves as the educational and instructional leader of the Charter School, and collaborates with the Executive Director on school operations and management. The responsibilities include:

Educational Leadership:

- Recruit, hire, train and supervise talented instructional staff in implementing best practices consistent with Stephen W. Hawking's educational philosophies;
- Provide hands-on guidance to teachers as they create and implement a project-based STEAM curriculum:
- Provide hands-on guidance to teachers in the development of multiple assessments;
- Use multiple sources of data to develop a plan for the improvement of student achievement and oversee the collection, analysis and utilization of this data in relation to specific students, teachers and curricula;
- Oversee teacher professional development via both in-house training sessions visiting lecturers, external professional development opportunities and other resources (articles, web-based resources, and development of a school professional resources library);
- Implement the evaluation process for all instructional staff and ensure that formal evaluations are conducted at least annually;
- Create and oversee the school's policies and programs related to English Learners, Special Education, high achieving students and other subgroups;
- Oversee and assist teachers with behavior management, including handling student suspension, expulsion and other disciplinary issues as needed;
- Promote the school mission and vision throughout the school community;

## Communication and Outreach:

- Lead the School Site Council; and English Language Advisory Council (ELAC)
- Schedule and participate in parent meetings, schoolwide meetings designed to communicate the school's mission, vision, educational programs, provide updates and progress on school programs including the Local Control & Accountability Plan (LCAP), and other areas of interest.
- Ensure open and clear lines of communication with all stakeholders, including working to resolve conflicts and disputes as they may arise between community members;
- Collaborate with Executive Director in providing regular communications to families via email, the school's website, letters home, and other avenues;

# School Management:

- Oversee the day-to-day management of the school with a commitment to ensuring the health and safety of students, faculty and staff, including supervision of janitorial/custodial staff;
- Work with the Executive Director and the Board of Trustees in the strategic planning for the growth of the school
- Attend all regularly scheduled Board meetings and provide key updates and reports on school activities;
- Assist Executive Director with budgets, charter renewal, outreach, partnerships and other duties as required.

# Qualifications are as follows:

- Bachelor's Degree required
- Administrators Service Credential or related master's Degree preferred
- Charter school administrative and/or teaching experience preferred

- Demonstrate excellent leadership and organizational skills and the ability to motivate people. Demonstrate excellent integrity and good moral character and initiative.
- At least three years of teaching experience in urban areas with marked success and quantifiable and objective student performance gains.
- Proven ability to work collaboratively with diverse team of teachers.
- Exceptional organizational, communication, public relations and interpersonal skills
- Knowledge of education law, finance and curriculum
- Analytical problem-solver and solutions oriented strategic thinker who overcomes difficult organizational challenges.
- Bilingual (English/Spanish) highly desirable

### **HUMAN RESOURCES MANAGER**

Under the general direction of the Executive Director and Principal, the Human Resources Manager guides and manages the overall provision of Human resources services, policies and procedures. The Human Resources manager ensures compliance with applicable employment laws and regulations; ensures all teaching staff have appropriate credentials, certifications; and all employees have undergone live scans, TB testing and CPR certified; and maintains updated documentation of personnel files and requirements. The Human Resources Manager will collaborate with the Executive Director and Principal and attend recruiting events, conferences and key job fairs. The Human Resources Manager will screen employment applications, refer qualified candidate to open positions; contacts applicants for paraprofessional substitute positions; administer employee-benefit programs, answer employee questions, support claim resolution and maintain related systems.

# Compliance:

• Ensure Stephen W. Hawking Charter School's compliance with federal, state, charter and workplace regulations

# Qualifications are as follows:

- Minimum: AA/AS degree; BA/BS degree preferred
- 3 years minimum experience in Human Resources at a school district or charter school
- SPHR or PHR certification preferred.
- General knowledge of the principles and practices of personnel administration; ability establish and maintain effective relationships with peers and employees; ability to present information and make recommendations effectively in oral and written form.
- Excel problem-solving skills, ability to handle multiple tasks and well organized.
- Valid California Driver's License and safe driving record.

# ESSA REQUIREMENTS - APPROPRIATELY CREDENTIALED TEACHERS

Stephen W. Hawking Charter School shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers are appropriately assigned and fully credentialed in accordance with applicable state requirements for certificated employment, including but not limited to the provisions of

Education Code section 47605(l). The Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

Stephen W. Hawking Charter School teachers will meet all requirements for employment set forth in Education Code Section 47605(l), including holding a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. These documents shall be maintained on file at the Charter School and are subject to periodic inspection by the District. Stephen W. Hawking Charter School recognizes it is the intent of the Legislature that charter schools be given flexibility with regard to noncore, non-college preparatory courses. Teachers shall also meet the requirements of Board-adopted personnel policies for the hiring of appropriately skilled educators that are committed to education and the mission of the Charter School.

# Responsibilities include:

- Exhibit critical thinking and communication skills, effective teaching strategies, and subject matter expertise STEAM Project-based curriculum and implementation of student-centered lessons that incorporate the school's definition of an educated person project-based learning
- Assessing student progress and differentiating instruction
- Maintaining frequent communication with students, student's families, colleagues, and other school stakeholders
- Maintaining regular, punctual attendance. Teachers will have an on-site commitment of 8:00 to 4:00 each day, to allow for collaborative planning time, tutoring students and other duties that may be assigned.

# Qualifications are as follows:

Although teachers are expected to have additional qualifications, the minimum criteria for consideration include: B.A. or its equivalent in subject area commonly taught in a public school, a California State credential, or out-of-state credential approved by the State of California's Commission on Teacher Credentialing. Teachers who earned their credentials before Cross-cultural, Language, and Academic Development ("CLAD") was embedded, must have received their CLAD certification. Teachers without credentials are eligible to teach noncore, non-college preparatory courses and must meet the criteria set forth by the California Commission on Teacher Credentialing. Stephen W. Hawking Charter School also will actively seek to recruit and hire teachers who possess a Bilingual Cross-cultural, Language, and Academic Development (BCLAD) certificate (or equivalent). The ideal teaching candidate will have:

- 2+ years' experience teaching K-10 students
- Experience at a high performing school
- Enthusiasm for the school's values, mission and educational philosophy
- Proven commitment to project-based learning, STEAM integration, multiple assessments

## INSTRUCTIONAL COACH

The Instructional Coach, having both content and instructional expertise, will assist teachers, in literacy and math; and work directly with teachers one-on-one and in group professional

learning that will expand and refine the understanding about researched based effective instruction for teachers. In order to meet this purpose, the Instructional Coach will provide personalized, 1:1 support based on the goals and identified needs of individual teachers. Responsibilities include:

- Support the mission and vision of Stephen Hawking Charter School;
- Facilitate the intellectual and professional development of teachers with a focus on improving student achievement;
- Collaborate with Principal in creating positive relationships with teachers and administrators;
- Communicate and demonstrate researched-based instructional practices that result in increased student performance;
- Provide organized, individual and/or group learning opportunities for teachers as needed;
- Provide professional development and support in analyzing student assessment data; and with instructional decisions based on assessment findings;
- Provide support for classroom motivation and management strategies;
- Assist teachers in creating materials that are in alignment with curriculum; and provide instructional and curricular resources;
- Model effective, differentiated instruction when requested;
- Provide encouragement and emotional support to teachers;
- Participate fully in professional development for coaches, including peer observations, professional research and reading, and inquiry session;
- Assist teachers in aligning their teaching with appropriate standards, curriculum and assessments;
- All other duties as assigned by Principal and Executive Director including supervision of students and providing coverage in the absence of a teacher as deemed necessary

## **Qualifications are as follows:**

- Bachelor's degree required; Master's Degree preferred
- Minimum of five years of successful teaching experience; six years preferred.
- Current California Teaching Credential.
- Demonstrated knowledge of the Common Core State standards.
- Deep knowledge of and experience in: a) Instructional strategies b) Conditions of Learning c) Assessment driven instruction (teaching/learning process)
- Effective communication, collaboration, and interpersonal skills for building an environment with a common instructional focus, promoting initiatives, and conveying expectations
- Ability to design and deliver quality professional development for administrators and teachers;
- Extensive knowledge of reading, writing, literacy development, and/or math

# ADMINISTRATIVE ASSISTANT

The administrative assistant performs a broad array of skilled clerical, secretarial and administrative tasks and is under the direction of the principal. S/he assists the principal in providing a variety of services to staff, students, and parents. The Administrative Assistant will assist the Principal with ordering of supplies; maintaining proper documentation, forms, reimbursement, bank deposits; account reconciliation and entre invoices in SpendBridge and myExED. S/he will perform data entry on the school's Student Information System, CALPADS, and any other relevant database/web-based resource. The Administrative Assistant will compose correspondence, memos, schedules, and oral instructions from the Principal. S/he will maintain confidentiality with all student records.

# Qualifications are as follows:

- AA/AS degree; Bachelor's Degree preferred;
- Experience in working at a Charter/Traditional Public School
- Bilingual (English/Spanish) fluency (written, oral, speaking) preferred;
- Will uphold the school's mission and vision;
- Be able to communicate effectively with stakeholders (Governing Board, Administration, faculty, staff, students, parents, etc.)
- Experienced in Microsoft Word, Excel, PowerPoint

# GUIDANCE ADVISOR/COUNSELOR

Promote student development and achievement in addition to advocating and leading in advancing the concerns of students while representing the mission and vision of Stephen W. Hawking Charter School. Facilitate transitions and counsel students toward the realization of their full potential. The Counselor will collaborate with the Executive Director and Principal and develop, collect, analyze and interpret data to determine student's best educational options and support a cycle of continuous improvement. Provide students with UC A-G planning (in 8th grade); promote college planning and college visits. Provide workshops for parents and students on College and Career Readiness. Recognize, appreciate, and serve cultural differences and the special needs of students and families. The counselor work closely with classroom teachers in planning and implementing group guidance sessions based on the developmental needs of all students. In addition, s/he will advise students with learning, physical, social, and emotional problems, through conferences held with students on the basis of teacher, parent, principal, or self-referral.

The counselor must demonstrate appropriate ethical behavior and professional conduct in the fulfillment of the role and responsibilities to promote a culture of growth and collaboration. The Counselor will collaborate with the Principal and Executive Director in establishing the school's mission and providing leadership for the ultimate academic success of the school. Maintain work hours extending beyond school hours for other professional duties or functions such as staff meetings, etc.

# Qualifications are as follows:

- Have two years of educational or work related experience, preferable.
- Demonstration of exemplary counseling and communication skills
- Have a MA/MS in counseling or Social Work; and PPS highly desired.

### **ELEMENT 6: HEALTH & SAFETY PROCEDURES**

Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the charter school furnish it with a criminal record summary as described in Section 44237. Education Code Section 47605(b)(5)(F)

# **CUSTODIAN OF RECORD**

The Human Resources Manager serves as the Custodian of Records for the Charter School.

## STUDENT HEALTH & WELLNESS

In order to provide safety for all students and staff, Stephen W. Hawking Charter School implements full health and safety procedures and risk management policies at our school site in consultation with its insurance carriers and risk management experts. These policies are incorporated into the Charter School's student and staff handbooks and are reviewed on an ongoing basis by the Executive Director, Principal and Board of Trustees. The Charter School ensures that staff is trained annually on the health and safety policies. A complete copy of such policies is available upon request.

The following is a summary of the health and safety policies at Stephen W. Hawking Charter School:

#### PROCEDURE FOR CAMPUS VISITORS

No outsider shall enter or remain on the Charter School's grounds during school hours without having registered with the Principal or designee, except to precede expeditiously to the office of the Principal or designee for the purpose of registering.

## PROCEDURES FOR BACKGROUND CHECKS

Employees and contractors of Stephen W. Hawking Charter School are required to submit to a criminal background check and finish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Principal of the Charter School shall monitor compliance with this policy and report to the Charter School Board of Trustees on a regular basis. The Board President shall monitor the fingerprinting and background clearance of the Principal. All 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 employees are mandated child abuse reporters and follow all applicable reporting laws, the same policies and procedures used by the District. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

# TUBERCULOSIS RISK ASSESSMENT AND EXAMINATION

Employees and volunteers who have frequent and prolonged contact with students are assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students as required by Education Code Section 49406.

# **IMMUNIZATIONS**

All students enrolled are 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 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster.

# MEDICATION IN SCHOOL

Stephen W. Hawking Charter School adheres to Education Code Section 49423 regarding administration of medication in school.

# VISION, HEARING & SCOLIOSIS

Students are screened for vision, hearing and scoliosis by the nurse contracted by the Charter School. Stephen W. Hawking Charter School adheres to 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, pursuant to Education Code Section 49452.7. The information sheet shall include, but 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 methods of type-2 diabetes.
- 5. A description of the different types of diabetes screening tests available.

## **EMERGENCY PREPAREDNESS**

Stephen W. Hawking Charter School adheres to our charter school's Comprehensive Safety Plan (Appendix K) drafted specifically to meet the needs of the school site in conjunction with law enforcement and the Fire Marshall. This handbook includes, but is not limited to, the following responses: fire, flood, earthquake, terrorist threats, and hostage situations.

# **BLOOD BORNE PATHOGENS**

Stephen W. Hawking Charter School meets state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board has established a written plan in our School Safety Plan (Appendix K) to address infectious control to protect employees and students from possible infection due to contact with blood viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV"). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

# DRUG-FREE, ALCOHOL-FREE, SMOKE-FREE ENVIRONMENT

Stephen W. Hawking Charter School functions as a drug-, alcohol-, and smoke-free environment.

#### **FACILITY SAFETY**

Stephen W. Hawking Charter School complies 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 tests 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 conducts fire drills as required under Education Code Section 32001.

# COMPREHENSIVE DISCRIMINATION & HARASSMENT POLICIES & **PROCEDURES**

Stephen W. Hawking Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon as the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, pregnancy, physical or mental disability, childbirth or related medical conditions, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. Stephen W. Hawking Charter School has developed a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Stephen W. Hawking Charter School discrimination and harassment policies.

### **ELEMENT 7: RACIAL & ETHNIC BALANCE**

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

Stephen W. Hawking Charter School strives to achieve a racial and ethnic balance amongst its student body that is reflective of the community it serves within the territorial jurisdiction of the District. The Charter School does not discriminate against any pupil on the basis of actual or perceived disability, gender, gender expression, gender identity, 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.

#### RECRUITMENT METHODS

Stephen W. Hawking Charter School strives to achieve a racial and ethnic balance amongst its student body that is reflective of the community it serves within the territorial jurisdiction of the District. An outreach plan will be developed and updated annually, including marketing materials to be mailed to homes in the targeted community, in addition to onsite presentations, school tours; and flyer distribution at community meetings and events. The following is the means by which the Charter School will accomplish this goal:

- 1. Stephen W. Hawking Charter School will host informational meetings at local community centers to inform the community about the school.
- 2. Stephen W. Hawking Charter School will partner with community-based organizations such as military recruiting offices, to meet recruitment goals.
- 3. Stephen W. Hawking Charter School will advertise in the local newspaper, local radio, and social media.
- 4. Stephen W. Hawking Charter School will provide translated informative materials.
- 5. Stephen W. Hawking Charter School will provide an open enrolment period of at least 30 days.

## TARGETED OUTREACH

Based on the neighborhood demographics in Chula Vista, our school is confident that our outreach efforts will meet the District's goals for establishing a diverse enrollment in the school. As a result of serving a high population of Spanish speakers in this area, outreach efforts are conducted in both English and Spanish.

# **ELEMENT 8: ADMISSION REQUIREMENTS**

Governing Law: Admission requirements, of the charter school, if applicable. - California Education Code Section 47605(b)(5)(H)

The Charter School is nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

The Charter School shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state.

The Charter School shall require students who wish to attend the Charter School to complete an application form. After admission, students will be required to submit an enrollment packet, which shall include the following:

- 1. Student enrollment form
- 2. Proof of Immunization
- 3. Home Language Survey
- 4. Completion of Emergency Medical Information Form
- 5. Proof of minimum age requirements, e.g. birth certificate
- 6. Release of records

# PUBLIC RANDOM DRAWING

Stephen W. Hawking Charter School is fully committed to serving all students who wish to attend, regardless of socio-economic status, race/ethnicity, academic achievement, special education needs or other "risk factors." If the number of students who wish to attend the school exceeds the openings available, entrance shall be determined by single random public drawing in accordance with Education Code §47605(d)(2) and all federal requirements. In accordance with applicable law and federal guidance, the following groups of students are exempted from the lottery:

Students who are currently enrolled

The following groups of students will be given preference:

- Siblings of currently enrolled students
- Students residing in the District
- Children of current staff members

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing to determine admission for the impacted grade level, with the exception of existing students, who are guaranteed admission in the following school year; and siblings of admitted students.

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 waiting list according to their draw in the lottery. This waiting list will allow students the option of enrollment in the case of an opening during the current school year. The waitlist for the current school year remains active until the admission period commences for the following year. Applications are only valid for the current year. Applicants must reapply for the lottery annually if the school is unable to offer them admission for the current year. In no circumstance will a waiting list carry over to the following school year.

### **ELEMENT 9: ANNUAL INDEPENDENT FINANCIAL AUDITS**

Governing Law: The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. — California Education Code Section 47605(b)(5)(I)

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

The Charter School 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 will be approved by the State Controller 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.

The annual audit will be completed and 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 Executive Director and Principal, will review any audit exceptions or deficiencies and report to the Charter School Board of Trustees 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 financial audit of the Charter School is a public record to be provided to the public upon request.

### **ELEMENT 10: SUSPENSION & EXPULSION PROCEDURES**

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

# Suspension and Expulsion Policy and Procedure

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 non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 et seq. The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

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 Executive Director'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. Students with disabilities are subject to the same suspension rules as nondisabled students, except that suspensions of students with

disabilities cannot exceed 10 consecutive days (10 days in a row) without a manifestation determination. A teacher may suspend a student for up to two days. A principal may suspend a student for up to five days.

A student cannot be suspended for more than 10 consecutive school days or expelled from school for misconduct that is a manifestation of their disability \[ \tilde{7}20 U.S.C. Sec. 1415(k)(1)(C). \] Suspensions for more than 10 consecutive school days and expulsions are considered "changes of placement," and the Charter School cannot change a student's placement without parent consent, or without a manifestation determination meeting, except for certain behaviors listed below. Only the IEP team can authorize a change of placement. If the behavior in question was a manifestation of the student's disability, no disciplinary action can result. If the behavior is not a manifestation of the student's disability, the student's suspension can continue, but the Charter School must continue to provide his or her special education services.

A student may be placed in an interim alternative educational setting if the Charter School claims he or she has done any of the following:

- (1) Carried or possessed a weapon to or at school or on school grounds or at a school function.
- (2) Knowingly possessed or used illegal drugs, or sold or solicited the sale of drugs while at school, on school grounds, or at a school function.
- (3) Inflicted serious bodily injury upon another person while at school, on school grounds, or at a school function. "Serious bodily injury" means: substantial risk of death, or extreme physical pain, or protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty.

The Charter School understands that suspension is appropriate only after other means of correction fail to bring about proper conduct. The Charter School will use alternatives to suspension or expulsion to address problems of truancy, tardiness, and other absences from school activities.

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

# **B.** Enumerated Offenses

- 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 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.
  - 1. Except as provided in Education Code Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision.
- 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 pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- r) 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.
- 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 or 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, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - iii. An act of cyber sexual bullying.
    - (a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1).

- A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- (b) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- 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)(a).
- 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 Executive Director or designee's concurrence.
- y) Intentionally engaged in harassment, threats, or intimidation directed against school personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment. This section shall only apply to pupils in any of grades 4 to 12, inclusive.
- 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 student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
- 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) Knowingly received stolen school property or private property.
- 1) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) 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.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this 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.

- q) 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.
- r) 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.
- 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.
- t) 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.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or

- her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
- iii.Causing a reasonable student to experience substantial interference with his or her academic performance.
- iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
  - i. A message, text, sound, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited
    - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii. An act of cyber sexual bullying.
  - (a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - (b) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious

literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a).
- w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
- x) Intentionally engaged in harassment, threats, or intimidation directed against school personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment. This section shall only apply to pupils in any of grades 4 to 12, inclusive.
- 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 student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

If it is determined by the Administrative Panel and/or Board of Trustees that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

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

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

# 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 Executive Director or the Executive Director'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 Executive Director or designee.

The conference may be omitted if the Executive Director 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 (2) 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 Executive Director or Executive Director'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. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Executive Director 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 of Trustees following a hearing before it or by the Charter School Board of Trustees upon the recommendation of an Administrative Panel, to be assigned by the Board of Trustees as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the pupil or a member of the Charter School Board of Trustees. 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 Executive Director 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 in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the 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 and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- 6. The right to inspect and obtain copies of all documents to be used at the hearing;
- 7. The opportunity to confront and question all witnesses who testify at the hearing;
- 8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

# 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.
- 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.
- 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 entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany 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 entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising 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 of Trustees, which will make a final determination regarding the expulsion. The final decision by the Board of Trustees shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board of Trustees 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 Executive Director or designee, following a decision of the Board of Trustees to expel, shall send written notice of the decision to expel, including the Board of Trustees' 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 Executive Director 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 of Trustees' decision to expel shall be final.

## L. Expelled Pupils/Alternative Education

Parents/guardians of 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 of Trustees 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 of Trustees following a meeting with the Executive Director or designee and the pupil and parent/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 Executive Director or designee shall make a recommendation to the Board of Trustees following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The 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 that the Charter School or the 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 (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alterative educational setting.

### 3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, 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:

- Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

c. Return the child to the placement from which the child was removed, unless the parent 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 direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

## 4. Due Process Appeals

The parent 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 in accordance with state and federal law, including 20 USC Section 1415(k), 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 Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 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 COVERAGE**

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

#### **CERTIFICATED EMPLOYEES**

Certificated employees will participate in the State Teachers' Retirement System ("STRS") and the Charter School will make the appropriate employer contributions.

## NON-CERTIFICATED EMPLOYEES

Non-certificated employees shall participate in the Public Employees' Retirement System (once approved by PERS) and/or federal social security, and the Charter School will make the appropriate employer contributions.

The Human Resources Manager is responsible for ensuring that appropriate arrangements for coverage have been made.

#### **SALARY & BENEFITS**

All employees, certificated and classified, are offered a salary and benefit package comparable to District employees.

#### **ELEMENT 12: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES**

Governing Law: The public school attendance alternatives for pupils residing within the District who choose not to attend the charter school. - 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: POST-EMPLOYMENT RIGHTS OF EMPLOYEES

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

No public school district employee shall be required to work at Stephen W. Hawking Charter School. Employees of the District who choose to leave the employment of the District to work at Stephen W. Hawking Charter School will have no automatic rights of return to the District after employment by Stephen W. Hawking Charter School unless specifically granted by the District through a leave of absence or other agreement. Stephen W. Hawking Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the school that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

All employees of Stephen W. Hawking Charter School are considered the exclusive employees of the Stephen W. Hawking Charter School and not of the District, unless otherwise mutually agreed in writing. Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to Stephen W. Hawking Charter School. Employment by the Stephen W. Hawking 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 PROCEDURES**

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)

## DISPUTES BETWEEN STEPHEN W. HAWKING CHARTER SCHOOL AND THE SWEETWATER UNION HIGH SCHOOL DISTRICT

The Charter School and the District will be encouraged to attempt to resolve any disputes with the District amicably and reasonably without resorting to formal procedures.

In the event of a dispute between the Charter School and the District, both parties agree to apprise the other, in writing, of the specific disputed issue(s) ("dispute statement") and to refer the issue to the District Superintendent and the Charter School's Executive Director, or their respective designees. In the event that the District Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

Within 5 business days of receipt of the dispute statement, or longer if both parties agree, the Charter School Principal and the District Superintendent, or their respective designees, shall meet and confer in an attempt to resolve the dispute.

The Charter School recognizes that it cannot bind the District to a dispute resolution procedure to which the District does not agree. The following policy is intended as a starting point for a discussion of dispute resolution procedures. The Charter School is willing to consider changes to the process outlined below as suggested by the District.

The Charter School and the District will be encouraged to attempt to resolve any disputes with the District amicably and reasonably without resorting to formal procedures.

In the event of a dispute between the Charter School and the District, Charter School staff, employees and Board members of the Charter School and the District agree to first frame the issue in written format ("dispute statement") and to refer the issue to the District Superintendent and Executive Director of the Charter School, or their respective designees. In the event that the District Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a prerequisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Superintendent and Executive Director, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and Executive Director, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and Executive Director, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and Executive Director, or their respective designees. Mediation shall be held within sixty (60) business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the District and the Charter School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and the Charter School.

The District retains the right to investigate complaints at its discretion.

All written Notifications to the District and Charter School shall be addressed respectively as follows:

Dr. Joe Fulcher, Assistant Superintendent for Equity, Culture & Support Services Sweetwater Union High School District 1130 Fifth Avenue Chula Vista, CA 91911

Lorena Chavez, Executive Director and/or Kirti Srivastava, Principal Stephen W. Hawking Charter School 1355 Second Ave. San Diego, CA. 91911

#### DISPUTES WITHIN THE CHARTER SCHOOL

Any dispute arising within Stephen W. Hawking STEAM Charter School, whether among or between students, staff, parents, partnering organizations or Board members, shall be resolved pursuant to the policies and processes adopted by the Board of Trustees.

#### **ELEMENT 15: CLOSURE PROCEDURES**

Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of public records. Education Code Section 47605(b)(5)(0).

Closure of the Charter School will be documented by official action of the Board of Trustees. 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 Charter School anticipates that the Executive Director shall serve as the responsible person for closure-related activities.

The Charter School will promptly notify parents and students of the Charter School, the District, the 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 Charter School 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 Charter School 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 student records of the Charter School shall be transferred to the District upon Charter 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 nonprofit public benefit corporation. Upon the dissolution of the nonprofit public benefit corporation, all net assets shall be distributed to another public school that satisfies the requirements of paragraphs (a) through (e) of section III.A of Notice 2015-07 issued by the Internal Revenue Service and the Treasury Department entitled "Relief for Certain Participants in § 414(d) Plans" or any final regulations implementing 26 U.S.C.§ 414(d) or to a State, political subdivision of a State, or agency or instrumentality thereof. Any assets acquired from the District or District property will be promptly returned upon Charter 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.

As specified by the Budget in Appendix M, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

#### **ELEMENT 16: MISCELLANEOUS CHARTER PROVISIONS**

#### A.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. Education Code Section 47605(g).

Attached as Appendix M, is Stephen W. Hawking Charter School's budget, cash flow and financial projections for the next three years of operation.

#### **B. FINANCIAL REPORTING**

Stephen W. Hawking Charter School will:

- In contract with a back office provider or accountant, maintain an accounting system using SACS to complete all transactions such as incoming revenues, purchases, bill payments, payroll and benefits, reimbursements and transfers, which shall be entered into the accounting system using SACS numbers to organize reporting.
- Adhere to the District's reporting requirements:
  - Stephen W. Hawking Charter School will provide the following reports as required by law:
    - California Basic Educational Data System (CBEDS) through CALPADS.
    - Average Daily Attendance (ADA), which includes the 20-day Certification (Actual Attendance Report); and the Annual Principal Apportionment (P1, P2, and Fiscal Year Annual Report).
    - School Accountability Report Card (SARC)
    - Local Control & Accountability Plan (LCAP)
  - o Stephen W. Hawking Charter School will provide the following data and reports as required by the District:
    - Test results for all state mandated assessments, which are:
      - California Assessment of Student Performance & Progress (CAASPP)
      - California English Language Development Test (CELDT)
- The Principal at Stephen W. Hawking Charter School is responsible for collecting, reviewing and selecting all vendors. The Principal oversees and evaluates all contracted vendors (ExED, SUHSD etc.) to ensure all decisions and programs received are in accordance with the charter's mission and applicable provisions of the California Education Code. In addition, all contracts equal to or exceeding \$10,000 will need to be approved by the Hawking STEAM Charter Schools Board of Trustees.
- Stephen W. Hawking Charter School will promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records, from the District, the San Diego County Office of Education, and/or from the Superintendent of Public Instruction pursuant to Educational Code Section 47604.3
- Stephen W. Hawking Charter School will provide the District with present and future line item budgets for the Charter School as required by the District and will meet all other financial reporting requirements as outlined in Education Code Section 47604.33 including the following financial reporting requirements:

- On or before July 1, a preliminary budget
- By July 1, an annual update (LCAP) required pursuant to Education Code Section 47606.5
- On or before December 15, an interim financial report. This report shall reflect changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit for the preceding fiscal year shall be delivered to the District, State Controller, California Department of Education and County Superintendent of
- On or before March 15, a second interim financial report. This report shall reflect changes through January 31.
- On or before September 15, a financial unaudited report for the full prior year.

#### **C.INSURANCE**

No coverage shall be provided to Stephen W. Hawking Charter School by the District under any of the District's self-insured programs or commercial insurance policies. Stephen W. Hawking Charter School secures and maintains, as a minimum, insurance as set forth below with insurance companies acceptable to the District in order to protect Stephen W. Hawking Charter School from claims, which may arise from its operations. Stephen W. Hawking Charter School shall meet the following insurance requirements (Appendix I).

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

The following insurance policies are required:

- 1. Workers' Compensation Insurance in accordance with provisions of the California Labor Code, adequate to protect the charter school from claims under Workers' Compensation Acts, which may arise from its operations, including Employers Liability Limits of \$5,000.000.
- 2. Commercial General Liability. Stephen W. Hawking Charter School shall maintain throughout the term of this MOU, at its own expense, general liability insurance with limits of liability of \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If any form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required per occurrence limit. This insurance shall include products and completed operations of the same limits as the policy limits. This insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents, and volunteers as additional insured's; and (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District.
- 3. Commercial Automobile Liability. Stephen W. Hawking Charter School shall maintain throughout the term of this MOU at its own expense automobile liability insurance with limits of liability of \$1,000,000 per occurrence, for owned, non-owned or hired vehicles. If any form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. Such insurance shall apply to any automobile, Symbol 1 of

the ISO Form. Such insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents, and volunteers as additional insured's; and (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District.

- 4. Fidelity Bond (Employee Dishonesty) Coverage shall be maintained by Stephen W. Hawking Charter School to cover all charter school employees who handle, process, or otherwise have responsibility for charter school funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence, with no self-insured retention.
- 5. Professional Educators Errors and Omissions liability coverage including sexual molestation and abuse coverage [if that coverage is not afforded elsewhere in the Commercial General Liability policy by endorsement or by separate policy] with minimum limits of \$1,000,000 per occurrence.

Coverage and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies. The policy shall be endorsed to name Sweetwater Union High School District as named additional insured and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and the charter school's insurance primary despite any conflicting provisions in the charter school's policy.

Should Stephen W. Hawking Charter School deem it prudent and/or desirable to have insurance coverage for damage or theft to school, employee or student property, for student accident, or any other type of insurance coverage not listed above, such insurance shall not be provided by the District and its purchase shall be the responsibility of Stephen W. Hawking Charter School. Administration shall maintain comprehensive range of insurance coverage, commensurate with that of other public schools and/or nonprofit organizations of similar type and size, to protect both itself and the District.

#### D. ADMINISTRATIVE SERVICES

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

Stephen W. Hawking Charter School contracts with ExED, for the provision of fiscal services, budget, accounting, payroll and back office support. With the management of ExED, Stephen W. Hawking Charter School elects to receive funding directly from the State of California through the County Treasurer in accordance with applicable law. Stephen W. Hawking Charter School acts as its own fiscal agent. While Stephen W. Hawking Charter School does not expect the District to advance to Stephen W. Hawking Charter School future revenues (i.e., smooth out the Charter School's revenue stream), nothing in this charter shall prevent the District from electing to do so at Stephen W. Hawking Charter Schools' request. Stephen W. Hawking Charter School is responsible for recovering from the state all eligible mandated costs applicable to Stephen W. Hawking Charter School.

Stephen W. Hawking Charter School implements fiscal and personnel management policies, procedures and record keeping practices. Stephen W. Hawking Charter School Principal is

responsible for working with ExED to prepare an annual budget for the Stephen W. Hawking Board to consider and approve. The budget supports a business relationship with ExED to manage and record all expenses, income, and commitments and to continually reconcile these actions with the budget.

Stephen W. Hawking Charter School's Administration is responsible for establishing policies and procedures for coordinating school and Board authority and communication. Stephen W. Hawking Charter School operations include regular meetings between the Principal and ExED in order to routinely complete a variance analysis of the budget.

Board-adopted procedures specify that deviations/variances from the proposed budget are reviewed with ExED in order to make necessary adjustments and, as necessary, report changes and/or recommendations to the Board. The Principal works closely with the Board Chair to address any issues or recommendations that require Board notification or action. In addition, the Principal maintains monthly cash flow spreadsheets with actual expenditures, encumbrances and variances. That report is presented at each Board meeting.

#### **E.FACILITIES**

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

Stephen W. Hawking Charter School is located at 1355 Second Ave. San Diego, CA. 91911.

- a) LOCATION: As of July 2018, Stephen W. Hawking 1, will acquire the property that will be located at the new construction site known as: Otay Ranch Village 3 Lot 3ab on Heritage Road in Chula Vista, CA. 91911 – approximately 3.5 miles from the current Stephen W. Hawking I Charter School.
- b) EVALUATION: Stephen W. Hawking has acquired the services of Turner-Agassi Charter School Facilities Fund (TACSFF) who underwrites and determines the feasibility of its projects in the acquisitions of facilities for charter school. Turner Agassi Charter School Facilities Fund has built 70 schools over the past 5 years, all with high-performing charter school operators who desire to one day potentially own their own facilities. In addition, Stephen W. Hawking has acquired the legal services of John Lemmo from Procopio Law Firm, who specializes in school facilities.
- c) FUNDING: When evaluating project budgets and affordability to the school, TACSFF considers several elements:
  - Cost per seat: this metric provides a high level understanding as to the overall affordability of the development of the school campus, including acquisition price, hard costs and soft costs. Typically in Southern California, TACSFF aims for the cost per seat metric to fall in the \$23,000 to \$25,000 range. In the case of the Hawking I project, the overall cost per seat is \$18,672 (including contingencies). This indicates a highly affordable development project.
  - Rent as a percentage of budget: TACSFF expects that rent from the school to TACSFF should not exceed 20% of revenues in any given year. In the case of

- Hawking I, rental costs are in the range of 17-19% of gross revenue. This percentage is expected to decrease given any cost savings TACSFF may realize in the project.
- Development budget savings benefit the school: Savings to the development budget will benefit the school by reducing its annual rent and ultimate purchase option pricing.
- Budget consists of actual costs: The development budget consists purely of the actual costs involved in building the school. TACSFF does not charge a development fee or include a charge for its employees in the budget; TACSFF also does not require any type of down payment or equity contribution from the school. TACSFF fully funds all development costs.
- Option to purchase: TACSFF serves as a "bridge to home ownership" and is motivated to help the school reach stabilization so it can afford to ultimately purchase the facility. The purchase option prices are determined from the outset and are embedded into the Lease. The school is able to purchase the facility from TACSFF in it 4<sup>th</sup> or 5<sup>th</sup> year. TACSFF has already had 10 of its portfolio schools purchase their facilities from TACSSF. In all cases, the schools have obtained optimal long-term financing and in most cases TACSFF has aided in this effort by introducing schools to the appropriate underwriters and bond counsel. TACSFF would do the same for Hawking from the very beginning. In the event that Hawking chooses not to purchase the facility from TACSFF, it will enjoy a 29-year lease with annual escalators starting in Year 6 of 2.25%; the escalator of 2.25% is extremely reasonable and below typical market rates in order to ensure continued long-term affordability for the school.

RECRUITMENT & RETENTION: Stephen W. Hawking I Charter School will develop a comprehensive Recruitment and Retention plan to ensure annual maximized enrollment at the new school site; and that it retains its students year-after-year with the input of its stakeholders and approval of its governing board. In addition, in order to ensure it retains its former students when the school relocates, Stephen W. Hawking 1 plans to seek a material revision of its charter that addresses both facilities and admission preferences.

## F. TRANSPORTATION

Transportation will not be provided by Stephen W. Hawking Charter School except as required by law for students with disabilities in accordance with a student's IEP. Students beyond walking distance will be encouraged to use public transportation. Stephen W. Hawking Charter School may contract with the public transit system for reduced fair bus passes for students and may provide passes to free and reduced qualified students who do not live within walking distance to school.

#### G. POTENTIAL CIVIL LIABILITY EFFECTS

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

Stephen W. Hawking Charter School is operated by the Stephen W. Hawking Charter Schools, a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an authority that grants a charter to a charter school operated by 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. Stephen W. Hawking Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of Stephen W. Hawking Charter School.

The corporate bylaws (Appendix C) of Stephen W. Hawking Charter School provides for indemnification of its Board of Trustees, officers, agents, and employees, and Stephen W. Hawking Charter School maintains general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks (Appendix I). As stated above, insurance amounts are determined by recommendation of the District and Stephen W. Hawking Charter School 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 Stephen W. Hawking Charter School.

The Board of Trustees institutes appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

In addition, Stephen W. Hawking Charter School has negligible financial impact and contributes positively to the Sweetwater Union High School District because:

- Stephen W. Hawking Charter School works with the charter community's recommended professionals to advise Stephen W. Hawking Charter School in the best business practices for charter schools, including the California Charter Schools Association (CCSA) and its consultants.
- Stephen W. Hawking Charter School has hired ExED for fiscal accountability
- Stephen W. Hawking Charter School has a highly qualified Principal
- Stephen W. Hawking Charter School is operated by the Stephen W. Hawking Charter School, a non-profit public benefit corporation.
- Stephen W. Hawking Charter School carries appropriate insurance, including liability, errors and omissions insurance.
- Stephen W. Hawking Charter School recognizes the need for annual school visits from the District and the development of a cooperative relationship
- Stephen W. Hawking Charter School pays for any services not required from the District to provide, per a separate MOU.

• Stephen W. Hawking Charter School provides choice for students and facilities in the Sweetwater Union High School District.

#### TERM OF THE CHARTER

The term of this charter renewal shall be for a five-year period beginning July 1, 2017 and ending on June 30, 2022.

APPENDIX A: DATA QUEST REPORTS

APPENDIX B: ARTICLES OF INCORPORATION

APPENDIX C: BOARD BYLAWS APPENDIX D: BOARD ROSTERS

**APPENDIX E: RESUMES** 

APPENDIX F: CONFLICT OF INTERST CODE/POLICY

APPENDIX G: EMPLOYEE HANDBOOK

APPENDIX H: 2016-17 LCAP

APPENDIX I: CERTIFICATE OF LIABILITY INSURANCE APPENDIX J: UNIFORM COMPLAINT PROCEDURES

APPENDIX K: COMPREHENSIVE SCHOOL SAFETY PLAN

APPENDIX L: PARENT/STUDENT HANDBOOK

APPENDIX M: LETTERS OF SUPPORT

APPENDIX N: 5-YEAR BUDGET; 3-YEAR CASH FLOW



## STEPHEN W. HAWKING CHARTER SCHOOL TK-12

CHARTER RENEWAL PETITION
FOR THE TERM OF JULY 1, 2017 – JUNE 30, 2022

RESPECTFULLY SUBMITTED ON JANUARY 23, 2017 TO:

THE TRUSTEES OF THE SWEETWATER UNION HIGH SCHOOL DISTRICT

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#### ASSURANCES, AFFIRMATIONS & DECLARATION

Stephen W. Hawking Charter School (the "Charter School"), a California public charter school located within the boundaries of the Sweetwater Union High School District (the "District" or "SUHSD") and authorized by the Sweetwater Union High School District Board of Education, 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 assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- Hawking STEAM Charter Schools declares that it shall be deemed the exclusive public school employer of the employees of Stephen W. Hawking Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]
- The Charter School shall be non-sectarian in its programs, admissions 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 admit all students who wish to attend the Charter School, 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 not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.

- 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 is required to hold. As allowed by statute, flexibility will be given to noncore, 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. 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. Education Code Section 47612.5(a)(2)]
- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's education programs. [Ref. Education Code Section 47605(c)]
- The Charter School shall comply with any applicable jurisdictional limitations to locations of its facilities. [Ref. 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. Education Code Sections 47612(b) and 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- 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]
•	The Charter School hereby declares that the Charter School, operated by or as its nonprofit public benefit corporation, is and shall be the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act (EERA), Chapter 10.7 (commencing with Section 3540) of Division 4 of Title I of the Government Code $47605(B)(5)(O)$ . Charter School shall comply with all provisions of the EERA and shall act independently from Sweetwater Union High School District for collective bargaining purposes. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.
	Principal Date

#### **EXECUTIVE SUMMARY**

#### CHARTER RENEWAL CRITERIA

Evidence of Meeting Charter Renewal Standards Pursuant to Education Code Section 47607(b) and the California Code of Regulations, Title 5, Section 11966.4(a)(1)

Education Code Section 47607(b) requires that a charter school must meet at least one of the following renewal criteria prior to receiving a charter renewal:

- Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years, both school wide and for all groups of pupils served by the charter school.
- (2) Ranked in Deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.
- (3) Ranked in Deciles 4 to 10 inclusive, on the API for a demographically comparable school in the prior year or in two of the last three years.
- (4) The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.
- (5) Has qualified for an alternative accountability system pursuant to subdivision (h) of Education Code Section 52052.

The Charter School meets the criteria of Section 47607(b)(2) because it ranked in decile 8 on the API in the most recent year rankings were calculated (2013).

As indicated below with 2016 California Assessment of Student Performance and Progress ("CAASPP") comparison data, the Charter School meets the criteria of Education Code Section 47607(b)(4). (See also Appendix A: CDE Dataquest/CAASPP Reports.)

COMPARISON TO PUBLIC SCHOOLS THAT CHARTER SCHOOL PUPILS WOULD OTHERISE ATTEND

COMPARISON ELEMENTA	ARY SCHOOLS	PERCENTAGE					
OF STUDENTS MEETING	G/EXCEEDING	STANDARDS					
2016 CAA	SPP RESULTS:						
ELA MATH							
Stephen W. Hawking I	50%	45%					
Lauderbach	49%	36%					
Montgomery	36%	30%					
Castle Park	51%	37%					
Loma Verde	51%	40%					
Hilltop Drive	65%	56%					
Vista Square	41%	25%					
Juarez-Lincoln	49%	26%					
Rice	47%	35%					
Stephen W. Hawking II	34%	32%					

DEMOGRAPHICS OF NEIGHBORING SCHOOLS											
SCHOOL	GRADES	% FRL	%ELL	%AFR-AMER	% ASIAN	% FILIIPINO	% HISPANIC	% WHITE			
Stephen W. Hawking I	K-6	75.0%	50.8%	1.3%	0.0%	0.8%	88.3%	6.1%			
Lauderbach	K-6	85.1%	70.7%	1.6%	0.2%	1.5%	92.7%	2.2%			
Montgomery	K-6	91.6%	74.3%	0.6%	0.6%	0.9%	94.6%	2.7%			
Castle Park	K-6	90.1%	47.4%	1.9%	0.7%	2.6%	88.4%	5.4%			
Loma Verde	K-6	81.5%	59.2%	2.1%	0.2%	6.1%	85.9%	3.4%			
Hilltop Drive	K-6	70.3%	28.2%	1.8%	0.4%	1.2%	84.0%	9.9%			
Vista Square	K-6	84.8%	52.1%	2.8%	0.5%	2.0%	87.1%	6.8%			
Juarez-Lincoln	K-6	69.9%	53.1%	4.8%	1.6%	6.7%	80.5%	2.5%			
Rice	K-6	82.2%	53.4%	2.5%	1.3%	2.9%	83.8%	8.3%			
Stephen W. Hawking II	K-6	83.0%	68.9%	0.6%	0.0%	0.6%	96.5%	1.2%			

# <u>Use of Alternative Measures & Increases in Pupil Academic Achievement Pursuant to Education Code Section 52052(e)(4) and Education Code Section 47607(a)(3)</u>

Assembly Bill 484 amended Education Code sections 52052(e)(2)(F) and 52052(e)(4) to allow schools that do not have an API calculated to use one of the following criteria to meet legislative and/or programmatic requirements:

- The most recent API calculation;
- An average of the three most recent annual API calculations; or
- Alternative measures that show increases in pupil academic achievement for all groups of pupils school-wide and among significant groups.

As indicated below with 2015 and 2016 CAASPP data, the Charter School meets the charter renewal criteria established in Education Code Section 47607(b) by utilizing alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among significant groups, as allowed by Education Code Section 52052(e)(4)(C).

Additionally, Education Code Section 47607(a)(3) requires the authorizer to consider increases in pupil academic achievement for all groups of pupils served by the charter school (defined as numerically significant pupil subgroups) as the most important factor in determining whether to grant a charter renewal.

#### CHARTER SCHOOL PERFORMANCE: CAASPP RESULTS

The following charts provide a comparison between 2015 and 2016 CAASPP School-wide Results for ELA disaggregated by subgroup; and performance level.

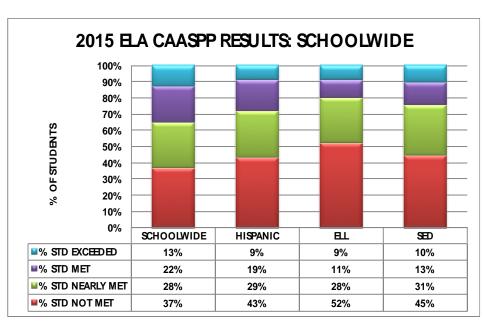
- School-wide: Increased from 35% in 2015; to 50% in 2016
- Hispanic subgroup: Increased from 28% in 2015; to 48% in 2016
- EL subgroup: Increased from 20% in 2015; to 38% in 2016
- Socioeconomically Disadvantaged: Increased from 23% in 2015; to 44% in 2016

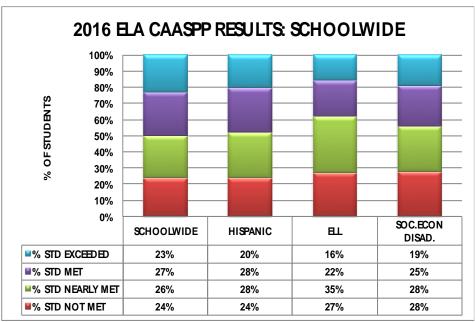
2015 vs. 2016 ELA CAASPP: PERCENTAGE OF								
STUDENTS MEETING/EXCEEDING STANDARDS								
2015 2016 % CHANGE								
ALL STUDENTS	35%	50%	+15%					
HISPANIC	28%	48%	+20%					
ELL	20%	38%	+18%					
SOC ECON DISADV.	23%	44%	+21%					

The following charts provide a comparison between 2015 and 2016 CAASPP School-wide Results for ELA disaggregated by subgroup; and performance level.

- School-wide: Increased from 40% in 2015; to 45% in 2016
- Hispanic subgroup: Increased from 33% in 2015; to 42% in 2016
- EL subgroup: Increased from 26% in 2015; to 35% in 2016
- Socioeconomically Disadvantaged: Increased from 32% in 2015; to 38% in 2016

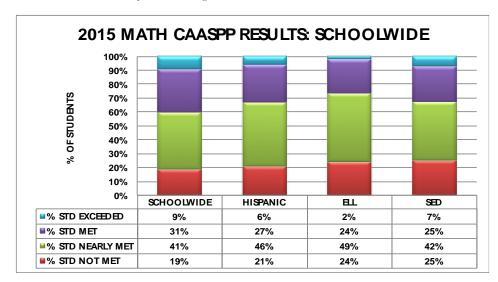
2015 vs. 2015 MATH	CENTAGE OF	STUDENTS						
MEETING/EXCEEDING STANDARDS								
2015 2016 % CHANGE								
ALL STUDENTS	40%	45%	+5%					
HISPANIC	33%	42%	+9%					
ELL	26%	35%	+9%					
SOC ECON DISADV.	32%	38%	+6%					

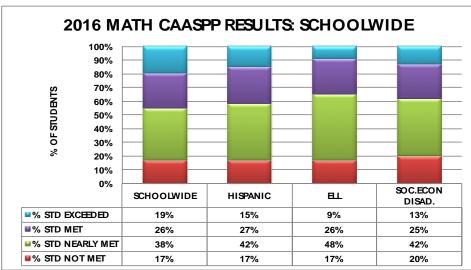




The following charts provide a comparison between 2015 and 2016 CAASPP School-wide Results for Math disaggregated by subgroup; and performance level.

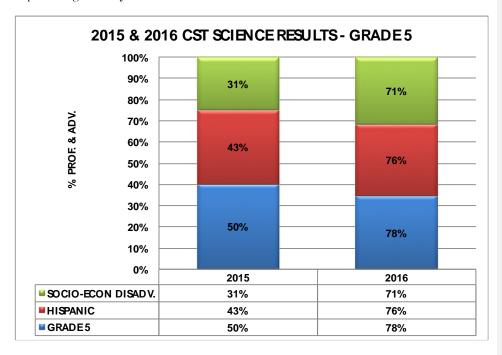
- School-wide: Increased from 40% in 2015; to 45% in 2016
- Hispanic subgroup: Increased from 33% in 2015; to 42% in 2016
- EL subgroup: Increased from 26% in 2015; to 35% in 2016
- Socioeconomically Disadvantaged: Increased from 32% in 2015; to 38% in 2016





**CST SCIENCE RESULTS** 

The following chart illustrates the  $5^{\rm th}$  grade student performance on the CST Science assessment for both 2015 and 2016, further disaggregated by subgroup. All subgroups improved significantly.



## INTERNAL ASSESSMENTS

The Charter School uses internal formative and summative assessments to direct instruction in all subject areas. However, in state tested subjects of Math and English Language Arts, the Charter School uses Summative and Computer Adaptive assessment programs: Achieve 3000 for reading; and Renaissance Learning (Star Math) for Mathematics.

These programs provide our instructors with critical data that gauges how students are performing and progressing in reading and mathematics; and provides students with exposure to an online testing platform similar to CAASPP testing.

Stephen W. Hawking Charter School uses web-based supplemental programs and assessment in order to provide our teachers with 'real-time' data that will drive instructional decisionmaking; identifying student strengths, and learning gaps. Findings from these assessments guide our teachers in identifying which targeted intervention program best meets the academic needs of each student: including planning for guided reading and guided math instruction; further scaffolding of instruction, use of additional instructional materials; targeted small group instruction; and identify what students are ready to learn.

#### **ACHIEVE 3000**

Achieve3000 is a web-based program used daily by all students that provides differentiated instruction in an adaptive content system that integrates ongoing assessment, engaging nonfiction content and robust scaffolds; and linguistic supports for struggling students and English Language Learners. This program accelerates learning gains and empowers all students to build critical literacy skills needed for College and Career Readiness. With Achieve 3000, our students build reading stamina through close reading of rigorous informational text with targeted scaffolding.

Achieve 3000's Level Set Assessment establishes a baseline Lexile level for each student and provides differentiated, tailored text, through ongoing assessments and adaptive content. It also includes a College and Career Readiness (CCR) report that forecasts student preparedness and adjusts those forecasts automatically when a student's Lexile® level increases to guide instruction that aligns with each student's needs.

#### RENAISSANCE LEARNING - STAR MATH

Renaissance Star Math assessment is a web-based computer adaptive assessment that provides teachers with various types of reports including: domain mastery by grade level; a standardsmastery report within the domain; and individual student level of mastery report; that identifies each student's strengths, learning gaps; and what students are ready to learn. Our goal is for students to take ownership of their learning and develop their own growth targets that exceed those identified by STAR Math.

In Fall 2016, our school adopted Eureka math curriculum, which is being used in conjunction with STAR Math as an assessment tool; and STAR 360 as supplemental curriculum. Annually our Principal, in collaboration with all teachers assesses the quality, content and rigor of the adopted curriculum, supplemental curriculum and assessments. As such we will re-assess whether to continue with STAR Math assessments, since we plan to implement the Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP) assessments starting Fall 2017 for reading, language, science and mathematics.

#### CAASPP SCALE SCORES: COMPARISON WITH LOCAL SCHOOLS

The State Board of Education (SBE) has identified the use of scale scores as an accurate method to measure progress on CAASPP rather than focusing on the percentage of students who have met and/or exceeded standards and will serve as the academic indicator on the LCFF Evaluation Rubrics. That method of comparison is not a true indicator of progress over time, since CAASPP results have different ranges for scale scores and it is a computer adaptive test; which differs tremendously from the former CST/STAR test, a criterion-referenced test.

Scale scores are an important measure on the California Assessment of Student Performance and Progress (CAASPP). Student achievement performance levels are assigned on the basis of scale scores. Scale scores are the basic units of reporting. These scores fall along a continuous vertical scale that increases across grade levels. When aggregated these scores also describe school and district-level changes in performance on the CAAASPP and can measure gaps in achievement among different groups of students and it provides a common reference when

using longitudinal reports in order to make year-to-year comparisons and assess growth and needs.

The CAASPP assessments were scaled vertically, which means that scores for certain questions that were common between adjacent grades were linked. This makes it possible to monitor students" year-to-year progress in assimilating the Common Core State Standards (CCSS) and to describe student progress over time across grade levels. Scale scores offer a more precise way to determine students' performance on the CAASPP assessments than achievement levels because each level is based on a range of numbers, rather than an individual number as in a scale score. Scale score ranges are listed in the charts above for ELA and Math. The scale score allows for meaningful comparisons between individual students and group comparisons between schools, and LEA's across grade levels with the same content area.

In 2015, the California Department of Education (CDE) approved the implementation of the California Assessment of Student Performance and Progress (CAASPP) in ELA and Math for grades 3-8 and 11.

The following charts provide a comparison of student performance in grades 3-6 on the CAASPP using Scale Scores from 2015 and 2016 and further disaggregated by numerically significant subgroup. For the change column, those noted in red denote a decline in grade level performance, while green represents an improvement. Also, those denoted by an asterisk are subgroups that had 10 or fewer students tested, therefore a scale score was not reported.

GRADE 3 CAASPP SCALE SCORES COMPARISON								
		ELA MATH						
	2015	2015 2016 CHG (+/-) 2015 2016 CH						
GRADE 3	2366.6	2450.9	84.3	2412.1	2443.4	31.3		
HISPANIC	2356.2	2448.4	92.2	2405.3	2440.2	34.9		
EL	2342.4	2439.9	97.5	2399.3	2427.7	28.4		
SOC ECON. DISADV	2359.4	2444	84.6	2407.5	2434.8	27.3		

GRADE 4 CAASPP SCALE SCORES COMPARISON								
	ELA MATH							
	2015	2015 2016 CHG (+/-) 2015 2016						
GRADE 4	2476.3	2419.9	-56.4	2513.5	2448.6	-64.9		
HISPANIC	2467.8	2415.5	-52.3	2505.4	2444.7	-60.7		
EL	*	2411.9	*	*	2442.3	*		
SOC ECON. DISADV	2467.5	2410.1	-57.4	2503.9	2442.3	-61.6		

As a result of the decline in performance of the grade 4 cohort as evidenced in the 2016 CAASPP results for ELA and mathematics, our school has made the following modifications for our currently enrolled fifth grade students:

• Shifted to a daily 2 hour ELA block of instruction & 2 hour math block of instruction that includes heterogeneous and homogeneous small group targeted instruction; and daily use of formative assessments (entrance/exit slips) to check for understanding

- Hired 2 instructional assistants that collaborate with the classroom teacher and provide additional academic support; while the credentialed teacher works closely with the identified lowest performing group of students
- Teachers have received additional professional development on math instruction
- As a grade level: SMART goals were developed that are reviewed and monitored on a monthly basis
- Additional use of Achieve 3000 for reading support; and monitor monthly progress
- Monthly Star Math Assessments to monitor individual student growth

In the 2014-15 school year, Stephen W. Hawking Charter School served grades K-5; and in 2015-16 school year expanded to serve grades TK-6. Therefore, there are no CAASPP results for grade 6 in 2015.

GRADE 5 CAASPP SCALE SCORES COMPARISON								
		ELA MATH						
	2015	2016	CHG (+/-)	2015	2016	CHG (+/-)		
GRADE 5	2494.8	2527.3	32.5	2486.7	2556.7	70		
HISPANIC	2484.1	2522.4	38.3	2472.4	2547.3	74.9		
EL	* * *							
SOC ECON. DISADV	2468.7	2518.1	49.4	2464.6	2538.2	73.6		

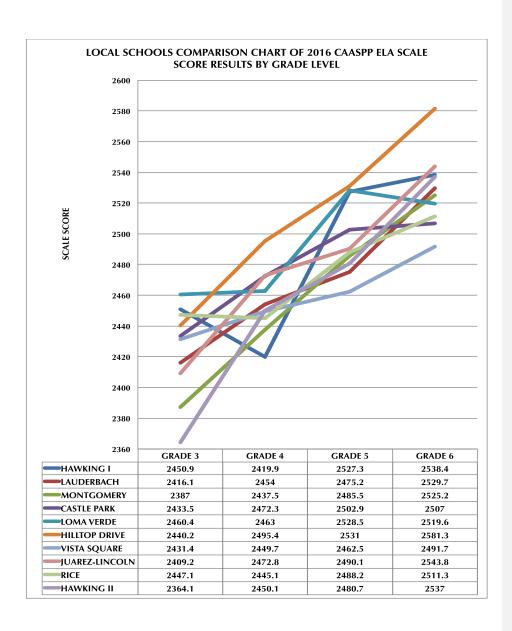
GRADE 6 CAASPP SCALE SCORES COMPARISON								
		ELA MATH						
	2015	2016	CHG (+/-)	2015	2016	CHG (+/-)		
GRADE 6	N/A	2538.4		N/A	2530			
HISPANIC	N/A	2527.5		N/A	2520.7			
EL	N/A	*		N/A	*			
SOC ECON. DISADV	N/A	2505.1		N/A	2507.8			

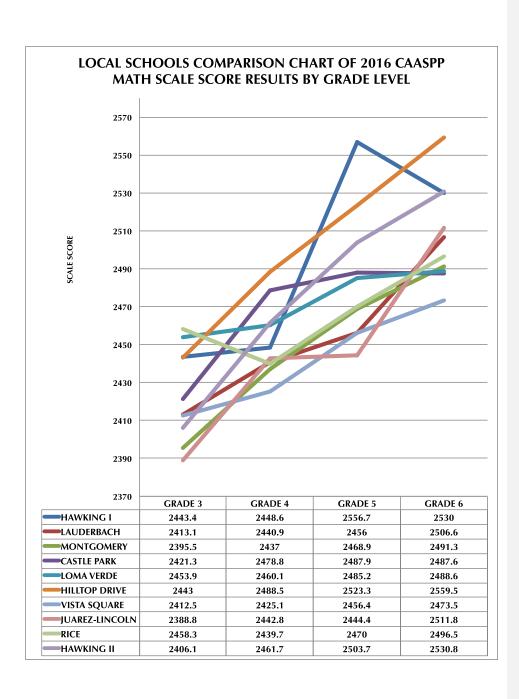
The following charts represent the cut scores for ELA and Mathematics by grade level and academic performance on the CAASPP established by the CDE/SBE.

CAASPP ELA	STD NOT MET	STD NEARLY MET	STD MET	STD EXCEEDED	MAX
Grade 3	2114	2367	2432	2490	2623
Grade 4	2131	2416	2473	2533	2663
Grade 5	2201	2442	2502	2582	2701
Grade 6	2210	2457	2531	2618	2724
Grade 7	2258	2479	2552	2649	2745
Grade 8	2288	2487	2567	2668	2769
Grade 11	2299	2493	2583	2682	2795

CAASPP MATH	STD NOT MET	STD NEARLY MET	STD MET	STD EXCEEDED	MAX
Grade 3	2189	2381	2436	2501	2621
Grade 4	2204	2411	2485	2549	2659
Grade 5	2219	2455	2528	2579	2700
Grade 6	2235	2473	2552	2610	2748
Grade 7	2250	2484	2567	2635	2778
Grade 8	2265	2504	2586	2653	2802
Grade 11	2280	2543	2628	2718	2862

The following charts compare grade 3-6 CAASPP Scale Scores from 2015 to 2016 and by local neighboring elementary schools. For Stephen W. Hawking Charter School, there have been significant gains from 2015 (baseline) to 2016 in student performance.





# ENGLISH LEARNER RECLASSIFICATION RATES

The following chart illustrates the annual reclassification rates for EL. Stephen W. Hawking Charter School has recently revised their Reclassification criterion that uses CAASPP assessment results as a factor. The reclassification criteria include a comprehensive review of assessments, student work, teacher feedback and parent input.

RECLASSIFICATION RATES					
	TOTAL # PERCENTAGE				
2014-15	3	1%			
2015-16	20	10%			

# AVERAGE DAILY ATTENDANCE

The following chart illustrates the Average Daily Attendance (ADA) for the past four years. The Principal closely monitors attendance reports on a daily and weekly basis. Parents are contacted when students are absent in order to address the reason for the absence; and prevent truancy. Stephen W. Hawking has also implemented school-wide attendance initiatives to maintain high attendance rates that average 96-97%.

	TOTAL ADA
2013-14	91%
2014-15	97%
2015-16	96%
2016-17	97%

# SUSPENSION & EXPULSION RATES

The following chart provides an overview of the suspension and expulsion rates for the past 4 years. Our charter school has effectively implemented the HBOT character traits program that encompasses key elements of mindfulness. This program has promoted a school-wide 'Culture of Learning,' and 'Culture of Respect,' that are exuded by both students and adults. A positive school climate is instrumental in engaging students, ensuring positive behavior, and in providing an environment that is conducive to learning.

	SUSPENSION RATE %	EXPULSION RATE %
2013-14	0.8%	0%
2014-15	2.6%	0%
2015-16	0.9%	0%
2016-17	1.0%	0%

# OTHER RELEVANT DATA

Stephen W. Hawking has implemented a data-driven culture school-wide where the Principal and Interventionist meets with teachers in grade level teams to review, disaggregate and analyze student achievement data from local and state mandated assessments on a bi-weekly basis. On a monthly basis, the Principal, and interventionist present school-wide and grade level data to teacher during staff development meetings to further review student achievement data and identify which students require intervention and/or referral to the Student Success Team (SST).

The SST process provides the platform whereby students, parents, teachers and administration collaborate to develop goals and identify appropriate interventions to be provided. As a result, students have a voice and take ownership of their learning in developing academic goals.

At Stephen W. Hawking Charter School, academic intervention and social enrichment programs are structured based on identified student needs. This process allows teachers to focus on creating meaningful curriculum that addresses student academic, social and emotional needs with the course content.

#### PHYSICAL FITNESS TEST (PFT)

In 2015, Stephen W. Hawking Charter School launched a campaign to inspire students to learn about the benefits of physical health and athletics in addition to the arts. As a result, the "A" in STEAM stands for "athletics and the arts." The  $5^{\rm th}$  grade math teacher and physical education teacher designed a math project to track student Fitnessgram data and goal setting, and illustrated this with graphs. Our parent volunteers served as examiners and motivators while community members donated materials and their time. The campaign was successful as illustrated in our 2016 Fitnessgram results.

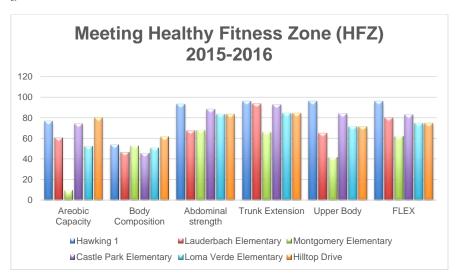
In addition, our school plans to host a Health Fair that includes health screenings, and information on health and fitness open to the public at no cost, as part of our continuous campaign on physical fitness.

The following bar graph and chart illustrate Stephen W. Hawking Charter School's grade 5 performance on the 2016 Physical Fitness Test (PFT) in the six areas tested; compared with those results of the following schools:

- Lauderbach Elementary
- Castle Park Elementary
- Loma Verde Elementary
- Hilltop Drive
- Montgomery Elementary

Although our students outperformed these local schools in all areas, we have identified 'body composition,' as an area for growth. As a result, this year, our credentialed physical fitness teacher has made modifications to the curriculum; our school has started a grade 5 soccer team that includes conditioning skills, where students increase muscle mass while burning fat; and our entire campus has contracted meal services through Revolution Foods that provides healthy, organic meals; that contain no transfats; and no preservatives. In addition, the sale of junk food, or soda on campus is prohibited. Our school has partnered with Youth to the Core

that provides our students with lessons on nutrition, health and physical fitness starting with grade 2.



	H1	LM	ME	CPE	LVE	HD
Aerobic Capacity	76.9	60.9	9.4	74.3	52.5	80.2
<b>Body Composition</b>	53.8	46.7	52.8	45.7	50.8	61.5
Abdominal strength	93.3	67.4	67.9	88.6	83.6	83.5
Trunk Extension	96.2	93.5	66	92.9	84.6	84.6
Upper Body	96.3	65.2	41.5	84.3	71.4	71.4
FLEX	96.2	80.4	62.3	82.9	74.7	74.7

# ACCOMPLISHMENTS FROM THE LAST CHARTER TERM

The following is a list of accomplishments that support our charter school's mission and vision:

- In the first year of operation, the local news featured Stephen W. Hawking Charter School as one of the first Science, Technology, Engineering, Arts/Athletics, and Mathematics ("STEAM") focused Charter Schools serving the South Bay community.
- 2. In 2012, the San Diego Marine Group donated equipment to launch our first soccer
- 3. The San Diego Center for World Music provided our charter school with a grant that funded music instruction specifically on how to play the Tabla, an Indian drum, and incorporating math standards to music instruction. As a result of this program, our Charter School was recently featured in a documentary discussing the impact of music in primary education.

- 4. In 2014, Teacher Created Materials (TCM) awarded Stephen W. Hawking Charter School with the following educational materials: a complete Phonics curriculum; an online library containing over 250 books; guided reading libraries; and arts integrated teachers' guides currently used for Science learning centers.
- 5. Achieve 3000, awarded our school a one-year free subscription to pilot Smarty Ants, a phonics based program for grades TK-2.
- 6. Our school's sound system was upgraded as a result of a generous grant.
- 7. Our school has partnered with Urban Corps of San Diego County who provides recycling services and guest speakers who discuss the impact of preservation and conservation with our students.
- 8. Our school has developed a partnership with the Sierra Club who provides Inspiring Connections Outdoors ("ICO") activities for our students. These outdoor activities include backpacking, camping, canoeing, skiing, sledding, rafting, and hiking. The program promotes a deep appreciation for and the protection of the natural environment for our students through their participation in outdoor adventures and environmental education.
- Our school hosts field trips for students to participate in the following activities: golfing, bowling, cycling, and swimming.
- 10. The Maldonado Family Foundation donated supplies (soil, seeds, composting supplies) and training to launch the Stewards of the Land ("SOL") Workers.
- 11. There has been a 100% parent attendance at both the school-wide Expos (Presentations of Learning), and the Student Led Conferences ("SLC").
- 12. Since 2012, the Charter School has successfully launched 10 Expos with over 800 parents and family members in attendance.
- 13. Our students have led numerous canned food drives, resulting in over 500 pounds donated to the community. In addition, our students/families have donated over 1,000 toys to Toys for Tots as part of the Christmas drive.
- 14. Our staff and students have participated in run/walk competitions that support various health initiatives and non-profit organizations.
- 15. Our school's staff retention rate has maintained at 90% since 2012.

#### STEAM-BASED PROGRAM ADOPTION

As a STEAM-based educational program, Stephen W. Hawking strives to integrate the "arts" across all disciplines. Our teachers have received extensive professional development on both arts and technology-based integration to ensure teachers utilize and expose our students to technology-based tools as part of their learning experience and platform. In addition, for our students to be successful, our school implemented a rigorous and Common Core aligned literacy and math program, The following chart provides a list of the web and non-web based curriculum and supplemental curriculum that have been adopted school-wide.

Curriculum	Grade Level	Description
------------	-------------	-------------

Smarty Ants	TK-2	A computer adaptive program that focuses on phonics development.
Little Bits Robotics	TK-2	Engineering: This program provides students with a basic understanding of robotics and engineering concepts.
RazKids	TK-2	Provides students with an online library of books, in order to foster the love of reading. We strongly encourage students/families to also use this program at home.
Mystery Science	TK-2	This is a hands-on web-based science and engineering program aligned to the Next Generation Science Standards (NGSS). The program provides videos for streaming that students can access based on their level of understanding.
Brain Pop & Brain Pop Jr.	ТК-з	Provides access to online streaming of 1,000 short animated movies for students in grades K-12 (ages 6 to 17), that include quizzes and supplemental guides covering all STEAM disciplines.
Khan Academy	3-6	An online program where students can access videos across most disciplines. Our high achieving and low-achieving students access these videos for reteaching or advance to the next level in math.
TCI Science	3-6	An online program that provides teachers with tools, resources and science curriculum that is engaging and aligns to the NGSS.
Achieve 3000	3-6	Achieve3000 is a web-based program used daily by all students that provides differentiated instruction in an adaptive content system that integrates ongoing assessment, engaging nonfiction content and robust scaffolds; and linguistic supports for struggling students and English Language Learners.
Center for World Music	TK-6	Teaching Artists/musicians who have a deep understanding of world music. They serve as teaching assistants at our school.
Music IQ	TK-6	An online music program used by students who are learning to play the piano.

STEAM Lab	TK-6	A lab where students are engaged in STEAM activity rotations every 20 minutes.
Eureka Math	TK-6	Also known as EngageNY— Eureka Math was designed specifically for the Common Core Standards in mind. It provides TK-12 curriculum that sequences mathematical progressions into modules.
Renaissance Learning	TK-6	A computer adaptive math benchmark assessment used to provide teachers with snapshots on student learning; and provides students with individual lessons at their pace. It is an online blended learning tool used by teachers.
Gadgets and Gizmos	TK-6	An engineering curriculum organization that provides hands-on engineering experiences to our students each week.

#### **ELEMENT 1: EDUCATIONAL PROGRAM**

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

<u>The</u> 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 these goals. Education Code Section 47605(b)(5)(A)(ii).

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

Governing Law: If the proposed school will serve high school pupils, information as to the manner in which the charter school will inform parents as to whether each individual course offered by the charter school meets college entrance requirements. Courses approved by the University of California or the California State University as satisfying their prerequisites for admission may be considered as meeting college entrance requirements.—Education Code Section 17605.6(b)(5)(A)(i-iv)

#### MISSION

Stephen W. Hawking Charter School prepares students for college and career readiness through an integrated Project-based STEAM curriculum that includes social emotional awareness.

# VISION

Stephen W. Hawking Charter School's vision is to ensure that Transitional Kindergarten through grade 12 students are engaged in discovery, exploration, and problem-solving through rigorous Project Based Learning activities, aligned to the Common Core State Standards ("CCSS") and the Next Generation Science Standards ("NGSS") that are STEAM-based. We strive to develop our students' academic, social, and emotional knowledge so they may engage in public discussions, presentations and pursue STEAM-focused careers.

#### SCHOOL CULTURE

Our school culture is outlined by our Community Commitments, represented by the letters "H-BOTS." H-BOTS is a symbol of an entity that can be transformed into anything one's imagination desires. The acronym stands for:

- H: Be Healthy (mind, body and spirit)
- B: Be Your Best (never give up, value the discipline to reach your goals)

Commented [JR2]: Item #9

- O: Be Open-minded (think outside of the box)
- T: Be Terrific (character traits represented by consonants: trustworthy, responsible, respectful, fair, compassionate and caring)
- S: Learn through STEAM

# COMMUNITY NEED FOR THE CHARTER SCHOOL

Stephen W. Hawking Charter School was established in 2012 as the first STEAM public school serving the South Bay. Currently, our charter school serves 437 students in grades TK-6 and within 5 years will serve a total of 1,175 students in grades TK-10 by Fall 2021 (the term of this 5-year charter petition). Stephen W. Hawking Charter School provides all students with an innovative and rigorous STEAM educational program. Our mission is to prepare our students for college and career readiness through an integrated Project-based STEAM curriculum that includes social emotional awareness.

