



## **Summit Public School: Tahoma**

Charter Renewal  
Submitted to the Santa Clara County Office of Education  
October 1, 2020

For the term July 1, 2020 through June 30, 2026





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## Renewal Petitioner Certification Form

(TO BE USED FOR RENEWAL OF A SANTA CLARA COUNTY BOARD OF EDUCATION-AUTHORIZED CHARTER)

This form constitutes the petitioner's signed certification that the petitioner deems the petition to be complete for purposes of commencing the timelines, as specified in Education Code §47605(b) and 47605.6(b).

**(MUST BE COMPLETED AND SIGNED BY PETITIONER)**

Instructions to Lead Petitioner
1. Complete the SCCOE Charter Renewal Review Matrix Form (including petition page numbers).
2. Complete and sign this Petitioner Certification Form.
3. Submit completed & signed Petitioner Certification Form, Matrix, budget documents, and all other required documents with the charter petition to SCCOE Charter Schools Department.

<p><i>(A) The petition includes a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and has been updated as necessary to reflect the current program offered by the charter school.</i></p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p><i>(B) The petition contains academic performance data of the charter school on the state and local indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 for the most recent preceding two years and any/all other data, plans, or information necessary to support renewal.</i></p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p><i>(C) The dashboard data is not available for the most recently completed year before renewal, and the petition contains verifiable data related to the dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system for the most recent academic year.</i></p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p><i>(D) The petition includes a redlined version indicating all changes to the petition from when the petition was originally granted or last renewed. The petition packet includes a hard-copy version and electronic (Word &amp; pdf) versions, including an Excel spreadsheet of the budget, LCFF calculator, and an executive summary of the changes from the current charter.</i></p>	<input type="checkbox"/> YES <input type="checkbox"/> NO

**I hereby certify in accordance with Education Code Section 47605(b) or 47605.6(b) and County Board Policy 0420.4 that the attached petition, including any appendices and attachments, is deemed complete and the terms of this certification form are true and correct. I understand and acknowledge that failure to provide accurate or complete information may subject the charter to denial or revocation if later discovered and the omission/inaccuracy is material.**

Name of Charter School:  
\_\_\_\_\_

<p style="text-align: center;">Name &amp; Title of Lead Petitioner</p>	<p style="text-align: center;">DATE</p>	<p style="text-align: center;">Signature of Lead Petitioner</p>
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<p style="text-align: center;">Name &amp; Title of County Personnel Receiving Petition</p>	<p style="text-align: center;">DATE</p>	<p style="text-align: center;">Signature of County Personnel Receiving Petition</p>
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October 1, 2020

Via Hand Delivery

Board of Education  
Santa Clara County Office of Education  
1290 Ridder Park Dr.  
San Jose, CA 95131

**RE: Application for Charter Renewal for Summit Public School: Tahoma**

Dear Members of the Board of Education:

As the Lead Petitioner for Summit Public School: Tahoma, I hereby submit a formal application to the Santa Clara County Board of Education ("County Board") for renewal of the SPS: Tahoma charter. We look forward to working with the County Board and County staff during the charter renewal process. Please do not hesitate to contact me at any time, should you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Diane Tavenner". The signature is written in a cursive style with a large, looping initial "D".

Diane Tavenner  
Lead Petitioner, Summit Public School: Tahoma  
780 Broadway St.  
Redwood City, CA 94063  
dtavenner@summitps.org

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## MATRIX OF UPDATES

For your convenience, a matrix of the updates to this charter is provided below. A version of the charter with changes specifically identified has also been supplied electronically.

Introduction	<ul style="list-style-type: none"> <li>• Updated to include progress of organization</li> <li>• Added information related to charter renewal and performance to-date of the Charter school</li> <li>• Updated to reflect changes in staffing, leadership team and board of directors</li> <li>• Updated number of schools and number of students in Summit Public Schools network</li> </ul>
Element A	<ul style="list-style-type: none"> <li>• Updated student enrollment and demographic information</li> <li>• Updated what SPS: Tahoma believes that learning best occurs</li> <li>• Updated school start and end times</li> <li>• Updated current enrollment</li> <li>• Added information on mentoring program</li> <li>• Updated to reflect our use of Summit Learning Platform in relation to PLP</li> <li>• Updated to reflect change in state assessment from CELDT to ELPAC</li> <li>• Updated to include information on Habits and Content Development Time</li> <li>• Updated to include information about SPS: Tahoma as an LEA and member of a SELPA</li> <li>• Added information on Identification and Referral of students with exceptional needs</li> <li>• Added information on Special Education Strategies and Graduation and Competency</li> <li>•</li> </ul>
Element B	<ul style="list-style-type: none"> <li>• Updated to align with current statute, remove API reference, align with LCAP requirements</li> </ul>
Element C	<ul style="list-style-type: none"> <li>• Updated to reflect change from Illuminate to Powerschool as student information system, and from Naviance to Overgrad for college data collection purposes</li> <li>• Updated to reflect time dedicated to the purposes of continuous improvement</li> <li>• Reflect that SPS: Tahoma has completed a self study process and obtained accreditation through the Western Association of Schools and Colleges (“WASC”)</li> </ul>
Element D	<ul style="list-style-type: none"> <li>• Updated to reflect current board members</li> <li>• Updated to reflect statutory changes to board meeting location</li> <li>• Governance section updated in compliance with Education Code Sections 47604 and 47604.1, AB 1505, budget trailer bill</li> <li>• Updated to reflect the fact that volunteer hours for current parents and prospective parents are not required</li> </ul>
Element E	<ul style="list-style-type: none"> <li>• Updated to include information on teacher recruitment and development</li> </ul>
Element F	<ul style="list-style-type: none"> <li>• Updated to reflect adoption of health and safety policies, including a school</li> </ul>

	<ul style="list-style-type: none"> <li>safety plan</li> <li>Added information on COVID-19 Safety</li> </ul>
Element H	<ul style="list-style-type: none"> <li>Updated and clarified to reflect improving processes for admissions, ensuring that the process is transparent, timely, and smooth and aligned with requirements of law</li> <li>Updated to specify that parent volunteering is not required</li> <li>Updated to reflect information on transfer student placement</li> </ul>
Element I	<ul style="list-style-type: none"> <li>No changes to report on</li> </ul>
Element J	<ul style="list-style-type: none"> <li>Updated to confirm that expulsion is the only means of involuntary dismissal of a student other than “no shows” at the beginning of the year</li> </ul>
Element K	<ul style="list-style-type: none"> <li>Updated to include information on current Compensation Policy</li> </ul>
Element L	<ul style="list-style-type: none"> <li>No changes/updates to report on</li> </ul>
Element M	<ul style="list-style-type: none"> <li>Adding clarifying language to ensure compliance with law</li> </ul>
Element N	<ul style="list-style-type: none"> <li>Updated to reflect authorizer dispute resolution section</li> <li>Updated to reflect Charter Due Process</li> </ul>
Element O	<ul style="list-style-type: none"> <li>No updates to report on</li> </ul>
Element P	<ul style="list-style-type: none"> <li>No updates to report on</li> </ul>



## CHARTER SCHOOL INTENT AND CHARTER REQUIREMENTS

It is the intent of the California Legislature, in enacting the Charter Schools Act of 1992, to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

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

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

We plan to accomplish these goals with a unique academic program and environment developed and honed over the organization's 17 year history. Details of this program and environment are articulated throughout this charter.

In reviewing petitions for the establishment of charter schools the chartering authority shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged.

*California Education Code Section 47605(b)*

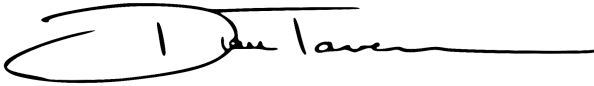
## AFFIRMATIONS / ASSURANCES

As the authorized lead petitioner, I, Diane Tavenner, hereby certify that the information submitted in this application for a charter for the renewal of the California public charter school **Summit Public School: Tahoma** (“SPS: Tahoma”) located within the boundaries of the East Side Union High School District (“District”) is true to the best of my knowledge and belief; I also certify that this application does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded the charter renewal, SPS: Tahoma will follow any and all other federal, state, and local laws and regulations that apply to SPS: Tahoma including but not limited to:

- SPS: Tahoma shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 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(d)(1)]
- SPS: Tahoma employees shall be employees of Summit Public Schools, a California nonprofit, public benefit corporation. Summit Public Schools shall operate SPS: Tahoma and shall be deemed the exclusive public school employer of the employees of SPS: Tahoma for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605 (c)(6)(C)]
- SPS: Tahoma shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(e)(1)]
- SPS: Tahoma shall not charge tuition. [Ref. Education Code Section 47605(e)(1)]
- SPS: Tahoma shall admit all students who wish to attend SPS: Tahoma, and who submit a timely application, unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random lottery process with preferences as required by Education Code Section 47605(e)(2). Except as provided in Education Code Section 47605(e)(2), admission to SPS: Tahoma shall not be determined according to the place of residence of the student or his or her parents or legal guardian within the State. In the case of a public random drawing, the District shall make reasonable efforts to accommodate the growth of the charter and shall not take action to impede the charter school from expanding enrollment to meet pupil demand as required by Education Code Section 47605(e)(2)(C) [Ref. Education Code Section 47605(e)(2)(A)-(C)]
- SPS: Tahoma shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil is an English learner, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. [Ref. Education Code Section 47605(e)(4)(C)]

- SPS: Tahoma 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 1974, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.
- SPS: Tahoma 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)]
- SPS: Tahoma shall ensure that teachers in SPS: Tahoma hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other charter schools are required to hold. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher’s certificated assignment. [Ref. Education Code Section 47605(l) and 47605.4(a)]
- SPS: Tahoma shall at all times maintain all necessary and appropriate insurance coverage.
- SPS: Tahoma 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 SPS: Tahoma 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. This paragraph applies only to pupils subject to compulsory full-time education pursuant to Education Code Section 48200. [Ref. California Education Code Section 47605(e)(3)]
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- SPS: Tahoma shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. California Education Code Section 47612.5(a)(2)]
- SPS: Tahoma shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs. [Ref. California Education Code Section 47605(d)(2)]
- SPS: Tahoma shall comply with any jurisdictional limitations to location of its facility. [Ref. California Education Code Section 47605 and 47605.1]
- SPS: Tahoma shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. California Education Code Section 47610 and 47612 (b)]
- SPS: Tahoma 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”).

- SPS: Tahoma shall comply with the California Public Records Act.
- SPS: Tahoma shall comply with the Family Educational Rights and Privacy Act.
- SPS: Tahoma shall comply with the Ralph M. Brown Act.
- SPS: Tahoma shall meet or exceed the legally required minimum of school days [Ref. Title 5 California Code of Regulations Section 11960.].
- Per 5 C.C.R. Section 11967.6.1, the signature requirement set forth in Education Code section 47605(a) is not applicable to this petition for renewal
- Should the charter renewal be granted, SPS: Tahoma will provide written notice of the approval and a copy of the charter to the appropriate agencies, which may include the County Superintendents of Schools, the California Department of Education and the State Board of Education.



10/01/2020

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Diane Tavenner  
CEO, Summit Public Schools  
Petitioner for Summit Public School: Tahoma

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Date

## INTRODUCTION

The East Side Union High School District (“ESUHSD” or the “District”) is one of the largest 9-12 districts in the state. Serving over 24,000 students in 18 high schools over 180 square miles, the district’s mission is to provide a safe and effective learning environment; to provide support for all students and families; to strive for continuous improvement; and to implement clear measurements of success.

In 2009, students, parents and community members from East Side approached Summit Public Schools to discuss the possibility of opening a Summit Model School in the area. Members of Summit Public Schools founded Summit Preparatory Charter High School (“SPCHS”) and Everest Public High School (“EPHS”) in Redwood City, California. These nationally acclaimed schools focus on preparing a heterogeneous student population for success in four year college and to be contributing members of society. The Summit Model School is designed to provide high expectations and high support for every student through Personalized Learning Plans, rigorous academic classes, one-on-one mentoring and a small size to ensure that every student is known well. The East Side students, parents and community members believe that a Summit Model School would provide a complementary alternative to their current high school options.

Summit Public Schools admires and honors the work of the ESUSD, and seeks to contribute and collaborate to achieve the District’s admirable mission by bringing the Summit Model to East Side. After extensive conversations with the parents and community members, assessment of the local demand and analysis of the collaborative relationship between our existing schools, Summit Public Schools proposed opening Summit Public School: Tahoma (SPS: Tahoma), a replication of the highly successful SPCHS and EPHS serving 9-12 grades. With the support and encouragement of hundreds of East Side parents, Summit Public Schools submitted a charter petition, which the Santa Clara County Office of Education (the “County Office of Education”) approved in 2010.

In 2015, SPS: Tahoma’s first class of students graduated from high school. We are proud of what this very diverse founding class accomplished: in this class, every single student (100%) graduated eligible to attend any 4-year college or university. Moreover, every single (100%) Summit Tahoma graduate received acceptance to a 4-year college or university. SPS: Tahoma has continued this trend and in the Spring of 2020, 100% of Tahoma’s seniors graduated college ready.

### **A connected community**

Students are at the core of everything we do and as our school grows, we are working relentlessly to build a positive student experience through extracurricular experiences and positive culture-building traditions. At the end of every school year, we administer the end-of-year survey to create a platform where students at SPS: Tahoma express areas of content with their school as well as highlight areas where we can continue to support their growth and build their sense of community.

SPS: Tahoma student survey<sup>1</sup> highlights:

- 84% of students agreed that there was at least one adult at school they can trust, and 80% said they had a strong relationship with at least one teacher.
- 78% of students agreed that adults at their school cared about them as a person.
- 84% of students agreed that their teachers have high expectations for their academic success.

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<sup>1</sup> Data from Spring 2019 student survey. We did not give a student survey in Spring 2020 due to COVID-19.

The 2020 school year brought a very different end of the school year for students around the country and SPS: Tahoma students. Despite shifting to learning away from our buildings, SPS: Tahoma students, families, and faculty made a quick transition to Virtual School on March 16 and students did not miss any instructional days. While we are physically distanced, we have been intentional about the ways in which we are supporting both the academic and social and emotional needs of our students. We look forward to sharing the many ways in which we have continued to build our SPS: Tahoma in these unprecedented times.

In partnership with the Santa Clara County Office of Education, we are eager and excited to continue to contribute to the Santa Clara County Office of Education's admirable goal of improving student equity and reducing access discrepancies to high quality education. With the support and encouragement of hundreds of SPS: Tahoma families and community members, we respectfully submit a request for a five year renewal of SPS: Tahoma charter for the Board's consideration.

## Renewal Standard

*Pursuant to the amendments made to the Education Code Section 47607, and the establishment of Education Code Section 47607.02, by assembly Bill 1505 (2019), a chartering authority shall evaluate a charter school's eligibility according to the legal standard associated with its performance on the state and local indicators reported on the California School Dashboard ("Dashboard"). In July 2020, the California Department of Education determined that based on SPS: Tahoma's Dashboard performance during the last two years for which dashboard data is available, the school is in the "middle tier" for renewal purposes and subject to the renewal standard articulated in Education Code Section 47607.2(b) (the "Renewal Standard")<sup>2</sup>.*

*Section 47607.2(b) provides that:*

- (1) ... [T]he chartering authority shall consider the schoolwide performance and performance of all subgroups of pupils served by the charter school on the state indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 and the performance of the charter school in the local indicators included in the evaluation rubrics pursuant to 52064.5.*
- (2) The chartering authority shall provide greater weight to performance on measurements of academic performance in determining whether to grant charter renewal.*

Since our first year of operation, SPS: Tahoma has successfully implemented the program set forth in our petition. SPS: Tahoma has grown into a stable campus serving grades 9-12 with strong governance and responsible fiscal management that will enable the school to continue to successfully implement the program for another five years. The Charter School exceeds the statutory criteria set forth in education code § 47607.2(b). Continued operation is clearly in the best interest of our students and provides a clear benefit to the students of Santa Clara County as demonstrated by measures of academic performance. We are particularly proud of the strong college readiness and postsecondary outcomes of SPS: Tahoma students. SPS: Tahoma does not seek any material revisions to it's charter at this time.

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<sup>2</sup>See <https://www.cde.ca.gov/sp/ch/documents/ab1505results2020.xlsx>

## Dashboard Performance

### SPS: Tahoma performs at least as well as the state on all academic indicators

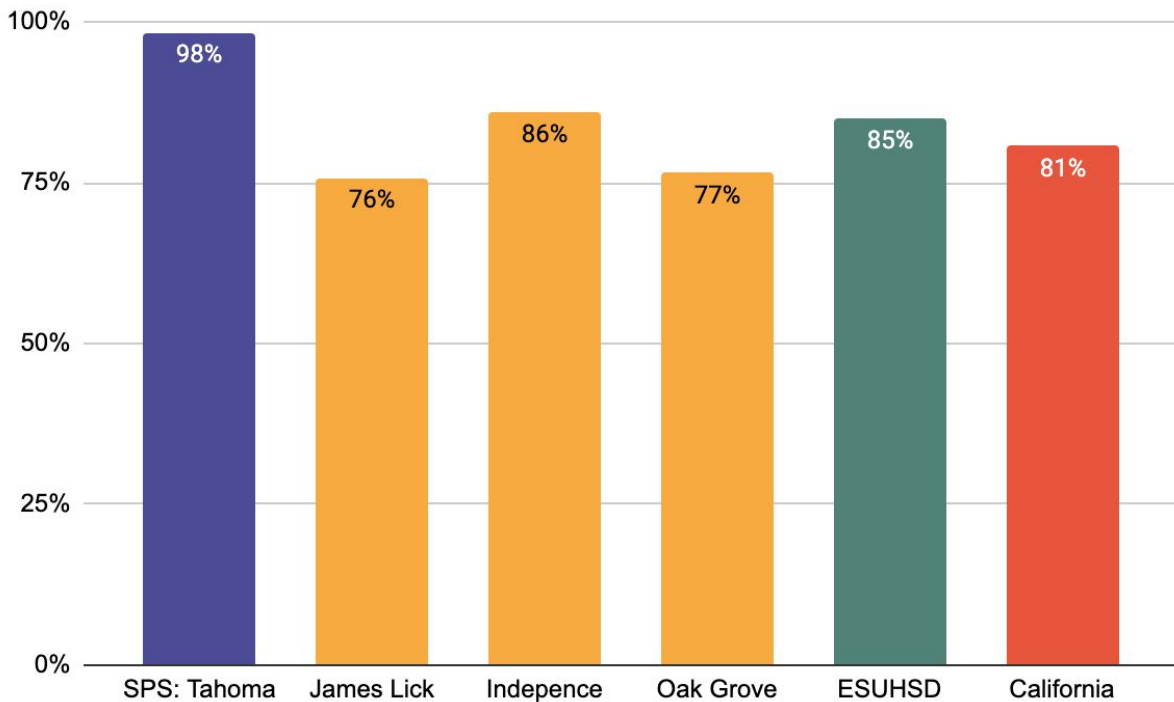
According to the California School Dashboard, SPS: Tahoma performed at least as well as the state as a whole on College/Career, Math, and ELA in both 2017-2018 and 2018-2019.

**Fig. 1: Tahoma’s dashboard performance vs. California overall**

	2017-2018		2018-2019	
	Tahoma	State	Tahoma	State
<b>College/Career</b>	Blue	Yellow	Yellow	Yellow
<b>Math</b>	Green	Orange	Green	Green
<b>ELA</b>	Yellow	Orange	Yellow	Orange

Within the College/Career measure, Tahoma specifically outperforms both the state and nearby schools on A-G completion rate specifically.

**Fig. 2: 2018-2019 A-G completion rate, local comparison**





Source: CDE DataQuest

### Tahoma also performs similarly to or better than the state on subgroup outcomes

SPS: Tahoma looks forward to continuing to work with ESUHSD and SCCOE to ensure that all subgroups are served well. SPS: Tahoma is proud of the progress the school has made with traditionally underserved subgroups, such as Hispanic and Latinx students, the largest subgroup at SPS: Tahoma.

Because Tahoma is, by design, a small school, performance colors are only awarded to a very limited number of subgroups. This limits the possibilities of state comparison. Tahoma has only received performance colors for Hispanic students and socioeconomically disadvantaged (SED) students, and even then those colors have only been awarded some of the time.<sup>3</sup>

**Fig. 3: Tahoma’s dashboard performance vs. California for Hispanic students**

		2017-2018		2018-2019	
		Tahoma	State	Tahoma	State
<b>College/Career</b>	<b>SED</b>	Yellow	Orange	Green	Green
	<b>Hispanic</b>	Orange	Orange	Orange	Green
<b>Math</b>	<b>SED</b>	N/A	Orange	Green	Yellow
	<b>Hispanic</b>	N/A	Orange	N/A	Yellow
<b>ELA</b>	<b>SED</b>	N/A	Yellow	Yellow	Yellow
	<b>Hispanic</b>	N/A	Yellow	N/A	Yellow

### Tahoma performs similar to the state on indicators of school climate and academic engagement

For high schools, the state dashboard includes suspension rate as an indicator of school climate and graduation rate as an indicator of academic engagement. Tahoma performed similarly to the state on many of these indicators, and showed significant improvement, from orange to green, on suspension rate in particular, representing a 46% decrease between 2017-2018 and 2018-2019. Moreover, Tahoma’s overall graduation rate of 90.4% in 2018-2019 exceeds the state average by 4 percentage points overall and by 8 percentage points for socioeconomically disadvantaged students.

<sup>3</sup> Tahoma’s small size means that there are many ways for random chance to affect the aggregate performance color outcomes as well: one student can change our overall percent on track by 5 percentage points or more, which could easily mean the difference between an “Orange” and a “Green” rating on the state dashboard. Of course we care about every student’s success, but the influence of random chance on outcomes in small sample sizes is mathematically impossible to ignore.

**Fig. 4: Tahoma’s dashboard performance vs. California overall**

	2017-2018		2018-2019	
	Tahoma	State	Tahoma	State
<b>Suspension Rate</b>	Orange	Yellow	Green	Yellow
<b>Graduation Rate</b>	Green	Yellow	Green	Green

## Post-secondary Outcomes

### Summit Tahoma graduates enroll in college and persist

According to data from the National Student Clearinghouse (via DataQuest), 89% of Summit Tahoma graduates enrolled in a college within a year after high school graduation. 88% of those students persisted to a second year<sup>4</sup>. That far exceeds the rate of the state overall: only 64% of high school graduates statewide enrolled in college in 2017-18<sup>5</sup>.

**Fig. 5: College enrollment rates for high school graduates**

Graduation Year	Tahoma	State
<b>2017-18</b>	88%	64%
<b>2016-17</b>	92%	65%
<b>2015-16</b>	90%	67%
<b>2014-15</b>	87%	65%

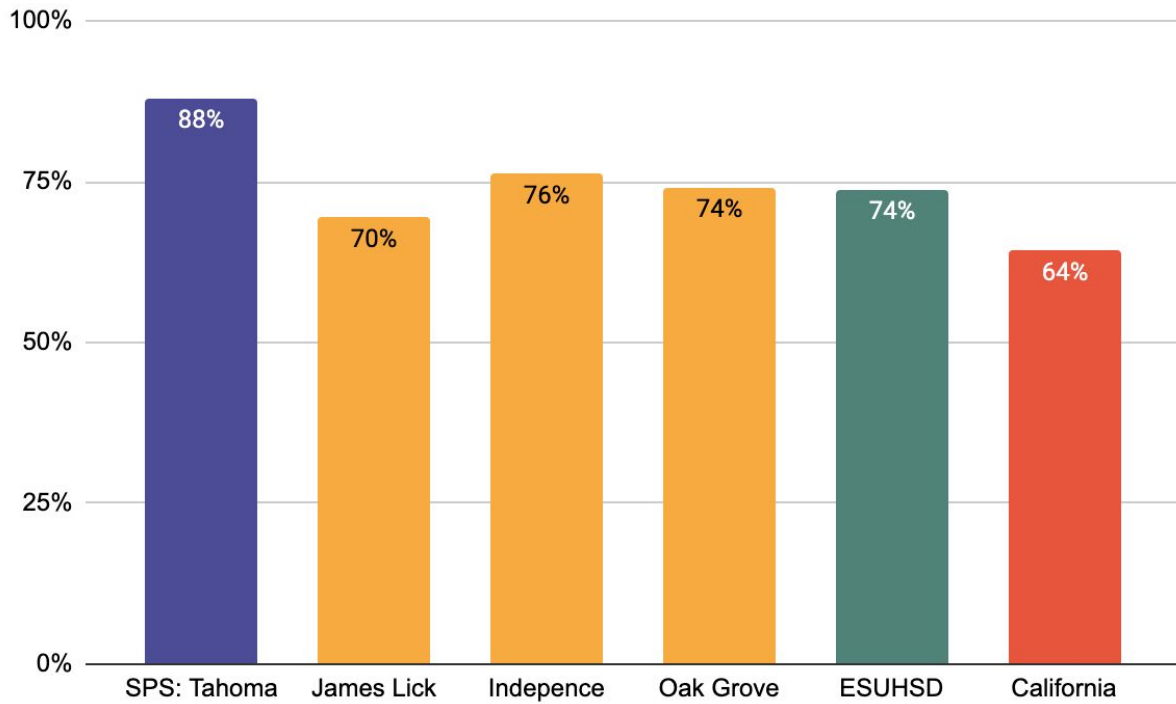
Source: CDE DataQuest

Tahoma graduates also fare favorably compared to nearby schools, with nearly 20% more students enrolling in college than the East Side Union average.

<sup>4</sup> Persistence data from National Student Clearinghouse aggregate reports; not available via DataQuest.

<sup>5</sup> 2017-18 is currently the most recent available National Student Clearinghouse data available on DataQuest.

**Fig. 6: 2017-18 college enrollment rates for high school graduates, local comparison**



Source: CDE DataQuest

This trend is even more pronounced among student subgroups at SPS: Tahoma. When examining college enrollment among historically disadvantaged subgroups, SPS: Tahoma hispanic students outpaced the state by thirty-five percentage points and socioeconomically disadvantaged students outpaced the state by thirty-four percentage points.

**Fig. 7: College enrollment rates for the class of 2018, by subgroup**

Student Subgroup	Tahoma	State
Hispanic	93%	58%
Socioeconomically Disadvantaged	91%	57%

Source: CDE DataQuest

## Student Readiness

### **Tahoma students are on track to be ready for college and career, in spite of COVID-19**

While students across the state do not have CAASPP scores from SY20, SPS: Tahoma students' performance on the Cognitive Skills and Math Concepts Rubrics demonstrates that Summit Tahoma was able to continue preparing students for success in college and career in spite of the pandemic.

The Cognitive Skills and Math Concept rubrics that were created in partnership with and validated by the Stanford University Center for Assessment, Learning, and Equity (SCALE) provide an excellent measure for examining student success as they prepare for both college and life.

Cognitive Skills are interdisciplinary competencies that require higher-order thinking. The Center for Curriculum Redesign (CCR) suggests that these skills are “how we use what we know” and involve the four Cs: Creativity, Critical Thinking, Communication, and Collaboration.

Through the Summit Model, students practice and develop 36 interdisciplinary cognitive skills that are necessary for college and career readiness in every subject and in every grade level.

Math concepts are key mathematical topics that students investigate through Math Units to understand *why* mathematical ideas work, not just *how*. Born out of the Common Core State Standards for Math and reflected within several states' standards, concepts allow for a focus in math classrooms on conceptual understanding, a key component of rigor as defined by the Common Core.

The ultimate goal with this approach is to allow teachers and students to focus much more on *doing mathematics* as opposed to just getting the right answer. “Doing mathematics” can be defined as engaging in important mathematical practices: making sense of problems; de-contextualizing, re-contextualizing, and checking for reasonableness; making arguments and critiquing the reasoning of others; modeling with mathematics; making appropriate use of tools; attending to precision in use of language; looking for and making use of structure; and expressing regularity in repeated reasoning.

Our teachers are provided significant training on how to use the rubrics to assess student work in a reliable, calibrated way. By continually measuring student progress against these 36 deeper learning skills and the math concepts, based on the common core standards, we are able to build personalized plans with students that will help them achieve their post-secondary goals.

As Figure 6 shows, our students were able to produce project-based work in SY20 that demonstrated a high level of mastery, in spite of the challenges of virtual school.

**Fig. 6: Percent of students meeting or exceeding expectations on Cognitive Skill or Concept Rubric scores in SY20**

Subject	Meeting Expectations	Exceeding Expectations
<i>All Core Subjects</i>	51%	33%
English	40%	55%
History	38%	54%
Math	45%	49%
Science	38%	51%

**Tahoma maintained high engagement, in spite of COVID-19**

In order to achieve these outcomes, the teachers and administrators at SPS: Tahoma worked hard to make sure every student was able to engage in learning virtually.

We measured engagement at three levels during the first phase of the pandemic:

- **Logging into the Summit Learning Platform:** Summit students must log into the Platform in order to submit project work for feedback from teachers, access learning resources shared by teachers, and take content assessments, among many other things. Therefore, logging into the Platform regularly is our minimum expectation for engagement during Virtual School.
- **Setting an Academic Goal:** Summit students set goals for themselves regularly as part of our research-based Self-Directed Learning Cycle. Students check in regularly with their teachers, including their mentor about their goals to get support, stay accountable, and celebrate success.
- **Requesting Feedback from a Teacher:** Summit students regularly submit their project work to teachers for feedback via the Platform. Teachers give feedback on both intermediate steps called “Checkpoints” and the final product for the project. Teachers may give feedback without students requesting it, but we encourage students to submit their work for feedback whenever they are ready, so that teachers can personalize and differentiate, allowing some students to move ahead and giving others more time.

**Fig. 7: Average percent of SPS: Tahoma students engaged in learning activities each week between March 17th and June 5th, 2020**

Grade	Logged Into the Summit Learning Platform	Set an Academic Goal	Requested Feedback from a Teacher
9th	98%	75%	65%
10th	96%	75%	62%
11th	100%	82%	69%
12th	99%	73%	65%

## LEADERSHIP TEAM

The leadership team of SPS: Tahoma has a strong leadership team that brings to the school operations and governance a deep set of experience that will continue to steer the school's growth for the next five years. The group was brought together by their commitment to Summit Model Schools as an effective means for preparing all students for success in four year college and to be contributing members of society, and their interest in expanding this model of schooling to the East Side of San Jose. Summit Public School: Tahoma is also supported by a robust back office with expertise in curriculum, instruction, assessment, special education, human resources, finance, facilities, technology, development, governance, and more. Additional information regarding Governance, such as board responsibilities is included in **Element D**, Governance Structure.

### **Executive Director, Summit Public School: Tahoma, Jonathan Stewart**

Expertise: Curriculum, instruction, assessment, and administration

Jonathan joined the Summit Team in 2015 as the Assistant Director for Summit Tahoma. Previously, he worked for PUC Schools in Los Angeles as the Director of Teacher Development, leading a partnership grant from the Bill and Melinda Gates Foundation. He was also a principal for PUC Nueva Esperanza Charter Academy. He was a teacher trainer in the Peace Corps in Namibia and has been an instructional coach at the Oakland Unified School District and Los Angeles Unified School District. As a teacher, he received an award for Exemplary Work in the Education of Highly Able Students from Johns Hopkins University. Jonathan holds a B.A. in American Studies with a concentration in Education Policy and an M.A. in Education Leadership from U.C. Berkeley.

### **Assistant Director, Summit Public School: Megan Toyama**

Expertise: Curriculum, instruction, assessment, and administration

Megan Toyama is in her fourth year as Assistant Director for Summit Tahoma. Born and raised in Sacramento, CA, Megan attended public schools before pursuing her Bachelor of Arts at Scripps College, where she studied Politics and International Relations and Asian American Studies. While in college, Megan discovered her passion and for teaching and education through an internship with the Breakthrough Collaborative. After college, Megan worked as a high school math and English tutor in Boston, MA, and then moved to the Bay Area to attend Stanford University's Teacher Education Program to earn her Masters and teaching credential. Megan deeply believes in the power of education to transform individual lives, communities, our country and world. She's committed to empowering her students with the tools they need to live happy and fulfilled lives, and coaching teachers to center equity and social justice in their practice.

### **Chief Executive Officer, Summit Public Schools: Diane Tavenner**

Expertise: Curriculum, instruction, assessment, facilities, organization, governance, and administration

Diane is the founder and CEO of Summit Public Schools (SPS), a leading charter management organization serving the Bay Area and Washington State. Summit currently operates eleven schools serving over 4,000 students. Employing a model that leverages technology, world-class teaching, and a rigorous college, career and life prep curriculum, Summit's graduates are completing four-year college degrees at twice the national average. Diane founded Summit's flagship school, Summit Preparatory Charter High School, in 2003, which quickly earned the reputation as one of the best public high schools in the nation, according to national rankings by Newsweek and US News & World Report. Diane serves on the board of T.L.P. Education, Transcend and the Carnegie Foundation for the Advancement of

Teaching and Learning. She was previously the Board Chair of California Charter Schools Association representing the vast majority of California's charter schools. Diane is a board member, and moderator, of the Pahara-Aspen Education Fellowship, a fellow in the Broad Academy, and the Chapter Chairperson and member of the Young Presidents Organization. Diane is a member of the spring 2013 cohort of the Pahara-Aspen Education Fellowship. Prior to Summit, Diane spent ten years as a public school teacher, administrator, and leader in traditional urban and suburban public schools throughout California. She holds a Bachelor of Arts in Psychology and Sociology from the University of Southern California and a Master of Arts in Administration and Policy Analysis from Stanford University.

**Chief Financial Officer, Summit Public Schools: Joyce Montgomery**

Expertise: Finance, facilities, business management, organization and administration

Joyce has over 14 years' experience in the charter school finance industry and over 22 years' experience in education finance. Prior to joining Summit, Joyce spent 2.5 years at the Charter School Development Center (CSDC) working as the Education Finance Policy Specialist. During her tenure at CSDC, Joyce managed and led the Charter School Business Officer Training Program, a program dedicated to training individuals to serve as Chief Business Officers. In addition to leading and managing the CBO program, Joyce helped scores of charter schools by providing in depth reviews of their programs; interceding, supporting, and defending charters during the chartering, appeal and revocation processes; and assisting with developing policies and providing executive search functions for charter schools recruiting Chief Financial Officers. Prior to CSDC, Joyce was the first CFO of Leadership Public Schools, a well-established CMO network located in the San Francisco East Bay Area. Joyce developed and still moderates a Bay-Area-centric group of Charter School Business Officers who meet on a regular basis to discuss challenges, problems and develop best practices. Prior positions had Joyce serving as CFO in the private school sector managing the finances, operations, and facilities for the Howard School in Atlanta, Georgia and Crystal Springs Uplands School in Hillsborough, California. Joyce has a master of business administration in Finance from Notre Dame de Namur's University, a bachelor of arts from CSU Long Beach and an associate of arts from Skyline Community College. In addition to her education and finance and operations background, she also has senior management experience in advertising, technology, and banking. Joyce has been active on many not-for-profit Boards including, Navigator Schools, The San Jose Conservation Corp and Charter School and Partners in School Innovation.

**Chief Academic Officer, Summit Public Schools: Caitlyn Herman**

Expertise: Curriculum, instruction, assessment, and administration, organization

Caitlyn Herman is the Chief Academic Officer at Summit Public Schools. Prior to this role, she was a science teacher at Everest Public High School, Founding Director at Summit Public Schools: Shasta and Senior Director of Schools. She is committed to giving all students access to a high-quality education and the opportunity to attend their best-fit college. Caitlyn began her career in New York City public schools as a science teacher at Essex Street Academy. At Essex Street she served as the department coordinator building out the school's project-based curriculum for all grades. She also spearheaded the effort to focus the school's advisory curriculum around wellness, habits of success and college readiness. While teaching she also worked as an adjunct professor at NYU'S graduate School of Education teaching science curriculum to aspiring teachers. It is during these years that her passion for making sure that all students had access to high-quality school options was ignited. In 2011 she moved to the Bay Area seeking a small school environment focused on educational access for all and found a home at Summit Public Schools. Caitlyn grew up in Pennsylvania and holds a BA in Biology from Lafayette College (Division I cross-country and track), a MA from New York University in Secondary Science Education and

a MEd from New England College in School Leadership as part of the Principal's Residency Network program with the New York City Public Schools' system.