#### STUDENT POPULATION SERVED "OUR STUDENTS"

Stephen W. Hawking Charter School serves a student population reflective of the general population residing in the territorial jurisdiction of the District. It includes:

- 90% Hispanic
- 3% White
- 2% Asian
- 2% African-American
- 3% 2+ Races
- 75% Free/Reduced Lunch
- 50% English Language Learners
- 4% Students with Disabilities

Stephen W. Hawking Charter School has implemented the following programs to provide educational equity and support for students and their families served:

- An academic tutoring program that takes place before & after-school
- Access to the Computer Lab for upper grade students who do not have access to internet at-home to complete homework
- Onsite parent room that has computers with access to the internet for parent use
- · After school program focused on athletics and team building
- 1:1 Student to computer ratio in grades 2-6
- Provide families with information on reduced-price internet service for home use, via Cox Cable

#### PROJECTED ENROLLMENT

The following chart illustrates our charter school's five-year projected enrollment and grade expansion. Stephen W. Hawking Charter School will serve grades TK-10 by fall 2021; and will reach maximum enrollment of 1,350 students in grades TK-12 by fall 2023. The following chart illustrates the 5-year projected enrollment by grade level. Starting with the 2017-18 school year, our charter school will gradually increase by one classroom starting with Kindergarten and will again continue to do so the following school year in fall 2018, in order to serve 100 students per grade level.

	5-YEAR PROJECTED ENROLLMENT														
	TK	K	GR 1	GR 2	GR 3	GR 4	GR 5	GR 6	GR 7	GR 8	GR 9	GR 10	GR 11	GR 12	TOTAL
2017-18	25	75	75	75	75	75	75	60	0	0	0	0	0	0	535
2018-19	50	100	100	100	100	100	100	100	75	0	0	0	0	0	825
2019-20	75	100	100	100	100	100	100	100	100	75	0	0	0	0	950
2020-21	100	100	100	100	100	100	100	100	100	100	75	0	0	0	1075
2021-22	100	100	100	100	100	100	100	100	100	100	100	75	0	0	1175

In accordance with Education Code Section 47605(a)(6), the Charter School is proposing to serve students in all of the grade levels served by the District. Per the enrollment projections listed above, Stephen W. Hawking Charter School will not be expanding into middle and high school in the 2017-2018 school year. Due to facility limitations, the Charter School feels that it will not be able to launch its first middle school classrooms successfully and with fidelity to the educational program described herein. Therefore, once Stephen W. Hawking Charter School's new facility is completed (currently anticipated to be summer of 2018), the Charter School will expand to serve students in middle and high school grades.

As Hawking transitions to serve middle and high school grades, it will hire appropriately credentialed staff with expertise in these areas. Currently, we are researching high quality middle and high school STEAM programs as we continue to plan and develop our contiguous K-12 model to best serve the academic needs of our students, based on data collected from our currently enrolled students. We will therefore implement an educational program built upon this longitudinal data.

#### STUDENT LEARNER OUTCOMES

The Student Learner Outcomes (SLO) are measurable school-wide goals that every student is expected to achieve upon graduation from Stephen W. Hawking Charter School. Our SLO's are embedded in our curriculum, instructional practice, core values and daily culture school-wide

# Stephen W. Hawking Charter School graduates will be: Critical Thinkers who:

- Apply, analyze, identify, synthesize and evaluate information and experiences.
- Connect the skills and content learned across the curriculum and evaluate multiple points of view.
- Use the Inquiry Process to address a problem, hypothesize, analyze, and draw conclusions as they investigate an issue/problem.
- Collaborate and Participate in Experiential Learning and utilize problem-solving techniques

# Effective Communicators who:

- Demonstrate Content area and grade level mastery in Reading, Writing, Mathematics, History and Science
- Lollaborate, work effectively, and manage interpersonal relationships with peers.
- Participate in projects, presentations, Expos, and host exhibitions, which connect students to the 'real world' and the community.

Commented [JR3]: Item #1

Utilize problem-solving techniques for conflict resolution and to compromise

# 21st Century Scholars who:

- **↓** Use technology effectively as a learning tool to access information.
- → Demonstrate the ability to integrate technology as an effective tool in their daily lives.
- **↓** Use Visual and Performing Arts as learning tools and a means of expression.
- Have a clear understanding and will meet UC A-G eligibility requirements

# Socially Responsible Global Citizens who:

- **Lembrace** and respect cultural diversity through the understanding of our Global World.
- Demonstrate knowledge and understanding of American and World History and the values of different cultures (through a multi-cultural curriculum)
- Contribute to the improvement of life at their school and local community through leadership skills and participation in annual Community projects.

#### WHAT IT MEANS TO BE AN EDUCATED PERSON IN THE 21ST CENTURY

An educated person in the 21st Century must possess a diverse set of characteristics and skills in order to function in a global society. An educated person requires advanced levels of literacy and mathematical skills to thrive under the rigors of post-secondary challenges, and successfully navigate both their personal and professional lives. They require strong critical thinking skills to evaluate and synthesize the abundance of available information. Adolescents entering the adult world in the 21st Century require a firm grasp of technology through regular exposure and access to computers and technological tools. The educated person must possess a strong command of the emotional intelligences in order to communicate effectively, work well in teams with people of diverse backgrounds, and collectively solve problems. They must possess the capacity to draw upon their educational and experiential background to make decisions reflect those of a socially responsible global citizen.

Stephen W. Hawking Charter School will lead our students to become 21st century educated citizens. A Hawking graduate will be a person who possesses the following skills:

- Understands the core academic content at much higher levels than basic competency.
- Is adept at utilizing information technologies and communication technologies.
- Examines issues from multiple perspectives.
- Is respectful of themselves, others, and the environment.
- Takes responsibility for their behavior and the effect of their actions towards others and the environment.
- Assesses and solves problems both independently and collaboratively.
- Reflects on their own work and the work of their peers in a constructive manner.
- Understands the skills of democratic participation such as mediation and conflict resolution, leadership, consensus building, speaking and listening skills and collaboration.
- Communicates effectively in their ability to articulate written and spoken ideas clearly
  and confidently in more than one language.
- Holds a sense of personal commitment to action and service.

Is a self-directed, self-knowledgeable, and active participant in their communities, in life, and become lifelong learners.

Additionally, a 21st century educated person is resourceful and flexible to the changing demands of the job market

Stephen W. Hawking Charter School will instill in every student the thirst for knowledge by making substantive connections between classroom instruction and real-world applications. For our students this is accomplished daily through project based learning, mastery in digital technology that incorporate STEAM-based learning experiences.

Together as a community, Stephen W. Hawking Charter School teachers, students and parents transform the status quo into an educational opportunity that provides a learning environment that requires students to critical think and be creative, necessary skills to survive and succeed in the 21st century.

The goal at Stephen W. Hawking Charter School is to instill, tenacity, grit, and courage in every student so they will persevere and excel. We believe that providing a high quality and rigorous STEAM educational program to an underrepresented community will serve to transform the community and prepare our students to lead in the 21st century.

Stephen W. Hawking Charter School is distinguished by the following unique characteristics in creating a curriculum committed to 21st Century Learning Skills:

- The belief in a strongly articulated TK-12 continuous educational program that combines project based learning, with a STEAM-based educational program.
- Provide hands-on engaging and authentic learning experiences for students that are age appropriate and content relevant.
- Every classroom provides students with an environment of discovery, exploration, project building, collaborating and problem solving as part of daily instruction.
- All literacy and math curriculum is web-based, accessible to students at school and
- Course content and skills are taught using an interdisciplinary/cross-curricular approach for hands on learning to connect learning to real world challenges and possibilities.
- By developing students emotionally, socially and academically, the Charter School is confident that students will be prepared to engage in public discussions, presentations, and pursue post-secondary education.

# INNOVATIVE FEATURES OF THE STEAM EDUCATIONAL PROGRAM

Stephen W. Hawking Charter School serves as an educational laboratory to students in grades TK-12, through a rigorous and enriching STEAM educational program that incorporates

Science across all subjects, in a Project-based Learning environment, that differs from the traditional public school instructional setting.

Science is beautiful when it makes simple explanations of phenomena or connections between different observations. Examples include the double helix in biology and the fundamental equations of physics. ~ Stephen W. Hawking

Scientists have become the bearers of the torch of discovery in our quest for knowledge. ~ Stephen W. Hawking

- SCIENCE: Our Next Generation Science Standards ("NGSS") Science curriculum provides our students with hands-on exploration including a realia-based language acquisition program; that builds on a student's natural curiosity. Our charter school has adopted Seeds of Science, TCI Science, and KnowAtom as our NGSS core curriculum, and these have been budgeted for each classroom to ensure that students have access to science-enriched curriculum and instructional materials needed throughout the year.
- TECHNOLOGY: Starting with kindergarten, our charter school has implemented a one-to-one student to device ratio. Students in kindergarten through second grade use iPads to facilitate their learning; and students in grades three and above use netbooks. In addition, we maintain additional technological devices so that students can use and become familiar with different technology platforms, including Mac and Microsoft Windows operating systems. Our blended model includes the use of programs such as Khan Academy, Zearn Mathematics, Learning A to Z, Brain Pop, and various teacher selected iPad and Google applications that extend learning beyond the classroom. In addition, our students are learning to Code using the Codeable application along with Khan Academy. The main arguments behind the push for students to learn to code usually center on preparing students for future jobs. There is a skill shortage in the computer science industry, which determines skilled job seekers can walk into lucrative contracts. This trend is predicted to rise. The other aspect to the usual argument is that even students who do not work in the technology industry will also benefit throughout their life and careers by learning computer science, as all industries now involve some component of programming.
- **ENGINEERING:** Engineering is embedded in the NGSS standards and in our adopted science curriculum. Teachers and students have access to an abundance of building materials that can be used with the various engineering state standards. In addition, our charter school has partnered with International Bridge Technologies, Inc., a civil engineering company in San Diego that has volunteered to present to our students about what engineering is and its applicability in the 'real-world.'
- THE ARTS: The arts are integrated throughout the day across all subjects. It is most evident in our bi-annual expos where students display their artwork, and parents and members of the community attend the event. Students' innate levels of creativity are heightened by the expectation that they must deliver high quality products for the expos and individual student-led conferences.

Students at all grade levels receive an hour of music instruction weekly. Music Instruction includes learning about the great composers from the past, and about contemporary music. The music classroom is equipped with various instruments including a piano, one-to-one electronic keyboards, percussion instruments from all over the world, and recorders. The music course highlights key vocabulary, presents a composer of the month, along with an open microphone area for students who are inspired to sing. Our music class comes alive with the server-based music appreciation and keyboarding curriculum, MusIQ.

In addition to courses in music, Stephen W. Hawking Charter School supports students in developing their public performance skills. Students in grades three through six are encouraged to join the Charter School's Choir, which meets weekly and performs regularly for the community. Our students also audition and participate in the annual talent show.

MATH: Stephen W. Hawking Charter School students think like mathematicians. The math curriculum is aligned with the Common Core State Standards, which emphasize deeper learning, critical thinking, and conceptual understanding. Students develop numeracy skills, mathematical fluency, analytical thinking skills, and the ability to clearly communicate their mathematical reasoning both orally and in writing. The curriculum presents mathematics in a logical progression from grade-to-grade, connects math to the real world, and develops students' understanding of not just knowing what process to use when solving a problem, but also understanding why that process works while instilling persistence in problem solving and preparing students to understand advanced math.

Teachers integrate all subject areas during instruction, and students are expected to produce high quality standards-based student projects. This becomes apparent during expos, which occur twice a year, once in the fall and once in the spring. During the expos, classrooms display a range of student projects reflecting student's long-term learning, and students present their learning to the broader community. Students demonstrate ownership and deeply embedded learning as they display their work. All students participate in oral presentations and provide written explanations of their learning while also reflecting on the process involved. Student work samples include individual as well as collaborative demonstrations of learning. These include a piece of writing that has been taken through the entire writing process, an artistic rendition of their learning, and the transformation of classroom space into "museums" or spaces that simulate real-world events.

For example, in a third grade classroom while learning about magnetism, the teacher took the opportunity to tap into the students' love of magic converting the unit of magnetism into an integrated study related to magic. Students displayed magic tricks that included illusions by magnets, used their knowledge of fractions to create drawings of magic wands, and engineered push and pulley systems to create a curtain for a magician's stage area. In addition, each student wrote a problem-solution piece about a magician's trick.

In a fourth grade classroom, while learning about natural disasters, students developed knowledge of the Richter scale, the many measurements used to gauge temperature, weather patterns, and maps. Each student wrote a research report on the various natural disasters that occur on earth. Collaboratively, students planned, designed, and engineered models to

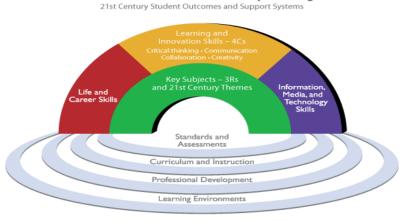
represent the different natural disasters. In the center of the classroom, students created a model of a flood complete with buildings, rock, and sediment all inside an inflatable pool that they manipulated to demonstrate the impact of a flood on the devastation of an entire city.

#### MEETING STUDENT NEEDS

We strive to meet the needs of all students by providing a wealth and variety of experiences. We tap into students' natural curiosities through content-rich instruction that ensures an authentic approach to language development. Our English learners who have historically been kept at a disadvantage are encouraged to develop their science, engineering, and artistic talents while they acquire English. This integrated approach brings equity to students who might otherwise be excluded from the learning process in a program more narrowly focused solely on phonics. In addition, our students who are socio-economically disadvantaged explore their world through engaging, hands-on activities that enrich their lives. All students are encouraged to attend field trips that connect and enhance their in-classroom learning with realworld experiences.

#### HOW STUDENTS WILL BECOME COMPETENT: CORE CLASSES

The themes and lessons taught at Stephen W. Hawking Charter Schools are guided by the Common Core State Standards with student's interests in mind. Our school follows the protocol presented by P21 Framework for 21st Century Learning.



P21 Framework for 21st Century Learning

© 2007 Partnership for 21st Century Learning (P21)

The P21 Framework was developed to help practitioners integrate skills into the teaching of core academic subjects. The Partnership has developed a unified, collective vision for learning known as the Framework for 21st Century Learning. The framework describes the skills, knowledge and expertise students must master in order to succeed in work and life: it is a blend of content knowledge specific skills, expertise and literacies. The essential skills for success in today's world include:

- Learning & Innovation Skills
- Life & Career Skills

• Information, Media and Technological Skills

These skills are learned across the expanded core subjects, essential for all students in the 2st century. Teachers and staff at Stephen W. Hawking Charter School will provide a supportive environment with the individualized attention of a small school, while engaging students in challenging standards-based coursework. Education focuses on the four core disciplines of English, Science, Mathematics, and History/Social Sciences, and all students in high school will meet the University of California A-G requirements upon graduation.

- Language Arts: Students will be competent communicators when they graduate from Stephen W. Hawking Charter School. The ELA curriculum will be based on the Common Core State Standards, which require the mastery of various modes of communication including writing and public speaking.
- Social Studies: Students will be competent in using their education to understand the
  past and how it influences the direction of societies. Students will understand how the
  government and world works by studying the social sciences. Students' social science
  education will be based on the mastery of the Common Core State Standards.
- Mathematics: Students will develop their abilities to reason logically, understand, and apply mathematical processes and concepts, including those outlined in the Common Core State Standards for Mathematics using the Integrated Math Pathway in High School, which Stephen W. Hawking Charter School staff and governing board deem appropriate.
- Science: Students will successfully utilize scientific research and inquiry methods to understand and apply the major concepts underlying various branches of science, which may include physics, chemistry, and biology. Each of the science courses and/or disciplines will be taught using the Next Generation Science Standards.
- World Languages: Students will gain proficiency in speaking, reading, writing, and
  listening comprehension in at least one language in addition to their native tongue.
  Students will understand key aspects of the culture, both past and present, associated
  with the second language. All language classes will be grounded in the California
  frameworks.
- Other Competencies: Technology-Students will gain proficiency in the skills needed in a technological world. Students will be given hands-on experience at mastering basic computer skills as the use of computers is incorporated into their classes.

# HOW LEARNING BEST OCCURS

Stephen W. Hawking Charter School firmly believes that all students can excel and thrive. Our school creates learning experiences that are student centered, academically engaging, technologically involved, creatively empowered, and socially, emotionally and civically engaged. The underlying, student/child-centered philosophies of education that support student engagement at Stephen W. Hawking Charter School, are closely connected to the

powerful learning methods described in the works of Lev Vygotsky, John Dewey, Jean Piaget, Howard Gardner, Linda Darling-Hammond, and other researchers. We start with the simple premise that "education should be student (child)-centered; and we should begin planning the lesson by looking at where the child is developmentally." (John Dewey)

We believe learning best occurs when:

- Students feel safe, nurtured and supported in a caring school environment with clear, fair and consistent expectations for student and adult conduct.
- Students and adults are expected to push their own limits, with appropriate guidance and enthusiastic support. Students must be challenged and we must have high expectations for their own futures. They must be provided with appropriate, individualized support to achieve the goals, and provided with meaningful opportunities to demonstrate their accomplishments and successes. As such, teachers must analyze student achievement data on an ongoing basis, to scaffold learning and differentiate instruction in order to lead all students to academic growth and achievement.
- Instruction is authentically child-centered and presented in a meaningful context that is relevant to students' lives.
- Students must be active, not passive learners. True mastery of content best occurs when students are given the means to explore, question, solve problems, reflect, make mistakes, try again and demonstrate their knowledge. The more actively engaged children are in the learning process, the more effectively they will understand and retain concepts and skills that are delineated in the state standard and be better equipped to handle the challenges of the future.
- Teachers have ample resources, including time, training and coaching to develop their skills and talents. It is imperative that teachers study and understand researchbased/evidence-based practices in education, learn from experienced lead teachers and collaborate with peers in order to consistently be learners in the context of our school community.
- Data is used on an ongoing basis: consistently, continuously and effectively to modify curriculum to individual student's needs. The use of effective assessment tools (webbased, formative, summative) and effective data systems will help educators continually assess and refine their curriculum's impact on each individual child throughout the school year.
- Collaboration, cooperation and communication skills are highly valued. Understanding and respecting diverse perspectives and people, effectively communicating and building relationships are all imperative in today's technology-based global society. We believe that learning best occurs when students have confidence and believe they can succeed. When students are given the opportunity to express their skills, talents and intelligence across a variety of contexts, they are able to realize more success and thus develop more confidence.

# GOALS FOR LONG-TERM STUDENT SUCCESS

The following are school-wide goals our school adheres to in order to ensure long-term student academic success.

- Establish a College-going culture.
- Create substantive connections between classroom instruction and real-world, workplace applications.
- Foster rich and mutually respectful relationships between adult educators and students to inform personalized instruction.
- Strong emphasis on the development of academic language and formal register for all students.
- Encourage the modeling of life-long learner outlook and teamwork among teachers, while providing them with ongoing professional development that facilitates growth and refinement of pedagogical skills.

#### INSTRUCTIONAL DESIGN

Stephen W. Hawking Charter School relies heavily on the concept of wondering, discovery and presentation skills. The Charter School's approach to Project-Based Learning is a combination of activities aligned to Common Core State Standards and student exploration and research. In 2017–2018, the Charter School will develop an ongoing relationship with the Buck Institute for Education, the top leading organization on Project-Based Learning instruction.

Project-based learning at Stephen W. Hawking Charter School offers two key elements: they are comprehensive and all encompassing. In other words, projects are a core part of student learning that permeates and integrates activities at our school. This enables students to make real connections between subjects and deepen their understanding of skills and content. Our teachers carefully plan and detail all aspects of projects before starting, including alignment to standards across all subject areas. During common planning time, teachers collaborate to create projects, and then use student achievement data to continuously refine their plans to ensure the needs of each individual student are being met.

It is imperative that our projects are not simply hands-on; they must be authentic and meaningful, allowing students to see the real-world implication of the academic skills and knowledge they master. More importantly, they are able to develop and apply problem-solving, critical and creative thinking, communication, collaboration, and other crucial skills in a variety of practical contexts and settings and see how "real people" utilize these skills in the everyday workplace. Students gain confidence in their own abilities and the possibilities for their own futures, motivating them to persist in their education.

Projects at Stephen W. Hawking Charter School helps students become self-directed. Engaging in hands-on, real-world project work helps learners "construct meaning by using recognition, memorization, conservation of constancy, classification, spatial orientation, temporal orientation, and metaphorical thinking. Helping students to be conscious of what their senses

are telling them, encouraging them to visualize the information for processing, and then prompting them to ask questions and figure out solutions on their own that teachers can best help students develop the tools they need to:

- Gather, organize and make sense of information
- · Become cognitively engaged and internally motivated to achieve, and
- Experience learning as a dynamic process of creating and changing

Additionally, project-based learning has significant benefits for English learners as well. According to Karen Carrier in "Key Issues for Teaching English language Learners in Academic Classrooms," (Middle School Journal, November 2005) she identifies three key challenges English Learners face in the academic classroom:

- The amount of time required for second language acquisition;
- The dual job of English Learners learning content and learning the language; and
- The need for multiple modes of input and output.

Through project-based learning, teachers are able to frontload key vocabulary and concepts, and engage in multiple modes of instruction within one class period, therefore meeting the needs of diverse learners. Project-based learning also naturally allows for multiple modes of input and output, providing students with real-world applications and built-in visuals and realia to contextualize new learning.

A STEAM educational program serves as the core curriculum at Stephen W. Hawking Charter School and literacy is the over-arching practice that ties all subjects together. Our students participate in Expos, where students demonstrate their knowledge and understanding of content through the production of a prototype or performance that illustrates it through the integration of the arts, technology and engineering. For students, the EXPO provides them with a rewarding and enriching experience they present to various audiences (parents, peers, community members).

As we expand into our middle and high school, the Charter School will continue to focus on STEAM-based experiential learning experiences for students. Our Principal and teachers will design a rigorous program that continues from the elementary school program but prepare our students for the rigors of high school and post-secondary education.

Lastly, Stephen W. Hawking Charter School graduates will also develop the social and emotional skills needed to compete in a global society. Our graduates will have a growth mindset, practice resiliency, be reflective, and demonstrate grit, self-respect and good character.

# **COLLEGE & CAREER READINESS**

Stephen W. Hawking Charter School provides all students with a college preparatory curriculum. Our high school course offerings will offer UC A-G approved courses; including Advisory, and College and Career Readiness courses. Our College and Career Readiness (CCR) program will provide all students with the essential tools necessary to excel in post-secondary education and beyond. A critical part of this commitment is to ensure that all students complete

UC A-G requirements. Students at Stephen W. Hawking Charter School will demonstrate proficiency in A-G required coursework including at a minimum:

- 2 years of Lab Science
- 3 years of Math
- 2 years of History/Social Science
- 4 years of English
- 2 years of Foreign Language
- 1 year of Visual & Performing Arts (VAPA)

Stephen W. Hawking will ensure that all courses offered, including "F" and "G" elective courses will be UC A-G approved courses. Furthermore, all courses offered will be transferable to other public schools, per accreditation with the Western Association of Schools and Colleges (WASC). Parents will receive notification of course transferability in enrollment materials, recruitment materials, and/or parent/student handbook. Materials will be published in both English and Spanish, which are the primary home language of the students we serve.

Students in their freshman and sophomore years will take the PSAT. Students in their junior year, will take the PSAT, and the CAASPP with the CSU Early Assessment Program EAP) to assess for college readiness in ELA and math. Students in their senior year will take the SAT and/or ACT. Our students will also visit colleges and universities annually, as part of our College & Career Readiness Program.

Stephen W. Hawking will employ an academic College & Career counselor that will monitor student academic progress towards high school graduation, and provide numerous college and career readiness programs through the Advisory program. The counselor will guide high school seniors and their families through the college application process and advising students on how to make successful transitions from high school to their post-secondary school of choice.

A distinguishing feature of the Stephen W. Hawking Charter School high school program is the active participation of our students in the development and design of their future academic journey. The academic counselor will work with parents and students during the 8th grade in order to create a four-year academic plan towards meeting graduation requirements.

#### SOCIAL ACTION

Stephen W. Hawking Charter School believes that all change begins through partnerships between the home and the school community. In the attempt to teach students the values of community engagement, citizenship, and global awareness, our school will ingrain and cultivate a love for community, an understanding of the importance of our societal contributions, and a greater awareness of self, relative to the global community. In doing so, our students will affect change through actions and interactions. Our Charter School is a family and is committed to the growth and development of students and the communities in which they live in order to enrich the global society. Our Charter School has diligently worked (and will continue) to bring the community on to campus for demonstrations, causes, performances and volunteering opportunities. Our Charter School will also partner with local organizations in order to leverage a cause and promote an overall consciousness of equity and health.

# SOCIAL EMOTIONAL AWARENESS

Stephen W. Hawking Charter School strongly believes that a student's success is based on their awareness of themselves, their emotions and how that dynamic interacts with their success. At  $Stephen\ W.\ Hawking\ Charter\ School,\ there\ is\ a\ strong\ emphasis\ on\ social\ emotional\ programs.$ Below are the programs that are currently offered. The school reserves the right to expand these programs or similar programs as it expands to serve middle and high school grades. The programs that will be offered will be grade/age appropriate based on identified student need and feedback from students, staff and parents.

Program	Purpose	Descriptions
The Embodied Awareness Program	To serve students with attention, sensory or emotional challenges.	A preventative program designed to provide tools for our students who need extra support with their social interactions and emotional well-being. This program integrates compassionate communication, yoga, and meditation. Students are selected by the Charter School's administration and teachers to participate in this program.
Girls and Boys Circle	To provide students a safe platform for discussion.	Two supplementary programs designed to give boys and girls a safe and respectful platform to connect and discuss pertinent, age appropriate topics including social-emotional issues.
Sportsmanship Athletics Rotations	To promote physical fitness as a crucial element to mental and emotional strength.	Students are engaged in 30 minutes of daily physical activity daily that focuses on teamwork and sportsmanship and the Physical Education State Standards. Our students at least 200 minutes every 10 days. As our school expands to middle and high school, PE instructional minutes will expand to 300 minutes/10 days for high school grades.
Stewards of the Land Workers ("SOL Workers")	To foster respect and love for planet earth.	A program that encompasses school gardening, recycling, composting, campus beautification using living art (plant) installations, and a movement towards zero waste on site. The Charter School is developing an ethos that will be woven into the school culture, with the intention that the skills and information taught to students be practiced in their daily lives. The goal is to create a more sustainable environment and eco-awareness. This program will also feature guest speakers in related fields.
Restorative Justice Circles	To build community through circle dialogue	Restorative practices cultivate a culture in which everyone feels like they belong. They build a particular sense of community in which every member—students, teacher, parent volunteers, aides—feel that they are seen, heard, and respected.

Parent Seminars	To serve parents who need support.	In 2017-2018, we will be launching a series of parent workshops on how to support their child academically at home. The Charter School will also be hosting parent workshops on HBOTS character traits to reinforce positive behaviors expectation not just at school but also at home as well. Other workshops include healthy living and eating habits.
Student Success Team	To serve students who need social, emotional or academic support.	The SST process is in place to help support students emotionally, socially and academically.

#### **CURRICULAR & INSTRUCTIONAL DESIGN**

Stephen W. Hawking Charter School offers a student-centered and project-based learning study program in which science, technology, engineering, art, and math permeate nearly every facet of the classroom. Project-based learning is an instructional approach that emphasizes authentic learning activities that are long-term, interdisciplinary, student-centered, and integrated with real-world issues and practices. Students who experience project-based have increased retention of content and positive attitudes towards learning (Strobel & van Barneveld, 2009; Walker & Leary, 2009). They develop higher-level cognitive skills as well as "complex processes and procedures such as planning, communicating, problem solving, and decision making" (Thomas, 2000). Stephen W. Hawking Charter School challenges and spurs innovative, creative, and curious thought, so that all students can access the infinite number of solutions to the global problems around us.

Stephen W. Hawking Charter School utilizes instructional methodologies, curriculum, and instructional materials that support implementation and ensure student mastery of the California content and performance standards. The curriculum we use has been carefully selected and determined to best meet the needs of our students. This was done through pilot testing of each CCSS based curriculum, analysis of test results as well as the relatedness to our STEAM vision and goals.

While being cognizant of how to purposely address student needs (especially for English Learners), the Stephen W. Hawking Charter School Professional Learning Community meets in grade level as well as vertical grade level teams to design conceptual and skill-based lessons to meet the needs of our students. Teachers collaborate to carefully design rigorous, integrated project-based lessons that meet standards-based learning criteria.

Stephen W. Hawking Charter School has selected and designed its curriculum to provide a sequential academic foundation in grades TK-12, with careful vertical alignment between grade levels. This ensures that there is continuous academic progression in the core STEAM curriculum and that students are actively and intellectually engaged as they continually build on and revise their knowledge and abilities over multiple years. The program supports the integration of such knowledge and abilities with the practices needed to engage in scientific and math inquiry and technology design. This approach threads science, technology, engineering, arts, and math throughout the core subjects of language arts, social science with appropriate

writing assignments, cross-curricular project-based assignments projects, and blended online courses. Stephen W. Hawking Charter School hands-on, experiential learning approach reflects the value of integrating the teaching and learning of science, math, and technology. The coherent and consistent program offered throughout grades TK-12 is key in realizing the vision of Stephen W. Hawking Charter School.

Teachers at Stephen W. Hawking Charter School utilize Kagan Strategies, which are cooperative learning structures ensuring that each and every student is intellectually engaged in lessons, activities, and discussions. Numerous research studies have established the benefits of cooperative learning (Hattie, 2012; Johnson & Johnson, 2009). Kagan Structures align with the following research-based theories:

- Cooperative Learning
- Multiple Intelligences
- Brain-Based Learning
- Essential Elements of Effective Instruction
- Expectation
- Learned Optimism
- Flow Theory
- Vygotsky's, Zone of Proximal Development

Stephen W. Hawking Charter School utilizes HBOTS program to support students' socialemotional learning. This program integrates literacy as the vehicle for teaching character strengths. The foundational element of our charter school's culture and environment begins with the establishment of this positive and productive character development program. This culture allows for and encourages the collaboration and cooperation needed in the real world. This reflects the Charter School's intent to promote social and emotional learning to develop the whole child.

Stephen W. Hawking Charter School has adopted standards-aligned curriculum including Core Knowledge, Eureka Math, EngageNY Common Core ELA, KnowAtom (NGSS & STEM focus), and TCI Science. Stephen W. Hawking Charter School monitors and adjusts the implementation of the adopted curriculum as needed to ensure that it meets the specific needs of our students.

Stephen W. Hawking Charter School utilizes the BOKS Program for health and physical education. All students receive 30-minutes of physical education daily.

MusIQ curriculum serves as the foundation for music instruction at Stephen W. Hawking Charter School. During the two 30-minute lessons per week, students learn about the fundamentals of music, various composers from the past to current modern music, and musical instruments. In addition, they learn how to read music and produce music.

Students at Stephen W. Hawking Charter School use technology not only to consume content, word process, and communicate with others, but to also learn coding and create products for dissemination of information for others to consume through the creation of blogs, videos, websites, podcasts, presentation slides, etc. Students utilize a variety of Google and iPad apps,

learn keyboarding through Typesy, a keyboarding program, and prepare to take computerbased state standardized assessments.

As a team, the students and teacher embark on a journey of discovery, where gaps in learning are filled to ensure a strong foundation in the STEAM curriculum.

Stephen W. Hawking Charter School empowers students through the following leading pedagogies in effective education:

- 1. Multiple Intelligences (Gardner): Howard Gardner believes that all students are intelligent — just not in the same ways. Classroom activities must address Gardner's eight intelligences: verbal-linguistic, logical-mathematical, visual-spatial, bodykinesthetic, musical-rhythmic, interpersonal, naturalist and intrapersonal.
- 2. Cooperative Interaction (Cohen): Elizabeth Cohen's research shows that cooperative group work leads to learning gains and higher student achievement. Working in small groups is a cornerstone of the Charter School's curriculum.
- 3. Spiral Curriculum (Bruner): Jerome Bruner championed the idea of the spiral curriculum, in which students learn progressively — understanding increasingly difficult concepts through a process of step-by-step discovery. These questioning strategies spiral from simple recall to higher-order thinking skills such as analysis and evaluation.
- 4. Nonlinguistic Representation (Marzano): research by Robert Marzano and colleagues demonstrates that teaching with nonlinguistic activities helps improve comprehension. Graphic organizers and movement activities are key to lessons at Stephen W. Hawking Charter School.
- 5. Project Based Learning: Dewey challenged the traditional view of the student as a passive recipient of knowledge (and the teacher as the transmitter of a static body of facts). He argued instead for active experiences that prepare students for ongoing learning about a dynamic world. As Dewey pointed out, "Education is not preparation for life; education is life itself." Later, Maria Montessori launched an international movement during the 20th century with her approach to early-childhood learning. She showed through example that education happens "not by listening to words but by experiences upon the environment." The Italian physician and child-development expert pioneered learning environments that foster capable, adaptive citizens and problem solvers. Jean Piaget, the Swiss developmental psychologist, helped us understand how we make meaning from our experiences at different ages. His insights laid the foundation for the constructivist approach to education in which students build on what they know by asking questions, investigating, interacting with others, and reflecting on these experiences. Stephen W. Hawking Charter School agrees with these approaches and witnesses the success of our students' academic achievement through the practice of Project Based Learning inspired by these educational leaders.

# USE OF TECHNOLOGY IN INSTRUCTION

In order to ensure that teachers have access to and are teaching to the Common Core State Standards and the Next Generation Science Standards we have integrated web-based programs into our STEAM-based educational program. In addition teachers and students use and develop blogs, wikis, multi-media, email, Google Apps for Education (GAFE).

# ELEMENTARY SCHOOL COURSE DESCRIPTIONS ENGLISH LANGUAGE ARTS: ELEMENTARY

Stephen W. Hawking Charter School's English Language Arts program is designed to educate students to become articulate speakers, responsive listeners, skillful readers and writers and innovative problem solvers who are prepared to be members and leaders of our democratic society.

The Charter School's goal is to support high quality ELA instruction in TK-12. The standardsaligned curriculum is utilized to enhance rigorous high quality instruction and to support the development of knowledge of the standards. The Common Core State Standards Initiative offers a portrait of the capacities students need in order to be College and Career Ready in Reading, Writing, Speaking & Listening ("CCR").

These CCR competencies inform our goal that all Stephen W. Hawking Charter School students will:

- Demonstrate independence and strong content knowledge in reading and writing
- Adapt their communication style to audience and purpose
- Be discerning readers and listeners
- · Comprehend as well as critique
- Cite specific evidence when offering oral or written interpretations of text
- Employ technology thoughtfully
- · Actively seek to understand other perspectives and cultures

At the elementary school, students use the following programs as supports to learn and practice English Language Arts:

- Grades TK-2: Smarty Ants
- Grades 3-6: Achieve 3000
- Guided Reading, Shared Reading and Independent Reading: all teachers must teach all three of these elements of reading to ensure all students master grade-level content standards and ensure academic success for all students.

#### ENGLISH LANGAUGE DEVELOPMENT

In order to support our English Learners, our school provides daily designated and integrated ELD instruction, in addition to, after-school targeted tutoring for 30-minutes by a credentialed teacher. Students are grouped based on CELDT/ELPAC performance level, lessons are scaffolded, and differentiated based on student academic needs. Teachers use Language Power, Signs for Sounds, in combination with GLAD and SDAIE Strategies. This program is a flexible support for the Charter School's English Learners that can be used in a variety of settings.

- Standards based teacher lesson plans in the Teacher's Guide that target the four language domains.
- Provide students with rich English language development activities in the Student Guided Practice Book.

- Cover a variety of genres, subjects, and high-interest topics
- Give English learners useful tips and engaging activities to build parents' capacity to support literacy and English language development at home with Parent Tip Cards in English and Spanish.
- Provide students and teachers with digital resources, including text sets, Student
  Guided Practice Book pages, assessment resources, and audio of all texts to model fluent
  reading.

Similar English learner supports will be provided for high school students. We plan to offer ELD 1-3 courses, based on a student's ELPAC performance. Once the ELPAC is fully implemented in 2018-19; our school will design appropriate ELD courses for Middle School and High School.

# MATHEMATICS: ELEMENTARY

Our school has adopted Eureka Math, a common core aligned curriculum that provides both paper and web-based instructional materials for students and teachers. The curriculum reflects the importance of focus, coherence, and rigor as the guiding principles for mathematics instruction and learning. These standards are fully implemented and assessed as a commitment to providing a world class education for all students that supports college and career readiness; and the knowledge and skills necessary to fully participate in the twenty-first-century global economy.

The Common Core State Standards (CCSS) in mathematics focus on learning mathematical content in the context of real-world situations, using mathematics to solve problems, and developing "habits of mind" that foster mastery of mathematics content as well as mathematical understanding. The CCSS in Math for kindergarten through grade 8 prepare students for higher-level mathematics that reflect the knowledge and skills that are necessary to prepare students for college and careers and productive citizenship.

Math instruction focuses deeply on the concepts that are emphasized in the standards so students can gain strong foundational conceptual understanding, a high degree of procedural skill and fluency, and the ability to apply the mathematics they know to solve problems inside and outside the mathematics classroom. Coherence is provided through mathematical connections and by integrating the arts. Teachers approach conceptual understanding, procedural skill and fluency, and application with equal intensity, providing instruction with rigor and relevance.

The following is a list of the Math Programs currently in use:

- Renaissance Learning STAR 360 curriculum: Our teachers provide small group instruction using this curriculum; while other students are using Star Math 360 that differentiates instruction for students. STAR Math is the assessment tool our teachers use to monitor student progress.
- Eureka Math is a TK-12 Common Core aligned curriculum that sequences mathematical progressions into modules. Initially launched as Engaged NY, this curriculum offers teachers innovative approaches for math instruction.

• Focused Math Intervention is a program whereby our instructional assistants under the supervision and guidance of a credentialed teacher provide small group or individualized instruction for students who are identified to receive targeted intervention. This program provides students with the tools they need to develop conceptual knowledge and procedural understanding. The Eureka Math curriculum provides teachers with, standards-based lessons and flexible pacing plans outlined in the Teacher's Guide. Each lesson plan utilizes the gradual release of responsibility model with teacher think aloud, guided instruction, and collaborative/independent practice.

#### SCIENCE: ELEMENTARY

The science program at Stephen W. Hawking Charter School uses hands-on science curriculum that is formulated using inquiry-based research topics. At every grade level, students are provided with experiential hands-on learning experiences. The following is the adopted list of NGSS aligned Science curriculum for grades K-6.

- Grades K-1: Mystery Science is a hands-on program that students view online and
  then participate in hands-on learning experiences in science and engineering. Teachers
  are required to do less preparation, which allows them to facilitate more learning. The
  videos engage our young learners into scientific topics and allow teachers to launch
  discussions as well.
- Grades 3-5: **TCI** (web-based). TCI is a web-based Science program that provides teachers with the tools, resources and science curriculum they need to develop lessons that are engaging and effective.
- Grade 6: **KnowAtom** provides Science lesson plans for grades 1-8. It is currently being implemented in grade 6. Lessons are engaging, using hands-on STEM materials, visuals, it provides student readers and includes Socratic dialogue for higher order questioning that takes the classroom discussion to the next level.

Understanding by Design (Wiggins and McTighe): Grant Wiggins and Jay McTighe believe that teaching for deep understanding must begin with planning the big ideas students should learn. That's why you'll see an Essential Question at the start of every chapter. Through this practice, teachers plan their Expo's 6 weeks prior to presentation. All Expo's at Stephen W. Hawking Charter are scientific in nature and involve other subject areas according to their relevancy.

# HISTORY/SOCIAL SCIENCES: ELEMENTARY

The following is an outline of how History and Social Studies is currently being integrated throughout all subjects in the elementary school.

The History/Social Science curriculum in elementary school is aligned with the History-Social Science Framework and the English Language Arts Framework that offers students knowledge of local, state, and United States history and an understanding of the development and operation of all levels of government. The curriculum also introduces world history through literature, culture, arts and current events. Students use and evaluate primary sources, historical documents, and the Internet to responsibly and critically access information.

History/Social Science courses at Stephen W. Hawking Charter School use inquiry-based research topics involving real-world problems, with a focus on local current events, history and culture. In accordance with the National Council for the Social Studies, social studies courses aim to prepare students to identify, understand, and work to solve the challenges facing our diverse nation in an increasingly interdependent world. Education for citizenship should help students acquire and learn to use the skills, knowledge, and attitudes that will prepare them to be competent and responsible citizens throughout their lives. Competent and responsible citizens are informed and thoughtful, participate in their communities, are involved politically, and exhibit moral and civic virtues.

# VISUAL & PERFORMING ARTS (VAPA) TK-8

Students in grades TK-8, interact with the California State Visual and Performing Arts Standards through five strands: artistic perception; creative expression; historical and cultural context; aesthetic valuing; and connections, relations, and applications. are enrolled in a Visual and Performing Arts ("VAPA") courses, which include:

- World Dance Program: Students learn the basic concepts of dance and movement and learn how dance is a part of a global culture with many overlaps and parallels. Our goal is to help students make this correlation with themselves and their attitudes towards others.
- MusIQ Online Music Program: Students learn how to play piano, compose and read
  music using an online program.
- Center for World Music: An International Music Program where students are exposed to music from around the world that includes monthly guest artists. Students learn to play the Tabla, a drum instrument from India.
- Musical Theatre: Students learn and practice singing musical pieces from acclaimed Broadway and Off Broadway shows and learn to integrate theatre and dance. This culminates in an annual end of year performance.

# **HEALTH & PHYSICAL EDUCATION**

This program offers students the opportunity to experience a variety of physical fitness activities from organized sport to individual conditioning and training. Courses offered in the Physical Education department are designed to help the students develop psychomotor skills such as fundamental movement patterns, sports skills, and the six components of physical fitness, for which students are assessed on as part of the Fitnessgram.

The Physical Education program adheres to the California Physical Education standards. Students in grades K-6 receive 200 instructional minutes every 10 days, as required by California statute. Students in middle school will receive a minimum of 400 instructional minutes of physical education every 10 days. Students in high school will address and be evaluated in the 8 required curricular areas taught by an appropriately credentialed teacher and courses are co-ed and inclusive. In Physical Education, our students will participate in skill building activities, introduction to sports and activities, and physical activities that link to the exploration of culture and history. The goal is to develop a lifelong program of activity to

develop and maintain healthy habits and wellness. These courses are based on the Physical Education Model Content Standards for California Public Schools.

All students in grades 5, 7, and 9 will participate in the California Physical Fitness Test ("PFT"). However, high school students may waive 2 years of Physical Education if they successfully pass 5 of the 6 components on the Fitnessgram in grade 9.

# CURRICULAR & INSTRUCTIONAL MATERIAL FOR MIDDLE SCHOOL

We will use textbooks and web-based/digital instructional resources that align with Common Core. Course materials are being reviewed and will subsequently be selected by the School Principal and teacher leaders, using substantive analysis of available curricular options including online materials. Texts and materials will be extensively researched and then piloted. Alongside the texts, we will guide and support teachers as they devise internal standards and curricula that will allow for objective based learning that can be closely monitored and used for professional development and student growth.

The curriculum committee will research the most effective curricular and instructional materials for purchase and adoption that adheres to our school's mission, vision and the Common Core State Standards. The following criteria will also be used.

- Alignment with the California Content Standards/Common Core Standards
- · Level of rigor
- Capacity to meet the needs of English Learners
- Capacity to meet the needs of high achieving students
- Availability of digital media and technology applications.

The following table identifies instructional materials we are currently considering for the Middle School.

SUBJECT AREA	INSTRUCTIONAL MATERIALS (BEING CONSIDERED)
ENGLISH	Achieve 3000
LANGUAGE	Great Minds: Wit & Wisdom
ARTS	College board: Springboard English language Arts
	Eureka Math
MATH	• Star 360
MAII	Star Math
	Renaissance Learning
SCIENCE	Know Atom
SCIENCE	Pearson's Interactive Science

Commented [JR4]: Item #9

	McGraw Hill Integrated Science					
	Pearson's My World Geography					
HICTORY /	Pearson's My World History					
HISTORY/ SOCIAL	Pearson's American History					
STUDIES	Great Minds: The Alexandria Plan					
STUBILS	McGraw Hill					
	Brainpop					
	Great Minds: Wit & Wisdom					
ENCLICH	Achieve 3000					
ENGLISH LANGUAGE	Language Power					
DEVELOPMENT	Signs for Sounds					
DEVELOT MENT	SpringBoard English Language Development					
	Inside National Geographic: Cengage learning					
	Second Step					
ADVISORY	Character Counts					
	Facing History & Ourselves					

# COURSE LIST: MIDDLE SCHOOL

The following table outlines the courses we intend to offer for each grade:

SUBJECT AREA	GRADE 6	GRADE 7	GRADE 8	
<b>English Language</b>	English 6	English 7	English 8	
Arts				
Math	Math 6	Math 7	Math 8	
	World History &	World History &	U.S. History: Growth	
History/Social	Geography: Ancient	Geography: Medieval	& Conflict History 8AB	
Studies	Civilizations	to Modern Times –		
	History 6AB	History 7AB		
SCIENCE	Earth Science:	th Science: Life Science:		
	Science 6	Science 7	Science 8	
VISUAL & PERFORMING ARTS	World Dance	<ul> <li>World Dance</li> </ul>	<ul> <li>World Dance</li> </ul>	
	• MusIQ	• MusIQ	• MusIQ	
	Center for	<ul> <li>Center for</li> </ul>	<ul> <li>Center for</li> </ul>	
	World Music	World Music	World Music	
	Musical	<ul> <li>Musical</li> </ul>	<ul> <li>Musical</li> </ul>	
	Theatre	Theatre	Theatre	
PHYSICAL	PE: 6	PE: 7	PE: 8	
EDUCATION				
ADVISORY	Advisory 6	Advisory 7	Advisory: 8	

# MIDDLE SCHOOL COURSE DESCRIPTIONS ENGLISH COURSES: MIDDLE SCHOOL

The middle school reading curriculum is integrated into all content areas. Students progress through a literature- based and CCSS- based reading and curriculum emphasizing balanced literary practices. The curriculum begins with basic phonics skills, such as phonemic awareness, rhyming, blending and decoding words to sounding out unfamiliar words, discovering words and meaning from context, and recognition of irregularly spelled words for our English Language Learning students. The curriculum increases in levels to meet the needs of all students. Fluent reading and strong comprehension skills are the focus of the school curriculum. Teachers emphasize close reading and informational text.

# **ENGLISH 6**

Students in sixth grade focus on active engagement with text. They are required to analyze, identify, define, explain, integrate, evaluate, compare, contrast, and cite supportive evidence—developing and building upon those skills that were required in fifth grade. Deeper analysis of literature and informational text continues to be the focus of sixth- grade instruction, although reading fluently and accurately remains a CCSS- based goal for all students. Students' understanding of the precise meaning of words, English instruction is critical language conventions, structural features of informational text and materials, and to developing fundamental elements of literature all support greater comprehension of what they read, students' literacy and see, and hear.

#### **ENGLISH 7**

This course will build the skills and master the content required by the Common Core English Language Arts Standards in reading, writing, listening, and speaking. Students will learn how to analyze and make meaning out of increasingly complex texts as they begin a journey of more autonomous learning. Students will be introduced to critical thinking skills and literary analysis skills to prepare students for higher- level English courses.

Students will focus on reading fiction materials to display basic comprehension of the texts, identify elements of story, draw textual evidence, and analyze that evidence. They will also focus on non-fiction and informational materials to learn structure of texts, explore word connotations and meanings, and analyze the scope and organization of ideas by finding similarities and differences between texts. They will determine the natural bias and point of view of the author in the search of finding their own voice and evidence.

Students will understand the characteristics of various genres: autobiographical narrative, novels, short stories, poetry, plays, essays, articles, primary/secondary sources, internet sources, functional/workplace documents, and the reading strategies necessary to access these genres.

They will develop writing skills with formal essays, such as: character analysis, personal narrative, response to literature and expository/research, and informal writing assignments, such as: journal entries, free- writes, and reflective pieces. They will create argumentative essays with clear main thesis and sufficient and relevant evidence. They will begin to develop research skill, distinguishing between credible and not credible sources when given guidance.

Finally, students will explore sentences in a way that reveals the basic structure as foundation for their knowledge of syntax that will be developed in eighth grade and beyond.

#### **ENGLISH 8**

This course will continue the exploration of skills and master the content required by the Common Core English Language Arts Standards in reading, writing, listening, and speaking. They will learn how to analyze and make meaning out of increasingly complex texts as they continue a journey of more autonomous learning. They will continue deepening their critical thinking skills and literary analysis skills to prepare students for higher-level English courses.

Students will focus on reading fiction materials to display basic comprehension of the texts, identify the theme and how characters interact with that theme, draw textual evidence, and analyze that evidence. They will also focus on non-fiction and informational materials to trace the main ideas of texts, begin to analyze the strength of evidence, compare word connotations and meanings, and analyze the scope and organization of ideas by finding similarities and differences between texts. They will determine the natural bias and point of view of the author in the search of finding their own voice and evidence. They will develop research skills to verify information and distinguish between primary and secondary sources and add that to their writing and oral presentations.

Students will understand the characteristics of various genres: autobiographical narrative, novels, short stories, poetry, plays, essays, articles, primary/secondary sources, internet sources, functional/workplace documents, and the reading strategies necessary to access these genres. In addition, they will give oral presentations that contain the organization, idea development, and structure of well- thought out essays.

They will develop writing skills with formal essays, such as: character analysis, personal narrative, response to literature and expository/research, and informal writing assignments, such as: journal entries, free- writes, and reflective pieces. They will create argumentative essays with clear main thesis and sufficient and relevant evidence. They will begin to develop research skill, distinguishing between credible and not credible sources when given guidance.

#### MATH COURSES: MIDDLE SCHOOL

The California Common Core State Standards for Mathematics (CA CCSSM) support a progress of learning. Many culminating standards that remain important far beyond the particular grade level appear in grades 6-8. As stated in the national Common Core State Standards Initiative documents, "some of the highest priority content for college and career readiness comes from grades 6-8. This body of material includes powerfully useful proficiencies such as applying ratio reasoning in real-world and mathematical problems, computing fluency with positive and negative decimals, and solving real-world and mathematical problems involving angle measure, area, surface area, and volume." (NGA/CCSSO, 2010)

The CA CCSSM for grades six through eight are comprehensive, rigorous, and non-redundant. Instruction in accelerated sequence of course will require compaction, not the former strategy of deletion. Therefore, careful consideration needs to be made before placing a student in higher mathematics course work in grads six through eight. Acceleration may get students to advanced course work, but it may create gaps in students/ mathematical background.

#### MATH 6

In Grade 6, instructional time will focus on four critical areas: (1) connecting ratio and rate to whole number multiplication and division and using concepts of ratio and rate to solve

problems; (2) completing understanding of division of fractions and extending the notion of number to the system of rational numbers, which includes negative numbers; (3) writing, interpreting, and using expressions and equations; and (4) developing understanding of statistical thinking.

#### MATH 7

This course will be divided into thirteen units. These units will be Integers and Rational Numbers; Exponents; Equations; Inequalities; Ratios, Rates, and Proportions; Percents; Introduction to Functions; Analyzing Data; Probability; Geometry and Area Surface Area and Volume; Transformations. Individual units will consist of checking for understanding (frequent checks during instruction), guided practice, practice work, and formative assessments designed to assess the student's progress of understanding of the standards for the unit. Each unit will culminate with an authentic assessment based on real life applications.

#### MATH 8

In Grade 8, instructional time will focus on three critical areas: (1) formulating and reasoning about expressions and equations, including modeling an association in bivariate data with a linear equation, and solving linear equations and systems of linear equations; (2) grasping the concept of a function and using functions to describe quantitative relationships; (3) analyzing two- and three- dimensional space and figures using distance, angle, similarity, and congruence, and understanding and applying the Pythagorean Theorem.

# **HISTORY COURSES: MIDDLE SCHOOL**

The History/Social Science curriculum is aligned to the History-Social Science Frameworks. The curriculum introduces students to world history through literature, culture, arts and current events. The social science curriculum focuses on inquiry-based questions to explore topics using research and critical thinking skills. Students use and evaluate primary sources, historical documents and the Internet to responsibly and critically access information.

# HISTORY/SOCIAL SCIENCE 6

Students in sixth- grade world history and geography classrooms learn about the lives of the earliest humans, the development of tools, the gathering way of life, agriculture, and the emergence of civilizations in Mesopotamia, Egypt, the Indus River valley, China, and the Mediterranean basin. With the guidance of their teachers, students review the geography of the ancient and contemporary worlds and recognize that these civilizations were not static societies but continually experienced change. In addition, to developing basic geography sills, students are introduced to patterns, systems, and processes of physical and human geography. In studying the earliest history of humankind, students have the opportunity to explore different kinds of source documents, such as the Hebrew Bible/Scripture, Mesopotamian laws, the Homeric epics, Greek drama, the Bhagavad Gita, the Analects of Confucianism, the New Testament, and a range or visual images

# HISTORY/SOCIAL SCIENCE 7

Students in grade seven will study the social, cultural, and technological changes that occurred in Europe, and Asia in the years A.D. 500-1789. Students will examine the major accomplishments and eventual downfalls of these empires and discuss how they changed the course of history. Students will research Ancient Asian societies, like China, Japan, and Korea.

We will examine the relationship that exists between each country and with the world. Lastly, we will focus on Europe and development of modern though. We will start with Ancient Rome, move on to Medieval Europe, touch on the Renaissance, and end with the Reformation.

Our studies will go beyond facts, dates, names, places, events, and ideas. Historical inquiry requires students to engage in historical thinking: to raise questions and to marshal text based evidence in support of their answers; to go beyond their textbooks and evaluate multiple perspectives on historical issues. Students will read and write daily and be encouraged to share their ideas with their classmates. They will also engage in frequent discussions, group activities, and projects and where they will hone their skills of analysis. Every student will achieve academic excellence by engaging in challenging and meaningful learning in a safe environment that promotes creativity, respect, self- esteem and personal growth.

#### HISTORY 8

This 8th grade U.S. History course begin with an intensive review of the major ideas, issues and explore events preceding the founding of the nation and relate their significance to the development of American constitutional democracy. They will analyze the political principles underlying the U.S. Constitution. Students will be able understand the foundation of the American political system. The class will analyze U.S. foreign policy in the early Republic. Students will look at the causes and main events that lead to the American Civil War. Finally, students will study the complex issues connected to American Reconstruction

#### SCIENCE COURSES: MIDDLE SCHOOL

The school curriculum is based on the state framework and state standards following Next Generation Science Standards (NGSS). Students at Stephen W. Hawking Charter School explore NGSS- aligned Disciplinary Core Ideas (DCI) in Physical Sciences, Life Sciences, Earth and Space Sciences, and Engineering, Technology, and Applications of Science in the cross- curricular units and programs. Within each domain, the framework describes how a small set of disciplinary core ideas has been developed. Each core idea is then broken into three or four component ideas that provide more organizational development of the core idea.

The science program at Stephen W. Hawking Charter School uses hands- on science curriculum that is formulated using inquiry- based research topics. From the earliest grades, students experience science in a form that engages them in the active construction of ideas and explanations that enhance their opportunities to develop the abilities of doing science. The middle school curriculum will ensure that science is integrated into the lessons and activities.

# SCIENCE 6: EARTH SCIENCE

Sixth grade students focus on Earth Sciences, including geology, geophysics, and ecology. Students learn about the composition and structure of the earth and develop an understanding of plate tectonics and its relationship to the topography of the earth's surface. They understand how geologic events occur, such as earthquakes, volcanoes, and mountain building. As residents of California, students apply this knowledge to understanding the geological and topographical features of their own state and community, analyzing the geologic events typical to the area. The study of geology and topography connects to the study of geography and its impact on ancient cultures in their social science course. Students learn about the different forms of energy on the earth, how these forms are distributed through land and water, and how changes in energy can result in changes in weather. The ecology portion of the sixth grade science

course focuses on ecosystems and how energy and matter are distributed and exchanged among different members of ecosystems. Students learn that organisms can be classified by the role they play in an ecosystem and that the composition and balance of ecosystems can be effected by environmental factors such as temperature, availability of food and water resources, and soil composition. Students also study natural resources, particularly energy resources.

#### **SCIENCE 7: LIFE SCIENCE**

Students in seventh grade focus on Life Science. Students will know the role of cells in living organisms and be able to distinguish plant and animal cells. They study the role of the nucleus, mitochondria, and chloroplasts and study cell division. Students study the anatomy and physiology of plants and animals, including cells, tissues, organs, organ systems, and the whole organism. They learn how organ systems, bones, and muscles work together and the functions of animal and plant reproductive organs. Seventh graders learn about genetics, sexual and asexual reproduction, and the role of DNA. They will study evolution and Darwin's theories. Students in seventh grade will also look to earth science for evidence of the evolution of life, as they study slow geologic processes, major catastrophic events, the rock cycle, fossils, radioactive dating, and the extinction of plants and animals. They study properties of light, levers, and simple machines. Seventh graders will gain a deeper understanding of the scientific method, as they select appropriate tools and technology, construct scale models and diagrams, and communicate results in written and oral presentations. FOSS is used as a resource for experiments and curriculum resource and hands on experiments are included. English Language Arts and Literacy in History, Social Studies and Science and Technical Subjects. Teachers are aligning their lessons to the CA Common Core Standards for the 6-8 literacy in science and technical subjects.

#### **SCIENCE 8: PHYSICAL SCIENCE**

Students in eighth grade focus on Physical Science. Students study motion, velocity, and speed, and they will learn to solve problems and interpret graphs related to distance, time, and average speed. They identify forces and their impact on objects, while taking into consideration an object's mass. Students learn the role of gravity and gravity's role in the solar system. They will know the structure and composition of atoms, the ways compounds are formed, and the differences in states of matter. They are able to use the periodic table to identify elements and classify them based on their atomic characteristics. Students study simple compounds, chemical reactions, and the conservation of matter. They study buoyancy, density, and displacement and are able to predict whether objects will sink or float. Students will know the central role of carbon and other key elements in living organisms. Eighth graders will continue their study of earth science as they learn more about stars, galaxies, astronomical units, light years, planets, planetary satellites, comets, and asteroids.

# **PHYSICAL EDUCATION 6-8**

The goal of Physical Education is to engage students into the acquisition of knowledge and skills to empower them to achieve and maintain a healthy lifestyle. By means such as:

- Building the skills and mastery of movement skills and movement knowledge
- Positive Self- Image and Personal Development
- Social Development

Students will have the opportunity to participate in activities that are based on active, caring, supportive and nonthreatening atmosphere in which every student is challenged and successful.

Activities are aimed for the development and maintenance of the students' physical, cognitive, and affective well- being. Activities include but not limited to the development of skill acquisition, cooperatives, individual and partner sports, and physical fitness activities. Resulting on a foundation for making informed decisions that will empower students to achieve and maintain a healthy lifestyle.

# **ADVISORY 6-8**

This course will be provided to provide students with the skills necessary for social and academic success. The Second Step curriculum for middle school students prepares them to navigate adolescence with communication, coping, and decision-making skills that help them make good choices and avoid pitfalls, such as peer pressure, substance abuse and bullying. This developmentally appropriate program helps teachers instill social-emotional skills in their students.

Second Step is a classroom-based social skills program developed by the Committee for Children for students in TK-8, with a distinct curriculum for each grade. It is designed to reduce impulsive, high risk and aggressive behaviors and increase children's social competence and other protective factors. This program contains units on Life Skills, Study Skills, Test Taking Skills, Drug Prevention, Environmental Issues, Career Awareness, and Character Development.

#### CURRICULAR & INSTRUCTIONAL MATERIAL FOR HIGH SCHOOL

The following table identifies instructional materials we are currently considering for the High School.

SUBJECT AREA	INSTRUCTIONAL MATERIALS (BEING CONSIDERED)			
	CollegeBoard SpringBoard ELA			
ENGLISH	CoreSpring			
LANGUAGE	Great Minds: Wit & Wisdom			
ARTS	Renaissance Learning Accelerated Reader			
	Achieve 3000			
MATH	College Preparatory Math (CPM)			
	Interactive Math Program (IMP)			
SCIENCE	Pearson's Interactive Science			
	McGraw Hill Biology, Physics, Chemistry			
	PHET Interactive			
HISTORY/	Pearson's My World History			
SOCIAL	McGraw Hill, Networks			
STUDIES				
ENGLISH	National Geographic ELD Program Edge			
LANGUAGE	English 3D Scholastic			
DEVELOPMENT	Achieve 3000			
ADVISORY	Character Counts			

The following table outlines the courses we intend to offer by grade:

OVID VD GCD					
SUBJECT	GRADE 9	GRADE 10	GRADE 11	GRADE 12	
AREA	GIEIDE	OREIDE 10	OILIDE II	Oldibe 12	
ENGLISH	English 9	English 10: World	English 11	AP English	
LANGUAGE	_	Literature		Language	
ARTS					
MATH	Integrated Math 1	Integrated Math 2	Integrated Math 3	Pre-Calculus	
HISTORY		World History	U.S. History	U.S.	
		-	-	Government/	
				Economics	
SCIENCE	Biology	Chemistry	Physics	*TBD	
FOREIGN	Spanish 1	Spanish 2	Spanish 3	Spanish 4	
LANGUAGE					
VAPA	Music	Art	Theatre		
	Appreciation		Production		
ELECTIVES	Digital Literacy/	Robotics	*TBD	*TBD	
	Computer Science				
PHYSICAL	PE 9	PE 10	*TBD	*TBD	
EDUCATION					
ADVISORY	Advisory 9	Advisory 10	CCR 11	CCR 12	
POWER HOUR:	Power Hour	Power Hour	Power Hour	Power Hour	
FOR EL					
STUDENTS					

<sup>\*</sup>TBD: To be determined. This charter petition will cover 2017-2022 serving grades TK-10)

#### HIGH SCHOOL COURSE OFFERING

This section provides a description of academic courses with examples of instructional strategies and student applications of learning embedded into the curriculum. Stephen W. Hawking Charter School will reserve the right to modify the instructional program (course offerings) and strategies where necessary to serve the needs of the school community, while continuing to mandate to provide UC approved A-G course of study. Students will be required to take 4 years of English.

# ENGLISH LANGUAGE ARTS COURSES: HIGH SCHOOL

The English Language Arts curriculum of Stephen W. Hawking Charter School will be founded on the belief that all students will be capable of achieving mastery over academic English, provided intentional, vertically aligned, rigorous instruction and the necessary scaffolding to access college preparatory curriculum. Using the common core standards as a base, the first priority of the English Language Arts program will be the development of academic language. All Stephen W. Hawking Charter School English classes include: in-class reading, timed writing and explicit vocabulary instruction. Classes will be vertically aligned to AP Literature and Language courses. Additionally, since the electronic summative state assessment is largely based on reading and writing proficiency, there will be an expectation

that English teachers infuse technology in their daily instruction.

## **ENGLISH 9**

The main purpose of this course is to analyze literature and expository text in greater depth and produce complex writing assignments. Students will continue to apply the knowledge and skills acquired in earlier grades with more refinement, depth, and sophistication with grade-appropriate material. Ninth grade students are expected to read 1.5 million words annually, including a good representation of classic and contemporary literature, magazines, newspapers, and online articles, as stated in the *California Reading/Language Arts Framework*. Students will apply and refine their command of the writing process and writing conventions to produce original narrative, persuasive, expository and descriptive texts of at least 1,500 words each.

English 9AB will be organized into three standards- based instructional components that focus on persuasion, exposition, and literary analysis, integrating skills of reading, writing, listening and speaking. During the persuasion component, students will read persuasive texts, with a focus on the credibility of an author's argument, the relationship between generalizations and evidence, the comprehensiveness of evidence, the way in which the author's intent affects the structure and tone of the text, and extend ideas through original analysis, evaluation, and elaboration. Students will also write persuasive essays and deliver persuasive presentations, in the exposition component, students will read expository texts, with a focus on synthesizing and extending ideas presented in primary and secondary sources, including works by a single author dealing with a single issue. In addition, students will write expository essays and deliver expository presentations.

During the literary analysis component, students will read literary texts, with a focus on analyzing central themes in multiple works as well as analyzing themes in relation to issues of an historical period. Students will write responses to literature and deliver oral responses to literature.

## **ENGLISH 10**

The major purpose of this course is to emphasize analyzing literature in greater depth, analyzing expository text, and producing more complex writing assignments. Students will continue to apply the knowledge and skill acquired in previous grades with more refinement, depth, and sophistication with grade- appropriate material. Tenth grade students are expected to read 1.5 million words annually, including a good representation of classic and contemporary literature, magazines, newspapers, and online articles, as stated in the *California Reading/Language Arts Framework*. Students will apply and refine their command of the writing process and writing conventions to produce original narrative, persuasive, expository and descriptive texts of at least 1500 words each.

English 10AB will be organized into three standards- based instructional components that focus on persuasion, exposition, and literary analysis, integrating skills of reading, writing, listening, and speaking. During the persuasive component, students will read persuasive texts, with a focus on the credibility of an author's argument, the relationship between generalizations and evidence, the comprehensiveness of evidence, the way in which the author's intent affects the structure and tone of the text, and extend ideas through original analysis, evaluation, and elaboration. Students will also write persuasive essays and deliver persuasive presentations. In the exposition component of the course, students will read expository texts and use what they have learned to establish and controlling impression or coherent thesis that

conveys a clear and distinctive perspective on a subject and maintain a consistent tone and focus throughout a piece of writing.

They will use primary and secondary sources accurately, distinguish between information and the significance of the data, be aware of audience, anticipate misunderstandings, and use subject- specific terms accurately.

During the literary analysis component of the course, students will read literary texts, recognize and understand the significance of various literary devices, including figurative language, imagery, allegory, and symbolism, and explain their appeal. Students will also explain how voice, persona, and the choice of a narrator affect characterization and the tone, plot, and credibility of a text. Students will write responses to literature and deliver oral responses to literature.

## **ENGLISH 11: CSU WRITING**

Students in the 11th grade will take an English course created by the California State University system. This will be a two semester expository reading and writing course that includes explicit instruction in key skills identified by researchers. This course will be intended to ensure that all students will be ready to take AP level English coursework their senior year. This course will be rounded out/modified by our English teachers to ensure any standards outlined in the Common Core, but not addressed by the CSU curriculum will be included in their pacing plans.

## **ENGLISH 12: AP ENGLISH LANGUAGE**

This course is designed to parallel college- level English courses. It exposes students to prose written in a variety of periods, disciplines, and rhetorical contexts. The course emphasizes the interaction of authorial purpose, intended audience, and the subject at hand. Students learn to develop stylistic flexibility as they write compositions covering a variety of topics.

# ENGLISH LANGAUGE DEVELOPMENT: POWER HOUR

Stephen W. Hawking Charter School acknowledges that English Language Development should be a life-long pursuit for all students, not only those for whom English is not their primary home language. The mastery of formal register (i.e. academic language, professional language conventions, and industry jargon) is key to accessing and maintaining career paths that are both personally rewarding and advantageous toward social mobility. In light of this reality, Stephen W. Hawking Charter School will endeavor to develop the English language skills of all of its students through a daily Power Hour: a time set aside during the regular day schedule for students to participate in a language development class that is tailored to their particular characteristics, skills, and needs.

Students identified as English Learners will be programmed into the appropriate level English Language Development course, in accordance with the school's English Learner Master Plan. Standard-English learners or English-only students who are identified by their teachers as having language skills gaps that may require intervention will have their skills determined by means of formative and summative assessments, standardized tests, and anecdotal observations. Teachers will then design and execute instructional plans that include fitting intervention resources based upon student skill levels.

Students identified as having grade-level or above grade-level language competencies may receive college preparatory language supports to expand their mastery of the English language. For these students, Power Hour supports might include:

- SAT/ACT/AP vocabulary building
- Advanced reading strategies (e.g. Mortimer Adler's How to Read a Book)
- Advanced writing strategies (e.g. timed writing workshops)
- Debate classes
- Public speaking skills classes
- Technical writing classes (e.g. journalism, script writing, memo writing).

Students who possess competencies above grade-level may elect to pursue an accelerated pacing plan, in coordination with their teacher.

Power Hour will integrate English Language Development (ELD) into the education of all students, regardless of their skill level or primary home language. This strategy reinforces the instructional goal of imbuing life-long learning as a core value for all students. Power Hour will provide students with essential skills to prepare them for post-secondary life, and will promote a persistent positive growth mindset for all.

## **MATHEMATICS COURSES: HIGH SCHOOL**

High school students will be required to take at least three years of mathematics; four years recommended. Students at Stephen W. Hawking Charter School will be enrolled in the Integrated Math Pathway. The Charter School shall comply with all applicable requirements of the California Mathematics Placement Act of 2015.

Common internationally, the integrated sequence is meant to take math learning out of the silos and teach students how to bridge connections among math topics. There are 3 levels of integrated math, starting with Integrated Math 1 in grade 9.

# INTEGRATED MATH I

This course is the first of an integrated and investigative mathematics program designed to use patterns, modeling, and conjectures to build student understanding and competency in mathematics. The majority of this course will focus on building algebra I, geometry, and statistics skills. However, the overarching goal of this course is to teach students how to learn math differently than they may have previously done; so students will be trained on methods of learning as well as content. The students will be expected to learn through collaboration, collection of data, experimentation, and conjectures. Technology tools will also play an important role in learning. This course aligns perfectly with the five goals of the UC Mathematics requirement. The students will learn mathematical sense making, make and test conjectures and justify conclusions, use mathematical models to represent real world data, be able to provide clear and concise answers, and have computational and symbolic fluency. All five of these goals will be embedded in both the curriculum and the core pedagogical beliefs of the Math Department.

The purpose of Integrated Math I is to develop students' ability to think mathematically and develop their conceptual understanding of mathematics and procedural fluency in mathematics. Integrated I will extend the mathematics students learned in earlier grades and begin the

development of concepts Number Sense, Algebra, Functions, Modeling, Geometry, and Statistics and Probability needed for higher level mathematics courses. Extensive use of models/real- world situations, graphs obtained through hand- held technology and diagrams will help students see the connections between different topics which will promote students view as that of mathematics as a set of related topics. In addition, students will learn to solve problems graphically, numerically, algebraically, and verbally communicate all representations and connections. Students in this course will learn to use mathematical models to understand real world events and situations, and use algebraic reasoning to manipulate these models for deeper learning.

#### INTEGRATED MATH II

Integrated Math II, students will continue to develop algebra and geometry skills through engaging and real life applications. Students will build off of the standards they mastered in Integrated Math 1 building on geometry and algebra skills. These are reinforced and followed by lessons involving transformations, trigonometry and more in depth studies on functions and inequalities and their applications. Students will demonstrate abilities to reason logically and to understand and apply mathematical processes and concepts from algebraic operations and thinking; geometry and spatial sense, and data analysis and probability. More specifically, students will use:

- Number and Operation Understand numbers, ways of representing numbers, relationships among numbers, and number systems; understand the meaning and relationship of operations; and use computational tools and strategies fluently and estimate appropriately.
- Patterns, Functions, and Algebra Understand various types of patterns and functional relationships; use symbolic forms to represent and analyze mathematical situations and structures; and use mathematical models and analyze change in both real and abstract contexts.
- Geometry and Spatial Sense Analyze characteristics and properties of two- and three-dimensional geometric objects; select and use different representational systems, including coordinate geometry and graph theory: recognize the usefulness of transformation and symmetry in analyzing mathematical situations; and use visualization and spatial reasoning to solve problems both within and outside of mathematics.
- Measurement Understand attributes, units, and systems of measurement; and apply a variety of techniques, tools, and formulas for determining measurements.
- Data Analysis, Statistics and Probability Pose questions and collect, organize and represent data to answer those questions; interpret data using exploratory data analysis; develop and evaluate inferences, predictions, and arguments that are based on data; and understand and apply basic ideas of chance and probability.

- Problem Solving Build new mathematical knowledge through working with
  problems; develop a disposition to formulate, represent, abstract and generalize in
  situations within and outside mathematics; apply a wide variety of strategies to solve
  problems and adapt the strategies to new situations; and monitor and reflect on
  mathematical thinking in solving problems.
- Reasoning and Proof recognize reasoning and proof as essential and powerful tools
  of mathematics; develop and evaluate mathematical arguments and proof; and select
  and use various types of reasoning and methods of proof as appropriate.
- Communication organize and consolidate mathematical thinking to communicate
  with others; express mathematical ideas coherently and clearly to peers, teachers and
  others; extend mathematical knowledge by considering the thinking and strategies of
  others; and use the language of mathematics as a precise means of mathematical
  expression.
- Connections recognize and use connections among different mathematical ideas; understand how mathematical ideas build on one another to produce a coherent whole; recognize, use, and learn about mathematics in contexts outside of mathematics.
- Representation create and use representations to organize record and communicate
  mathematical ideas; and use representations to model and interpret physical, social and
  mathematical

# INTEGRATED MATH III

It is in the Mathematics III course that students integrate and will apply the mathematics they have learned from their earlier courses. This course includes standards from the conceptual categories of Number and Quantity, Algebra, Functions, Geometry, and Statistics and Probability. For the Mathematics III course, instructional time will focus on four critical areas:

- Students see how the visual displays and summary statistics they learned in earlier grades relate to different types of data and to probability distributions. They identify different ways of collecting data—including sample surveys, experiments, and simulations—and the roles that randomness and careful design play in the conclusions that can be drawn.
- 2) The structural similarities between the system of polynomials and the system of integers are developed. Students draw on analogies between polynomial arithmetic and base- ten computation, focusing on properties of operations, particularly the distributive property. Students connect multiplication of polynomials with multiplication of multi-digit integers, and division of polynomials with long division of integers. Students identify zeros of polynomials and make connections between zeros of polynomials and solutions of polynomial equations. Rational numbers extend the arithmetic of integers by allowing division by all numbers except zero. Similarly, rational expressions extend

the arithmetic of polynomials by allowing division by all polynomials except the zero polynomial. A central theme of the Mathematics III course is that the arithmetic of rational expressions is governed by the same rules as the arithmetic of rational numbers. This critical area also includes exploration of the Fundamental Theorem of Algebra.

- 3) Students derive the Laws of Sines and Cosines in order to find missing measures of general (not necessarily right) triangles. They are able to distinguish whether three given measures (angles or sides) define 0, 1, 2, or infinitely many triangles. This discussion of general triangles opens up the idea of trigonometry applied beyond the right triangle, at least to obtuse angles. Students build on this idea to develop the notion of radian measure for angles and extend the domain of the trigonometric functions to all real numbers. They apply this knowledge to model simple periodic phenomena.
- 4) Students synthesize and generalize what they have learned about a variety of function families. They extend their work with exponential functions to include solving exponential equations with logarithms. They explore the effects of transformations on graphs of diverse functions, including functions arising in an application, in order to abstract the general principle that transformations on a graph always have the same effect regardless of the type of the underlying function. They identify appropriate types of functions to model a situation, they adjust parameters to improve the model, and they compare models by analyzing appropriateness of fit and making judgments about the domain over which model is a good fit. The description of modeling as "the process of choosing and using mathematics and statistics to analyze empirical situations, to understand them better, and to make decisions" is at the heart of this Mathematics III course.

## PRE-CALCULUS

In Pre-calculus, students extend their work with complex numbers begun in Integrated Mathematics III or Algebra II to see that the complex numbers can be represented in the Cartesian plane and that operations with complex numbers have a geometric interpretation. They connect their understanding of trigonometry and the geometry of the plane to express complex numbers in polar form. Students begin working with vectors. Students also work with matrices, their operations, and find inverse matrices. They see the connection between matrices and transformations of the plane. Students use matrices to represent and solve linear systems. Students extend their work with trigonometric functions, investigating the reciprocal functions secant, cosecant, and cotangent and their graphs and properties. They find inverse trigonometric functions by appropriately restricting the domains of the standard trigonometric functions and use them to solve problems that arise in modeling contexts. Students add ellipses and hyperbolas to their work. They also work with polar coordinates and curves defined parametrically and connect these to their other work with trigonometry and complex numbers. Finally, students work with more complicated rational functions, graphing them and determining zeros, y- intercepts, symmetry, asymptotes, intervals for which the function is increasing or decreasing, and maximum or minimum points.

# **HISTORY COURSES: HIGH SCHOOL**

Students will be required to take at least three years of History, including World History, U.S. History, and American Government/Economics.

#### WORLD HISTORY

Students will study major turning points that shaped the modern world from the late eighteenth century through the present, including the cause and course of the two world wars. They will trace the rise of democratic ideas and develop an understanding of the historical roots of current world issues, especially as they pertain to international relations. They will extrapolate from the American experience that democratic ideals are often achieved at a high price, remain vulnerable, and are not practiced everywhere in the world. Students will develop an understanding of current world issues and relate them to their historical, geographic, political, economic, and cultural contexts. Students will consider multiple accounts of events in order to understand international relations from a variety of perspectives.

This history/social science course will examine the major turning points of the modern world from approximately 1750 to the present. Components of this class will include: Renaissance Reformation, and the Enlightenment, the French Revolution, the Industrial Revolution, the Rise of Imperialism and Colonialism, the Second the Industrial Revolution, World War I, Totalitarianism, Capitalism, Socialism, World War II and Nationalism. Students should develop an understanding of the historic as well as the contemporary geographic, social, political and economic consequences of the various areas and problems they review.

#### U.S. HISTORY

This grade eleven course surveys the major turning points in American history in the twentieth century. The course begins with a selective review emphasizing two major themes: the nation's beginnings and the industrial transformation of the new nation. Throughout the course the application of constitutional principles to contemporary issues is addressed. Topics covered are the expanding role of the federal government and the federal courts, the continuing tensions between the individual and the state and between minority rights and majority power, the emergence of a modern corporate economy, the impact of technology on American society; culture change in the ethnic composition of American society, the movements toward equal rights for diverse groups such as racial minorities, gays and lesbians, people with disabilities, and women; and the role of the United States as a major world power. The course investigates the diversity of American culture, including religion, literature, art, drama, architecture, education, and the mass media.

# U.S. GOVERNMENT

Students apply knowledge gained in previous years of study to pursue a deeper understanding of the institutions of American government. They draw on their studies of American history and of other societies in the world today. This course prepares students to vote, to reflect on the responsibilities of citizenship, and to participate in community activities. Topics include the Constitution and the Bill of Rights; the Courts and the Governmental Process; Our Government Today; the Legislative and Executive Branches; Federalism; and State and Local Government. Contemporary issues, including key passages from the Federalist Papers and similar primary sources are studied in light of democratic principles.

# **ECONOMICS**

Economics for grade 12 is a one-semester course designed to help students become responsible decision makers as they are exposed to economic issues at the personal, local, national and

international levels. The course will focus on economic principles and concepts with emphasis on practical application as it relates to the consumer. The course is divided into four basic economic units: Fundamental economics concept, comparative economic systems, the principles of microeconomics, the principles of macroeconomics and international economics concepts. By the end of the semester students will:

- Be able to understand scarcity as the basic economic problem and how this connects to the law of supply and demand.
- Know the role that government plays in the economy in both a micro/macro sense.
- Comprehend the impact that international economic cooperation has on people's lives.
- Understand common economic terms and concepts and economic reasoning.
- Analyze the elements of the US market economy in a global setting.
- Understand the influence of the U.S. government on the American economy.
- Analyze issues of international trade, and explain how the economy of the world is interconnected
- Analyze issues of international trade.

## LABORATORY SCIENCE COURSE: HIGH SCHOOL

Students will be required to take at least two years of Science, two of which are laboratory courses chosen from Biology, Chemistry and Physics; three years are recommended.

#### **BIOLOGY**

The main purpose of this laboratory- based college preparatory course is to provide understanding of the basic biological concepts: the diversity of organisms; the cell; heredity; matter, energy, and organization of living systems; evolution of living systems; physiology; the biosphere and interdependence of abiotic and biotic factors. Focus will be on active student participation in laboratory investigations and the development of critical-thinking skills. Biology AB will provide the foundation for further studies in Biology.

## **CHEMISTRY**

Chemistry is a laboratory- based college- preparatory course. Laboratory experiments provide the empirical bases for understanding and confirming concepts of matter in chemistry. This course will emphasize discussions, activities, and laboratory exercises, which promote the understanding of the behavior of matter at the macroscopic and molecular- atomic levels. Chemical principles will be introduced so that students will be able to explain the composition and chemical behavior of their world. In this class, students will develop an understanding of chemical concepts and theories as they relate to daily life. This course will help students analyze and understand the fundamentals of chemistry such as atomic structure, chemical reactions, matter, the periodic table, gas laws, acids and bases, energy and thermodynamics.

The purpose of this course is for students to be able to achieve the following:

- 1. Solve scientific problems by making observations and collecting data.
- 2. Acquire a basic understanding of chemistry as a basis for furthering education in the sciences.
- 3. Apply skills of measurement, observation, statistical, and technological skills to compare, contrast, and create useful models of the structure and properties of matter and the mechanisms involved in its interactions.

- 4. Improve their ability to learn independently by researching and drawing generalizations from science related articles, books, graphs, charts, and diagrams.
- 5. Explore the history of matter and discover future careers in chemistry and other sciences.

#### **PHYSICS**

Physics is an experimental science with the focus on Newton's three laws of motion, conservation of energy, thermodynamics, electromagnetic spectrum, and electricity and magnetism. It is imperative that a science literate citizen be able to employ problem-solving skills. Since much of the information presented now in physics concerns processes, which can be seen, pedagogical techniques, which permit students to conceptualize and visualize these processes, will be employed. Whenever possible, tables, graphs, and animations will be used to reinforce concepts. In addition, the use of SDAIE strategies will help strengthen the literacy of students.

Laboratory work will be a vital component in the science experience. Acquisition of quantifiable data, manipulation of the data through tables and graphs, and formulation of conclusions based on results should be emphasized. The State Content Standards in Science were developed so that every student would have access to a uniform quality and quantity of information in science.

## **FOREIGN LANGUAGE**

Students will be required to take at least two years of a Language other than English in the same language; three years recommended.

#### SPANISH 1

Spanish 1 will be designed to lay a foundation for conversational and academic Spanish literacy. The course focuses on grammar, pronunciation, and oral presentations on the targeted language, Spanish. Students will: be introduced to the culture and history of the Spanish language; create a solid foundation onto which additional foreign language studies can be built; gain an ability to comprehend, read, speak, and write in Spanish; develop grammar and vocabulary skills through written and oral exercises; explore cultural aspects of the Spanish language and life in the Spanish-speaking world; develop listening/ speaking/ pronunciation skills through the use of apps and/or web-based resources as well as person-to-person communication opportunities; gain insights into their own language and culture; become more effective communicators; apply information learned to real life situations.

# SPANISH 2 (Prerequisite: Spanish 1 or equivalent)

Spanish 2 will be designed to enhance the students' knowledge with the Spanish language and to deepen their command of Spanish grammar. Students will develop the ability to communicate accurately and effectively in speech and writing within a range of authentic contexts; they will respond to the language demands of transactional and social contacts. Beyond this, students will gain insights into the Spanish and Latin American cultures while providing effective ways to integrate comprehension and productive skills with the teaching of culture. To do so, students will create an expanded core of vocabulary when listening to Spanish as it might be spoken in Spain and Latin American countries; students will write what they have heard orally in expanded paragraphs, using preterit, imperfect, and future tenses as well as using affirmative and negative commands; they will respond orally to questions about

daily life, expanding on the vocabulary learned in Spanish 1; finally, they will demonstrate an increased understanding of the cultures of Spanish-speaking countries by engaging in various projects that identify the everyday living activities of the Spanish and Latin American cultures.

## SPANISH 3 (Prerequisite: Spanish 2 or equivalent)

Spanish 3 will be designed for students who have successfully completed Spanish 2. This course will be conducted almost exclusively in Spanish, with limited English use for grammar explanations and remediation. Spanish 3 uses a communicative approach program that builds on prior knowledge of grammar, oral and aural literacy, and writing skills; students participate in all four areas of language acquisition. Students will achieve Spanish 3 reading proficiency by learning a well-developed vocabulary in addition to other linguistic features through the use of authentic literature. Literature will be a crucial addition to this course. The program offers technology and access to online learning system designed to integrate the learning of the target language with an appreciation for Spanish-speaking cultures around the world. The program meets the needs of the student, school, and community by providing students with a thorough grammar review, opportunities for speaking, literature readings, a focus on acquisition of knowledge, technology interaction, and an understanding of cultures, geography, vocabulary, and idioms, of the Spanish-speaking world within and outside of the community.

## **VISUAL & PERFORMING ARTS (VAPA)**

Students will be required to take at least one year of Visual and Performing Arts.

## THEATRE/PLAY PRODUCTION

This course provides a balanced theater arts program that emphasizes dramatic literature and/or musical theater activities that lead to the formal presentation of a scripted play. The class emphasizes awareness and practice in theater production, performance, direction, stage technique, voice, stage design, costuming, properties, and theater history. Students develop language skills and appreciation through reading dramatic literature from a worldwide perspective and writing critiques, character analyses, and play reports.

#### ART

The purpose of this course will be to provide a balanced visual arts program, which will guide students to achieve the standards in the visual arts. Introduction to Art will provide a foundation of visual arts knowledge and skills and their connections to other subjects, and explores the discipline in depth both intellectually and experientially. The course will serve as a prerequisite for all advanced visual arts courses in high school.

This will be an introductory art course that teaches the elements and principles of design by employing a variety of different techniques and mediums. In addition, this course will endeavor to create a safe space that nurtures and encourages self- expression and discovery while also building practical skills in drawing, design, painting, printmaking, and sculpture. Student will learn to use observational methods along with their imagination to create artworks. The course will teach students to be strong visual mechanics with the ability to critically analyze and discuss their own work, as well as the work of others. Through in- class discussions, critiques, and written reflections, students will learn to evaluate their own work, as well as offer constructive criticism and support to their peers. Along with learning to use relevant concepts and terminology in their discussion of images, students will learn the importance of history and social context to understanding visual art. After completing the course students should have a

better appreciation for the role art plays in the world around them, possible career opportunities in the arts, and it's relevance to their lives as well as to the broader contemporary culture.

#### MUSIC APPRECIATION

This class emphasizes listening activities related to the structure or design of the music from perceptual, creative, historical, and critical viewpoints using a variety of musical forms and styles.

## **ELECTIVES TECHNOLOGY (non-core)**

Students will be required to take at least one year of Computers & Technology Courses.

#### DIGITAL LITERACY/COMPUTER SCIENCE

In this one-year course, students learn to use computational thinking to develop algorithmic solutions to real- world problems. They will begin to understand the different levels of complexity in problem solving and to determine when team projects might generate more effective problem solutions than individual efforts. Students will learn and use a programming language(s) and related tools, as well as appropriate collaboration tools, computing devices, and network environments. Finally, they will demonstrate an understanding of the social and ethical implications of their work and exhibit appropriate communication behavior when working as a team member.

## ROBOTICS

This instructional program prepares individuals to design, develop, program, and maintain robotic devices. It includes instruction in the history and development of robotic devices; the types of robotic devices used in industry and their component makeup; computer control systems and robot computer language programming; troubleshooting techniques, especially for servomechanisms, microprocessors, and computer operation; and the integration of these devices and factors into a total manufacturing system.

## PHYSICAL EDUCATION (Non-core and non-college preparatory)

Pursuant of Education Code Section 51225.3(a) (1)(F), Stephen W. Hawking will offer 2 Physical Education courses that students must take in high school. The course of study for these classes shall conform to the eight required content areas prescribed in Title 5, Section 10060 of the California Code of Regulations.

Students will learn the benefits of leading a physically active lifestyle along with a healthy diet to promote lifelong fitness. Students will learn how to assess personal fitness levels in order to set goals, make plans, and strive to achieve a healthy lifestyle. Students will also refine a variety of movement skills. These skills contribute to the enjoyment of physical activities, such as sports, that will grant students a wide range of options when it comes to staying healthy.

This course will also have an emphasis on positive social interaction. Students are expected to build social skills and develop desirable characteristics such as teamwork, problem- solving, and self- management skills that will carry over to lifelong social skills used inside and outside the classroom.

## ADVISORY 9/10

Commented [JR5]: Item #9

Students will be enrolled in Advisory in grade 9 and grade 10. Each student will work closely with their Advisory teacher (homeroom) to develop their Four- Year Plans, exploring and setting academic and career goals. Students will take part in team building activities, community service opportunities and work on their high school portfolio. Advisory also provides curriculum to increase student knowledge and ability in skills necessary for everyday living. The course emphasizes defining personal values, goal- setting and planning, making decisions and solving problems, evaluating information and dealing with media and peer pressure, communication and relationships, decision- making, wellness and personal safety, and contributing to your community.

## **COLLEGE READINESS 11**

The course will focus on preparing students on the various components and requirements in completing college/university applications. Students will create a portfolio that includes CSU Mentor High School Planner, UC/ Private School Personal Statement, EOP application, SAT/ACT registration and preparation, and the FAFSA Financial Aid forecaster. In addition, students will explore career planning using CDE's CareerZone.

## **COLLEGE READINESS 12**

The course will serve as part 2 that focuses on preparing students to complete their college applications by creating a portfolio that includes CSU Mentor High School Planner, UC/ Private School Personal Statement, EOP application, SAT/ACT registration and preparation, and FAFSA Financial Aid application.

GRADUATION REQUIREMENTS

The following chart provides the high school graduation requirements for Stephen W.

Hawking Charter School. Our high school graduation requirements are equivalent to UC A-G eligibility requirements. In order to graduate students must complete at least 220 credits.

	UC MINIMUM Requirements for Freshman Admissions	STEPHEN W. HAWKING Graduation Requirements	Eligible Courses	COURSE CREDITS			
HISTORY	2 years of "A" courses, including 1 year of	3 years of eligible courses (30 credits)	World History	10			
	World History, Cultures & Geography; and 1 year of U.S. History or 1/2 year of U.S.		US History	10			
	Hisotry and 1/2 year of Civics or American		U.S. Government	5			
	Government		Economics	5			
		4 years of eligible courses (40 credits)	English 9	10			
ENGLISH	4 years of "B" courses		English 10	10			
	4 years of B courses		English 11	10			
			English 12	10			
	3 years of "C" courses, including Algebra,	3 years of eligible courses (30 credits)	Integrated Math I	10			
MATH	geometry and intermediate algebra or		Integrated Math II	10			
MAIH	appoved Integrated Math Courses. 4 years		Integrated Math III	10			
	recommended		Pre-Calculus	10			
LAB SCIENCE	2 (HDII ( B. I	2 (1:31	Biology with Lab	10			
	2 years of "D" courses from Biology, Chemistry, & Physics 3 years recommended	2 years of eligible courses (20 credits)	Chemistry with Lab	10			
			Physics with Lab	10			
FOREIGN	2	2 years (20 credits)	Spanish 1	10			
FOREIGN Language	2 years of "E" courses of the same language. 3 years recommended		Spanish 2	10			
	,		Spanish 3	10			
	1 yearlong "F" course in dance, drama/theater, music, or visual art	1 year (10 credits)	Theatre	10			
VAPA			Art	10			
	, ,	,	Music Appreciation	10			
ELECTIVE	1 year of "G" courses chosen from 'a-f" subject areas or 1 year of an additional	1 year	Computer Science	10			
LECTIVE	approved "a-f" course beyond the miniimum requirement for that subject area	(10 credits)	Robotics	10			
Electives (Non UC A-G)							
PE	N/A	2 years (20 credits) 4 years (40 credits)	Physical Education 9	10			
rt			Physical Education 10	10			
ADVISORY			Advisory 9	10			
	N/A		Advisory 10	10			
	18//4		College Readiness 11	10			
			College Readiness 12	10			

## WASC ACCREDITATION

Stephen W. Hawking Charter School will obtain and maintain Western Association of Schools and Colleges ("WASC") accreditation once the Charter School serves high school students.

# INFORMING PARENTS ABOUT COURSE TRANSFERABILITY & COLLEGE ENTRANCE REQUIREMENTS

All courses offered at Stephen W. Hawking Charter School will be transferable to other public schools, and meet the rigorous requirements of UC A-G eligibility requirements. Parents will be informed about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements in the High School Student/Parent Handbook, which will be available in both English and Spanish, and through meetings with the College Advisor that the Charter School will employ once it serves high school grades. Every student that is admitted will participate in an intake meeting that includes a student transcript review and progress towards graduation. Every exiting student will also receive an official transcript that serves as an official record of courses completed, academic grades and credits earned.

#### INSTRUCTIONAL MINUTES

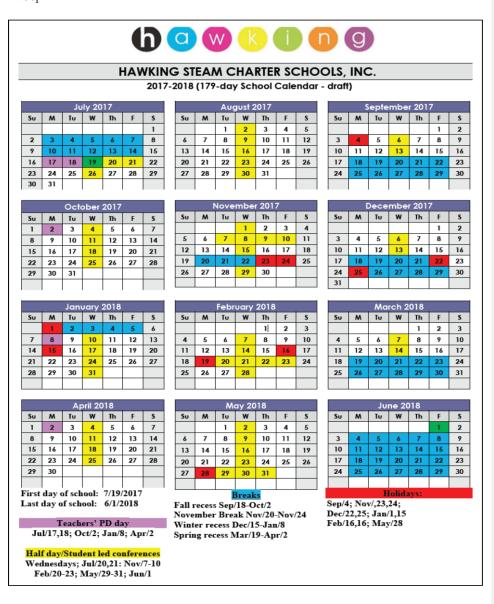
The following chart illustrates the total number of instructional minutes and days by grade level that far exceeds the state's requirements.

Grades	# of Regular Days	# of Instruc. Min./Reg . Day	# of Min. Days	# of Instruc. Min/Min Day	Total Number of Instr. Days	Minutes Req <sup>1</sup> d Per State Law	Total # of Instruc. Min.	# of Instruc. Min Above/ Below State Req¹t.
TK	134	410	45	260	179	36000	66,640	30,640
K	134	410	45	260	179	36000	66,640	30,640
1	134	420	45	270	179	50,400	68,430	18,030
2	134	420	45	270	179	50,400	68,430	18,030
3	134	420	45	270	179	50,400	68,430	18,030
4	134	420	45	270	179	54,000	68,430	14,430
5	134	420	45	270	179	54,000	68,430	14,430
6	134	420	45	270	179	54,000	68,430	14,430
7	134	420	45	270	179	54,000	68,430	14,430
8	134	420	45	270	179	54,000	68,430	14,430
9	134	420	45	270	179	64,800	68,430	3,630
10	134	420	45	270	179	64,800	68,430	3,630
11	134	420	45	270	179	64,800	68,430	3,630
12	134	420	45	270	179	64,800	68,430	3,630

## ACADEMIC CALENDAR & WEEKLY SCHEDULE

The Charter School shall offer, at a minimum, the number of minutes of instruction set forth in Education Code section 47612.5, and the number of school days required by Title 5, California Code of Regulations Section 11960. At Stephen W. Hawking Charter School, the school year starts in July and ends in June. The Charter School is on a year-around calendar, similar to schools in Chula Vista. The Charter School provides all students with 179 instructional days, with the day starting at 8:30am and ending at 3:30pm on Monday, Tuesday, Thursday and

Friday, and with a shortened minimum day every Wednesday that starts at 8:30am and ends at 12:30pm.



## PROFESSIONAL DEVELOPMENT

The Charter School provides professional development ("PD") that is ongoing, sustainable, coherently focused; research-based; collaborative, and supportive of the instructional needs of teachers and the diverse needs of our students. All teachers are required to attend professional development and are held accountable for implementing the strategies and content taught during classroom observations, which are conducted by the Principal and Instructional Coach on a weekly basis. Professional development for all teachers includes:

- Kagan Collaborative and Engagement Strategies
- Eureka Math
- · Smarty Ants
- Star Math
- Achieve 3000
- Next Generation Science Standards
- Khan Academy
- Hattie's research on effective teaching and learning (Visible Learning)
- · Preparation for student-led conferences and Expos
- Arts Integration
- Buck Institute PBL

Professional development is provided through the following structure:

- 3-5 days of intensive summer professional development
- Twice per month on Wednesdays during the school year
- During three non-instructional days during the academic calendar. These days are allocated for school-wide review of student benchmark assessments

Members of the leadership team also attend and disseminate information from conferences that include:

- National Charter School Conference (NCSC)
- International Cultural Proficiency Institute
- California Charter Schools Association ("CCSA") Conference
- San Diego County Office of Education ("SDCOE") Curriculum and Instruction Symposium
- California Science Educators Conference

Through classroom walkthroughs and staff surveys, Professional Development opportunities are determined. The following chart is a list of our Professional and Learning Schedule for 2016-17 and 2017-18 school year.

Name of Professional Development	Purpose
Summer Welcome Back	Review procedures, protocols and schedules

Achieve 3000	Review last years' final assessment scores and
CAASPP/LEXILE Data	understand how to integrate into Guided Reading
Analysis 3-5	time.
Smarty Ants TK-2	Nuts and Bolts of using STAR Math as benchmark
STAR Math 101	assessment.
Culture of Creativity Arts	Guide teachers through the process of arts
Integration and Classroom	integration, Project Based Learning and
Management	assessment.
Student Led Conferences 101	Provide teachers with research and training about guiding students through the SLC process.
Backward Design Planning	Present EXPO rubric, review curriculum maps and
towards EXPO and Arts	guided teachers through the process of how to
Integration 101	launch a successful EXPO.
3	Writing consultant serves as a guide to assess
	current state of writing and compare to ideal state
Learning Headquarters the art	so that teachers can assess the gaps and address in
of Critique and PLC work	PLC.
	Guide teachers through cooperative learning and
Kagan Instructional Strategies	whole brain teaching strategies.
	Guide teachers on research based strategies to
Arts Integration Strategies	delve deeper with arts integration.
0 0	
DUCK Institute Ducinet Duci	Align Project Based Learning techniques with
BUCK Institute: Project-Based Learning	CCSS and ensure that teaching contains rigor and
Learning	accountability.
	Guide teachers through research based best
John Hattie's Visible Learning	teaching practices about teaching and learning.
John Hattle's Visible Learning	
	Teachers meet with grades above and below their
V	grade level to discuss vertical alignment strategies
Vertical Alignment and Class	as well as discus students learning styles and their
rosters for following year	best placement for the following year.

Alongside Professional Development, teachers meet with administration by grade level to discuss benchmark data and other relevant grade level concerns and ideas. At the close of each academic year, the Charter School's teachers and staff will respond to a survey that will help inform the needs of professional development the following year.

# CLASSROOM OBSERVATIONS

The principal conducts informal classroom observations/walkthroughs on a regular basis. The walkthroughs provide teachers with immediate and constructive feedback in specific areas to

improve instruction that will affect student learning. As already mentioned, teachers are expected to implement strategies taught in Professional Development during instruction including walkthroughs.

#### FORMAL OBSERVATIONS/TEACHER EVALUATION

All teachers are currently observed in the classroom by the Principal on an annual basis. The principal uses the cognitive coaching approach for all observations including the formal observation. The principal begins the observation protocol with a pre-observation conference in which teacher and observer discuss objectives of lesson to be observed as well as the content and context of the teaching and learning. At this time, the principal is able to offer some advice and gain a better understanding of the lesson. Within a week, the lesson observation will take place and the principal will document a record of the lesson. Within a few days or on the same day, the principal will hold a post-observation conference with teacher to communicate both strengths and weaknesses of the lesson. The principal will determine whether a follow up formal observation is necessary or if they are ready to complete the teacher evaluation.

Cognitive Coaching uses a three-phase cycle similar to teacher evaluation through clinical supervision: preconference, observation, and post-conference. The primary difference between Cognitive Coaching and evaluation is that Cognitive Coaching uses these cycles for the sole purpose of helping the teacher improve instructional effectiveness by becoming more reflective about teaching. While the preconference requires a teacher to articulate the day's goals and the post-conference calls for assessment, the teacher, not the coach, evaluates the lesson's success. Rooted in the clinical supervision theories of Goldhammer and Cogan, Cognitive Coaching adds to clinical supervision the dimension of enhancing teachers' intellectual growth (Costa and Garmston 1985, in press; Garmston 1990). It requires extensive coaching skills and teaches a set of strategies for creating a school environment that fosters teachers' abilities to make changes in their own thinking and teaching. The process supports informed teacher decisionmaking.

The ultimate goal of Cognitive Coaching is teacher autonomy: the ability to self-monitor, selfanalyze, and self-evaluate. In early cycles of Cognitive Coaching, the coach must draw these capacities from the teacher, but as the cycles continue, a teacher begins to call upon them internally and direct them toward an area of personal interest.

# INTERVENTION & ENRICHMENT PROGRAM

The Charter School has learned that its students' attitude toward success of any caliber in any realm of school or life depends heavily on the attitude of the adults around them. Therefore, the adults in the Charter School make every challenge an opportunity to celebrate solving a problem, discussing a public issue or following a personal purpose. Stephen W. Hawking Charter School constantly reminds students to, "let it go and show what you know!" More important than being seen is achieving your personal best and learning from all experiences and mistakes.

# ACADEMIC INTERVENTION

Stephen W. Hawking Charter School has implemented the following academic interventions for students who struggle academically to improve student academic outcomes.

- Instructional Assistants for each grade level collaborate with teachers and provide in class academic support through small group instruction, one-on-one instruction, and/or pull-out if necessary.
- 2. The following web-based reading and math programs are also used for academic intervention during the school day and after-school: Achieve 3000 and STAR Math These Common Core aligned programs provide differentiated instruction targeted to the student's individual level.
- 3. All students in grades K-6 participate in daily Guided Reading and Guided Math led by the classroom teachers to meet students at their academic levels.
- 4. After school Academic Lab that provides students with tutoring; homework support; and reading club.

## SOCIAL-EMOTIONAL INTERVENTIONS

Stephen W. Hawking Charter School provides the following social-emotional supports for students. As our school expands to serve middle and high school students, we will reassess our social-emotional program to ensure it meets the needs of our students.

- 1. Boys Circle provides a platform for boys to discuss issues that pertain to them under the guidance of a male mentor.
- 2. Girls Circle provides a platform for girls to discuss issue that pertain to them under the guidance of a female mentor.
- 3. Our school's Compassionate Communication Counselor leads our Embodied Awareness programs that help students navigate emotional stress using specific tools in order to control outbursts and negative behavior proactively.

## AFTER-SCHOOL TUTORING: ACADEMIC INTERVENTION LAB

Stephen W. Hawking Charter School provides an Academic Intervention Lab, an after-school tutoring program (open to all students in grades 3 and above. Our tutoring program provides students with a safe, small-group environment in which they can receive personalized attention from their teachers, as well as access the resources needed for successfully completing their assignments. Individual and small group tutoring as well as homework clubs are available throughout the school year.

Students identified as low achieving are strongly encouraged to attend targeted after school academic enrichment program tailored towards each student's needs. This specialized strategy provides the opportunity for struggling students to master the relevant subject's content standards. Low achieving students' progress is quantitatively measured through NWEA MAP (starting in the 2017-18 school year), Achieve 3000 and Star Math assessments with the goal of attaining at least one year's academic progress within the school year. The following chart illustrates the Charter School's before/after school program structure:

## RESPONSE TO INTERVENTION

Stephen W. Hawking Charter School follows the Response to Intervention ("RTI") Tiered Instruction and Intervention model. In Tier 1, the teacher delivers a lesson with the adoption and use of an evidence-based curriculum. In addition, they differentiate instruction, providing instruction designed to meet the specific needs of students in the class. Students who do not show much progress in Tier 1 receive more intensive small-group instruction with the classroom teacher and interventionists, within the general education classroom in Tier 2. Tier

2 often lasts from six to nine weeks and provides additional instruction per week on specifically targeted skills based on the students' benchmark assessment scores. If students continue to show minimal progress, they are moved to a Tier 3 intervention. At a Tier 3 intervention, students receive individualized, intensive interventions that target specific academic skills. During the RTI process, our Student Success Team meets every 6-8 weeks to discuss the academic progress of the student going through the RTI process.

The Charter School has hired Instructional Aides to support all students, providing targeted assistance to students who need additional help.

The kindergarten interventionist meets students one-on-one and focuses on foundational skills in English language arts and math. Foundational skills of language arts consist of letter-name recognition of upper and lower case letters, letter sounds, writing penmanship, and grade level sight words. Foundation skills in math consist of number recognition to 30 and number bonds within ten.

The first and second grade interventionist meets with students in small groups or one-on-one depending on the students' needs. Each interventionist focuses on foundational skills for that grade level. They also provide differentiated instruction based student data and assessments.

For grades three to six, one interventionist focuses on ELA and a second one focuses on Math. These interventionists work with students in small homogenous groups, differentiating instruction based on CCSS and student data and assessments.

The Reading Interventionists works with RTI Tier 2 and Tier 3 students who need additional support in foundational skills and reading comprehension. Students meet with our reading interventionists twice a week in a small group of three to four students.

#### **ENGLISH LEARNERS**

Currently, 50% of enrolled students are identified as English Learners (EL). Stephen W. Hawking Charter School will meet all applicable legal requirements for English Learners as they pertain 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 requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

All teachers have English Learner authorization credentials. The instructional coach provides all teachers with ongoing training to implement effective research-based strategies including SDAIE, GLAD, differentiation, scaffolding and Kagan Structures for Cooperative Learning. Teachers integrate the ELD Frameworks across all disciplines.

## STRATEGIES FOR ENGLISH LEARNER INSTRUCTION

Stephen W. Hawking Charter School provides English Learners with a solid foundation in academic language as well as opportunities to develop social language. English Learners are immersed in English language mainstream classrooms and receive small group instruction by their classroom teacher or other qualified teacher or staff to develop their English and to support their understanding of the curriculum throughout the school day.

Stephen W. Hawking Charter School believes English Learners should be taught using an academically challenging curriculum appropriate for the student's grade level. In order to support English Learners in reaching their potential, teachers scaffold instruction and teach students comprehension strategies for a more self-directed means of comprehending gradelevel curriculum. Other strategies include word study to examine cognates, etymologies, prefixes and suffixes, and spelling patterns. Teachers instruct students how to examine common text structures and use graphic organizers to organize information for better recall and comprehension. Visual representations of key vocabulary and/or realia are also used to help students comprehend new vocabulary. Students are given daily opportunities to use their language in practical situations. As English Learners delve into projects on a particular subject, they develop the categorical vocabulary associated with that topic and the social language needed to work successfully in a collaborative learning setting.

Stephen W. Hawking Charter School believes language is best learned when it is used repeatedly. Our students are expected to regularly share their opinions, ideas, and knowledge with their classmates, teachers, the school community, and the community-at-large. Through presentations, speeches, book readings, webpages, and other collaborative activities, EL students strive to communicate effectively and thus improve their English language skills. English Learners may be grouped into flexible groups based on current language objectives for each student. Student progress is monitored with formative assessments as well as assessments at the end of project cycles.

Stephen W. Hawking Charter School implements an academic program that delivers high quality instruction designed to meet the language needs of English Learners. Stephen W. Hawking Charter School provides an English language program that ensures students will meet and/or exceed the state English-Language Development Standards each year.

Teachers provide clear and attainable objectives and maintain explicit expectations that support a learning-centered environment. Teachers provide support for English learners through use of word walls, labeled visual representations for vocabulary, ideas, and content; explicit vocabulary instruction including etymology, academic language and student talk is infused, expected and encouraged throughout the day. This expectation of high vocabulary use and student talk is also encouraged during physical education, music, and art, for every grade

To support the implementation of the ELA/ELD Framework, the administration provides teachers with professional development on effective strategies for implementing the ELA/ELD Framework so that they address the needs of the varying levels of English Learners while also being aligned with and adhering to the CCSS aligned curriculum. The administration analyzes and uses data that includes: student work samples, assessments, routine observations, and walkthroughs to provide targeted feedback to teachers in meeting the needs of English Learners. Additionally, teachers and support staff participate in Professional Learning Communities that focus on addressing the needs of English Learners through targeted instruction through integrated and designated ELD, development of data driven lessons, as well as development of

strategic interventions. Teachers use data from formal and informal assessments to guide classroom instruction and targeted interventions.

It is expected for students to make a minimum gain of one level of proficiency annually on the CELDT/ELPAC. The Leadership Team meets on a regular basis to closely monitor the academic progress of English Learners and Long-term English Learners ("LTEL"); to identify and provide appropriate interventions as needed. In cases in which students are not making adequate progress, an intervention specialist and instructional assistant provide identified students further academic support in English Language Development through pullout and push-in instruction as well as small group instruction using focused interventions in reading, math, and other areas as identified.

# **IDENTIFICATION**

Upon enrollment, each student's primary language is determined through use of a home language survey.

#### **CELDT TESTING**

Within 30 calendar days of their initial enrollment<sup>1</sup>, and at least annually thereafter until redesignated as fluent English proficient, students who are identified as having a primary language other than English, as determined by the home language survey, and for whom there is no record of results from an English language development test are assessed using the California English Language Development Test /English Language Proficiency Assessments for California ("ELPAC").

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

Currently, CELDT testing services are contracted though Sweetwater Union High School District Curriculum & Instruction, Office of Research and Evaluation. Starting with the 2017-18 school year, the school will administer the CELDT for Initial Assessment only; and the ELPAC Summative. Starting with the 2018-19 school year, the ELPAC is scheduled to replace the CELDT for Initial and Summative testing. Per the State Board of Education, the ELPAC Summative assessment will be administered only in the Spring (February – May). The ELPAC Initial Assessment will be administered upon enrollment for newly identified EL only. The assessments are submitted and the department processes score reports that are sent to our site. Results are sent home and also filed in the student's cumulative record file.

Stephen W. Hawking Charter School notifies parents/guardians of their child's results on the CELDT within 30 calendar days of receiving results. Within 90 days of initial enrollment, students identified as having limited English proficiency shall be further assessed for primary

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

language proficiency in comprehension, speaking, reading and writing. The Principal or his/her designee shall develop criteria for determining student needs on the basis of these assessments. (Former Education Code 52164.1, 62002)

Before students are enrolled in a program for English Learners, parents/guardians shall receive information about the program and their opportunities for parental involvement. This information shall include the fact that an individual student's participation in the program is voluntary on the part of the parent/guardian. (Education Code Section 52173.)

Not later than 30 calendar days after the beginning of the school year, each parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title III funds shall receive notification of the assessment of his/her child's English proficiency. The notice shall include all of the following: (Education Code Section 440: 20 United States Code Section 6312.)

- 1. The reason for the student's classification as English Language Learner
- 2. The level of English proficiency
- 3. A description of the program for English language development instruction, including a description of all of the following:
  - The manner in which the program will meet the educational strengths and needs of the student
  - b. The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards
  - c. The specific exit requirements for the program, the expected rate of transition from the program into classrooms not tailored for English Language Learner students, and the expected rate of graduation from secondary school if Title I funds are used for students in secondary schools
  - d. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP
- 4. Information regarding a parent/guardian's option to decline to allow the student to become enrolled in the program or to choose to allow the student to become enrolled in an alternative program
- 5. Information designed to assist a parent/guardian in selecting among available programs, if more than one program is offered

Parents/ guardians also shall be notified of the results of any reassessments. (Education Code Section 52164.3)

## RECLASSIFICATION

Stephen W. Hawking Charter School provides additional and appropriate educational services to English Learners for the purposes of overcoming language barriers until the English Learners have:

- Demonstrated English language proficiency comparable to that of the state's average native English language speakers
- 2. Recouped any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers English Learners shall be re-designated as fluent English proficient when they are able to comprehend, speak, read and write English well enough to receive instruction in the regular program and make academic

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progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study.

The administrative staff and instructional coach oversee the Fluent English Proficient reclassification process. The Stephen W. Hawking Charter School has developed a Reclassification Record Form that includes the following reclassification criteria:

- 1. Assessment of English Language Proficiency (overall CELDT level 4 or 5).
- 2. Teacher evaluation, including a review of the student's curriculum mastery and progress on academic standards and benchmarks.
- 3. Parent input and consultation.
- 4. Academic achievement results in English Language Arts-comparison of student performance in basic skills in English language arts in comparison with the performance of English proficient students of the same age (CAASPP & local measures for reading using NWEA MAP results.

The staff identifies EL students and gathers all required data to identify EL students who meet the reclassification criteria. Data and pertinent information are shared with teachers and parents. As part of the reclassification process teachers complete an evaluation of academic progress for students who qualify, and this information is communicated to parents who then approve the reclassification. The completed reclassification documents for students who meet all necessary criteria are forwarded to the District's Office of Research and Evaluation who verifies qualifications and updates student files as well as the necessary documents. These are then returned to our site to be filed in students' cumulative record files.

Parents/guardians shall receive notice and a description of the re-designation process, including notice of their right to participate in the process. Parent/guardian participation in the process shall be provided:

- 1. Comparison of performance in basic skills, including performance on the English Language Arts section of the California Assessment of Student Performance and Progress.
- 2. Objective data on the student's academic performance in English as determined by the CELDT/ELPAC.
- 3. Results on the student's NWEA Measures of Academic Progress Benchmark assessments.

## PROGRESS MONITORING FOR RFEP STUDENTS

The Principal and other support staff provide subsequent monitoring and support for redesignated students, including but not limited to, monitoring the performance of re-designated students in the core curriculum in comparison with their native-English speaking peers, monitoring the rate of re-designation, and ensuring correct classification and placement.

# PROGRESS MONITORING FOR EL STUDENTS

Stephen W. Hawking Charter School has developed a process to monitor the effectiveness of the Charter School's program for English Learners, which is modified as needed to ensure language and academic success for each English learner.

Teachers monitor the progress of our English learners. Teachers give both formal and informal assessments including NWEA MAP Benchmark assessments as well as curriculum-based assessments in science, language arts, and math. They work in Professional Learning Communities groups to determine appropriate interventions targeted at each student's needs based on assessment results.

In addition, the following staff members provide support in monitoring the progress of our English Learners:

- The CELDT coordinator communicates with teachers, students, and parents to provide updates on progress; informs families about possible interventions that will meet the needs of EL students; and works to monitor the progress of EL students identified as part of the SST process.
- Intervention teachers and aides provide academic support based on the lessons teachers provide in class taking into account the specific needs of the students. The intervention teachers and aides provide documentation and updates to teachers to inform further intervention.
- The RSP teacher works with EL students who have an Individualized Education Programs ("IEP") to meet learning targets ranging from social, academic, and/or behavioral needs.

Administration meets with staff to communicate needs as well as expectations based on results. Administration may conference with specific teachers based on the needs of EL students in their class. They communicate CELDT data as well as reclassification information pertaining to EL students at each grade level.

# HIGH ACHIEVING STUDENTS

Stephen W. Hawking Charter School's project-based learning educational program focuses on higher-order thinking and critical thinking skills, with an interactive focus in which discovery, exploration, and problem solving form the guiding process for teaching and learning. Teachers at Stephen W. Hawking Charter School differentiate instruction through flexible grouping of students and multiple modalities. Teachers also offer multiple types of assessments allowing them to best assess the myriad of ways in which students can internalize and express their learning. In this way, all students along the spectrum from at-risk to high-achieving have their academic needs met. This approach makes the Charter School uniquely and effectively designed to meet the needs of all learners.

High achieving students will be served within the regular classroom program. Teachers use multiple strategies to differentiate instruction for diverse learning styles and ability levels within the Charter School's curriculum. Our integrated approach to planning and delivering instruction will be an effective approach for all learners, including gifted students.

Teachers will use a variety of assessment measures, including standardized assessment data and other classroom performance data, to identify students who are high achieving. Students who achieve significantly above grade level and/or demonstrate behaviors consistent with gifted ability may be appropriately identified. In certain instances, services such as psychological testing might be used to test students for gifted ability, depending on the

availability of such services. Parents and guardians will be informed when their child is suspected of being gifted or identified as gifted so that they can seek appropriate challenges and opportunities for their child.

Students who are identified as high achievers are provided with differentiation and instruction that is flexible enough to meet their specific needs. According to Carol Ann Tomlinson, "a class is not differentiated when all students are doing the same thing and no adjustments are being made to the difficulty levels of the assignments that are given" (Tomlinson, 1995). Stephen W. Hawking Charter School has adopted strategies recommended by Tomlinson and others researchers for effective teaching in mixed-ability classrooms, such as:

- Providing alternative and/or extension activities for students who have already
  mastered the content being taught;
- Allowing gifted and high achieving students to work at an accelerated pace;
- Providing opportunities for students to work in flexible groups with other intellectual peers.
- Creating graduated task rubrics and product criteria negotiated jointly by the student and teacher;
- Asking open-ended questions, both in the classroom and on homework assignments, that stimulate critical thinking;

Incorporating a variety of the levels of thinking described in Bloom's taxonomy including the higher levels of analysis, evaluation, and synthesis, into lesson content and student work products. As a result of program differentiation using the strategies just described, the unique learning needs of advanced learners will be met within the regular classroom program.

## LOW ACHIEVING STUDENTS

Stephen W. Hawking Charter School aims to accelerate academic achievement for all students by maintaining an environment fostered by high expectations and rigorous instruction for all students. Understanding the importance of providing a variety of specialized supports that meet the learning needs of every student, Stephen W. Hawking Charter School uses a variety of methods to identify students' strengths and weaknesses, including those of at-risk students. Students may be deemed "at risk" if they are displaying any of the following characteristics: 1) Failure to meet expectations as indicated on standardized test results; 2) initial diagnostic assessments indicate skills in math, reading and/or writing are below grade level; 3) student has poor attendance; 4) student is not responding to academic interventions; and 5) student is displaying behavioral issues. Students identified as "at-risk" are referred to Response to Intervention ("RTI") Tiered Instruction and Intervention model. See "Response to Intervention" section for a description of services.

# SOCIO-ECONOMICALLY DISADVANTAGED

Through a warm and supportive learning environment, Stephen W. Hawking Charter School provides a consistent, cooperative, language-infused learning-centered program for students in a structured learning environment. Our school provides uniforms at no cost to students who are socio-economically disadvantaged, in addition to access to after school tutoring provided by credentialed teachers, and access to the after school program led by the YMCA. Students in the after school program are provided a quiet area where they are expected to complete homework and read before participating in other enrichment activities. South Bay Community

Services provides tutoring and homework support, in addition to hands-on learning and STEAM curriculum in order to extend student learning during before and after school hours.

In addition, Stephen W. Hawking Charter School has developed community partnerships that provide our students with experiences that extend beyond the school campus.

- UrbanCorps of San Diego County provides recycling services for the Charter School and educates our students in preservation and conservation.
- International Bridge Technologies, a civil engineering company, exposes our students to the world of civil engineering while also engaging in projects with our students.
- The Sierra Club Inspiring Connections Outdoors is a community outreach program dedicated to helping urban youth discover the outdoors. They provide adult supervision, equipment, food and transportation for hiking, snorkeling, and camping excursions for Stephen W. Hawking Charter School students, helping them learn how to safely explore nature and allowing them a chance to be kids to climb rocks, splash in a stream, look at bugs, and be master of the mountaintop while developing new skills and a desire to explore and protect open spaces.
- The Art Pratt Foundation provided funds to launch and implement the MusIQ program which funded the purchase of music equipment and software programs for the advanced learning of music.
- Before and After School Computer Lab is open for students who do not have internet access at home.
- Computers with access to the internet are available to parents who do not have internet
  access during the school day.
- Youth To the Core (the fitness and nutrition program brought to us by CCSA) and Good Neighbor Gardens (a program that runs during the day and after school to help educate students about health, nutrition and entrepreneurship).

# FOSTER YOUTH

Currently our charter school does not have any identified enrolled foster youth but recognizes the importance of establishing an infrastructure necessary to identify and track foster youth data, to share with the courts, child welfare, probation, and the San Diego County Office of Education, as necessary to support the educational success of foster youth students. Many of the families enrolling feel that it is a disadvantage to report this information and do not do so. In order to ensure that we know and understand the Charter School's students well, the Charter School will be assisting each family during enrollment with an enrollment packet and interview that will specifically help guide parents when filling out forms as well as help us truly understand each student that enrolls in the Charter School.

The Charter School is committed to disaggregating and tracking foster youth education data, including setting baseline data and specific targets for improvement thereafter. Together with key community partners, we can utilize these data to make strategic investments tailored for students in foster care, particularly around school stability.

Through collaboration with key partners the San Diego County Office of Education and our Authorizing district our charter will participate in comprehensive training for staff; to ensure resources are made available for our foster youth students.

## **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 Education Improvement Act.

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 El Dorado County Charter SELPA.<sup>2</sup> Stephen W. Hawking I, will continue with SouthBay County SELPA for the 2017-18 school year, and is in the process of applying to the El Dorado SELPA effective July 1, 2018; starting with the 2018-19 school year.

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.

Upon acceptance in a SELPA, the Charter School will provide the District evidence of membership. As an LEA member of the SELPA, the Charter School will receive state and federal revenues directly, in accordance with the SELPA's allocation plan.

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 participate in the state's quality assurance process for special education (i.e., verification reviews, coordinated compliance self-reviews, complaints monitoring, procedural safeguards, and the local plan). The Charter School will participate in internal validation review.

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.

#### 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 which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the Charter School.

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<sup>&</sup>lt;sup>2</sup> In the event that the Charter School is not accepted into the El Dorado County Charter SELPA for the 2017-18 school year, it will default to being categorized as a public school of the District for purposes of special education, in accordance with Education Code Section 47641(b). Special education and related services will be provided in accordance with a separately-negotiated memorandum of understanding.

A 504 team will be assembled by the Principal and shall include the parent/guardian, 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, which 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:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials including those tailored to assess specific areas of
  educational need, and not merely those which are designed to provide a single general
  intelligence quotient.
- Tests are selected and administered 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 assessment under the IDEA 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 accommodations, modifications or services 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 at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

#### Services for Students under the IDEA

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

The Charter School 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.

The Charter School Must First Try to Meet Students' Needs Within the General Education Program.

A student cannot qualify to receive special education services until after the school has tried to meet his or her needs within the parameters of the general education program. The school will attempt a series of informal strategies to address struggling students' needs before employing the formal special education process. Two such approaches include Student Study Teams (SSTs) and Response to Intervention (RtI). The SST—a group that usually includes the student's school-site administrator, teacher, and parent-typically discusses the student's progress and identifies in-class strategies for the classroom teacher to try. RtI is an instructional approach designed to identify struggling students and provide interventions explicitly targeted to meet their needs.

The Charter School Will Evaluate Whether Student Has Disability That Requires Special Education Services.

If the Charter School determines that general education programs cannot adequately meet a student's needs, they will refer the student for a professional evaluation to see if he or she qualifies to receive special education. Once the Charter School makes the referral and the parent consents/signs the assessment plan, the evaluation will be conducted within 60 days. The

evaluator assesses whether the student has a disability and whether that disability interferes with the student's education. The Charter School understands that Federal law requires schools to provide special education services to students who meet both of these criteria.

A Student Success Team (SST) will be the process by which students are identified for additional supports and individualized plans are created for each student based on their educational needs. The SST will include additional instructional supports, a timeline for implementation, an action plan summarizing goals and strategies for the student, and means for assessment. All SSTs will be communicated with parents, students, teacher(s) and the School Principal. See Attachment A.

#### DESCRIPTION OF SST:

The SST is a systematic, individual, solution-oriented approach to assist students with factors that are interfering with academic success and social-emotional issues. The SST clarifies problems and concerns, develops strategies and organizes resources, provides a system for school accountability, and serves to assist and counsel the parent, teacher and student. All students can benefit from an SST, including but not limited to those students achieving below or above grade level, English Language Learners, students with special educational needs, and students who have experienced issues that might hinder their academic success at school.

#### IDENTIFICATION

Anyone who has a concern for a student can refer that student for an SST for consideration. Students are referred to SST by teachers, parents, counselors, upon written recommendation by a doctor, administration, social workers and law enforcement representatives. The meeting is designed to bring out the best in the people involved.

#### SST FORM

The SST can be an initial, review or termination meeting. SST meetings are set for six weeks of intervention with follow-ups every 6 weeks until it is deemed that termination of SST is appropriate. Student information, such as student strengths, parental/teacher concerns, assessment and evaluation results and any other information pertinent to service needs and provisions are recorded on the SST. A description of the individualized intervention program, which will meet the needs of the student, including specific strategies that will be used with the student, are documented. The current performance level is documented using assessments and/or other measurable data. Goals are articulated with a method of measurement. At least an 80% mastery rate is required on each objective for the goal to be met. A projected completion timeline for each goal is articulated with an objective, evaluation criteria and projected completion date.

## SST MEETING

Team members introduce themselves and their roles.

- Purpose and process of the meeting are stated
- Strengths are identified
- Concerns are discussed, clarified and listed
- Pertinent information and modifications are listed
- Concerns are synthesized with one or two chosen for focus
- Strategies to deal with are chosen; concerns are brainstormed
- Goals are developed

- Team chooses best strategies to create an RTI action plan
- Individuals make commitments to actions outlined in action plan to help students achieve goals
- Person/s responsible and timelines for actions are recorded
- Follow-up date is set

As part of the requirements of the El Dorado SELPA membership, members of the Leadership Team at Stephen W. Hawking I will attend all required workshops, meetings; and ongoing virtual and onsite discussions on legal requirements and compliance as it pertains to IDEA. Therefore, the Principal, Special Education Director will attend extensive professional Development as it pertains to Special Education.

## Student IEPs Define Their Special Education Services.

Once an evaluator recommends that special education services would be appropriate, a team of stakeholders come together to prepare an IEP—an individualized written statement defining the services the Charter School will provide for the student. Federal and state laws outline the IEP process, including setting timelines for completing and reviewing the plan (at least annually, but more frequently if student needs change); specifying what the plan should include (present levels, goals, measures of progress, services to be provided, inclusion in the general education setting); and designating required IEP team participants. The IEP team will minimally include the student's parents, a school administrator, a special education teacher or service provider, the student's general education teacher, and the evaluator who determined the student's eligibility for services. The IEP becomes a legal document requiring the Charter School to provide the services described for the student.

The Charter School Will Receive Professional Development in Special Education.

Due to the complexity of special education regulations and laws, the Charter School will participate in professional development in order to ensure compliance to IDEA.

## 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 IDEA. 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

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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 polices relating to all special education issues and referrals.

# Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School 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 IDEA, 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 Individualized Education Program ("IEP") meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Principal and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; the student's parent/guardian; 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 IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

## **IEP** Development

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and 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 at least as frequently as report cards are provided for the Charter School's non-special education students. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

## Interim and Initial Placements of New Charter School Students

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

## "A Typical Day"

As the school day begins at Stephen W. Hawking Charter School, students enter the school grounds down the halls, where they are each warmly greeted by name. Approximately 50 students head straight to the cafeteria for breakfast, to receive a healthy meal, prepared by Revolution Foods. All meals served are organic, no-trans fats, and Non-GMO. The morning routine starts at 8:20am with a school-wide greeting, a student-led U.S. Pledge of Allegiance, an interactive review of the monthly character trait—Healthy (mind body and spirit), Being our Best (Growth Mindset), Being Open Minded (Thinking Outside of the Box), Being Terrific (Trustworthy, Respectable, Responsible, Fair and Cooperative) and the Hbots pledge:

I pledge allegiance to myself,
To be the best that I can be,
I treat myself,
My family, teachers and friends,
With kindness, respect and integrity.
With passion and grit
And creativity,
My life is a choice,
Success is up to me.

Teachers meet their students and lead them in lines straight to their classroom, with the school song playing in the background.

Every classroom begins the day with a classroom meeting where students are encouraged to "empty the cup," a practice where students express what's on their mind before learning occurs, in order to clear their minds and be able to focus. Once in the classroom, the teacher discusses the day's objective, and expectations. The message is clear: 'We are here to learn.' Classroom set-up varies by classroom and activity, as teachers re-arrange desks, tables and chairs, a Kagan Cooperative Learning strategy used to increase student engagement. Teachers begin their lessons using academic language, accessing student prior knowledge, using sentence frames, and words of encouragement. Students participate in turn and talk strategies, small group instruction and discussion, and think-pair-share activities, engaged in academic discourse. Our

teachers are cognizant that every moment and interaction with students is a teachable moment. The following provides a snapshot of a typical day for a student at Stephen W. Hawking STEAM Charter School by grade level:

- Transitional Kindergarten students are deeply engaged in their cooperative groups as they assemble the weather mobiles they created. The mobiles feature several cards with a student-created drawing about a weather event on one side and a student-written sentence about it on the other. It's exciting to see them engaged in a tricky fine-motor task of twisting pipe cleaners to connect the cards. Teachers exclaim, "kiss your brain" as a celebration and "stretch your brain" as a motivator while they successfully work to complete the task. Students who complete the tasks before others then move to a STEAM center in the classroom or help their peers in class.
- Kindergarten: Students seated in a circle on the carpet, sharing their "pits" and "peaks," an activity where students discuss the previous days' highs and lows and what things they will work on today. Students then take turns celebrating each other's' accomplishments from the day before and the class responds with a "kiss to the brain" or and "ooh la la." Afterwards, students practice the days of the week, months of the year, colors, the alphabet and numbers using dance and songs. The rest of the day consists of Literacy instruction in a 75-90 minute block in centers and Guided Reading. During math block that consists of minutes, teachers integrate Cognitive Guided Instruction alongside centers, through Guided Math and students using apps with their iPad.
- 1st grade: Teachers and students review the daily agenda and discuss the standards as they relate to STEAM. During center time, students are fully engaged in self-directed meaningful activities that include: reading books; using RAZkids (Learning A to Z); Starfall on iPads; practicing math concepts using ZEARN Math on iPads; sequencing numbers with a partner on the rug; or gathered at the easel using ten frames and Eureka-based manipulatives to practice their nine facts; studying words using a sight word game, a phonics game, alphabetizing words (to the third letter!), "engineering" sight words using connector blocks; using observation skills as they carefully study and then draw, color, and label the classroom aquarium. With students focused their own learning; the teacher provides targeted instruction to a small group of students at a kidney table.
- 2<sup>nd</sup> grade: Preparations for the upcoming student-led conferences are underway in second grade. Students and teacher begin the day sitting in a circle on the rug holding a class meeting, allowing each student to reflect and orally rehearse what they will later write as they go around the circle, sharing a social-emotional strength, an academic strength, and then something they intend to work on at school. All students are expected and required to participate and use complete sentences, while the teacher provides prompts and scaffolds as needed. Students then return to their seats to write their reflections to the same prompts. The teacher and instructional assistant circulate throughout the classroom to observe, encourage and support students.

- 3rd grade: After practicing cursive for a few minutes, the third graders promptly switch gears to review last night's homework as a classroom activity. The teacher uses and models academic language in her explanations. Then the class sings a song as they transition to the next activity, a quick review of math facts via the Flocabulary Challenge Rap video, which flashes facts across the screen and students call out responses. If a student hesitates, the teacher pauses the song and has the student rehearse the fact with a partner and then asks them to share the commutative property for that fact before resuming the video. Transitions are seamless as students move on to solving extended fact problems (90 x 8, 6 x 60, etc.), first on their personal whiteboards, and then reviewed as needed by the teacher. They break out in a song for multiplying facts at times and then continue. Another transition song and they are engaged in a discussion as they decompose and multiply numbers. Intellectually engaged, the teacher prompts students to think more deeply by saying, "Turn to your partner." "Share your thinking with the group." "Why do we do that?" "Please clarify." Most importantly, the teacher asks, "are there any other methods by which this problem can be solved?" This process encourages students to think critically and illustrate multiple ways to solve problems.
- 4th grade: In fourth grade, we see the "6-a-Day Language Review." The teacher discusses the correct response and then transitions to a discussion on each section and why it makes sense. Students segment words, studying the etymology of each part prefix, base/root, and suffix making connections to similar words. Maintaining a brisk pace, they transition to the math lesson, starting with a review of homework, including a song about area and perimeter, and use of the academic vocabulary "prime" and "composite." When a student struggles, rather then telling the student what to do, the teacher prompts the child with, "Explain what you've done and what are you trying to solve?"
- 5th grade: In the fifth grade classroom, students are collaborating in groups solving and presenting a real world math problem using SOLVE. Students study the problem and then decide on a plan of attack. They analyze the information and decipher what is important and what is not. They deliberate among themselves and decide on what operation(s) to use and what strategies to use. They write their solutions using sentences to explain their steps and solution. After a few minutes, the teacher calls the groups back together; and group-by-group they share their problem, their thinking, and their solutions.
- 6th grade: In their collaborative teams, sixth graders are in the midst of a KnowAtom science investigation about the change in density of salt water in a closed system compared to an open system. In groups, students engage in discussions about how to collect the data, what measurements need to be taken, what tools to use, and then record the gathered data. A student hypothesizes that the closed system will stay the same and the open system will have less density and another student counters with the opposite. They plan to collect data daily for a few days, which should either confirm or disprove the hypothesis.

In the PE area, a classroom teacher and the PE technician are in the midst of the daily 30-minute lesson. Students begin with student-led stretches, running laps and then engage in a structured PE lesson.

In the music classroom students are engaged in focused partner talk and displays of academic vocabulary (definitions and visuals included) pertaining to musical instrument families, are vividly displayed on the walls. Students may be engaged reading musical notes, a fingering chart for the recorder, and information about this month's composer – all referenced by the instructor throughout the lesson. Students are enrolled in musical theatre or dance where they learn to be confident and focus on learning how to perform. Our school hosts 3 student performances a year.

The Special Education Resource Teacher can be found working with special education students sitting at a table in the halls or in the classroom, while the instructional assistant provides push-in support for specific students in the classroom. The school psychologist is also works with students as part of the assessment process or may be following up based on the students Individualized Education Plan (IEP).

Around 10am, students head for their recess break. They can be found at the craft and game table, some are designing and testing paper airplanes at another table, and others are enjoying a snack. Students excitedly talk about classroom projects, the upcoming Dance-a-thon and Expo.

During lunch all students are provided with a healthy meal prepared by Revolution Foods. Afterwards the students identified as Stewards of the Land, separate leftovers as trash, recyclables, or compost. SOL Workers also maintain the student created garden beds by watering, seeding and weeding the areas during recess time.

As one observes the activities taking place in classrooms, collaborative nature of our staff is visible. There is continuity and alignment among grade levels. Evidence of interdisciplinary student projects are displayed on counters, shelving, and wall spaces. All classrooms feature:

- STEAM objectives written on the board that articulate what students will learn and be able to do in science, technology, engineering, the arts, and math
- Projects that integrate all STEAM areas aligned by Next Generation Science Standards (NGSS)
- Anchor charts in various grade level, subject, and skill- or procedure-specific charts
  posted and referenced by teachers and students throughout the day
- Academic vocabulary displayed throughout the classrooms and include definitions and visuals
- Word walls spelling, high-frequency words posted for student reference
- Kidney table utilized in small group differentiated instruction
- Laptop/iiPad cart for student technology devices that are used daily
- Student gathering/meeting area/rug used for lessons, class meetings, community building, read alouds
- Achieve 3000 and Smarty Ants progress charts aligning to CCSS
- Use of Essential questions outlining Project Based Learning Projects are posted.

- Clip chart / table points/ class dojo used by teacher as positive reinforcement of expected behaviors
- "PERFECT ATTENDANCE" each class receives a letter for each day that each student is present and on time to reinforce school-wide emphasis on the importance of attending school.
- Emergency backpacks and binders equipped with emergency procedures, snacks, rosters and contact information.
- Afterschool some students participate in HYPE, an after school program committed to
  fighting childhood obesity through team building activities; in after-school tutoring;
  homework support clubs; or Gadgets and Gizmos (an Engineering club) and World
  Dance.

Dismissal – another day of learning has come to a close at Stephen W. Hawking Charter School. Approximately, 100 students attend the various Afterschool activities provided onsite, while other head home. Our designated supervision staff direct traffic and ensure students are safe at all times. Our ASB students sell healthy snacks after school and remind parents of important dates of upcoming events. Approximately, 15 minutes after the school day ends, our teachers may be meeting in PLC's or attending Physical Fitness High Intensity Interval Training (HIIT) with the team-building and fitness trainer.

### GOALS & ACTIONS TO ACHIEVE THE EIGHT STATE PRIORITIES

# STEPHEN W. HAWKING CHARTER SCHOOL CHARTER ELEMENT 1 – EDUCATIONAL PROGRAM GOALS AND ACTIONS TO ACHIEVE THE STATE PRIORITIES

Pursuant to Education Code Section 47605(b)(5)(A)(ii), following is a table describing the Charter School's annual goals to be achieved in the state priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals.

## **Local Control Accountability Plan**

The Charter School will produce a Local Control Accountability Plan ("LCAP") using the LCAP template adopted by the State Board of Education ("SBE"). Pursuant to Education Code Section 47606.5, on or before July 1, 2015, and each year thereafter, the Charter School shall update the LCAP, including the goals and annual actions identified below. The Charter School shall submit the LCAP to its authorizer and the San Diego County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

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

Because each state priority has multiple parts, in order to align with the goals and annual actions to these multiple parts of each state priority, the Charter School has separated out the state priorities into "subpriorities."

NOTE: Stephen W. Hawking Charter School is expanding annually by one grade level and will serve grades TK-12 by the 2023-24 school year (which extends beyond the term of this charter petition renewal). Therefore, some subpriorities listed do not yet apply to the Charter School during the term of the charter petition and are labeled as "not applicable," for that reason. They will be addressed in the annual LCAP and the next charter renewal petition, as they become relevant.

# STATE PRIORITY #1—BASIC SERVICES

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))

	SUBPRIORITY A – TEACHERS	
GOAL TO ACHIEVE SUBPRIORITY	100% of core teachers will hold a valid California Teaching Credential with appropriate English Learner authorization as defined by the California Commission on Teacher Credentialing, and will be appropriately credentialed and assigned.	
ACTIONS TO ACHIEVE GOAL	All core teacher candidates are screened for employment and will hold valid California Teaching Credential with appropriate English Learner authorization.	
SUBPRIORITY B – INSTRUCTIONAL MATERIALS		
GOAL TO ACHIEVE SUBPRIORITY	100% of students will have access to standards-aligned materials and additional instructional materials as outlined in our charter petition.	
ACTIONS TO ACHIEVE GOAL	All instructional materials purchased will be aligned to Common Core State Standards, Next Generation Science Standards, other applicable state content standards, and the charter petition.	
	SUBPRIORITY C – FACILITIES	
GOAL TO ACHIEVE SUBPRIORITY	100% of students will receive instruction in facilities that are safe, secure, clean and well maintained.	
ACTIONS TO ACHIEVE GOAL	<ol> <li>Daily cleaning by janitorial staff to maintain cleanliness.</li> <li>Annual facility inspections (FIT Report) to screen for safety standards.</li> </ol>	
STATE PRIORITY #	2—IMPLEMENTATION OF COMMON CORE STATE STANDARDS	
Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency		
	SUBPRIORITY A – CCSS IMPLEMENTATION	
GOAL TO ACHIEVE SUBPRIORITY	All students will be instructed by teachers who participate in schoolwide Professional Development that focuses on the integration of Common Core State Standards.	
ACTIONS TO ACHIEVE GOAL	<ol> <li>Develop annual Professional Development Plan.</li> <li>Set annual goals for ongoing CCSS Professional Development</li> </ol>	

	<ul><li>3. Provide professional development for CCSS aligned curriculum &amp; instructional materials.</li><li>4. Monitor implementation through observations and grade level meeting discussions.</li></ul>	
SUBPRIOR	RITY B – EL STUDENTS & ACADEMIC CONTENT KNOWLEDGE	
GOAL TO ACHIEVE SUBPRIORITY	EL students will be supported in order to achieve academic content knowledge through the implementation of the CCSS.	
ACTIONS TO	<ul> <li>Develop annual Professional Development Plan.</li> <li>Set annual goals for ongoing CCSS Professional Development</li> <li>Provide professional development for CCSS aligned curriculum</li> </ul>	
ACHIEVE GOAL	& instructional materials.     Monitor implementation through observations and grade level meeting discussions.	
SUBPRIORITY C – EL STUDENTS & ENGLISH LANGUAGE PROFICIENCY		
GOAL TO ACHIEVE SUBPRIORITY	EL students will gain English language proficiency through the implementation of the English Language Development ("ELD") curriculum, and EL specific instructional strategies for CCSS implementation	
ACTIONS TO ACHIEVE GOAL	<ul> <li>Specially Designed Academic Instruction in English ("SDAIE"),         Guided Language Acquisition Design ("GLAD") &amp; Kagan         instructional strategies will be incorporated in daily instruction.</li> <li>The progress of EL mastery of CCSS will be monitored through         ELA assessments in reading, language, oral and written         language.</li> <li>EL students will receive designated and integrated ELD.</li> </ul>	
STATE PRIORITY #	3— PARENTAL INVOLVEMENT	
Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation		
SUBPRIOR	ITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT	
GOAL TO ACHIEVE SUBPRIORITY	Provide parents with numerous opportunities to be involved.	
ACTIONS TO ACHIEVE GOAL	<ul> <li>Host parent/student orientation annually</li> <li>Host Coffee with the Principal each trimester.</li> <li>Host English Language Advisory Council ("ELAC") meetings.</li> </ul>	
St	UBPRIORITY B – PROMOTING PARENT PARTICIPATION	
GOAL TO ACHIEVE SUBPRIORITY	Participation in School Site Council.	

ACTIONS TO ACHIEVE GOAL	Charter School administration will work to recruit parents to the School Site Council via school newsletters; correspondence sent home and monthly parent meetings with the Principal.
SUBPRIORITY C - PARENT SURVEYS	
GOAL TO ACHIEVE SUBPRIORITY	Solicit parent feedback via annual satisfaction surveys.
ACTIONS TO ACHIEVE GOAL	Annually, the Charter School will administer a student, staff and parent surveys on school effectiveness. Results of the parent survey will be presented to the Governing Board annually.

# STATE PRIORITY #4—STUDENT ACHIEVEMENT

Pupil achievement, as measured by all of the following, as applicable:

- A. California Assessment of Student Performance and Progress statewide assessment
- 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 California English Language Development Test ("CELDT") and/or English Language Proficiency Assessment for California ("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

#### SUBPRIORITY A - CAASPP: ELA/LITERACY AND MATHEMATICS GOAL TO Increase the percentage of students scoring Proficient (Standard Met) ACHIEVE on the CAASPP in ELA and Math by 2% annually both schoolwide and SUBPRIORITY by numerically significant subgroup. The Charter School will purchase CCSS-aligned instructional materials. The Charter School will implement CCSS-aligned benchmark ACTIONS TO ACHIEVE GOAL Teachers will receive Professional Development on the CCSS to ensure classroom instruction meets the rigors of the CCSS. Provide academic intervention and supports through the SST process as described in this petition. SUBPRIORITY B - API The API is currently suspended. The Charter School will set goals to GOAL TO achieve appropriate results on any future accountability metric set by ACHIEVE the State Board of Education and California Department of Education **SUBPRIORITY** ("CDE").