**Chief Operations Officer, Summit Public Schools: Josh Lotstein**

Expertise: Administration, business management, organization, facilities

Education and Experience: Josh started his career at the New York City Department of Education, where he taught elementary school in the Bronx. After two years in the classroom, Josh worked as a management consultant at Monitor Group. There, he provided advisory services to clients across private, non-profit, and public sectors. He then acted as a Director of Strategy at Teach for America for three years, leading growth and fundraising initiatives for the national non-profit. Josh joined Summit Public Schools in 2015 as the Director of Operations and served as the Senior Director of Data and Operations for two years before becoming Chief Operating Officer in 2018. In his current role, Josh leads the Operations, Talent, Real Estate and Facilities, and Technology functions that support Everest and our other 10 schools in California and Washington. Josh graduated from Yale University with a Bachelor of Arts in History and earned his Master of Business Administration from The Wharton School of the University of Pennsylvania. He also has a Masters of Education in Educational Leadership from the Broad Center for the Management of School Systems

**Chief Information Officer, Summit Public Schools: Adam Black**

Expertise: organization, data, data analysis, instruction, assessment

Adam Black started his career teaching 4th grade in a personalized-learning school within Kansas City Public Schools. After a year in the classroom, Adam came back to the Bay Area and joined the Center for Education at SRI International where he collected and analyzed data to evaluate and derive insights from national and state-wide education initiatives. Prior to joining Summit as a Senior Director of Analytics in 2018, he was Senior Product Manager at Schoolzilla, PBC where he led the development of data tools used by 100+ school systems across the country. Adam's expertise in data tools, data collection and analysis, and educational policy make Adam a strong partner in driving better student outcomes. Adam is a graduate of UC Berkeley, with a Bachelor of Arts in Economics with a minor in Public Policy.

**Director of Government Affairs, Summit Public Schools: Kate Gottfredson**

Expertise: organization, governance, administration, policy, budget and finance

Kate brings to Summit Public Schools over a decade of leadership and management experience in public education with robust expertise in advocacy, policy development and implementation within both public charter schools and large urban districts. Kate's expertise in policy, communications, and operations, together with her passion for social justice and deep commitment to closing the opportunity gap, has made her a strong partner in driving positive change towards stronger outcomes for all kids. After practicing law for several years, Kate began her work in public education policy as a legislative advisor to Washington D.C. Mayor Adrian Fenty. During this period Kate served as the education Program Manager, overseeing performance management and budget development for the billion dollar education program for the District of Columbia Public Schools and State Education Office. Most recently, Kate led legislative efforts for the Arizona Charter Schools Association, advancing innovation and equity in public education as well as developing parent engagement opportunities for member charter schools. Kate is a graduate of the University of California, Davis with a degree in Political Science and holds a JD from the University of Arizona.

**Chief of Staff, Summit Public Schools: Kelly Garcia**

Summit Public School: Tahoma  
SPS Tahoma Charter Renewal 10.01.20 Submitted to the Santa Clara County Office of Education - October 1, 2020



Expertise: administration, organization, leader and teacher development, instruction, assessment, curriculum development

Kelly Garcia is the current Chief of Staff for Summit Public Schools. As the Chief of Staff, she oversees critical strategic initiatives for the network and the CEO. Most recently, she supported the organization's response and transition to distance learning, the creation of an aligned network model, the professional development of school leaders and streamlining communication throughout the network. Prior to becoming the Chief of Staff, Kelly was the Summit Learning Senior Director for the Western Region, which included a portfolio of 95 schools in 10 states. Before that Kelly was the longest standing member of the Summit Public Schools Leadership Team as she led multiple schools within the network over the course of a decade in school-site leadership. She was the Founder and Executive Director of Summit Public School: K2, the Executive Director of Summit Public School Everest and the Assistant Director of Summit Preparatory Charter High School. Under her direction, Summit Public School: K2 and Everest Public High School fully implemented Summit Learning's program model with an emphasis on continuous improvement. Kelly received her B.A in History and a certificate in the Children and Society Curriculum from Stanford University. She also holds an Ed.M. in Teaching and Curriculum from Harvard University's Graduate School of Education.

**Senior Director of Schools, Summit Public Schools: Sharon Johnson**

Expertise: Administration, Leader and Teacher development, Curriculum, Instruction, Assessment, Special Education, Organization

Sharon has over 14 years of experience in charter school leadership and over 22 years' experience in education. Prior to joining Summit as Senior Director of Schools, Sharon spent 20 years at Aspire Public Schools, a large California CMO network, serving as a Lead Teacher, Instructional Coach, Principal and Mentor Principal at East Palo Alto Charter School. She then transitioned to Aspire's Bay Area regional network team as Associate Superintendent, where she led a portfolio of eleven K-12 schools from East Palo Alto to Richmond, California. Sharon is passionate about leadership development. In her tenure, Sharon designed systems and facilitated development for school leaders to dramatically improve instructional outcomes and experiences for students. She is also ignited by continuous improvement efforts toward educational equity and excellence for students furthest from the sphere of success. Sharon is a National Equity Project Fellow and has taught as an Adjunct Professor for Alliant University as well as Alder Graduate School of Education's teacher and principal residency program. She grew up in the midwest and the Bay Area and has a Masters degree in Educational Leadership from San Jose State University, and a Bachelor of Science degree in Education and Social Policy from Northwestern University.

**Summit Public Schools Board Chairman: Robert J. Oster**

Expertise: Finance, business management, organization, governance and administration

A private venture investor since 1987, Mr. Oster has worked with both institutional and other private investors in all phases of venture investing. Prior to venture investing, he worked as a professional economist and in several high-level finance positions, the last being Vice President of Finance and Administration for Oracle Corporation, where he spearheaded Oracle's initial public offering. In addition to chairing the SPS Board, Mr. Oster is Vice-Chairman of the Board and Chairman of the Nominating Committee of the Board of Overseers of the Hoover Institution of Stanford University. He received his BA in economics with honors from Occidental College and an MA and PhD in economics from the University of California at Berkeley.

**Summit Public Schools Board Member: Steven Humphreys**

Expertise: Finance, business management, organization, governance and administration

Mr. Humphreys has served as CEO or President of four high technology companies, some of which he grew from early-stage. Most recently he served as CEO of Kleer Semiconductor Corporation, growing its revenues more than 10 times in 18 months. He began his career at General Electric Company where he worked in a variety of manufacturing and information technology positions. In addition to serving on the board of Summit Public Schools, he is a trustee of the Portola Valley School District, Chairman of the Board of Organ-I AB and Organ-I, Inc., and a member of the Board of Directors of Identive Group, a publicly traded information security company. Mr. Humphreys received a BS from Yale University and an MS and MBA from Stanford University.

**Summit Public Schools Board Member: Blake Warner**

Expertise: Finance, business management, organization, governance, administration

Mr. Warner is a Founder and Managing Partner of Silicon Valley Partners LLC, a firm that provides strategic merger and acquisition advisory services focused on the growth sectors of the digital economy. Prior to this, he spent ten years at Thomas Weisel Partners LLC, where he provided investment banking services for the software, media, and communications sectors. In addition to serving on the SPS Board, he is currently the Chairman of the Governance Council of Everest Public High School, providing oversight as well as helping set strategic goals and operational objectives. Mr. Warner received his BA from the University of California, Santa Barbara, and his MBA from the University of Southern California.

**Summit Public Schools Board Member: Meg Whitman**

Expertise: Finance, business management, organization, governance, administration

Ms. Whitman is one of the most highly regarded businesswomen in the United States; she has also been involved in state and national politics, most recently having run for the office of Governor of California. From 1998-2008, she served as CEO of eBay, growing the iconic Silicon Valley company from \$4 million to \$8 billion in revenues. Before eBay, she worked as a high level executive at several other well-known companies including Stride Rite, Hasbro, and the Walt Disney Company. She was inducted into the U.S. Business Hall of Fame in 2008 and more than once was named one of the "Top Five Most Powerful Women in Business" by Fortune Magazine. Ms. Whitman previously was the President and CEO of Hewlett-Packard and is currently the CEO of Quibi, and a member of the Boards of Directors of Procter & Gamble, Teach for America, SIEPR and Zipcar. She received her BA from Princeton University and her MBA from Harvard Business School.

**Summit Public Schools Board Member: Andy Thompson**

Expertise: Finances, business management, organization, governance, administration

Mr. Thompson is President, Chief Executive Officer and co-founder of Proteus Digital Health. He is a veteran of Silicon Valley biomedical startups, formerly serving as President, Chief Executive Officer and co-founder of FemRx and Chief Financial Officer of CardioRhythm. As a consultant and venture capital investor he contributed to several successful healthcare companies including Cell Genesys, Cytotherapeutics, Northstar Neuroscience and QRx Pharmaceuticals. He holds an M.A. in engineering from Cambridge University and was a United Kingdom National Engineering Scholar from 1982 to 1985. He also holds an M.A. in education and an M.B.A. from Stanford University. Mr. Thompson was a founding board member and Foundation President of Summit Preparatory Charter High School.

**Summit Public Schools Board Member: Diego Arambula**

Expertise: Curriculum, instruction, assessment, facilities, organization, governance, administration

Diego Arambula currently a Partner at Transcend and previously Mr. Arambula was an Entrepreneur-in-Residence at GO Public Schools (GO), working to help GO expand their reach

throughout California and establish a Fresno-based organization to help mobilize parents, educators, and youth to push for high-quality, personalized school in California's Central Valley. Prior to GO, Diego Arambula was the Chief Growth Officer for Summit Public Schools. As Chief Growth Officer (CGO) and a member of Summit's Executive Team, Diego focused on helping grow Summit's impact on public education through new school development and innovative partnerships with charter schools and districts across the country. Prior to his work as CGO, Diego was the founding Executive Director of Summit Public School: Rainier, the third school in the Summit Public Schools network, and was the founding US History and Government teacher at Summit Preparatory Charter High School. He began his career in politics, serving as the Communications Director for U.S. Representative Cal Dooley after serving as Dooley's Deputy Campaign Manager for a hard-fought campaign in California's Central Valley in 2000. Diego received his bachelor of arts in Government from Harvard University and a master's in education from Stanford University.



**Summary of Necessary Background critical to charter school success**

	<i>Curriculum</i>	<i>Instruction</i>	<i>Assessment</i>	<i>Finance</i>	<i>Facilities</i>	<i>Business Management</i>	<i>Organization</i>	<i>Governance</i>	<i>Administration</i>
Tavener	*	*	*		*	*	*	*	*
Montgomery				*	*	*	*	*	*
Herman	*	*	*				*		*
Lotstein					*	*	*		*
Black		*	*				*		
Gottfredson				*			*	*	*
Garcia	*	*	*				*		*
Johnson	*	*	*				*		*
Stewart	*	*	*				*		*
Toyama	*	*					*		*
Oster				*		*	*	*	*
Humphreys				*		*	*	*	*
Warner				*		*	*	*	*
Whitman				*		*	*	*	*
Thompson				*		*	*	*	*
Arambula	*	*	*		*		*	*	*

**History of Success**

Summit Public School: Tahoma  
 SPS Tahoma Charter Renewal 10.01.20 Submitted to the Santa Clara County Office of Education - October 1, 2020

SPS: Tahoma is one of 11 charter LEAs within the Summit Public Schools network. Since Summit Public Schools opened its first school in 2003, the network has grown to include 10 high performing high schools and 4 middle schools in the San Francisco Bay Area and Washington state. These schools currently serve approximately 4,545<sup>6</sup> students in grades 6 through 12. For the past seventeen years, Summit Public Schools has been providing an innovative, personalized education to all of its students and successfully adapting its program to meet the needs of each of the new communities it has entered. Its accomplishments include:

- 100% of Summit graduates are eligible to apply to a four-year college.
- Summit graduates on track to complete college within six years at double the national average.
- As our students graduate college, they're coming back to Summit! We now have Summit teachers and faculty who were Summit students.
- Summit schools attract a world class teaching faculty coming from the nation's top teacher education programs, including Stanford, Harvard, Columbia, and UC Berkeley.
- In 2019, all eligible Summit public Schools were named among US News & World Report's Best High Schools, earning the eGold Medal Award, ranking among California's
- In 2018, 98% of Summit graduates were accepted to at least one four-year college or university.
- In 2015, Fast Company named Summit Public Schools one of the top 10 most innovative organizations in education.

Summit schools have accomplished these successes with a student population that is incredibly diverse in terms of race, ethnicity, socioeconomic status, English Learner status, Special Education status, and incoming level of academic preparation, because we believe education is best delivered in that environment. For the past seventeen years, Summit has been successfully serving a diverse student population--and particularly "at-risk" students--in multiple, different communities across the San Francisco Bay Area, including East San Jose.

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<sup>6</sup> Source: Powerschool, Enrollment as of 9/1/2020 for Summit Public Schools

## **ELEMENT A: EDUCATIONAL PHILOSOPHY AND PROGRAM**

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

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

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

*-California Education Code Section 47605(c)(5)(A)(iii).*

*“If the proposed charter school will enroll 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 for purposes of this clause.”*

*-California Education Code Section 47605.6(b)(5)(A)(iv)*

### **Mission Statement**

SPS: Tahoma’s mission is to prepare a heterogeneous student population for success in college and to be thoughtful, contributing members of society. The school aims to provide a personalized learning experience that affords each and every student the opportunity to achieve their academic goals regardless of their previous preparation and background. To this end, SPS: Tahoma seeks to develop educators that are trained and skilled in best practices that enhance achievement for all students. The school aspires to serve as a model for high schools endeavoring to prepare all students for post secondary academic pursuits.

### **Educational Philosophy**

Our chief concern and primary driving question is “What’s best for students?” This question guides the decision-making process for our school leaders, teachers, parents, and all other stakeholders. It also fuels our success. Our core values reflect our commitment to answering this question every day and underscore our educational philosophy:

1. We believe that every child is capable of college and career readiness. We know that all students are capable of learning at a high level and we are committed to ensuring that students are not only accepted into a four-year college, but truly prepared for success in college, career and life.
2. We hire high-performing teachers. We engage them as leaders and provide extensive professional development every year.

3. We develop relationships with and support every student. Our teachers and students know and respect one another, and every student receives consistent, relevant, and personalized support that is seamlessly integrated into the school day.
4. We believe change is a good thing. We embody a culture of innovation to drive continued success.
5. We value diversity. Regardless of race, neighborhood or prior academic experience, we believe every student is capable of high levels of academic and social achievement. Students benefit from a diverse school environment that mirrors our complex world, and deepens both academic and social learning.

## Students to be Served

SPS: Tahoma seeks to continue to serve a heterogeneous group of approximately 100 students per grade in grades 9 through 12 with a total current school enrollment of approximately 458 students. The Enrollment projections for the five year renewal period are listed below.

Grade	2020-21	2021-22	2022-23	23-24	24-25	25-26
9	75	110	110	110	110	110
10	100	110	110	110	110	110
11	141	100	110	110	110	110
12	142	141	100	105	105	105
<b>Total</b>	<b>458</b>	<b>461</b>	<b>430</b>	<b>435</b>	<b>435</b>	<b>435</b>

This enrollment plan is subject to change at the discretion of the Summit Public Schools Board. The students' primary interest should be preparing for acceptance to and success in college. The students' backgrounds should represent the heterogeneity found in the population of the East Side Union High School District, which draws its students from The East Side community with a population of over 434,000 that is rich in racial and cultural diversity. The demographic breakdown of SPS: Tahoma, the District and County's student population is as follows.<sup>7</sup>

### SPS: Tahoma Demographic Data<sup>8</sup>

Hispanic or Latino of Any Race	47%
American Indian or Alaska Native	0.3 %
Asian	16%
Pacific Islander	--
Filipino	--
African American	3%
White	23%

<sup>7</sup> Source: CDE DataQuest

<sup>8</sup> Source: SY19/20 CBEDS reporting

Two or More Races	10%
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#### East Side Union High School District Demographic Data

Hispanic or Latino of Any Race	51.2%
American Indian or Alaska Native	0.2%
Asian	32.7%
Pacific Islander	0.6%
Filipino	6.5%
African American	1.8%
White	4.8%
Two or More Races	2.3%
Not Reported	0.1%

#### Santa Clara County Demographic Data

Hispanic or Latino of Any Race	38.3%
American Indian or Alaska Native	0.3%
Asian	30.4%
Pacific Islander	0.4%
Filipino	3.9%
African American	1.8%
White	18.7%
Two or More Races	5.3%
Not Reported	0.9%

### **What it Means to be an Educated Person in the 21<sup>st</sup> Century**

The 21st century educated person is one that thinks globally but acts locally. Students today must understand the opportunities and dilemmas that will arise continually from changes in the political, social, economic, and environmental conditions in this country, and in other countries around the world. As adults, these students will be responsible for making decisions that will affect our world in the 21st Century. Creating an environmentally stable economy in the United States and addressing the complex issues of the global economy will be two, among a myriad of, problems facing the next generation of leaders. Students at SPS: Tahoma will acquire the academic and practical foundation necessary to understand these issues, enabling them to make more informed decisions as adults.

The competitive nature of the 21st century global economy requires citizens in the United States to compete with others from around the world for employment opportunities, as greater numbers of businesses develop multinational operations. Globalization of the economy demands that students possess a deeper understanding of other countries, their cultures, and their economies. New ways of

engaging in international cooperation and competition will be a mandatory skill for students in the 21st century. This challenge will require an educational program that is far more interdisciplinary in nature than in the past.

In educating students for work and citizenship in the 21<sup>st</sup> century, SPS: Tahoma develops students as empowered learners, critical thinkers, effective communicators, and dynamic leaders who embody our six core characteristics of respect, responsibility, compassion, curiosity, courage, and integrity. Students will master cognitive skills such as reading, writing, speaking/listening, problem formulation, conducting research, and data analysis and interpretation. Habits of success in categories such as self-awareness, stress-management, agency, social awareness/relationship skills, and self-direction, will balance a focus on skills and content knowledge. The SPS:Tahoma educational program will create the conditions under which its students will become self-motivated, competent, and life-long learners.