ACTIONS TO ACHIEVE GOAL	The Charter School will use the appropriate method of measurement developed by the SBE and CDE.
SUBPRIORITY C – COLLEGE & CAREER READY	
GOAL TO ACHIEVE SUBPRIORITY	<ul> <li>Students will be on track to be college and career ready by meeting UC "A-G" course requirements.</li> <li>Students in grades 10-11 will take the PSAT.</li> <li>Note: The Charter School will only be serving grades TK-10 by the end of the term of this charter petition.</li> </ul>
ACTIONS TO ACHIEVE GOAL	<ul> <li>Provide UC "A-G" courses and support structures to ensure all students are prepared to meet UC "A-G" requirements.</li> <li>Provide all high school students with a College &amp; Career Counselor for College and Financial Aid Planning.</li> </ul>
	SUBPRIORITY D - EL PROFICIENCY RATES
GOAL TO ACHIEVE SUBPRIORITY	EL students will advance at least one performance level on the CELDT/ELPAC annually.
ACTIONS TO ACHIEVE GOAL	EL students will receive in-class instructional support (designated and integrated ELD), which includes 1-on-1 teacher supports; small group instruction; use of SDAIE, GLAD, & Kagan instructional strategies.
	SUBPRIORITY E – EL RECLASSIFICATION RATES
GOAL TO ACHIEVE SUBPRIORITY	EL students will be assessed annually for reclassification using the Charter School's reclassification criteria.
ACTIONS TO ACHIEVE GOAL	EL students will receive in-class instructional support, which includes 1-on-1 teacher supports; small group instruction; use of SDAIE and ELD instructional strategies.
	SUBPRIORITY F – AP EXAM PASSAGE RATE
GOAL TO ACHIEVE SUBPRIORITY	NOT APPLICABLE DURING THE RENEWAL TERM
ACTIONS TO ACHIEVE GOAL	NOT APPLICABLE DURING THE RENEWAL TERM
SUBPRIORITY G – COLLEGE PREPAREDNESS/EAP	
GOAL TO ACHIEVE SUBPRIORITY	NOT APPLICABLE DURING THE RENEWAL TERM
ACTIONS TO ACHIEVE GOAL	NOT APPLICABLE DURING THE RENEWAL TERM
STATE PRIORITY #5—STUDENT ENGAGEMENT	

Dubil an marmont as	a magazined by all of the following as abblicable	
1 00	Pupil engagement, as measured by all of the following, as applicable:  A. School attendance rates	
A. School altendance 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		
SUBPRIORITY A – STUDENT ATTENDANCE RATES		
GOAL TO ACHIEVE SUBPRIORITY	The Charter School will increase ADA annually.	
ACTIONS TO ACHIEVE GOAL	The Charter School will provide a safe, nurturing and engaging learning environment for all its students and families, including all subgroups enrolled; parents/families will be engaged throughout the year. Students who do not meet attendance standards will be entered in the SARB process.	
SUBPRIORITY B – STUDENT ABSENTEEISM RATES		
GOAL TO ACHIEVE SUBPRIORITY	The Charter School will maintain chronic absenteeism rates <5%.	
ACTIONS TO ACHIEVE GOAL	Students and parents will be informed of the Charter School's attendance policy as outlined in the Parent/student handbook disseminated at the beginning of each school year. Students who do not meet attendance standards will be entered in the SARB process.	
SUBPRIORITY C – MIDDLE SCHOOL DROPOUT RATES		
GOAL TO ACHIEVE SUBPRIORITY	The Charter School will maintain a dropout rate of less than 5%; dropouts are defined as students staying in California but not returning to a California public school.	
ACTIONS TO ACHIEVE GOAL	Regular and ongoing meetings with the school counselor and/or administration; SARB process.	
	SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES	
GOAL TO ACHIEVE SUBPRIORITY	NOT APPLICABLE DURING THE RENEWAL TERM	
ACTIONS TO ACHIEVE GOAL	NOT APPLICABLE DURING THE RENEWAL TERM	
SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES		
GOAL TO ACHIEVE SUBPRIORITY	NOT APPLICABLE DURING THE RENEWAL TERM	

ACTIONS TO ACHIEVE GOAL	NOT APPPLICABLE DURING THE RENEWAL TERM	
STATE PRIORITY #	6—SCHOOL CLIMATE	
School climate, as measured by all of the following, as applicable:  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		
	SUBPRIORITY A – PUPIL SUSPENSION RATES	
GOAL TO ACHIEVE SUBPRIORITY	The Charter School will maintain suspension rates below 5%.	
ACTIONS TO ACHIEVE GOAL	<ol> <li>Continue to implement "HBOT Monthly Character Traits."</li> <li>Continue to provide ASB Student Government to provide students with a voice, input and feedback.</li> <li>Continue to host the annual 6th Grade Camp to prepare students for middle school.</li> <li>Host award assemblies each trimester.</li> <li>The Charter School will assess Suspension &amp; Expulsion policies annually.</li> </ol>	
	SUBPRIORITY B – PUPIL EXPULSION RATES	
GOAL TO ACHIEVE SUBPRIORITY	The Charter School will maintain expulsion rates below 1%.	
ACTIONS TO ACHIEVE GOAL	<ol> <li>Continue to implement "HBOT Monthly Character Traits."</li> <li>Continue to provide ASB Student Government to provide students with a voice, input and feedback.</li> <li>Continue to host annual 6th Grade Camp to prepare students for middle school.</li> <li>Host award assemblies each trimester.</li> <li>The Charter School will assess Suspension &amp; Expulsion policies annually.</li> </ol>	
SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS)		
GOAL TO ACHIEVE SUBPRIORITY	Students, families and the school community will feel a sense of safety and connectedness.	
ACTIONS TO ACHIEVE GOAL	The Charter School will administer annual student surveys.	
STATE PRIORITY #7— COURSE ACCESS		

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.  "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))			
GOAL TO ACHIEVE SUBPRIORITY	Students, including all student subgroups (Hispanic, Socioeconomically Disadvantaged, English Learners) will have access to a broad course of study and an academic and educational program as outlined in the Charter School's charter.		
ACTIONS TO ACHIEVE GOAL	The Charter School will design its master schedule to meet the needs of its students using prior student academic performance. Master schedule will focus on Common Core State Standards, and interventions, as necessary.		
STATE PRIORITY #	8—OTHER STUDENT OUTCOMES		
Pupil outcomes, if ava	Pupil outcomes, if available, in the subject areas described above in #7, as applicable.		
SUBPRIORITY A – ENGLISH			
GOAL TO ACHIEVE SUBPRIORITY	60% of students including subgroups will achieve annual growth as measured by the Northwest Education Association ("NWEA") Measures of Academic Progress ("MAP") benchmark assessment.		
ACTIONS TO ACHIEVE GOAL	All students will participate in NWEA MAP ELA assessments.		
SUBPRIORITY B – MATHEMATICS			
GOAL TO ACHIEVE SUBPRIORITY	60% of students including subgroups will achieve annual growth as measured by NWEA MAP Benchmark assessment.		
ACTIONS TO ACHIEVE GOAL	All students will participate in NWEA MAP Math assessments.		

### **ELEMENT 2: MEASURABLE PUPIL OUTCOMES**

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

#### MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

Accomplishments for each of the goals and outcomes in the table below directly support our mission to provide every Stephen W. Hawking Charter School student with an equitable, nurturing, and effective learning environment that promotes the development of 21st century skills: critical thinking, effective communication, presentation and creativity and collaboration, with a multicultural perspective and core values essential for academic and lifetime success.

# CHARTER ELEMENT 2: MEASURABLE PUPIL OUTCOMES CHARTER SCHOOL OUTCOMES THAT ALIGN WITH THE STATE PRIORITIES

Pursuant to Education Code Section 47605(b)(5)(B), following is a table describing the Charter School's outcomes that align with the state priorities and with the Charter School's goals and actions to achieve the state priorities, as identified in Element 1 of the charter.

The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed below, shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

## STATE PRIORITY #1—BASIC SERVICES

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))

SUBPRIORITY A – TEACHERS	
MEASURABLE OUTCOME	100% of core teachers will hold a valid California Teaching Credential with appropriate English Learner authorization as defined by the California Commission on Teaching Credentialing, and will be appropriately credentialed and assigned.
METHODS OF MEASUREMENT	Initial and annual verification of core teacher credential as reported by the California Commission on Teacher Credentialing; California Longitudinal Pupil Achievement Data System ("CALPADS") reporting; and School Accountability Report Card ("SARC").
SUBPRIORITY B – INSTRUCTIONAL MATERIALS	

MEASURABLE OUTCOME	100% of students will have access to Common Core State Standards aligned materials and additional instructional materials as outlined in our charter petition.	
METHODS OF MEASUREMENT	The Principal will review all instructional materials before purchase; Charter School maintained list of textbooks and supplemental materials.	
	SUBPRIORITY C – FACILITIES	
MEASURABLE OUTCOME	<ol> <li>Annually, the Charter School will administer the Facility Inspection ("FIT") report and score will result in "compliance/good standing."</li> <li>100% of identified Required Corrections will be corrected within three months.</li> <li>Daily cleanliness spot checks will be performed.</li> </ol>	
METHODS OF MEASUREMENT	<ul> <li>Annual Facility Inspection Reports (FIT).</li> <li>School Accountability Report Card (SARC).</li> </ul>	
STATE PRIORITY #5	2—IMPLEMENTATION OF COMMON CORE STATE STANDARDS	
Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency		
	SUBPRIORITY A – CCSS IMPLEMENTATION	
MEASURABLE OUTCOME	Annually, 100% of teachers will participate in ongoing CCSS Professional Development; and 100% of teachers will follow through with CCSS implementation in their classroom.	
METHODS OF MEASUREMENT	<ul> <li>Professional Development Agendas</li> <li>Professional Development Plan</li> <li>Grade Level meeting notes</li> <li>Classroom observation data</li> <li>Common Core aligned instructional materials</li> </ul>	
SUBPRIORITY B – EL STUDENTS & ACADEMIC CONTENT KNOWLEDGE		
MEASURABLE OUTCOME	Annually, 100% of EL students will gain academic content knowledge through the implementation of the CCSS.	
METHODS OF MEASUREMENT	<ul> <li>EL Student Performance in CAASPP ELA/Math</li> <li>CELDT/ELPAC Assessment</li> <li>NWEA MAP ELA/Math Benchmark Assessments</li> <li>Formative &amp; Summative Common Core aligned Assessments</li> </ul>	
SUBPRIOR	SUBPRIORITY C – EL STUDENTS & ENGLISH LANGUAGE PROFICIENCY	
MEASURABLE OUTCOME	EL students will progress at least 1 performance level annually on the CELDT/ELPAC.	
METHODS OF MEASUREMENT	<ul> <li>CELDT/ELPAC Assessment</li> <li>EL subgroup performance on CAASPP (Grades 3-8)</li> <li>Formative &amp; Summative Assessments</li> </ul>	
STATE PRIORITY #3—PARENTAL INVOLVEMENT		

Parental involvement, the school will promot	, including efforts to seek parent input for making decisions for schools, and how te parent participation	
Subprior	ITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT	
MEASURABLE OUTCOME	Provide parents with numerous opportunities to be involved.	
METHODS OF MEASUREMENT	<ul> <li>Sign-in sheets</li> <li>Parent/student handbook</li> <li>Coffee with the Principal (trimester)</li> </ul>	
St	SUBPRIORITY B – PROMOTING PARENT PARTICIPATION	
MEASURABLE OUTCOME	Parent involvement in School Site Council ("SSC") and/or English Language Acquisition Committee.	
METHODS OF MEASUREMENT	<ul> <li>Meeting Agenda &amp; Minutes committee (ELAC/SSC) meetings</li> <li>Sign-in sheets</li> </ul>	
SUBPRIORITY C – PARENT SURVEYS		
MEASURABLE OUTCOME	Ensure that at least 25% of families will complete annual parent/family surveys.	
METHODS OF MEASUREMENT	Results from Parent Surveys will be shared with all stakeholders at the beginning of the school year	
STATE PRIORITY #4—STUDENT ACHIEVEMENT		
Pupil achievement, as	measured by all of the following, as applicable:	
A. California Assessment of Student Performance and Progress (CAASPP) statewide assessment		
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 California English Language Development Test (CELDT) and/or English Language Proficiency Assessment for California (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		
SUBPRIORITY A – CAASPP: ELA/LITERACY AND MATHEMATICS		
MEASURABLE OUTCOME	2016 CAASPP ELA & Math assessment results will serve to establish a baseline for growth targets. Increase the percentage of students scoring Proficient (Standard Met) on the CAASPP in ELA/Math by 2% annually both schoolwide and by numerically significant subgroup.	
METHODS OF MEASUREMENT	CAASPP Results	

	SUBPRIORITY B – API		
MEASURABLE OUTCOME	The API is currently suspended. The Charter School will identify measurable outcomes to achieve appropriate results on any future accountability metric set by the State Board of Education and California Department of Education.		
METHODS OF MEASUREMENT	The Charter School will use the appropriate method of measurement developed by the SBE and CDE.		
	SUBPRIORITY C – COLLEGE & CAREER READY		
MEASURABLE OUTCOME	<ol> <li>Ensure high school students are on track to be college and career ready by meeting UC A-G course requirements.</li> <li>Ensure students across all grade levels are at grade level to ensure college and career readiness for all students.</li> <li>Students in grades 10-11 will take the PSAT.</li> <li>EAP results from Grade 11 CAASPP. Spring 2021 EAP Results will serve as a baseline.</li> </ol>		
METHODS OF MEASUREMENT	<ul> <li>Ensure high school courses are UC A-G approved.</li> <li>PSAT Participation rate</li> <li>EAP Results from Grade 11 CAASPP ELA/Math Assessment. (post term of the charter petition)</li> </ul>		
	SUBPRIORITY D - EL PROFICIENCY RATES		
MEASURABLE OUTCOME	EL students will progress at least one performance level annually using the CELDT/ELPAC.		
METHODS OF MEASUREMENT	<ul> <li>EL Subgroup performance on CAASPP</li> <li>CELDT/ELPAC Results</li> </ul>		
	SUBPRIORITY E – EL RECLASSIFICATION RATES		
MEASURABLE OUTCOME	Increase EL reclassification rates annually and ensure academic performance at grade level.		
METHODS OF MEASUREMENT	<ul> <li>Analysis of CELDT results</li> <li>CAASPP Assessments</li> <li>NWEA MAP Results</li> </ul>		
	SUBPRIORITY F – AP EXAM PASSAGE RATE		
MEASURABLE OUTCOME	NOT APPLICABLE DURING THE RENEWAL TERM		
METHODS OF MEASUREMENT	NOT APPLICABLE DURING THE RENEWAL TERM		
	SUBPRIORITY G - COLLEGE PREPAREDNESS/EAP		
MEASURABLE OUTCOME	NOT APPLICABLE DURING THE RENEWAL TERM		

METHODS OF MEASUREMENT	NOT APPLICABLE DURING THE RENEWAL TERM	
STATE PRIORITY #	5—STUDENT ENGAGEMENT	
Pupil engagement, as measured by all of the following, as applicable:		
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 g	raduation rates	
	SUBPRIORITY A – STUDENT ATTENDANCE RATES	
MEASURABLE OUTCOME	The Charter School will increase ADA annually.	
METHODS OF	Daily Attendance Records	
MEASUREMENT	ADA reports	
	SUBPRIORITY B – STUDENT ABSENTEEISM RATES	
MEASURABLE OUTCOME	The Charter School will continue to decrease student absenteeism rates.	
METHODS OF	Attendance Records	
MEASUREMENT	SART Records	
S	SUBPRIORITY C - MIDDLE SCHOOL DROPOUT RATES	
MEASURABLE OUTCOME	Ensure middle school dropout rates <5%.	
METHODS OF MEASUREMENT	Offer academically engaging learning environments for all students including subgroups.	
	SUBPRIORITY D - HIGH SCHOOL DROPOUT RATES	
MEASURABLE OUTCOME	NOT APPLICABLE DURING THE RENEWAL TERM	
METHODS OF MEASUREMENT	NOT APPLICABLE DURING THE RENEWAL TERM	
SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES		
MEASURABLE OUTCOME	NOT APPLICABLE DURING THE RENEWAL TERM	
METHODS OF MEASUREMENT	NOT APPPLICABLE DURING THE RENEWAL TERM	
STATE PRIORITY #6— SCHOOL CLIMATE		
School climate, as measured by all of the following, as applicable:  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					
	SUBPRIORITY A – PUPIL SUSPENSION RATES				
MEASURABLE OUTCOME	The Charter School will maintain suspension rates below 5%.				
METHODS OF MEASUREMENT	<ul><li>CALPADS Reporting</li><li>SARC Report</li></ul>				
	SUBPRIORITY B – PUPIL EXPULSION RATES				
MEASURABLE OUTCOME	The Charter School will maintain expulsion rates below 1%.				
METHODS OF MEASUREMENT	<ul><li>CALPADS Reporting</li><li>SARC Report</li></ul>				
SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS)					
MEASURABLE OUTCOME	Of the students surveyed, at least 75% will result in student satisfaction.				
METHODS OF MEASUREMENT	Student annual surveys				
STATE PRIORITY #	STATE PRIORITY #7— COURSE ACCESS				
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.					
"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))					
MEASURABLE OUTCOME	100% of students including all subgroups (Hispanic, Socioeconomically Disadvantaged, English Learners) will have access to the academic and educational program as outlined in the Charter School's charter.				
METHODS OF MEASUREMENT	Master Schedule				
STATE PRIORITY #8—OTHER STUDENT OUTCOMES					
Pupil outcomes, if available, in the subject areas described above in #7, as applicable.					
SUBPRIORITY A – ENGLISH					
MEASURABLE OUTCOME	60% of students including subgroups will achieve annual growth as measured by NWEA MAP benchmark assessment.				

METHODS OF MEASUREMENT	NWEA MAP ELA Benchmark assessments: 3 times/year			
SUBPRIORITY B – MATHEMATICS				
MEASURABLE OUTCOME	60% of students including subgroups will achieve annual growth as measured by NWEA MAP benchmark assessment.			
METHODS OF MEASUREMENT	NWEA MAP Math Benchmark assessments: 3 times/year			

# **ELEMENT 3: METHODS OF MEASURING PUPIL PROGRESS**

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. Education Code Section 47605(b)(5)(C).

The Charter School affirms that, 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.

#### STUDENT INFORMATION SYSTEM

Stephen W. Hawking Charter School uses Infinite Campus as its Student Information System, as requested by Sweetwater Union High School District.

# MANDATED STATE ASSESSMENTS

Stephen W. Hawking Charter School agrees to comply with and adhere to state requirements for participation and administration of all state-mandated tests, including computer-based assessments. The Charter School shall submit and maintain up-to-date and accurate California Longitudinal Pupil Achievement Data System data. The Charter School hereby grants authority to the State of California to provide a copy of all test results directly to the District as well as Charter School.

School-wide and student subgroup progress is objectively measured by state-mandated annual assessments within the California Assessment of Student Performance and Progress administered to our students in grades 3-8, and 11 in ELA/Math, CAASPP California Alternate Assessment, the California Science Test (CAST) in (Grade 5, 8, high school), the Physical Fitness Test ("PFT") grades 5, 7, and 9, and the CELDT/ ELPAC.

# NWEA MEASURES OF ACADEMIC PROGRESS

Stephen W. Hawking Charter School will administer the Northwest Evaluation Association Measures of Academic Progress (MAP) for all grade levels, starting with Fall 2017.

MAP creates a personalized assessment experience by adapting to each student's learning level and precisely measuring student progress and growth for each individual. MAP assessments are computer adaptive interim assessments in Reading, language and mathematics that will be administered three times per year. MAP results provide powerful student growth data that informs instruction using valid, reliable and real-time data. It measures the growth of every student over time regardless of on, above, or below grade level performance and even if standards change. MAP data identifies concepts students are ready to learn, and group students for instruction. MAP also provides Skills Navigator that provides focused information teachers need to guide daily classroom instruction, and instructional resources that help each student master the specific skills they need to be successful. Skills Navigator supports educators in the classroom, enabling them to help students with diverse needs, close achievement gaps, use data to inform instruction, and monitor progress for every student, and can be used for Tier 2 Response to Intervention (RTI) progress monitoring programs. It creates and reinforces evidence-informed instructional practices, and evaluates programs and professional development needs. The staff can compare and predict student achievement and

growth over time via exclusive normative and growth information. MAP for Primary Grades (MPG) is an interim assessment for grades K-2, that supports students with colorful graphics and audio support.

### METHODS FOR MEASURING PUPIL PROGRESS TOWARDS OUTCOMES

The following chart provides an overview of the types of local and state-mandated assessments administered by subject area and frequency. These types of assessments are used to develop annual measurable outcomes, and further refine school-wide assessments in order to monitor student academic progress, inform instruction, drive curricular modifications, ensure student college and career readiness, and measure program efficacy. The Principal, teachers and staff are held accountable by the Charter School's governing board, to ensure all students are meeting annual growth targets and school-wide measurable outcomes.

ASSESSMENT	GRADE(S)	DESCRIPTION	SCHEDULE					
ENGLISH LANGUAGE ARTS								
CAASPP/SBAC (EAP)	Grades 3-8, 11	State Mandated	ANNUALLY					
NWEA MAP	TK-12	Local Assessment	3 times/year					
ACHIEVE 3000	Grades 2-6	Local Assessment	MONTHLY					
SMARTY ANTS	TK-2	Local Assessment	MONTHLY					
RAZ KIDS	TK-2	Local Assessment	3 times/year					
WRITING ASSESSMENT	TK-12	Local Assessment	3 times/year					
FORMATIVE ASSESSMENTS	TK-12	Local Assessment	DAILY					
SUMMATIVE ASSESSMENTS	TK-12	Local Assessment	WEEKLY					
MATHEMATICS								
CAASPP/SBAC (EAP)	GRADES 3-8, 11	State Mandated	ANNUALLY					
STAR MATH	TK-12	Local Assessment	3 times/year					
NWEA MAP	TK-12	Local Assessment	3 times/year					
FORMATIVE ASSESSMENTS	TK-12	Local Assessment	DAILY					
SUMMATIVE ASSESSMENTS	TK-12	Local Assessment	WEEKLY					
SCIENCE								
CALIFORNIA SCIENCE TEST (CAST)	GRADE 5,8, HS	State Mandated	ANNUALLY					
FORMATIVE ASSESSMENTS	TK-12	Local Assessment	DAILY					
SUMMATIVE ASSESSMENTS	TK-12	Local Assessment	WEEKLY					
EXPO Presentations of Learning	TK-12	Local Assessment	2 TIMES/YEAR					
HISTORY								
FORMATIVE ASSESSMENTS	TK-12	Local Assessment	DAILY					
SUMMATIVE ASSESSMENTS	TK-12	Local Assessment	WEEKLY					
ENGLISH LANGUAGE DEVELOPMENT								
CELDT/ELPAC	TK-12	State Mandated	ANNUALLY					
LANGUAGE POWER	TK-8	Local Assessment	MONTHLY					
PHYSICAL EDUCATION								
PHYSICAL FITNESS TEST (PFT)	GR. 5, 7, 9	State Mandated	ANNUALLY					

# REPORTING OF DATA

Stephen W. Hawking Charter School develops an annual SARC Report, administers Report Cards, holds Parent-Teacher Conferences and holds Local Control and Accountability Plan meetings as methods to inform all stakeholders on the Charter School's performance. Parents are able to participate and provide input in the Charter School's educational program. Stephen W. Hawking Charter School uses our accountability data as a means of evaluating the effectiveness of, and need for, new program initiatives.

The Principal presents at each governing board meeting on enrollment, attendance, student achievement, professional development, and issues pertaining to the Charter School.

#### GRADING, PROGRESS REPORTING, & PROMOTION/RETENTION

The Charter School will send home report cards each trimester, which outline students' grades per the CCSS. The Charter School utilizes Infinite Campus as its Student Information System, to upload student progress throughout the year and a print out is provided to parents as well as filed in each student's cumulative record. Progress is tracked through monthly benchmarks (formative and summative assessments) and teachers are responsible for communicating students' progress to families.

Stephen W. Hawking Charter School provides students with opportunities to demonstrate their knowledge of each standard through various modalities. Students will earn participation grades for being engaged in class activities and discussions. Classwork and quizzes allow students to strengthen their learning through group and individual activities. Each grade level will participate in Expos, which act as summative assessments and allow students to show creativity through different mediums, such as presentations, debates, brochures, movies, etc. Through the different types of assignments, students will demonstrate the knowledge and skills required by the CCSS and have the opportunity to show their strengths in diverse ways.

Grade Scales for Middle School and High School.

A= 90-100%

B= 80-89%

C= 70-79%

D= 60-69%

F = 59% and below

### RETENTION POLICY

To ensure that student's progress through each grade level, as required by The Board, the schools shall adopt the following policy and practices. A student should demonstrate academic growth and understanding of the material in order to advance to the next grade level. The decision to promote or retain shall be primarily based on performance on the CCSS (Common Core State Standards). Retention can be considered for a student in any grade K-6 if the student has not met the criteria to advance to the next grade level.

#### RETENTION POLICY: KINDERGARTEN

Kindergarten students who have completed one year in kindergarten shall be promoted to the first grade unless the parent/guardian and school administrator or designee agree that the student shall continue in kindergarten for no more than one additional year if he/she performs below grade level standards, receives a failing grade in Mathematics and English Language Arts, or has been deemed to benefit from another year in kindergarten based on their maturity/developmental needs. (Ed Code 48011)

**RETENTION POLICY: GRADES 1-6** 

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If a student is identified as performing below the minimum core standards, the student will be retained in his/her current grade level unless the student's regular classroom teacher and SST team determines that retention is not the appropriate intervention for the student's academic deficiencies. The determination shall state the specific reason why retention is not appropriate and should include additional recommendations of interventions that the teacher believes are necessary to help the student thrive and reach acceptable academic levels. Appeals will be heard at the school level by the Principal (or designee). The burden of proof lies within the appealing party. (Ed Code 48070.5)

As authorized by Ed. Code 48070.5, Hawking STEAM Charter Schools will identify students who are at risk for possible retention based on grades and other academic indicators such as report cards, CCSS (Common Core State Standards), Standardized Test Scores, and social and emotional maturation.

Grade 1<sup>st</sup> through 3<sup>rd</sup>: Students should be identified as candidates for retention primarily on the basis of their level of proficiency in reading. (Ed Code 48070.5)

Grade 4<sup>th</sup> through 6<sup>th</sup>: Students should be identified as candidates for retention on the basis of their proficiency in reading, mathematics, and English language arts. (Ed Code 48070.5)

Special consideration will be given to students with an IEP and to students with limited English proficiency. In this case students with limited English proficiency will be assessed in their primary language.

Procedures for Retention:

#### 1. Notification:

When a student is identified as being at risk of retention, the teacher and/or the SST will notify the parent/guardian as early in the school year as practicable. Letters will be mailed out no later than (60 school days after the beginning of the year) for students who are at risk of being retained. The parent/guardian shall be given the opportunity to consult with teacher(s) responsible for the decision to promote or retain the student. (Ed Code 48070.5)

If the student does not have a single classroom teacher, the Principal or designee shall specify the teacher(s) responsible for the decision to promote or retain the student. The Principal or designee shall provide a copy of the school's retention policy at the time that the parent/guardian is notified that their student is at risk for retention. (Ed Code 48070.5)

a. Parent Notification-When a student is identified as a potential candidate for retention based on academic performance, an SST meeting will be scheduled prior to the first grading period and further data collecting will begin to further assess the student's needs. As previously stated, the student's performance will be based on multiple measures with an emphasis on reading and math.

# 2. Assessments and Interventions:

a. Student Response to intervention (RtI) – A student's Response to
Intervention plan will be developed for at risk students to monitor their
performance during the school year. The student's performance given these

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intervention(s) will be evaluated and further changes will be made to assist the student.

- b. If the teacher's recommendation to promote or retain is contingent upon the student's participation in intervention(s) such as:
  - 1) Before, During, and After School Intervention/Tutorials
  - 2) Reading and/or Math Intervention/Tutorials
  - 3) Classroom Interventions/Modified Instruction
  - 4) Accommodations

The student's academic performance will be reevaluated at the end of the remediation process and a reassessment will be done. The decision to promote or retain the student shall be reevaluated at this time. The final decision to promote or retain will be discussed with the parent/guardian, teacher, Principal (or designee). (Ed Code 48070.5)

#### 3. Decision:

By the end of the second grading period, the Principal (or designee), teacher, and other resource personnel, as applicable, will review the results of the intervention plan through an SST meeting and will arrive at a consensus and determine the placement of the student for the following school year. The final decision to promote or retain the student will be made before the school year ends, or when intervention(s) have come to a close.

The ultimate decision to promote or retain the student will be made by the Principal, except in the case of a kindergarten student whose parent/guardian along with Principal or authorized designee must mutually agree that the student should remain in kindergarten.

The teacher(s) evaluations shall be provided to and discussed with the student's parent/guardian, the Principal or designee before the final decision is made to retain the student. (Ed Code 48070.5 (d))

In all circumstances, a final SST meeting will be held to summarize all actions taken by the school and documentation will be filed in the student's cumulative record.

# 4. Appeal Process:

The Principal's final decision to retain or promote a student may be appealed consistent with educational codes, administrative regulations, and board policy. The burden shall be on the appealing party to show why the decision of the teacher should be overruled. (Ed Code 48070.5 (2(f)))

To appeal the retention of a student's, a written request shall be made by the appealing party to the guidance advisor specifically stating the reasons why the decision should be overturned. The appeal must be made 10 school days after the decision to retain was made, but prior to the end of the school year. The appealing party then must carry the burden to provide proof on why the decision should be overturned.

It will be the majority vote of the SST and Principal (or designee) to make the ultimate decision on whether the decision shall remain as is, or if it will be overturned.

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The decision of the Principal shall be final.

### MIDDLE SCHOOL PROMOTION & RETENTION

The formal preparation for students to be career and college ready begins in middle school, as it is foundational to success with the UC A-G curriculum in high school. To ensure Stephen W. Hawking Charter School students are on track and prepared to succeed in high school and beyond, promotion and retention standards have been developed. Students must meet or exceed the criteria outlined below in order to advance to the next grade.

#### **PROMOTION**

To culminate from middle school, students will be expected to achieve proficient levels of English Language Arts and Math comprehension; a smaller subset of special needs or advanced learning students asked to reach personalized learning goals. Additionally, eighth grade students will showcase their best portfolio work from the previous three years as proof of their readiness for high school.

The Advisory Period will be utilized to ensure that students are making progress in meeting all graduation requirements. Upon culmination, students will establish college and career expectations in collaboration with their families, which they will work toward in high school and beyond. A network of services and resources will be made available to them, empowering them to advocate on behalf of their own education.

### RETENTION

Stephen W. Hawking Charter School will utilize a robust, tiered intervention model to identify and address the needs of at risk students early in the school year, in order to avoid retention. The following supports are envisioned to assist students in mastering grade level standards:

- Differentiated, small-group, and individual standards-based instruction
- Supplemental academic support programs, such as before or after school to give students additional academic support
- Technology-based intervention and credit-recovery

Parents will be notified of academic concerns throughout the school year, particularly when a student is at-risk of not meeting grade level standards for promotion. Concerns will be communicated through parent-teacher conferences, progress reports and official correspondence. If retention is a consideration, school administrators will conduct individual meetings with the parents to discuss the rationale and recommendation for retention, and to seek parental support. Retention decisions are ultimately up to the parent, though; their consent must be given before a student will be held back.

### **ELEMENT 4: GOVERNANCE**

<u>Governing Law</u>: The government structure of the charter school including, but not limited to, process to be followed by the charter school to ensure parental involvement. Education Code Section 47605(b)(5)(D).

# NON-PROFIT PUBLIC BENEFIT CORPORATION

The Charter School will be a directly funded independent charter school and will be operated by Hawking STEAM Charter Schools, a California non-profit public benefit corporation, pursuant to California law upon approval of this charter.

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 may be negotiated between the District and the Charter School. Pursuant to 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 public 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.

Attached, in the Appendix, please find the Charter School Articles of Incorporation (Appendix B), Bylaws (Appendix C), and Conflict of Interest Code (Appendix F).

#### **BOARD OF TRUSTEES**

The Charter School will be governed by the Hawking STEAM Charter Schools corporate Board of Trustees ("Board" or "Board of Trustees") in accordance with its adopted bylaws, which shall be consistent with the terms of this charter.

The Board shall have no fewer than five (5) and no more than seven (7) Trustees. All Trustee positions shall be filled in accordance with the process described in the Bylaws. The Board is currently recruiting an additional Board member to ensure that it is operating in compliance with its charter and Bylaws.

Except for the initial Board of Trustees, each community representative Trustee shall hold office unless otherwise removed from office in accordance with the Bylaws for three (3) years and until a successor Trustee has been appointed or elected as required by the position as described in the Bylaws. Each parent representative Trustee shall hold office unless otherwise removed from office in accordance with the Bylaws for one (1) year and until a successor Trustee has been appointed or elected as required by the position as described in the Bylaws.

The term of each Trustee shall continue for three years, except the term of any Trustee who is the parent representative shall be one year.

The Board shall include two Trustees who are elected, in accordance with the Bylaws, by parents/guardians of students who are currently enrolled in Hawking STEAM Charter Schools. Other Trustees will be community representatives. Board members shall have experience in one or more of the following areas: legal, business, engineering, STEAM, and fundraising expertise.

The Executive Director and the Principal shall not serve on the Board and shall not vote in Board elections.

In accordance with Education Code Section 47604(b), the District may appoint a representative to sit on the Board of Trustees. If the District chooses to do so, the Charter School may appoint an additional community member to ensure that the Board is maintained with an odd number of Trustees.

### **BOARD MEETINGS AND DUTIES**

The Board of Trustees of the Charter School will meet regularly and in accordance with the Brown Act. The Board of Trustees is fully responsible for the operation and fiscal affairs of the Charter School including, but not limited to, the following:

- Hire, supervise, evaluate, discipline, and dismissal of the Principal and Executive Director of the Charter School;
- Approve all contractual agreements;
- Approve and monitor the implementation of general policies of the Charter School.
   This includes effective human resource policies for career growth and compensation of the staff;
- Approve and monitor the Charter School's annual budget and budget revisions;
- Act as a fiscal agent. This includes but is not limited to the receipt of funds for the
  operation of the Charter School in accordance with applicable laws and the receipt
  of grants and donations consistent with the mission of the Charter School;
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices;
- Establish operational committees as needed;
- Regularly measure progress of both student and staff performance;
- Involve parents and the community in school related programs;
- Execute all applicable responsibilities provided for in the California Corporations Code:
- Engage in ongoing strategic planning;
- Approve the school calendar and schedule of Board meetings;
- Review requests for out of state or overnight field trips;
- Participate in the dispute resolution procedure and complaint procedures when necessary;
- Approve charter amendments as necessary and submit requests for material revisions as necessary to the District for consideration;
- Approve annual independent fiscal audit and performance report;
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with this charter or the purposes for which schools are established.

The Charter School shall comply with the Brown Act.

The Charter School has adopted a Conflict of Interest Code that complies with the Political Reform Act and Corporations Code conflict of interest rules, and which shall be updated with Commented [JR22]: Item #3

any charter school-specific conflict of interest laws or regulations. As noted above, the Conflict of Interest Code is attached within Appendix F. As required, the Conflict of Interest Code has been submitted to the County Board of Supervisors for approval. The Charter School will comply with Government Code Section 1090.

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 of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. 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 of Trustees being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

The Charter School Board of Trustees will attend an annual in-service for the purposes of training individual board members on their responsibilities with topics to include, at minimum, conflicts of interest and the Brown Act.

#### EXECUTIVE DIRECTOR

The Executive Director reports to the Board of Trustees, and is responsible for the overall operations of the school, collaborating with the Principals at each school site. The Executive Director is responsible for the successful leadership and management of the organization according to the strategic direction set by the Board of Trustees. The Executive Director bears primary responsibility for ensuring the organization meets annual revenue goals and generates an appropriate surplus without compromising the quality of the program, and securing the school's long-term sustainability.

# Communications:

Responsibilities include:

- Oversee the school's website, listserv and other means of communication with parents, teachers, volunteers and community members.
- Maintain open lines of communication between stakeholders and work to resolve
  conflicts and disputes that may arise
- Assist school Principal in coordinating parent education workshops, school-wide meetings and other forums to discuss the school's mission, vision and operations with parents and other stakeholders.

# Finances:

- Develop appropriate budget projections, in collaboration with back office service provider
- Work with the Board of Trustees on fundraising
- Oversee and manage the operating budget, payroll, contracts and all other financial and accounting operations, supervising the efforts of the back office staff

 Develop partnerships with community based organizations that support the school's mission and provides services for the school

#### Facilities:

- Pursue appropriate facilities for the school; oversee relevant planning, construction and other activities to obtain CUP for the school site (if needed) and occupancies, and secure permanent site for the school.
- Secure furnishings, materials supplies and equipment for school operations

#### Outreach:

- Develop and maintain effective relationships with the SUHSD, and oversee all aspects of charter renewal, review and compliance
- Oversee the WASC Accreditation process and any related activities
- Represent the school as a leader in the California Charter school community in all advocacy efforts
- Conduct outreach and serve as a liaison with local leadership, school faculty, staff, students, parents, community members, partners businesses and organizations as well as community leaders to maintain support from the local community.
- Assist school Principal as requested in coordinating parent involvement and volunteering

### Planning & Operations

- Collaborate with the Board of Trustees and publicize all board meetings, prepare agendas, school reports and attend all regularly scheduled board meetings
- Facilitate strategic planning with the Board of Trustees
- Diagnose the gaps between where the school is, versus where it aspires to be, and
  ensure that strategies and practices are implemented to close those gaps
- Oversee school compliance with all applicable laws, regulatory reporting, contractual obligations and donor restrictions
- Recruit, develop, evaluate, retain (and as needed, discipline, and terminate (high performing individuals who are passionate about the school and its mission
- Recruit, hire (in collaboration with the Board), supervise and evaluate the school's Principal
- Collaborate with Principal in to assist him/her in fulfilling the educational mission of the school, including working collectively to resolve any personnel issues or other disputes that may arise
- Assist Principal with data analysis and oversee all reporting related to student performance
- Prepare and update as appropriate the Employee Handbook, Comprehensive School Safety Plan, Parent/Student Handbook, and ensure that all parties receive and acknowledge receipt
- Establish and oversee compliance with the school's safety plan

Ensure all formal evaluation are conducted at least once annually

### **PRINCIPAL**

Under the supervision of the Executive Director, the Principal serves as the educational and instructional leader of the Charter School, and collaborates with the Executive Director on school operations and management. The responsibilities include:

### Educational Leadership:

- Recruit, hire, train and supervise talented instructional staff in implementing best practices consistent with Stephen W. Hawking's educational philosophies;
- Provide hands-on guidance to teachers as they create and implement a project-based STEAM curriculum;
- Provide hands-on guidance to teachers in the development of multiple assessments;
- Use multiple sources of data to develop a plan for the improvement of student achievement and oversee the collection, analysis and utilization of this data in relation to specific students, teachers and curricula;
- Oversee teacher professional development via both in-house training sessions visiting lecturers, external professional development opportunities and other resources (articles, web-based resources, and development of a school professional resources library);
- Implement the evaluation process for all instructional staff and ensure that formal
  evaluations are conducted at least annually;
- Create and oversee the school's policies and programs related to English Learners,
   Special Education, high achieving students and other subgroups;
- Oversee and assist teachers with behavior management, including handling student suspension, expulsion and other disciplinary issues as needed;
- Promote the school mission and vision throughout the school community;

# Communication and Outreach:

- Lead the School Site Council; and English Language Advisory Council (ELAC)
- Schedule and participate in parent meetings, school-wide meetings designed to
  communicate the school's mission, vision, educational programs, provide updates and
  progress on school programs including the Local Control & Accountability Plan
  (LCAP), and other areas of interest.
- Ensure open and clear lines of communication with all stakeholders, including working to resolve conflicts and disputes as they may arise between community members;
- Collaborate with Executive Director in providing regular communications to families via email, the school's website, letters home, and other avenues;

# School Management:

- Oversee the day-to-day management of the school with a commitment to ensuring the health and safety of students, faculty and staff, including supervision of janitorial/custodial staff;
- Work with the Executive Director and the Board of Trustees in the strategic planning for the growth of the school
- Attend all regularly scheduled Board meetings and provide key updates and reports on school activities;

 Assist Executive Director with budgets, charter renewal, outreach, partnerships and other duties as required.

# PARENT INVOLVEMENT IN DECISION-MAKING

Stephen W. Hawking values the participation of parents in the programs and activities at the school. Along with our committed Board, Stephen W. Hawking believes families play a key role in the education of their children. Our Charter School utilizes family involvement to forge parent partnerships with the school through the creation of the School Site Council (SSC), comprised of the school Principal, teachers, staff and parents.

### SCHOOL SITE COUNCIL

Stephen W. Hawking Charter School will comply with Title I requirements for charter schools with a School Site Council (SSC). School Site Council meetings will take place during the school year.

Over the course of the year, the SSC will consider the goals of the Charter School and then works with the principal and teachers to evaluate the school's progress toward those goals. In their evaluation the council reviews school data relevant to those goals including the Local Control Accountability Plan (LCAP). School site council members do not represent their own interests. They have an obligation to make decisions that will best serve the whole school community.

Composition of the SSC is specified in the California EC Section 52852 as follows:

- The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of students attending the school selected by such parents; and in secondary schools, students selected by students attending the school.
- At the elementary level, the SSC shall be constituted to ensure parity between (a) the
  principal, classroom teachers, and other school personnel; and (b) parents; or other
  community members selected by parents. In schools with fewer than three teachers,
  this requirement may be met by establishing a SSC that is composed of equal numbers
  of school staff and parents or other community members selected by parents.
- At the secondary level, the SSC shall be constituted to ensure parity between (a) the
  principal, classroom teachers, and other school personnel, and (b) equal numbers of
  parents.

# ENGLISH LANGUAGE ADVISORY COUNCIL (ELAC)

Each California public school, grades kindergarten through 12, with 21 or more English learners must form an English Learner Advisory Committee (ELAC). The responsibilities of the ELAC are to advise the principal and staff in the development of the Single Plan for

 $<sup>^{3}</sup>$  For example, counselors, psychologists, social workers, nurses, instructional aides, library personnel, and clerks employed at the school

Student Achievement and Local Control and Accountability Plan (LCAP). Stephen W. Hawking Charter School has not applied for Title III funding to date.	:	
STEPHEN W. HAWKING CHARTER SCHOOL: CHARTER PETITION RENEV	VAL   120	

## **ELEMENT 5: EMPLOYEE QUALIFICATIONS**

Governing Law: The qualifications to be met by individuals to be employed by the school. — California Education Code Section 47605. -6(b)(5)(FE).

Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, as required by California or federal law. Stephen W. Hawking follows legal requirement that all charter school teachers shall hold a Commission on teacher Credentialing certificate, permit, or other document equivalent as required. The school affirms that it maintains copies of all teacher credentials readily available for inspection and procedure for monitoring credentials. The school will also comply with Every Student Succeeds Act (ESSA) requirements for teachers and paraprofessionals.

## **EMPLOYEE POSITIONS & QUALIFICATIONS**

Stephen W. Hawking Charter School believes that all of its employees play a key role in creating a successful learning environment. Our school recruits professional, effective, and qualified personnel to serve in administrative, instructional, instructional support, and non-instructional support capacities. The school will maintain a professional staff that share in the educational philosophy of the school and are committed to the education of all children. In cases where the school brings STEAM professionals as resident teachers, they are required to go through all background check and immunization requirements that teachers must follow.

The recruitment process includes posting job descriptions at local community organizations, job fairs, University job sites, ED-Join, posting jobs at teacher credentialing program sites, and advertise in the community and regional newspapers.

All employees must furnish or be able to provide:

- Medical clearance that demonstrates proof of a medical exam for tuberculosis (TB).
- Fingerprinting and LiveScan from the Department of Justice for criminal background check

Applicants are required to provide a full disclosure statement regarding prior criminal record:

- Documents establishing legal status
- Annually complete mandated reporting training on child abuse awareness.

The following are the employee qualifications for key employees at Stephen W. Hawking Charter School. Our employees will meet specific qualifications for employment as outlined in their formal job descriptions; and qualifications shall be sufficient to ensure the health and safety of the school's faculty, staff, and students. Employees' job descriptions and work schedules will be reviewed and modified as necessary to meet the needs of the school and its students.

# EXECUTIVE DIRECTOR

The Executive Director reports to the Board of Trustees, and is responsible for the overall operations of the school, collaborating with the Principals at each school site. The Executive Director is responsible for the successful leadership and management of the organization according to the strategic direction set by the Board of Trustees. The Executive Director bears

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primary responsibility for ensuring the organization meets annual revenue goals and generates an appropriate surplus without compromising the quality of the program, and securing the school's long-term sustainability.

Responsibilities include:

#### Communications:

- Oversee the school's website, listserv and other means of communication with parents, teachers, volunteers and community members.
- Maintain open lines of communication between stakeholders and work to resolve conflicts and disputes that may arise
- Assist school Principal in coordinating parent education workshops, schoolwide meetings
  and other forums to discuss the school's mission, vision and operations with parents and
  other stakeholders.

#### Finances:

- Develop appropriate budget projections, in collaboration with back office service provider
- Work with the Board of Trustees on fundraising
- Oversee and manage the operating budget, payroll, contracts and all other financial and accounting operations, supervising the efforts of the back office staff
- Develop partnerships with community based organizations that support the school's mission and provides services for the school

#### Facilities:

- Pursue appropriate facilities for the school; oversee relevant planning, construction and
  other activities to obtain CUP for the school site (if needed) and occupancies, and secure
  permanent site for the school.
- Secure furnishings, materials supplies and equipment for school operations

# Outreach:

- Develop and maintain effective relationships with the SUHSD, and oversee all aspects of charter renewal, review and compliance
- Oversee the WASC Accreditation process and any related activities
- Represent the school as a leader in the California Charter school community in all advocacy efforts
- Conduct outreach and serve as a liaison with local leadership, school faculty, staff, students, parents, community members, partners businesses and organizations as well as community leaders to maintain support from the local community.
- Assist school Principal as requested in coordinating parent involvement and volunteering

# Planning & Operations

- Collaborate with the Board of Trustees and publicize all board meetings, prepare agendas, school reports and attend all regularly scheduled board meetings
- Facilitate strategic planning with the Board of Trustees

- Diagnose the gaps between where the school is, versus where it aspires to be, and ensure that strategies and practices are implemented to close those gaps
- Oversee school compliance with all applicable laws, regulatory reporting, contractual obligations and donor restrictions
- Recruit, develop, evaluate, retain (and as needed, discipline, and terminate (high performing individuals who are passionate about the school and its mission
- Recruit, hire (in collaboration with the Board), supervise and evaluate the school's Principal
- Collaborate with Principal in to assist him/her in fulfilling the educational mission of the school, including working collectively to resolve any personnel issues or other disputes that may arise
- Assist Principal with data analysis and oversee all reporting related to student performance
- Prepare and update as appropriate the Employee Handbook, Comprehensive School Safety Plan, Parent/Student Handbook, and ensure that all parties receive and acknowledge receipt
- Establish and oversee compliance with the school's safety plan
- Ensure all formal evaluation are conducted at least once annually

### Qualifications are as follows:

Candidate must have extensive experience as an educator. In addition the candidate must have experience with budgeting, government relations, communications, marketing, and non-profit management. S/he will be an effective communicator among all stakeholders (board, faculty, staff, parents, students, community members) and be able to inspire excellence amongst all staff. S/he will be a confident decision-maker and possess the ability to facilitate collaboration and teamwork. The ability to multi-task and be able to handle a diverse array of responsibilities is essential, including numerous details with the ability to shift to the big picture, long-term thinking.

The candidate must demonstrate an ability to communicate a genuine passion for the school's mission and vision, knowledge of the California Education Code, knowledge of interacting with SUHSD, government, and non-profit funding environment would be valuable in this position. The Executive Director must see building and maintaining relationships with parents, foundations, members of the private sector, community leaders, and government staff as an essential part of his/her role. Excellent oral and written communication skills are imperative; and a Master's Degree in a relevant field is preferred.

## **PRINCIPAL**

Under the supervision of the Executive Director, the Principal serves as the educational and instructional leader of the Charter School, and collaborates with the Executive Director on school operations and management. The responsibilities include:

Educational Leadership:

- Recruit, hire, train and supervise talented instructional staff in implementing best practices consistent with Stephen W. Hawking's educational philosophies;
- Provide hands-on guidance to teachers as they create and implement a project-based STEAM curriculum;
- Provide hands-on guidance to teachers in the development of multiple assessments;
- Use multiple sources of data to develop a plan for the improvement of student achievement and oversee the collection, analysis and utilization of this data in relation to specific students, teachers and curricula;
- Oversee teacher professional development via both in-house training sessions visiting lecturers, external professional development opportunities and other resources (articles, web-based resources, and development of a school professional resources library);
- Implement the evaluation process for all instructional staff and ensure that formal evaluations are conducted at least annually;
- Create and oversee the school's policies and programs related to English Learners,
   Special Education, high achieving students and other subgroups;
- Oversee and assist teachers with behavior management, including handling student suspension, expulsion and other disciplinary issues as needed;
- Promote the school mission and vision throughout the school community;

### Communication and Outreach:

- Lead the School Site Council; and English Language Advisory Council (ELAC)
- Schedule and participate in parent meetings, schoolwide meetings designed to
  communicate the school's mission, vision, educational programs, provide updates and
  progress on school programs including the Local Control & Accountability Plan
  (LCAP), and other areas of interest.
- Ensure open and clear lines of communication with all stakeholders, including working
  to resolve conflicts and disputes as they may arise between community members;
- Collaborate with Executive Director in providing regular communications to families via email, the school's website, letters home, and other avenues;

## School Management:

- Oversee the day-to-day management of the school with a commitment to ensuring the health and safety of students, faculty and staff, including supervision of janitorial/custodial staff;
- Work with the Executive Director and the Board of Trustees in the strategic planning for the growth of the school
- Attend all regularly scheduled Board meetings and provide key updates and reports on school activities;
- Assist Executive Director with budgets, charter renewal, outreach, partnerships and other duties as required.

#### Qualifications are as follows:

- Bachelor's Degree required
- Administrators Service Credential or related master's Degree preferred
- Charter school administrative and/or teaching experience preferred

- Demonstrate excellent leadership and organizational skills and the ability to motivate people. Demonstrate excellent integrity and good moral character and initiative.
- At least three years of teaching experience in urban areas with marked success and quantifiable and objective student performance gains.
- Proven ability to work collaboratively with diverse team of teachers.
- Exceptional organizational, communication, public relations and interpersonal skills
- Knowledge of education law, finance and curriculum
- Analytical problem-solver and solutions oriented strategic thinker who overcomes difficult organizational challenges.
- Bilingual (English/Spanish) highly desirable

### **HUMAN RESOURCES MANAGER**

Under the general direction of the Executive Director and Principal, the Human Resources Manager guides and manages the overall provision of Human resources services, policies and procedures. The Human Resources manager ensures compliance with applicable employment laws and regulations; ensures all teaching staff have appropriate credentials, certifications; and all employees have undergone live scans, TB testing and CPR certified; and maintains updated documentation of personnel files and requirements. The Human Resources Manager will collaborate with the Executive Director and Principal and attend recruiting events, conferences and key job fairs. The Human Resources Manager will screen employment applications, refer qualified candidate to open positions; contacts applicants for paraprofessional substitute positions; administer employee-benefit programs, answer employee questions, support claim resolution and maintain related systems.

## Compliance:

 Ensure Stephen W. Hawking Charter School's compliance with federal, state, charter and workplace regulations

# Qualifications are as follows:

- Minimum: AA/AS degree; BA/BS degree preferred
- 3 years minimum experience in Human Resources at a school district or charter school
- SPHR or PHR certification preferred.
- General knowledge of the principles and practices of personnel administration; ability
  establish and maintain effective relationships with peers and employees; ability to
  present information and make recommendations effectively in oral and written form.
- Excel problem-solving skills, ability to handle multiple tasks and well organized.
- Valid California Driver's License and safe driving record.

# ESSA REQUIREMENTS – APPROPRIATELY CREDENTIALED TEACHERS

Stephen W. Hawking Charter School shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers are appropriately assigned and fully credentialed in accordance with applicable state requirements for certificated employment, including but not limited to the provisions of

Education Code section 47605(l). The Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

Stephen W. Hawking Charter School teachers will meet all requirements for employment set forth in Education Code Section 47605(l), including holding a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. These documents shall be maintained on file at the Charter School and are subject to periodic inspection by the District. Stephen W. Hawking Charter School recognizes it is the intent of the Legislature that charter schools be given flexibility with regard to noncore, non-college preparatory courses. Teachers shall also meet the requirements of Board-adopted personnel policies for the hiring of appropriately skilled educators that are committed to education and the mission of the Charter School.

# Responsibilities include:

- Exhibit critical thinking and communication skills, effective teaching strategies, and subject matter expertise STEAM Project-based curriculum and implementation of student-centered lessons that incorporate the school's definition of an educated person project-based learning
- Assessing student progress and differentiating instruction
- Maintaining frequent communication with students, student's families, colleagues, and other school stakeholders
- Maintaining regular, punctual attendance. Teachers will have an on-site commitment
  of 8:00 to 4:00 each day, to allow for collaborative planning time, tutoring students
  and other duties that may be assigned.

### Qualifications are as follows:

Although teachers are expected to have additional qualifications, the minimum criteria for consideration include: B.A. or its equivalent in subject area commonly taught in a public school, a California State credential, or out-of-state credential approved by the State of California's Commission on Teacher Credentialing. Teachers who earned their credentials before Cross-cultural, Language, and Academic Development ("CLAD") was embedded, must have received their CLAD certification. Teachers without credentials are eligible to teach noncore, non-college preparatory courses and must meet the criteria set forth by the California Commission on Teacher Credentialing. Stephen W. Hawking Charter School also will actively seek to recruit and hire teachers who possess a Bilingual Cross-cultural, Language, and Academic Development (BCLAD) certificate (or equivalent). The ideal teaching candidate will have:

- 2+ years' experience teaching K-10 students
- Experience at a high performing school
- Enthusiasm for the school's values, mission and educational philosophy
- Proven commitment to project-based learning, STEAM integration, multiple assessments

# INSTRUCTIONAL COACH

The Instructional Coach, having both content and instructional expertise, will assist teachers, in literacy and math; and work directly with teachers one-on-one and in group professional

learning that will expand and refine the understanding about researched based effective instruction for teachers. In order to meet this purpose, the Instructional Coach will provide personalized, 1:1 support based on the goals and identified needs of individual teachers. Responsibilities include:

- Support the mission and vision of Stephen Hawking Charter School;
- Facilitate the intellectual and professional development of teachers with a focus on improving student achievement;
- Collaborate with Principal in creating positive relationships with teachers and administrators;
- Communicate and demonstrate researched-based instructional practices that result in increased student performance;
- Provide organized, individual and/or group learning opportunities for teachers as needed:
- Provide professional development and support in analyzing student assessment data; and with instructional decisions based on assessment findings;
- Provide support for classroom motivation and management strategies;
- Assist teachers in creating materials that are in alignment with curriculum; and provide instructional and curricular resources:
- Model effective, differentiated instruction when requested;
- Provide encouragement and emotional support to teachers;
- Participate fully in professional development for coaches, including peer observations, professional research and reading, and inquiry session;
- Assist teachers in aligning their teaching with appropriate standards, curriculum and assessments;
- All other duties as assigned by Principal and Executive Director including supervision of students and providing coverage in the absence of a teacher as deemed necessary

## Qualifications are as follows:

- Bachelor's degree required; Master's Degree preferred
- Minimum of five years of successful teaching experience; six years preferred.
- Current California Teaching Credential.
- Demonstrated knowledge of the Common Core State standards.
- Deep knowledge of and experience in: a) Instructional strategies b) Conditions of Learning c) Assessment driven instruction (teaching/learning process)
- Effective communication, collaboration, and interpersonal skills for building an environment with a common instructional focus, promoting initiatives, and conveying expectations
- Ability to design and deliver quality professional development for administrators and teachers:
- Extensive knowledge of reading, writing, literacy development, and/or math

# ADMINISTRATIVE ASSISTANT

The administrative assistant performs a broad array of skilled clerical, secretarial and administrative tasks and is under the direction of the principal. S/he assists the principal in providing a variety of services to staff, students, and parents. The Administrative Assistant will assist the Principal with ordering of supplies; maintaining proper documentation, forms, reimbursement, bank deposits; account reconciliation and entre invoices in SpendBridge and myExED. S/he will perform data entry on the school's Student Information System, CALPADS, and any other relevant database/web-based resource. The Administrative Assistant will compose correspondence, memos, schedules, and oral instructions from the Principal. S/he will maintain confidentiality with all student records.

## Qualifications are as follows:

- AA/AS degree; Bachelor's Degree preferred;
- Experience in working at a Charter/Traditional Public School
- Bilingual (English/Spanish) fluency (written, oral, speaking) preferred;
- Will uphold the school's mission and vision;
- Be able to communicate effectively with stakeholders (Governing Board, Administration, faculty, staff, students, parents, etc.)
- Experienced in Microsoft Word, Excel, PowerPoint

#### GUIDANCE ADVISOR/COUNSELOR

Promote student development and achievement in addition to advocating and leading in advancing the concerns of students while representing the mission and vision of Stephen W. Hawking Charter School. Facilitate transitions and counsel students toward the realization of their full potential. The Counselor will collaborate with the Executive Director and Principal and develop, collect, analyze and interpret data to determine student's best educational options and support a cycle of continuous improvement. Provide students with UC A-G planning (in 8th grade); promote college planning and college visits. Provide workshops for parents and students on College and Career Readiness. Recognize, appreciate, and serve cultural differences and the special needs of students and families. The counselor work closely with classroom teachers in planning and implementing group guidance sessions based on the developmental needs of all students. In addition, s/he will advise students with learning, physical, social, and emotional problems, through conferences held with students on the basis of teacher, parent, principal, or self-referral.

The counselor must demonstrate appropriate ethical behavior and professional conduct in the fulfillment of the role and responsibilities to promote a culture of growth and collaboration. The Counselor will collaborate with the Principal and Executive Director in establishing the school's mission and providing leadership for the ultimate academic success of the school. Maintain work hours extending beyond school hours for other professional duties or functions such as staff meetings, etc.

# Qualifications are as follows:

- Have two years of educational or work related experience, preferable.
- Demonstration of exemplary counseling and communication skills
- Have a MA/MS in counseling or Social Work; and PPS highly desired.

## **ELEMENT 6: HEALTH & SAFETY PROCEDURES**

Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the charter school furnish it with a criminal record summary as described in Section 44237. Education Code Section 47605(b)(5)(F)

## CUSTODIAN OF RECORD

The Human Resources Manager serves as the Custodian of Records for the Charter School.

## STUDENT HEALTH & WELLNESS

In order to provide safety for all students and staff, Stephen W. Hawking Charter School implements full health and safety procedures and risk management policies at our school site in consultation with its insurance carriers and risk management experts. These policies are incorporated into the Charter School's student and staff handbooks and are reviewed on an ongoing basis by the Executive Director, Principal and Board of Trustees. The Charter School ensures that staff is trained annually on the health and safety policies. A complete copy of such policies is available upon request.

The following is a summary of the health and safety policies at Stephen W. Hawking Charter School:

## PROCEDURE FOR CAMPUS VISITORS

No outsider shall enter or remain on the Charter School's grounds during school hours without having registered with the Principal or designee, except to precede expeditiously to the office of the Principal or designee for the purpose of registering.

# PROCEDURES FOR BACKGROUND CHECKS

Employees and contractors of Stephen W. Hawking Charter School are required to submit to a criminal background check and finish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Principal of the Charter School shall monitor compliance with this policy and report to the Charter School Board of Trustees on a regular basis. The Board President shall monitor the fingerprinting and background clearance of the Principal. All 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 employees are mandated child abuse reporters and follow all applicable reporting laws, the same policies and procedures used by the District. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

## TUBERCULOSIS RISK ASSESSMENT AND EXAMINATION

Employees and volunteers who have frequent and prolonged contact with students are assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students as required by Education Code Section 49406.

#### **IMMUNIZATIONS**

All students enrolled are 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 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster.

#### MEDICATION IN SCHOOL

Stephen W. Hawking Charter School adheres to Education Code Section 49423 regarding administration of medication in school.

## VISION, HEARING & SCOLIOSIS

Students are screened for vision, hearing and scoliosis by the nurse contracted by the Charter School. Stephen W. Hawking Charter School adheres to 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, pursuant to Education Code Section 49452.7. The information sheet shall include, but 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 methods of type-2 diabetes.
- 5. A description of the different types of diabetes screening tests available.

#### **EMERGENCY PREPAREDNESS**

Stephen W. Hawking Charter School adheres to our charter school's Comprehensive Safety Plan (Appendix K) drafted specifically to meet the needs of the school site in conjunction with law enforcement and the Fire Marshall. This handbook includes, but is not limited to, the following responses: fire, flood, earthquake, terrorist threats, and hostage situations.

## **BLOOD BORNE PATHOGENS**

Stephen W. Hawking Charter School meets state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board has established a written plan in our School Safety Plan (Appendix K) to address infectious control to protect employees and students from possible infection due to contact with blood viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV"). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

# DRUG-FREE, ALCOHOL-FREE, SMOKE-FREE ENVIRONMENT

Stephen W. Hawking Charter School functions as a drug-, alcohol-, and smoke-free environment.

#### FACILITY SAFETY

Stephen W. Hawking Charter School complies 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 tests 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 conducts fire drills as required under Education Code Section 32001.

## COMPREHENSIVE DISCRIMINATION & HARASSMENT POLICIES & **PROCEDURES**

Stephen W. Hawking Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon as the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, pregnancy, physical or mental disability, childbirth or related medical conditions, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. Stephen W. Hawking Charter School has developed a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Stephen W. Hawking Charter School discrimination and harassment policies.

## **ELEMENT 7: RACIAL & ETHNIC BALANCE**

Governing Law: The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. - California Education Code Section 47605<del>.6</del>(b)(5)(<u>HG</u>)

Stephen W. Hawking Charter School strives to achieve a racial and ethnic balance amongst its student body that is reflective of the community it serves within the territorial jurisdiction of the District. The Charter School does not discriminate against any pupil on the basis of actual or perceived disability, gender, gender expression, gender identity, 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.

# RECRUITMENT METHODS

Stephen W. Hawking Charter School strives to achieve a racial and ethnic balance amongst its student body that is reflective of the community it serves within the territorial jurisdiction of the District. An outreach plan will be developed and updated annually, including marketing materials to be mailed to homes in the targeted community, in addition to onsite presentations, school tours; and flyer distribution at community meetings and events. The following is the means by which the Charter School will accomplish this goal:

- 1. Stephen W. Hawking Charter School will host informational meetings at local community centers to inform the community about the school.
- 2. Stephen W. Hawking Charter School will partner with community-based organizations such as military recruiting offices, to meet recruitment goals.
- 3. Stephen W. Hawking Charter School will advertise in the local newspaper, local radio, and social media.
- Stephen W. Hawking Charter School will provide translated informative materials.
- 5. Stephen W. Hawking Charter School will provide an open enrolment period of at least

# TARGETED OUTREACH

Based on the neighborhood demographics in Chula Vista, our school is confident that our outreach efforts will meet the District's goals for establishing a diverse enrollment in the school. As a result of serving a high population of Spanish speakers in this area, outreach efforts are conducted in both English and Spanish.

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# **ELEMENT 8: ADMISSION REQUIREMENTS**

<u>Governing Law:</u> Admission requirements, of the charter school, if applicable. – California Education Code Section 47605  $\xrightarrow{\leftarrow}$  (b)(5)( $\xrightarrow{\sim}$  H)

The Charter School is nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

The Charter School shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state.

The Charter School shall require students who wish to attend the Charter School to complete an application form. After admission, students will be required to submit an enrollment packet, which shall include the following:

- 1. Student enrollment form
- 2. Proof of Immunization
- 3. Home Language Survey
- 4. Completion of Emergency Medical Information Form
- 5. Proof of minimum age requirements, e.g. birth certificate
- 6. Release of records

## PUBLIC RANDOM DRAWING

Stephen W. Hawking Charter School is fully committed to serving <u>all</u> students who wish to attend, regardless of socio-economic status, race/ethnicity, academic achievement, special education needs or other "risk factors." If the number of students who wish to attend the school exceeds the openings available, entrance shall be determined by single random public drawing in accordance with Education Code §47605(d)(2) and all federal requirements. In accordance with applicable law and federal guidance, the following groups of students are exempted from the lottery:

- Students who are currently enrolled
- Siblings of admitted students

Preference is given to students that reside within the district's attendance area and children of current staff members. The following groups of students will be given preference:

- Siblings of currently enrolled students
- Students residing in the District
- Children of current staff members

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a

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public random drawing to determine admission for the impacted grade level, with the exception of existing students, who are guaranteed admission in the following school year; and siblings of admitted students.

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 waiting list according to their draw in the lottery. This waiting list will allow students the option of enrollment in the case of an opening during the current school year. The waitlist for the current school year remains active until the admission period commences for the following year. Applications are only valid for the current year. Applicants must reapply for the lottery annually if the school is unable to offer them admission for the current year. In no circumstance will a waiting list carry over to the following school year.

## **ELEMENT 9: ANNUAL INDEPENDENT FINANCIAL AUDITS**

Governing Law: The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. — California Education Code Section 47605 + (b)(5)(I)

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

The Charter School 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 will be approved by the State Controller 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.

The annual audit will be completed and 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 Executive Director and Principal, will review any audit exceptions or deficiencies and report to the Charter School Board of Trustees 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 financial audit of the Charter School is a public record to be provided to the public upon request.

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## **ELEMENT 10: SUSPENSION & EXPULSION PROCEDURES**

<u>Governing Law</u>: The procedures by which pupils can be suspended or expelled. — California Education Code Section 47605 - 6(b)(5)(J)

## Suspension and Expulsion Policy and Procedure

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 non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

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 Executive Director'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. Students with disabilities are subject to the same suspension rules as nondisabled students, except that suspensions of students with

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disabilities cannot exceed 10 consecutive days (10 days in a row) without a manifestation determination. A teacher may suspend a student for up to two days. A principal may suspend a student for up to five days.

A student cannot be suspended for more than 10 consecutive school days or expelled from school for misconduct that is a manifestation of their disability [20 U.S.C. Sec. 1415(k)(1)(C).] Suspensions for more than 10 consecutive school days and expulsions are considered "changes of placement," and the Charter School cannot change a student's placement without parent consent, or without a manifestation determination meeting, except for certain behaviors listed below. Only the IEP team can authorize a change of placement. If the behavior in question was a manifestation of the student's disability, no disciplinary action can result. If the behavior is not a manifestation of the student's disability, the student's suspension can continue, but the Charter School must continue to provide his or her special education services.

A student may be placed in an interim alternative educational setting if the Charter School claims he or she has done any of the following:

(1) Carried or possessed a weapon to or at school or on school grounds or at a school function.

(2) Knowingly possessed or used illegal drugs, or sold or solicited the sale of drugs while at school, on school grounds, or at a school function.

(3) Inflicted serious bodily injury upon another person while at school, on school grounds, or at a school function. "Serious bodily injury" means: substantial risk of death, or extreme physical pain, or protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty.

The Charter School understands that suspension is appropriate only after other means of correction fail to bring about proper conduct. The Charter School will use alternatives to suspension or expulsion to address problems of truancy, tardiness, and other absences from school activities.

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

#### B. Enumerated Offenses

- 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.

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- 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.
  - 1. Except as provided in Education Code Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision.
- 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.

- 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 pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- r) 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.
- Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - "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.
- "Electronic Act" means the creation or 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:
  - A message, text, sound, video, or image.
  - 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.
  - An act of cyber sexual bullying.
    - (a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1).

- A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- (b) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- 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)(a).
- 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 Executive Director or designee's concurrence.
- y) Intentionally engaged in harassment, threats, or intimidation directed against school personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment. This section shall only apply to pupils in any of grades 4 to 12, inclusive.
- 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 student had obtained written permission to possess the item from a certificated school employee, with the Executive Director 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.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property.
- Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) 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.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this 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.

- q) 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.
- r) 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.
- s) 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.
- t) 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.
- Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - "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:
    - Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or

her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

- ii.Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
- iii.Causing a reasonable student to experience substantial interference with his or her academic performance.
- iv.Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
  - i. A message, text, sound, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited
    - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii. An act of cyber sexual bullying.
  - (a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - (b) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious

literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a).
- w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
- x) Intentionally engaged in harassment, threats, or intimidation directed against school personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment. This section shall only apply to pupils in any of grades 4 to 12, inclusive.
- 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 student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence

If it is determined by the Administrative Panel and/or Board of Trustees that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

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

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

## 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 Executive Director or the Executive Director'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 Executive Director or designee.

The conference may be omitted if the Executive Director 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 (2) 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 Executive Director or Executive Director'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. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Executive Director 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 of Trustees following a hearing before it or by the Charter School Board of Trustees upon the recommendation of an Administrative Panel, to be assigned by the Board of Trustees as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the pupil or a member of the Charter School Board of Trustees. 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 Executive Director 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 in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the 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 and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- 6. The right to inspect and obtain copies of all documents to be used at the hearing;
- 7. The opportunity to confront and question all witnesses who testify at the hearing;
- 8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

# 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.
- 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.
- 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 entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany 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 entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising 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 of Trustees, which will make a final determination regarding the expulsion. The final decision by the Board of Trustees shall be made within ten

(10) school days following the conclusion of the hearing. The decision of the Board of Trustees 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 Executive Director or designee, following a decision of the Board of Trustees to expel, shall send written notice of the decision to expel, including the Board of Trustees' 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 Executive Director 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 of Trustees' decision to expel shall be final.

## L. Expelled Pupils/Alternative Education

Parents/guardians of 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 of Trustees 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 of Trustees following a meeting with the Executive Director or designee and the pupil and parent/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 Executive Director or designee shall make a recommendation to the Board of Trustees following the meeting regarding his or her determination. The Board shall

then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The 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 that the Charter School or the 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 (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alterative educational setting.

#### 3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, 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  ${\rm IEP}/504$  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 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 direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

## 4. Due Process Appeals

The parent 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 in accordance with state and federal law, including 20 USC Section 1415(k), 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 Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 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 COVERAGE**

Governing Law: The manner by which staff members of the charter schools will be covered by the State Facilitators' Retirement System, the Public Employees' Retirement System, or federal social security. — California Education Code Section 47605.6(b)(5)(K)

# **CERTIFICATED EMPLOYEES**

Certificated employees will participate in the State Teachers' Retirement System ("STRS") and the Charter School will make the appropriate employer contributions.

## NON-CERTIFICATED EMPLOYEES

Non-certificated employees shall participate in the Public Employees' Retirement System (once approved by PERS) and/or federal social security, and the Charter School will make the appropriate employer contributions.

The Human Resources Manager is responsible for ensuring that appropriate arrangements for coverage have been made.

## **SALARY & BENEFITS**

All employees, certificated and classified, are offered a salary and benefit package comparable to District employees.

Commented [JR30]: Item #9

# **ELEMENT 12: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES**

Governing Law: The public school attendance alternatives for pupils residing within the District who choose not to attend the charter school. - California Education Code Section 47605-6(b)(5)(\(\theta L\))

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

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# **ELEMENT 13: POST-EMPLOYMENT RIGHTS OF EMPLOYEES**

Governing Law: A description of the rights of an employee of the school district, upon leaving the employment of the school district, to work in a charter school, and of any rights of return to the school district after employment at a charter school. — California Education Code Section 47605,6(b)(5)(PM)

No public school district employee shall be required to work at Stephen W. Hawking Charter School. Employees of the District who choose to leave the employment of the District to work at Stephen W. Hawking Charter School will have no automatic rights of return to the District after employment by Stephen W. Hawking Charter School unless specifically granted by the District through a leave of absence or other agreement. Stephen W. Hawking Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the school that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

All employees of Stephen W. Hawking Charter School are considered the exclusive employees of the Stephen W. Hawking Charter School and not of the District, unless otherwise mutually agreed in writing. Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to Stephen W. Hawking Charter School. Employment by the Stephen W. Hawking Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

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## **ELEMENT 14: DISPUTE RESOLUTION PROCEDURES**

<u>Governing Law:</u> 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  $47605 \div 6(b)(5)(\pm N)$ 

# DISPUTES BETWEEN STEPHEN W. HAWKING CHARTER SCHOOL AND THE SWEETWATER UNION HIGH SCHOOL DISTRICT

The Charter School and the District will be encouraged to attempt to resolve any disputes with the District amicably and reasonably without resorting to formal procedures.

In the event of a dispute between the Charter School and the District, both parties agree to apprise the other, in writing, of the specific disputed issue(s) ("dispute statement") and to refer the issue to the District Superintendent and the Charter School's Executive Director, or their respective designees. In the event that the District Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

Within 5 business days of receipt of the dispute statement, or longer if both parties agree, the Charter School Principal and the District Superintendent, or their respective designees, shall meet and confer in an attempt to resolve the dispute.

The Charter School recognizes that it cannot bind the District to a dispute resolution procedure to which the District does not agree. The following policy is intended as a starting point for a discussion of dispute resolution procedures. The Charter School is willing to consider changes to the process outlined below as suggested by the District.

The Charter School and the District will be encouraged to attempt to resolve any disputes with the District amicably and reasonably without resorting to formal procedures.

In the event of a dispute between the Charter School and the District, Charter School staff, employees and Board members of the Charter School and the District agree to first frame the issue in written format ("dispute statement") and to refer the issue to the District Superintendent and Executive Director of the Charter School, or their respective designees. In the event that the District Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a prerequisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Superintendent and Executive Director, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5)

Commented [JR33]: Item #9

business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and Executive Director, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and Executive Director, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and Executive Director, or their respective designees. Mediation shall be held within sixty (60) business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the District and the Charter School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and the Charter School.

## The District retains the right to investigate complaints at its discretion.

All written Notifications to the District and Charter School shall be addressed respectively as follows:

Dr. Joe Fulcher, Assistant Superintendent for Equity, Culture & Support Services Sweetwater Union High School District 1130 Fifth Avenue Chula Vista, CA 91911

Lorena Chavez, Executive Director and/or Kirti Srivastava, Principal Stephen W. Hawking Charter School 1355 Second Ave. San Diego, CA. 91911

# DISPUTES WITHIN THE CHARTER SCHOOL

Any dispute arising within Stephen W. Hawking STEAM Charter School, whether among or between students, staff, parents, partnering organizations or Board members, shall be resolved pursuant to the policies and processes adopted by the Board of Trustees.

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## **ELEMENT 15: CLOSURE PROCEDURES**

Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of public records. Education Code Section 47605(b)(5)(O).

Closure of the Charter School will be documented by official action of the Board of Trustees. 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 Charter School anticipates that the <a href="Principal-Executive Director">Principal-Executive Director</a> shall serve as the responsible person for closure-related activities.

The Charter School will promptly notify parents and students of the Charter School, the District, the 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 Charter School 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 Charter School 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 student records of the Charter School shall be transferred to the District upon Charter 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

Commented [JR35]: Item #6

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 nonprofit public benefit corporation. Upon the dissolution of the nonprofit public benefit corporation, all net assets shall be distributed to another public school that satisfies the requirements of paragraphs (a) through (e) of section III.A of Notice 2015-07 issued by the Internal Revenue Service and the Treasury Department entitled "Relief for Certain Participants in § 414(d) Plans" or any final regulations implementing 26 U.S.C.§ 414(d) or to a State, political subdivision of a State, or agency or instrumentality thereof. Any assets acquired from the District or District property will be promptly returned upon Charter 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.

As specified by the Budget in Appendix M, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

## **ELEMENT 16: MISCELLANEOUS CHARTER PROVISIONS**

#### A.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. Education Code Section 47605(g).

Attached as Appendix M, is Stephen W. Hawking Charter School's budget, cash flow and financial projections for the next three years of operation.

#### **B.FINANCIAL REPORTING**

Stephen W. Hawking Charter School will:

- In contract with a back office provider or accountant, maintain an accounting system using SACS to complete all transactions such as incoming revenues, purchases, bill payments, payroll and benefits, reimbursements and transfers, which shall be entered into the accounting system using SACS numbers to organize reporting.
- Adhere to the District's reporting requirements:
  - Stephen W. Hawking Charter School will provide the following reports as required by law:
    - California Basic Educational Data System (CBEDS) through CALPADS.
    - Average Daily Attendance (ADA), which includes the 20-day Certification (Actual Attendance Report); and the Annual Principal Apportionment (P1, P2, and Fiscal Year Annual Report).
    - School Accountability Report Card (SARC)
    - Local Control & Accountability Plan (LCAP)
  - Stephen W. Hawking Charter School will provide the following data and reports as required by the District:
    - Test results for all state mandated assessments, which are:
      - California Assessment of Student Performance & Progress (CAASPP)
      - California English Language Development Test (CELDT)
- The Principal at Stephen W. Hawking Charter School is responsible for collecting, reviewing and selecting all vendors. The Principal oversees and evaluates all contracted vendors (ExED, SUHSD etc.) to ensure all decisions and programs received are in accordance with the charter's mission and applicable provisions of the California Education Code. In addition, all contracts equal to or exceeding \$10,000 will need to be approved by the Hawking STEAM Charter Schools Board of Trustees.
- Stephen W. Hawking Charter School will promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records, from the District, the San Diego County Office of Education, and/or from the Superintendent of Public Instruction pursuant to Educational Code Section 47604.3
- Stephen W. Hawking Charter School will provide the District with present and future line item budgets for the Charter School as required by the District and will meet all other financial reporting requirements as outlined in Education Code Section 47604.33 including the following financial reporting requirements:

- On or before July 1, a preliminary budget
- By July 1, an annual update (LCAP) required pursuant to Education Code Section 47606.5
- On or before December 15, an interim financial report. This report shall reflect changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit for the preceding fiscal year shall be delivered to the District, State Controller, California Department of Education and County Superintendent of Schools.
- On or before March 15, a second interim financial report. This report shall reflect changes through January 31.
- On or before September 15, a financial unaudited report for the full prior year.

#### **C.INSURANCE**

No coverage shall be provided to Stephen W. Hawking Charter School by the District under any of the District's self-insured programs or commercial insurance policies. Stephen W. Hawking Charter School secures and maintains, as a minimum, insurance as set forth below with insurance companies acceptable to the District in order to protect Stephen W. Hawking Charter School from claims, which may arise from its operations. Stephen W. Hawking Charter School shall meet the following insurance requirements (Appendix I).

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

The following insurance policies are required:

- 1. Workers' Compensation Insurance in accordance with provisions of the California Labor Code, adequate to protect the charter school from claims under Workers' Compensation Acts, which may arise from its operations, including Employers Liability Limits of \$5,000.000.
- 2. Commercial General Liability. Stephen W. Hawking Charter School shall maintain throughout the term of this MOU, at its own expense, general liability insurance with limits of liability of \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If any form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required per occurrence limit. This insurance shall include products and completed operations of the same limits as the policy limits. This insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents, and volunteers as additional insured's; and (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District.
- 3. Commercial Automobile Liability. Stephen W. Hawking Charter School shall maintain throughout the term of this MOU at its own expense automobile liability insurance with limits of liability of \$1,000,000 per occurrence, for owned, non-owned or hired vehicles. If any form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. Such insurance shall apply to any automobile, Symbol 1 of

the ISO Form. Such insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents, and volunteers as additional insured's; and (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District.

- 4. Fidelity Bond (Employee Dishonesty) Coverage shall be maintained by Stephen W. Hawking Charter School to cover all charter school employees who handle, process, or otherwise have responsibility for charter school funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence, with no self-insured retention.
- 5. Professional Educators Errors and Omissions liability coverage including sexual molestation and abuse coverage [if that coverage is not afforded elsewhere in the Commercial General Liability policy by endorsement or by separate policy] with minimum limits of \$1,000,000 per occurrence.

Coverage and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies. The policy shall be endorsed to name Sweetwater Union High School District as named additional insured and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and the charter school's insurance primary despite any conflicting provisions in the charter school's policy.

Should Stephen W. Hawking Charter School deem it prudent and/or desirable to have insurance coverage for damage or theft to school, employee or student property, for student accident, or any other type of insurance coverage not listed above, such insurance shall not be provided by the District and its purchase shall be the responsibility of Stephen W. Hawking Charter School. Administration shall maintain comprehensive range of insurance coverage, commensurate with that of other public schools and/or nonprofit organizations of similar type and size, to protect both itself and the District.

#### D. ADMINISTRATIVE SERVICES

<u>Governing Law</u>: The manner in which administrative services of the school are to be provided. Education Code Section 47605(g).

Stephen W. Hawking Charter School contracts with ExED, for the provision of fiscal services, budget, accounting, payroll and back office support. With the management of ExED, Stephen W. Hawking Charter School elects to receive funding directly from the State of California through the County Treasurer in accordance with applicable law. Stephen W. Hawking Charter School acts as its own fiscal agent. While Stephen W. Hawking Charter School does not expect the District to advance to Stephen W. Hawking Charter School future revenues (i.e., smooth out the Charter School's revenue stream), nothing in this charter shall prevent the District from electing to do so at Stephen W. Hawking Charter Schools' request. Stephen W. Hawking Charter School is responsible for recovering from the state all eligible mandated costs applicable to Stephen W. Hawking Charter School.

Stephen W. Hawking Charter School implements fiscal and personnel management policies, procedures and record keeping practices. Stephen W. Hawking Charter School Principal is

responsible for working with ExED to prepare an annual budget for the Stephen W. Hawking Board to consider and approve. The budget supports a business relationship with ExED to manage and record all expenses, income, and commitments and to continually reconcile these actions with the budget.

Stephen W. Hawking Charter School's Administration is responsible for establishing policies and procedures for coordinating school and Board authority and communication. Stephen W. Hawking Charter School operations include regular meetings between the Principal and ExED in order to routinely complete a variance analysis of the budget.

Board-adopted procedures specify that deviations/variances from the proposed budget are reviewed with ExED in order to make necessary adjustments and, as necessary, report changes and/or recommendations to the Board. The Principal works closely with the Board Chair to address any issues or recommendations that require Board notification or action. In addition, the Principal maintains monthly cash flow spreadsheets with actual expenditures, encumbrances and variances. That report is presented at each Board meeting.

#### E.FACILITIES

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

Stephen W. Hawking Charter School is located at 1355 Second Ave. San Diego, CA. 91911.

- a) LOCATION: As of July 2018, Stephen W. Hawking 1, will acquire the property that will be located at the new construction site known as: Otay Ranch Village 3 Lot 3ab on Heritage Road in Chula Vista, CA. 91911 - approximately 3.5 miles from the current Stephen W. Hawking I Charter School.
- b) EVALUATION: Stephen W. Hawking has acquired the services of Turner-Agassi Charter School Facilities Fund (TACSFF) who underwrites and determines the feasibility of its projects in the acquisitions of facilities for charter school. Turner Agassi Charter School Facilities Fund has built 70 schools over the past 5 years, all with high-performing charter school operators who desire to one day potentially own their own facilities. In addition, Stephen W. Hawking has acquired the legal services of John Lemmo from Procopio Law Firm, who specializes in school
- c) FUNDING: When evaluating project budgets and affordability to the school, TACSFF considers several elements:
  - Cost per seat: this metric provides a high level understanding as to the overall affordability of the development of the school campus, including acquisition price, hard costs and soft costs. Typically in Southern California, TACSFF aims for the cost per seat metric to fall in the \$23,000 to \$25,000 range. In the case of the Hawking I project, the overall cost per seat is \$18,672 (including contingencies). This indicates a highly affordable development project.
  - Rent as a percentage of budget: TACSFF expects that rent from the school to TACSFF should not exceed 20% of revenues in any given year. In the case of

- Hawking I, rental costs are in the range of 17-19% of gross revenue. This percentage is expected to decrease given any cost savings TACSFF may realize in the project.
- Development budget savings benefit the school: Savings to the development budget will benefit the school by reducing its annual rent and ultimate purchase option pricing.
- Budget consists of actual costs: The development budget consists purely of the actual costs involved in building the school. TACSFF does not charge a development fee or include a charge for its employees in the budget; TACSFF also does not require any type of down payment or equity contribution from the school. TACSFF fully funds all development costs.
- Option to purchase: TACSFF serves as a "bridge to home ownership" and is motivated to help the school reach stabilization so it can afford to ultimately purchase the facility. The purchase option prices are determined from the outset and are embedded into the Lease. The school is able to purchase the facility from TACSFF in it 4th or 5th year. TACSFF has already had 10 of its portfolio schools purchase their facilities from TACSSF. In all cases, the schools have obtained optimal long-term financing and in most cases TACSFF has aided in this effort by introducing schools to the appropriate underwriters and bond counsel. TACSFF would do the same for Hawking from the very beginning. In the event that Hawking chooses not to purchase the facility from TACSFF, it will enjoy a 29-year lease with annual escalators starting in Year 6 of 2.25%; the escalator of 2.25% is extremely reasonable and below typical market rates in order to ensure continued long-term affordability for the school.

RECRUITMENT & RETENTION: Stephen W. Hawking I Charter School will develop a comprehensive Recruitment and Retention plan to ensure annual maximized enrollment at the new school site; and that it retains its students year-after-year with the input of its stakeholders and approval of its governing board. In addition, in order to ensure it retains its former students when the school relocates, Stephen W. Hawking 1 plans to seek a material revision of its charter that addresses both facilities and admission preferences.

#### F.TRANSPORTATION

Transportation will not be provided by Stephen W. Hawking Charter School except as required by law for students with disabilities in accordance with a student's IEP. Students beyond walking distance will be encouraged to use public transportation. Stephen W. Hawking Charter School may contract with the public transit system for reduced fair bus passes for students and may provide passes to free and reduced qualified students who do not live within walking distance to school.

#### G. POTENTIAL CIVIL LIABILITY EFFECTS

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

Stephen W. Hawking Charter School is operated by the Stephen W. Hawking Charter Schools, a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Commented [JR36]: Item #8

Pursuant to Education Code Section 47604(c), an authority that grants a charter to a charter school operated by 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. Stephen W. Hawking Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of Stephen W. Hawking Charter School.

The corporate bylaws (Appendix C) of Stephen W. Hawking Charter School provides for indemnification of its Board of Trustees, officers, agents, and employees, and Stephen W. Hawking Charter School maintains general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks (Appendix I). As stated above, insurance amounts are determined by recommendation of the District and Stephen W. Hawking Charter School 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 Stephen W. Hawking Charter School.

The Board of Trustees institutes appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

In addition, Stephen W. Hawking Charter School has negligible financial impact and contributes positively to the Sweetwater Union High School District because:

- Stephen W. Hawking Charter School works with the charter community's
  recommended professionals to advise Stephen W. Hawking Charter School in the best
  business practices for charter schools, including the California Charter Schools
  Association (CCSA) and its consultants.
- Stephen W. Hawking Charter School has hired ExED for fiscal accountability
- Stephen W. Hawking Charter School has a highly qualified Principal
- Stephen W. Hawking Charter School is operated by the Stephen W. Hawking Charter School, a non-profit public benefit corporation.
- Stephen W. Hawking Charter School carries appropriate insurance, including liability, errors and omissions insurance.
- Stephen W. Hawking Charter School recognizes the need for annual school visits from the District and the development of a cooperative relationship
- Stephen W. Hawking Charter School pays for any services not required from the District to provide, per a separate MOU.

Stephen W. Hawking Charter School provides choice for students and facilities in the Sweetwater Union High School District.

#### TERM OF THE CHARTER

The term of this charter renewal shall be for a five-year period beginning July 1, 2017 and ending on June 30, 2022.

APPENDIX A: DATA QUEST REPORTS

APPENDIX B: ARTICLES OF INCORPORATION

APPENDIX C: BOARD BYLAWS

APPENDIX D: BOARD ROSTERS

APPENDIX E: RESUMES

APPENDIX F: CONFLICT OF INTERST CODE/POLICY

APPENDIX G: EMPLOYEE HANDBOOK

APPENDIX H: 2016-17 LCAP

APPENDIX I: CERTIFICATE OF LIABILITY INSURANCE

APPENDIX J: UNIFORM COMPLAINT PROCEDURES

APPENDIX K: COMPREHENSIVE SCHOOL SAFETY PLAN

APPENDIX L: PARENT/STUDENT HANDBOOK

APPENDIX M: LETTERS OF SUPPORT

APPENDIX N: 5-YEAR BUDGET; 3-YEAR CASH FLOW



## Board Item - K.-1.

#### **Issue:**

Consultant Agreements Over \$5,000.

## **Superintendent's Recommendation:**

Approve Report on Consultant Agreements Over \$5,000.

## **Analysis**:

This report continues staff's commitment to provide detailed information on consultants. This summary report and its backup materials continue the iterative process of developing a reporting and accountability mechanism available for the board of trustees to approve all consulting agreements over \$5,000 that had been previously reported by individual departments throughout the agenda. The supplemental information included identifies the consultant's name, executive committee member responsible, description of services rendered, justification, and dollar amount, as well as whether the expenditure is likely to encompass the **entire year's work** or is simply a one-time expenditure.

The summary report has been formatted to include a breakdown by major operational divisions within the school district including:

- \* Superintendent
- \* Facilities and Operations
- \* Division of Fiscal Services
- \* Equity Culture & Support Services
- \* Teaching & Learning
- \* Leadership Development & Systems Innovations
- \* Grants/Communications
- \* Human Resources

This report has also been categorized into "annual" consultants' contracts versus "one-time" contracts. "Annual" contracts are those that are not likely to return to the board, as this is the contract for annual services. Those marked as "one-time" may return to the board during the year as their services are used by other school sites or departments. In this report there are zero percent for those annual contracts above

\$5,000. One hundred percent are one-time expenditures.

All consultant agreements are on file in the office of the chief financial officer.

# Fiscal Impact:

None.

## **ATTACHMENTS:**

Description Type

□ K-1 Report #1 Backup Material□ K-1 Agreements #2 Backup Material

#### CONSULTANTS OVER \$5,000 REPORT April 10, 2017

			FUNDING SOU	IRCE*						YEAR-TO-				
		CABINET						AMOUNT		DATE	ANNUAL/		START	
CONSULTANT'S NAME		MEMBER	CAT.	G.F.	GRANT	SPEC ED	FUNDS	W/DRAWN	AMOUNT	TOTAL	ONE TIME	REF. NO.	DATE	END DATE
SUPERINTENDENT	(JANNEY)													
None														
FACILITIES AND OPERATIONS	(AGUIRRE)													
None														
DIVISION OF FISCAL SERVICES	(MICHEL)													
None														
<b>EQUITY, CULTURE &amp; SUPPORT SERVICES</b>	(FULCHER)													
Mendes Training and Consulting, Inc.		Dr. Fulcher				X			\$2,800	\$14,800	One-Time	2	04/11/17	06/30/17
TEACHING & LEARNING	(ALVAREZ)													
Peterson's Nelnet, LLC, Peterson's Velocity	State & Fed	Alvarez			Х				\$12,000	\$12,000	One-Time	3	05/16/17	05/31/17
PIQE (Parent Institute for Quality Ed.)	State & Fed	Alvarez			X				\$3,000	\$38,000	One-Time	4	04/11/17	05/30/17
LEADERSHIP DEV. & SYSTEMS INNOVATION	ONS(CARBERRY	[ ()												
None	•													
GRANTS /COMMUNICATIONS	(RUBIO)													
None														
HUMAN RESOURCES	(GLOVER)													
None														

Total Categorical Expenditures	<b>\$0</b>	\$150,050
Total General Fund Expenditures	<b>\$0</b>	\$143
Total Grant Expenditures	\$15,000	\$157,514
Total Special Education Expenditures	\$2,800	\$2,800
Total Other Funds Expenditures	\$0	\$139,000
TOTAL EXPENDITURES	\$17,800	\$454,507

Annual Contracts = 0% of Total Expenditures
One Time Contracts 100% of Total Expenditures

\*CAT. = Categorical

\*G.F. = General Fund - Unrestricted

Adult Ed.; Building Fund; Cafeteria Fund

\*Board member(s) needing to recuse.

Consultant exceeded limit of under \$5,000 report; is now over \$5,000 for the year

Site/Dept: Equity and Culture Originator: Mariana Gomez
Name of Consultant: Mendes Training and Consulting, Inc. (MTC)
Category (For Cabinet Secretary Use Only): Equity, Culture/Supt. Svcs.
Starting Date of Services: 4/11/17 Ending Date: 6/30/17
(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)
Description (nature of services):
Dr. Ernie Mendes of Mendes Training and Consulting, Inc., will provide the staff at Chula Vista Middle School a professional development training called "The Social & Emotional Brain of the Adolescent". This session will provide teachers with tools to create a positive classroom climate to enhance learning and collaboration.
For questions regarding this item, please contact Dr. Joe Fulcher at (619) 691-5533 or joe.fulcher@sweetwaterschools.org.
Justification (Why is the use of this consultant necessary? Could existing staff perform this function? If not, why not?):
Chula Vista Middle is one of the district's restorative pilot schools. This training will provide information and strategies for teachers as the district continues to develop a positive and healthy classroom climate for students and staff. Dr. Mendes is an expert at providing tools to create a positive classroom climate that enhances learning and collaboration.
Cabinet Member Responsible: Dr. Fulcher, Equity/Cult./Supt. Svcs.
Funding Source (e.g. Title I): Equity LCAP Budget  Percurse Code: 0900
Resource Code: 0900  Total Amount: \$2,800.00 Annual One Time $\sqrt{\text{(}\sqrt{\text{one only)}}}$
Total Amount. \$2,000.00 Annual One lime V (Vone Only)

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Site/Dept: State and Federal Pgms Originator: LuzElena Perez Name of Consultant: Peterson's Nelnet, LLC, Peterson's Velocity Category (For Cabinet Secretary Use Only): Teaching and Learning Starting Date of Services: 5/16/17 Ending Date: 5/31/17 (PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED) Description (nature of services): Consultant Peterson's Nelnet, LLC, dba Peterson's Velocity, will provide a professional development workshop on May 16, 2017, to educators of St. Rose of Lima School, St. Pius X School, St. Charles Catholic School and Our Lady of Mt. Carmel School. The workshop will include Science, Technology, Engineering, Art, and Math (STEAM) Implementation. The presentation will provide participants with practical strategies to implement a STEAM program at their site. The participants will be able to ask questions to other educators in the field who created a STEAM program from concept to execution. Partakers will be given the tools that will support student learning in the areas of Science, Technology, Engineering, Art and Math curriculum, and ideas for easy-to-do, classroom-based and student-driven projects. Participants will receive outline of roles and responsibilities of a successful STEAM team and will have time to reflect on how they will be able to bring their STEAM dream back to their local school. For questions regarding this board item, please contact Ana (619) 691-5546 Alvarez at. ana.alvarez@sweetwaterschools.org. Justification (Why is the use of this consultant necessary? Could existing staff perform this function? If not, why not?): The Every Student Succeeds Act (ESSA) for Private Schools requires public school districts to award private schools within their attendance areas with funding. This expenditure is an appropriate use of Title I Funds for professional development in working with private schools. Cabinet Member Responsible: Ana Maria Alvarez, Teaching/Learning Funding Source (e.g. Title I): Title I Grant Funds, Resource Code: 3010 Annual One Time  $\sqrt{(\sqrt{\text{one only}})}$ Total Amount: \$12,000

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Site/Dept: State and Federal Pgms Originator: LuzElena Perez
Name of Consultant: PIQE-Parent Institute for Quality Education
Category (For Cabinet Secretary Use Only): Teaching and Learning
Starting Date of Services: 4/11/17 Ending Date: 5/30/17
(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)
Description (nature of services):
This board item was previously approved by the board of trustees on October 10, 2016, Board Agenda Item K-1, page 6. Since then, Sweetwater High School has requested to increase their funding, originally approved for \$2,000, by \$3,000, in order to maximize parent engagement participation. As part of an effort to increase achievement for English Language Learners, Consultant Parent Institute for Quality Education (PIQE) will work with Sweetwater Union High School students identified as English Learners' (EL) parents to build a strong community partnership. PIQE will recruit parents by phone, provide a needs assessment session, and a series of weekly training sessions for parents.
For questions regarding this board item, please contact Ana Maria Alvarez at (619) 691-5546 or ana.alvarez@sweetwaterschools.org.
Justification (Why is the use of this consultant necessary Could existing staff perform this function? If not, why not?):
Consultant PIQE has the necessary staff, resources, qualifications and expertise to conduct effective parent trainings.
Cabinet Member Responsible: Ana Maria Alvarez, Teaching/Learning Funding Source (e.g. Title I): Title I Grant Funds, Resource Code: 3010
Total Amount: $\$3,000$ Annual One Time $\sqrt{}$ ( $\sqrt{}$ one only)

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*Requisition No *Site Contact	*Telephone No.
SWEETWATER UNION HIGH SCHOOL DISTRICT CONSULTANT/PROFESSIONAL EXPERT AGREEMENT	DISTRICT OFFICE Certificated USE ONLY Classified N/A
THIS AGREEMENT is made and entered into this  * 1  SWEETWATER UNION HIGH SCHOOL DISTRICT, hereinafter re	day of *April , 20 1/20 17 by and between the
Hereinafter referred to as CONSULTANT. WITNESSETH	
	DISTRICT to contract with and employ persons to furnish specials are specially trained, experienced and competent to perform the
WHEREAS, CONSULTANT represents that this person is spe services called for by this Agreement; and	cially trained, experienced, and competent to provide such special
WHEREAS, DISTRICT has determined that it has a need to ent described herein;	er into this Agreement with CONSULTANT for the special services
NOW, THEREFORE, the parties agree as follows:	
Amelica: CONSULTANT's Services  (a) CONSULTANT hereby agrees to perform the follow to provide all needed materials and supplies. (ATTACH ADD	ding necessary services to the satisfaction of DISTRICT and DITTRICT and DITTRICT AND DITTRICT AND DISTRICT AND DIST
	ent and other designated DISTRICT representatives fully to DISTRICT such oral and written reports as DISTRICT may
Article (2) CONSULTANT's Fee DISTRICT shell pay to pursuant to this Agreement the sum of TCAO OF TAXA for Travel Lodging and/or Meals (\$*	CONSULTANT for the performance of all services rendered colors. Colors Amount Billing Required) Total Contract Amt. (\$200)
pursuant to the following schedule after receipt and approv	EULTANTs Payment of CONSULTANT's fee shall be made all by DISTRICT of such reports as DISTRICT may specify to ne work to which each payment pertains. (Attach schedule if
	NDITIONS-Boxed area must be completed by CONSULTAN
Are you a retired school employee?  ———— Yes ———— No	CONSULTANT
Are you currently employed by the Sweetwater Union High School District or any other school district?  Yes No	Dr. Evine Lendes
If yes, which district?	Consultant's Name
If you presently work for a school district or retired from a school district you will be paid through the payroll system.	Authorized Signature
Consultant's Signature I certify that I am not being compensated by my school district of employment for the same time that I am performing this service. I further certify that I have not been convicted of a felony, act of moral turpitude, or a sex or narcotic offense. Furthermore, to the best of my knowledge, I am free of tuberculosis.	Address         State         Zip           Telephone : Hm ( ) Wk ( )

- Article 5. Hold Harmless and Indemnification CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees agents, assigns or subcontractors as they relate to the service to be provided under this Agreement. CONSULTANT agrees to indemnify and to hold free and harmless DISTRICT, its officers, agents and employees from all loss, liability, damages, costs or expenses that may or might at any time arise or be asserted against DISTRICT, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.
- Article 6. Worker's Compensation Insurance CONSULTANT agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Worker's Compensation Act is filed against DISTRICT, CONSULTANT agrees to defend and hold harmless the DISTRICT from such claim.
- **Article 7.** Ownership of Work Product All products of work performed pursuant to this Agreement will be the sole property of DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT.
- Article 8. <u>Termination of Agreement</u> DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONSULTANT fail to perform any of the terms and conditions hereof at the time and places set forth herein. In the event of such termination, CONSULTANT shall be paid the reasonable value of the services rendered up to the date of such termination, less any payments theretofore made, as determined by DISTRICT, and the CONSULTANT hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

DISTRICT may also terminate this Agreement at any time and for any reason by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by DISTRICT as provided in this Section, CONSULTANT shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONSULTANT of notice of termination and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to specific request by DISTRICT for the performance of such work.

- Article 9. Status of CONSULTANT It is expressly understood that at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement CONSULTANT is acting as an independent CONSULTANT and not as an officer, agent, or employee of DISTRICT. CONSULTANT shall be responsible for all salaries, payments and benefits for all of its officers, agencies, assigns, subcontractors and employees in performing services pursuant to this Agreement. The CONSULTANT understands that he/she and all of his/her employees are not entitled to benefits of any kind or nature normally provided to employees of the District.
- **Article 10. Assignment** No portion of this Agreement or any of the work to be performed hereunder may be assigned by CONSULTANT, without express written consent of DISTRICT, and without such consent all services hereunder are to be performed solely by CONSULTANT.

**Article 11.** <u>Alterations or Variance</u> No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

GOAL FUNCTION OBJECT SCHOOL CODE COST CENTER PSEUDO#

RESOURCE YEAR

FUND

DISTRICT OFFICE USE ONLY	(COMPLETE BUDGET NUMBER IS REQUIRED)
SWEETWATER UNION HIGH SCHOOL DISTRICT	*
Karen Michel, CFO	Site Principal or Cabinet Member Signature
Date20 Pursuant to Resolution No. 2496, for contracts.	This Agreement was approved by official action of the Board of Trustees of the Sweetwater Union High School District on Item No

*Requisition No *Site Contact State & Fe	deral, Thelma Stevenson *Telephone No. (619) 934-8164
SWEETWATER UNION HIGH SCHOOL DISTRICT	DISTRICT OFFICE Certificated
CONSULTANT/PROFESSIONAL EXPERT AGREEMENT	USE ONLY ClassifiedN/A
THIS AGREEMENT is made and entered into this  SWEETWATER UNION HIGH SCHOOL DISTRICT, hereinafter re  *****PETERSON'S NELNET, LLC dba: PETER	
Hereinafter referred to as CONSULTANT. WITNESSETH	
	DISTRICT to contract with and employ persons to furnish special are specially trained, experienced and competent to perform the
WHEREAS, CONSULTANT represents that this person is specific services called for by this Agreement; and	cially trained, experienced, and competent to provide such special
WHEREAS, DISTRICT has determined that it has a need to enter described herein;	er into this Agreement with CONSULTANT for the special services
NOW, THEREFORE, the parties agree as follows:	
(a) CONSULTANT hereby agrees to perform the follow to provide all needed materials and supplies, (ATTACH ADD Workshop to Educators of St. Rose of Lima School, St. Plus X School, St. (b) CONSULTANT shall keep DISTRICT Superintended	Ing necessary services to the satisfaction of DISTRICT and ITTIONAL PAGES IF NECESSARY) Professional Development  Charles Catholic School and Our Lady of Mt. Carmel School, May 16, 2017 and other designated DISTRICT representatives fully of DISTRICT such oral and written reports as DISTRICT may
pursuant to this Agreement the sum of *twelve thousand ********	CONSULTANT for the performance of all services rendered dollars, Amount Billing Required) Total Contract Amt. (\$*12,000.00
pursuant to the following schedule after receipt and approve	<u>ULTANTs</u> Payment of CONSULTANT's fee shall be made all by DISTRICT of such reports as DISTRICT may specify to see work to which each payment pertains. (Attach schedule if
SEE REVERSE SIDE FOR ADDITIONAL TERMS AND COM	IDITIONS_Boxed area must be completed by CONSULTANT
MUST BE COMPLETED BY CONSULTANT	
Are you a retired school employee?  ——— Yes ——— No	CONSULTANT
	Peterson's Nelnet, LLC dba: Peterson's Velocity
Are you currently employed by the Sweetwater Union High School District or any other school district?  Yes No	Company
If yes, which district?	Consultant's Name
If you presently work for a school district or retired from a school district you will be paid through the payroll system.	Authorized Signature
Consultant's Signature I certify that I am not being compensated by my school district of employment for the same time that I am performing this service. I further certify that I have not been convicted of a felony, act of moral turpitude, or a sex or narcotic offense. Furthermore, to the	Address  City State Zip  Telephone: Hm ( ) - Wk ( ) -

best of my knowledge, I am free of tuberculosis.

- Article 4. <u>Time of Performance and Term of Agreement</u> The services called for under this Agreement shall be provided by CONSULTANT during the period commencing on the date of receipt by CONSULTANT from DISTRICT, and ending on \*05/31/17 ................ It shall be expressly understood by CONSULTANT that time is of the essence of this Agreement and DISTRICT may terminate this Agreement in the event of unexcused delay in CONSULTANT's performance hereunder.
- Article 5. Hold Harmless and Indemnification CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees agents, assigns or subcontractors as they relate to the service to be provided under this Agreement. CONSULTANT agrees to indemnify and to hold free and harmless DISTRICT, its officers, agents and employees from all loss, liability, damages, costs or expenses that may or might at any time arise or be asserted against DISTRICT, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.
- Article 6. Worker's Compensation Insurance CONSULTANT agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Worker's Compensation Act is filed against DISTRICT, CONSULTANT agrees to defend and hold harmless the DISTRICT from such claim.
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- Article 8. <u>Termination of Agreement</u> DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONSULTANT fail to perform any of the terms and conditions hereof at the time and places set forth herein. In the event of such termination, CONSULTANT shall be paid the reasonable value of the services rendered up to the date of such termination, less any payments theretofore made, as determined by DISTRICT, and the CONSULTANT hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

DISTRICT may also terminate this Agreement at any time and for any reason by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by DISTRICT as provided in this Section, CONSULTANT shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONSULTANT of notice of termination and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to specific request by DISTRICT for the performance of such work.

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- **Article 11.** Alterations or Variance No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

	FUND	RESOURCE	YEAR	GOAL	FUNCTION	OBJECT	SCHOOL CODE	COST CENTER	PSEUDO#
	01	3010	х	1110	1000	5810	varied site accts	419	varied
DIS	RICT OF	FICE USE O	NLY		(COMPL	ETE BUDGE	T NUMBER IS R	EQUIRED)	
,	SWEETWA	TER UNION HIG	н ѕсноо	L DISTRICT					
					*				
					_ [	Si	te Principal or Cabin	et Member Signatur	·e

Date \_\_\_\_\_\_ 20\_\_\_ This Agreement was approved by official action of the Board of Trustees of the Sweetwater Union High School District on \_\_\_\_\_\_ .

Item No. \_\_\_\_\_\_ .

*Requisition No *Site Contact M. Gavin/C	wellar-Martinez (SUH) *Telephone No. (619) 474-9700
SWEETWATER UNION HIGH SCHOOL DISTRICT	DISTRICT OFFICE Certificated
CONSULTANT/PROFESSIONAL EXPERT AGREEMENT	USE ONLY ClassifiedN/A
THIS AGREEMENT is made and entered into this  SWEETWATER UNION HIGH SCHOOL DISTRICT, hereinafter refe  ******PARENT INSTITUTE for QUALITY EDUC	erred to as DISTRICT, and *
Hereinafter referred to as CONSULTANT. WITNESSETH	
	ISTRICT to contract with and employ persons to furnish special are specially trained, experienced and competent to perform the
WHEREAS, CONSULTANT represents that this person is speci services called for by this Agreement; and	ially trained, experienced, and competent to provide such special
WHEREAS, DISTRICT has determined that it has a need to ente described herein;	r into this Agreement with CONSULTANT for the special services
NOW, THEREFORE, the parties agree as follows:	
	ing necessary services to the satisfaction of DISTRICT and TIONAL PAGES IF NECESSARY) Ploe will provide a needs
pursuant to this Agreement the sum of *five thousand	CONSULTANT for the performance of all services rendered dollars, Amount Billing Required) Total Contract Amt. (\$* 5,000,00 \$ )
pursuant to the following schedule after receipt and approva	ULTANTs Payment of CONSULTANT's fee shall be made by DISTRICT of such reports as DISTRICT may specify to e work to which each payment pertains. (Attach schedule if
SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CON	DITIONS-Boxed area must be completed by CONSULTAN
MUST BE COMPLETED BY CONSULTANT	•
Are you a retired school employee?  ——— Yes ——— No	CONSULTANT
	Parent Institute for Quality Education (PIQE)
Are you currently employed by the Sweetwater Union High School District or any other school district?  Yes No	Company
If yes, which district?	Consultant's Name
If you presently work for a school district or retired from a school district you will be paid through the payroll system.	Authorized Signature
Consultant's Signature I certify that I am not being compensated by my school district of employment for the same time that I am performing this service. I further certify that I have not been convicted of a felony, act of moral turnitude, or a sex or parcolic offense. Furthermore, to the	Address  City State Zip

best of my knowledge, I am free of tuberculosis.

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FUND	RESOURCE	YEAR	GOAL	FUNCTION	OBJECT	SCHOOL CODE	COST CENTER	PSEUDO#
01	3010	x	1110	2495	5810	260	403	pending

DISTRICT OFFICE USE ONLY	(COMPLETE BUDGET NUMBER IS REQUIRED)
SWEETWATER UNION HIGH SCHOOL DISTRICT	*
Karen Michel, CFO	Site Principal or Cabinet Member Signature
Date20 Pursuant to Resolution No. 2496, for contracts.	This Agreement was approved by official action of the Board of Trustees of the Sweetwater Union High School District on  Item No



Board Item - K.-2.

<u>Issue</u>:

Donations to the district.

## **Superintendent's Recommendation:**

Approve/ratify donations to the district in accordance with Resolution No. 2501, and accept Report on Donations.

## **Analysis**:

In accordance with annual board Resolution No. 2501, the board authorizes the acceptance of donations in the form of money and/or equipment on behalf of the district. This resolution addresses all types of allowable donations that can be made to the district whether to a site or directly to the administration center. Staff recommends acceptance of the donations listed in the attached report.

For questions regarding this board item, please contact Karen Michel at 619/691-5550 or karen.michel@sweetwaterschools.org.

Fiscal Impact:

None.

**ATTACHMENTS:** 

Description

Type

Donations Report April 2017

Backup Material

## SWEETWATER UNION HIGH SCHOOL DISTRICT

# **Donations for Approval/Ratification**

Presented to the Board of Trustees on April 10, 2017

			Amount/Value
School Site/Department	<b>Donated By</b>	Purpose of Donation	of Donation
Ratification (\$1,000 and Un			
Castle Park Middle School	Michelle Bricken	Funds will be used to support Castle Park Middle School ASB Disneyland transportation.	\$200.00
Castle Park Middle School	Cathy Margan	Funds will be used to purchase T-Shirts for the Math Field Day.	\$120.00
Eastlake High School	Jodi Dela Pena	Funds will be used to support Eastlake High School Golf Program.	\$100.00
Eastlake High School	Hanaoka Enterprises, Inc.	Funds will be used to support Eastlake High School Golf Program.	\$1,000.00
Eastlake High School	Community Health Group	Funds will be used to support Eastlake High School Track Program.	\$1,000.00
Olympian High School	Richard B. Reynolds	Funds will be used to support Olympian High School Academic Decathlon Program.	\$25.00
Olympian High School	Ruth Bodziock	Funds will be used to support Olympian High School Academic Decathlon Program.	\$25.00
Olympian High School	Barbara Divida	Funds will be used to support Olympian High School Academic Decathlon Program.	\$50.00
Olympian High School	Connie Hurst	Funds will be used to support Olympian High School Academic Decathlon Program.	\$20.00
Otay Ranch High School	iRepair San Diego	Funds will be used to support Olympian High School Softball Program.	\$500.00
Otay Ranch High School	NuYo Frozen Yogurt-Eastlake	Funds will be used to support Otay Ranch High School Volleyball Program.	\$600.00
Sweetwater High School	Joe Bonilla	Funds will be used to support Sweetwater High School Boys' Basketball Program.	\$50.00
Sweetwater High School	Deanna Risos DMD, PC	Funds will be used to support Sweetwater High School Special Abilities Cluster (SAC) Club.	\$700.00 Amount/Value
School Site/Department	Donated By	Purpose of Donation	of Donation
Approval (Over \$1,000)	Donatou Dy	Turpood of Dominon	
Bonita Vista High School	I-Hua Huang	Funds will be used to support Bonita Vista High School Boys' Tennis team.	\$5,000.00
Bonita Vista High School	Cuyamaca College Automotive Technology	Vehicle will provide hands-on maintenance and repair opportunities for students.	\$4,152.00

## SWEETWATER UNION HIGH SCHOOL DISTRICT

# **Donations for Approval/Ratification**

# Presented to the Board of Trustees on April 10, 2017

School Site/Department	Donated By	Purpose of Donation	Amount/Value of Donation
Approval (Over \$1,000)	Donated By	1 urpose of Donation	<b>32 2 333333</b>
Olympian High School	Alvarado Hospital Medical Center	Funds will be used to support Olympian High School Boys' Golf team.	\$1,500.00
Otay Ranch High School	U.S. Army	Funds will be used to purchase athletic equipment and upgrades to weight room.	\$2,500.00
Sweetwater High School	Nancy Jones	Funds will be used to support Sweetwater High School Special Abilities Cluster (SAC) Club.	\$1,300.00

Total \$18,842.00



## Board Item - K.-3.

## <u>Issue</u>:

Professional conference and workshop expenses.

## **Superintendent's Recommendation:**

Approve professional conference and workshop expenses of district employees.

## **Analysis**:

The board of trustees has authority, under Education Code Sections 35044, 35172, and 44032, to reimburse employees for necessary travel expenses.

Board Policy 3350, Travel Expenses, and Administrative Regulation 3351, Reimbursement for Travel and Other Expenses Incurred for Conferences, Meetings, Classroom/School Visitations, and Other Professional Growth Activities, provides greater flexibility to the traveler while not violating the district's existing internal controls.

Under the auspices of that policy, fiscal services will provide a monthly report to the board listing those conference and workshop expenses over \$2,500 requiring prior approval of the board of trustees. However, all board and superintendent's travel and conferences will be taken before the board for approval.

For questions regarding this board item, please contact Karen Michel at 619/691-5550 or karen.michel@sweetwaterschools.org.

## <u>Fiscal Impact</u>:

Expenditure of \$7,500, from the Categorical Fund, and \$7,435, from the Special Education Fund.

#### **ATTACHMENTS:**

Description

Type

Conferences Report April 2017

Backup Material

#### CONFERENCES/WORKSHOPS REPORT April 10, 2017

LAST NAME	FIRST NAME	START DATE	END DATE	LOCATION	EVENT	Cabinet Member	ESTIMATED COST	FUNDING SOURCE RESOURCE CODE
APPROVAL								
Martinez	Hugo	05/08/17	05/12/17	San Diego, California	Gallup, Inc Accelerated Strengths Coaching	Alvarez	\$3,750.00	Categorical Fund/3010
Saucedo	Carlos	04/23/17	04/26/17	National Harbor, Maryland	LRP's National Institute on Legal Issues of Educating Individuals With Disabilities	Alvarez	\$4,011.00	Special Education Fund/6500
Sturges Sturm-Gonzalez	Savannah Michelle	05/08/17 04/23/17	05/12/17 04/26/17	San Diego, California National Harbor, Maryland	Gallup, Inc Accelerated Strengths Coaching LRP's National Institute on Legal Issues of Educating Individuals With Disabilities	Alvarez Alvarez	\$3,750.00 \$3,424.98	Categorical Fund/3010 Special Education Fund/6500

#### RATIFICATION

Categorical Fund	\$7,500.00
General Fund	\$0.00
Cafeteria Fund	\$0.00
Grant Funding	\$0.00
Special Education Fund	\$7,435.98
Adult Education Fund	\$0.00
GRAND TOTAL	\$14,935.98

This travel was previously approved, however, when reconciled, the total amount went over the approved amount, so additional approval is required.

Replacing employee only. Estimated travel cost was approved by the Board of Trustess on . Therefore, totals don't reflect grand total.

#### Student Board Representative

This meeting is listed as part of the Superintendent's report to the board of trustees.

When reconciled, this item totaled over the \$2,500 limit.



## Board Item - L.-1.

#### **Issue:**

Agreement between the San Diego County Superintendent of Schools (SDCOE) and the Sweetwater Union High School District (SUHSD).

## **Superintendent's Recommendation:**

Approve Agreement between the San Diego County Superintendent of Schools (SDCOE) and the Sweetwater Union High School District for professional services of a current SUHSD employee to work in the field of Career Pathways Curriculum Program Specialist at SDCOE.

## **Analysis**:

The Sweetwater Union High School District agrees, during the term of this agreement, to assign the employee to the SDCOE and to perform those duties assigned by the SDCOE and to require employee in the performance of such services to the SDCOE to conform to the rules and regulations applicable to certificated personnel. The SDCOE agrees to pay SUHSD in full salary plus benefits in consideration of the services performed by the employee.

The term of this agreement shall commence July 1, 2017, and end on June 30, 2018, unless terminated sooner by the mutual consent of parties.

For questions regarding this board item, please contact Thomas Glover at 619/585-6010 or thomas.glover@sweetwaterschools.org.

None.

#### **ATTACHMENTS:**

Description

Type

■ Agreement

Backup Material

SDCOE (	Contract #:	

# PERSONNEL AGREEMENT

TH	IIS AGREEMENT, is entered into on thisday of, 2017 by and							
bet	ween the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS, herein called the							
Of	Office, and <u>SWEETWATER UNION HIGH SCHOOL DISTRICT</u> , herein called the District.							
	HEREAS, the Office is in need of the professional services of any employee of the District to ork in the field of <a href="Career Pathways Curriculum Program Specialist">Career Pathways Curriculum Program Specialist</a>							
ΔΝ	ND, WHEREAS, the District is agreeable to assigning Jewyl Clarke							
hei	rein referred to as Employee to give his/her professional services to the Office in the above signment.							
NC	OW THEREFORE, the parties to this agreement do mutually agree as follows:							
1.	The District agrees during the term of this agreement to assign the Employee to the San Diego County Office of Education and to perform those duties assigned by the Office and to require Employee in the performance of such services to the Office to conform to the rules and regulations applicable to certificated personnel of the Office including but not limited to performance of work in the Office.							
2.	Office agrees to pay District in consideration of the services performed by Employee as herein specified and District agrees to accept in full payment hereof a sum not to exceed							
	\$ 114,651.00 computed as follows:							
	(a) <u>\$ 86,693.00</u> salary payment.							
	(b) \$\frac{\$27,958.00}{\$ rringe benefits' cost including teachers' retirement, worker's compensation, unemployment insurance, and health benefits.							
	(c) Office agrees to adjust the amount specified above to provide complete reimbursement to the District for actual cost based on District negotiated increases. Actual cost increases that exceed the state approved COLA plus 2% shall require an amendment to this agreement. The amendment must be approved by mutual consent of both parties.							
	(d) The agreement provides for 184 days of service by the Employee at a daily rate							
	of \$ 471.16 excluding fringe benefits.							
	(e) The sum called for herein shall become due and payable to the District within (15) days after the date of submission of an itemized claim by District. The District may submit claims on a semi-annual basis.							

Personnel Agreement for 2017-18 Clarke, Jewell SUHSD and SDCSS

- 3. District agrees that the Office may pay directly to the Employee, during the term of this agreement, reimbursement for assigned mileage and travel expenses in accordance with and subject to the policies of the Office.
- 4. The workday under this agreement shall be in accordance with the normal workday for employment by the Office.
- 5. This agreement may be amended at the request of either party by mutual consent of both parties by the addition of an addendum to the agreement signed by a representative of the Office and the District.
- 6. Office shall be responsible for maintaining sick leave records for the Employee. District certifies that the Employee has 40.22 accumulated days of sick leave on the effective date of this agreement. At the conclusion of the agreement the Office will certify the number of sick leave days used by the Employee and the sick leave days accumulated by Employee during the term of the this agreement. Employee is entitled to 50.22 days of sick leave during employment with the Office during the term of this agreement.
- 7. The term of this agreement shall commence <u>July 1, 2017</u> end on <u>June 30, 2018</u> inclusive unless terminated sooner by the mutual consent of both parties. Jewyl Clarke shall have the right to return to the District and will be placed in a vacancy for which she is qualified.

This agreement contains the entire agreement between the parties and shall not be modified except in writing by a representative of the Office and/or District.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

Approved by the Governing Board SWEETWATER UNION HIGH SCHOOL	Approved by the Designee SAN DIEGO COUNTY
DISTRICT	SUPERINTENDENT OF SCHOOLS
By:	Ву:
	Lora Duzyk
	Assistant Superintendent
	Business Services
Date:	Date:

Personnel Agreement for 2017-18 Clarke, Jewell SUHSD and SDCSS

## **CONSENT OF EMPLOYEE**

In accordance with SDCOE policy 2301, all materials produced under this agreement shall become the property of the San Diego County Office of Education and cannot be used without permission of the Office.

The undersigned Employee hereby acknowledges that he/she OFFICE and DISTRICT and consents to serve as described that the OFFICE position is a non-represented management Employee waives her right to grieve DISTRICT for any viol conditions afforded in her DISTRICT position pursuant to the SEA/CTA.	in this agreement. Employee acknowledges position. While on-loan at the OFFICE, lation of the wages, hours and working
Signature	Date



Board Item - M.-1.

#### **Issue:**

Consultants for Construction Projects.

## **Superintendent's Recommendation:**

Approve/ratify planning and construction consultant agreements and amendments.

## **Analysis**:

The consultant items listed are for various services required on construction projects such as architectural services, testing and inspection, and other project-related work. Staff may bring consultant agreements for approval, amendment, or ratification by the board (per Resolution No. 4440, approved July 25, 2016). Details for each contract and amendment are provided in the attachment.

For questions regarding this board item, please contact Moisés Aguirre at 619/585-6060 or moises.aguirre@sweetwaterschools.org.

## Fiscal Impact:

Total expenditure of \$34,275.00.

Expenditure of \$34,275.00, to be paid from Proposition O Bond Sale 1, Resource Code: 0000.

#### **ATTACHMENTS:**

M-1 pg 2- SUMMARY 04-10-2017 Details\_dw

M-1 Consultant Backup

Description

Type

Backup Material

Backup Material

#### APPROVE or RATIFY CONTRACT AMENDMENTS

Action	Project Site & Details	Consultant	Amd't No.	Services	Amendment Amount/New Total	Funding Source [1]	Project Manager	Page
Ratify	NCM PE Site Restoration	David Reed Landscape Architects	1	Landscape Architectural Services	\$34,275.00/ \$126,960.00	Prop O Bond Sale 1	Trent Carr	1

Note [1]: ASB= ASB Funds; Prop O BANs= Prop O Bond Anticipation Notes; DM= Deferred Maintenance; GF= General Fund; Prop O= Bond program funds; /R= expense will be reimbursed; MR= Mello-Roos funds; CSFF= County Schools Facilities Fund; SRF= Special Reserve Fund; CFF=Capital Facilities Fund (developer fees).

Total expenditure of \$34,275.00.

Expenditure of \$34,275.00, to be paid from Proposition O Bond Sale 1, Resource Code: 0000.

Site/Dept.: Planning/Construction Originator: Karl Bradley
Name of Consultant: David Reed Landscape Architects
Category (For Cabinet Secretary Use Only): Facilities and Operations
Starting Date of Services: 03/15/16 Ending Date: 12/31/17

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

#### Description (nature of services):

Project: National City Middle School PE Site Restoration.

Project Manager: Trent Carr.

Ratify Amendment No. 1 to the Contract with David Reed Landscape Architects to provide additional landscape architectural services for the PE Site Restoration Project for National City Middle School. The requested revisions constitute a re-design. David Reed Landscape Architects completed the construction documents and submitted them to the Division of the State Architect (DSA). The revised scope includes: a fenced area for the gardener and maintenance crew, a ten foot wide decomposed granite (DG) path on the south and east sides of the field, removal of subsurface drainage, revised irrigation, and elimination of the retaining wall that was intended to detain storm water from Otis Elementary School. The fee also includes construction documents and DSA approval for the renovation of the existing electronic ramps in the PE Building. DSA is requiring that 20 percent of the budget be spent on updating the existing accessibility to the site.

Based upon the scope of work required for services, staff is recommending the following not-to-exceed fees:

Original Fees \$ 92,685.00

Additional Fees - Amendment No. 1 \$ 34,275.00

Total Cost Not-To-Exceed fees \$ 126,960.00

The original contract, in the amount of \$92,685.00, was approved by the board of trustees on March 14, 2016, Board Agenda Item M-1.

Cabinet Member Responsible: Moisés Aguirre, Asst.Supt./Fac.& Op
Funding Source (e.g. Title I): Proposition O Bond Sale 1,
Resource Code: 0000
Total Amount: \$34,275.00 Annual One Time √ (√ one only)

Page 1 of 1 Board Agenda Item M-1 April 10, 2017



Board Item - M.-2.

#### <u>Issue</u>:

Research into potential bond measure for the 2018 election.

## **Superintendent's Recommendation:**

Authorize staff to explore the feasibility of a bond measure for the November 6, 2018, election.

## **Analysis**:

A new bond measure in 2018 would allow the district to address more districtwide facilities needs. The bond would increase the available resources for capital projects, enabling larger projects, economies of scale, and potential cost savings.

Staff is requesting approval to move forward with an exploration of the potential benefit of a 2018 ballot measure. This may entail entering into contracts with consultants for financial analysis, collecting survey data, and other pertinent activities. Upon concluding this research, staff will return to the board with a recommendation, and requests for the board to approve contracts as appropriate.

For questions regarding this board item, please contact Moisés Aguirre at (619) 585-6060 or moises.aguirre@sweetwaterschools.org.

F	isca	al	Ir	n	pa	ct	:

None.



Board Item - N.-1.

<u>Issue</u>:

Contract Renewals.

## **Superintendent's Recommendation:**

Approve the renewal of designated contracts.

## **Analysis**:

In an effort to simplify the process for which the board of trustees reviews contracts which they previously awarded, staff has consolidated all renewals in an at-a-glance table format (please see attachment). These contracts contain options to renew for the 2017-2018 school year.

For questions regarding this board item, please contact Karen Michel at 619/691-5550 or karen.michel@sweetwaterschools.org.

Fiscal Impact:

Please refer to attachment.

#### **ATTACHMENTS:**

Description

Type

N-1 Report Backup

Backup Material

# CONTRACT RENEWALS - April 10, 2017

VENDOR	CONTRACT #/TITLE	NOTES	CONTRACT TERM	CONTRACT AMOUNT	BUDGET	CONTACT PERSON FOR THIS BOARD ITEM
American Mushroom, Inc.	RFP #45-2512-KB - Produce Products	No Price Increase	7/1/2017 through 6/30/2018	\$ 1,200,000.00	Cafeteria Fund, Resource Code: 5310	Dr. Moises Aguirre at 619/585-6060 or moises.aguirre@sweetwaterschools.org
National Education Music Company	Bid #67-2585-KB - Lot I - Musical Instruments	No Price Increase	7/1/2017 through 6/30/2018	\$ 124,026.16	General Fund, Resource Code: 0910	Ms. Ana Maria Alvarez at 619/691-5546 or ana.alvarez@sweetwaterschools.org
Bertrands Music		No Price Increase	7/1/2017 through 6/30/2018	\$ 59,886.00	General Fund, Resource Code: 0910	Ms. Ana Maria Alvarez at 619/691-5546 or ana.alvarez@sweetwaterschools.org
iRepair San Diego	Bid #56-2521-KB - iPad Repair Service	No Price Increase	7/1/2017 through 6/30/2018	\$ 200,000.00	General Fund, Resource Code: 0000	David Delacalzada at 619/585-7900 or david.delacalzada@sweetwaterschools.org
			TOTAL	\$ 1,583,912.16		



## Board Item - N.-2.

#### **Issue:**

Request for Proposal #67-2598-GW - Managed Wireless Systems and VoIP Unified Communications.

## **Superintendent's Recommendation:**

Accept Request for Proposal (RFP) and award Contract #67-2598-GW for the purchase of Managed Wireless Systems and VoIP Unified Communication as required by the information technology department during the period July 1, 2017, through June 30, 2019, with options to renew for up to four additional one-year periods, to Vector Resources, Inc., dba VectorUSA, the proposer receiving the highest evaluation score meeting the district's RFP terms, conditions, and specifications.

## **Analysis**:

## **Background**:

Sweetwater is engaged in upgrading infrastructure for both data and voice services at all schools and district locations. New phones technologies (VOIP) allow for phone services to be delivered using the same data cabling used for Internet and network access. This proposal is to replace aging analog and digital systems at nine schools (National City Middle, Chula Vista Middle, Granger Junior High, National City Adult, San Ysidro Adult, Hilltop Middle, Mar Vista Academy, Bonita Vista Middle, and Rancho Del Rey Middle). These systems are in excess of 10 years old and are no longer able to support the district's growing communications demands and services. Over the last four years, VOIP systems have been installed at Mar Vista High, Sweetwater High, and Southwest Middle Schools, as well as special services, VAPA, and research and evaluation. The overall plan is to replace all analog and digital systems to VOIP systems. This allows for full utilization of the new backbone and data infrastructure and allows for the full integration of data and voice. This also provides for the standardization of IT systems that support the district's business and educational data/communications needs.

The work that will be performed by Vector Resources, Inc., dba VectorUSA under this RFP is to procure the equipment, install the equipment, hang cabinets associated to the Uninterrupted Power Supply (UPS) needs, and install the UPS's.

<u>Site</u>		Cost
BVM		\$ 250,257.47
CVM		\$ 237,949.19
GJH		\$ 159,606.60
HTM		\$ 272,686.68
MVA		\$ 171,309.19
NCM		\$ 146,992.01
RDM		\$ 196,522.31
NCA		\$ 148,798.28
SYA		\$ 148,772.03
	Licenses	\$ 25,102.80
	TOTAL	\$1,757,996.56

#### Current:

This RFP provides for the purchase of VoIP Unified Communications Systems and Managed Wireless System as required by the information technology department during the period July 1, 2017, through June 30, 2019, with options to renew for up to four additional one-year periods.

Sixty firms were notified and the RFP was advertised in the newspaper for two weeks as required by Public Contract Code Section 20112. Notification was also posted on the federal website for E-Rate proposals. One proposal was returned.

The district is seeking maximum funding under the Federal Communications Commission's E-Rate program, and related programs, for this contract.

The proposer receiving the highest evaluation score and meeting the district's RFP terms, conditions, and specifications is Vector Resources, Inc., dba VectorUSA, for \$1,757,996.56 plus taxes, fees, surcharges, etc.

For questions regarding this board item, please contact David D. Delacalzada at 619.585.7961 or david.delacalzada@sweetwaterschools.org.

#### Fiscal Impact:

Expenditure of \$1,757,996.56 (which includes taxes, licenses and fees), to be appropriated as follows: \$1.5M from 2016-2017 WAN Optimization project that wasn't implemented will roll over to the 2017-2018 school year, and \$257,996.56 will be added to the \$1.5M from the General Fund, Resource Code: 0000, to pay for the entire project.

#### **ATTACHMENTS:**

Description Type

D	RFP #67-2598-GW Addendum 1	Backup Material
D	RFP #67-2598-GW Addendum 2	Backup Material
D	RFP #67-2598-GW Addendum 3	Backup Material
D	RFP #67-2598-GW Addendum 4	Backup Material

# Purchasing Department Sweetwater Union High School District 1130 Fifth Avenue Chula Vista, CA 91911

## **REQUEST FOR PROPOSALS**

RFP # 67-2598-GW

## Managed Wireless Systems and VoIP Unified Communications

SUBMITTED BY		
	(COMPANY NAME)	

#### 1. NOTICE TO PROPOSERS

The Board of Trustees of the Sweetwater Union High School District of Chula Vista, California, invites and will receive sealed proposals **BEFORE 4:00 p.m**. on:

**January 5, 2017** 

(DEADLINE DATE)

non-public opening

at the office of the Purchasing Department, 1130 Fifth Avenue, Chula Vista, California 91911-2896, for the award of a contract.

Proposals must be submitted on forms prepared by the Sweetwater Union High School District, including all applicable forms detailed and contained in this package, no later than the above stated date and time. Late submittals will not be accepted and will be returned unopened.

Dates Advertised:

(1) November 25, 2016 Purchasing Manager: George Williams (619) 691-5540

(2) <u>December 02, 2016</u> Fax: <u>(619)426-2397</u>

BOTH PROPOSAL FORM (Page 4) AND AGREEMENT (Pages 36 & 37)

MUST BE SIGNED & RETURNED WITH PROPOSAL

SWEETWATER UNION HIGH SCHOOL DISTRICT

## RFP NO: 67-2598-GP

## **Managed Wireless Systems and VolP Unified Communications**

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## 3. PROPOSAL FORM

Name of Company

Board of Trustees Sweetwater Union High School District Purchasing Department 1130 Fifth Avenue Chula Vista, CA 91911

Re: Request for Proposal No. 67-2598-GW

To: Members of the Board of Trustees

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Proposers, Proposal Form, Instructions to Proposers, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the Proposal package for the above-referenced proposal, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said proposal package. The entire proposal package is submitted, together with this Proposal Form.

, , , , , , , , , , , , , , , , , , , ,					
Legal Status			torship, part		corporation)
Tax I.D. Number _					
			(Sole Pr	oprietor	ship only)
Address:					
Authorized Represe	entative				
			Signature	(A	ALSO SIGN PAGE 37)
		Name		(print c	r type)
		Title			
Date:			_		
Telephone:			_ Fa	ax:	

## 4. NONCOLLUSION AFFIDAVIT

## PROPOSERS MUST EXECUTE AND SUBMIT THE NON COLLUSION AFFIDAVIT WITH THEIR PROPOSALS.

State of California
County of
being first duly sworn, deposes and says that he or she is of
Signature of Corporate Officer

#### 5. SCOPE

The purpose of this Request for Proposal is to obtain Cisco VoIP and managed Wireless Systems, or equal for 7 middle schools and 2 adult schools that will work with our existing Cisco Unified Communications Manager, Cisco VoIP Telephone sets, associated peripherals, Cisco Access licensing, network hardware and infrastructure.

The District will be replacing nine Nortel systems. The Nortel systems have Succession 3.0 version software or newer (5.5) and the Nortel Option 81C is located at the District main offices, which serves as the hub, with peripheral systems connected via local exchange carrier point-to-point T1 lines.

The infrastructure for these schools are currently being upgraded and upon completion, will support VoIP technology.

The current voice messaging system, called "Microsoft Exchange Unified Messaging," also provides unified messaging capability to approximately 8,000 users. Proposed replacement systems must provide full integration to the installed base of systems, as well as unified messaging capabilities, and with Microsoft Outlook/Exchange.

The selected proposer shall completely install the new systems at the school sites identified in this RFP. Since the District will be applying for E-Rate funding, under the category of Internal Connections, the installations of these systems cannot be started before July 1, 2017.

Proposers shall propose Cisco VoIP systems, or an equivalent product. It is the proposers' responsibility to identify how their systems would transparently integrate with the District's existing Nortel systems.

Upon selection of a proposer for this project, the District project team will work with the proposer's project team to identify the specific configuration requirements of the proposed sites.

#### 6. E-RATE FUNDING

The District intends to obtain maximum funding for the proposed sites under the Federal Communications Commission's E-Rate program, for the category of Internal Connections, for commercially available VoIP systems.

Proposers shall review and comply with the District's E-Rate program instructions as described later in this RFP.

## 7. PROPOSALS

No proposal shall receive consideration by the Sweetwater Union High School District unless made in accordance with the instructions detailed herein.

The proposal must be in ink or typewritten. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing proposal. No oral, telegraphic, facsimile, or telephonic modifications will be accepted.

#### 8. PROPOSER INSTRUCTIONS

Proposal packages submitted by proposers must include the District's Request for Proposal package 67-2598-GW, along with the Proposal and Agreement forms. The RFP package is only available in hard or paper, format only. The signature of all individuals must be in long hand. The completed documents(s) should be without interlineations, alterations, or erasures.

Proposals must be submitted in the format and order outlined below. The proposal should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted.

Proposers shall provide written responses immediately adjacent (or below) the relevant RFP paragraph. Unless otherwise indicated in writing, the District shall assume that the Proposer concurs with all RFP specifications

There should be no attachments, enclosures, or exhibits other than those considered by the proposer to be essential to a complete understanding of the proposal submitted. Each section of the proposal must be clearly identified with the following headings, and in the order specified, as detailed in this section.

## 8.1. Company Description

Provide a brief description of your company, including others who may be proposing jointly with your firm to provide services. This description should include a brief company background, including number of employees, and organizational structure.

List and describe the State and Federal licenses, certificates, and legal authorizations (i.e., CPUC number, FCC ID number or license, etc.) that you hold which allow for the installation and service of the proposed systems. The proposer of award will be required to provide the District with copies of the actual licenses and certificates held.

Indicate the amount of time you have been an authorized distributor of the systems being proposed to SUHSD.

Submit, under separate cover, an audited financial statement of the last two years of operation.

## 8.2. Company Experience and Qualifications

Provide a brief overview of your technical experience, qualifications, and background in providing, installing and maintaining a) VoIP and Managed Wireless systems and/or b) voice messaging systems for similarly sized customers. Indicate the prior experience of your firm which you consider relevant to this contract. Include sufficient detail to demonstrate the relevance of such experience.

## 8.3. Project References

Proposers shall provide contact information regarding similar projects that it has completed in the last 12 months. The District will be especially interested in projects where the Proposer has implemented VoIP Unified Communications systems, as well a unified messaging system.

## 8.4. Subcontractors Requirements

Any subcontractors performing services against this agreement must be fully listed and detailed in the proposal submitted by proposers. State any work proposed to be provided by a subcontractor, and provide evidence of each subcontractor's capability and willingness to carry out the work. For each proposed subcontractor, include firm name and address, management contact person, and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

Proposer hereby agrees to bind every subcontractor by the terms and conditions of this agreement as far as such terms and conditions are applicable to the subcontractor(s) work. If proposer subcontracts any part of this agreement/contract, proposer shall be as fully responsible to the district for acts and omissions of his subcontractor and of persons either directly or indirectly employed by proposer. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the District.

## 8.5. Proposal Submittals

Proposer must utilize the section titled "Proposer Pricing Submittals" to submit project costs. Proposer may offer additional pricing and/or alternative cost proposals as a separate attachment behind the pricing page

Proposer must submit (5) four copies of its proposal to the District's representative identified below:

George Williams
Purchasing Manager
Purchasing Department
Sweetwater Union High School District
1130 Fifth Avenue
Chula Vista, CA 91911

Phone number: 619.691.5540 Fax number: 619.426.2397 Any questions or comments regarding this Statement of Work must be submitted in writing (e-mail is acceptable) to <a href="mailto:george.williams@suhsd.k12.ca.us">george.williams@suhsd.k12.ca.us</a>

The Proposer must submit four (5) copies of all required documents proposals no later than, January 5, 2017 at 4:00 p.m. -- Pacific Coast Time – to the District representative identified above.

NON-FUNDING: Notwithstanding any other provision to the contrary, if for any fiscal year of this RFP the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this RFP, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

## 9. AWARD OF CONTRACT

The District reserves the right to reject any and all proposals, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interests of the District may require.

METHOD OF ORDERING: Purchase order(s) will be issued to the successful Proposer.

## 10. EVIDENCE OF RESPONSIBILITY

Proposers shall submit, with their proposals, all necessary evidence showing their financial resources; experience in the type of work being required by the District; organization available for the performance of the work, and any other required evidence of qualifications to perform. The District shall consider such evidence before making its award decision. Failure to submit adequate evidence of Proposer's responsibility to perform may result in rejection of the proposal.

If the proposer is currently in a state of bankruptcy, it must provide written verification that it will honor the submitted cost proposal after re-organization.

## 11. E-RATE REQUIREMENTS

The District intends to obtain maximum funding under the Federal Communications Commission's E-Rate program for commercially available Internal Connections contracted as a result of this RFP.

The successful proposer shall be responsible for providing the District the applicable E-Rate discounts in accordance with E-Rate program rules and requirements. Discounts will be received by deducting the appropriate E-Rate discounts off the District's invoices consistent with the E-Rate SPI form process.

Proposals must include, on separate company letterhead, a written acknowledgement stipulating the proposer's awareness of, and commitment to comply with all current E-Rate program requirements, regulations, and conditions.

All proposers submitting proposals must be an eligible service provider in accordance with all applicable E-Rate rules, regulations and requirements. Such eligibility and compliance must be addressed in the proposal submitted. <a href="Furthermore">Furthermore</a>, all proposers submitting proposals must provide their E-Rate Service Provider Identification number (SPIN) in their proposal. Failure to provide the required SPIN number may be grounds for rejecting the proposal.

Proposers wishing to find out more about the E-Rate program can access the Schools and Libraries Division of the FCC website at http://www.usac.org/sl/default.aspx

## 12. EXECUTION OF AGREEMENT

In addition to the Proposal Form, <u>all proposers must sign the Agreement page included in this Request for Proposal, and must return it to the District,</u> together with the Proposal Form, completed quotation sheets and the remainder of the proposal package.

#### 13. PROPOSER IDENTIFICATION

Each proposal must state the full business address of the proposer and must be signed by the proposer with his or her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with the authority to bind the partnership in such matters.

Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter.

The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A proposer's failure to properly sign required forms may result in rejection of proposal.

## 14. PROPOSAL WITHDRAWAL

Proposals may be withdrawn by the proposer prior to the time fixed for the opening of the RFP proposals, but may not be withdrawn for a period of ninety (90) days after the date set for submittal of proposals. The successful proposer(s) shall not be relieved of the proposal submitted without the District's consent or proposer's recourse to Public Contract Code Sections 5100, et seq.

## 15. REJECTION OF PROPOSALS

The District reserves the right to accept or reject any and all proposals, or any portion or combination thereof, or award on the basis of the total proposal.

#### 16. AMENDMENTS

The terms and conditions contained in the Request for Proposals, Proposal Form, Instructions to Proposers, General Conditions, Specifications, and Contract herein may be amended or modified

<u>only with the prior written approval of the District.</u> Any addenda or bulletins issued during the time of the RFP process shall form a part of the drawings and specifications issued to proposers for the preparation of their proposals and shall constitute a part of the contract documents.

## 17. OTHER AGREEMENT DOCUMENTS

Proposers submitting proposals that require the District to sign additional proposer agreement documents must submit all such documents in their entirety and in original form with their proposal. Documents not submitted with proposal will not be reviewed or signed by the District and will not constitute a part of this agreement. Furthermore, Proposers shall note that the District's terms and conditions contained in this document take precedence over conflicting language found in the Proposer's Sales Agreement or similar such documents. Any documents requiring District signature are subject to District review, revision and approval. Proposers unwilling to accept the District's revision(s) to documents shall be subject to rejection/disqualification of their proposal.

## 18. TAXES

For the purposes of this RFP, any applicable taxes, fees or government surcharges shall be itemized separately in the Pricing sections. Federal excise taxes are not applicable to school districts.

## 19. PROPOSAL NEGOTIATIONS

A submittal containing terms such as "negotiable", "will negotiate", or similar, will be considered non-responsive.

## 20. REQUESTS FOR INFORMATION

If any person submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies in, or omissions from contract documents, he may submit to the Purchasing Department of the District, a request for an interpretation or correction thereof. Any questions relative to the proposal shall be directed, in writing, on company letterhead, to George Williams at the address specified for receipt of proposals, via fax at (619) 426-2397 or via email: George.williams@suhsd.k12.ca.us. The deadline for submitting questions relative to this RFP is, Tuesday, December 13, 2016 at 3:00 p.m. (PST) No further questions or requests for clarification will be accepted after that date and time. The District shall not be held liable for oral representations made by its officers, employees or agents. All information relative to this Request for Proposals shall be made in writing in accordance with the instructions outlined above. Proposers shall not contact any other employee, officer or representative of the district regarding this proposal.

Any interpretation or correction of the contract document will be made by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such contract documents. Any addenda issued prior to the opening of the proposal, or forming a part of the documents loaned to the Proposer, for the preparation of his proposal, shall be made part of the contract.