## How Learning Best Occurs

SPS: Tahoma's believes that learning best occurs in an environment that is structured to support learning for each and every student. Drawing from the work of Linda Darling-Hammond, The School Redesign Network at Stanford University, the Coalition for Essential Schools and other respected educational research, SPS: Tahoma believes that learning best occurs in a school that successfully implements the following features:

- Common Focus
- Rigorous Standards aligned
- Performance-based Assessment
- Personalization
- Continuous Relationships
- Authentic Curriculum
- Adaptive Pedagogy
- Knowledgeable and Skilled Teachers
- Devoted faculty time to collaborate and develop professionally
- Family and Community Connections
- Democratic Decision-making

For more discussion on teaching methods, please see “pedagogy” below.

## Program Design

SPS: Tahoma is a **site-based** program. Students are expected to attend school daily and follow a prescribed schedule (**Appendix B** – Proposed Bell Schedule and **Appendix C** –School Calendar). Core instruction will take place between 8:20 am and 3:20pm. The school will have at least 175 days of instruction and for each fiscal year, offer, at a minimum, 64,800 minutes of instruction to students in grades 9-12. In addition to the full course load taught at the school site by SPS: Tahoma instructors, students will have the opportunity to engage in community college courses, distance learning on-line, community organization classes, and internships.

The environment will be **small and personalized**. Research shows that small schools allow students and teachers to develop more intensive, long-term relationships that enable better conditions for teaching and learning. SPS: Tahoma will provide these opportunities to its students and faculty through its small size and low student to teacher ratio. In addition, SPS: Tahoma will facilitate productive teacher-student relationships by minimizing the number of different students each teacher sees during a given academic



term. We also will support interdisciplinary teams of teachers working at a particular grade level to make connections across the curriculum.

The program will be **untracked and college preparatory**. Graduates from SPS: Tahoma will exceed all academic entrance requirements for UC college admissions. SPS: Tahoma is a competency-based progression model. One of the distinctive characteristics of SPS: Tahoma is its focus on each child. In order to best facilitate learning, SPS: Tahoma will address learning needs individually in an untracked setting. In order to personalize instruction to the needs of students, teachers use ongoing assessments to gather data about student progress and they will then use that data to make informed instructional decisions. SPS: Tahoma's target student population is extremely heterogeneous, thus the school will use a variety of supports and pedagogical strategies to ensure that all students can successfully access the curriculum.

The Charter School environment is personalized via online learning tools, adaptive pedagogy, clearly articulated benchmark-assessments, and a **mentoring program**. Each student will have one faculty member serve as his/her mentor for multiple, continuous years. The mentor will meet daily with the mentees and lead additional activities and conversations during extended work sessions once or more per week focused on supporting a healthy, balanced, and productive school experience while ensuring a successful transition to college in the later years. In addition, the mentor will work with mentees and families to ensure the student is on the right trajectory to meet their short and long term goals. The mentor group, consisting of approximately 25 students, also serves to create a smaller community within the larger student body, and students are expected to support one another in all their academic and personal endeavors.

The program will foster **self-discovery and goal setting**. SPS: Tahoma students will explore their values, ethics, interests, passions, talents, and visions for the future. They also will consider the contributions they would like to make in the world. Based on these in-depth analyses, students will develop more meaningful aspirations that will help them to set specific goals and action plans for their education, career, personal relationships, and contributions to their community. Understanding oneself and setting clear goals creates a natural motivation to learn, as well as a foundation for success, which will support students throughout their lives.

Each student uses the **Summit Learning Platform** and their relationship with their mentor to guide them on their personalized learning plan (PLP).. As part of the self-discovery and goal-setting process, mentors will work with students to identify what they need to study and learn to achieve their goals. The mentor and student, in collaboration with his or her parents, will develop a Personalized Learning Plan that reflects the student's learning style, preparation, challenges, interests and his or her personal and professional aspirations. Our goal is to support students to work at their full potential, pursue their individual passions, and take personal responsibility for their own learning and success. Each year, students will participate, with their mentor and parents, in evaluating what they have learned and achieved in order to refine their goals and plans based on their educational experiences. This process will help them to begin the next cycle of self-exploration, goal setting, and planning. Increasing students' self-awareness and their participation and experience in setting goals and evaluating how well they are doing in reaching those goals are important skills that are essential for success in the 21<sup>st</sup> century workplace.

Each student will be guided through **college and career planning**. It is expected that a significant percentage of SPS: Tahoma's population will be first-generation college students and our program will assist them in building relevant skills and goals, while fully preparing every student for college entrance. Through classroom activities, small groups, and individual counseling, students will clarify why they want to go to college, and what kind of institution of higher education will be a good match for them. They will

learn how to find information about colleges and choose a group that seems to match their goals, write and submit their college applications, and develop habits that will help ensure a successful experience at the college of their choice. They will explore career options of interest to them, find out about the prerequisite knowledge and skills needed for particular careers, and develop job search and workplace skills.

Studies have shown that **emotional intelligence and life skills** (e.g., motivation, leadership, interpersonal skills) can be as important for success in today's workplace as academic qualifications (Daniel Goleman, *Emotional Intelligence*). The goals of the program are to improve social and professional relationships, to foster mutual cooperation among students and teachers in solving problems, to have students develop a stronger sense of belonging to the school and the community, to foster cross-cultural sensitivity among students and respect for life, and to develop a sense of self-empowerment in making healthy life choices. After a careful review of existing frameworks, Summit has adopted the Building Blocks for Learning framework developed by Dr. Brooke Stafford-Brizard on behalf of Turnaround for Children (2016). The Building Blocks framework integrates decades of the most promising research on social-emotional learning in an aligned and comprehensive manner. This framework includes the development of skills in five categories:

- Healthy Development (Attachment, Stress Management, Self-Regulation);
- School Readiness (Self-Awareness, Social Awareness/Relationship Skills, Executive Functions);
- Mindsets for Self and School (Growth Mindset, Self-Efficacy, Sense of Belonging, Relevance of School);
- Perseverance (Resilience, Agency, Academic Tenacity); and
- Independence and Sustainability (Self-Direction, Curiosity, Civic Identity)

The faculty will consist of **highly performing teachers** who are **well supported**. Teachers will hold appropriate teaching certifications and be encouraged to pursue National Board for Professional Teaching Standards Certification within their first five years at SPS: Tahoma. Professional development, teacher planning time, and other opportunities for collaboration will be scheduled on a regular and on-going basis to support teachers throughout their career. In establishing a professional teaching environment, SPS: Tahoma will ensure collaborative planning time for teachers to design interdisciplinary curricula, so that students will be able to make connections across the subjects, and thereby deepen their conceptual understanding of content. Having a diverse faculty is essential to serving a diverse student population effectively. During the 20-21 school year, 70% of staff who chose to identify at Summit Tahoma identify as people of color.. We are continuing to work with urgency to recruit a diverse staff with representation from the communities where we work as well as staff who are committed to and competent in creating a diverse, equitable, and inclusive school community. To ensure that our faculty members are properly equipped to serve a diverse student population, we provide professional development to all faculty to ensure that they are supportive, culturally competent, and can facilitate conversations about identity, equity, and privilege.

There will be an emphasis on **culture and professional development**. The culture of the school will be that of a learning community in which each member works towards a set of individual goals, takes responsibility for the success of their own PLP (personal learning plan), and is nurtured by the community to reach their highest potential. Teachers, administrators, and staff will work with a professional mentor or coach to develop annual goals and to set up an evaluation process similar to the students' PLP. This process is highly motivating and supportive for teachers, and is likely to enhance retention, as teachers are respected, have access to a career path that continues to develop and mature over time, and have mechanisms through which they may address career issues in a supportive environment.

## Pedagogy (Teaching Methods)

SPS: Tahoma recognizes that there is no single pedagogical strategy that is best for all students at all times. Therefore, SPS: Tahoma will employ a range of pedagogical strategies that are considered “best practices” in the field and supported by the most current educational research. This variety of instructional methods will provide opportunities for all students to learn academic content at high levels of conceptual understanding.

***Differentiated Instruction:*** Differentiated instruction generates multiple avenues for students to show what they know with various modes of assessment. Teachers will be trained to effectively develop and deliver curriculum to a heterogeneous group of students, such that each student is receiving the instruction most appropriate given his or her demonstrated needs and interests. SPS: Tahoma will employ many structures to help teachers differentiate their instruction, from the daily and weekly schedules, to the physical layout of space, to curriculum delivery and assessment methods. SPS: Tahoma’s skill- and project- based learning model allows teachers to assess their students’ progress on various skills and tailor their projects’ content to best meet each student’s zone of proximal development. Students will also be provided with multiple modes to acquire knowledge and skills, based on their prior preparation and learning style, including online resources, projects, coaching, and more. Other strategies that teachers will utilize to differentiate their instruction are project menus, varied pacing for content acquisition, multiple opportunities for revision, a host of formative feedback, pre-assessments to effectively personalize instruction, varied text selections, formalized scaffolding and intervention frameworks, and multi-modal curricular resources.

***Interdisciplinary Curriculum:*** To facilitate greater conceptual understanding and to make content more relevant, lessons, units and study trips will integrate the various core curricular areas whenever possible.

***Project-based instruction:*** Projects will link the curriculum content with students’ real world experiences, making learning more relevant and valuable to their lives outside of school. Research on project- and problem-based learning indicates the importance of connections between the classroom curriculum and the “world beyond the classroom. Students engaged in projects that are relevant to their lives tend to learn more quickly and are more motivated to learn.

***Integrated Technology:*** Technology will be used as a tool throughout a student’s experience at SPS:Tahoma to provide each student with access to information stored around the world, to facilitate communication and collaboration on projects with other students, both at SPS: Tahoma and at other schools or organizations, and as another vehicle through which a student can express his or her knowledge and understanding of content.

***Workshop Model:*** Teachers at Summit use the workshop model to introduce new concepts, and provide additional support to students struggling with difficult ones. This approach is favored because it allows students to learn by doing, as the teacher explains and models the skill or concept and students subsequently engage in guided and then independent practice.

***Socratic Seminars:*** The Socratic seminar is a formal discussion, based on a text, in which the leader asks open-ended questions. Within the context of the discussion, students listen closely to the comments of others, think critically for themselves, and articulate their own responses to the thoughts of others. They learn to work cooperatively and to question intelligently and civilly. SPS:

Tahoma teachers will utilize Socratic seminars to help students develop communication and interpersonal skills and other important habits of success.

**Complex Instruction:** Complex Instruction evolved from over 20 years of research at the Stanford School of Education. The goal of this instruction is to provide academic access and success for all students in heterogeneous classrooms by using multiple ability curricula and specific instructional strategies including the treatment of status problems to equalize group interactions.

A narrative description of the average daily experience of various SPS: Tahoma students is included in **Appendix D – Narrative Description of a Typical Day for a Student.**

## Curriculum

The curriculum at SPS: Tahoma will offer a foundation of academic content knowledge in six core content areas, and poise students to enter a college or university with the academic literacy and higher-order thinking skills required for post secondary education. The curriculum is aligned with the Common Core State Standards for English Language Arts & Literacy and Mathematics, the Next Generation Science Standards, California State History Standards, and the College, Career, and Civic Life (C3) History Framework. All 9-12 core courses will be approved by the University of California to meet the a-g requirements. All Advanced Placement Courses will be approved by the College Board. The focus of the curriculum will be rigor and relevance, with a dedication to meeting the needs of a heterogeneous student population.

Upon completion of SPS: Tahoma's graduation requirements, students will have exceeded the University of California's a-g subject requirements. Students and parents will be informed of how each course taken meets graduation and college entrance requirements and transfers to other public high school programs via the Student and Parent Handbook that will be provided each school year and upon new student enrollment and posted on the school website. **A copy of the policies are included in Appendix AA.**

**Core Academic Coursework:** Students will be required to demonstrate mastery of standards in six core academic subject areas: English Language Arts, history/social sciences, mathematics, the natural sciences, language other than English, and visual and performing arts. SPS: Tahoma's core course requirements will exceed those of the University of California A-G requirements.

**Advanced Placement Exams:** Students will be expected to prepare for and pass at least one AP exam. Preparation will include coursework as well as some teacher directed independent learning.

**Technology:** Students will develop technological proficiency in the areas of word processing, graphic design, spreadsheets, slide presentation, and internet research within their core academic subjects and through their elective courses. Students will be expected to utilize technology in ways that will prepare them for post-secondary work and college life.

**Approved Courses:** All courses offered at SPS: Tahoma in the six core subject areas will be approved to meet the school's graduation requirements. Additionally, students may seek administrative approval for online distance learning courses, community college courses or high school courses from other institutions to be accepted as meeting the school's graduation

requirements. Outside courses will only be considered if they are college preparatory, comparable to the courses taught at SPS: Tahoma and taught by an accredited institution. Approval for such courses must be obtained from the Executive Director prior to the commencement of the course.

Revisions to the list of courses offered by the institution will be made based on a continual improvement process that involves analyzing student performance data and educational trends to determine how the curriculum can best meet the needs of the student population and align with the mission of the school. SPS: Tahoma intends to teach the following courses at this time. Each course listed is a one year course or the equivalent of one (1) UC credit or a traditional high school's ten (10) credit course. . **Sample course descriptions from each subject area are contained in Appendix E.**

a - Social Science

- World Studies I
- World Studies II
- Modern World History II
- Holocaust and Genocide: an In- Depth Study
- AP & Government and Politics United States
- AP US History

b – English

- English 9
- English 10
- English Language and Composition AP
- English Literature and Composition AP

c – Mathematics

- Math I
- Math II
- Math III/Pre-Calculus
- Modeling and Statistical Reasoning
- Pre-Calculus
- Geometry
- Finite Math
- AP Statistics
- AP Computer Science A
- AP Calculus AB
- Algebra I
- Algebra II

d – Laboratory Science

- Physics
- Physics in the Universe
- The Living Earth
- Integrated Science I
- Chemistry in the Earth System
- Chemistry
- Biology
- Environmental Science AP

e – Language other than English

- Spanish I

- Spanish II
  - Spanish III
  - Spanish for Native Speakers I
  - Spanish for Native Speakers I
  - Spanish Language AP
  - Spanish Literature AP
- f – Visual and Performing Arts
- Introduction to Visual Art
  - Intermediate Visual Art
  - AP Studio Art
  - Film and Video Production
  - Introduction to Dramatic Arts
  - Dance I
  - Drama I
  - Multimedia Political Journalism
  - Musical Theatre- Intermediate Level
  - Photography I

**Graduation Requirements:** To be eligible for graduation from SPS: Tahoma, students must meet the following requirements:

- Complete the following number of approved year-long courses with a C- grade or better:
  - o 4 History / Social Science
  - o 4 English
  - o 4 Mathematics
  - o 4 Laboratory Science
  - o 2 Language other than English
  - o 1 Visual and Performing Art
- Received credit for the following number of year-long courses or equivalent experiences:
  - o 3 Elective

Additionally, graduates will pursue the following outcomes:

- Complete with a C- or better the courses that are UC/CSU entrance requirements (a-g) for college admission, by demonstrating mastery in the skills and standards referenced in **Appendix E**.
- Apply to and be accepted for admission to at least one four year college or university

Graduation requirements may need to be modified over time; provided, however, that the modified graduation requirements will be equal to or greater than the graduation requirements mandated by the California Department of Education . Such changes may be made on approval of the Summit Public Schools CEO in consultation with the Superintendent, Chief Academic Officer, and Executive Director.

The Executive Director will have discretion to adjust the graduation requirements for a particular student when necessary and appropriate in order to align with that student's Individualized Education Program or other identified and documented needs. When a student transfers into the school after the first semester of 9th grade, the Executive Director will have discretion to determine how to allocate credit towards graduation based on the student's prior coursework and how to adjust the course sequence to ensure the student is UC-eligible if the full Summit graduation requirements cannot be completed.

## Common Core Alignment

Summit Public Schools is committed to ensuring that all students succeed in college, their careers, and in life, and embraces the Common Core's alignment to college and career expectations. Like the Common Core, Summit Public Schools emphasize cognitive skills and habits of success alongside content knowledge, in recognition of the communication, problem-solving, and critical thinking skills that students need to thrive in the workforce.

As a result, SPS has been a leader in the work of transitioning to the new standards and assessments, partnering with top educators and institutions from across the country to develop curricula and rubrics that align with the new standards and best equip students to be prepared for college. Every SPS teacher is trained on the implementation of Common Core using best practices and many are now training other teachers on the use of these resources.

## Materials

As outlined above, SPS has partnered with a number of leading educators and institutions across the country to identify the most effective and appropriate teaching materials for implementing its Common Core-aligned curriculum. **A list of these partners appears in Appendix F. Recent course materials lists can be found in Appendix E, by course subject.** Materials used may change year to year as they are updated regularly by Summit faculty based on efficacy and relevance.

## Annual Goals and Actions in the State Priorities

SPS: Tahoma will comply with all requirements pursuant to California Education Code § 47605(b)(5)(A)(ii) including developing annual goals, for all pupils (i.e. schoolwide) and for each subgroup of pupils as identified in California Education Code § 52052, for each of the applicable eight (8) state priorities identified in California Education Code § 52060(d). Please refer to the table in Element B for the schoolwide goals for relevant sub-groups and corresponding assessments. The Charter School will continue to produce a Local Control and Accountability Plan ("LCAP") using the LCAP template adopted by the State Board of Education pursuant to Education Code Section 47606.5. The Charter School shall submit the LCAP to its authorizer and the 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.

## Special Populations

Summit Public Schools offer a personalized learning experience that affords each and every student the opportunity to achieve their academic goals regardless of their previous preparation and background. The very design of Summit Public Schools allows every student to receive an education at their "just right" level: the place where projects and content are challenging enough to push their learning without being so difficult that they become frustrated. This design ensures that all students – including students with disabilities, students who are English Learners, students who are academically low-achieving, and students who are academically high-achieving – receive an education that is tailored to their individual needs.

## Academically Low Achieving Students

### Overview

The faculty of SPS: Tahoma will use regularly administered assessments, such as , SBAC, ELPAC (successor to CELDT) and other externally and internally developed assessments, to identify students who may be academically low-achieving or at-risk at the beginning of the year and on regular cycles throughout the year. Summit's goal is that all students graduate high school ready for college, so students who perform below grade level expectations on these assessments and/or students who are making insufficient progress to achieve grade level by the end of the school year will be targeted for additional support.