#### 21. MULTIPLE PROPOSALS

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless special conditions indicate otherwise. A person, firm, or corporation who has submitted a sub-proposal to a Proposer, or who has quoted prices of materials to a Proposer is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers.

## 22. TELEPHONE EXPENSE

Any expense resulting from long distance phone calls related to this project shall be paid for by the Proposer. The District reserves the right to make "collect" long distance telephone calls to any Proposer, or the Proposer must provide a toll-free telephone number, for any reason related to this proposal, i.e., scheduling, literature, affirmative action information, check work status, place orders, etc.

#### 23. METHOD OF AWARD AND EVALUATION

## 23.1. Method of Award

Award shall be made, by section, to the proposer(s) whose proposal is scored, by the District's evaluation team, with the highest point total based on the Evaluation Criteria and point totals detailed below. The evaluation, scoring and award decision of the District shall be final.

The District reserves the right to reject any and all proposals, to contract services with whomever and in whatever manner the District decides, to abandon the services entirely, and to waive any informality or non-substantive irregularity in the proposals as the interests of the District may require.

As a means of maintaining the integrity of the formal evaluation process, contacts with individual members of the evaluation committee, district officers, employees or agents, or members of the Board of Trustees, on behalf of any proposer relative to this RFP shall be considered inappropriate and may lead to disqualification of the proposer.

The District reserves the right to award a contract in response to the RFP at any time up to ninety (90) days from the date set for submittal of proposals.

## 23.2. Evaluation and Scoring Criteria

Each proposal response will be reviewed based on the criteria set forth in this RFP. The selection processes for the proposer(s) will include the following evaluation and point assignment/rating criteria:

- Cost/Pricing (50 points maximum) The District will consider and rate all costs submitted by the proposers.
- **Methodology (25 points maximum)** The District will consider and rate the proposer's cutover plan and implementation plans.
- Strength of proposer and references (25 points maximum) The District will consider and rate the financial soundness, stability, qualifications, and depth of

knowledge of the proposer's staff. Also, the District will consider the strength and relevance of the references presented by the proposer.

**Additional Scoring:** The District reserves the right to select, up to, the top two (2) finalists for oral interviews and negotiations based on the District's analysis and rating of the proposal package. These negotiations will have an additional point rating of up to 15 points. These negotiations will be conducted in order to negotiate the proposals submitted and to evaluate company expertise, qualifications, operations and services deemed by the District to be in its best interests.

## 24. RFP SCHEDULE

November 26, 2016 RFP Issued

December 13, 2016, 3:00 p.m. Deadline to submit written questions

January 05, 2017, BEFORE 4:00 p.m. Deadline to submit proposals to Purchasing

Department

February 2017 Recommendation to Board of Trustees for

Award of contract

#### 25. PROPOSAL PREPARATION

Each proposal should be prepared simply and economically, and should provide a straightforward, concise description of the proposer's ability to the meet the requirements of the RFP. Bindings, colored displays, promotional material, etc. will receive no evaluation credit. Emphasis should be on completeness and clarity of content.

Cost of preparation of the response to the Request for Proposal is solely the responsibility of the proposer. Sweetwater Union High School District accepts or implies no liability in the cost of proposal preparation or presentation.

#### 26. INSPECTION OF PROPOSER'S FACILITIES

The District reserves the right to inspect the proposer's facilities and financial statement to ensure the proposer's competence and ability to perform the specified work.

The proposer's proposal may be rejected as non-responsive if the above inspection reveals any problems or inconsistencies that might jeopardize the success of the required service.

## 27. NEWS RELEASES

News releases pertaining to this RFP or the services, study, data, or project to which it relates will not be made without the prior written approval of the District. No results of the program are to be released without prior written approval of the District.

## 28. INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor.

- 28.1. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to award directly or indirectly to any other proposer or to any competitor.
- 28.2. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that he/she:

- 28.3. Is the person in the Proposer's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to the terms stated in the Independent Price Determination section.
- 28.4. Is not the person in the Proposer's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to the terms stated in the Independent Price Determination section.

A proposal will not be considered for award if the sense of the statement required in the Cost and Price Analysis portion of the proposal has been altered so as to delete or modify the terms stated in the Independent Price Determination section. If these terms have been modified or deleted, the proposal will not be considered for award unless the Proposer furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the District determines that such disclosure was not made for the purpose of restricting competition.

#### 29. COST LIABILITY

District assumes no responsibility or liability for costs incurred by the Proposer prior to the signing of any Agreement resulting from this RFP. Total liability of District is limited to the terms and conditions of this RFP and any resulting Agreement.

## 30. PROPOSAL SUBMITTAL

Five (5) copies of your proposal MUST BE SUBMITTED in accordance with the following instructions:

SEALED PROPOSALS MUST BE RECEIVED AT THE REQUIRED DISTRICT LOCATION NOT LATER THAN THE TIME AND DATE INDICATED ON THE COVER PAGE OF THIS REQUEST FOR PROPOSALS. PROPOSERS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS ON THE OUTSIDE OF THE SEALED ENVELOPE:

Reference to "RFP NO: 67-2598- GW", company or organization name, date due, and the time due. If delivery service is used which prohibits such markings on their envelopes or package, this information must be placed on the outside of an interior envelope or package.

#### 31. PROPOSAL FORMAT

Proposers are requested to assemble their proposal in the following format order:

- 31.1. District Request for Proposal Package 67-2598-GW with all pages and issued addendum. All Request for Proposal pages requiring signatures, information fill in, pricing, etc. must be completed in full
- 31.2. Proposer proposal documents detailing all proposal information requested in this RFP
- 31.3. Any additional documents/proposal materials which the proposer deems relevant for the evaluation of their qualifications for this Request for Proposal

Proposals are requested to be submitted in a bound form (i.e. ringed binders, spiral binders, etc) in order to facilitate easy review and access, by the District evaluation team, to the submitted proposal information and documents.

## 32. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

The Board of Trustees may order a change, alteration, deviation, addition, or omission from said specifications or plans or other contract documents at any time during the progress of the work. Such change, alteration, deviation, addition or omission shall be specified in writing and the cost agreed upon between the governing board and the Proposer. This may be done without the formality of securing proposals, if the increase so agreed upon does not exceed the greater of ten percent (10%) of the original contract price of the amount authorized by law.

## 33. INSURANCE

The Proposer shall not commence work nor shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance hereunder and certificates evidencing such insurance have been delivered to the District.

Unless otherwise specified, the successful Proposer agent shall, within five (5) working days after notice by the District, sign and deliver to the District all certificates of insurance.

All insurance required under this Agreement shall be provided by a surety admitted to transact business in the State of California. <u>Such surety provider(s) shall possess a current Best's Key Rating</u> of A Minus (A-) or better.

Failure to provide insurance certificates as required shall be grounds for rejection.

## 33.1. General

33.1.1. As specified below, the Proposer shall maintain, or cause to be maintained, such insurance as will protect him and the District from claims under Workers' Compensation Acts, and such public liability insurance as will protect him and the District from claims from damages for personal injury, including death, and damage to

- property, which may arise from operations under this contract, whether such operations be by himself or by any other subcontractor or anyone directly or indirectly employed by either of them.
- 33.1.2. The Proposer agrees to save harmless and to indemnify the District from every claim or demand which may be made by reason of:
- 33.1.3. Any injury to person or property sustained by the Proposer or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and
- 33.1.4. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default or omission of the Proposer or any other person, firm, or corporation, directly or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to his work, the proposer at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit, or legal proceedings or result thereof.
- 33.1.5. Proposer shall defend, indemnify, protect and hold harmless Sweetwater Union High School District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are causes or claimed to be caused by Proposer's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting proposer from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code 45125.1.

## 33.2. Certificate of Insurance

- 33.2.1. Certificates shall be filed with the Purchasing Department of the District.
- 33.2.2. Certificates shall have included the following clause:

"This policy shall not be canceled or reduced in required limits of liability, or amounts of insurance, until notice has been mailed to the Sweetwater Union High School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice."

Certificates of insurance shall state in particular those insured, the extent of the insurance, location and operation to which the insurance applies, expiration date, and the cancellation and reduction notice.

## 33.3. Workers' Compensation Insurance

33.3.1. The Proposer shall provide, during the life of this contract, Workers' Compensation Insurance for all of his employees engaged in work under this contract, on or at the site of the project, and, in case any of his work is sublet, the Proposer shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the

- latter's employees. Any class of employee or employees not covered by the subcontractor's insurance shall be covered by the Proposer's insurance.
- 33.3.2. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statute, the Proposer shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected.
- 33.3.3. The Proposer shall file with the District certificates of his insurance protecting workmen as specified above.

## 33.4. Public Liability and Property Damage Insurance

33.4.1. The Proposer shall maintain during the life of the contract, Public Liability and Property Damage Insurance to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. The minimum amounts of such insurance shall be hereinafter set forth.

#### 33.4.2. Amounts of Insurance:

## **General Liability**

Comprehensive Form & Bodily Injury & Products/Completed Operations & Property Damage Combined \$3,000,000

## Auto Liability

Comprehensive Form & Bodily Injury & Owned, Nonowned Hired & Property Damage Combined \$1,000,000

#### 33.5. Fire Insurance

The Proposer shall maintain or cause to be maintained Fire Insurance on all work, material, equipment, appliances, tools and structures which are part of this contract and subject to loss or damage by fire.

## 34. INDEMNIFICATION

The Proposer shall maintain, or cause to be maintained, such insurances as will protect him and the District from claims under Worker's Compensation Acts, and such public liability insurance as will protect him and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

The Proposer agrees to save harmless and to indemnify the District from every claim or demand which may be made by reason of:

- 34.1. Any injury to person or property sustained by the Proposer or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and
- 34.2. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Proposer or any other person, firm or

corporation directly, or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work; the Proposer at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

34.3. Proposer shall defend, indemnify, protect and hold harmless Sweetwater Union High School District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are causes or claimed to be caused by Proposer's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting proposer from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code 45125.1.

## 35. EXCUSE FOR NON-PERFORMANCE – FORCE MAJEURE CLAUSE

The Proposer shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, or facilities by the government, when satisfactory evidence thereof has been presented to the other party providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

## 36. ASSIGNMENT

The Proposer shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

## 37. PREVAILING LAW

In the event of any conflict or ambiguity between a) the Instructions, General Conditions, Specifications, or any other document forming a part of this Request for Proposals, and b) state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to any applicable requirements of local, state and federal law.

## 38. ANTI-DISCRIMINATION

It is the policy of the District that, in connection with all the work performed, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The Proposer agrees to comply with applicable federal and California laws, including, but not limited to, California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Proposer agrees to require like compliance by any subcontractors employed on the work.

#### 39. GOVERNING LAW AND VENUE

In the event of litigation, the documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be the appropriate state or federal court located in San Diego County.

## 40. INVOICING

For the District's portion of the billable amount, invoices shall be submitted to:

Sweetwater Union High School District
Accounts Payable
1130 Fifth Avenue
Chula Vista, CA 91911

Each invoice must reference RFP NO. 67-2598-GW and the assigned, applicable invoice number and Funding Request Number (FRN).

For the FCC's portion of the billable amount, invoices must be submitted in accordance with applicable FCC instructions. Invoices are NOT to be submitted to the District for the FCC's portion of the billable amount.

Invoices for the District's portion shall be processed for payment once a month.

## 41. GRATUITIES

Proposers shall not provide, offer, imply, or otherwise extend any gratuities, including cash, gifts, services, allowances, or enticements in any manner or form, to officers, employees, students, agents, or representatives of the District.

## 42. PROPRIETARY INFORMATION

All proposals received in response to this Request for Proposals become the property of the Sweetwater Union High School District. In the event a contract is awarded, all documentation, regardless of media format, produced as a result of the contract, will become the property of the Sweetwater Union High School District.

## 43. DISTRICT'S REPRESENTATIVE

The District's representative will be:

George Williams
Purchasing Department
1130 Fifth Avenue
Chula Vista, CA 91911
(619) 691-5540

## 44. TERM OF CONTRACT, PRICING & RENEWALS

Pursuant to approval by the District's Board of Trustees, it is anticipated the contract awarded as a result of this RFP shall be for two (2) years.

Any decrease in prices of the products and services listed herein must result in a corresponding decrease in prices to the District for the balance of the contract period, or as long as the lower prices are in effect.

Should the District terminate this agreement, the Proposer also agrees to refrain from implementing any service termination fees or charges in the event of cancellation or termination of this agreement.

Proposer agrees that the District will enjoy the most favorable rates afforded to end users of the Proposer's Telecommunications Services with similar volumes, terms and conditions as the District's.

## 45. DEFAULT

If the Proposer refuses or fails to perform all or any part of its obligations hereunder, or fails to perform all or any part of its obligations in a timely manner, or if the Proposer should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his sub-proposers should violate any of the provisions of this contract, the District may serve written notice upon him and his surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate this contract, and unless within ten (10) days after the serving of such notice, such violation(s) shall cease and arrangements satisfactory to the District for the correction thereof shall have been made, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

#### 46. COST RECORDS

In accordance with generally accepted accounting principles, the Proposer shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the District or to the appropriate federal agencies at all reasonable times.

## 47. PROPOSER CONDUCT

The Proposer agrees to inform the District of all the Proposer's interests, if any, which are or which the Proposer believes to be incompatible with the interests of the District.

The Proposer shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Proposer is doing business or proposing to do business, in accomplishing the work under the contract.

The Proposer shall not use for personal gain or make improper use of privileged information which is acquired in connection with its employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical; personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of proposers or subcontractors in advance of official announcement.

The Proposer or employees thereof shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to District employees.

#### 48. AUDIT AND INSPECTION OF RECORDS

#### 48.1. General

The District shall have the audit and inspection rights described in this section.

## 48.2. Cost or Pricing Data

If the Proposer submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of the commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the District's representative(s) shall have the right to examine all books, records, documents and other data of the Proposer related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

## 48.3. Availability

The materials described above shall be made available at the office of the Proposer, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this contract, or by (a) and (b) below:

- 48.3.1. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- 48.3.2. Records which relate to appeals under this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three (3) years after contract completion, whichever is longer.

#### 49. DISPUTED CHARGES/BILLING

In the event that the District reasonably determines that there is a material discrepancy between the proposer's invoiced charges and the District's calculation of charges owed, the District shall be permitted to withhold the disputed amount; provided, however, that the District agrees to provide notice to the proposer, with supporting documentation illustrating the basis for bona fide dispute within their payment terms.

If such billing disputes remain unresolved within sixty (60) days of submission to the proposer, both parties agree to arbitration by an impartial third party. The contracted proposer shall not disrupt long distance service to the District for such issues pending resolution.

#### 50. RIGHT TO ACQUIRE EQUIPMENT AND SERVICES

Nothing in this agreement shall prohibit the District from acquiring the same type or equivalent equipment and/or services from other sources, when deemed to be in the District's best interest.

## 51. BOARD OF TRUSTEES APPROVAL

Award is subject to the acceptance by the Sweetwater Union High School District Board of Trustees at a regularly scheduled meeting.

## 52. SPECIFICATIONS

- 52.1. Cisco VOiP Unified Communications and Managed Wireless Systems or an Equivalent.
  - 52.1.1. The selected Proposer(s) shall install Cisco VOiP systems, or an equivalent, and associated equipment, at the nine (9) sites identified in this RFP.
  - 52.1.2. All Cisco Unified Communication Manager systems, or equivalent, shall be configured as "hybrids" so that a combination of analog, digital and IP phones are supported.
  - 52.1.3. All equipment servers, gateways, circuit cards, common control, telephone instruments, UPS, etc. -- shall be new and not refurbished or "previously owned." All equipment shall be the most current versions from the manufacturer.
  - 52.1.4. Each branch or school site shall have its own PRI T-1 from the local carrier, COX. This PRI will serve as transport for incoming calls -- main listed numbers and new Direct-in-Dial (DID) service -- as well as for outgoing traffic. There will be six to eight analog backup trunks.
  - 52.1.5. The District's current intent is to install IP telephones in the classrooms for the sites listed in the RFP. Therefore, it will be necessary for the District to upgrade and/or replace existing data network equipment at these schools. At this time, the District has not decided if it will purchase data equipment from Cisco Networks, or instead, buy the requisite networking components from an equivalent.
  - 52.1.6. The Proposer's database designer, working in concert with the District's project team, shall verify each school's actual configuration requirements at least 30 days prior to the scheduled cutover date. If there are changes that affect the project cost (i.e., either an increase or decrease), the Proposer shall prepare and submit the appropriate change order forms to the District's project manager.
  - 52.1.7. All installed access points should be patched in using patch cables provide in this contract and associated to the global controllers within the Districts wireless system.

## 53. INSTALLATION

- 53.1. The District shall be responsible for providing an equipment room that meets or exceeds the minimum requirements for the VoIP Cisco Unified Communication Manager systems, or equivalent. Proposers shall submit the appropriate documentation that defines these environmental parameters.
- 53.2. The new VoIP systems shall be installed at the following school sites:

SCHOOL NAME	ADDRESS
Granger Junior High	2101 Granger Ave, National City 91950
Chula Vista Middle	415 Fifth Ave, Chula Vista 91910
Hilltop Middle	44 East J St, Chula Vista 91910
Mar Vista Academy	1267 Thermal Ave, San Diego 92154
National City Middle	1701 D Ave, National City 91950
Rancho Del Rey Middle	1174 East J St, Chula Vista 91910
Bonita Vista Middle	650 Otay Lakes Rd, Chula Vista 91910
San Ysidro Adult	4220 Otay Mesa Rd, San Ysidro 92173
National City Adult	517 Mile of Cars Way, National City 91950

- 53.3. The wire infrastructure at the sites listed above consists of both Cat 6 and 5e cabling. In general, the administrative areas have Cat 5e and Cat 6 cable while each classroom has one Cat 5e cable for a telephone location and one Cat5e location for a wireless access point. It is the responsibility of the selected Proposer to certify that the cable plant will support these phone types at each of the four installation sites. Moreover, since the District intends to install new network equipment, only the cable plant will need to be "assessed" or certified. Proposers must briefly explain the methodology that they would utilize to accomplish this task. Proposers must also ensure to include any additional labor cost in the "Proposer Pricing Submittal" section.
- 53.4. The selected Proposer must provide its own secure storage compartment if it needs to store items at a District installation site.
- 53.5. The District shall be responsible providing a cable infrastructure that meets or exceeds the minimum requirements for the Cisco Unified Communication Manager systems or equivalent.
- 53.6. Proposer shall connect the Cisco Unified Communications Manager system or equivalent to either new or existing overhead paging systems at the installation sites. Depending upon the type of interface required, the Proposer shall utilize a spare analog port either station or trunk side.
- 53.7. Proposer shall be responsible for replacing, restoring or bringing to original condition, any damage to floors, walls, ceiling, furniture, grounds, pavement, planters, etc., caused by the Proposer, its employees or its subcontractors, in the execution of the contract.
- 53.8. Proposer shall provide turnkey implementation services to ensure a smooth transition to the new VoIP system. The Proposer's database designer shall work with the District's telecom or network coordinator to gather all necessary programming information. The designer shall visit the installations as often as necessary to ensure that he/she is familiar with the telecom requirements of each school site. The designer's implementation process shall include (but not be limited to) the following tasks:
  - Main and ancillary station line assignments
  - Preparation of dial plans that work uniformly with the overall District-wide numbering scheme
  - · Any necessary liaison with the District's carriers
  - Call Manager/ OTM or equivalent setup, design, and training.
  - Call pick-up groups
  - Caller menus
  - Hunt groups
  - Intercom groups/Singlewire Notification
  - Calling restrictions
  - Expansion Modules/Sidecarts
  - Wireless Headsets

- All other features required by users
- Emergency numbers such as District Security, fire, police, 911, etc
- Interface voice communication systems to overhead paging system and conduct intersystem tests.
- 53.9. At the conclusion of each installation, the Proposer's designer shall submit a current database in both electronic and paper format.
- 53.10. The Proposer's project manager shall be responsible for identifying any requested tasks that in its opinion are not within the scope of the project. Moreover, the Proposer must receive written approval via some type of change order document from his/her counterpart (i.e., District's project manager) before assigning any resources labor or material to the related tasks.
- 53.11. The cutovers will commence after the close of business at each school site, at a mutually agreed upon time (Typically, the cutovers will occur on a Friday after 5:00 PM).
- 53.12. Proposer shall perform minor software changes at no cost to the District for a 30-day period after cutover at each of the four installation sites.

#### 54. ACCEPTANCE TESTING

- 54.1. The District and the Proposer shall jointly conduct acceptance testing in accordance with Cisco's, or equivalent, procedures for such testing. These tests shall be conducted within 30 days following the successful cutover of each voice communications system. In addition to compliance with the technical characteristics and quantities of equipment specified in this document, the acceptance testing criteria shall also contain the provision that 30 days of uninterrupted telephone service must be completed prior to the Proposer being deemed to be in compliance with this contract.
- 54.2. For the purpose of final acceptance, the telephone service shall be considered interrupted if there is a failure of call processing that lasts longer than 30 seconds during the business day.
- 54.3. Within 30 days of the cutover date for the initial installation site, the Proposer shall submit its acceptance test plan to the District. Unless otherwise stated, the District shall assume that this plan will become the "standard" test format for the eight installation sites.
- 54.4. To facilitate the cutovers as well as allow adequate time for user training classes, the Proposer shall activate the voice communication systems a minimum of seven (7) days prior to the scheduled cutover dates for the four (4) school sites. This requirement is contingent upon the timeliness of other scheduled tasks -- such as the installation of carrier circuits; switchroom preparation and access; and the availability of the LAN for intersystem testing -- that may not be the primary responsibility of the Proposer.

#### 55. WARRANTY SERVICE

- 55.1. As a minimum requirement, the District requires one-year warranties for each of the systems that are either purchased by the District. These warranties shall cover all parts and labor. District requires that the warranty periods commence at system acceptance, and not at the time of cutover.
- 55.2. Proposer is not responsible for costs relating to repairs that are directly caused through the fault or negligence of the District.
- 55.3. Proposer shall maintain an adequate quantity of spare parts at the local service facility responsible for maintaining the purchase communications (i.e., VoIP System).
- 55.4. Proposer shall guarantee a two-hour (24 hours per day) response time to all emergency maintenance calls, and 24 to 48 hours for routine service calls. The District defines "response time" as the time from initial notification by the District representative to physical presence on-premise by a qualified technician.
- 55.5. Proposer shall explain the nature of the "guarantee" or service assurance in the event that its commitments are not met.
- 55.6. Proposer shall provide the location addresses for the service facilities that will support the purchased systems at the District locations.
- 55.7. During the warranty period, Proposer shall be responsible for all contacts and coordination with the local exchange carriers concerning maintenance and installation of all carrier-maintained circuits and equipment.
- 55.8. Proposer shall briefly describe the procedure to be used by the District for reporting all problems.
- 55.9. District personnel shall have direct access into the Cisco Unified Communications Manager systems, or equivalent, databases. Both the District and the Proposer shall ensure to document system changes so as to minimize any confusion regarding database entries.
- 55.10. The District shall provide the Proposer reasonable access to the District's telephone system to perform maintenance and installation.

#### 56. DOCUMENTATION

The Proposer shall provide a minimum of two (2) complete current sets of the system maintenance, practices, and operational manuals to the District IT Department. One set shall be paper format while the other in CD-ROM format.

#### 57. TRAINING

- 57.1. To ensure that the users quickly become familiar with the system features, Proposer must provide station user training that is specific to the systems (i.e., VoIP System and/or voice messaging) purchased by the District. After contract award and before commencement of training, the vendor shall submit a training course outline for approval by the District.
- 57.2. During the week before the system cutover, Proposer will conduct hands-on station user training. On average, there will be approximately 100 employees at the middle schools, and about 200 at the high schools who will require station user training. The class size will be generally limited to a maximum of 15 District employees.
- 57.3. The District will be responsible for providing training rooms with adequate space for ten to fifteen (15) attendees at each facility. Proposer shall temporarily install ten to fifteen (15) operational telephones, with the types proportional to the quantities purchased by the District.
- 57.4. Proposer shall provide quick reference guides for all installed equipment and software (i.e., IP phones, voice messaging, system management software, etc.) purchased by the District. These guides shall be original materials produced by the system manufacturer. Also, Proposer must provide at least 10% spare reference guides at each school site.
- 57.5. During the initial two days of service for each phase from 7:00 A.M. to 4:00 P.M., Proposer shall provide one (1) fully qualified trainer at each school site. Technicians are not to be designated as trainers.
- 57.6. At the conclusion of the first business day of service for each installation site, the District project team shall meet with Proposer's project manager to determine if additional training support will be necessary. For example, the District may require a roaming trainer for one additional day at each facility, as well as two post-cutover training classes lasting about one hour each.

## 58. PROPOSER PRICING SUBMITTAL

Proposer shall submit	t all pricing a	s requeste	d on the pro	oposal form	. Proposer	shall sta	ate estima	ted
number of calendar	days - from	receipt of	order (ARC	)), required	to install	one (1)	VoIP Unif	ied
Communication Syste	em:		_ days.					

Since telephone instruments are not eligible for E-Rate funding, Proposers shall provide separate pricing in the chart titled "Telephone Sets" below.

Proposers need to provide component descriptions (e.g., special brand and model names, quantities, part numbers, required components, call processors, PSTN gateways)

Proposers must identify any recurring license fees and include the costs in the line item titled "Annual service contract."

#### 59. AGREEMENT

This Agreement is entered into by and between the Sweetwater Union High School District, hereinafter referred to as "District", and

Hereinafter referred to as "Proposer".

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

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## **TERM**

The term of this Agreement shall be from <u>July 1, 2017</u> through <u>June 30, 2019</u>. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement. Also, see Sections 44 and 45.

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## **WORK**

Proposer shall perform and render all services as prescribed and required by the Notice to Proposers, Proposal Form, Instructions to Proposers, General Conditions, Specifications, and all documents forming a part of the proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

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## **NON-FUNDING**

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

IV

## **TERMINATION**

This Agreement may be terminated by the District upon thirty (30) days' written notice to Proposer. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

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## COMPENSATION

Proposer shall be compensated for the performance of its obligations under this Agreement as specified in the executed Quotation Sheet(s), incorporated herein by reference.

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## **METHOD OF PAYMENT**

Proposer will be paid upon receipt and acceptance of materials and supplies by purchase order. For prompt payment, billing must be accurate in all details, and invoice must be submitted in duplicate to Sweetwater Union High School District, Accounts Payable, 1130 Fifth Avenue, Chula Vista, California 91911.

VII

## **CONTRACT DOCUMENTS**

This Agreement shall include the terms and conditions specified in the Notice to Proposers, Proposal Form, Instructions to Proposers, General Conditions, Specifications, and all documents forming a part of the proposal package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VIII

## **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Proposer, by execution of the Agreement, acknowledges Proposer has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

PROPOSER	SWEETWATER UNION HIGH SCHOOL DISTRICT
Name of Company	Signature
Signature	Name Karen Michel, Chief Financial Officer
Name	Date
(Print or type)	
Title	Approved by the Board of Trustees on
Date	Item No
SPIN #	

# PROPOSAL FORM NETWORK EQUIPMENT

## RFP #67-2598-GW

NOTE TO PROPOSERS: All items proposed are to be quoted without sales tax, but should include any other applicable fees, licenses, etc.

The equipment listed below is Cisco equipment. We are requiring Cisco or equal to the following model numbers. All equipment must be compatible with Cisco Prime Network management software and/or Cisco UCS VoIP systems.

	THIS RFP WILL BE AWARDED BY LOT PROPOSER MUST BID ALL ITEMS	Company Name					
Item #	DESCRIPTION	MFG PART #  (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	BONITA VISTA MIDDLE SCHOOL						
1	Cisco (or equal) Catalyst Ethernet compact switch	WS-3560CG-8PC-S	5	\$	\$	\$	\$
2	Cisco (or equal) Catalyst Ethernet Compact switch	WS-3560C-12PC-S	3	\$	\$	\$	\$

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	BONITA VISTA MIDDLE SCHOOL (con't)						
3	Cisco (or equal) 24 port Catalyst switch	3850-24XU	5	\$	\$	\$	\$
4	Cisco (or equal) 48 port Catalyst switch	3850-12X48U	10	\$	\$	\$	\$
5	Cisco (or equal) transceiver module	GLC-SX-MM	30	\$	\$	\$	\$
6	Cisco (or equal) transceiver module	CISCO SFP-10G-LR	10	\$	\$	\$	\$
7	Cisco (or equal) 1000BASE-T SFP transceiver module	GLC-T	10	\$	\$	\$	\$

8	Cisco (or equal) Network Modules	C3KX-NM-1G	15	\$ \$	\$ \$
9	Duplex fiber patch cable	MM 2 mtr Fiber Patch SC to LC	30	\$ \$	\$ \$
10	Duplex fiber patch cable	SM 2 mtr Fiber Patch SC to LC	10	\$ \$	\$ \$
11	Cisco Wireless Access Points (or Equal)	AIR-CAP3802I-A-K9	30	\$ \$	\$ \$

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	BONITA VISTA MIDDLE SCHOOL (con't)						
12	Ethernet patch cable	CAT 6 3' X over	16	\$	\$	\$	\$
13	Ethernet patch cable	CAT 6 7' patch cables (white)	150	\$	\$	\$	\$
14	Ethernet patch cable	CAT 6 2' patch cables (white)	60	\$	\$	\$	\$
15	Cisco (or equal) IP phone	Cisco Model 6921	100	\$	\$	\$	\$
16	Cisco (or equal) IP phone	Cisco Model 8841	30	\$	\$	\$	\$
17	Cisco (or equal) IP phone	Cisco Model 8861	20	\$	\$	\$	\$
18	Wall Mount kits	Cisco 6921	100	\$	\$	\$	\$
19	Cisco (or equal) Expansion Module Complete kit	Cisco CP-BEKEM, CP-PWR-CUBE-4=, CP-PWR-CORD-	5	\$	\$	\$	\$

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	BONITA VISTA MIDDLE SCHOOL (con't)						
20	Cisco (or equal) Complete kit	Cisco 8821 Battery/power supply	10				
21	XtremePower Conversion (XPC) Series UPS Uninterruptible Power Supply, Or equal. Minimum 70 Minutes runtime.	Bidder supplied part number Required- Floor Standing	15				
22	XtremePower Conversion (XPC) Series UPS Uninterruptible Power Supply, Or equal. Minimum 70 Minutes runtime	Bidder supplied part number Required- Vertical rack mount	10				
23	Low profile Cabinet to house the vertical hanging UPS's	Bidder supplied part number Required- Vertical Slim line cabinet	10				
24	Cisco or equal module 1-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	Cisco VWIC2-1MFT-T1/E1	1	\$	\$	\$	\$
25	Cisco or equal module Four-port Voice Interface Card - FXO (Universal)	Cisco VIC2-4FXO	1	\$	\$	\$	\$
26	Cisco or equal module Two-Port Voice Interface Card- FXS and DID	Cisco VIC3-2FXS/DID	1	\$	\$	\$	\$

27	Cisco or equal module High density voice/fax extension module - 24 FXS/DID	Cisco EVM-HD-24FXS/DID	1	\$ \$	\$ \$
28	Cisco or equal module Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	Cisco SM-NM-ADPTR	1	\$ \$	\$ \$
29	Cisco or equal Cable CAT5E 50-PIN TELCO MALE TO FEMALE 25FT	Cisco BBX-ELN29T-0025-MF	1	\$ \$	\$ \$
30	Additional / Complete software, hardware, add on modules, interface items, cabling, in order to interconnect site's existing router to the proposed Cisco Unified Communications Manager or equivalent and Support all site phones and associated devices/accessories and services.			\$ \$	\$ \$
31	Staging, installation and professional engineering services for deployment of the equipment and technologies listed in this section.		1 lot	\$ \$	\$ \$
	BONITA VISTA MIDDLE SCHOOL	TOTAL			\$

	THIS RFP WILL BE AWARDED BY LOT	Company Name						
Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price	
	CHULA VISTA MIDDLE SCHOOL							
1	Cisco (or equal) Catalyst Ethernet compact switch	WS-3560CG-8PC-S	5	\$	\$	\$	\$	
2	Cisco (or equal) Catalyst Ethernet Compact switch	WS-3560C-12PC-S	5	\$	\$	\$	\$	
3	Cisco or equal module 1 port 2nd gen Multifllex Trunk Voice/WAN int. card T1/E1	Cisco VWIC2-1MFT-T1/E1	1	\$	\$	\$	\$	
4	Cisco or equal module Four-port Voice Interface Card - FXO (Universal)	Cisco VIC2-4FXO	1	\$	\$	\$	\$	
5	Cisco or equal module Two-Port Voice Interface Card- FXS and DID	Cisco VIC3-2FXS/DID	1	\$	\$	\$	\$	
6	Cisco or equal module High density voice/fax extension module - 24 FXS/DID	Cisco EVM-HD-24FXS/DID	1	\$	\$	\$	\$	
7	Cisco or equal module Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	Cisco SM-NM-ADPTR	1	\$	\$	\$	\$	
8	Cisco or equal Cable CAT5E 50-PIN TELCO MALE TO FEMALE 25FT	Cisco BBX-ELN29T-0025-MF	1	\$	\$	\$	\$	

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	CHULA VISTA MIDDLE SCHOOL (con't)						
9	Cisco (or equal) 24 port Catalyst switch	3850-24XU	5	\$	\$	\$	\$
10	Cisco (or equal) 48 port Catalyst switch	3850-12X48U	10	\$	\$	\$	\$
11	Cisco (or equal) transceiver module	GLC-SX-MM	20	\$	\$	\$	\$
12	Cisco (or equal) transceiver module	CISCO SFP-10G-LR	10	\$	\$	\$	\$
13	Cisco (or equal) 1000BASE-T SFP transceiver module	GLC-T	10	\$	\$	\$	\$
14	Cisco (or equal) Network Modules	C3KX-NM-1G	15	\$	\$	\$	\$
15	Duplex fiber patch cable	MM 2 mtr Fiber Patch SC to LC	20	\$	\$	\$	\$
16	Duplex fiber patch cable	SM 2 mtr Fiber Patch SC to LC	10	\$	\$	\$	\$
17	Cisco Wireless Access Points (or Equal)	AIR-CAP3802I-A-K9	20	\$	\$	\$	\$

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	CHULA VISTA MIDDLE SCHOOL (con't)						
18	Ethernet patch cable	CAT 6 3' X over	16	\$	\$	\$	\$
19	Ethernet patch cable	CAT 6 7' patch cables (white)	150	\$	\$	\$	\$
20	Ethernet patch cable	CAT 6 2' patch cables (white)	60	\$	\$	\$	\$
21	Cisco (or equal) IP phone	Cisco Model 6921	100	\$	\$	\$	\$
22	Cisco (or equal) IP phone	Cisco Model 8841	30	\$	\$	\$	\$
23	Cisco (or equal) IP phone	Cisco Model 8861	20	\$	\$	\$	\$
24	Wall Mount kits	Cisco 6921	100	\$	\$	\$	\$
25	Cisco (or equal) Expansion Module Complete kit	Cisco CP-BEKEM, CP-PWR- CUBE-4=, CP-PWR-CORD-	5	\$	\$	\$	\$

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	CHULA VISTA MIDDLE SCHOOL (con't)						
26	Cisco (or equal) Complete kit	Cisco 8821 Battery/power supply	10				
27	XtremePower Conversion (XPC) Series UPS Uninterruptible Power Supply, Or equal. Minimum 70 Minutes runtime.	Bidder supplied part number Required- Floor Standing	15				
28	XtremePower Conversion (XPC) Series UPS Uninterruptible Power Supply, Or equal. Minimum 70 Minutes runtime	Bidder supplied part number Required- Vertical rack mount	10				
29	Low profile Cabinet to house the vertical hanging UPS's	Bidder supplied part number Required- Vertical Slim line cabinet	10				
30	Additional / Complete software, hardware, add on modules, interface items, cabling, in order to interconnect site's existing router to the proposed Cisco Unified Communications Manager or equivalent and Support all site phones and associated devices/accessories and services.			\$	\$	\$	\$

31	Staging, installation and professional engineering services for deployment of the equipment and technologies listed in this section.		1 lot	\$ \$	\$ \$
	CHULA VISTA MIDDLE SCHOOL	TOTAL			\$

	THIS RFP WILL BE AWARDED BY LOT	Company Name					
Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	GRANGER JUNIOR HIGH SCHOOL						
1	Cisco (or equal) Catalyst Ethernet compact switch	WS-3560CG-8PC-S	5	\$	\$	\$	\$
2	Cisco (or equal) 24 port Catalyst switch	3850-24XU	5	\$	\$	\$	\$
3	Cisco or equal module 1 port 2 <sup>nd</sup> gen Multifllex Trunk Voice/WAN int. card T1/E1	Cisco VWIC2-1MFT-T1/E1	1	\$	\$	\$	\$
4	Cisco or equal module Four-port Voice Interface Card - FXO (Universal)	Cisco VIC2-4FXO	1	\$	\$	\$	\$
5	Cisco or equal module Two-Port Voice Interface Card- FXS and DID	Cisco VIC3-2FXS/DID	1	\$	\$	\$	\$
6	Cisco or equal module High density voice/fax extension module - 24 FXS/DID	Cisco EVM-HD-24FXS/DID	1	\$	\$	\$	\$
7	Cisco or equal module Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	Cisco SM-NM-ADPTR	1	\$	\$	\$	\$

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	GRANGER JR HIGH SCHOOL (con't)						
8	Cisco or equal Cable CAT5E 50-PIN TELCO MALE TO FEMALE 25FT	Cisco BBX-ELN29T-0025-MF	1	\$	\$	\$	\$
9	Cisco (or equal) 1000BASE-T SFP transceiver module	GLC-T	10	\$	\$	\$	\$
10	Duplex fiber patch cable	MM 2 mtr Fiber Patch SC to LC	10	\$	\$	\$	\$
11	Duplex fiber patch cable	SM 2 mtr Fiber Patch SC to LC	10	\$	\$	\$	\$
12	Cisco (or equal) Network Modules	C3KX-NM-1G	5	\$	\$	\$	\$
13	Cisco Wireless Access Points (or Equal)	AIR-CAP3802I-A-K9	17	\$	\$	\$	\$
14	Ethernet patch cable	CAT 6 3' X over	10	\$	\$	\$	\$
15	Ethernet patch cable	CAT 6 7' patch cables (white)	150	\$	\$	\$	\$
16	Ethernet patch cable	CAT 6 2' patch cables (white)	60	\$	\$	\$	\$
17	Cisco (or equal) IP phone	Cisco Model 6921	100	\$	\$	\$	\$

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	GRANGER JR HIGH SCHOOL (con't)						
18	Cisco (or equal) IP phone	Cisco Model 8841	30	\$	\$	\$	\$
19	Cisco (or equal) IP phone	Cisco Model 78861	20	\$	\$	\$	\$
20	Wall Mount kits	Cisco 6921	100	\$	\$	\$	\$
21	Cisco (or equal) Expansion Module Complete kit	Cisco CP-BEKEM, CP-PWR- CUBE-4=, CP-PWR-CORD-	5	\$	\$	\$	\$
22	Cisco (or equal) Complete kit	Cisco 8821 Battery/power supply	10	\$	\$	\$	\$
23	XtremePower Conversion (XPC) Series UPS Uninterruptible Power Supply, Or equal. Minimum 70 Minutes runtime.	Bidder supplied part number Required- Floor Standing	15	\$	\$	\$	\$
24	XtremePower Conversion (XPC) Series UPS Uninterruptible Power Supply, Or equal. Minimum 70 Minutes runtime	Bidder supplied part number Required- Vertical rack mount	10	\$	\$	\$	\$
25	Low profile Cabinet to house the vertical hanging UPS's	Bidder supplied part number Required- Vertical Slim line cabinet	10				

26	Additional / Complete software, hardware, add on modules, interface items, cabling, in order to interconnect site's existing router to the proposed Cisco Unified Communications Manager or equivalent and Support all site phones and associated devices/accessories and services.			\$ \$	\$ \$
27	Staging, installation and professional engineering services for deployment of the equipment and technologies listed in this section.		1 lot	\$ \$	\$ \$
	GRANGER JR HIGH SCHOOL	TOTAL			\$

		MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)						
Item #	DESCRIPTION  HILLTOP MIDDLE SCHOOL		QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price	
1	Cisco (or equal) Catalyst Ethernet compact switch	WS-3560CG-8PC-S	5	\$	\$	\$	\$	
2	Cisco (or equal) Catalyst Ethernet Compact switch	WS-3560C-12PC-S	5	\$	\$	\$	\$	
3	Cisco or equal module 1 port 2 <sup>nd</sup> gen Multifllex Trunk Voice/WAN int. card T1/E1	Cisco VWIC2-1MFT-T1/E1	1	\$	\$	\$	\$	
4	Cisco or equal module Four-port Voice Interface Card - FXO (Universal)	Cisco VIC2-4FXO	1	\$	\$	\$	\$	
5	Cisco or equal module Two-Port Voice Interface Card- FXS and DID	Cisco VIC3-2FXS/DID	1	\$	\$	\$	\$	
6	Cisco or equal module High density voice/fax extension module - 24 FXS/DID	Cisco EVM-HD-24FXS/DID	1	\$	\$	\$	\$	
7	Cisco or equal module Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	Cisco SM-NM-ADPTR	1	\$	\$	\$	\$	
8	Cisco or equal Cable CAT5E 50-PIN TELCO MALE TO FEMALE 25FT	Cisco BBX-ELN29T-0025-MF	1	\$	\$	\$	\$	

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	HILLTOP MIDDLE SCHOOL (con't)						
9	Cisco (or equal) 24 port Catalyst switch	3850-24XU	8	\$	\$	\$	\$
10	Cisco (or equal) 48 port Catalyst switch	3850-12X48U	12	\$	\$	\$	\$
11	Cisco (or equal) transceiver module	GLC-SX-MM	20	\$	\$	\$	\$
12	Cisco (or equal) transceiver module	CISCO SFP-10G-LR	10	\$	\$	\$	\$
13	Cisco (or equal) 1000BASE-T SFP transceiver module	GLC-T	10	\$	\$	\$	\$
14	Cisco (or equal) Network Modules	C3KX-NM-1G	20	\$	\$	\$	\$
15	Duplex fiber patch cable	MM 2 mtr Fiber Patch SC to LC	20	\$	\$	\$	\$
16	Duplex fiber patch cable	SM 2 mtr Fiber Patch SC to LC	10	\$	\$	\$	\$
17	Cisco Wireless Access Points (or Equal)	AIR-CAP3802I-A-K9	27	\$	\$	\$	\$

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	HILLTOP MIDDLE SCHOOL (con't)						
18	Ethernet patch cable	CAT 6 3' X over	20	\$	\$	\$	\$
19	Ethernet patch cable	CAT 6 7' patch cables (white)	150	\$	\$	\$	\$
20	Ethernet patch cable	CAT 6 2' patch cables (white)	60	\$	\$	\$	\$
21	Cisco (or equal) IP phone	Cisco Model 6921	100	\$	\$	\$	\$
22	Cisco (or equal) IP phone	Cisco Model 8841	30	\$	\$	\$	\$
23	Cisco (or equal) IP phone	Cisco Model 8861	20	\$	\$	\$	\$
24	Wall Mount kits	Cisco 6921	100	\$	\$	\$	\$
25	Cisco (or equal) Expansion Module Complete kit	Cisco CP-BEKEM, CP-PWR-CUBE-4=, CP-PWR-CORD-	5	\$	\$	\$	\$

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	HILLTOP MIDDLE SCHOOL (con't)						
26	Cisco (or equal) Complete kit	Cisco 8821 Battery/power supply	10				
27	XtremePower Conversion (XPC) Series UPS Uninterruptible Power Supply, Or equal. Minimum 70 Minutes runtime.	Bidder supplied part number Required- Floor Standing	15				
28	XtremePower Conversion (XPC) Series UPS Uninterruptible Power Supply, Or equal. Minimum 70 Minutes runtime	Bidder supplied part number Required- Vertical rack mount	10				
29	Low profile Cabinet to house the vertical hanging UPS's	Bidder supplied part number Required- Vertical Slim line cabinet	10				
30	Additional / Complete software, hardware, add on modules, interface items, cabling, in order to interconnect site's existing router to the proposed Cisco Unified Communications Manager or equivalent and Support all site phones and associated devices/accessories and services.			\$	\$	\$	\$

31	Staging, installation and professional engineering services for deployment of the equipment and technologies listed in this section.		1 lot	\$ \$	\$ \$
	HILLTOP MIDDLE SCHOOL	TOTAL			\$

	THIS RFP WILL BE AWARDED BY LOT	Company Name	Company Name							
Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price			
	MAR VISTA ACADEMY SCHOOL									
1	Cisco (or equal) Catalyst Ethernet compact switch	WS-3560CG-8PC-S	5	\$	\$	\$	\$			
2	Cisco (or equal) 24 port Catalyst switch	WS-C3560X-48P-L	5	\$	\$	\$	\$			
3	Duplex fiber patch cable	MM 2 mtr Fiber Patch SC to LC	10	\$	\$	\$	\$			
4	Duplex fiber patch cable	SM 2 mtr Fiber Patch SC to LC	10	\$	\$	\$	\$			

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	MAR VISTA ACADEMY SCHOOL (con't)						
5	Cisco or equal module 1 port 2 <sup>nd</sup> gen Multifllex Trunk Voice/WAN int. card T1/E1	Cisco VWIC2-1MFT-T1/E1	1	\$	\$	\$	\$
6	Cisco or equal module Four-port Voice Interface Card - FXO (Universal)	Cisco VIC2-4FXO	1	\$	\$	\$	\$
7	Cisco or equal module Two-Port Voice Interface Card- FXS and DID	Cisco VIC3-2FXS/DID	1	\$	\$	\$	\$
8	Cisco or equal module High density voice/fax extension module - 24 FXS/DID	Cisco EVM-HD-24FXS/DID	1	\$	\$	\$	\$
9	Cisco or equal module Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	Cisco SM-NM-ADPTR	1	\$	\$	\$	\$
10	Cisco or equal Cable CAT5E 50-PIN TELCO MALE TO FEMALE 25FT	Cisco BBX-ELN29T-0025-MF	1	\$	\$	\$	\$
11	Cisco (or equal) 1000BASE-T SFP transceiver module	GLC-T	10	\$	\$	\$	\$
12	Cisco (or equal) Network Modules	C3KX-NM-1G	5	\$	\$	\$	\$
13	Cisco Wireless Access Points (or Equal)	AIR-CAP3802I-A-K9	37	\$	\$	\$	\$
14	Ethernet patch cable	CAT 6 3' X over	10	\$	\$	\$	\$

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	MAR VISTA ACADEMY SCHOOL (con't)						
15	Ethernet patch cable	CAT 6 7' patch cables (white)	150	\$	\$	\$	\$
16	Ethernet patch cable	CAT 6 2' patch cables (white)	60	\$	\$	\$	\$
17	Cisco (or equal) IP phone	Cisco Model 6921	100	\$	\$	\$	\$
18	Cisco (or equal) IP phone	Cisco Model 8841	30	\$	\$	\$	\$
19	Cisco (or equal) IP phone	Cisco Model 8861	20	\$	\$	\$	\$
20	Wall Mount kits	Cisco 6921	100	\$	\$	\$	\$
21	Cisco (or equal) Expansion Module Complete kit	Cisco CP-BEKEM, CP-PWR- CUBE-4=, CP-PWR-CORD-	5	\$	\$	\$	\$
22	Cisco (or equal) Complete kit	Cisco 8821 Battery/power supply	10	\$	\$	\$	\$

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	MAR VISTA ACADEMY SCHOOL (con't)						
23	XtremePower Conversion (XPC) Series UPS Uninterruptible Power Supply, Or equal. Minimum 70 Minutes runtime.	Bidder supplied part number Required- Floor Standing	15	\$	\$	\$	\$
24	XtremePower Conversion (XPC) Series UPS Uninterruptible Power Supply, Or equal. Minimum 70 Minutes runtime	Bidder supplied part number Required- Vertical rack mount	10	\$	\$	\$	\$
25	Low profile Cabinet to house the vertical hanging UPS's	Bidder supplied part number Required- Vertical Slim line cabinet	10				
26	Additional / Complete software, hardware, add on modules, interface items, cabling, in order to interconnect site's existing router to the proposed Cisco Unified Communications Manager or equivalent and Support all site phones and associated devices/accessories and services.			\$	\$	\$	\$
27	Staging, installation and professional engineering services for deployment of the equipment and technologies listed in this section.		1 lot	\$	\$	\$	\$
	MAR VISTA ACADEMY SCHOOL	TOTAL					\$

	THIS RFP WILL BE AWARDED BY LOT	Company Name					
Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	NATIONAL CITY MIDDLE SCHOOL						
1	Cisco (or equal) Catalyst Ethernet compact switch	WS-3560CG-8PC-S	5	\$	\$	\$	\$
2	Cisco (or equal) 24 port Catalyst switch	WS-C3560X-48P-L	5	\$	\$	\$	\$
3	Duplex fiber patch cable	MM 2 mtr Fiber Patch SC to LC	10	\$	\$	\$	\$
4	Duplex fiber patch cable	SM 2 mtr Fiber Patch SC to LC	10	\$	\$	\$	\$
5	Cisco or equal module 1 port 2 <sup>nd</sup> gen Multifllex Trunk Voice/WAN int. card T1/E1	Cisco VWIC2-1MFT-T1/E1	1	\$	\$	\$	\$
6	Cisco or equal module Four-port Voice Interface Card - FXO (Universal)	Cisco VIC2-4FXO	1	\$	\$	\$	\$
7	Cisco or equal module Two-Port Voice Interface Card- FXS and DID	Cisco VIC3-2FXS/DID	1	\$	\$	\$	\$
8	Cisco or equal module High density voice/fax extension module - 24 FXS/DID	Cisco EVM-HD-24FXS/DID	1	\$	\$	\$	\$

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	NATIONAL CITY MIDDLE SCHOOL (con't)						
9	Cisco or equal module Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	Cisco SM-NM-ADPTR	1	\$	\$	\$	\$
10	Cisco or equal Cable CAT5E 50-PIN TELCO MALE TO FEMALE 25FT	Cisco BBX-ELN29T-0025-MF	1	\$	\$	\$	\$
11	Cisco (or equal) 1000BASE-T SFP transceiver module	GLC-T	10	\$	\$	\$	\$
12	Cisco (or equal) Network Modules	C3KX-NM-1G	5	\$	\$	\$	\$
13	Cisco Wireless Access Points (or Equal)	AIR-CAP3802I-A-K9	15	\$	\$	\$	\$
14	Ethernet patch cable	CAT 6 3' X over	10	\$	\$	\$	\$
15	Ethernet patch cable	CAT 6 7' patch cables (white)	150	\$	\$	\$	\$
16	Ethernet patch cable	CAT 6 2' patch cables (white)	60	\$	\$	\$	\$
17	Cisco (or equal) IP phone	Cisco Model 6921	100	\$	\$	\$	\$
18	Cisco (or equal) IP phone	Cisco Model 8841	30	\$	\$	\$	\$

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	NATIONAL CITY MIDDLE SCHOOL (con't)						
19	Cisco (or equal) IP phone	Cisco Model 8861	20	\$	\$	\$	\$
20	Wall Mount kits	Cisco 6921	100	\$	\$	\$	\$
21	Cisco (or equal) Expansion Module Complete kit	Cisco CP-BEKEM, CP-PWR- CUBE-4=, CP-PWR-CORD-	5	\$	\$	\$	\$
22	Cisco (or equal) Complete kit	Cisco 8821 Battery/power supply	10	\$	\$	\$	\$
23	XtremePower Conversion (XPC) Series UPS Uninterruptible Power Supply, Or equal. Minimum 70 Minutes runtime.	Bidder supplied part number Required- Floor Standing	15	\$	\$	\$	\$
24	XtremePower Conversion (XPC) Series UPS Uninterruptible Power Supply, Or equal. Minimum 70 Minutes runtime	Bidder supplied part number Required- Vertical rack mount	10	\$	\$	\$	\$
25	Low profile Cabinet to house the vertical hanging UPS's	Bidder supplied part number Required- Vertical Slim line cabinet	10				

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	NATIONAL CITY MIDDLE SCHOOL (con't)						
26	Additional / Complete software, hardware, add on modules, interface items, cabling, in order to interconnect site's existing router to the proposed Cisco Unified Communications Manager or equivalent and Support all site phones and associated devices/accessories and services.			\$	\$	\$	\$
27	Staging, installation and professional engineering services for deployment of the equipment and technologies listed in this section.		1 lot	\$	\$	\$	\$
	NATIONAL CITY MIDDLE SCHOOL	TOTAL					\$

	THIS RFP WILL BE AWARDED BY LOT	Company Name					
Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	RANCHO DEL REY MIDDLE SCHOOL						
1	Cisco (or equal) Catalyst Ethernet compact switch	WS-3560CG-8PC-S	3	\$	\$	\$	\$
2	Cisco (or equal) Catalyst Ethernet Compact switch	WS-3560C-12PC-S	3	\$	\$	\$	\$
3	Cisco or equal module 1 port 2 <sup>nd</sup> gen Multifllex Trunk Voice/WAN int. card T1/E1	Cisco VWIC2-1MFT-T1/E1	1	\$	\$	\$	\$
4	Cisco or equal module Four-port Voice Interface Card - FXO (Universal)	Cisco VIC2-4FXO	1	\$	\$	\$	\$
5	Cisco or equal module Two-Port Voice Interface Card- FXS and DID	Cisco VIC3-2FXS/DID	1	\$	\$	\$	\$
6	Cisco or equal module High density voice/fax extension module - 24 FXS/DID	Cisco EVM-HD-24FXS/DID	1	\$	\$	\$	\$
7	Cisco or equal module Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	Cisco SM-NM-ADPTR	1	\$	\$	\$	\$

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	RANCHO DEL REY MIDDLE SCHOOL (con't)						
8	Cisco or equal Cable CAT5E 50-PIN TELCO MALE TO FEMALE 25FT	Cisco BBX-ELN29T-0025-MF	1	\$	\$	\$	\$
9	Cisco (or equal) 24 port Catalyst switch	3850-24XU	5	\$	\$	\$	\$
10	Cisco (or equal) 48 port Catalyst switch	3850-12X48U	5	\$	\$	\$	\$
11	Cisco (or equal) transceiver module	GLC-SX-MM	20	\$	\$	\$	\$
12	Cisco (or equal) transceiver module	CISCO SFP-10G-LR	0	\$	\$	\$	\$
13	Cisco (or equal) 1000BASE-T SFP transceiver module	GLC-T	10	\$	\$	\$	\$
14	Cisco (or equal) Network Modules	C3KX-NM-1G	10	\$	\$	\$	\$
15	Duplex fiber patch cable	MM 2 mtr Fiber Patch SC to LC	20	\$	\$	\$	\$
16	Duplex fiber patch cable	SM 2 mtr Fiber Patch SC to LC	0	\$	\$	\$	\$
17	Cisco Wireless Access Points (or Equal)	AIR-CAP3802I-A-K9	25	\$	\$	\$	\$

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	RANCHO DEL REY MIDDLE SCHOOL (con't)						
18	Ethernet patch cable	CAT 6 3' X over	16	\$	\$	\$	\$
19	Ethernet patch cable	CAT 6 7' patch cables (white)	150	\$	\$	\$	\$
20	Ethernet patch cable	CAT 6 2' patch cables (white)	60	\$	\$	\$	\$
21	Cisco (or equal) IP phone	Cisco Model 6921	100	\$	\$	\$	\$
22	Cisco (or equal) IP phone	Cisco Model 8841	30	\$	\$	\$	\$
23	Cisco (or equal) IP phone	Cisco Model 8861	20	\$	\$	\$	\$
24	Wall Mount kits	Cisco 6921	100	\$	\$	\$	\$
25	Cisco (or equal) Expansion Module Complete kit	Cisco CP-BEKEM, CP-PWR-CUBE-4=, CP-PWR-CORD-	5	\$	\$	\$	\$

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	RANCHO DEL REY MIDDLE SCHOOL (con't)						
26	Cisco (or equal) Complete kit	Cisco 8821 Battery/power supply	10				
27	XtremePower Conversion (XPC) Series UPS Uninterruptible Power Supply, Or equal. Minimum 70 Minutes runtime.	Bidder supplied part number Required- Floor Standing	15				
28	XtremePower Conversion (XPC) Series UPS Uninterruptible Power Supply, Or equal. Minimum 70 Minutes runtime	Bidder supplied part number Required- Vertical rack mount	10				
29	Low profile Cabinet to house the vertical hanging UPS's	Bidder supplied part number Required- Vertical Slim line cabinet	10				
30	Additional / Complete software, hardware, add on modules, interface items, cabling, in order to interconnect site's existing router to the proposed Cisco Unified Communications Manager or equivalent and Support all site phones and associated devices/accessories and services.			\$	\$	\$	\$

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	RANCHO DEL REY MIDDLE SCHOOL (con't)						
31	Staging, installation and professional engineering services for deployment of the equipment and technologies listed in this section.		1 lot	\$	\$	\$	\$
	RANCHO DEL REY MIDDLE SCHOOL	TOTAL					\$

	THIS RFP WILL BE AWARDED BY LOT	Company Name					
Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	NATIONAL CITY ADULT SCHOOL						
1	Cisco (or equal) 24 port Catalyst switch	3850-24XU	6	\$	\$	\$	\$
5	Cisco (or equal) transceiver module	GLC-SX-MM	6	\$	\$	\$	\$
6	Cisco (or equal) transceiver module	CISCO SFP-10G-LR	6	\$	\$	\$	\$
7	Cisco (or equal) 1000BASE-T SFP transceiver module	GLC-T	12	\$	\$	\$	\$
8	Cisco (or equal) Network Modules	C3KX-NM-1G	6	\$	\$	\$	\$
9	Duplex fiber patch cable	MM 2 mtr Fiber Patch SC to LC	6	\$	\$	\$	\$
10	Duplex fiber patch cable	SM 2 mtr Fiber Patch SC to LC	6	\$	\$	\$	\$
11	Cisco Wireless Access Points (or Equal)	AIR-CAP3702I-A-K9	0	\$	\$	\$	\$

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	NATIONAL CITY ADULT SCHOOL (con't)						
12	Ethernet patch cable	CAT 6 3' X over	16	\$	\$	\$	\$
13	Ethernet patch cable	CAT 6 7' patch cables (white)	150	\$	\$	\$	\$
14	Ethernet patch cable	CAT 6 2' patch cables (white)	25	\$	\$	\$	\$
15	Cisco (or equal) IP phone	Cisco Model 6921	100	\$	\$	\$	\$
16	Cisco (or equal) IP phone	Cisco Model 8841	30	\$	\$	\$	\$
17	Cisco (or equal) IP phone	Cisco Model 8861	20	\$	\$	\$	\$
18	Wall Mount kits	Cisco 6921	100	\$	\$	\$	\$
19	Cisco (or equal) Expansion Module Complete kit	Cisco CP-BEKEM, CP-PWR- CUBE-4=, CP-PWR-CORD-	5	\$	\$	\$	\$

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	NATIONAL CITY ADULT SCHOOL (con't)						
20	Cisco (or equal) Complete kit	Cisco 8821 Battery/power supply	10	\$	\$	\$	\$
21	Cisco or equal module 1 port 2nd gen Multifllex Trunk Voice/WAN int. card T1/E1	Cisco VWIC2-1MFT-T1/E1	1	\$	\$	\$	\$
23	Cisco or equal module Four-port Voice Interface Card - FXO (Universal)	Cisco VIC2-4FXO	1	\$	\$	\$	\$
24	Cisco or equal module Two-Port Voice Interface Card- FXS and DID	Cisco VIC3-2FXS/DID	1	\$	\$	\$	\$
25	Cisco or equal module High density voice/fax extension module - 24 FXS/DID	Cisco EVM-HD-24FXS/DID	1	\$	\$	\$	\$
26	Cisco or equal module Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	Cisco SM-NM-ADPTR	1	\$	\$	\$	\$
27	Cisco or equal Cable CAT5E 50-PIN TELCO MALE TO FEMALE 25FT	Cisco BBX-ELN29T-0025-MF	1	\$	\$	\$	\$

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	NATIONAL CITY ADULT SCHOOL (con't)						
28	XtremePower Conversion (XPC) Series UPS Uninterruptible Power Supply, Or equal. Minimum 70 Minutes runtime.	Bidder supplied part number Required- Floor Standing	15				
29	XtremePower Conversion (XPC) Series UPS Uninterruptible Power Supply, Or equal. Minimum 70 Minutes runtime	Bidder supplied part number Required- Vertical rack mount	10				
30	Low profile Cabinet to house the vertical hanging UPS's	Bidder supplied part number Required- Vertical Slim line cabinet	10				
31	Additional / Complete software, hardware, add on modules, interface items, cabling, in order to interconnect site's existing router to the proposed Cisco Unified Communications Manager or equivalent and Support all site phones and associated devices/accessories and services.			\$	\$	\$	\$
32	Staging, installation and professional engineering services for deployment of the equipment and technologies listed in this section.		1 lot	\$	\$	\$	\$
	NATIONAL CITY ADULT SCHOOL	TOTAL					\$

	THIS RFP WILL BE AWARDED BY LOT	Company Name						
Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price	
	SAN YSIDRO ADULT SCHOOL							
1	Cisco (or equal) 24 port Catalyst switch	3850-24XU	6	\$	\$	\$	\$	
2	Cisco or equal module 1 port 2nd gen Multifllex Trunk Voice/WAN int. card T1/E1	Cisco VWIC2-1MFT-T1/E1	1	\$	\$	\$	\$	
3	Cisco or equal module Four-port Voice Interface Card - FXO (Universal)	Cisco VIC2-4FXO	1	\$	\$	\$	\$	
4	Cisco or equal module Two-Port Voice Interface Card- FXS and DID	Cisco VIC3-2FXS/DID	1	\$	\$	\$	\$	
5	Cisco or equal module High density voice/fax extension module - 24 FXS/DID	Cisco EVM-HD-24FXS/DID	1	\$	\$	\$	\$	
6	Cisco or equal module Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	Cisco SM-NM-ADPTR	1	\$	\$	\$	\$	
7	Cisco or equal Cable CAT5E 50-PIN TELCO MALE TO FEMALE 25FT	Cisco BBX-ELN29T-0025-MF	1	\$	\$	\$	\$	

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	SAN YSIDRO ADULT SCHOOL (con't)						
8	Cisco (or equal) transceiver module	GLC-SX-MM	6	\$	\$	\$	\$
9	Cisco (or equal) transceiver module	CISCO SFP-10G-LR	6	\$	\$	\$	\$
10	Cisco (or equal) 1000BASE-T SFP transceiver module	GLC-T	12	\$	\$	\$	\$
11	Cisco (or equal) Network Modules	C3KX-NM-1G	6	\$	\$	\$	\$
12	Duplex fiber patch cable	MM 2 mtr Fiber Patch SC to LC	6	\$	\$	\$	\$
13	Duplex fiber patch cable	SM 2 mtr Fiber Patch SC to LC	6	\$	\$	\$	\$
14	Cisco Wireless Access Points (or Equal)	AIR-CAP3702I-A-K9	0	\$	\$	\$	\$
15	Ethernet patch cable	CAT 6 3' X over	16	\$	\$	\$	\$
16	Ethernet patch cable	CAT 6 7' patch cables (white)	150	\$	\$	\$	\$

Item #	DESCRIPTION SAN YSIDRO ADULT SCHOOL	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	(con't)						
17	Ethernet patch cable	CAT 6 2' patch cables (white)	23	\$	\$	\$	\$
18	Cisco (or equal) IP phone	Cisco Model 6921	100	\$	\$	\$	\$
19	Cisco (or equal) IP phone	Cisco Model 8841	30	\$	\$	\$	\$
20	Cisco (or equal) IP phone	Cisco Model 8861	20	\$	\$	\$	\$
21	Wall Mount kits	Cisco 6921	100	\$	\$	\$	\$
22	Cisco (or equal) Expansion Module Complete kit	Cisco CP-BEKEM, CP-PWR- CUBE-4=, CP-PWR-CORD-	5	\$	\$	\$	\$
23	Cisco (or equal) Complete kit	Cisco 8821 Battery/power supply	10				
24	XtremePower Conversion (XPC) Series UPS Uninterruptible Power Supply, Or equal. Minimum 70 Minutes runtime.	Bidder supplied part number Required- Floor Standing	15				

Item #	DESCRIPTION	MFG PART # (Unless otherwise specified, Cisco is the manufacturer for all listed parts)	QTY (ea.)	E-Rate Eligible (Unit Price)	E-Rate Non- Eligible (Unit Price)	Unit Price	Extended Price
	SAN YSIDRO ADULT SCHOOL (con't)						
25	XtremePower Conversion (XPC) Series UPS Uninterruptible Power Supply, Or equal. Minimum 70 Minutes runtime	Bidder supplied part number Required- Vertical rack mount	10				
26	Low profile Cabinet to house the vertical hanging UPS's	Bidder supplied part number Required- Vertical Slim line cabinet	10				
27	Additional / Complete software, hardware, add on modules, interface items, cabling, in order to interconnect site's existing router to the proposed Cisco Unified Communications Manager or equivalent and Support all site phones and associated devices/accessories and services.			\$	\$	\$	\$
28	Staging, installation and professional engineering services for deployment of the equipment and technologies listed in this section.		1 lot	\$	\$	\$	\$
	SAN YSIDRO ADULT SCHOOL	TOTAL					\$

#### SWEETWATER UNION HIGH SCHOOL DISTRICT

Purchasing Department 1130 Fifth Avenue, Chula Vista, CA 91911-2896 (619) 691-5540

#### **NOTICE TO PROPOSERS**

NOTICE IS HEREBY GIVEN that the SWEETWATER UNION HIGH SCHOOL DISTRICT of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than, the dates and times noted below, sealed proposals for award of the following:

# RFP No. 67-2598-GW Managed Wireless Systems and VoIP Unified Communications January 5, 2017 Before 4:00 pm

Requests for Proposals shall be received in the Purchasing Department of the SWEETWATER UNION HIGH SCHOOL DISTRICT at 1130 Fifth Avenue, Chula Vista, California. Each proposal must conform and be responsive to the contract documents. Copies of the proposal may be obtained from the District's website after November 25, 2016. Go to <a href="https://www.sweetwaterschools.org">www.sweetwaterschools.org</a>, click on the 'Departments' heading; click on the 'P' tab; click on Purchasing; click on the Vendor Info tab; click on Proposal Opportunities; click on the Vendor Registration Page; follow the instructions to register with DemandStar.

The SWEETWATER UNION HIGH SCHOOL DISTRICT hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this Notice, business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

The District reserves the right to reject any or all proposals, to accept or reject any one or more items of a proposal, or to waive any irregularities, or informalities in the proposals or in the proposing.

No proposer may withdraw his proposal for a period of ninety (90) days after the date set for the opening of the proposals.

### **DEANNE VICEDO**

Clerk of the Governing Board Sweetwater Union High School District San Diego County, California

Ad dates: 11/25/16 and 12/2/16



## **Purchasing/Warehouse Distribution Department**

1130 Fifth Avenue Chula Vista, California 91911-2896 (619) 691-5540 • FAX (619) 426-2397

December 16, 2016

RFP # 67-2598-GW Managed Wireless Systems and VoIP Unified Communications

Proposers are advised that the date for submittal of the above mentioned RFP has been changed to January 17, 2017 BEFORE 4:00 pm.



## **Purchasing/Warehouse Distribution Department**

1130 Fifth Avenue Chula Vista, California 91911-2896 (619) 691-5540 • FAX (619) 426-2397

December 20, 2016

RFP # 67-2598-GW Managed Wireless Systems and VoIP Unified Communications

All inquiries in RFP # 67-2598-GW Managed Wireless Systems and VoIP Unified Communications should be directed to george.williams@sweetwaterschools.org.

This is a change from the email address that was originally listed.



## **Purchasing/Warehouse Distribution Department**

1130 Fifth Avenue Chula Vista, California 91911-2896 (619) 691-5540 - FAX (619) 426-2397

**December 22, 2016** 

RFP # 67-2598-GW Managed Wireless Systems and VoIP Unified Communications

**ADDENDUM NO. 3** 

The Sweetwater Union High School District has received the following questions relative to RFP 67-2598-GW Managed Wireless Systems and VoIP Unified Communications:

Q1: Is cabling already installed at the school sites and district offices, or will new cabling need to be run for both the Wireless and VoIP equipment?

A1: Yes, Cabling is already installed.

Q2: Can you clarify which sites need cabling and an approximation of length per run per site?

A2: No cabling needed

Q3: Are we just installing the APs or cabling and installing?

A3: You will be installing and cabling is in place already. In some cases, you will be replacing the existing and returning the old to the District IT department.

Q4: Ceiling mount or wall mount?

A4: Ceiling is preferable

**Q5: How high are the ceilings?** A5: Sites vary in types of ceiling

Q6: Will a lift be required?

A6: No lift, in most of all cases a 12' A-frame ladder is sufficient.

### Q7: What is the timeframe of the project?

A7: It is anticipated the contract awarded as a result of this RFP shall be for two (2) years.

### Q8: What are the hours of operation for the install?

A8: Between 7am and 9:30pm M-F

### Q9: What category of patch cables are needed (CAT5e, CAT6)?

A9: For wireless access points we would use CAT6

### Q10: Do you have a color preference for the patch cords?

A10: Blue or Gray. In the classroom we would want white and in an IDF location we would prefer blue

### Q11: Do you have a manufacturer preference for the cabling/patch cords?

A11: Patch Cords to comply with CAT5e/CAT6 standards

### Q12: Can we do a site walk through from a cabling perspective in advance?

A12: No cabling needed

### Q13: Will you be providing a floorplan drawing showing WAP placements?

A13: We will provide room numbers of where the access points will be placed.

### Q14: What size are the switch(es)

A14: Generally, we use 24 and 48 port switches

### Q15: Is there same day testing support required?

A15: The contractor should provide same day testing for themselves and provide the District IT department with the test results per site.

### Q16: Is there first day in service (FDIS) next day visit required?

A16: Yes

### Q17: Deliverable requirements?

A17: Any deliverables should be delivered to the District IT Department

### Q18: How many drops per school?

A18: No cabling needed

### Q19: How many cables per drop?

A19: No cabling needed

Q20: How will the Access Points be managed? Are licenses required?

A20: Allan Refer to answer #10

Q21: Do we need to test every cable in each school to ensure cabling system can support the UC install (RFP states 8000 user but I only count 1500 phones)?

A21: No

Q22: Also are we also required to test any backbone cabling (copper or fiber) between IDF and MDF closets?

A22: No

Q23: Will the school district be providing cutsheets for user patching at each IDF/MDF or will the vendor be responsible for tagging, labeling and creating their own cutsheets?

A23: No cabling required

Q24: Please summarize what type of current wireless and performing issues are being experienced? Any dead zones?

A24: This is not part of the RFP. The district is responsible for performance issues and the contractors to place the access points where requested.

Q25: Please provide floor plans and facility map in electronic format. CAD/JPEG/PDF files are the recommended.

A25: Noted

Q26: Does the district plan on stipulating heat maps to determine access point locations for each site?

A26: Again the RFP is to just place the access points where the IT Department states in SOW before the job starts.

Q27: Does the district require the bidder to provide professional services to perform passive RF survey after the installation of the new access points?

A27: No.

Q28: Overall square footage of each site?

A28: No Cabling Required

Q29: Are the access points being replaced with the newer AP3802 or only adding further access points to each existing location?

A29: Both scenarios are possible.

Q30: What is the current make and model of the Access Point and Wireless Controller?

A30: Cisco WLC 5508's and 3502I and 3702I

Q31: What is the current quantity of Access point per site? Is the current wireless architect centralized or local to each site?