Educational research and best practices in pedagogy indicate that academically low-achieving and at-risk students benefit from learning experiences that are relevant to their lives, include multiple modes and measures, and have clear and high expectations combined with a supportive learning environment (Shulman, Lotan, and Whitcomb 1998). Additionally, academically low achieving and at-risk students benefit greatly from placement in a heterogeneous classroom.

Academically low-achieving and at-risk students are thoroughly integrated into the entire student body at the school and participate fully in all aspects of the curriculum. SPS: Tahoma teachers are using the well-researched and documented pedagogical strategies of Complex Instruction and heterogeneous group work to support these students in the content standards based courses. The student, his/her parent or guardian, and mentor determine what additional supports are needed and should be accessed through the Summit Learning Platform.. Additionally, online learning and assessment tools will be employed to ensure that students' academic needs are quickly and accurately diagnosed, and that instruction is targeted to the zone of proximal development of each child. Thus, ensuring that students are progressing at their optimal learning pace, utilizing materials that are most appropriate for each student's learning needs, and providing learning experiences that promote high engagement in the material are cornerstones of the academic program at SPS: Tahoma. During Personalized Learning Plan Meetings between the student, his/her parent or guardian, and his/her mentor, families are made aware of student supports available and a plan is created to best support the student. These supports can consist of daily tutoring by peers or adults, weekly office hours held by each teacher, subject specific workshops to re-teach previously learned concepts or material, and one-on-one and small group sessions with the teacher during the Expedition periods. Each student's progress is regularly monitored by his/her mentor.

The following list provides examples of the methods by which SPS: Tahoma will use to accelerate the growth of its academically low achieving/at risk students. These services are available to all SPS: Tahoma students. **Appendix G** summarizes a comprehensive list of supports and services and related faculty expectations and supports in *A Summary of Typical Support Systems*. **Appendix D** includes a narrative description of a typical daily experience for an academically low achieving / at risk student.

### **Faculty Habits and Content Development Time**

For approximately three hours each week, the student's classroom teachers hold Habits and Content Development, which is a 45-minute block of time at the end of each day which offers students an opportunity to practice and develop key habits that will allow them to study for, learn, and master content. During this time, students practice key aspects of the Self-Directed Learning Cycle while focused on a specific course's content with the support of the course's teacher. Each student will have one block of Habits and Content Development for each of their English, History, Math, and Science courses each week.



## **Tutoring**

On a daily basis, SPS: Tahoma students have the opportunity to access one-to-one support from their teachers as well as from peer tutors. They may seek individual support from teachers and/or peer tutors during Self-Directed Learning Time or during Habits and Content Development. Tutors provide support on current assignments and course work and on remediation work to help develop missing skills and poor academic literacy. Students often commit to participation in tutoring and self-directed interventions in their personalized learning plan.

## **Expeditions**

Expeditions play an essential role in realizing the mission of Summit Public Schools by offering engaging, relevant, and meaningful electives, enrichment opportunities, and experiences to prepare our students for success in college, career, and life. The Expeditions program creates environments that build student character and promote deep engagement in learning. Expedition courses require students to apply their knowledge from their core academic classes, experience real-world contexts, solve problems that require a multi-disciplinary mindset, and explore interests in arts, performances, and hands-on activities. Through the Expeditions program, students will develop cognitive and non-cognitive skills while learning the content in areas such as the Arts, Technology, Media Studies, Health & Wellness, Leadership & Social Change, and Future Planning. Additional information can be found in **Appendix J**.

## **Self Directed Learning Time**

During the school year, students have one daily period in which they complete their homework with the support of student study groups and an adult faculty member. During this time, students may also access adaptive support to support development in literacy and numeracy, through tools such as Khan Academy and Reading Plus.

## **Faculty Discussions / Interventions / Individual Plans**

During bi-weekly faculty meetings, all grade level teachers meet and discuss individual low-achieving and at-risk students. The discussions focus on tracking progress, identifying areas of need and effective strategies for working with the individuals.

School administrators, All grade level teachers and mentors meet with at-risk students and their parents when necessary throughout the semester in "intervention" meetings. The result of such meetings is a plan that has consensus on how to support the individual student, with specific responsibilities delegated to the students, parents and teachers. The student's mentor monitors the plan to ensure that it is followed as well as student progress. Progress monitoring is individualized and may include monitoring the student's Personalized Learning Plan progress, grades, standardized assessments, and teacher reports. The student's mentor will continue to monitor progress even once the student has achieved his/her targets in order to ensure continued growth.

## **Academically High-Achieving Students**

At SPS: Tahoma academically high-achieving students are those who perform at an Advanced level on California State Standards Exams and / or who consistently earn A grades in a majority of his/her courses.

Five of the core content areas will offer at least one, if not two, Advanced Placement (AP) Courses. The differentiated curriculum regularly provides academically high-achieving students with opportunities to deepen their study of concepts and subject matter, via specialized projects and assignments.

All Summit Tahoma courses are personalized and differentiated in order to meet the needs of diverse learners. The vast majority of incoming 9th graders are appropriately challenged by Math I. However, it may be appropriate for some incoming 9th graders to start their math sequence in Math II.

In order to be eligible to take Math II as a 9th grader, students must:

- Express preference to accelerate in their math sequence.
- Score in the top percentiles of the Measures of Academic Progress (MAP) test which is administered to all incoming freshmen within the first month of school.
- Demonstrate proficiency of Algebra and Geometry concepts as well as math problem-solving strategies on a Diagnostic Placement Exam to be administered within the first two weeks of school.

If a student is placed in Math II as a 9th grader, s/he will likely take Math III in 10th grade, AP Calculus AB in 11th grade, and AP Statistics in 12th grade.

Finally, SPS: Tahoma's optimized learning structure encourages academically high-achieving students to concurrently enroll in community college courses for more advanced study. A narrative description of a typical daily experience for an Academically High-Achieving Student is included in **Appendix D**.

## **English Learners**

### **Overview**

SPS: Tahoma will meet all applicable legal requirements for English Learners as it pertains to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirement. SPS: Tahoma will implement policies to assure proper placement, evaluation, and communication regarding EL's and the rights of students and parents..

### **Home Language Survey**

SPS: Tahoma will administer the home language survey upon a student's initial enrollment into SPS: Tahoma (on enrollment forms).

### **ELPAC Testing**

All students who indicate that their home language is other than English will be ELPAC tested within thirty days of initial enrollment and at least annually thereafter between July 1 and October 31<sup>st</sup> until re-designated as fluent English proficient.

SPS: Tahoma will notify all parents of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results from the publisher. The ELPAC shall be used to fulfill the requirements for annual English proficiency testing.

## **Faculty Input**

Students are assigned to a faculty mentor at the beginning of the school year. These mentors spend a significant amount of time with each student and use this time to gain additional insight about each student. These insights can be used to inform identification of students who require an EL designation and appropriate support.

## **Reclassification Procedures**

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

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the California English Language Development Test or CELDT.
- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.
- The Student Oral Language Observation Matrix will be used by teachers to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage.

## **Strategies for English Language Learner Instruction and Intervention**

The school will serve EL students at the school site through self identification or ELPAC testing, at the Charter school site through a Structured English Immersion program. Under this program, the EL student is enrolled in a regular class - where they will be able to access the same core curriculum as other students in their grade level - and receives supplementary instruction in order to learn English. **Appendix D** includes a narrative description of a typical daily experience for an EL student, and **Appendix I** details strategies that may be used for EL instruction and intervention, specific materials and texts that may be used in support of these strategies, how the program will be monitored for effectiveness and how student progress will be monitored, EL professional development for teachers, and the role of the EL Coordinator.

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## Serving Students with Disabilities

### Overview

The following provisions summarize the manner in which the Charter School will serve its students with disabilities:

- It is understood that all children will have access to the Charter School and no student shall be denied admission due to disability.
- The Charter School shall comply with the Individuals with Disabilities in Education Improvement Act of 2004 ("IDEIA" or "IDEA"), Section 504 of the Rehabilitation Act ("Section 504") and the Americans with Disabilities ("ADA").
- The Charter School shall be solely responsible for compliance with Section 504 and the ADA.
- The Charter School agrees to implement a Student Study Team Process, a regular education function which shall monitor and guide referrals for Section 504 and special education services.
- SPS: Tahoma has been deemed an LEA and a member of a Special Education Local Plan Area ("SELPA") for provision of special education services pursuant to Education Code Section 47641(a). SPS: Tahoma shall seek the District and County's support in the provision of data or information in SPS: Tahoma's pursuit of or continuation of membership in a SELPA as an LEA. When the school is an LEA, and a member of a SELPA, the Charter School shall be solely responsible for compliance with the IDEIA and the costs thereof.
- If the Charter School does not have membership in a SELPA as an LEA, the Charter School shall be deemed a public school of the authorizer that granted the charter pursuant to Education Code Section 47641(b) and shall work jointly with the SCCOE to ensure full compliance with the IDEA as further described below.

### Section 504 of the Rehabilitation Act

SPS: Tahoma 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 SPS: Tahoma. 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 School. All facilities of the Charter School shall be accessible for all students with disabilities in accordance with the Americans with Disabilities Act.

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

- 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 include 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 who requires accommodations under Section 504 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 the free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the 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 reviews 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. Attached as **Appendix L**, please find the SPS: Tahoma 504 policy, Administrative Procedures and Parent Rights Form.

#### **Services for Students under the IDEA**

SPS: Tahoma intends to provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the applicable SELPA. As stated above, SPS: Tahoma holds SELPA membership as an LEA.

SPS: Tahoma intends to provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the applicable SELPA. As stated above, SPS: Tahoma holds SELPA membership as an LEA. Should that change, SPS: Tahoma shall become, by default, a public school of the authorizer, SCCOE, for purposes of Special Education purposes pursuant to Education Code Section 47641(b).

The following sections describe first the situation where SPS: Tahoma operates as a public school of the SCCOE for special education purposes pursuant to Education Code Section 47641(b); followed by a description of operation as an LEA for special education purposes.

## **Services for Students under the IDEA if the School is a public school of the SCCOE**

*As stated above, SPS:Tahoma is a member of the el Dorado County Charter SELPA. SPS: Tahoma reserves the right to seek membership in another SELPA. The following language applies while SPS: Tahoma is an LEA and member of the SELPA pursuant to Education Code Section 47641(a):*

*The following provisions are meant to summarize SPS: Tahoma Petitioner's understanding of the manner in which special education instruction and related services shall be provided by SPS: Tahoma and the **SCCOE if at any point SPS: Tahoma exists as a public school of the authorizer for special education purposes** pursuant to Education Code Section 47641(b). The following mirrors the typical "industry standard" arrangement between an authorizer and a charter school and aligns with State and Federal law which requires that students in charter schools receive special education and related services in the same manner as any other student in the county. The language that follows is not meant to unilaterally bind the SCCOE, or to preclude alternative arrangements between the SCCOE and SPS: Tahoma as agreed upon in a Memorandum of Understanding ("MOU").*

As a public school of the SCCOE, solely for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b), in accordance with Education Code Section 47646 and 20 U.S.C. 1413, SPS: Tahoma seeks services from the County Office of Education for special education students enrolled in SPS: Tahoma in the same manner as is provided to students in other County schools. SPS: Tahoma will follow the County Office of Education and 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 maintaining the confidentiality of pupil records. SPS: Tahoma will comply with the County Office of Education protocol as to the delineation of duties between the County Office of Education central office and the local school site in providing special education instruction and related services to identified pupils. SPS: Tahoma will request an annual meeting between SPS: Tahoma and the County Office of Education to review special education policies, procedures, protocols, and forms of the County Office of Education and the SELPA and County protocol, to ensure that SPS: Tahoma and the County Office of Education have an ongoing mutual understanding of County protocol and will facilitate ongoing compliance.

SPS: Tahoma acknowledges the importance of cooperating with the County Office of Education so that the County Office of Education can provide special education services to Charter School students. SPS: Tahoma agrees to promptly respond to all County inquiries, to comply with reasonable County directives, and to allow the County Office of Education access to Charter School students, staff, facilities, equipment and records as required to fulfill all County obligations under this Agreement or imposed by law. SPS: Tahoma believes that the allocation of responsibility for the provision of services (including but not limited to referral, identification, assessment, case management, Individualized Education Plan ("IEP") development, modification and implementation) shall be divided in a manner consistent with their allocation between the County Office of Education and its school sites.

### Staffing

All special education services at SPS: Tahoma will be delivered by individuals or agencies qualified to provide special education services as required by California's Education Code and the IDEA. Charter School staff shall participate in all mandatory County in-service training relating to special education.

It is SPS: Tahoma's understanding that the County 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 unless the County directs SPS: Tahoma that current County practice is for the individual school sites to hire site special education staff or the County and SPS: Tahoma agree that SPS: Tahoma must hire on-site special education staff. In that instance, SPS: Tahoma shall ensure that all special education staff hired by SPS:

Tahoma is qualified pursuant to County and SELPA policies, as well as meet all legal requirements. The County may review the qualifications of all special education staff hired by SPS: Tahoma (with the agreement of the County) and may require pre-approval by the County of all hires to ensure consistency with County and SELPA policies. The County 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 County policies as they apply to all County schools for responding to implementation of special education services. The Charter School will adopt and implement County policies relating to notification of the County Office of Education for all special education issues and referrals.

SPS: Tahoma shall promptly notify the County of all requests it receives for assessment, services, complaints, IEP meetings, reimbursement, compensatory education, mediation, and/or due process whether these requests are verbal or in writing.

SPS: Tahoma shall follow County policies as they apply to all County schools for notifying County personnel regarding the discipline of special education students to ensure County pre-approval prior to imposing a suspension or expulsion. SPS: Tahoma shall assist in the coordination of any communications and immediately act according to County and SELPA policies relating to disciplining special education students.

#### Identification and Referral

SPS: Tahoma 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. SPS: Tahoma will implement County and 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 by SPS: Tahoma for special education only after the resources of the regular education program have been considered, and where appropriate, utilized.

Upon the commencement of the Charter School's school year, all students may be evaluated as a means of class placement. No assessment or evaluation will be used for admission purposes. Through collaboration between the faculty and Principal, the Charter School will work to identify any students, who do not currently have an IEP but may be in need of a pre-referral intervention plan. Principal and faculty may then convene the Student Study Team for that student.

Students possibly in need of special education may be initially identified from already available data (i.e. school tests, teacher observations, grades, etc.) regarding the student's progress or lack of progress within the general education program.

For students who are identified as possibly needing interventions, a Student Study Team composed of the student, the student's parent or guardian, the Principal, and the student's mentor and/or other appropriate faculty will be responsible for identifying the student's needs and developing a plan to enable that student to be successful, including, but not limited to, the appropriate individual tutoring schedule, classroom modifications, strategies and techniques to enhance that student's ability to be successful. If the Student Study Team finds that the pre-intervention plan is not sufficient to meet the student's needs, they may recommend that student for a formal special education assessment. The Charter School may also choose to refer a student for services through the provisions of a Section 504 Plan, if appropriate.



Parents will be informed that special education and related services are provided at no cost to them.

If a student enrolls at the Charter School with an existing IEP, the Charter School will notify its authorizer within 5 days of enrollment. An IEP meeting will be convened by the County within 30 days to review the existing IEP, discuss the student's present levels of performance and needs, and offer an appropriate placement and services. Prior to such meeting and pending agreement on a new IEP, the Charter School shall work with its authorizer and/or SELPA to implement the existing IEP at the Charter School or as otherwise agreed by the parent/guardian.

The referral process is a formal, ongoing review of information related to students who are suspected of having special needs and show potential signs of needing special education and related services. The Charter School's internal method for referral for assessment will be the Student Study Team. The parent of any student suspected of needing or qualifying for special education services may also make a referral for an evaluation. Any such referrals will be responded to in writing by the Charter School within 15 days of receipt of the written request and shall hold an IEP meeting within sixty days of parent's consent to the assessment plan to consider the results of any assessment. The Charter School will notify its authorizer of the assessment request within 5 days of receipt.

It is SPS: Tahoma's understanding that the County shall provide SPS: Tahoma with any assistance that it generally provides its schools in the identification and referral processes, and will ensure that SPS: Tahoma is provided with notification and relevant files of all students who have an existing IEP and who are transferring to SPS: Tahoma from a County school. The County shall have unfettered access to all Charter School student records and information in order to serve all of Charter School's students' special needs.

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

#### Assessments

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEIA, as provided in Section 1414, Title 20 of the United States Code. the County Office of Education will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with the County Office of Education's general practice and procedure and applicable law. SPS: Tahoma shall work in collaboration with the County Office of Education to obtain parent/guardian consent to assess Charter School students. SPS: Tahoma shall not conduct special education assessments unless directed by the County Office of Education.

#### IEP Meetings

In accordance with the role of the County and the County school sites, the County shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. SPS: Tahoma shall be responsible for having the following individuals in attendance at the IEP meetings or as otherwise agreed upon by the County and Charter School: the Executive Director and/or SPS: Tahoma designated representative with appropriate administrative authority as required by the IDEIA; the student's special education teacher (if Charter School employee as opposed to County employee); the student's general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the regular education program at SPS: Tahoma and/or about the student. It is SPS: Tahoma's

understanding that the County shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEIA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide the notice of parental rights.

#### IEP Development

SPS: Tahoma understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the County, pursuant to the County's 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 County and of the SELPA and State and Federal law.

#### IEP Implementation

Pursuant to County policy and how the County operates special education at all other public schools in the County; the County shall be responsible for all school site implementation of the IEP. SPS: Tahoma shall assist the County in implementing IEPs, pursuant to County and SELPA policies in the same manner as any other school of the County. The County and Charter School will need to be jointly involved in all aspects of the special education program, with the County holding ultimate authority over implementation and supervision of services. As part of this responsibility, SPS: Tahoma shall provide the County and the parents with timely reports on the student's progress as provided in the student's IEP, and at least quarterly or as frequently as progress reports are provided for SPS: Tahoma's non-special education students, whichever is more. SPS: Tahoma shall also provide all home-school coordination and information exchange unless directed otherwise by the County. SPS: Tahoma shall also be responsible for providing all curriculum, classroom materials, and modifications and accommodations, unless directed otherwise by the County. SPS: Tahoma shall comply with any directive of the County as relates to the coordination of SPS: Tahoma and County for IEP implementation including but not limited to adequate notification of student progress and immediate notification of any considered discipline of special education students in such matters, the petitioners would notify the County of relevant circumstances and communications immediately and act according to County administrative authority.