A31: Controllers are centralized for some sites and local for others. Smaller sites are 30 to 60 and the larger sites are all the way up to 100

Q32: What types of applications are used over the wireless network? (e.g. streaming video, high resolution graphic downloads, bandwidth intensive applications

A32: Varies

Q33: Do you currently use Voice over wireless? If yes, what type of applications/devices/number of concurrent calls per site?

A33: No

Q34: How many wireless users per site, and what type of mobility devices are authenticated over the current wireless network?

A34: Up to 3k and range from Ipads to laptops as well as BYOD's

Q35: Is there a requirement for outdoor Wireless Access Point? If yes, please outline the area in the floor plan and provide the quantity for each site.

A35: Not with this RFP

Q36: Are wireless location based services desired (RFID and/or Bluetooth)?

A36: Access points should be capable of providing that.

Q37: Does the district require bidder to provide professional services for configuring and installing the wireless and switches listed for each site?

A37: No just installation of access points and switches. Some may be needed for specific switch configuration settings pertaining to VoIP.

Q38: Is the bidder responsible for mounting the new access points?

A38: Yes

Q39: Does the district have the required amount of licenses available in the wireless controller to support the new access points?

A39: Yes

Q40: Does the district require the bidder to upgrade the existing controllers and review the configuration for best practice recommendation?

A40: Review for best practices would be a bonus but upgrade is not part of the RFP

# Q41: What kind of interface is required (PRI, IP, etc) when integrating with the an existing Nortel systems?

A41: Each new VoIP site listed in the RFP will connect via WAN/IP for 5-digit dialing, and use existing PRI and Associated DIDs for 7 Digit Dialing.

Q42: Share model of existing Nortel System with the full release information?

A42: Refer to RFP, "5. Scope" paragraph #2 for System Information

Q43: What is the bandwidth available between all the site including datacenter?

A43: Metro-E services 1Gbps from each site coming in to the data center over a 20 Gbps

# Q44: Details of an overhead paging systems that needs to be replaced or integrate with the new VOIP system?

A44: Existing Paging System is Singlewire/Informacast and will not be replaced

# Q45: How much admin training is required? Are we referring to Admin training under section 57.5?

A45: Answer: Sufficient time and training Per the RFP: "During the week before the system cutover, Proposer will conduct hands-on station user training. On average, there will be approximately 100 employees at the middle schools, and about 200 at the high schools who will require station user training. The class size will be generally limited to a maximum of 15 District employees."

### Q46: Is there any requirement to integrate with existing E911 System?

A46: Database Gathering and final Cut Sheets provided by proposer shall be integrated into E911 through our existing service provider COX communications.

# Q47: Please share existing model of ISR gateways for each site and the compute platform used to host Cisco Collaboration applications since they are not part of the BoM provided in the RFP?

A47: We have not finalized the choice of voice gateway yet but we presently use the Cisco 2951 series router

Q48: Is there any requirement for Informacast?

A48: Informacast will not be upgraded nor replaced.

Q49: Is Racking and Stacking required for all the equipment?

A49: Yes

Q50: In regards to RFP 67-2598-GW, our insurance carrier requests for wording to be changed in regards to the Insurance Section. Another comment on page 21 regarding "Disputed charges" and our attorney respectfully requests this language to be removed. Will you please review the attached comments and let us know if these can be changed?

A50: The District is not in agreement to any of the changes proposed.

Q51: The RFP 67-2598-GW Managed Wireless Systems and VoIP is unclear as to its intent – the title of the RFP for wireless is "Managed Wireless Systems" yet there is no request for Managed Internal Broadband Service or "MIBS" which is offered by Schools and Libraries Division of USAC to allow School Districts to utilize third party vendors to manage a district's eligible broadband internal connections components. This service includes the management and operation of the LAN/WLAN including installation, activation and initial configuration of eligible components, and on-site training on the use of the eligible equipment. Is the District applying for Manage Internal Broadband Service? And if so will there be an additional Form 470 requesting this service?

A51: No. District is not applying for managed internal broadband services. Managed wireless using wireless controllers/servers within the District campus using controller based wireless access points.

Q52: Proposal form says, "All items proposed are to be quoted without sales tax." However, page 11 section 18 indicates, "For the purposes of this RFP, any applicable taxes, fees or government surcharges shall be itemized separately in the Pricing sections." How should we account for taxes?

A52: Itemize taxes separately in the pricing sections

Q53: In Section 8.5, it states that Proposer must submit (5) four copies of its proposal to the District's representative. Should we submit 4 or 5 copies plus one original?

A53: Four (4) Copies plus one original

Q54: Is this project subject to prevailing wages? If so, which wage determination should be used?

A54: Yes, please refer to the California Department of Industrial Relations website for determinations.

Q55: As there are UPS systems included in this bid, is the district requiring bidders to have a C-10 license?

A55: C7 low voltage is acceptable

Q56: Will manufacturer certifications be required of the bidders, such as Cisco Gold?

A56: Yes, this would be preferable to have the certification level.

# Q57: No licensing has been specified for the multiple phones being quoted. What license does the District require?

A57: District requires proposer to include all telephone set access licenses Per "5.SCOPE"

The purpose of this Request for Proposal is to obtain Cisco VoIP Systems, or equal for 7 middle schools and 2 adult schools that will work with our existing Cisco Unified Communications Manager, Cisco VoIP Telephone sets, associated peripherals, Cisco Access licensing, network hardware and infrastructure.

Q58: How will the Access Points be managed? Are licenses required?

A58: The access points will be managed through Cisco WLC's and we will no need licensing

# Q59: For the following parts there is not enough information provided to determine which particular switch the District is requiring

- a. Buena Vista Middle School
- i. Item #3 3850-24XL Please specify which switch the District is requiring.
- ii. Item #4 3850-12X48U Please specify which switch the District is requiring.

A59: These items and quantities should be on the RFP

Q60: For the following parts the part number appears to be missing one character. Please confirm is the part identified is correct.

**Buena Vista Middle School** 

Item #5 GLC-SX-MM or GLC-SX-MMD?
Item #6 SFP-10G-LR or SFP-10G-LRM?

A60: The GLC-SX-MMD is the replacement part for the GLC-SX-MM and SFP-10G-LR is for single mode fiber only and has a lot longer reach. The SFP-10G-LRM is multi-mode or single mode fiber and has a lot less reach.

# Q61: Buena Vista Middle School Item #8 C3KX-NM-1G: This item in only available as a REMANUFACTURED item. Please confirm this is the item required.

A61: This item is not needed any longer with the model switch that is specified. It can be deleted

A62: Cisco shows this model number as well AIR-AP3802I-x-K9 but I have seen them listed with both numbers. Q63: Item #15 Cisco Phone 6921: This item in only available as a REMANUFACTURED item. Please confirm this is the item required. A63: Replace all 6921 Sets with Cisco Phone 7811 Q64: Item #18 Cisco Phone 6921: Wall Mount Kit A64: Replace all 6921 Wall Mount Kits with 7811 Wall Mount Kit Q65: Item #29 BBX-ELN29T-0025-MF: Not a valid Cisco part number. A65: This is not a cisco part number. It is a Black Box part number for 50 pin Telco male to 50 pin Telco male cable. Q66: No licensing has been specified for the multiple phones being quoted. What license does the District require? A66: Please refer to Question #55 The proposer shall sign acknowledgement of receipt of addendum below and fax to my attention at (619) 426-2397. TIME IS OF THE ESSENCE. Name/Title **Company Name** Date

Q62: Item #11 AIR-CAP3802I-A-K9: This is not a valid part number.



Purchasing/Warehouse Distribution Department 1130 Fifth Avenue Chula Vista, California 91911-2896 (619) 691-5540 - FAX (619) 426-2397

Date: January 5, 2017

To: All Prospective Proposers

RFP # 67-2598-GW: Managed Wireless Systems and VoIP Unified Communications

From: George Williams

Purchasing Manager

RE: ADDENDUM NO. 4

The Sweetwater Union High School District has received the following questions relative to RFP# 67-2598-GW Managed Wireless Systems and VoIP Unified Communications

Q1: Does the District already have the Core CUCM platform in place (i.e, servers and licensing)? If so, what version is the District currently using and what type of licensing? What is the desired call flow?

A1: The District currently has the Core CUCM 10.5.2.13900-12 Call Flow currently is provided through site based PRI for 7 digit dialing and through SIP over our WAN for 5 digit dialing.

Q2: Is the District looking to replace their current Microsoft Exchange Unified Messaging with Cisco Unity Connection?

A2: No

Q3: Does the District require the proposer to quote user licenses for the new system?

A3: Yes, Proposer to quote all licensing associated with quoted products I.E. Telephone sets

Q4: What model routers are currently at each site, and can you provide the current configuration in regards to any existing modules?

A4: Our existing routers will not support voice services. The District will have to provide outside of this bid a stub router to use at each site with the needed module to achieve all requirements in this bid for voice services. The District will be open to suggestions from bidder on what router to use as a stub and provide the needed local services.

Q5: Does the District require PVDMs for their existing routers?

A5: Refer to the previous question and if needed to complete the requirements.

Q6: Does the District require SRST licenses for their existing routers?

A6: Yes, the district requires that proposers include SRST licensing.

Managed Wireless Systems and VoIP Unified Communications

## Q7: The part number GLC-T is going end of sale June 1, 2017. Would the District like the proposer to quote the GLC-TE instead?

A7: Yes

Q8: Does the proposed solution need to support FCoE?

A8: Not at this time

Q9: Does the District plan to implement FCoE in the future?

A9: The District would like to have the possibility to use all protocols in the future and financially feasible.

# Q10: A-Domain wireless access points are no longer available. Will the District accept the B-Domain wireless access points?

A10: Since the FCC has stopped allowing shipment of the A domain WAPs effective June 2016 I believe there is no choice here. Yes we will accept B-Domain

Q11: What model wireless controller does the District currently have?

A11: Cisco 5508 WLC's

Q12: Does the District require additional licenses for their existing wireless controller?

A12: No

Q13: Is the District looking for just the battery and power supply for the Cisco 8821 phones, or does the District require the Cisco 8821 phones as well?

A13: Just the battery and power supply

Q14: The Cisco 6921 phone is end of sale and no longer available. Does the District have a preferred model or specific technical requirements for the phone?

A14: Equivalent model to be Cisco Phone 7811 and associated wall mount kit for this model

Q15: The WS-C3560X-48P-L is end of sale and no longer available. Would the District like the Proposer to the replacement WS-C3650-48PD-L?

A15: All switches within this bid should be Cisco 3850 series M-bit versions or equal. The switch will need to provide greater than 1 gig per port.

Q16: What IOS image does the District require for the Cisco 3850 switches (LAN BASE, IP BASE, etc)?

A16: LAN Base is acceptable unless bidder sees a need to go with IP BASE for enhanced voice services

Q17: What is the max configurable power required for the floor standing UPS?

A17: Minimum 70 Minutes runtime.

Q18: What is the max configurable power required for the vertical mounted UPS?

A18: Minimum 70 Minutes runtime.

Q19: Is network management required for the UPS?

A19: Yes

Q20: Does the District have network diagrams available that show MDF and IDF locations and rack elevations?

A20: We have not to scale maps showing the locations of the IDF and MDF locations. We do not have rack elevations of the sites.

Q21: Is the documentation listed in section 56 need to be submitted with the proposal, or only by the selected Proposer?

A21: This documentation is to be submitted by the selected proposer only

Q22: Section 53.8 mentions integration with existing paging system. What paging system is the District currently using and what version?

A22: Informacast/Single Wire Ver. 9.0.2

Q23: Section 53.8 mentions emergency numbers. What is the District currently using for E911 services and what version?

A23: District's Telephone Service provider is COX Communications and their E911 Service.

Q24: Section 58 states Proposer must list the number of Calendar days required to install (1) VoIP system. Can you clarify what you mean by (1) VoIP system? Is that for (1) site or for the entire system?

A24: For each site individually

Q25: The VWIC2-1MFT-T1/E is end of sale and no longer available. Would the District like the Proposer to the replacement VWIC3-1MFT-T1/E?

A25: Whatever the direct replacement is will be acceptable

Q26: EVM-HD-24FXS/DID is not a valid part number. There is an 8-port version available EVM-HD-8FXS/DID. How would the District like the Proposer to proceed?

A26: In some case where we need more then 8FXS we would have to attain multiple modules.

Proposals are due on January 17, 2017 before 4:00 pm (Pacific Standard Time) per the Purchasing Departments timestamp. No late proposals will be accepted. No Exceptions

Proposer to sign acknowledgment of rec OF THE ESSENCE.	eipt of revision below and fax to my attention at (619) 426-2397. TIME IS
Name/Title	Company Name
Date	



### **April 10, 2017**

Board Item - N.-3.

### **Issue:**

RFP No. 67-2602-LB - Bond Performance Audit Service.

### **Superintendent's Recommendation:**

Approve staff's request to issue RFP No. 67-2602-LB for Bond Performance Audit Service, as requested by the chief financial officer.

### **Analysis**:

In 2006, San Diego County voters approved Bond Proposition O for \$644 million to provide improvements to Sweetwater Union High School District facilities. The Proposition O School Construction Bond funds are to be used for school repairs, rehabilitation, technology upgrades, health and safety needs, and asbestos and lead paint removal at the district's local schools. The Bond Program is in its tenth year of implementation.

The bond performance audit will provide an independent evaluation of Proposition O School Construction Bond funds as required by district objectives and California Proposition 39, the "Smaller Classes, Safer Schools and Financial Accountability Act" (Proposition 39), California Constitution (State Constitution) Article XIII A, and California Education Code (Education Code) Section 15272.

These California State (State) requirements specify that the proceeds from the sale of school facilities bonds are expended only on the specific projects listed in the proposition authorizing the sale of bonds. Both the State Constitution and Education Code require an annual independent performance audit to verify Bond proceeds are used on Listed Projects.

Finally, Senate Bill 1473, "School facilities bond proceeds: performance audits" (SB 1473), approved by the Governor on September 23, 2010, amended California Education Code to add Section 15286, which requires that the annual performance audit is conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS) issued by the Comptroller General of the United States.

This RFP will provide an independent evaluation of services to ensure that performance audit procedures are in accordance with Generally Accepted Government Audit Procedures (GAGAS). Those services would include:

- 1. Proposition 39 compliance.
- 2. Review of the districts staffing plan.
- 3. Cash Flow Analysis of Design and Construction Schedules.
- 4. Comparison of design and construction budget management practices to Government Finance Officers Association (GFOA) standards.
- 5. Assessment of bidding and procurement procedures.
- 6. Bond program master planning and reporting.
- 7. Analysis of claim avoidance procedures.
- 8. Review of materials specifications.
- 9. Review of cost benefit and value engineering analyses procedures.
- 10. Evaluate the implementation of controls surrounded by the maintenance of district assets funded with Proposition O and warranty conditions.

For questions regarding this board item, please contact Karen Michel at 619-691-5550 or karen.michel@sweetwaterschools.org.

	pact:

None.

### **ATTACHMENTS:**

RFP No. 67-2602-LB

Description

Type

Backup Material

# REQUEST FOR PROPOSAL NO.: 67-2602-LB FOR BOND PERFORMANCE AUDIT SERVICES

Sweetwater Union High School District is seeking a qualified firm to perform bond program performance audit services

RFP Release Date: April 14, 2017 Submission Deadline: May 4, 2017



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### INTRODUCTION

### 1. Introduction

Sweetwater Union High School District ("District") is seeking qualified professional firm to provide bond program performance audit services for our Proposition O Bond Program as described herein. The District may also be interested in an option to extend audit services for two additional years once approved by the Board of Trustees. Qualified firms must meet all of the criteria contained to be considered.

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process/or the award of the contract with any member of the District, Governing Board, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the Respondent submitting a RFQ/P Packet.

### 2. Background

The Sweetwater Union High School District office is located in Chula Vista, California. The boundaries of the District extend to the following cities, National City, Imperial Beach and South San Diego. The district is primarily a secondary school district, providing services to approximately 41,000 students in grade K-12. We currently have 12 high schools, 11 middle schools/junior high schools, 1 continuation high school, 1 charter high school, 2 elementary charter schools and 20 alternative education schools/programs. In addition, we also operate 4 adult education sites. Additional detailed information about the District may be found at <a href="https://www.sweetwaterschools.org">www.sweetwaterschools.org</a>.

On November 7, 2006, the voters of San Diego County approved, by more than 55%, Proposition O which authorized the issuance and sale of \$644,000,000 of general obligation bonds. On March 12, 2008, the District issued a series 2008A of the Election of

2006 General Obligation Bonds in the amount of \$180,000,000. On March 9, 2016, the District issued a series 2016B of the Election of 2006 General Obligation Bonds in the amount of \$97,000,000.

Proposition O is a Proposition 39 bond. The passage of Proposition 39 on November 7, 2000, amended the California Constitution to include accountability measures. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on the specific projects listed as well as an annual, independent financial audit of the proceeds from the sale of the bonds until all of the proceeds have been expended for facilities projects.

Upon the passage of Proposition 39, an accompanying piece of legislation, AB 1908 (Chapter 44, Statutes of 2000), was also enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond measure pursuant to the 55% majority authorized in Proposition 39 including formation, composition and purpose of the Citizens' Bond Oversight Committee, and authorization for injunctive relief against the improper expenditure of bond revenues.

The Citizens' Bond Oversight Committee was comprised of the following members as of **January 2017**:

NAME	REPRESENTATION
Nick Marinovich	Chair – Member at Large
Daniel Gutowski	Vice Chair - Member at Large
David Butler	Member at Large
Kevin O'Neill	Member at Large
Robert Carriedo	Business Organization Member
Terrance McKearney	Bona Fide Taxpayer Association
Rafael Muñoz	Senior Citizen Organization

Diane Gerken	Parent and Active in Parent - Teacher Organization Member
Ditas Yamane	Parent of SUHSD Student

### 3. Critical Date

**Proposal Due Date**: It is mandatory that proposals in response to this RFP shall be submitted **SEALED envelope or box**, **no later than May 4, 2017 at 4:00 p.m.** All proposals must be submitted to:

Sweetwater Union High School District Purchasing Department 1130 Fifth Avenue Chula Vista, CA 91911-2986 Attn: La Norris Blake, Contracts Manager

Proposals received after the deadline will be returned unopened.

### **Schedule of Events**

Proposers interested in submitting responses to this RFP should do so according to the following schedule. A proposer may be disqualified from further consideration for failing to adhere to the dates and times specified below. All times referred to in this RFP is Pacific Time (PDT).

EVENT	DATE, TIME
Release of RFP	April 14, 2017
Deadline for Questions	April 28, 2017 12:00 p.m. (PDT)
Proposal Due Date and Time	May 4, 2017 4:00 p.m. (PDT)
Oral Presentations/ Interviews – If required	Week of May16 , 2017 10:00 a.m. (PDT)
Recommendation of Award to Board of Trustees	June 12, 2017 6:00 p.m. (PDT)
Tentative deadline for draft audit report and presentation to Audit/Finance Subcommittee and CBOC	October 2017
Tentative deadline for final audit report and Presentation to Audit/Finance Subcommittee and CBOC	November 2017

Presentation to the Board of Trustees of the Sweetwater Union High School District and approval by the Board of Trustees

December 11, 2017

Note: The above dates and times are subject to change at the option of the District.

### **GENERAL INSTRUCTION**

### 4. Submittal Response

The respondent shall submit five (5) bound copies, one (1) original and one (1) electronic copy (USB Flash drive or CD Rom) of the submittal on or before 4:00 p.m. (local time), May 4, 2017 to:

Sweetwater Union High School District Purchasing Department 1130 Fifth Avenue Chula Vista, CA 91911-2986

Attn: La Norris Blake, Contracts Manager

Responses received after 4:00 p.m., May 4, 2017, will be rejected by the District and returned without review. In order to be considered "on time," a response must either be date-stamped or bear a handwritten inscription by an authorized representative of the District Purchasing Department confirming receipt by the above-specific deadline.

The District shall not be responsible for, nor accept as a valid excuse for late response delivery, any delay in mail service or other method of delivery used by the respondent.

Faxed and/or Emailed RFP's will not be accepted.

All responses shall be enclosed in a sealed package(s) plainly marked with the words

"Response to RFP No. 67-2602-LB Bond Performance Audit Services"

Proposal packages submitted by proposers must include the District's Request for Proposal package, along with the Proposal and Agreement forms and Pricing Sections. The signature of all individuals must be in long hand. The completed documents(s) should be without interlineations, alterations, or erasures.

All Responses shall be firm offers subject to acceptance by the District and may not be withdrawn for a period of 60 calendar days following the last day to accept responses. Responses may not be amended after the due date except by the consent of the District.

### 5. Questions from Respondents

Questions or comments regarding this RFP must be in writing and received no later than 12:00 p.m. (local time) on April 28, 2017. Any written or called in questions submitted after the deadline, will not be answered. Any questions relative to the proposal shall be directed, in writing, on company letterhead, to La Norris Blake, Contracts Manager at lanorris.blake@sweetwaterschools.org.

Subject Line: Bond Performance Audit Services RFP Questions

### 6. RFP Addenda/Clarification

If it becomes necessary for the District to revise any part of this RFP, or to provide clarification or additional information after the response documents are released, a written addendum will be sent to each recipient of record of the original RFP. Recipients of record are those parties that obtained a copy of the RFP directly from DemandStar. The District shall not be held liable for oral representations made by its officers, employees or agents. Any addenda will be sent by e-mail and posted to DemandStar <a href="http://www.demandstar.com">http://www.demandstar.com</a>. It shall be the responsibility of the respondents to inquire of the District as to any addenda issued. This may be done by emailing the Contracts Manager at <a href="mailto:lanorris.blake@sweetwaterschools.org">lanorris.blake@sweetwaterschools.org</a>, prior to the response-submittal deadline. All addenda issued shall become part of the RFP. In addition, responses to written questions received will be incorporated in an RFP addendum. Proposers shall not contact any other employee, officer or representative of the District regarding this proposal.

### 7. Joint Offers

The District intends to contract with a single firm and not with multiple firms doing business as a joint venture or LLP. Each proposing team shall identify a lead representative firm from their team for the duration of the RFP is applicable.

### 8. Exceptions/Deviations

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the response submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the response under the heading "Exceptions and Deviations," and incorporated in the Appendix section of your submittal. Please furnish the following information in the Appendix section of your submittal. Submit a declaration under penalty of perjury by an authorized corporate officer or principal, stating that reasonable diligence has been used in preparation of the proposal submitted in response to the RFP and that all information provided in response to Paragraphs (8.1) through (8.4) below is true, correct and complete.

- 8.1 Type of organization or company structure
- 8.2 Number of years the firm has been in business
- 8.3 Location of principal office that will be responsible for the implementation of this contract
- 8.4 The individual or official of this firm who has the power to bind the firm contractually must sign the submittal. The submittal preparation and associated direct costs are the sole responsibility of the Design-Build Team and will not be reimbursed by the District.

### 9. Confidential Information

The, Proposal, and any other supporting materials submitted to the District in response to this RFP, if requested, will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. It is understood that proposal made in response to the RFP may contain technical, financial, or other data, the public disclosure

of which would cause substantial injury to the Consultant's competitive position or that would constitute a trade secret. To protect this data from disclosure, the Design-Build Team should specifically identify the pages of the proposal that contain such information by properly marking the applicable pages and by inserting the following notice in the form of its proposal. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure.

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, SOQs and Proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful respondent have completed negotiations and entered into an agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the respondent or other party as a result of any public disclosure of any Proposal, and any other supporting materials.

### 10. Disclosure and Trade Secrets

The data on pages of this proposal, identified by an asterisk (\*) or marked along the margin with a vertical line, shall be reviewed as containing information as which are trade secrets, disclosure of which would cause substantial injury to the DBT's competitive position. The Design-Build Team by using this annotation method requests that such data be used only for the evaluation of its proposal, but understands that disclosure will be limited to the extent that the District determines is proper under federal, state, and local law.

### 11. Conflicts of Interest

The Proposer shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

### 12. Report Requirements

- 12.1. The Audit Report shall be addressed to **Dr. Karen Janney, Superintendent**, and to the Board of Trustees of the Sweetwater Union High School District
- 12.2. A Management Letter addressed to **Ms. Frances Martinez, Internal Auditor**, which shall explain in greater detail the findings. It should also include a statement of audit findings and systems, legality of actions, other instances of non-compliance with laws and regulations, and any other material matters, if applicable.
- 12.3. The auditor is expected to make a formal presentation of the audit report to the Audit Finance Subcommittee as well as the Citizens' Bond Oversight Committee and separately Board of Trustees.

### 13. Assistance Available to Awarded Auditor

- 13.1. District staff, consultants, and contractors will be available to provide audit assistance.
- 13.2. The audit firms who performed the most recent bond program audits are listed in Exhibit H.
- 13.3. Ms. Frances Martinez, Internal Auditor, will sign the required representation letters.

### 14. Pre-contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by the responder in: (1) preparing its response to this RFP; (2) submitting that response to the District; (3) negotiating with the District any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of contract award and subsequent Notice to Proceed, if any, resulting from this RFP. The District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by respondents, and respondents shall not include any such expenses as part of their responses.

### 15. No Commitment to Award

Issuance of this RFP and receipt of responses does not commit the District to award a contract. The District expressly reserves the right to postpone response opening for its

own convenience, to accept or reject any or all responses received to this RFP, to negotiate with more than one respondent concurrently, or to cancel all or part of this RFP. Decisions to award contract(s) as a result of this RFP are final and without appeal.

### 16. Notice

The data on pages of this proposal, identified by an asterisk (\*) or marked along the margin with a vertical line, contain information, which are trade secrets, disclosure of which would cause substantial injury to the Consultant's competitive position. The Consultant requests that such data be used only for the evaluation of its proposal, but understands that disclosure will be limited to the extent that the District determines is proper under federal, state, and local law.

### 17. Alternative Proposals

Only one final proposal is to be submitted by each Proposer. Multiple proposals will result in rejection of all proposals submitted by the Proposer.

### 18. Withdrawal of Statement of Qualifications

The Consultant or team may withdraw his/her RFP at any time prior to the specified time for receipt of RFP by delivering a written request signed by an authorized officer of the Consultant's organization to the attention of **Ms. La Norris Blake, Contracts Manager**. All consultants must present their written request for withdrawal in person with proof that they are representatives of the company withdrawing the RFP.

Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

### 19. District's Representative

The District's representative will be:
Ms. Frances Martinez
Internal Auditor
Sweetwater Union High School District
1130 Fifth Avenue
Chula Vista, CA 91911

### RESPONSE FORMAT AND CONTENT

### 20. Presentation

No proposal shall receive consideration by the Sweetwater Union High School District unless made in accordance with the instructions detailed herein. The proposal must be in black ink or typewritten. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing proposal. No oral, telegraphic, facsimile, or telephonic modifications will be accepted.

Responses shall be submitted in 8 ½" X 11" sizes. Responses should be typed in no less than size 11 fonts and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise. The response should not exceed **twenty five (25)** single side pages in length, excluding the Executive Summary Letter, Table of Contents, Divider Tabs and the required Appendix. The form, content and sequence of the response should follow the outline presented below.

### 21. Proposer Identification

Each proposal must state the full business address of the proposer and must be signed by the proposer with his or her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with the authority to bind the partnership in such matters.

Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter.

The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer

signing on behalf of the corporation shall be furnished. A proposer's failure to properly sign required forms may result in rejection of proposal.

### 22. Response Content

The following format has been prepared as the guide for the development of the proposal in response to the RFP. Responses should address each item thoroughly and follow this format. Comments should be specific and generalized discussions should be avoided. Submittals must be limited to responses to the questions and issues outlined below.

All individuals that will be directly involved with the project should be identified and represent the firm in all discussions and interviews.

### 22.1. Executive Summary (Limit: 2 Pages)

The executive summary shall be addressed to La Norris Blake, Contracts Manager, and should introduce the firm or individual and must be signed by an authorized officer of the firm or organization or by the individual that binds the terms of the response. The executive summary must contain the following:

- 22.1.1 Legal name of the firm.
- 22.1.2 State whether the firm is local, national, or international
- 22.1.3 Type of firm (individual, corporation, etc.).
- 22.1.4 Provide a brief description of your firm, including number of years in business.
- 22.1.5 Number of employees located in Southern California Counties (San Diego, Orange, Los Angeles, Riverside, San Bernardino, etc.).
- 22.1.6 Date firm established.
- 22.1.7 California Business License Number.
- 22.1.8 Tax Identification Number.

- 22.1.9 Address, telephone, e-mail address, and fax number of the person and office that will be primarily responsible for providing services for the proposal.
- 22.1.10 If submitting as a team, note which team member (company) is the prime consultant or if it will be a prime sub-consultant(s) contractual relationship.
- 22.1.11 Briefly state the proposer understands of the work to be done and make a positive commitment to perform the work within the time period.

### 22.2 Table of Contents (Limit: 1 Page)

22.2.1 Table of Contents is to be included in the RFP and is to be no more than one (1) page.

### 22.3 Proposed Staffing and Project Organization (Limit: 2 Pages)

In this section please discuss the staff of proposing firm who would be assigned to work with the District.

- 22.3.1 Identify persons that will be principally responsible for working with the District. Include short resumes for each designated individual. Indicate the role and responsibility of each individual. This also includes sub-consultants. Specifically discuss the team's background, experience, and training in executing the scope of services of this size and scope specified herein.
- Provide brief resume of advisors that will be working directly with the District. Please also indicate number of years employed by firm.
- 22.3.3 Provide a brief description of the continuing education training over the past two years to all audit team members.

### 22.3 Mandatory Information (Limit: 5 Page)

- 22.4.1 Affirm that the proposer is a properly licensed Certified Public Accountant.
- 22.4.2 Affirm that the proposer meets the independence standards of the GAO <u>Government Auditing Standards</u> (most current revision).
- 22.4.3 A statement regarding the independence of the audit team.

- 22.4.4 A statement of any business, family or financial interest that the Proposer may have with any officer, agent, employee, or director of the District.
- 22.4.5 A copy of the most recent peer review report.

### 22.5 References and Expertise (Limit: 3 Pages)

22.5.1 Please provide at least five recent (over five years) districts or other entities for whom your firm has provided services similar to what is being requested in this RFP. If referencing school districts, it should be similar in size to Sweetwater Union High School District. Please include the following information below:

• Year(s): i.e. 2014

• Institution/Entity: i.e. XYZ USD

• Contact Person: i.e. Smith, John

• Title: i.e. Audit Officer

• Contact Phone Number: i.e. (619) 555-5555

• Dollar Value of Project: i.e. \$50,000,00

• Implementation: i.e. 30 Days

22.5.2 Please demonstrate your knowledge and expertise in achieving the required scope of work.

### 22.6 Methodology/Schedule (Limit: 3 Pages)

- 22.6.1 An overview of the proposers audit approach.
- 22.6.2 Estimated hours by staffing level assigned.
- 22.6.3 The hourly rate for each staffing level assigned.
- 22.6.4 The audit timeline.
- 22.6.5 Provide a cost breakdown of tasks/deliverables.

### 23. Agreed Upon Procedures (Limit: 2 Pages)

23.7.1 Affirm that the audit will be made in accordance with the GAO

Government Auditing Standards and will be consistent with

Proposition 39 objectives to ensure that funds are spent on

projects for which the ballot initiatives indicated the funds would

- be used and that such an examination is subject to the inherent risk that errors or irregularities may not be detected.
- 23.7.2 State conditions, that if discovered, would lead to the belief that material errors, defalcations, or other irregularities may exist, or if any other circumstances are encountered that require extended services the auditor will promptly advise the District. Finally, state that extended services will not be performed unless they are authorized in the contractual agreement or in an amendment to the agreement.

### **Documentation of Financial Responsibility**

### 24. Fiscal Stability

The Proposer should provide evidence of the firm's corporate stability including:

- 24.1.1 A current report from any commercial credit rating service such as Dunn and Bradstreet or Experian; or
- 24.1.2 A letter from a financial institution stating a current line of credit; and Latest audited financial statement and/or annual report that have been certified by a CPA.

This information will remain confidential and is not subject to public disclosure.

### 25. Litigation/Disputes/ Disciplinary Action (Limit: 1 Page)

Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years related to your firm. Also, provide information relative to any convictions for filing false claims within the past five (5) years.

In addition, provide the project name, date of dispute/claim, name of entity against whom the Claim was filed, a brief description of the nature of the claim, the court and case number and a brief description of the status of any claim in excess of \$10,000 made against owner concerning professional services work performed by consultant or sub-consultant work for consultant. Provide details of any of the following actions:

- 25.2.1 If any regulatory agency has taken disciplinary action against firm or consultant team members in Statement of Qualification,
- 25.2.2 If the firm has even been convicted of a federal or state crime of fraud, theft or other act of dishonesty,
- 25.2.3 If the firm has ever been convicted for a crime involving any federal, state, or local law related to construction,
- 25.2.4 If a licensed responsible-in-charge individual on the proposed team or to the firm has been found liable in a civil suit for material misrepresentation to any public agency or entity,
- 25.2.5 If in the last five (5) years a licensed responsible-in-charge individual on the proposed team or the firm has been debarred, removed or otherwise prevented from bidding on, or competing on any government agency or public works project for any reason,
- 25.2.6 If any insurance carrier in the last five (5) year, for any form of insurance, refused to renew an insurance policy for a licensed responsible-in-charge individual on the proposed team or the firm based on non-payment or losses.
- 25.2.7 Failure to enter into a contract or professional services agreement once selected.
- 25.2.8 Withdrawal of a proposal as a result of an error.
- 25.2.9 Termination or failure to complete a contract.
- 25.2.10 Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance.
- 25.2.11 Knowing concealment of any deficiency in the performance of a prior contract.
- 25.2.12 Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- 25.2.13 Willful disregard for applicable rules, laws or regulations.

### 26. Insurance (Limit: 1 Page – Not Including Supporting Documentation)

Firms are to provide a letter form insurance company indicating ability to provide insurance. Insurance requirements include the following:

- 26.3.1 Consultant shall, at all times during the term of this Agreement, carry, maintain and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$1,000,000 each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Consultant. Said policy or policies shall be issued by an insurer rated in A. M. Best's Insurance Guide with a rating of at least A-:X. Consultant shall also provide comprehensive auto liability insurance covering personal injury and property damage in the amount of a combined single limit of \$1,000,000 covering "Any Auto" utilized by Consultant in performing its services hereunder.
- 26.3.2 Consultant agrees to maintain in force, at all times, during the performance of work under this Agreement, Worker's Compensation Insurance as required by law of the State of California.
- 26.3.3 Consultant agrees to maintain in full force and effect during the performance of work under this Agreement, Professional Liability (Errors and Omissions) insurance in the amount of \$1,000,000. Further, if such insurance is on a claims made basis, Consultant agrees to maintain in full force and affect such insurance for one year after the performance of work under this Agreement, including warranty periods, is completed.
- 26.3.4 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without ten (10) days prior written notice to the District. Consultant agrees that it will not cancel or reduce said insurance coverage.

- 26.3.5 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, District may either immediately terminate this agreement or, if insurance is available at a reasonable cost, District may take out necessary insurance and pay, at consultant's expense, the premium thereon.
- At all times during the term of this Agreement, Consultant shall maintain on file with the District a certificate of insurance, showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the District as an additional insured (except for the Worker's Compensation and professional liability policies), providing that the policies cannot be canceled or reduced, except on ten (10) days written notice to the District, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions set forth in this Agreement. Consultant shall promptly file with the District such certificate or certificates.
- 26.3.7 The insurance provided by Consultant shall be primary to any coverage available to District. The insurance policies (other than Worker's Compensation) shall include provisions for waiver of subrogation.
- 26.3.8 Sub-consultant Insurance Requirements Unless otherwise approved by the District, the Auditor's sub-auditor, engineers, experts and other consultants shall comply with each and every insurance requirement of this section.

### **COST PROPOSALS**

### 27. Cost Proposals (Limit: 1 Page)

Consultant shall complete Exhibit E Cost Proposal for Bond Audit Services. Note, the District reserves the right to negotiate with any firm or all firms who maybe short listed.

### MISCELLANEOUS INFORMATION

### 28. Appendices – Add Options (Limit: None)

Include all appendices as necessary to fulfill requirement for the RFP.

### 29. Packet Submission

Proposals shall be submitted in **sealed packages** with the following information clearly marked on the outside of the package:

- 29.1 Name of Proposer
- 29.2 Cost Proposal in separate, sealed envelope
- 29.3 Name of the RFP firm is submitting for

### RESPONSE EVALUATION AND CONTRACT AWARD

### 30. Method of Award

Award shall be made to the proposer whose proposal is scored, by the District's evaluation team, with the highest point total based on the Evaluation Criteria and point totals detailed below. The evaluation, scoring and award decision of the District shall be final.

The District reserves the right to reject any and all proposals, to contract services with whomever and in whatever manner the District decides, to abandon the services entirely, and to waive any informality or non-substantive irregularity in the proposals as the interests of the District may require.

As a means of maintaining the integrity of the formal evaluation process, contacts with individual members of the evaluation committee, district officers, employees or agents, or members of the Board of Trustees, on behalf of any proposer relative to this RFP shall be considered inappropriate and "WILL" lead to disqualification of the proposer.

The District reserves the right to award a contract in response to the RFP at any time up to ninety (90) days from the date set for submittal of proposals.

### 31. Evaluation Criteria

The Sweetwater Union High School District reserves the right to select the firm that best meets the needs of the District, based on the criteria set forth herein. The District reserves the right to waive minor irregularities in the RFP and in the proposals submitted in response

to the RFP. The District may or may not conduct interviews as part of the selection process. The District reserves the right to reject any and all Project Proposals and to negotiate the terms and conditions of the contract for the procurement of audit services.

Each proposal response will be reviewed based on the criteria set forth in this RFP. The selection of an auditor will be dependent upon both fees and technical expertise in bond performance audits.

The selection process for the proposer(s) will include the following evaluation and point assignment/rating criteria:

EVALUATION CRITERIA	TOTAL POSSIBLE POINTS
Experience and Knowledge - The District will consider and	35 Points Maximum
the rate the proposer's experience in previously performed audits of this nature, size and scope.	
Cost/Pricing – The District will consider and rate all costs submitted by proposal.	30 Points Maximum
Qualifications of the Staff - The District will consider and rate stability, qualification, and depth of knowledge of proposer's staff.	25 Points Maximum
Responsiveness of the Proposal – The District will consider how clearly the proposal has stated an understanding of the work to be performed.	10 Points Maximum
Possible Points	100 Points
Oral Presentation/Interview - The District will consider and	10 Points Maximum
rate the oral presentation/interview. (IF REQUIRED)	
Grand Total Points	110 Points Maximum

### 31.1 Oral Presentation/Interview

Upon selection of the most qualified respondents, the District will require the finalists to make an oral presentation to the Evaluation Panel to further explain their qualifications. Once interviews have been conducted, the District's appraisals of the presentations will also be factored into the final scores assigned to the responses. However, respondents are advised that award may be made without interviews or further discussion.

### 31.2 Oral Presentation/Interview Questions

- 31.2.1 Share with the evaluation panel your firm's experience with providing bond performance audit services with districts similar to the size and required scope of work the District.
- 31.2.2 Prepare to discuss the experience your firm's key members that will complete the requested scope of work. Key members must match the resumes submitted as part of this RFP. (Key members must be present during the oral presentation/interview).
- 31.2.3 Due to the time constraints of the RFP. Please discuss how your firm will meet the required deadlines.
- 31.2.4 Prepare to discuss a sample deliverable (Report of Audit Findings).

The District expressly reserves the right to reject any or all qualifications, with or without giving a reason, and to waive any irregularities or informalities in the offers received. In the event of any such rejection, or in the event a respondent's offer is not rejected but does not result in a contract award, the District shall not be liable for any costs incurred by the respondent in connection with the preparation and submittal of the response.

### 32. Contractual Agreement

The audit contract will be for a specified period of time. Audit work may commence when the selection of the auditor is completed. Any additional audit work must be authorized by the Chief Financial Officer.

Sufficient copies of the audit report shall be provided in order to supply each School Board member with a copy of the report, as well as to provide each responsible member of management with a copy. In addition, sufficient copies shall be provided to supply state and local authorities with copies.

Each Auditor shall retain the audit work papers for at least five (5) years. The working papers will be available for examination by authorized representatives of the appropriate agency involved with special projects operated by the District. Also, the State Controller shall be granted access to audit working papers prepared by the auditors, if requested.

# 33. Contract Type

The contract awarded as a result of this solicitation shall be a fixed price contract for which the offered price will include all labor, material, equipment, services, software, hardware, travel, shipping, and price administrative cost, associated with providing the products and services listed herein and offered by proposer.

#### 34. Contract Award

It is the intent of the District to award one contract as the result of this RFP, after creating a short list of consultants to provide services. However, the District reserves the right to apportion the requirements of this RFP among multiple Consultants if this is determined to be in the District's best interests. Depending on the dollar amount if the award(s), the contract(s) resulting from this RFP may be required to be approved by the District's Board of Trustees. No minimum amount of work is guaranteed.

#### **GENERAL PROVISIONS**

# 35. Rejection of Proposals

The District reserves the right to accept or reject any and all proposals, or any portion or combination thereof, or award on the basis of the total proposal.

# 36. Multiple Proposals

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless special conditions indicate otherwise. A person, firm, or corporation who has submitted a sub-proposal to a Proposer, or who has quoted prices of materials to a Proposer is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers.

#### 37. Amendments

The terms and conditions contained in the Request for Proposals and Contract herein may be amended or modified <u>only with the prior written approval of the District.</u> Any addenda or bulletins issued during the time of the RFP process shall form a part of the

drawings and specifications issued to proposers for the preparation of their proposals and shall constitute a part of the contract documents.

#### 38. News Release

News releases pertaining to this RFP or the services, study, data, or project to which it relates will not be made without the prior written approval of the District. No results of the program are to be released without prior written approval of the District.

#### 39. Billing

Specify any prompt payment discount: /Net 30 days / \_\_\_\_% \_\_\_ Days Discounts will not be considered when evaluating the proposal.

#### 40. Invoicing

Proposer shall issue separate invoices on a monthly basis for all services provided.

For the District's portion of the billable amount, invoices shall be submitted to:

Sweetwater Union High School District Accounts Payable 1130 Fifth Avenue Chula Vista, CA 91911

Each invoice must reference RFP No. 67-2602-LB and the assigned, applicable invoice number. Invoices for the District's portion shall be processed for payment once a month.

# 41. Disputed Charges/Billing

In the event that the District reasonably determines that there is a material discrepancy between the proposer's invoiced charges and the District's calculation of charges owed, the District shall be permitted to withhold the disputed amount; provided, however, that the District agrees to provide notice to the proposer, with supporting documentation illustrating the basis for bona fide dispute within their payment terms.

If such billing disputes remain unresolved within sixty (60) days of submission to the proposer, both parties agree to arbitration by an impartial third party. The contracted proposer shall not disrupt long distance service to the District for such issues pending resolution.

#### 42. Taxes

For the purposes of this RFP, any applicable taxes, fees or government surcharges shall be itemized separately in your fee sections. Federal excise taxes are not applicable to school districts.

### 43. Proposal Negotiations

A submittal containing terms such as "negotiable", "will negotiate", or similar, will be considered non-responsive.

# 44. Telephone Expense

Any expense resulting from long distance phone calls related to this project shall be paid for by the Proposer. The District reserves the right to make "collect" long distance telephone calls to any Proposer, or the Proposer must provide a toll-free telephone number, for any reason related to this proposal, i.e., scheduling, literature, affirmative action information, work status checks, order placement, etc.

# 45. Cost Liability

District assumes no responsibility or liability for costs incurred by the Proposer prior to the signing of any Agreement resulting from this RFP. Total liability of District is limited to the terms and conditions of this RFP and any resulting Agreement.

# 46. Independent Price Determination

By submission of a proposal, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor.

46.1. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the

- Proposer prior to award directly or indirectly to any other proposer or to any competitor.
- 46.2. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that he/she:

- 46.3. Is the person in the Proposer's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to the terms stated in the Independent Price Determination section.
- 46.4. Is not the person in the Proposer's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to the terms stated in the Independent Price Determination section.

A proposal will not be considered for award if the sense of the statement required in the Cost and Price Analysis portion of the proposal has been altered so as to delete or modify the terms stated in the Independent Price Determination section. If these terms have been modified or deleted, the proposal will not be considered for award unless the Proposer furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the District determines that such disclosure was not made for the purpose of restricting competition.

# 47. Extra, Additional or Omitted Work Payment

The Board of Trustees may order a change, alteration, deviation, addition, or omission from said specifications or plans or other contract documents at any time during the progress of the work. Such change, alteration, deviation, addition or omission shall be specified in writing and the cost agreed upon between the governing board and the

Proposer. This may be done without the formality of securing proposals, if the increase so agreed upon does not exceed the greatest of ten percent (10%) of the original contract price of the amount authorized by law.

# 48. Assignment

The Proposer shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

#### 49. Anti-Discrimination

It is the policy of the District that, in connection with all the work performed, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The Proposer agrees to comply with applicable federal and California laws, including, but not limited to, California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Proposer agrees to require like compliance by any subcontractors employed on the work.

# 50. Governing Law and Venue

In the event of litigation, the documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be the appropriate state or federal court located in San Diego County.

#### 51. Gratuities

Proposers shall not provide, offer, imply, or otherwise extend any gratuities, including cash, gifts, services, allowances, or enticements in any manner or form, to officers, employees, students, agents, or representatives of the District.

#### 52. Default

If the Proposer refuses or fails to perform all or any part of its obligations hereunder, or fails to perform all or any part of its obligations in a timely manner, or if the Proposer should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or

any of his sub-proposers should violate any of the provisions of this contract, the District may serve written notice upon him and his surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate this contract, and unless within ten (10) days after the serving of such notice, such violation(s) shall cease and arrangements satisfactory to the District for the correction thereof shall have been made, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

# 53. Proposer Conduct

The Proposer agrees to inform the District of all the Proposer's interests, if any, which are or which the Proposer believes to be incompatible with the interests of the District.

The Proposer shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Proposer is doing business or proposing to do business, in accomplishing the work under the contract.

The Proposer shall not use for personal gain or make improper use of privileged information which is acquired in connection with its employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical; personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of proposers or subcontractors in advance of official announcement.

The Proposer or employees thereof shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to District employees.

# 54. Right to Acquire Services

Nothing in this agreement shall prohibit the District from acquiring the same type or equivalent services from other sources when deemed to be in the District's best interest.

# 55. Board of Trustees Approval

Award is subject to the acceptance by the Sweetwater Union High School District Board of Trustees at a regularly scheduled meeting.



#### Exhibit A - Proposal Form

Board of Trustees Sweetwater Union High School District Purchasing Department 1130 Fifth Avenue Chula Vista, CA 91911

Re: Request for Proposal No. 67-2602-LB

To: Members of the Board of Trustees

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Proposers, Proposal Form, Instructions to Proposers, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the Proposal package for the above-referenced proposal, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said proposal package. The entire proposal package is submitted, together with this Proposal Form.

Name of Company:	
Legal Status:	
=	sole proprietorship, partnership, corporation)
Tax I.D. Number:	
	(Sole Proprietorship only)
Address:	
Authorized Representative:	
	Signature
	Name (print or type)
	Title
Date:	
<u> </u>	
Telephone:	Fax:

# Exhibit B - Receipt of Request for Proposal (RFP) and Addenda

Upon return of the completed RFP for Consultant Services, the proposer shall acknowledge receipt of the RFP, all supporting documents, and all addenda. Failure to acknowledge all issued documentation may be grounds for deeming the proposer non-responsive.

Please list each document received and initial where indicated.

	Initial
RFP dated April 14, 2017	
Addendum 1 (if applicable)	
Addendum 2 (if applicable)	
Addendum 3 (if applicable)	
Addendum 4 (if applicable)	
Addendum 5 (if applicable)	
Addendum 6 (if applicable)	
Addendum 7 (if applicable)	
nature Da	te
)	Addendum 2 (if applicable) Addendum 3 (if applicable) Addendum 4 (if applicable) Addendum 5 (if applicable) Addendum 6 (if applicable) Addendum 7 (if applicable) e undersigned, on behalf of the (proposer) certify that I have dabove.

# Exhibit C - Non-Collusion Affidavit

# (To be executed by Proposer and submitted with Proposal)

State of California	)					
	) ss.					
County of	)					
1,		_, being first d	uly sworr	) 1, deposes	and says tl	hat the
proposer is	, partnership, compaded not collusive or shaped not collusive or shaped other proposer to puspired, connived, or anyone shall refrainectly, sought by agreed of the proposer or posal price, or of that y awarding the contained in the proposer or mation or data relapt, company association.	any, association am; that the ut in a false of agreed with a from proposement, company other proposed any other any other and are true; a posal price or ation, organization, organizati	on, organ e propose r sham p any prop sing: tha municati oposer, o r propose ne intere and, furth any brea or paid, a zation, p	nization, or er has not roposal, and oser or and the proposal, and the proposal of the fixed in the her, that the had will no proposal described in the proposal described in	corporation directly or nd has not on nyone else to coser has not ference with y overhead cure any act exproposed the proposed to pay, any f	n; that the indirectly of comments of the contract of the contents of the cont
I certify (or declare) un foregoing is true and co		iry under the	laws of t	the State o	of California	a that the
Executed this	day of	, 20	)	_ at	, Cal	ifornia.
Signature of Proposer _		)				
Print Name and Title						
Subscribed and sworn to	o before me this		day of_		, 20	
Notary Public In and for	said County and Sta	ate	Му Сс	mmission I	Expires	

# Exhibit D - Consultant Business Type

# TO BE COMPLETED BY ALL CONSULTANTS AND SUB-CONSULTANTS

Consu	Itant/Sub-consultant Name:
l decla	are under penalty of perjury that my business is (check all that applies):
	Small Business - A Small Business is one whose gross sales are less than \$1 million annually.
	Local Business - A Business headquartered in San Diego County.
	Emerging Business – An Emerging Business is one who has been business less than five years.  I started my business on
	Disabled Veteran-Owned Business – A Disabled Veteran-Owned Business is one that has a
Ц	current certification from a California public agency. Certification must be attached.
	Other Businesses – A business, which does not meet any of the other definitions above, or
	for which the consultant or sub-consultant declines to state its category.
	etermined that the information contained herein is not true and correct, it could potentially ate the Proposer from consideration for work on Sweetwater Union High School Projects.
Consu	Itant/Sub-consultant:
Addre	SS:
City, S	tate, Zip Code:
Phone	· Number:
Fax Nu	umber:
Name	, Title:
Signat	ure:

# Exhibit E – Cost Proposal for Bond Audit

1. <u>Cost:</u> Please in	dicate below cost fo	or performance au	udit.	
project, along duties. Actual	with the billable ho	urly rate and estind project fees will	mated total hou	r to be assigned to the rs required to fulfill their negotiation prior to the
Team Memb	er Title Hourly I	Billable Rate To	tal Estimated Project Hours	Extended Cost
	\$		Hours	\$
	\$			\$
	\$			\$
	\$			\$
I/We, the undersigr	tarily submitted may	information includ	ed in this proposa the any agreem	and 3)  al, regardless of whether ent subsequently made of our knowledge, to its
Executed this	day of _	, 20	at	, California.
Signature of Propos	ser			
Print Name and Titl	e			

# Exhibit G - Agreement

This Agreement is entered into by and between the Sweetwater Union High School District, hereinafter referred to as "District", and

hereinafter referred to as "Proposer".

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

TERM

The term of this Agreement shall be from <u>June 19 2017</u>, through <u>January 15</u>, 2018; All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement, and each additional one-year term.

II WORK

Proposer shall perform and render all services as prescribed and required by all documents forming a part of the proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

III NON-FUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

IV TERMINATION

This Agreement may be terminated by the District upon thirty (30) days' written notice to Proposer. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

V COMPENSATION

Proposer shall be compensated for the performance of its obligations under this Agreement as specified in the executed Quotation Sheet(s), incorporated herein by reference.

VI METHOD OF PAYMENT

Proposer will be paid upon receipt and acceptance of materials and services by purchase order. For prompt payment, billing must be accurate in all details, and invoice must be submitted in duplicate to Sweetwater Union High School District, Accounts Payable, 1130 Fifth Avenue, Chula Vista, California 91911.

# VII CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in all documents forming a part of the proposal package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

#### VIII ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Proposer, by execution of the Agreement, acknowledges Proposer has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

PROPOSER	SWEETWATER UNION HIGH SCHOOL DISTRICT
Name of Company	Signature
Signature	Name Karen Michel
	Chief Financial Officer
Name	Date
(Print or type)	
Title	Approved by the Board of Trustees on
Date	Item No.

# **Exhibit H - Past Bond Audits**

The following audit firms performed past bond audits:

YEAR	FINANCIAL AUDIT	PERFORMANCE AUDIT
2015 - 16	Vavrinek, Trine & Day & Co., LLP	Moss Adams LLC
2014 - 15	Vavrinek, Trine & Day & Co., LLP	Moss Adams LLC
2013 - 14	Vavrinek, Trine & Day & Co., LLP	Moss Adams LLC
2012 - 13	Vavrinek, Trine & Day Co., LLP	Nigro, Nigro, PC
2011 - 12	Vavrinek, Trine & Day Co., LLP	Nigro, Nigro, PC
2010 - 11	Christy White Accountancy Corp.	Eric Hall & Associates



# Exhibit I - Optional Renewal

This is Not an Amendment

	Proposal Made By:
Sweetwater Union High School District	(Type Your Firm Name
Purchasing Department	In This Space)
1130 Fifth Avenue	
Chula Vista, California 91911-2896	
RFP No. 67-2602-LB	
CONTRACT RENEWAL CLAUSE	
If mutually agreeable, the District reserves the right to consup to two (2) additional one-year periods. Time of such executed of the initial term of this contract and will end a full one addition, the District reserves the right to further extend the law. Factors that would influence the District in exercising its a satisfactory service being rendered by the holder of the caused by such extension to be a nominal amount and market conditions. In the award of a contract renewal, the price increase stated by the bidder as a factor and will confi exercised, shall be fully justified by the vendor and prosubmission of documents.	ktension is to begin the day after the e or two calendar years thereafter. It contract to the full extent allowed by option would be budgetary concerns contract, and any increase in price not excessive as measured by local District will consider the amount of the appute accordingly. A price increase
1st Option: (July 1, 2018 through June 30, 2019)	YesNo
Bidder to indicate in space below the <b>MAXIMUM PERCENT</b> in price if the contract were to be extended.	ncrease that would increase the
	%
2 <sup>nd</sup> Option: (July 1, 2019 through June 30, 2020)	YesNo
Bidder to indicate in space below the <b>MAXIMUM PERCENT</b> in the contract were to be extended.	ncrease that would increase the if
	%

# Exhibit J - Scopes of Work for Bond Audit

# The scope of services for Proposition O Bond Performance Audit may include but are not limited to, the following:

- 1. Conduct performance audit procedures in accordance with Generally Accepted Government Audit Procedures (GAGAS).
- 2. Proposition 39 Compliance Verification of SUHSD compliance with Proposition 39, which requires that Bond proceeds only be used for school facilities projects that were listed with the 2006 Proposition O Bond Fund.
- 3. District and Professional Services Staffing Plan for the Bond Program Review of the District's staffing plan for an approach to in-house staffing and consultant staffing that includes key metrics, such as, positions staffed, number of personnel, number of planned projects, and dollar value of planned projects utilized by the District to help determine organizational structure alignment with the Bond Program needs as segregated by modernization versus new project staffing needs.
- 4. Design and Construction Schedules Cash Flow Analysis Review for the use of methods to track the schedule of available revenues and expenditures for all projects and to plan each building project in accordance with the availability of funds. Compare the District's revenues and expenditures cash flow analysis and reporting to Government Financial Officers Association (GFOA) guidance on cash flow reporting and management guidance. Determine whether the District confirms the availability and appropriateness of revenue and cash sources for Bond Program financial management. Assess whether the District measures the adequacy of cash flow in relation to project requirements by timeframe for Proposition O.
- 5. Design and Construction Budget Management Compare design and construction budget management practices to GFOA standards to measure the effectiveness of controls surrounding Bond-funded projects. Review for the use and reporting of adopted budget, budget-to-actual, budget-to-projected expenditures and revenue and means to clarify Bond Program progress and financial standing (e.g., narratives, graphs, charts, etc.). Analyze the design of budgetary management controls for the documentation and explanation of deviations from the original budget by key construction component for user reference.

- 6. Bidding and Procurement Procedures Validate support for the use of sole source procurement was documented, cost justification was available and required approvals were applied. Summarize sole source procurement documentation reviewed and instances where the specifications were narrowly defined to be vendor specific. For competitive bids, verify compliance with requirements of the California school construction state requirements, Public Contracting Code, and state and other relevant laws and regulations. Evaluate procurement controls for application of competitive and compliant contracting practices. Review contractual pricing and change orders for increases to competitively bid project amounts when then project scope did not change.
- 7. Bond Program Master Planning and Reporting:
  - a. Master Planning Review for the design and implementation of a master plan that identifies construction program scope priorities for the use of Proposition O funds. Determine whether plan established prioritization objectives using criteria such as facility safety, longevity and educational requirements. Assess the support for estimates used for establishing master plan budgets and use of the master plan in priorities in determining the use of Bond Program funds. Assess the basis for approval of Form 3500 requests, verify application of required approvals and ascertain the prioritization of approved requests, alignment with Master Plan priorities and status reporting.
  - b. Bond Program Reporting Review for separated and distinct financial and budgetary reporting for Proposition O. Assess whether a standalone Proposition O report is provided to the Board of Trustees and Public to summarize progress against Bond Program plans with actual and forecasted cost comparison to budgets for planned projects. Review construction change order information reporting to required end users per District Policy to identify total change order impact for each project with cause and responsibilities for the change identified. Additionally, verify the application of Public Contract Code section 20118.4 for supporting documentation of cost and cause analysis applicable to change order approval decisions prior to change orders submission to the District Board of Trustees.
- 8. Claim Avoidance Procedures Review for the implementation of procedures designed to prevent claims filed against the District related to construction projects for the period.

- 9. Materials Specifications Determine whether the District has and uses a standardized items list and educational specifications, for Bond Program materials procurement, to identify facilities material requirements. Assess whether District materials requirements are available to project architects and designers, and verify whether materials specifications are used in procurements and provided to all bidders during the procurement process. Review for cost-benefit analysis performed in setting materials standards and for District Management approvals required for significant materials specification changes.
- 10. Cost Benefit and Value Engineering Analyses Review cost benefit and value engineering analyses procedures and documentation of practices applied. Verify whether analyses conducted to determine if the requirements (i.e., materials, assets, systems, etc.) of the project or equipment purchase could be obtained at a lower price or for a better value, specifically when weighing cost, time and function. Assess whether value is determined by objective criteria that may include, but need not be limited to, price, features, functions, lifecycle costs and other criteria deemed appropriate by the District. Compare District practices to guidelines recommended by SAVE International®. Assess whether the District determined a cost threshold for the application of value engineering in a practical manner.
- 11. Maintenance of District Assets Funded with Proposition O and Warranty Conditions Compliance Review District practices for maintenance of a list for all assets incorporated into school site construction and complete and accurate information regarding warrantied items. Verify the District implementation of controls surrounding the required maintenance of its assets in accordance with warranty terms, application of a formal system of logging this information for inventory purposes and use of warranties where possible.

**END OF DOCUMENT** 



# **April 10, 2017**

Board Item - P.-1.

#### **Issue:**

First reading of new Board Policy 6152.1.

# **Superintendent's Recommendation:**

First reading of new Board Policy 6152.1, Placement in Mathematics Courses.

#### **Analysis**:

It is the goal of the superintendent and staff to review the district's board policies and administrative regulations on a regular basis and bring new and/or revised board policies and administrative regulations to the board of trustees for approval.

This new policy addresses state law. This academic policy provides benefits that seek to answer questions about the purpose of placement in mathematics courses.

For questions regarding this board item, please contact Ana Maria Alvarez at (619) 691-5546 or ana.alvarez@sweetwaterschools.org.

Fiscal Impact:

None.

#### **ATTACHMENTS:**

Description Type

New Board Policy 6152.1-Placement in Mathematics Courses Backup Material

BP 6152.1(a)

#### Instruction

#### PLACEMENT IN MATHEMATICS COURSES

The Governing Board believes that a sound educational program must include the study of subjects that prepare students for admission to higher education and/or a fulfilling career. To the extent possible, district students shall be provided an opportunity to complete a sequence of mathematics courses recommended for admission into the University of California and California State University systems.

```
(cf. 6141.5 - Advanced Placement)
(cf. 6142.92 - Mathematics Instruction)
(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
```

The Superintendent or designee shall work with district teachers, counselors, and administrators and the representatives of feeder schools to develop consistent protocols for placing students in mathematics courses offered at district high schools. Such placement protocols shall systematically take into consideration multiple objective academic measures that may include, but are not limited to, interim and summative assessments, placement tests that are aligned to state-adopted content standards in mathematics, classroom assignment and grades, and report cards.

```
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
```

Students shall be enrolled in mathematics courses based on the placement protocols. No student shall repeat a mathematics course which he/she has successfully completed based on the district's placement protocols.

When a student does not qualify to be enrolled in a higher level mathematics course based on a consideration of the objective measures specified in the placement protocols, he/she may nevertheless be admitted to the course based on the recommendation of a teacher or counselor who has personal knowledge of the student's academic ability.

The placement protocols shall specify a time within the first month of the school year when students shall be reevaluated to ensure that they are appropriately placed in mathematics courses and shall specify the criteria the district will use to make this determination. Any student found to be misplaced shall be promptly placed in the appropriate mathematics course.

Within 10 school days of an initial placement decision or a placement decision upon reevaluation, a student and his/her parent/guardian who disagree with the placement of the student may appeal the decision to the Superintendent or designee. The Superintendent or designee shall decide whether or not to overrule the placement determination within 10 school days of receiving the appeal. The decision of the Superintendent or designee shall be final.

```
(cf. 5123 - Promotion/Acceleration/Retention)
```

BP 6152.1(b)

#### PLACEMENT IN MATHEMATICS COURSES (continued)

District staff shall implement the placement protocols uniformly and without regard to students' race, sex, gender, nationality, ethnicity, socioeconomic background, or other subjective or discriminatory consideration in making placement decisions.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The Superintendent or designee shall ensure that all teachers, counselors, and other district staff responsible for determining students' placement in mathematics courses receive training on the placement protocols.

(cf. 4131 - Staff Development)

Prior to the beginning of each school year, the Superintendent or designee shall communicate the district's commitment to providing students with the opportunity to complete mathematics courses recommended for college admission, including approved placement protocols and the appeal process, to parents/guardians, students, teachers, school counselors, and administrators.

This policy and the district's mathematics placement protocols shall be posted on the district's web site. (Education Code 51224.7)

(cf. 1113 - District and School Web Sites)

Annually, the Board and the Superintendent or designee shall review student data related to placement and advancement in the mathematics courses offered at district high schools to ensure that students who are qualified to progress in mathematics courses based on their performance on objective academic measures are not held back in a disproportionate manner on the basis of their race, ethnicity, gender, or socioeconomic background. The Board and Superintendent shall also consider appropriate recommendations for removing any identified barriers to students' access to mathematics courses.

(cf. 0500 - Accountability)

Legal Reference: (see next page)

BP 6152.1(c)

#### PLACEMENT IN MATHEMATICS COURSES (continued)

#### Legal Reference:

#### **EDUCATION CODE**

200-262.4 Prohibition of discrimination

48070.5 Promotion and retention; required policy

51220 Areas of study, grades 7-12

51224.5 Completion of Algebra I or Mathematics I

51224.7 California Mathematics Placement Act of 2015

51225.3 High school graduation requirements

51284 Financial literacy

60605 State-adopted content and performance standards in core curricular areas

60605.8 Common Core standards

#### Management Resources:

#### CSBA PUBLICATIONS

Math Misplacement, Governance Brief, September 2015

Governing to the Core, Governance Briefs

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Mathematics Framework for California Public Schools: Kindergarten Through Grade Twelve, 2013

California Common Core State Standards: Mathematics, January 2013

COMMON CORE STATE STANDARDS INITIATIVE PUBLICATIONS

<u>Appendix A: Designing High School Mathematics Courses Based on the Common Core State Standards</u>

#### LAWYERS' COMMITTEE FOR CIVIL RIGHTS OF THE SAN FRANCISCO BAY AREA (LCCR)

<u>Held Back - Addressing Misplacement of 9th Grade Students in Bay Area School Math Classes</u> WEB SITES

CSBA: http://www.csba.org

California Department of Education: http://www.cde.ca.gov

Common Core State Standards Initiative: http://www.corestandards.org/math

Lawyers' Committee for Civil Rights of the San Francisco Bay Area (LCCR): http://www.lccr.com

Policy adopted:



# **April 10, 2017**

Board Item - P.-2.

#### **Issue:**

First reading of new Board Policy 6152.

#### **Superintendent's Recommendation:**

First reading of new Board Policy 6152, Class Assignment.

#### **Analysis**:

It is the goal of the superintendent and staff to review the district's board policies and administrative regulations on a regular basis and bring new and/or revised board policies and administrative regulations to the board of trustees for approval.

This new policy addresses state law. This academic policy provides benefits that seek to answer questions about the purpose of class assignment.

For questions regarding this board item, please contact Ana Maria Alvarez at (619) 691-5546 or ana.alvarez@sweetwaterschools.org.

Fiscal Impact:

None.

#### **ATTACHMENTS:**

Description

Type

New Board Policy 6152-Class Assignment

Backup Material

BP 6152(a)

#### Instruction

#### **CLASS ASSIGNMENT**

The Governing Board believes students should be assigned to classes and/or grouped in a manner that provides the most effective learning environment for all students.

When assigning students to specific courses and classes, the principal or designee may consider the following criteria as appropriate for the grade level and course:

- 1. Staff recommendation, including, but not limited to, the recommendations of teachers and counselors
- 2. Skills and classroom management style of individual teachers
- 3. Student skill level as indicated by multiple objective academic measures, such as student assessment results, grade point average, and grades in prerequisite courses

```
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6152.1 - Placement in Mathematics Courses)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
```

- 4. Balance of high, medium, and low academic achievers
- 5. Student interests, readiness, behavior, and motivation
- 6. Student/teacher ratios and, if relevant, class size reduction considerations

```
(cf. 6151 - Class Size)
```

The principal or designee may accept from parents/guardians any information which would be helpful in making placement decisions. However, a parent/guardian who provides such information shall be informed that a request for a specific teacher shall be one of many factors which may be taken into account when determining his/her child's placement.

During the school year, the principal or designee may make any adjustments in class placement which he/she considers beneficial to the student or the educational program.

#### **Additional Requirements for Grades 9-12**

Except for a student enrolled in an alternative school, community day school, continuation high school, or opportunity school, or as otherwise specified below, no student enrolled in grades 9-12 shall be assigned:

BP 6152(b)

#### **CLASS ASSIGNMENT** (continued)

- 1. To any course without educational content for more than one week in any semester, including any of the following situations: (Education Code 51228.1)
  - a. The student is sent home or released from campus before the conclusion of the designated school day.
  - b. The student is assigned to a service, instructional work experience, or other course in which he/she is assigned to assist a certificated employee, but is not expected to complete curricular assignments, in a course the certificated employee is teaching during that period and where the ratio of certificated employees to students assigned to the course for curricular purposes is less than one to one.
  - c. The student is not assigned to any course for the relevant course period.
- 2. To a course that he/she has previously completed and received a grade determined by the district to be sufficient to satisfy minimum high school graduation requirements and the requirements and prerequisites for admission to California public postsecondary institutions, unless the course has been designed to be taken more than once because students are exposed to a new curriculum year to year and are therefore expected to derive educational value from taking the course again (Education Code 51228.2)

```
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)
```

An exception to item #1 or #2 above may be made only if all of the following conditions are satisfied: (Education Code 51228.1, 51228.2)

- 1. The student, or the student's parent/guardian if he/she is younger than age 18 years, has consented in writing to the assignment.
- 2. A school official has determined that the student will benefit from being assigned to the course period.
- 3. The principal or assistant principal has stated in a written document maintained at the school that, for the relevant school year, no students are assigned to those classes unless the school has obtained the student's or parent/guardian's consent and determined that the student will benefit from the assignment.

In addition, under no circumstances shall a student be assigned to a course period without educational content or a course he/she has already satisfactorily completed because there are insufficient curricular course offerings for the student to take during the relevant period of the school day. (Education Code 51228.1, 51228.2)

BP 6152(c)

#### **CLASS ASSIGNMENT** (continued)

The above limitations on class assignments shall not affect the authority of the Superintendent or designee to permit the enrollment of a student in a dual enrollment, independent study, evening high school program, or other class or course authorized by law. (Education Code 51228.1, 51228.2)

```
(cf. 6158 - Independent Study)
(cf. 6172.1 - Concurrent Enrollment in College Courses)
```

Any complaint that the district has not complied with the requirements in this section regarding assignments in grades 9-12 may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or the CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 51228.3; 5 CCR 4600-4687)

(cf. 1312.3 - Uniform Complaint Procedures)

#### Legal Reference:

#### **EDUCATION CODE**

35020 Duties of employees fixed by governing board

35160 Authority of the board

51224.7 California Mathematics Placement Act of 2015

51228.1 Assignment to courses without educational content, grades 9-12

51228.2 Assignment to courses previously completed, grades 9-12

51228.3 Uniform complaint procedures; noncompliance with assignment limitations for grades 9-12

#### CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

#### Management Resources:

#### **WEB SITES**

California Department of Education, Curriculum and Instruction: http://www.cde.ca.gov/ci National Association for the Education of Young Children: http://www.naeyc.org

Policy adopted:



# **April 10, 2017**

#### Board Item - P.-3.

#### **Issue:**

Rescind Board Policy 5030 and new Board Policy 5030.

### **Superintendent's Recommendation:**

Approve rescission of Board Policy 5030, Student Wellness, and approve new Board Policy 5030, Student and Staff Wellness.

#### **Analysis**:

It is the goal of the superintendent and staff to review the district's board policies and administrative regulations on a regular basis and bring new and/or revised board policies and administrative regulations to the board of trustees for approval.

The revisions reflect changes in practice, state and federal laws, and compliance mandates.

For questions regarding this board item, please contact Dr. Joe Fulcher at (619) 691-5533 or joe.fulcher@sweetaterschools.org

#### Fiscal Impact:

None.

#### **ATTACHMENTS:**

Description

BP 5030 Unadopted New

Backup Material

BP 5030 Current - To Rescind

Backup Material

Students BP 5030(a)

#### STUDENT AND STAFF WELLNESS

The Board of Trustees recognizes the link between student health and learning and strives to provide a comprehensive program promoting healthy eating and physical activity for district students. The District believes that for students to have the opportunity to achieve personal, academic, developmental, and social success, we need to create positive, safe, and health-promoting learning environments at every level, in every setting, throughout the school year.

#### BACKGROUND

The wellness policy requirement was established by the Child Nutrition and Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) Reauthorization Act of 2004 and further strengthened by the Healthy, Hunger-Free Kids Act of 2010 (HHFKA).

Every school district that uses federal dollars for school breakfast or lunch was required to create a local wellness policy by the start of the 2006- 2007 school year (SUHSD BP#5030). In 2016, the USDA Food and Nutrition Service (FNS) finalized regulations to create a framework and guidelines for written wellness policies which delineate requirements for communication of district wellness policies, annual review, and progress towards implementation.

The district's local wellness policy applies to every school in the district. The policy will assist schools in improving the health of students by promoting physical activity and nutritious food.

#### **PURPOSE**

The district plays a critical role in curbing the epidemic of childhood obesity. The Board of Trustees are committed to providing a school environment that promotes student wellness, proper nutrition, and regular physical activity as part of our total learning experience.