#### 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. 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 County Office of Education and the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the County Office of Education and 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 County Office of Education within the same academic year, the County Office of Education and the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the County Office of Education agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

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For students transferring to the Charter School with an IEP from outside of California during the same academic year, the County Office of Education and 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 County Office of Education conducts and 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 County Office of Education, and develops a new IEP, if appropriate that is consistent with federal and state law.

#### Non-Public Placements/Non-Public Agencies

The County shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students. SPS: Tahoma shall not hire, request services from, or pay any non-public school or agency to provide education or services to special education students without the prior written approval of the County. SPS: Tahoma shall immediately notify the County of all parental requests for services from non-public schools or agencies, unilateral placements, and/or requests for reimbursement.

#### Non-discrimination

It is understood and agreed that all children will have access to SPS: Tahoma and no student shall be denied admission nor counseled out of SPS: Tahoma 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

SPS: Tahoma shall follow County policies as they apply to all County schools for responding to parental concerns or complaints related to special education services. SPS: Tahoma shall instruct parents/guardians to raise concerns regarding special education services, related services and rights to the County unless otherwise directed by the County. SPS: Tahoma shall immediately notify the County of any concerns raised by parents. In addition, the Charter School and the County shall immediately bring to the other's attention any concern or complaint by a parent/guardian that is in writing and/or which involves a potential violation of state or federal law.

The County's designated representative, in consultation with SPS: Tahoma's designated representative, shall investigate as necessary, respond to, and address the parent/guardian concern or complaint. SPS: Tahoma shall allow the County access to all facilities, equipment, students, personnel, and records to conduct such an investigation.

SPS: Tahoma and the County shall timely notify the other of any meetings scheduled with parents/guardians or their representatives to address the parent/guardian concerns or complaints so that a representative of each entity may attend. The County, as the LEA, shall be ultimately responsible for determining how to respond to parent concerns or complaints, and SPS: Tahoma shall comply with the County's decision.

SPS: Tahoma and the County shall cooperate in responding to any complaint to or investigation by the California Department of Education, the United States Department of Education, Office of Civil Rights or any other agency, and shall provide timely notice to the other upon receipt of such a complaint or request for investigation.

#### Due Process Hearings

The County may initiate a due process hearing or request for mediation with respect to a student enrolled in Charter School if the County determines such action is legally necessary or advisable. SPS: Tahoma agrees to cooperate fully with the County in such a proceeding. In the event that the parents/guardians file for a due process hearing, or request mediation, the County and SPS: Tahoma shall work together to defend the case. In the event that the County determines that legal representation is needed, SPS: Tahoma agrees that it shall be jointly represented by legal counsel of the County's choosing.

SPS: Tahoma understands that the County shall have sole discretion to settle any matter in mediation or due process. The County shall also have sole discretion to file an appeal from a due process hearing or take other legal action involving any Charter School student necessary to protect its rights.

#### SELPA Representation

It is SPS: Tahoma's understanding that the County shall represent SPS: Tahoma at all SELPA meetings and report to SPS: Tahoma of SELPA activities in the same manner as is reported to all schools within the County.

#### Funding

SPS: Tahoma understands that it will enter into a MOU with the County regarding Special Education funding, and cannot at this time unilaterally dictate the funding relationship between the County and SPS: Tahoma. SPS: Tahoma anticipates, **without binding the County to these terms** that based upon State and Federal law that the fiscal relationship could be summarized as follows:

##### *Retention of Special Education Funds by the County*

The County shall retain all state and federal special education funding allocated for Charter School students through the SELPA Annual Budget Plan, and shall be entitled to count Charter School students as its own for all such purposes.

##### *Retention of ADA Funds by the County for Non-Public Placements*

The Parties acknowledge that the County may be required to pay for or provide Charter School students with placements at locations other than at SPS: Tahoma's school site in order to provide them with a free appropriate public education. Such placements could include, without limitation, programs or services in other County schools, in a County Office of Education program, in a non-public school, at home, or in a residential program. When such programs or services are provided at County expense, the County shall be entitled to receive from SPS: Tahoma the pro rata share of all funding received for such student, including, without limitation, all ADA funds, based on the number of instructional days or minutes per day that the student is not at SPS: Tahoma site.

##### *Contribution to Encroachment*

SPS: Tahoma shall contribute its fair share to offset special education's encroachment upon the County's general fund. Accordingly, SPS: Tahoma shall pay to the County a pro-rata share of the County's unfunded special education costs ("Encroachment"). At the end of each fiscal year, the County shall invoice SPS: Tahoma for SPS: Tahoma's pro-rata share of the County-wide Encroachment for that year as calculated by the total unfunded special education costs of the County (including those costs attributable to Charter School) divided by the total number of County ADA (including Charter School students), and multiplied by the total number of Charter School ADA. SPS: Tahoma ADA shall include all Charter School students, regardless of home district.

## Graduation and Competency

The Charter School will follow legal requirements and SELPA policies regarding graduation requirements for special education students. The Charter School recognizes that students with disabilities are entitled to a course of study that provides them with a free appropriate public education (FAPE) and that modifications to the Charter School's regular course of study may be needed on an individualized basis to provide FAPE. In accordance with law, each student's individualized education program (IEP) team shall determine the appropriate goals, as well as any appropriate individual accommodations necessary for measuring the academic achievement and functional performance of the student on daily instruction and state and internal assessments. The IEP team shall also determine the appropriate graduation track for each student with a disability based on the level of individualized accommodations and modifications documented in the IEP.

## **Services for Students under the IDEA when the School is an LEA and Member of SELPA**

*SPS: Tahoma is a member of the El Dorado County Charter SELPA. SPS: Tahoma reserves the right to seek membership in another SELPA. The following language applies while SPS: Tahoma is an LEA and member of the SELPA pursuant to Education Code Section 47641(a):*

Upon approval as a member of the SELPA, the Charter School shall be solely responsible and liable for providing special education services under the Individuals with Disabilities Education Improvement Act ("IDEIA") (20 U.S.C. 1400, et seq.) with respect to eligible students. All obligations of the authorizer recited above with respect to identifying, assessing, and serving special education students will default to SPS: Tahoma. SPS: Tahoma shall comply with all applicable State and Federal special education laws and the SELPA Local Plan and policies and procedures. As an LEA, SPS: Tahoma shall receive its State and Federal special education funds directly from the SELPA in accordance with the SELPA local allocation plan and shall utilize those funds to provide special education instruction and related services to eligible pupils. As an LEA, SPS: Tahoma shall be solely responsible for all special education costs which exceed State and Federal special education revenue, and shall participate in the SELPA governance and SELPA-wide benefits in accordance with the Local Plan and SELPA policies and procedures.

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

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

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

## Staffing

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

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

#### Notification and Coordination

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

#### Identification and Referral

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

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

#### Assessments

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

#### IEP Meetings

The Charter School shall arrange and notice the necessary 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 Executive Director and/or the Charter School designated representative with appropriate administrative authority as required by the IDEIA; the student's special education teacher; the student's general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the regular education program at the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEIA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

#### IEP Development

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

#### IEP Implementation

The Charter School shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents with timely reports on the student's progress as provided in the student's IEP 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.

#### Special Education Strategies

SPS: Tahoma is designed to meet the individual needs of each student and is well equipped to serve students with special needs effectively. The Charter School will offer a range of differentiated structures in the regular academic program to meet the unique needs of each student, build interventions and supports into the regular school day, and provide extra support to students during office hours before or after school.

The Charter School will aim to provide special needs students with what they need in the least restrictive environment possible, following an "inclusion" model where most services are provided in class. To this end, the Charter School may utilize strategies such as co-teaching, collaboration between Special Education teachers and core subject teachers, push-ins, and small group work, when appropriate to meet the needs of each student. Pull out classes may also be utilized when students need extra support. All services will be provided in accordance with the student's IEP.

#### Graduation and Competency

The Charter School will follow legal requirements and SELPA policies regarding graduation requirements for special education students. The Charter School recognizes that students with disabilities are entitled to a course of study that provides them with a free appropriate public education (FAPE) and that modifications to the Charter School's regular course of study may be needed on an individualized basis to provide FAPE. In accordance with law, each student's individualized education program (IEP) team shall determine the appropriate goals, as well as any appropriate individual accommodations necessary for measuring the academic achievement and functional performance of the student on daily instruction and state and internal assessments. The IEP team shall also determine the appropriate graduation track for each student with a disability based on the level of individualized accommodations and modifications documented in the IEP.





## ELEMENT B: MEASURABLE STUDENT OUTCOMES AND OTHER USES OF DATA

*“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.”*

*- California Education Code Section 47605(c)(5)(B)*

### Measurable Student Outcomes

The School’s outcomes are designed to align with the school’s mission, curriculum and assessments, the Common Core State Standards for Literacy and Mathematics, and the California State Standards for courses offered at SPS: Tahoma, and the applicable state priorities described in subdivision (d) of section 52060.

Upon graduation from the School, students will have demonstrated the following which indicate their ability to be self-motivated, competent life-long learners. Summit Public Schools believes that to prepare for success in college and then life as contributing members of society, students must also develop certain habits of success and cognitive skills, which are detailed in **Appendix E**.

Graduates will be able to meet the Expected School-wide Learning Results (ESLRs):

- Evaluate possibilities to make informed decisions
- Recognize how perspectives shape ideas and decisions
- Effectively articulate processes, ideas and concepts

Graduates will demonstrate mastery (a basic or higher proficiency as assessed by an objective rubric) of the following skills that will indicate their ability to meet the (ESLRs) listed above by earning a passing grade in each of the courses required for graduation. A list of the courses required for graduation and course descriptions created by Summit Public Schools teachers can be found in **Appendix E**. The required courses and curriculum are aligned to the Common Core State Standards and designed to develop specific cognitive skills and assess student progress in the development of those skills. By earning a passing grade in required courses, students demonstrate their mastery of these skills, which, in turn, indicates that the ESLRs have been met:

- Textual Analysis (Close Reading)
- Using Sources
- Inquiry
- Analysis & Synthesis
- Composing/Writing
- Speaking & Listening
- Products & Presentations

## **Charter School Outcomes that Align with the State Priorities**

Goals, actions, and measurable outcomes aligned with the eight state priorities:

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

SPS: Tahoma' LCAP identifies the skills, knowledge, and attitudes that reflect our educational objectives and how they are assessed by objective means that are frequent and with sufficient to determine whether pupils are making satisfactory progress. SPS: Tahoma LCAP includes a discussion of its Dashboard performance. A detailed discussion of the SPS: Tahoma performance on the Dashboard is included in the section on the renewal standard, above.

Pupil achievement measurements will include the following elements:

- (A) Alignment with state priorities 52060 (d)
- (B) Statewide assessments administered pursuant to Article 4 (commencing with Section 60640) of Chapter 5 of Part 33 or any subsequent assessment, as certified by the state board.
- (C) The percentage of pupils who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study that align with state board approved career technical educational standards and frameworks,
- (D) The percentage of English learner pupils who make progress toward English proficiency as measured by the ELPAC or any subsequent assessment of English proficiency, as certified by the state board.
- (E) The English learner reclassification rate.
- (F) The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher.
- (G) The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program.

SPS: Tahoma shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education. SPS: Tahoma reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter term through the annual LCAP update. SPS: Tahoma shall submit the LCAP to SCCOE 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 SPS: Tahoma at the school site. A copy of SPS:

Tahoma's 2019-2020 LCAP is included as **Appendix H**<sup>9</sup> and can also be found on SPS: Tahoma's website.

### Common Core Alignment

As detailed in Element A, the Common Core State Standards align closely with Summit Public School's framework for college readiness and Summit has been a leader in the work of transitioning to the new standards. Many of Summit's partners in this work are detailed in **Appendix F**, and Summit's Common Core-aligned rubrics, curricular materials, and assessment strategy can be found in **Appendix E**.

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## Charter School Outcomes that Align With the State Priorities

### Local Control and Accountability Plan ("LCAP")

The Charter School will produce a Local Control and Accountability Plan ("LCAP") using the LCAP template adopted by the State Board of Education. Pursuant to Education Code Section 47606.5, on or before July 1, 2016, 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 the Santa Clara 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 "sub priorities."

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<sup>9</sup> Due to the COVID-19 pandemic, Senate Bill 98 established that the LCAP and annual update to the LCAP are not required for the 2020-21 school year. SB 98 was superseded by Executive Order N-56-20, which was published in April 2020, and requires LEAs to develop and adopt a modified LCAP by December 15, 2020. SPS: Tahoma will submit all documents to the charter authority consistent with this revised legislative requirement.

## ELEMENT C: METHODS OF MEASUREMENT

*“The method by which pupil progress in meeting those pupil outcomes is measured.”*

*-- California Education Code Section 47605(b)(5)(C)*

The following assessment tools will be used at the indicated frequency to assess student progress in meeting the desired student outcomes. In addition to these tools, more information on Summit Public Schools’ assessment plan can be found in **Appendix E**.

<b>Assessment Tool</b>	<b>Frequency of Assessment</b>	<b>Topics Assessed</b>
California Smarter Balanced Assessments	Annually	English, Math
California State Standards Exams	Annually	Science
California High School Exit Exam	Annually	English, Math
English Language Proficiency Assessments for California	Annually	English Language Development
9 <sup>th</sup> Grade Test of Physical Fitness	Annually	Physical Fitness
Concept Units	Annually	Math
Cumulative Final Projects	Annually	English, Math, Science, History, Cognitive Skills
Advanced Placement Exams	During 11th & 12th grade	English, History, Math, Science, Spanish, College Readiness
PSAT	Annually	English, Math, College Readiness
ACT	Annually	English, Math, Science, College Readiness
SAT I	Annually	English, Math
SAT II	Annually	English, Math, History, Science, Spanish, College Readiness
Progress in coursework	Each semester	Textual Analysis, Using Sources, Inquiry, Analysis & Synthesis, Composing & Writing, Speaking & Listening, English, Math, History, Science, Spanish

Progress toward achieving Personalized Learning Plan goals	Each semester	Vary; may include cognitive skills, multiple subjects, and habits of success
Progress toward achieving Individual Education Plan goals	Each semester	Vary; dependent on IEP
Teacher-developed rubrics for projects and coursework, which may include: <ul style="list-style-type: none"> <li>● Experiment design</li> <li>● Problems of the Week</li> <li>● Research Projects</li> <li>● Revision Process</li> <li>● Complex Instruction Activity</li> <li>● Socratic Seminar</li> <li>● Classroom Discussion</li> <li>● Structured Academic Controversy</li> <li>● Peer Assessment</li> <li>● Persuasive Speech</li> <li>● Essay</li> <li>● Lab Report</li> </ul>	Ongoing	Textual Analysis, Using Sources, Inquiry, Analysis & Synthesis, Composing & Writing, Speaking & Listening, English, Math, History, Science, Spanish
Completion of all graduation requirements	Upon graduation	English, History, Math, Science, Spanish, College Readiness
Applications to four-year colleges	Upon graduation	College Readiness
Acceptance letters to four-year colleges	Upon graduation	College Readiness

**Use and Reporting of Data**

The primary tools to be used for collecting student data (including attendance) are PowerSchool and the Summit learning Platform, a database designed specifically for school use. In addition, the school will utilize the Overgrad database system to collect all college data and Zoom Data system to analyze classroom achievement. The four systems combined have the capability to record results for all of the tools described in the previous section.

**Collection**

- Standardized assessment results are all available electronically and are uploaded by the Executive Director or his/her designee.
- All results from assessments given at school are input by faculty members.
- All information pertaining to student goals is input by mentors or RSP teachers.
- Seniors, mentors and parents enter all college data into the Overgrad system.

## **Analysis**

- Individual students, their parents and mentor will analyze each student's individual performance on all of these measures listed below in the context of their semi-annual Personalized Learning Plan discussions. They will use this data to set goals and identify strategies to ensure the student is making progress towards those goals.
- The school faculty will analyze data from all of the tools listed for individual students, as well as school-wide, on an ongoing basis each semester. They will use this data to inform their teaching strategies and to identify students who may be in need of additional support or interventions. Time for this analysis is set aside during faculty meetings each semester as well as during the 7-8 weeks when students are participating in Expeditions.
- Faculty will review data schoolwide throughout the year to improve the educational program, as outlined in *Continuous Improvement* below.
- The Board will review the data and the faculty's analysis of it at least two times per year.

## **Reporting**

- Results from all of the tools listed above are available for each individual student and their parents to view at all times via a secure web-based platform that can be accessed from any internet connection or on specifically designated computers at the school during regular operating hours.
- Annually, the school will publish a School Accountability Report Card (SARC) that will be posted on the school's website and made available in the school lobby.
- On an as-needed basis, the School will publish bulletins reporting general student or school performance data.

## **Continuous Improvement**

SPS: Tahoma is committed to using student performance data to refine and improve the educational program. Specifically, the faculty will devote substantial amounts of time during each semester as well as substantial amounts of time during the 7-8 weeks while their students are participating in Expeditions to analyze the data, and to propose research-based changes to the educational program based upon it. Changes will be adopted based on full faculty consensus and planning for implementation will occur during the expedition periods.

Additionally, SPS: Tahoma has completed the extensive self study process and has attained accreditation school through the Western Association of Schools and Colleges ("WASC").

## **County Visitation/Inspection**

SPS: Tahoma will comply with a County Office of Education requested visitation process to enable the County Office of Education to gather information needed to validate the school's performance and compliance with the terms of this charter. SPS: Tahoma agrees to and submits to the right of the County Office of Education to make random visits and inspections or observations in order to carry out its statutorily required oversight in accordance with Education Code Section 47607.

## **Response to Inquiries**

Pursuant to Education Code Section 47604.3 the School shall promptly respond to all reasonable inquiries including, but not limited to inquiries regarding its financial records from the County Office of Education, County Board of Education, and the State Superintendent of Public Instruction.

## ELEMENT D: GOVERNANCE STRUCTURE

*“The governance structure of the school including, but not limited to, the process to be followed by the school to ensure parental involvement.”*

*-California Education Code Section 47605(c)(5)(D)*

### Legal Status

Summit Public Schools<sup>10</sup> has constituted itself as a California non-profit public benefit corporation pursuant to California law and is recognized as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code. . Summit Public Schools’ Articles of Incorporation, as amended and restated, state:

*The specific purposes of this Corporation are as follows: (1) to train, consult and advise public school teachers and administrators, and to support, and administrative services and other services to public schools; (2) to manage, operate, guide, direct and promote one or more public charter schools (“Charter Schools”); and (3) for other charitable educational purposes as may occur from time to time.*

Pursuant to the second stated legal purpose of Summit Public Schools, SPS: Tahoma will be operated by Summit Public Schools in accordance with Education Code Section 47604(a). Summit Public Schools and SPS: Tahoma shall be governed pursuant to the corporate bylaws, as amended and supplemented, adopted by the Board of Directors of Summit Public Schools which shall be consistent with the terms of this charter, the Charter Schools Act, and all other applicable laws. Summit Public Schools Articles of Incorporation and approved by-laws are included in **Appendix N**.

SPS: Tahoma shall operate autonomously from its authorizer, the Santa Clara County Office of Education, with the exception of supervisory oversight as required by statute. Pursuant to Education Code Section 47604(c), the Santa Clara County Office of Education, shall not be liable for the debts and obligations of Summit Public Schools or SPS: Tahoma, or for claims arising from the performance of acts, errors, or omissions by the school, as long as the Santa Clara County Office of Education has complied with all applicable oversight responsibilities required by law.

### Board of Directors of Summit Public Schools

Summit Public Schools is governed by a Board of Directors (the “Board”). The Board shall be ultimately responsible for the operation and activities of the School. The Board shall be governed in its operations and its actions by the corporate bylaws of which shall be consistent with the charter, the Charter Schools Act and all other applicable laws. The primary methods for executing their responsibilities include, but are

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<sup>10</sup> The organization that is Summit Public Schools as described and referenced in this charter petition was originally incorporated under the name of The Summit Institute. The Summit Institute filed a Certificate of Amendment to the Articles of Incorporation for a name change with the Secretary of State on June 29, 2012, and the name change to Summit Public Schools was approved. As such, we have used Summit Public Schools throughout this document.



not limited to, creating, adopting and monitoring a long term strategic plan and associated budget, and employing and evaluating the performance of the Charter School.

Pursuant to the bylaws, the Board will consist of at least three members and shall not exceed fifteen members. Each Board member serves a three year term. Terms are staggered to ensure that at any given time no more than one third of the members have less than one year of experience on the board. New Board members will be mentored by experienced members during their first year. Board members are appointed by the Board, with input from the leadership of Summit Public Schools, such that the Board contains expertise in many varying fields and is able to offer advice, direction, and discussion for each Summit Public School.

Board members' terms will expire according to the Board of Directors with Term Expiration Dates chart, included below. Board members are not subject to a limit on the number of terms they may serve. Board members shall have experience in one or more areas critical to charter schools success: education, school administration, school finance, corporate structure, accounting, legal compliance, leadership or fundraising.

**Summit Public Schools Board of Directors with Term Expiration Dates**

<b>Member</b>	<b>Position</b>	<b>Term Expiration Date</b>
Robert Oster	Chairperson	July 2020
Steven Humphreys	Member	July 2019
Blake Warner	Secretary	July 2021
Meg Whitman	Member	July 2021
Andrew Thompson	Member	March 2020
Diego Arambula	Member	October 2018

In addition, in accordance with Education Code Section 47604(b), the governing body that grants the charter to a charter school to be operated by a nonprofit public benefit corporation, which is formed and organized pursuant to the Charter Schools Act of 1992 shall be entitled to a single representative on the Board. Accordingly, the Authorizer may choose to appoint a representative to serve on the Summit Public Schools Board.

**Board Responsibilities**

The Board will meet on a regular basis. Summit Public Schools will provide a means and opportunity for members of the public, including the Summit Public Schools community, to attend each board meeting via teleconference at each school site. . The responsibilities of the Board include but are not limited to:

- Strategic planning
- Uphold the mission of the Charter School
- Oversee the implementation of the charter
- Approve and monitor the school budget, fiscal reports, and the Charter School's fiscal practices
- Approve contracts and expenses
- Receive and review the yearly independent financial audit
- Approve and monitor the school's facility arrangements and plans

The Board will comply with all federal, state and local laws that are applicable to Summit Public Schools , including but not limited to the Brown Act and the Political Reform Act. Summit Public Schools has adopted a conflict of interest code, which is included in **Appendix O**. The organization will retain its own legal counsel when necessary, and will purchase and maintain, as necessary, general liability, officers and directors', property, workers' compensation, and unemployment insurance policies.

Summit Public Schools may initiate and carry out any program or activity, or may otherwise act in any manner which is not in conflict with or inconsistent with, or preempted by any law and which is not in conflict with the purposes for which charter schools are established.

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 officer or employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audits, 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 Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

The Board of Directors will attend an annual in-service for the purposes of training individual board members on their responsibilities with topics to include at minimum conflicts of interest and the Brown Act.

#### **Chief Executive Officer**

- Fundraising
- Facilitating communication between the Board and the Executive Director
- Facilitating communication between external stakeholders and schools
- Monitoring charter school policy
- Lead training and professional development for leadership candidates

#### **Executive Director**

The day-to-day management of the Charter School shall be by the Executive Director. The Executive Director will work full-time within the school. The Executive Director will communicate directly with the Board of Directors and will communicate with the County Board of Education through the County Superintendent or designee as necessary. The Executive Director is fully responsible for the execution of all Board policy, all day-to-day operations, and all functions of the school.

The responsibilities of the Executive Director or his/her designee may include, but are not limited to, the following:

- Attend authorizer Administrative meetings as necessary and stay in direct contact with the authorizer regarding changes, progress, etc.
- Supervise all employees of the School.
- Provide timely performance evaluations of all School employees.
- Propose policies for adoption by the Board.
- Provide comments and recommendations regarding policies presented by others to the Board.
- Communicate with School legal counsel and any outside consultants.
- Stay abreast of school laws and regulations.
- Participate in the dispute resolution procedure and the complaint procedure when necessary.
- Establish and execute enrollment procedures.
- Develop and administer the budget in accordance with generally accepted accounting principles.
- Provide assistance and coordination to the faculty in the development of curriculum.

- Oversee parent/student/teacher relations.
- Attend IEP meetings when necessary.
- Supervise student disciplinary matters.
- Coordinate the administration of Standardized Testing.
- Plan and coordinate student orientation.
- Attend all Charter Board meetings and attend as necessary at District Board of Education meetings as the charter representative.

### **Board Committees**

The Board may appoint one or more committees composed of faculty, parents, community members or other members of the public with varying areas of expertise. The purpose of a committee is to provide advice, expertise and resources as necessary related to charter schools, finances, facilities, and other areas relevant to the success of the school. The committees will be selected by the Board of Directors.

### **Parent Participation & Parent Organization**

As the school is being established to serve the needs of the students, it is imperative that families are actively involved. SPS: Tahoma parents are strongly encouraged to become actively involved in the Charter School and in their child's education. Several opportunities for parent involvement exist and include:

- Parents participate in the annual development of their child's Personalized Learning Plan.
- Parents are encouraged to attend the several Parent Education Nights held each year. Evenings are planned by the parent organization in conjunction with the school administration. Meetings address such topics and college preparation, financial aid, SAT prep, school finances, and organizational planning.
- Parents are invited to all charter school social functions.

SPS: Tahoma has encouraged parents to the Parent Organization established to facilitate communication between all members of the Charter School community and to help meet the goals and objectives of the school. Charter School administration meets regularly with the leadership of the Parent Organization to discuss parent community questions, concerns, and ideas. SPS: Tahoma parents have developed their own organization based on the needs of the Charter School community. The Charter School will ensure that meetings of the Parent Organization are accessible to all parents via appropriate means, such as translation.

SPS: Tahoma asks all parents or guardians of SPS: Tahoma students to make their best effort to contribute at least 30 hours (Community Hours) per family each school year. Participation is voluntary and there are a variety of on-site and at-home, short-term and ongoing, day-time and evening opportunities that families can participate in. **Parental involvement is not a requirement for acceptance or enrollment in the Charter School and** no student will receive any kind of adverse action from the Charter School due to a parent's non-participation. The assignment, managing, and tracking of community hours are the responsibility of the SPS: Tahoma Parent Organization with the input and assistance of the Executive Director. All parents and guardians are notified of their responsibilities and expectations of them via the policies that are distributed during the mandatory orientation, enrollment period, and are also available on the school website and in the lobby of the school.

## **ELEMENT E: QUALIFICATIONS OF SCHOOL EMPLOYEES**

*“The qualifications to be met by individuals to be employed by the school.”*

*- California Education Code Section 47605(c)(5)(E)*

SPS: Tahoma will recruit professional, effective and qualified personnel for all administrative, instructional, and non-instructional support positions. All employees will demonstrate a belief in the mission, program design, instructional philosophy, and curriculum documented in this charter. All employees of the school will be employees of Summit Public Schools.

In accordance with Education Code 47605(e)(1), Summit Public Schools shall be nonsectarian in its employment practices and all other operations. Summit Public Schools shall not discriminate against any individual (employee or pupil) on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). All employees are expected to possess the personal characteristics, skills, knowledge and experience required by their job description as determined by the school. All employees must comply with the employee processing policies and procedures (to include, but not limited to, fingerprints, criminal records, proof of identity, right to work in the United States, and TB screening). The Charter School will comply with all State and federal laws concerning the maintenance and disclosure of employee records.

### **Specific Qualifications for all Staff**

The Board of Directors shall define specific employee minimum qualifications that shall include, but not be limited to, the following:

- Commitment of time, energy, and effort in developing SPS: Tahoma’s program.
- Belief in the basic philosophy of emphasizing the core curriculum.
- Commitment to working with parents as educational partners.
- Strong written and verbal communication skills.
- Knowledge of the developmental needs of students.
- Awareness of the social, emotional and academic needs of the students.
- Ability to plan cooperatively with other staff.
- Willingness to continue education through additional courses and training, workshops, seminars and staff development.
- Active participation in faculty meetings.
- Focus on working closely with the school faculty by providing any information regarding a student's behavior change, attitude and/or classroom performance.
- Take a leadership role in some aspect of the School’s development.

### **Administrators**

The Executive Director and at SPS: Tahoma shall possess leadership abilities and a comprehensive educational vision that is consistent with the school’s mission and educational program. In addition, the Executive Director shall possess skills in hiring and supervising excellent teachers, and, if possible, business experience.

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SPS: Tahoma administrators should possess a master's degree or higher in education and have demonstrated at least three years of successful teaching experience. SPS: Tahoma administrators will demonstrate proficiency on the California/Interstate School Leader Licensure Consortium's six Professional Standards for Educational Leaders. SPS: Tahoma will give preference to administrative candidates who hold a valid California Administrative Services Credential or those who have met the California standard for passage of the School Leaders Licensure Assessment. Sample job descriptions are contained in **Appendix P**.

## Teachers

Instructional employees will hold appropriate California teaching certificates or permits issued by the Commission on Teacher Credentialing. SPS: Tahoma will comply with Section 47605(l) (1), which states:

*"Teachers in charter schools shall hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. These documents shall be maintained on file at the charter school and are subject to periodic inspection by the chartering authority. A governing body of a direct-funded charter school may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations in the same manner as a governing board of a school district. A charter school shall have authority to request an emergency permit or a waiver from the Commission on Teacher Credentialing for individuals in the same manner as a school district."*

SPS: Tahoma will require each teacher to have the Crosscultural, Language, and Academic Development ("CLAD") qualifications required by the CTC as part of their credential. Special Education teachers will be required to hold compliant credentials in Special Education.

In addition to the specific qualifications expected of all SPS: Tahoma staff members, the following qualifications are expected of all teachers:

- Strong instructional leadership.
- Caring about students and their success in learning.
- Familiarity with or willingness to be trained in SPS: Tahoma's curriculum, instructional methodology, and procedural compliance.
- Demonstrable effectiveness in teaching, mentoring, and writing.
- Commitment to the philosophy of the charter school and the mission.
- Accepting the parent as a vital partner in the learning process.
- Working flexible schedules in order to accommodate the varying needs and schedules of enrolled students, parents and community.
- Deep commitment to student achievement.
- Accepting responsibility and accountability for instruction.

The expectations and responsibilities of SPS: Tahoma's teachers are included in **Appendix P** which details Sample Job Descriptions.

SPS: Tahoma may also employ or retain non-certificated instructional support staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional support capacity. Instructional support staff will not serve as the teacher of record for individual pupils and may not assign grades or

approve student work assignments without the approval of the teacher of record, except in non-core, non-college preparatory courses and activities.

### **Non-Instructional**

All non-instructional staff will possess experience and expertise appropriate for their position with SPS: Tahoma as determined by the Executive Director in accordance with any compliance requirement.

### **Services Provided Via Contractors**

SPS: Tahoma will receive service from employees of organizations with which SPS: Tahoma contracts. Additionally, SPS: Tahoma will receive financial, human resource, technology, leadership, facilities and professional development services from Summit Public Schools. SPS: Tahoma will ensure that the qualification of the employees of contractors and Summit Public Schools are consistent with the expectations for SPS: Tahoma's employees.

### **Professional Development**

Each faculty and staff member has a Personalized Learning Plan for Professionals. The plan is developed by the employee with the input and approval of the Executive Director. The plan asks the employee to identify a set of professional development goals from a list of educator skills and habits of success that have been identified as most pertinent to the success of an SPS: Tahoma educator in the domains of vision & implementation, culture & community, learning, building teams, self awareness & management, social awareness & interpersonal, and decision-making & leadership. The plan identifies the teacher's present level of performance in each strand using a common rubric. The plan indicates the employee's annual goals for growth in one or more strands, how the goals will be measured and what will define success. Additionally, a personalized plan for achieving the goals is designed, and subsequently supported by the Charter School and its professional development activities throughout the year. There is significant time built into the annual calendar for professional development, including while students are in Expeditions and regularly during the school day. **Appendix R** provides an example of how this time may be utilized.

### **Teacher Recruitment and Development**

Summit Public Schools regularly attracts teaching candidates from the nation's top teacher preparation programs, such as Stanford, Harvard, New York University, UC Berkeley, and Columbia. Candidates are screened by multiple Summit faculty members and undergo a rigorous interview process. Support for teachers new to Summit may include the plans outlined in the Professional Development section, as well as some or all of the following:

- Summer of Summit, a hands-on intensive training institute
- Faculty Orientation
- Course Level Teams, which meet regularly during the school year to share best practices and strategies for instruction in each course area
- Grade Level Teams, which meet regularly during the school year to coordinate instruction, discuss student progress, and develop strategies for supporting all students
- Leadership Team Meetings, regular meetings of school faculty to collaborate and engage in school leadership

## **ELEMENT F: HEALTH AND SAFETY PROCEDURES**

*“The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237.”*

*- California Education Code Section 47605(c)(5)(F)(i)*

*“The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282.*

*- California Education Code Section 47605(c)(5)(F)(ii)*

*“That the school safety plan be reviewed and updated by March 1 of every year by the charter school.*

*- California Education Code Section 47605(c)(5)(F)(ii)*

A healthy and safe environment is imperative to productive teaching and learning. SPS: Tahoma will maintain and implement a comprehensive set of health, safety, and risk management policies in consultation with the School’s insurance carriers. These policies will be reviewed and updated as required in response to any change in conditions or operations that may affect the health and safety of students and staff. The policies will be incorporated as appropriate into the Student / Parent policies and the Employee handbook. **Appendix EE** contains Summit Public Schools’ and SPS: Tahoma’s site safety plan.

The following summarizes the health and safety policies of SPS: Tahoma:

### **Procedures for Background Checks**

Employees and contractors at SPS: Tahoma will be required to submit to a criminal background check and furnish a criminal record summary as required by Ed. Code 44237 and 45125.1. New employees must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. Summit Public Schools shall monitor compliance with this policy. 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 classified and certificated staff will be mandated child abuse reporters and will follow all applicable reporting laws.

### **TB Testing**

SPS: Tahoma will follow the requirement of Education Code Section 49406 in requiring tuberculosis risk assessment and/or testing of all employees.

### **Immunizations**

SPS: Tahoma will adhere to all applicable laws related to immunizations of students pursuant to Health and Safety Code Section 120325-120375, and Title 17, California Code of Regulations Section 6000-6075.

### **CPR /First Aid Training**

All employees at SPS: Tahoma should be CPR/First Aid trained.

### **Medication in School**

SPS: Tahoma will adhere to Education Code Section 49423 regarding administration of medication in school.

### **Vision/Hearing/Scoliosis**

SPS: Tahoma shall adhere to Education Code Section 49450 et. seq. as applicable to the grade levels served by the School.

### ***Suicide Prevention Policy***

SPS: Tahoma shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. SPS: Tahoma shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy.

### **Prevention of Human Trafficking SPS**

SPS: Tahoma shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 9 through 12 of human trafficking prevention resources.

### ***Feminine Hygiene Products***

To the extent SPS: Tahoma student population meets or exceeds the 40% federal pupil poverty threshold, SPS: Tahoma will stock at least 50% of its restrooms with feminine hygiene products, and shall not charge students for these products, pursuant to Education Code Section 35292.6.

### **Nutritionally Adequate Free or Reduced Price Meal**

The Charter School shall provide each needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code Section 49553(a), during each school day.

### ***California Healthy Youth Act***

SPS: Tahoma shall teach sexual health education and human immunodeficiency virus (“HIV”) prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, et seq.).

### ***Bullying Prevention***

SPS: Tahoma shall adopt procedures for preventing acts of bullying, including cyberbullying. SPS: Tahoma shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children

### **Emergency Preparedness**



SPS: Tahoma shall adhere to an Emergency Preparedness Plan drafted specifically to the needs of the school site in conjunction with law enforcement and the Fire Marshall. This plan shall include but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. If assuming a facility used prior as a School site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for the Charter School.