#### A. Components

- 1. District Wellness Committee: The Superintendent will designate leadership staff who have the authority and responsibility to ensure that:
- a) A district Wellness Committee is convened and meets at least four times per school year to review and update the policy, and support and monitor policy implementation. The Wellness Committee includes district office personnel, site personnel and community members, and permits parents, students, representatives of Nutrition Services, Physical Education teachers, school health professionals, the school board, and the general public to participate.
- b) Each school site is encouraged to:
  - o Create a site-based wellness committee.

- Designate a wellness champion who will serve as a point of contact for the Wellness Committee,
- o Support wellness policy implementation at the school site,
- o Attend district wellness committee meetings as available.
- c) The public, including parents, students and others in the community, shall be informed and updated annually about the content and implementation of the wellness policy.
- d) The district establishes and maintains collaborative relationships with community partners to support wellness activities on school campuses and provides information about opportunities and services within the community that support healthy living for students, staff and parents.
- **2. Physical Education**: The Physical Education program shall be designed to build the skills and physical literacy district students need to maintain a healthy lifestyle while offering a range of activities that meet the needs, interests, and abilities of all students, including students with disabilities and students with special health-care needs.
  - 1. Physical Education will take place in an enjoyable, safe, and secure learning environment.
  - 2. Physical Education minutes shall meet or exceed the 400 minutes every ten days throughout the school year, as required by the State of California.
  - 3. The curriculum will be consistent with the expectations established in the state's curriculum framework and content standards, and be taught by credentialed Physical Education specialists.
  - 4. The teacher-student ratios in Physical Education classes shall be appropriate to best meet the needs of district students.
  - 5. Adequate equipment shall be provided for all students to be actively engaged in the Physical Education program.
  - 6. Physical Education class time will include opportunities for moderate to vigorous physical activity with a goal of such activity a significant percentage of class time.
  - 7. Physical Education teachers will be provided the opportunity for annual professional development that may include Physical Education training, instructional strategies, assessment of student performance and protocols for administering the California Physical Fitness Test.
- **3. Physical Activity**: The district recognizes that students are more attentive and ready to learn if provided with periodic breaks to be physically active or stretch. In an effort to limit the health consequences of prolonged sedentary behavior, all students regardless of ability shall be provided opportunities to be physically active on a regular basis, before, during and after school.

- 1. Teachers shall provide students with short (3-5 minute) physical activity and stress reduction breaks at least once per class period.
- 2. The district shall offer a variety of supervised school athletic programs, extracurricular programs, and before- and after-school physical activities and programs.
- 3. If appropriate, joint use agreements for district facilities or grounds will be entered into for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunities for physical activity.
- 4. Active transportation to and from school will be encouraged as an opportunity for physical activity by providing secure bicycle and skateboard racks when possible, and by participating in Safe Routes to School activities and funding opportunities when appropriate.
- **4. Nutrition/Nutrition Services:** To improve health and prevent chronic disease, the district promotes healthy food and beverage choices for all students and staff by creating meal environments that encourage healthy nutrition choices and participation in school meal programs.
  - 1. All district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs. Schools that qualify for Child and Adult Care Food Program and Supper Meal Program will participate. When approved by the California Department of Education, the district may sponsor a summer meal program.
    - a. All school nutrition services staff will be provided continuing professional development in accordance with USDA Professional Standards for State and Local Nutrition Programs.
    - b. Staff development programs will include appropriate certification and/or training programs for child nutrition directors, school nutrition managers, and cafeteria workers, according to their levels of responsibility.
    - c. Applications for free/reduced price meals will be provided to all families at the beginning of their enrollment in school. The application is also available on the district website
    - d. Schools will make every effort to avoid any social stigma attached to free and reduced-price school meals, and prevent the overt identification of students who are eligible for these meals. Towards this end, schools will utilize electronic identification and payment systems: provide meals at no charge to all children, regardless of income; and /or use nontraditional methods for serving school meals, such as "grab-and-go" or classroom breakfast.
  - 2. As all schools are closed campuses, students and parents are prohibited from ordering or delivering food from outside establishments during the school day.

a. The district encourages and supports the use of nonfood rewards when considering incentives for student's academic performance, accomplishments, or behavior. A list of suggestions will be provided to schools and parents. Food items will not be used as rewards.

It is encouraged that students be provided with at least 30 minutes for lunch and 10 minutes for Nutrition Break daily so they can obtain and consume their meals. In addition:

- 1. Students shall be provided access to free potable drinking water in eating areas during meal times and throughout the school day by allowing for installation or renovation of water stations when possible.
- 2. Students shall also be encouraged to consume water during the school day and in campus after-school programs by allowing capped water bottles in classrooms and other campus areas.
- 3. The district shall implement Smarter Lunchrooms strategies to promote good nutrition and encourage students to select and consume the healthiest options available in the meal program.
- 4. The district shall foster a culture of support for growing and procuring fresh, local produce through community engagement, opportunities for school gardens, Farmto-School and Garden-to-Cafeteria programs, farmers markets, and food distribution at school sites.
- 5. The district will encourage board-supported actions to establish partnerships and explore opportunities for district-wide farms to grow produce for school food programs.
- 6. The district shall establish policies that support adoption of the San Diego County Farm to School Taskforce (<a href="http://www.sdchip.org/wp-content/uploads/2016/06/F2S-Taskforce-Overview-Final.pdf">http://www.sdchip.org/wp-content/uploads/2016/06/F2S-Taskforce-Overview-Final.pdf</a>) definition of local, regional, and statewide food procurement.
- 7. The district shall ensure that foods and beverages available to students before, during, and after school on school campuses support the health curriculum, promote optimal health, and take into consideration students with special dietary needs and food allergies.
- **5. Fundraising, Food Sales, and Activities:** In order to support healthy food and beverage choices among students and staff and align with school nutrition education efforts:
  - 1. The Board prohibits the marketing and advertising of any foods and beverages that do not meet or exceed current state and federal nutritional standards.

- a. Examples of marketing techniques include the following: signage, logos, brand names on/in vending machines, books or curricula, textbook covers, school supplies, advertisements in school publications, scoreboards, school structures, and sports equipment; educational incentive programs; programs that provide schools with supplies when families buy low-nutrition food products; in-school television; free samples, coupons or incentive programs; and food sales through fundraising activities. Marketing activities that promote healthful behaviors (and are therefore allowable) include: vending machine covers promoting water; pricing structures that promote healthy options in a la carte lines or; sales of fruit for fundraisers
- 2. School-based marketing will be consistent with nutrition education and health promotion. As such, schools will, from one half hour before to one half hour after school, limit food and beverage marketing to the promotion of foods and beverages that meet the nutrition standards for meals or for foods and beverages sold individually.
- 3. All foods and beverages sold, served and/or offered to students on campus by any entity from one half hour before through 30 minutes after the school day ends, including foods and beverages provided through the district's Nutrition Service program, student stores, vending machines, fundraisers, clubs, after-school programs or other venues, shall meet or exceed current state and federal nutritional standards. <a href="https://www.fns.usda.gov/tn/guide-smart-snacks-schools;">http://www.californiaprojectlean.org/doc.asp?id=287</a>
- 4. School organizations are strongly encouraged to use physical activity events and/or non-food items for fundraising purposes. The district will provide a list of healthy fundraising ideas to parents, teachers, and staff, including non-food fundraisers.
- 5. School organizations are strongly encouraged to partner with Nutrition Services for food fundraisers at school-based or school-sponsored activities and events, to ensure compliance with current state and federal nutritional standards.
- 6. School-based or school-sponsored events including during after-school or non-school hours shall include one or more healthy options when selling/serving/offering foods and beverages. (i.e. water, fruits, vegetables, whole grains, low fat dairy products.)
- 7. All foods and beverage items brought onto campus by parents/guardians or other volunteers, community organizations or businesses should be store-bought, prepackaged and with a label listing ingredients so students with food allergies are protected from accidental exposure.
- 8. No home-cooked foods or beverages shall be served to students in order to minimize the risk of foodborne illnesses.
- 9. School staff shall require parents/guardians or other volunteers, community organizations or businesses to adhere to the Wellness Policy when donating food/beverage items for school-based or school-sponsored events. The district will provide a list of foods and beverages that meet Smart Snacks nutrition standards.

- 10. Celebrations and parties: Celebrations during school hours are strongly encouraged to use non-food activities. The district will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas. <a href="https://www.healthiergeneration.org/">https://www.healthiergeneration.org/</a> asset/1062yk/07-278 HSPFramework.pdf
- 11. Staff and teachers are prohibited from selling any food or beverage items on campus at any time.
- 12. Rewards and Incentives. The District will provide teachers and other relevant school staff a list of alternative ways to reward children. Foods and beverages will not be used as a reward or withheld as punishment for any reason, such as for performance or behavior.
- **6. Health Education:** To foster the knowledge, skills, and attitudes that students need in order to lead healthy lives and avoid high-risk behaviors, the district's health education program shall be part of a coordinated school health system which supports the well-being of students and is linked to district and community services and resources.
  - 1. The Superintendent or designee shall provide professional development to ensure that teachers providing health education are knowledgeable about academic content standards and effective instructional methodologies.
  - 2. Comprehensive health education will be taught in Health Education classes or self- contained multiple subject classes; and will include the content areas of Nutrition and Physical Activity, Mental, Emotional, and Social health, Personal and Community health, Alcohol, Tobacco and other Drug Prevention. Individual growth, development and sexual health, and injury prevention and safety will also be included as per the California Health Education Content Standards.
  - 3. The health education topics listed above will be integrated into other academic subjects as appropriate.
  - 4. Before and after school programs are encouraged to integrate nutrition education into their activities as appropriate.
- 7. Health Services: The health services program is designed to promote and support health and well-being for all families, students, and staff. The district supports school based health centers and family resource centers as a means to provide access to care and other needed services. Each school site has fully qualified and credentialed school personnel to provide:
  - 1. Student health assessments such as vision and hearing screening.
  - 2. Care for minor illness/injury and emergency services.
  - 3. Referral and coordination of care for management of chronic conditions.
  - 4. Training in the early recognition and referral of mental and physical health problems for all staff who directly encounter students.
  - 5. Linkages to community agencies that provide health related information and resources such as affordable health insurance.

- **8. Safe School Environment:** The district affirms that every student and staff member has a right to safety and security and believes that a healthy and safe school environment enhances academic achievement. The district will create a positive school climate that celebrates and respects diversity and human dignity and admonishes bullying behavior. The district will:
  - 1. Maintain safe, healthy, and smoke-free school campuses for all students.
  - 2. Require that employees promptly report workplace safety concerns.
  - 3. Create physical environments designed to facilitate healthy behaviors.
  - 4. Foster a culture of mutual respect and tolerance.
  - 5. Closed campus regulations shall be enforced in accordance with district policy and visitor entrance and egress will be restricted.
    - o <a href="http://boarddocs.suhsd.k12.ca.us/Board.nsf/files/8ED2J6025C9D/\$file/BP%2">http://boarddocs.suhsd.k12.ca.us/Board.nsf/files/8ED2J6025C9D/\$file/BP%2</a> 05112.5%20Open%20Closed%20Campus.pdf
    - o <a href="http://boarddocs.suhsd.k12.ca.us/Board.nsf/files/9WBNPH60E3EE/\$file/AR %205131.2%20Bullying.pdf">http://boarddocs.suhsd.k12.ca.us/Board.nsf/files/9E32H2023208/\$file/BP%20 5145.31%20Transgender%20and%20Nonconforming%20Students.pdf</a>
    - http://boarddocs.suhsd.k12.ca.us/Board.nsf/files/AFST6K75D926/\$file/BP%2 00410%20Nondiscrimination%20in%20District%20Programs%20and%20Act ivities%20Title%20IX.pdf
    - o <a href="http://boarddocs.suhsd.k12.ca.us/Board.nsf/files/89ZPK764F244/\$file/AR+04">http://boarddocs.suhsd.k12.ca.us/Board.nsf/files/89ZPK764F244/\$file/AR+04</a> 50+Comprehensive+Safety+Plan.pdf
- **9. Mental and Behavioral Health and Wellness:** The district recognizes mental and behavioral health is a continuum ranging from wellness to illness and will provide an environment that promotes the social, emotional, and psychological well-being of students and staff. The district will:
  - 1. Provide access to credentialed school psychologists, school counselors, school nurses, and/or school based mental health practitioners who encourage and support students in making healthy decisions, managing emotions, and coping with trauma and/or crisis events.
  - 2. Ensure that all school-based providers such as school psychologist's, school counselors, and school based mental health practitioners provide preventative services within the school, and collaborate with community based providers when the student needs surpass the services available within the context of the school district.
  - 3. Provide access to available resources that ensure development of healthy mental and behavioral functioning such as self-regulation, advocacy, resiliency, etc.
  - 4. Provide designated staff at each school site with procedures for early identification and referral of mental and behavioral health needs among students and staff.
  - 5. Provide students and families with annual mental and behavioral wellness event.

- 6. Foster a continuum of preventative school-wide efforts to develop positive relationships, social capital, and promote a culture of care within a Restorative Practices and/or Positive Behavior Interventions and Supports (PBIS) Framework.
- 7. Foster health and positive relations with food and promote healthy body image.
- 8. Encourage school sites to offer opportunities for student support groups, peer to peer, and mentoring programs.
- 10. Staff Wellness: The district's goal is to provide work environments that increase health awareness, promote positive lifestyles, decrease the risk of disease and enhance the quality of life for district personnel. The District highly values the health and wellbeing of every staff member and their potential to serve as role models for students. Therefore, the district will plan and implement activities and policies that support personal efforts by staff to maintain a healthy lifestyle.
  - 1. The district will establish and maintain a staff wellness subcommittee of the District Wellness Committee to develop and promote a plan for staff health and wellness.
  - 2. Encourage staff to serve as positive role models for students by demonstrating behaviors such as healthy eating/drinking and regular physical activity.
  - 3. Strongly discourage staff from displaying any food/beverage items (i.e., coffee, soda, energy drinks, fast food) that do not support the district's health messaging and wellness policies.
  - 4. Collaborate with Voluntary Employee Benefits Association Program (VEBA) and/or health insurance providers regarding opportunities that exist to improve employee physical and mental health
  - 5. Encourage staff to take advantage of wellness programs available to them for mental and behavioral health needs.
  - 6. Encourage each school site to designate an employee representative for staff wellness who will:
    - a. Serve as point of contact for the staff wellness subcommittee of the district wellness committee.
    - b. Increase awareness and encourage participation in wellness opportunities available to staff.
- **11. Lactation Accommodation:** In recognition of the connection between breastfeeding, health and healthy weight for infants, and in accordance to BP 5146, the district shall ensure a lactation supportive environment.
  - The district shall provide a reasonable amount of break time to accommodate an employee and/or student each time she has a need to express breast milk for her infant child. (Labor Code 1030 & AB302).
  - The district shall provide a clean and private space, other than a restroom, to accommodate an employee and/or student each time she has a need to express breast milk for her infant child. (Labor Code 1030 & AB302).

### STUDENT AND STAFF WELLNESS (continued)

- The district shall provide permission to bring onto a school campus any equipment used to express breast milk, access to a power source for that equipment, and access to a place to safely store expressed breast milk.
- The bill would prohibit a pupil from incurring an academic penalty as a result of her use, during the school day, of these reasonable accommodations.
- **12. Family/Community Involvement:** The district's goal is to ensure consistent health and wellness messages between the home and school environment. The District will:
  - Encourage parents to provide a healthy diet and engage in physical activity with their children.
  - Work with community partners to provide information about existing opportunities and services within the community that support healthy living for students, staff and parents.
  - Invite families to participate in school-sponsored physical activity programs and provide information about ongoing health promotion efforts in the school district.

### Links mentioned in policy:

Link to non-food reward ideas

http://www.livewellsd.org/content/dam/livewell/bestpractices/Tools%20for%20Schools%20Final%20for%20Web.pdf

Link to Farm to School Taskforce

http://www.sdchip.org/wp-content/uploads/2016/06/F2S-Taskforce-Overview-Final.pdf

Link to California Smart Snacks in School

https://www.fns.usda.gov/tn/guide-smart-snacks-schools

http://www.californiaprojectlean.org/doc.asp?id=287

Links to healthy party ideas from Alliance for a Healthier Generation and USDA

https://www.healthiergeneration.org/asset/1062yk/07-278 HSPFramework.pdf

https://healthymeals.fns.usda.gov/local-wellness-policy-resources/wellness-policy-

elements/healthy-celebrations

Labor Code 1030

http://leginfo.legislature.ca.gov/faces/codes\_displaySection.xhtml?lawCode=LAB&sectionNum=1030.

AB 302

http://www.leginfo.ca.gov/pub/15-16/bill/asm/ab\_0301-

0350/ab 302 bill 20150212 introduced.htm

Policy adopted: April 10, 2017

Sweetwater Union High School District Chula Vista, California Students BP 5030(a)

### STUDENT WELLNESS

The Board of Trustees recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for district students. The Superintendent or designee shall build a coordinated school health system that supports and reinforces health literacy through health education, science, physical education, health services, nutrition services, psychological and counseling services, health promotion for staff, a safe and healthy school environment, and parent/guardian and community involvement.

```
(cf. 3513.3 - Tobacco-Free Schools)
(cf. 3514 - Environmental Safety)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.61 - Drug Testing)
(cf. 5131.62 - Tobacco)
(cf. 5131.63 - Steroids)
(cf. 5141 - Health Care and Emergencies)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.27 - Food Allergies/Special Dietary Needs)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5141.6 - Student Health and Social Services)
(cf. 5142 - Safety)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Education)
(cf. 6164.2 - Guidance/Counseling Services)
```

To encourage consistent health messages between the home and school environment, the Superintendent or designee may disseminate health information and or the district's student wellness policy to parents/guardians through district or school newsletters, handouts, parent/guardian meetings, the district or school web site, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and academic performance.

```
(cf. 1113 - District and School Web Sites)
(cf. 6020 - Parent Involvement)
(cf. 1100 – Communication With The Public)
(cf. 1112 – Media Relations)
(cf. 1113 – District and School Web Sites)
```

### **School Health Council/Committee**

To fulfill this requirement, the Superintendent or designee shall have participation from parents/guardians, students, food service employees, physical education teachers, science teachers, health teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the district's student wellness policy. (42 USC 1758b)

The Superintendent or designee may appoint a school health council or other committee consisting of parents/guardians, students, food service employees, district and school site administrators, Board representatives, health professionals, school nurses, health educators, physical education teachers, science teachers, counselors, curriculum director, health practitioners, members of the public, and/or others interested in school health issues.

```
(cf. 1220 - Citizen Advisory Committees)
(cf. 9140 - Board Representatives)
```

The school health council or committee shall advise the district on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the Council committee may include the planning and implementation, and evaluation of activities to promote health within the school or community.

### **Nutrition Education and Physical Activity Goals**

The Board shall adopt goals for nutrition education, physical activity, and other school-based activities that are designed to promote student wellness in a manner that the district determines appropriate. (42 USC 1751 Note)

```
(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
```

The district's nutrition education and physical education programs shall be based on research, consistent with the expectations established in the state's curriculum frameworks and content standards, and designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

```
(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)
```

Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program. Nutrition education also may be offered through before- and after-school programs.

```
(cf. 5148.2 - Before/After School Programs)
(cf. 6142.8 - Comprehensive Health Education)
```

The Board prohibits the marketing and advertising of non-nutritious foods and beverages through signage, vending machine fronts, logos, scoreboards, school supplies, advertisements in school publications, coupon or incentive programs, free giveaways, or other means.

```
(cf. 1325 - Advertising and Promotion)
```

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education, school athletic programs, extracurricular programs, before-school and/or after-school programs in class physical activity breaks, and other structured and unstructured activities.

```
(cf. 6142.7 - Physical Education)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
```

The Board may enter into a joint use agreement to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunities for physical activity.

```
(cf. 1330.1 - Joint Use Agreements)
```

The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical activity fitness. Staff is encouraged to follow nutritional standards during school hours. He/she shall promote and may provide opportunities for regular physical activity among employees. Professional development may include instructional strategies that assess health knowledge and skills and promote healthy behaviors.

```
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
```

The Board prohibits the marketing and advertising of non-nutritious foods and beverages through signage, vending machine fronts, logos, scoreboards, school supplies, advertisements in school publications, coupon or incentive programs, or other means.

```
(cf. 1325 - Advertising and Promotion)
```

### **Nutritional Guidelines for Foods Available at School**

For all foods available on each campus during the school day, the district shall adopt nutritional guidelines which are consistent with 42 USC 1773 and 1779 and support the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b)

The Board believes that foods and beverages available to students at district schools should support the health curriculum and promote optimal health, taking into consideration the need of students with special dietary needs. Nutritional standards adopted by the district for all foods and beverages sold to students, including foods and beverages provided through the

BP 5030(d)

### **STUDENT WELLNESS** (continued)

district's food service program, student stores, vending machines, fundraisers, or other venues, shall meet or exceed state and federal nutritional standards.

```
(cf. 3312 - Contracts)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3554 - Other Food Sales)
(cf. 5148 - Child Care and Development)
(cf. 6300 - Preschool/Early Childhood Education)
(cf. 5141.27 - Food Allergies/Special Dietary Needs)
```

In order to maximize the district's ability to provide nutritious meals and snacks, all district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after-school snack programs, to the extent possible. When approved by the California Department of Education, the district may sponsor a summer meal program.

```
(cf. 3552 - Summer Meal Program)
(cf. 3553 - Free and Reduced Price Meals)
```

The Superintendent or designee shall require school organizations to use healthy food items or non-food items for fundraising purposes. He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

```
(cf. 1230 - School-Connected Organizations)
```

School staff shall require parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties and by limiting foods or beverages that do not meet nutritional standards to no more than one such food or beverage per party. Class parties or celebrations shall be held after the lunch period when possible.

### **Guidelines for Reimbursable Meals**

Foods and beverages provided through federally reimbursable school meal programs shall meet or exceed federal regulations and guidance issued pursuant to 42 USC 1758(f)(1), 1766(a), and 1779(a) and (b), as they apply to schools. (42 USC 1751 Note)

In order to maximize the district's ability to provide nutritious meals and snacks, all district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs, to the extent possible.

```
(cf. 3553 - Free and Reduced Price Meals)
```

### **Program Implementation and Evaluation**

The Superintendent shall designate one or more district or school employees, as appropriate, to ensure that each school site complies with this policy. (42 USC 1758b)

```
(cf. 0500 - Accountability)
(cf. 3555 - Nutrition Program Compliance)
```

The Superintendent or designee shall inform and update the public, including parents/guardians, students, and others in the community, about the contents and implementation of this policy. He/she shall periodically measure and make available to the public an assessment of the extent to which district schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC 1758b)

To determine whether the policy is being effectively implemented district wide and at each district school, the following indicators shall be used:

- 1. Descriptions of the district's nutrition education, physical education, and health education curricula by grade level
- 2. Number of minutes of physical education instruction offered at each grade span
- 3. Number and type of exemptions granted from physical education
- 4. Results of the state's physical fitness test
- 5. An analysis of the nutritional content of meals served based on a sample of menus
- 6. Student participation rates in school meal programs, compared to percentages of students eligible for free and reduced-price meals
- 7. Number of sales of non-nutritious foods and beverages in fundraisers or other venues outside of the district's meal programs
- 8. Feedback from food service personnel, district/school administrators, the school health council/committee, parents/guardians, students, and teachers, curriculum director, health practitioners, and community members or other appropriate persons
- 9. Any other indicators recommended by the Superintendent and approved by the Board

The Superintendent or designee shall report to the Board at least every two years on the implementation of this policy and any other Board policies related to nutrition and physical activity.

### **Posting Requirements**

Each school shall post the district's policies and regulations on nutrition and physical activity in public view within all school cafeterias or in other central eating areas. (Education Code 49432)

Each school shall also post a summary of nutrition and physical activity laws and regulations prepared by the California Department of Education.

### Legal Reference:

**COURT DECISIONS** 

```
EDUCATION CODE
33350-33354 CDE responsibilities re: physical education
49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001
49490-49494 School breakfast and lunch programs
49500-49505 School meals
49510-49520 Nutrition
49530-49536 Child Nutrition Act
49540-49546 Child care food program
49547-49548.3 Comprehensive nutrition services
49550-49561 Meals for needy students
49565-49565.8 California Fresh Start pilot program
49570 National School Lunch Act
51210 Course of study, grades 1-6
51220 Course of study, grades 7-12
51222 Physical education
51223 Physical education, elementary schools
51795-51796.5 School instructional gardens
51880-51921 Comprehensive health education
CODE OF REGULATIONS, TITLE 5
15500-15501 Food sales by student organizations
15510 Mandatory meals for needy students
15530-15535 Nutrition education
15550-15565 School lunch and breakfast programs
UNITED STATES CODE, TITLE 42
1751-1769 National School Lunch Program, especially:
1751 Note Local wellness policy
1771-1791 Child Nutrition Act, including:
1773 School Breakfast Program
1779 Rules and regulations, Child Nutrition Act
CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.31 National School Lunch Program
220.1-220.21 National School Breakfast Program
```

Frazer v. Dixon Unified School District, (1993) 18 Cal. App. 4th 781

Management Resources:

#### CSBA PUBLICATIONS

<u>Nutrition Standards for Schools: Implications for Student Wellness,</u> Policy Brief, rev. October 2007 Food Safety Requirements, Fact Sheet, October 2007

Physical Education and California Schools, Policy Brief, rev. October 2007

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007 Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, Policy Brief, March 2007

<u>Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide</u>, rev. April 2006 <u>School-Based Marketing of Foods and Beverages: Policy Implications for School Boards</u>, Policy Brief, March 2006

### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Healthy Children Ready to Learn, January 2005

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS (continued)

<u>Physical Education Framework for California Public Schools, Kindergarten Through Grade 12, 1994</u> <u>CALIFORNIA PROJECT LEAN PUBLICATIONS</u>

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006

CENTERS FOR DISEASE CONTROLAND PREVENTION PUBLICATIONS

<u>School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide</u> for Elementary and Middle/High Schools, 2004

Making It Happen: School Nutrition Success Stories, 2005

NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS

Fit, Healthy and Ready to Learn, 2000

#### U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Dietary Guidelines for Americans, 2005

<u>Team Nutrition, Food and Nutrition Services, Changing the Scene, Improving the School Nutrition</u>

Environment: A Guide to Local Action, 2000

**WEB SITES** 

CSBA: http://www.csba.org

Action for Healthy Kids: http://www.actionforhealthykids.org

California Department of Education, Nutrition Services Division: http://www.cde.ca.gov/ls/nu

California Department of Public Health: http://www.cdph.ca.gov

California Healthy Kids Resource Center: http://www.californiahealthykids.org

California Project LEAN (Leaders Encouraging Activity and Nutrition):

http://www.californiaprojectlean.org

California School Nutrition Association: http://www.calsna.org Centers for Disease Control and Prevention: http://www.cdc.gov

Dairy Council of California: http://www.dairycouncilofca.org

 $National\ Alliance\ for\ Nutrition\ and\ Activity:\ http://www.cspinet.org/nutritionpolicy/nana.html$ 

National Association of State Boards of Education: http://www.nasbe.org

National School Boards Association: http://www.nsba.org School Nutrition Association: http://www.schoolnutrition.org

School Nutrition Association. http://www.schoolnutrition

Society for Nutrition Education: http://www.sne.org

U.S. Department of Agriculture, Food Nutrition Service, wellness policy:

 $http://www.fns.usda.gov/tn/Healthy/wellnesspolicy\_steps.html$ 

Policy SWEETWATER UNION HIGH SCHOOL DISTRICT

adopted: November 17, 2008 Chula Vista, California revised: January 30, 2012



Board Item - P.-4.

<u>Issue</u>:

New Board Policy 5145.4.

# **Superintendent's Recommendation:**

Approve new Board Policy 5145.4, Federal Immigration Enforcement on Campus.

### **Analysis**:

It is the goal of the superintendent and staff to review the district's board policies and administrative regulations on a regular basis and bring new and/or revised board policies and administrative regulations to the board of trustees for approval.

The recent approval of Resolution No. 4468 – Resolution Advocating for and Protecting Each of the District's Students - calls for action on the district ensuring that district policies, regulations, and practices safeguard the educational rights and protections afforded to students, including, but not limited to, those found under the 2011 Memorandum from the Department of Homeland Security classifying schools as sensitive locations where immigration enforcement actions are prohibited, the State of California's compliance with the California Trust Act of 2014, and to immigrant students and their families under the 1982 Supreme Court decision in the matter of Plyer v. Doe.

For questions regarding this board item, please contact Dr. Joe Fulcher at (619) 407-4920 or joe.fulcher@sweetwaterschools.org.

Fisca	 υu	Ct.

None.

#### ATTACHMENTS:

Description

Type

☐ Immigration Policy 5145.4

Backup Material

**Students** BP 5145.4(a)

#### FEDERAL IMMIGRATION ENFORCEMENT ON CAMPUS

### **Guiding Principles**

Immigration enforcement activities in and around schools create hardships and barriers to health and educational attainment for immigrant students, and establish a pervasive climate of fear, conflict, and stress that affects all District students, regardless of their background or immigration status. The federal government has recognized the human cost associated with immigration enforcement on campus and has declared that schools are "sensitive locations" at which immigration enforcement activity should not occur. Accordingly, federal immigration enforcement activities in and around District property<sup>2</sup> would be a severe disruption to the learning environment and educational setting for students.

### **Prohibition Against District Immigration Enforcement Activities**

In addition to establishing a climate of fear, conflict, and stress, when district staff<sup>3</sup> and school resource officers assigned to our District are involved in enforcing federal civil immigration law, it creates the perception that they are exercising federal immigration authority, <sup>4</sup> it decreases the likelihood that students will cooperate with district officials and school resource officers based on fears that this could lead to their deportation or the deportation of family members, and it conflicts with schools' constitutional obligation to provide equal educational opportunities to students regardless of their immigration status.

The District shall not enter into agreements with state or local law enforcement agencies, federal immigration authority, or any other federal agency for immigration enforcement activities. The District shall share this policy with local law enforcement agencies with whom its contracts for police services and requests acknowledgement that they have no authority to enforce federal immigration law on or participating in immigration enforcement efforts with federal authorities on District properties. This means that law enforcement officers that the district contracts with to work at

<sup>&</sup>lt;sup>1</sup> "Citizenship or immigration status" are all matters regarding questions of citizenship of the United States or any other country, the authority to reside in or otherwise be present in the United States, the time or manner of a person's entry into the Unites States, or any other civil immigration matter enforced by the Department of Homeland Security or other federal agency charged with the enforcement of civil immigration law.

<sup>&</sup>lt;sup>2</sup> District property includes, but is not limited to, all school sites, early education centers, adult school facilities, and District administrative offices.

<sup>&</sup>lt;sup>3</sup> "District staff and personnel" includes all persons employed by the district, including district administrative staff, school personnel, and school security personnel and officers.

<sup>&</sup>lt;sup>4</sup> "Federal immigration authority" means any officer, employee, or person otherwise paid by or acting as an agent of United States Immigration and Customs Enforcement ("ICE") or any division thereof, or any other officer, employee, or person otherwise paid by or acting as an agent of the United States Department of Homeland Security ("DHS") who is charged with immigration enforcement.

### FEDERAL IMMIGRATION ENFORCEMENT ON CAMPUS (continued)

or are stationed at District schools shall not: hold individuals in custody on ICE detainers, <sup>5</sup> respond to ICE notification or transfer requests, <sup>6</sup> make arrests based on civil immigration warrants, <sup>7</sup> or allow ICE to use campus facilities for immigration enforcement purposes.

### **Prohibition Against Federal Immigration Enforcement Activities on Campus**

Access to School Site or Request to Interview a Student

In accordance with these principles and general District policies restricting visitor access to school sites for school-related purposes only, the District shall deny all requests by federal immigration authority for access to a school site or to interview a student. Given the particular threat immigration enforcement poses to the learning environment, these requests shall be immediately forwarded to the Superintendent and General Counsel for review and a decision on whether to reverse the denial and allow access to the site or the student, and/or a decision on whether such access will conflict with District compliance with Plyler v. Doe and other applicable laws.

When federal immigration authority requests access to a school site or to interview a student, the General Counsel shall ask for the federal immigration authority's credentials, ask why the federal immigration authority is requesting access, and ask to see a warrant signed by a federal or state judge. Federal immigration authority must provide written authority from ICE instructing them to enter District property, including the purpose of such entry, as well as a warrant signed by a federal or state judge which specifies the name of the person under arrest or area to be searched. If the federal immigration authority is not able to provide such written authority and warrant, the Superintendent and/or General Counsel shall prohibit their access to District property.

If the federal immigration authority satisfies the above criteria, the school site principal or his/her designee shall oversee the federal immigration authority's investigation. Such oversight includes prohibiting access to information, records, and areas beyond that specified in the warrant. For student interviews, a private location out of sight and hearing of other students should be arranged, where practicable, that will help avoid invading the student's privacy, jeopardizing the safety and welfare of other students, and further disruption of the school campus. The principal or designee shall

<sup>&</sup>lt;sup>5</sup>"Detainer" or "hold request" means a federal ICE request that a local law enforcement agency maintain custody of an individual currently in its custody beyond the time he or she would otherwise be eligible for release in order to facilitate transfer to ICE and includes, but is not limited to, DHS Form I-247D.

<sup>&</sup>lt;sup>6</sup>"Notification request" means an ICE request that a local law enforcement agency inform ICE of the release date and time in advance of the public of an individual in its custody and includes, but is not limited to, DHS Form I-247N. "Transfer request" means an ICE request that a local law enforcement agency facilitate the transfer of an individual in its custody to ICE, and includes, but is not limited to, DHS Form I-247X.

<sup>&</sup>lt;sup>7</sup>"Civil immigration warrant," also known as an administrative removal warrant, means any warrant for arrest for a violation of federal civil immigration law, and includes civil immigration warrants entered in the National Crime Information Center database.

### FEDERAL IMMIGRATION ENFORCEMENT ON CAMPUS (continued)

discourage federal immigration authority from interviewing or escorting students through school hallways in view of students. The District expects that federal immigration authority will provide the principal or designee the opportunity to be present during any interview of a student.

#### Access to Student Records

In addition to the standards set forth in BP 5145.42, Prohibition Against Voluntary Information Sharing Between District Personnel and Federal Immigration Authority, the District shall refuse all informal requests by federal immigration authority for voluntary access to student records, including requests to access student directory information and information that may be disclosed to law enforcement under Family Education Rights and Privacy Act ("FERPA"), across all aspects of the District to the fullest extent possible under the law. If presented with an ICE Administrative Subpoena for records, the District shall forward the subpoena to the Superintendent and General Counsel, who will in turn inform the federal immigration authority of the District's general policy against sharing student records. In the event the federal immigration authority seeks to enforce the subpoena in court, the District will oppose that motion and may appeal a court order enforcing the subpoena. The District will comply with any final court order enforcing an Administrative Subpoena issued to federal immigration authority.

When required by judicial warrant<sup>10</sup> or other court order to provide federal immigration authority access to a student's records, the school site principal or his/her designee shall oversee the federal immigration authority's investigation. Such oversight includes guaranteeing that the federal immigration authority only access the information specified in the warrant or judicial order.

### Immigration Authority's Request to Take Custody of a Student

Absent a judicial warrant or other court order, federal immigration authority will not be permitted access to the school site, students, or student records. The District and its staff, faculty, employees, and campus police will not honor any ICE detainers or requests to obtain custody of a student. Federal immigration authority may take custody of a student only if they present a judicial warrant or court order that satisfies the criteria described above in the section, "Access to School Site or Request to Interview a Student." Federal immigration authority cannot circumvent the protections afforded students under the law and this policy by seeking assistance from, or participating in enforcement activities with, local law enforcement. In the event a student's parent or guardian has been arrested by federal immigration authority, the District shall use the student's emergency card contact information and release the student to the person(s) designated as emergency contacts by the student's guardian. In the event there is no emergency contact listed or the emergency contact(s) are not able to take custody of the child, the District will release the student to County Child Protective Services.

<sup>&</sup>lt;sup>8</sup> FERPA authorizes, but does not require, the District's voluntarily disclosure of student directory information. The District will refuse any informal request for voluntary disclosure of student directory information.

<sup>&</sup>lt;sup>9</sup> "ICE Administrative Subpoena" is a subpoena to require the testimony of witnesses or production of records.

<sup>&</sup>lt;sup>10</sup> "Judicial warrant" means a warrant based on probable cause and issued by a state federal judge or a federal magistrate judge that authorizes federal immigration authorities to take into custody the person who is the subject of the warrant.

### FEDERAL IMMIGRATION ENFORCEMENT ON CAMPUS (continued)

#### **Parental Notification**

If federal immigration authority request or gain access to a student or their records held by the school or District, District staff must immediately notify the student's parent or guardian that the federal immigration authorities sought access to the student. The District shall remind the parent that they have the right to authorize and send a designee to pick up their child on the parent's behalf. The District shall allow the child to wait in the office until the parent or his or her designee picks up the student. District personnel who provide parental notice are prohibited from inquiring into the parent's or guardian's immigration status.

Efforts to contact parents by the principal or designee must include calling all numbers listed on the student's emergency card, including work numbers, cell phone numbers, and all numbers supplied by the student. The principal or designee shall record the time(s) of contact or attempted contact with the parent/guardian.

When notifying the student's parent or guardian, District staff shall also direct the notified parent to the District-approved resource regarding parents' rights when federal immigration authority question or detain their children at school. The District-approved resources should be developed by organizations that specialize in immigrants' rights issues, such as the National Immigration Law Center and the National Immigrant Justice Center.

### **Data Tracking**

The school principal or designee shall document each instance when federal immigration authority requests access to a school site, student records, or student; each instance when federal immigration authority interviews a student on school grounds; and each instance when federal immigration authority detains a student on school grounds. Such records shall include the date and time, name and identifying number of the federal immigration authority, the agency employing the federal immigration authority and his/her official capacity, the time when he/she arrived and left, whether the principal or designee was or was not present during the interview, the reason the student was questioned and/or released, and any other pertinent information.

The school principal or designee shall also notify the Superintendent and enter a written Incident Report the same day to detail the immigration enforcement activity involving a student. All Incident Reports shall be logged into the District's centralized database system. All Incident Reports, and the centralized database system, must record the school site, nature of the incident or offense, race, ethnicity, gender, disability, if applicable, and age of the student or students involved in the incident. The database system shall be structured in a way that will protect the individual student's identity if records from the system are released to the public.

The Incident Report procedures and protocol shall comport with requirements and guidelines set forth in BP 5145.41, Immigrant Students' Rights on Campus - Information Collection. Specifically, in drafting the written Incident Report, the school principal or designee shall not record the student's personal identifying information.

Policy adopted: April 10, 2017



Board Item - P.-5.

<u>Issue</u>:

New Board Policy 5145.41.

# **Superintendent's Recommendation:**

Approve new Board Policy 5145.41, Immigrant Students' Rights on Campus – Information Collection.

# **Analysis**:

It is the goal of the superintendent and staff to review the district's board policies and administrative regulations on a regular basis and bring new and/or revised board policies and administrative regulations to the board of trustees for approval.

The recent approval of Resolution No. 4468 – Resolution Advocating for and Protecting Each of the District's Students - calls for action on the district ensuring that district policies, regulations, and practices safeguard the educational rights and protections afforded to students, including, but not limited to, those found under the 2011 Memorandum from the Department of Homeland Security classifying schools as sensitive locations where immigration enforcement actions are prohibited, the State of California's compliance with the California Trust Act of 2014, and to immigrant students and their families under the 1982 Supreme Court decision in the matter of Plyer v. Doe.

For questions regarding this board item, please contact Dr. Joe Fulcher at (619) 407-4920 or joe.fulcher@sweetwaterschools.org.

Fiscal	Impact:
	•

None.

### **ATTACHMENTS:**

Description

**Students** BP 5145.41(a)

# IMMIGRANT STUDENTS' RIGHTS ON CAMPUS – INFORMATION COLLECTION

### **Guiding Principles**

The Sweetwater Union High School District ("District") is committed to providing a safe, welcoming, and inclusive learning environment for immigrant students and their families. The District is also committed to protecting the rights of immigrant students and their families through policies that prohibit information-sharing with local law enforcement and federal immigration authority to the fullest extent possible under the law.

The District shall not adopt or implement policies, practices, or procedures that exclude students from school based on their or their parents' or guardians' actual or perceived immigration status.<sup>2</sup> Furthermore, District personnel shall treat all students equitably in the receipt of all school services, including, but not limited to, the free and reduced lunch program, transportation, and educational instruction.

The specific provisions of this policy, which limit the District's participation in immigration enforcement to the maximum extent permitted by law, are necessary to fulfill the District's obligation to provide all students, regardless of their immigration status, equal access to education.

### **Immigrant Students' and Families' Personal Information**

Prohibition Against District Inquiries

District staff<sup>3</sup> shall not require or request information that relates to students' or their families' immigration status, including requests for a social security number, passport, a birth certificate, or other citizenship-related documents. District personnel shall not inquire into a student's or a family member's immigration status.

<sup>&</sup>lt;sup>1</sup> "Federal immigration authority" means any officer, employee, or person otherwise paid by or acting as an agent of United States Immigration and Customs Enforcement ("ICE") or any division thereof, or any other officer, employee, or person otherwise paid by or acting as an agent of the United States Department of Homeland Security ("DHS") who is charged with immigration enforcement.

<sup>&</sup>lt;sup>2</sup> "Citizenship or immigration status" are all matters regarding questions of citizenship of the United States or any other country, the authority to reside in or otherwise be present in the United States, the time or manner of a person's entry into the Unites States, or any other civil immigration matter enforced by the Department of Homeland Security or other federal agency charged with the enforcement of civil immigration law.

<sup>&</sup>lt;sup>3</sup>"District staff and personnel" in this section is defined as all persons employed by the District, including District administrative staff, school personnel, and school security personnel and officers.

# IMMIGRANT STUDENTS' RIGHTS ON CAMPUS – INFORMATION COLLECTION (continued)

Prohibition Against District Data Collection and Distribution of Information Relating to Students' or Their Families' Immigration Status

District personnel who learn of information related to a student's or their family member's actual or perceived immigration status must keep that information confidential and, therefore, shall not record or distribute that information.

Pursuant to the Family Education Rights and Privacy Act ("FERPA"), District personnel shall not disclose personally identifying information found in a student's education records without parental consent authorizing, or a judicial order mandating, the disclosure.

Prohibited information-sharing under this policy includes, but is not limited to, disclosing information in a student's cumulative file relating to the student or their family member's immigration status.

District personnel shall follow this policy and not disclose, without parental consent, a student's immigration status, county of birth, or other personally identifiable information.<sup>4</sup>

Prohibition Against Information Sharing with Local Law Enforcement and Federal Immigration Authority

District staff shall not initiate communication with federal immigration authority or local, state, or federal law enforcement regarding a student's or their family member's personal information. Categories of information about a student or family member that may not be shared include:

- 1. Gender identity;
- 2. Sexual orientation;
- 3. Status as a survivor of domestic violence;
- 4. Survivor of sexual assault;
- 5. Crime witness:
- 6. Recipient of public assistance;
- 7. Actual or perceived immigration or citizenship status;
- 8. National origin;
- 9. School discipline record; and
- 10. All information included in an individual's or household's income tax records.

However, when a District official determines that there is a school related incident which requires the District to contact local law enforcement to investigate an assault, discipline, or other potential criminal matter that impacts student safety on campus, the District

<sup>&</sup>lt;sup>4</sup>FERPA authorizes, but does not require, the District's voluntarily disclosure of student directory information. The District will therefore refuse any informal request for voluntary disclosure of student directory information.

BP 5145.41(c)

# IMMIGRANT STUDENTS' RIGHTS ON CAMPUS – INFORMATION COLLECTION (continued)

official may share relevant information, such as status set forth in number 4, 5, or 9 above, to facilitate the investigation of and ensure student safety on campus.

Except as set forth above, absent a judicial warrant or other court order, federal immigration authority, and local, state, and federal law enforcement will not be permitted access to student records. Any requests for information, whether formal or informal, from federal immigration authority or local, state, or federal law enforcement shall be forwarded to the General Counsel for review. Consistent with the standards set forth in BP 5145.4, Federal Immigration Enforcement on Campus, the District shall forward any judicial warrant, ICE Administrative Subpoena, or other subpoena<sup>5</sup> for student records to the District's General Counsel for review, and shall not respond to any subpoenas for records absent a court order enforcing the subpoenas.

Policy adopted: April 10, 2017

Sweetwater Union High School District Chula Vista, California

<sup>&</sup>lt;sup>5</sup> "Judicial warrant" means a warrant based on probable cause and issued by a state federal judge or a federal magistrate judge that authorizes federal immigration authorities to take into custody the person who is the subject of the warrant. "ICE Administrative Subpoena" is a subpoena to require the testimony of witnesses or production of records.



Board Item - P.-6.

<u>Issue</u>:

New Board Policy 5145.42.

# **Superintendent's Recommendation:**

Approve new Board Policy 5145.42, Prohibition Against Voluntary Information Sharing Between District Personnel and Federal Immigration Authority.

# **Analysis**:

It is the goal of the superintendent and staff to review the district's board policies and administrative regulations on a regular basis and bring new and/or revised board policies and administrative regulations to the board of trustees for approval.

The recent approval of Resolution No. 4468 – Resolution Advocating for and Protecting Each of the District's Students - calls for action on the district ensuring that district policies, regulations, and practices safeguard the educational rights and protections afforded to students, including, but not limited to, those found under the 2011 Memorandum from the Department of Homeland Security classifying schools as sensitive locations where immigration enforcement actions are prohibited, the State of California's compliance with the California Trust Act of 2014, and to immigrant students and their families under the 1982 Supreme Court decision in the matter of Plyer v. Doe.

For questions regarding this board item, please contact Dr. Joe Fulcher at (619) 407-4920 or joe.fulcher@sweetwaterschools.org.

Fiscal Impact:			

None.

**ATTACHMENTS:** 

Description Type

Students BP 5145.42(a)

# PROHIBITION AGAINST VOLUNTARY INFORMATION SHARING BETWEEN DISTRICT PERSONNEL AND FEDERAL IMMIGRATION AUTHORITY

# Prohibition Against Information Sharing Between District Law Enforcement Personnel and Certain Local Law Enforcement Agencies

In order to fulfill its constitutional obligation to provide equal educational opportunity to all students regardless of their immigration status, and consistent with BP5145.41, Immigrant Students' Rights on Campus -Information Sharing, and BP5145.42, Federal Immigration Enforcement on Campus, the Sweetwater Union High School District ("District") shall refuse all voluntary information sharing with federal immigration authorities across all aspects of the District to the fullest extent possible under the law. The District shall not enter agreements to share student information with local law enforcement and federal immigration authority.

# Prohibition Against Agreements for Student Resources Officers with Local Law Enforcement Agencies with Inadequate Information Sharing Policies

The District shall not employ officers from, or enter into agreements for police services with, external law enforcement agencies that have agreements, policies, or procedures that promote or facilitate information sharing with federal immigration authority. The District recognizes that policies and procedures authorizing information sharing between law enforcement agencies and federal immigration authorities are not necessarily formal agreements. Information sharing can occur through unofficial agreements, policies, and practices, or unintentionally on shared databases. Accordingly, to prevent disclosure of student information, the District will review the information-sharing agreements, policies, and procedures of every local law enforcement agency with which the District intends to enter into a formal agreement for security or other services. If the District is currently under an agreement with a local law enforcement agency for police services, the District will review the local law enforcement agency's information sharing policies, procedures, and agreements for provisions that promote or facilitate information sharing with federal immigration authority to ensure compliance with this policy to the greatest extent possible.

Procedures for Identifying and Reviewing Information Sharing Agreements

To determine whether a local law enforcement agency has a problematic information sharing agreement or practice, the District shall consider the following:

# Prohibition Against Voluntary Information Sharing Between District Personnel and Federal Immigration Authority

• Whether the local law enforcement agency shares information on shared databases;<sup>2</sup>

<sup>&</sup>lt;sup>1</sup> 1 "Federal immigration authority" means any officer, employee, or person otherwise paid by or acting as an agent of United States Immigration and Customs Enforcement ("ICE") or any division thereof, or any other officer, employee, or person otherwise paid by or acting as an agent of the United States Department of Homeland Security ("DHS") who is charged with immigration enforcement.

<sup>&</sup>lt;sup>2</sup> Known shared databases and mechanisms include, but are not limited to: CalGangs, Priority Enforcement Program ("PEP"), and Criminal Alien Program ("CAP").

BP 5145.42(b)

# PROHIBITION AGAINST VOLUNTARY INFORMATION SHARING BETWEEN DISTRICT PERSONNEL AND FEDERAL IMMIGRATION AUTHORITY (continued)

- Whether the local law enforcement agency communicates with Immigration and Custom Enforcement ("ICE") in any capacity, including, but not limited to:
  - o In response to ICE-initiated contact with local law enforcement agency; or
  - o Upon learning of an individual's immigration status.

If the District employs officers from, or has agreements for police services with, a law enforcement agency that shares information with federal immigration authority, the District shall determine whether the operative agreements with the local law enforcement agency adequately protect students' personal information. The District must immediately amend or render inoperative agreements, terms, and clauses that:

- Establish no barriers to law enforcement officer access to students' educational records as defined under the Family Educational Rights and Privacy Act;
- Do not limit the scope of a law enforcement officer's access to student educational records to information directly relating to the officer's reason for accessing the record;
- Give law enforcement officers indefinite access to students' educational records; or
- Fails to ensure compliance with BP 5145.41 Immigrant Students' Rights on Campus Information Collection and BP 5145.42 Federal Immigration Enforcement on Campus.

Policy adopted: April 10, 2017



Board Item - Q.-1.

<u>Issue</u>:

Resolution No. 4489.

# **Superintendent's Recommendation:**

Adopt Resolution No. 4489, Declaring April 25, 2017, as School Bus Driver Day.

### **Analysis**:

Each year, the California State Assembly recognizes the hard and dedicated service provided by California School Bus Drivers. The State of California declares the fourth Tuesday in April as School Bus Driver Day in California. The Sweetwater Union High School District would like to thank and honor the hard work of all district bus drivers by declaring April 25, 2017, as School Bus Driver Day.

For questions regarding this board item, please contact Moisés Aguirre at 619/585-6060 or moises.aguirre@sweetwaterschools.org.

Fiscal Impact:

None.

### **ATTACHMENTS:**

Description

Type

Q-1 Resolution 4489 School Bus Driver's Day-Backup

Backup Material

### SWEETWATER UNION HIGH SCHOOL DISTRICT

### **RESOLUTION NO. 4489**

RESOLUTION DECLARING APRIL 25, 2017, AS SCHOOL BUS DRIVER DAY	) ) )
ON THE MOTION OF Member, tl	Member, seconded by ne following resolution is adopted:
WHEREAS, the safety of bus drivers for up to two to three h	district children rests in the hands of trained school ours each school day; and

WHEREAS, great amounts of personal time and energy for a bus driver's initial training and maintaining current licensing, skills and knowledge of school bus laws through continuing education classes, are expended by drivers; and

WHEREAS, school bus drivers often face natural and unnatural hazards in the performance of their duties; and

WHEREAS, school bus drivers frequently assist students in learning and growing in appropriate, interactive peer and adult behaviors through counseling and/or disciplinary techniques; and

WHEREAS, school bus drivers consistently demonstrate patience and kindness toward students, parents and school staff in the performance of their duties; and

WHEREAS, school bus drivers consistently demonstrate an awareness of and direct attention to school bus and school bus routes, mechanical and safety conditions, respectively; and

WHEREAS, many school bus drivers perform their services for thousands and thousands of accident free miles, year after year.

NOW, THEREFORE, BE IT RESOLVED, that the people of the State of California officially recognize and laud all of California's school bus drivers on the fourth Tuesday of April, annually, for their continued and excellent services to the youth of the state; and

BE IT FURTHER RESOLVED, that the Sweetwater Union High School District Board of Trustees hereby declares April 25, 2017, as School Bus Driver Day in the district.

Resolution No. 4489 April 10, 2017 Page 2

Frank A. Tarantino, Member

PASSED AND ADOPTED by the Board of School District, County of San Diego, State of County following vote:	
AYES: NOES: ABSTAIN: ABSENT:	
******************	****************
State of California ) ) SS	
County of San Diego )	
I, Arturo Solis, President of the Board of Truster District, County of San Diego, State of California true copy of a resolution adopted by said board and by the vote therein stated, which original resolution	a, do hereby certify that the foregoing is a at a regular meeting thereof, at the time
Arturo Solis, President	April 10, 2017 Date
Paula Hall, Vice President	-
Kevin J. Pike, Member	-
Nicholas Segura, Member	_



**Board Item - Q.-2.** 

### **Issue:**

Resolution No. 4490.

# **Superintendent's Recommendation:**

Adopt Resolution No. 4490, Designating the Month of April 2017, as Donate Life Month.

# **Analysis**:

Organ, tissue, eye, and blood donations are compassionate and life-giving acts looked upon and recognized in high regard, and have affected many in the Sweetwater Union High School District community. Donate Life California, the official donor registry for California, has developed a comprehensive Educator Resource Guide that includes many of the health education content standards for California public schools. This Educator Resource Guide includes lesson plans, and educational DVDs about organ, eye, and tissue donations, and the Donate Life California Registry created specifically for the youth population.

In the San Diego area, Lifesharing, a Donate Life Organization, provides volunteer speakers to schools through their School Outreach Volunteer program and those volunteers have made numerous presentations to most of the high schools in the Sweetwater Union High School District.

In recognition of April 2017, as National Donate Life Month, staff requests approval of this resolution and recognition of Donate Life California and Lifesharing for their educational work in the Sweetwater Union High School District and the San Diego area.

For questions regarding this board item, please contact Moisés Aguirre at 619/585-6060 or moises.aguirre@sweetwaterschools.org.

# Fiscal Impact:

None.

# **ATTACHMENTS:**

Description Type

**D** Q-2 Resolution 4490 Donate Life Month Reso Backup pw ac Backup Material

# SWEETWATER UNION HIGH SCHOOL DISTRICT RESOLUTION NO. 4490

ON THE MOTION of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

WHEREAS, organ and tissue donation has affected the Sweetwater Union High School District community including students, parents, staff and their families; and

WHEREAS, organ, tissue, eye, and blood donations are compassionate and lifegiving acts looked upon and recognized in the highest regard; and

WHEREAS, nearly 119,990 individuals nationwide, with over 21,000 in California and over 2,200 in the San Diego area, are currently on the national organ transplant wait list; and

WHEREAS, in the San Diego area, up to one-third of potential recipients die while waiting due to a shortage of donated organs; and

WHEREAS, in 2016, organ donation saved 363 lives and 471 tissue donors helped heal nearly 24,000 individuals; while millions of lives each year are saved and enhanced by donors of organs, tissue, eyes, and blood; and

WHEREAS, a single individual's donation of heart, lungs, liver, kidneys, pancreas, and small intestine can save up to eight lives, the donation of tissue can save and enhance the lives of up to 50 others, and a single blood donation can help three people in need; and

WHEREAS, a California resident can register with the Donate Life California Registry when applying for or renewing his or her driver's license or identification card at the Department of Motor Vehicles; and

WHEREAS, nearly 14 million Californians have joined together to save lives by signing up with the state-authorized Donate Life California Organ and Tissue Donor Registry to ensure that their wishes to be an organ, eye, and tissue donor are recognized and honored; and

WHEREAS, minorities are more likely to need a life-saving transplant due to higher incidences of hypertension, diabetes, and hepatitis, conditions that can potentially lead to organ failure and placement on the national organ transplant waiting list; and

WHEREAS, nationwide, minorities make up 58 percent of organ transplant candidates and 64 percent of those awaiting kidney transplants, and in California, Hispanics make up 38 percent of those waiting for life-saving transplants, Asians and Pacific Islanders 17 percent, and African-Americans another 11 percent; and

Resolution No. 4490 April 10, 2017 Page 2

WHEREAS, minorities make up more than one-half of the population of high school students in California, according to the State Department of Education, and these high school students will have the opportunity to make a decision about saving lives and joining the state-authorized Donate Life California Registry to ensure that their wishes to be organ, eye, and tissue donors are recognized and honored; and

WHEREAS, Donate Life California has developed a comprehensive Educator Resource Guide that includes many of the health education content standards for California public schools. This Educator Resource Guide includes lesson plans and educational DVDs about organ, eye, and tissue donations, and the Donate Life California Registry created specifically for the youth population; and

WHEREAS, Lifesharing, a Donate Life Organization, has made presentations to all high schools in the Sweetwater Union High School District through their School Outreach Volunteer program.

NOW, THEREFORE, BE IT RESOLVED, that the Sweetwater Union High School District Board of Trustees hereby designates April 2017, as Donate Life Month; and

BE IT FURTHER RESOLVED, that the Sweetwater Union High School District Board of Trustees expresses their appreciation to Donate Life California and Lifesharing for their efforts to save lives and educate Sweetwater Union High School District students and staff.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 10<sup>th</sup> day of April, 2017, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:	
*********	***************************************
State of California	) ) SS
County of San Diego	) 33

Resolution No. 4490 April 10, 2017 Page 3

I, Arturo Solis, President of the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by said board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

	April 10, 2017
Arturo Solis, President	Date
Paula Hall, Vice President	
Kevin J. Pike, Member	
Nicholas Segura, Member	
Frank A Tarantino Member	



**Board Item - Q.-3.** 

**Issue:** 

Resolution No. 4491.

# **Superintendent's Recommendation:**

Adopt Resolution No. 4491, Designating May 6-12, 2017, as School Nurses' Week.

# **Analysis**:

The board of trustees and the administration wish to recognize school nurses for their efforts of meeting the needs of today's students by improving the delivery of health care in our district by adopting the attached resolution declaring May 6-12, 2017, as "School Nurses' Week" in the Sweetwater Union High School District.

The board of trustees expresses their appreciation to all nurses in the district for their continued commitment to helping students stay healthy in the Sweetwater Union High School District.

For questions regarding this board item, please contact Joe Fulcher at 619.691.5533 or joe.fulcher@sweetwaterschools.org.

Fiscal Impact:

None.

**ATTACHMENTS:** 

Description

Type

Nurses Week Resolution

Backup Material

# SWEETWATER UNION HIGH SCHOOL DISTRICT RESOLUTION NO. 4491

RESOLUTION DESIGNATING MAY 6-12, 2017, AS SCHOOL NURSES' WEEK	}
ON THE MOTION OF Member following resolution was adopted.	, seconded by Member, the
WHEREAS, children are the fut ensuring our world for tomorrow; and	iture and by investing in them today, we are
WHEREAS, all students have a ri	right to have their health needs safely met while

WHEREAS, children today face more complex and life-threatening health problems requiring care in school; and

in the school setting; and

WHEREAS, school nurses have served a critical role in improving public health and in ensuring students' academic success for more than 100 years; and

WHEREAS, school nurses are professional nurses that advance the well-being, academic success, and life-long achievements of all students by serving on the frontlines and providing a critical safety net for our nation's most fragile children; and

WHEREAS, school nurses act as a liaison to the school community, parents, and health care providers on behalf of children's health by promoting wellness and improving health outcomes for our nation's children; and

WHEREAS, school nurses support the health and educational success of children and youth by providing access to care when children's cognitive development is at its peak; and

WHEREAS, school nurses are members of school-based mental health teams; and

WHEREAS, school nurses understand the link between health and learning and are in a position to make a positive difference for children every day.

NOW, THEREFORE, BE IT RESOLVED, that the Sweetwater Union High School District Board of Trustees hereby recognizes and commends all school nurses for their efforts of meeting the needs of today's students by improving the delivery of health care in our schools and offers gratitude for the nation's school nurses, who contribute to our local communities by helping students stay healthy, in school, ready to learn and maintaining parent and/or guardian involvement. The district, hereby proclaims the week of May 6-12, 2017, as School Nurses' Week.

Resolution No. 4491 April 10, 2017 Page 2
PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 10 <sup>th</sup> day of April 2017, by the following vote:
AYES: NOES: ABSTAIN: ABSENT:
***************************************
State of California )
) SS County of San Diego )
I, Arturo Solis, President of the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by said board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.
April 10, 2017
Arturo Solis, President Date
Paula Hall, Vice President
Kevin J. Pike, Member
Nicholas Segura, Member

Frank A. Tarantino, Member



Board Item - Q.-4.

<u>Issue</u>:

Resolution No. 4492.

# **Superintendent's Recommendation:**

Adopt Resolution No. 4492, Designating the Month of May 2017, as Asian Pacific Heritage Month.

# **Analysis**:

The State Board of Education has adopted a resolution designating May 2017, as Asian Pacific Heritage Month. The Sweetwater District is given the opportunity to recognize that the State of California is home to over 560,000 Asian and Pacific Islander students from at least 17 different groups. *The History-Social Science Framework for California Public Schools* supports the recognition of different ethnic groups through incorporating a multicultural perspective in the curriculum.

The Sweetwater District encourages staff to involve students in appropriate lessons and meaningful instructional activities and programs during this special month to commemorate the contributions of the Asian and Pacific Islander.

For questions regarding this board item, please contact Ana Maria Alvarez at (619) 691-5546 or ana.alvarez@sweetwaterschools.org.

Fiscal Impact:

None.

#### ATTACHMENTS:

Description

Type

Reso 4492, Asian Pacific Heritage Month

Resolution Letter

# SWEETWATER UNION HIGH SCHOOL DISTRICT **RESOLUTION NO. 4492**

RESOLUTION DESIGNATING THE	
MONTH OF MAY 2017, AS	j
ASIAN PACIFIC HERITAGE MONTH	ĺ

ON THE MOTION OF Member , seconded by Member following resolution is adopted:

. the

WHEREAS, the State of California is home to over 560,000 Asian and Pacific Islander students from kindergarten through grade twelve; and

WHEREAS, the diversity of these groups includes Bengali, Burmese, Cambodian, Chinese, Filipino, Hmong, Indonesian, Japanese, Korean, Lao, Malayan, Okinawan, Pakistani, Thai, Vietnamese, Samoan, Asian Indian and others; and

WHEREAS, despite the hardships and barriers they encountered, Asian Pacific Americans have made substantial historical and cultural contributions to the growth and development of California government, industry and commerce, agriculture, science, literature, and the arts; significant contributions to the economy, including the building of railroads that united our nation, mining the gold fields, developing rich delta lands from swampy areas, and improving agricultural practices; and

WHEREAS, the California State Board of Education recognized in its Multicultural Education Policy that each student needs an opportunity to understand the common humanity underlying all people; and

WHEREAS, the History-Social Science Framework for California Public Schools, Kindergarten Through Grade Twelve, states that the history curriculum of community, state, region, nation, and world must reflect the experiences of men and women of different racial, religious, and ethnic groups which is integrated at every level; and

WHEREAS, Asian Pacific Heritage Month is celebrated annually at the local, state, and national levels.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Sweetwater Union High School District proclaims the month of May 2017, as Asian Pacific Heritage Month and encourages all educational communities to commemorate this occasion with appropriate instructional activities.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 10th day of April, 2017, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

Resolution No. 4492 April 10, 2017 Page 2	
*************	*******************
State of California ) ) SS	
County of San Diego )	
District, County of San Diego, State a true copy of a resolution adopted	d of Trustees of the Sweetwater Union High School of California, do hereby certify that the foregoing is by said board at a regular meeting thereof, at the , which original resolution is on file in the office of
Arturo Solis, President	<u>April 10, 2017</u> Date
Paula Hall, Vice President	
Kevin J. Pike, Member	
Nicholas Segura, Member	
Frank A. Tarantino, Member	



**Board Item - Q.-5.** 

### **Issue:**

Resolution No. 4493, Day of the Teacher.

# **Superintendent's Recommendation:**

Adopt Resolution No. 4493, Declaring May 10, 2017, as "Day of the Teacher" in the Sweetwater Union High School District.

# **Analysis**:

The board of trustees and administration wish to recognize the contributions teachers make to the lives of students by adopting a resolution declaring May 10, 2017, as "Day of the Teacher" in the Sweetwater Union High School District. Special activities will be planned at the school sites to honor classroom teachers.

The board of trustees expresses appreciation to teachers for their continued dedication to maintaining a high quality educational program in the district.

For questions regarding this board item, please contact Ana Maria Alvarez at (619) 691-5546 or ana.alvarez@sweetwaterschools.org.

### Fiscal Impact:

None.

### **ATTACHMENTS:**

Description

Type

Reso No.4493, Day of the Teacher

Resolution Letter

# SWEETWATER UNION HIGH SCHOOL DISTRICT RESOLUTION NO. 4493

RESOLUTION DECLARING	)
MAY 10, 2017, AS	ĺ
"DAY OF THE TEACHER" IN	ĺ
THE SWEETWATER UNION	ĺ
HIGH SCHOOL DISTRICT	ĺ

ON THE MOTION OF Member following resolution is adopted:

, seconded by Member

, the

WHEREAS, individually and collectively, counselors, instructional support personnel, and some 2,100 credentialed teachers meet with approximately 71,000 students, including adult school, in over 1,300 classrooms in 31 schools/facilities of the Sweetwater Union High School District every school day during the established school year; and

WHEREAS, individually and collectively, our classroom teachers have evidenced a dedication and commitment to quality education provided to all students by:

- Accepting and reacting positively to the premise that education is something developmental which tries and evaluates, sometimes fails and sometimes succeeds; that education is an ongoing process with methods and techniques undergoing constant revision to ensure the best possible education for students in a society where there is so much to learn; and
- Coordinating teaching basic skills and course of study content in such a manner as to provide all students with the opportunity to become informed, responsible, and contributing members of society; and
- Treating students as individuals and helping them to develop those attitudes, skills, and ideals which help them to become successful and knowledgeable citizens; and
- Providing educational experiences that help students recognize that school is a challenge, a privilege, a responsibility, a right, and an opportunity; and
- Cooperating with the parents and members of the community at large, recognizing how such a close relationship contributes to the development of quality education, and encouraging a more significant community/parental role in this effort; and
- Providing equal opportunity for all students to achieve their maximum potential regardless of race, color, creed, religion, sex, ancestry, national origin, or social or economic background; and
- Providing students with the opportunity to grow in knowledge and develop and accentuate such personality characteristics as integrity, responsibility, morality, dependability, initiative, self-discipline, and leadership; and

Resolution No. 4493 April 10, 2017 Page 2

AYES:

- Providing differentiated and varied curriculum offerings and an instructional environment in which students can work toward the highest fulfillment of their potential; and
- Providing students with an environment in which to learn the responsible use of freedom, and the knowledge of the importance of participating in and preserving the democratic process, and the truism that each personal decision has a result that directly impacts, positively or negatively, the decision maker; and
- Providing students with the knowledge and an appreciation of their own heritage and a recognition of their respective self-worth and respect for others.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Sweetwater Union High School District hereby:

- Publicly recognizes the fine performance of our district's classroom teachers and expresses its deep and abiding appreciation for their demonstrated professionalism, teaching expertise, selflessness, concern and dedication to education and the welfare of the students placed in their charge; and
- Commends and applauds our district's classroom teachers for a job well done in making our schools quality educational institutions. By working together as partners in the important endeavor of educating today's youth, there is nothing that cannot be accomplished; and
- Declares May 10, 2017, as "Day of the Teacher" and authorizes special activities so that each school can plan and implement an appropriate program honoring classroom teachers who have dedicated their lives to educating and inspiring youth.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 10th day of April, 2017, by the following vote:

NOES: ABSTAIN: ABSENT:			
ADSENI.			

Resolution No. 4493 April 10, 2017 Page 3	
State of California ) ) SS	
County of San Diego )	
District, County of San Diego, Sta a true copy of a resolution adopt	oard of Trustees of the Sweetwater Union High School ate of California, do hereby certify that the foregoing is ted by said board at a regular meeting thereof, at the ted, which original resolution is on file in the office of
Arturo Solis, President	April 10, 2017 Date
Paula Hall, Vice President	<u>—</u>
Kevin J. Pike, Member	
Nicholas Segura, Member	
Frank A. Tarantino, Member	



**Board Item - Q.-6.** 

**Issue:** 

Resolution No. 4494.

# **Superintendent's Recommendation:**

Adopt Resolution No. 4494, Declaring an Emergency at Otay Ranch High School, 1250 Olympic Parkway, Chula Vista, for the Purpose of Undertaking Repairs, in Accordance with Public Contract Code Sections 20113 and 1102.

### **Analysis**:

On March 13, 2017, the maintenance department became aware of an underground water leak that resulted in a power outage in the 200 building at Otay Ranch High School. Staff spent most of the day pumping water out of the underground vaults. Once the water was cleared, staff inspected all splices in the vaults; all splices checked-out good. Staff then tested the feeder and found a fault between the first vault and the main electrical room. This effected students and staff because they had to be moved into buildings where there was power. Damages caused by this leak represent a danger to district property and could impact the health and safety of students.

Public Contract Code Section 20113, as further defined by Public Contract Code Section 1102, provides that school districts may, with unanimous approval of the governing board and approval of the County Superintendent of Schools, contract for the performance of labor and purchase of materials without advertising for or inviting bids in an emergency when such work is necessary to permit the continuance of existing school classes or to avoid danger to life or property. Resolution No. 4494 satisfies this requirement.

The board, by unanimous vote and with the approval of the County Superintendent of Schools, is authorized to enter into contracts, in writing or otherwise, on behalf of the district, for the performance of repair work without advertising for bids.

For questions regarding this board item, please contact Moisés Aguirre at 619-585-6060 or moises.aguirre@sweetwaterschools.org.

# Fiscal Impact:

Expenditure repair costs are estimated to be \$20,000, and are to be paid from the 2016-2017 general maintenance budget, Resource Code: 8150.

# **ATTACHMENTS:**

Description

Resolution No. 4494

Type

Backup Material

### SWEETWATER UNION HIGH SCHOOL DISTRICT

### **RESOLUTION NO. 4494**

RESOLUTION DECLARING AN EMERGENCY AT OTAY RANCH HIGH SCHOOL, 1250 OLYMPIC PARKWAY, CHULA VISTA, FOR THE PURPOSE OF UNDERTAKING REPAIRS, IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTIONS 20113 AND 1102	) ) ) )
ON THE MOTION of Member	_, seconded by Member

WHEREAS, the Assistant Superintendent of Facilities and Operations of the Sweetwater Union High School District ("District") declared an emergency at Otay Ranch High School, 1250 Olympic Parkway, Chula Vista, on March 13, 2017, due to an underground water leak that resulted in a power outage in the 200 building; and

WHEREAS, it was determined that repairs to the leak would exceed the bid limit. Halting repair efforts to allow the project to be bid would place students and staff at risk; and

WHEREAS, maintenance staff and Price Electric were retained to repair the leak and repair the electrical damages to the underground conduit at Otay Ranch High School; and

WHEREAS, Public Contract Code Section 20113, as further defined by Public Contract Code Section 1102, provides that school districts may, with the unanimous approval of the governing board and approval of the County Superintendent of Schools, contract for the performance of labor and purchase of material without advertising for or inviting bids in an emergency, when such work is necessary to permit the continuance of existing school classes or to avoid danger to life or property.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Sweetwater Union High School District has determined that these circumstances constitute an emergency condition, and requests approval from the County Superintendent of Schools to enter into contracts to stop the underground leak and repair the electrical damages to the underground conduit at Otay Ranch High School.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 10th day of April, 2017, by the following vote:

Resolution No. 4494 April 10, 2017 Page 2	
AYES: NOES: ABSTAIN: ABSENT:	
******************	**************
State of California ) ) SS	
County of San Diego )	
District, County of San Diego, State of Calitrue copy of a resolution adopted by said by	rustees of the Sweetwater Union High School fornia, do hereby certify that the foregoing is a poard at a regular meeting thereof, at the time al resolution is on file in the office of said board.
Deanne Vicedo, Clerk	<u>April 10, 2017</u> Date