### **Blood borne Pathogens**

SPS: Tahoma shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. Summit Public Schools Board has established a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (“HIV”) and hepatitis B virus (“HBV”). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

### **Facility Safety**

SPS: Tahoma shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the California Building Standards Code. The School agrees to maintain visitor policies, test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The School shall conduct fire drills at least twice per school year in accordance with Title 5 California Code of Regulations Section 550.

### **Drug Free/Smoke Free Environment**

SPS: Tahoma shall maintain a drug and alcohol and smoke free environment.

### **Integrated Complaint and Investigation Procedure**

SPS: Tahoma adopted a comprehensive complaint and investigation procedure to centralize all complaints and concerns coming into the Charter School. Under the direction of the Board of Summit Public Schools, the Executive Director shall be responsible for investigation, remediation, and follow-up on matters submitted to the Charter School through this procedure.

### **Comprehensive Sexual Harassment Policies and Procedures**

SPS: Tahoma is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. Summit Public Schools has adopted a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at the School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School policy included in **Appendix S**.

### **COVID-19 Safety**

SPS: Tahoma is committed to the health and safety of our students and staff during the coronavirus pandemic. SPS: Tahoma has established protocols to ensure safety of students and staff in alignment with the Centers for Disease Control and local health department guidelines. These protocols include, but are not limited to, daily health screenings, face coverings at all times for all students and staff, maintaining social distancing on school grounds, limiting access to visitors, washing hands upon entry into buildings and rooms and regularly during the day, cleaning and disinfecting high touch surfaces daily and rapid

response protocols if a student and/or staff member has COVID-19 symptoms, tests positive for COVID, and/or has had direct contact with someone who has the virus.

**Appendix EE** contains a copy of SPS: Tahoma's School Site Safety Plan, which has specific policies related to COVID-19.

### **Procedures**

Summit Public Schools on behalf of the Charter School adopted procedures to implement the policy statements listed above.

## ELEMENT G: RACIAL AND ETHNIC BALANCE

*The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.*

*- California Education Code Section 47605(b)(5)(G)*

SPS: Tahoma will strive to recruit a student population that will be reflective of the school age population of the granting agency. SPS: Tahoma will engage in a variety of means and strategies to try to achieve a racially, ethnically, SPED, EL and socioeconomically diverse student population. We do this by developing understanding and knowledge about the specific communities in which each of our schools are located, actively monitoring the diversity of the incoming students through our recruitment process, and thoughtfully conducting focused outreach to underrepresented communities. These strategies will include:

- Enrollment timeline and process that allow for a broad-based recruiting and application process
- Outreach efforts via neighborhood groups, family- and youth-serving organizations, religious organizations and other community organizations
- Marketing brochures and TV/radio public service advertisements targeted toward diverse populations and, when needed, in various languages
- Each year the School shall review its racial, ethnic, SPED and EL balance and these policies to determine which policies and practices are the most effective in achieving a diverse student population.

A detailed description of the ongoing recruitment activities for each year's entering 9<sup>th</sup> grade class is included in **Appendix CC**.

## ELEMENT H: STUDENT ADMISSIONS POLICIES AND PROCEDURES

*Admission requirements, if applicable.*

*- California Education Code Section 47605(b)(5)(H)*

The Board of Directors, with the advice of the Governance Council, shall determine all policies, processes, and procedures governing application, admission, and enrollment at SPS: Tahoma. All students attending SPS: Tahoma must follow the application, admission, and enrollment policies of the school.

The website and intent to enroll form for admission to SPS: Tahoma shall include information that allows students and parents to be informed about the school's operation as a charter school, its educational programs, the academic and behavioral expectations of students, and the rights and responsibilities of students and parents who wish to become part of the Charter School. A sample intent to enroll form is attached as **Appendix T**.

The Board shall have the sole authority to determine the size and grade-level breakdown of the student body at SPS: Tahoma. The determination of school capacity shall be based on, among other things, the school's academic program, the school's fiscal viability, the educational needs of currently enrolled students, the capacity of the school site, and the level of interest shown by students who want to attend the school.

### **Admission Criteria**

SPS: Tahoma shall be open to all students at the appropriate grade levels who wish to attend within the minimum and maximum age requirements specified in applicable law. SPS: Tahoma shall be open to all students without regard for the place of residence of students or parents within California except as provided in Education Code Section 47605(d)(2). If oversubscribed, admission to SPS: Tahoma, except for existing students, shall be determined by public random drawing in accordance with the preferences listed in the next section.

The only admission requirement is that students wishing to attend SPS: Tahoma must follow the school's admission procedures with respect to completing intent to enroll forms and enrollment paperwork by the announced deadlines.<sup>11</sup> The open enrollment deadlines, which will normally be in the winter or spring for admission in August, shall be coordinated, when possible, with local public schools to give students and their parents opportunity to consider the full range of educational opportunities available to them. Late Intent to enroll forms will be held in abeyance in order to conduct a subsequent lottery. An admission priority list will be generated from this subsequent drawing, and will be added to the end of the existing admission priority list in the order drawn. Late return of enrollment paperwork following notification of admission shall result in loss of admission offer.

There shall be no admission testing or other evaluation required of any applicant. SPS: Tahoma shall not charge an application fee nor shall it charge tuition. SPS: Tahoma will not require any monetary or other contribution as a condition for application, admission, enrollment, or participation in any of the school's educational activities. **Parental involvement and/or volunteering is not a requirement for acceptance**

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<sup>11</sup> In the case of a homeless or foster youth who gains admission to SPS: Tahoma, the school will waive the enrollment procedures in accordance with applicable legal requirements, to ensure that such students gain entry without delay, upon admission.

**or enrollment in the Charter School** and no student will receive any kind of adverse action from the Charter School due to a parent's non-participation.

SPS: Tahoma shall be nonsectarian in its admission and enrollment policies and shall not discriminate against any student on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).

### **Public Random Drawing and Preferences**

Intent to Enroll forms will be accepted during a publicly advertised open application period each year for enrollment in the following school year. Following the open enrollment period each year, intent to enroll forms shall be counted to determine whether any grade level has received more applications than availability. If the number of students who wish to attend SPS: Tahoma exceeds the Charter School's capacity, enrollment, except for existing students, shall be determined by a public random drawing for each grade level. The following groups shall be exempt from the public random drawing:

1. Existing students
2. Children of current Summit Public Schools employees and founders of SPS: Tahoma. This exemption may total up to 10% of enrollment. Founders of SPS: Tahoma have been identified and described in **Appendix BB - Founding Group**.

Preference in the public random drawing shall be provided in the following order of declining priority:

1. Siblings of currently enrolled students or graduates of SPS: Tahoma residing within the boundaries of the District
2. Students who are enrolled in, or reside in the attendance boundaries of the public elementary school where SPS: Tahoma is located<sup>12</sup>
3. Students residing within the boundaries of the District
4. Siblings of currently enrolled students or graduates of SPS: Tahoma residing outside the boundaries of the District
5. All other students who wish to attend the Charter School

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to keep their name on a wait list according to their draw in the public random drawing. This wait list, called an admission priority list, will allow students the option of enrollment in the case of an opening prior to or during the first 15 school days of the school year. In no circumstance will an admission priority list be carried beyond the first 15 school days of the school year or into the following school semester.

Five school days into the new school year, SPS: Tahoma will notify all families that the admission priority list will be cleared after another 10 school days (15 school days into the school year). Upon receipt of such notice, families will have 10 school days to re-apply, if they are interested in enrollment for the current school year. Fifteen days into the new school year, SPS: Tahoma will hold another public random drawing, and will fill any subsequent openings during the school year based upon that list. The order of admission of students at any time during the school year shall be based solely on the order of applicants on the admission priority list. SPS: Tahoma shall maintain a list of students interested in transferring to the school. When both of the following statements are true, another public random drawing will be

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<sup>12</sup> This preference will only be utilized during fiscal years when the Charter School is eligible to, and does participate in the Charter School Facility Grant Program.

conducted for the open spaces as described above: (1) one or more spaces becomes available and there are more applicants than spaces available **and** (2) (a) the admissions priority list has been exhausted, (b) the date is after the first 15 school days of the school year, or (c) the date is after the conclusion of the school semester.

Public random drawing rules, deadlines, and dates and times will be communicated in the enrollment applications and on the Charter School's website. Public notice for the date and time of the public drawing will also be posted once the application deadline has passed. Copies of the process as described in the charter will be available at the lottery and the school offices during open enrollment. Families need not be present at the drawing to participate. Families will be notified of their status using contact information provided on the application subsequent to the drawing, at which time they will also be notified of the timeline for accepting an offer of admission and completing enrollment paperwork (typically 2-4 weeks) if an offer was made.

### ***Transfer Students***

For students applying to transfer to SPS: Tahoma after the beginning of their 9th grade year, all of the above guidelines will be followed for each public random drawing. In order to determine which grade level lottery would be most appropriate for the applying family, SPS: Tahoma will ask for a high school transcript from the student and will carefully determine which grade level will maximize the student's chance to meet the graduation requirements at the school. The student will then be placed in the appropriate grade level lottery at the discretion of the Executive Director.

### **Conditions of Enrollment**

SPS: Tahoma shall have the following requirements that must be met by each student and their family before beginning classes at the School:

- Complete enrollment/registration forms including student data sheet, emergency information cards and other required documents.
- Provide records documenting immunizations required by charter schools (as described above)

Admission tests will not be required; however, assessments will be administered to determine individual instructional programs once students are admitted. These tests will serve as diagnostics of students' reading, writing and math skills.

## ELEMENT I: FINANCIAL AUDITS

*“The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.”*

*- California Education Code Section 47605(c)(5)(l)*

An annual independent fiscal audit of the books and records of SPS: Tahoma will be conducted as required under the Charter Schools Act, section 47605(c)(5)(l) 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 and 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 Guide.

the Board of Summit Public Schools will approve the proposed independent auditor and contract each spring. The auditor will have, at a minimum, a CPA and educational institution audit experience and 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.

It is anticipated that the annual audit will be completed within four months of the close of the fiscal year and that a copy of the auditor's findings will be forwarded to the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Executive Director, along with the audit committee, will review any audit exceptions or deficiencies and meet with the County Office of Education with regard to resolution of audit exceptions or deficiencies to the satisfaction of the County Office of Education and shall report to the Board of Directors of Summit Public Schools with recommendations. The Board of Summit Public Schools will submit a report to the County Office of Education describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the County Office of Education along with an anticipated timeline for the same. Any appeals of audit exceptions will be made to the Education Audit Appeals panel (“EAAP”) in accordance with applicable law.

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

Under the management of Summit Public Schools, every Summit school has received a clean audit in every year of its operation.

## ELEMENT J: SUSPENSION / EXPULSION PROCEDURES

*“The procedures by which pupils can be suspended or expelled.”*

*- California Education Code Section 47605(b)(5)(J)*

Summit Public Schools is committed to using restorative practices in order to build a strong student and faculty culture, a community of mutual respect, and to reduce discipline referrals, suspensions and expulsions. Summit draws best practices from the International Institute for Restorative Practices and provides ongoing training on restorative practices to faculty throughout the school year. The philosophy, faculty objectives, student objectives and a list of resources are included in **Appendix U**.

In cases where suspension and expulsion are necessary, SPS: Tahoma will follow a comprehensive set of suspension and expulsion policies which are attached in **Appendix V**. The policies will be printed and distributed as part of SPS: Tahoma’s Student/Parent policies and will clearly describe the Charter School’s expectations regarding attendance, mutual respect, substance abuse, violence, safety, and work habits, and the policies and procedures for student discipline. On an annual basis, each student and his or her parent or guardian will be required to verify that they have reviewed and understand the policies prior to enrollment. These policies will provide all students with an opportunity for due process and will conform to applicable federal and state law regarding students with exceptional needs.

Specifically, the SPS: Tahoma Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all students at Summit Public Schools (“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. Such modifications may be made without the need to amend the charter so long as the amendments comply with legal requirements.

No student will be involuntarily disenrolled, dismissed, or transferred by the charter school for any reason, unless the parent or guardian has been provided written notice at least five school days before the effective date of the removal. For all involuntary removals, including expulsions and dismissals for non-disciplinary reasons, parents must be informed of their right to a hearing before the effective date of the removal. If the student’s parent or guardian initiates the hearing procedures, the student must remain enrolled until the charter school issues a final decision.



## ELEMENT K: COMPENSATION AND BENEFITS

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

*-California Education Code Section 47605(c)(5)(K)*

The financial compensation for Charter School employees is determined in accordance with the Summit Public Schools Compensation Policy and/or action by the Board of Directors. The Compensation Policy is reviewed and updated every 2-3 years using a consensus based decision making process and includes the following components of compensation: salary, benefits (medical, dental, vision, and retirement), paid time off, leaves of absence, and additional benefits.

The Human Resources, Talent and Finance Teams at Summit Public Schools will oversee the arrangements, including required contributions and deductions, for retirement coverage for all SPS: Tahoma employees.

All certificated employees of SPS: Tahoma shall participate in the State Teachers Retirement System (STRS). All non-certificated employees will participate in a 401(a) retirement plan.

SPS: Tahoma will make all required employer contributions. SPS: Tahoma will also make contributions for workers’ compensation insurance, unemployment insurance and any other payroll obligations of a California employer.

Refer to the Employee Handbook in **Appendix K** and Compensation Policy in **Appendix GG** for more information on compensation and benefits.

## **ELEMENT L: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES**

*“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.”*

*- California Education Code Section 47605(c)(5)(L)*

Students who opt not to attend SPS: Tahoma may attend school district of residence schools or pursue an inter-district transfer in accordance with existing enrollment and transfer policies of their district or county of residence. Parents or guardians of each pupil enrolled in SPS: Tahoma shall be informed that the pupil(s) has no right to admission in a particular school of any local education agency (or program of any local education agency) as a consequence of enrollment in SPS: Tahoma, except to the extent that such a right is extended by the local education agency.

## ELEMENT M: RIGHTS OF SCHOOL DISTRICT EMPLOYEES

*“A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.”*

*-California Education Code Section 47605(c)(5)(M)*

All employees of SPS: Tahoma shall be considered the exclusive employees of Summit Public Schools and not any school district or the East Side Union High School District or Santa Clara County Office of Education unless otherwise mutually agreed in writing. Employees of the District or County who resign from employment to work at Summit Public Schools and who later wish to return to the District or County shall be treated the same as any other former District or County employee seeking reemployment in accordance with District or County policy, applicable law, and applicable bargaining agreements. Summit Public Schools shall not have any authority to confer any rights to return on District or County employees. Sick or vacation leave or years of service credit at the East Side Union High School District, Santa Clara County Office of Education, or any school district shall not be transferred to the Charter School. Employment in the Charter School by Summit Public Schools provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

A former employee of any school district shall have the following rights:

- Any rights upon leaving the employment of a local education agency to work in the charter school that the local education agency may specify.
- Any rights of return to employment in a local education agency after employment in the charter school as the local education agency may specify.
- Any other applicable rights upon leaving employment to work in the charter school that are outlined in law.

## **ELEMENT N: DISPUTE RESOLUTION**

*“The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.”*

*- California Education Code Section 47605(c)(5)(N)*

### **Intent**

The intent of this dispute resolution process is to (1) resolve disputes within the school pursuant to the school’s policies, (2) minimize the oversight burden on the County Office of Education, (3) ensure a fair and timely resolution to disputes, and (4) frame a charter oversight and renewal process and timeline so as to avoid disputes regarding oversight and renewal matters. The Charter School understands that agreement to a dispute resolution process must be bilateral and the Charter School cannot unilaterally bind the County Office of Education to a specific procedure. As such, the following represents the Charter School’s proposed process for resolving disputes between the County Office of Education and the Charter School. The Charter School agrees that this process may be revised as agreed upon by the County Office of Education and Charter School in a mutually agreed upon MOU.

### **Public Comments**

The staff and Board and Santa Clara County Office of Education agree to attempt to resolve all disputes regarding this charter pursuant to the terms of this section. Both shall refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

### **Disputes Arising from within SPS: Tahoma**

Disputes arising from within the school, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and governing board members of the school, shall be resolved pursuant to policies and processes developed by the Charter School. The Santa Clara County Office of Education shall not intervene in any such internal disputes without the consent of the Board of Directors of the Charter School and shall refer any complaints or reports regarding such disputes to the Board of Directors or the Executive Director for resolution in keeping with the School’s policies. The County Office of Education agrees not to intervene or become involved in the dispute unless the dispute has given the County Office of Education reasonable cause to believe that a violation of the material provisions of the charter or related laws or agreements has occurred, or unless the Board of Directors of the Charter School has requested the County Office of Education to intervene in the dispute.

### **Disputes Between SPS: Tahoma and the Santa Clara County Office of Education**

The School and the County Office of Education will always attempt to resolve any disputes between them amicably and reasonably without resorting to formal procedures.

- **Actions That Could Lead to Revocation: Charter School Due Process**  
In the event that the County Office of Education determines that the Charter School has engaged in an act that could lead to revocation of the charter, the County Office of Education and the Charter School shall have a face-to-face meeting within 10 days of the Superintendent’s and/or designee’s determination that a violation has occurred. Present in the face-to-face meeting shall be at least the County Superintendent of Schools or designee thereof and the School’s Executive Director or designee thereof. If, after such meeting, the County Board determines that an alleged violation has occurred which requires a cure, the County Board may act to send a formal written notification to the School outlining the alleged

violation and demanding the violation be cured in accordance with Education Code Section 47607. The School shall have a reasonable amount of time after the date such formal written notice was sent to cure the alleged violation. If the alleged violation cannot be cured within the time period specified by the County Office of Education, the parties may agree to another predetermined time to commence to cure and diligently prosecute the cure to completion. Thereafter, if necessary, revocation of the charter may be commenced by the County Board of Education in accordance with Education Code Section 47607 or applicable law.

- Disputes not Leading to Revocation: Dispute Resolution  
In the event that SPS: Tahoma and the Santa Clara County Office of Education have disputes regarding the terms of this charter or any other issue regarding the School and the relationship of the Santa Clara County Office of education and the School, both parties agree to follow the process outlined below.

In the event of a dispute between SPS: Tahoma and the Santa Clara County Office of Education, the staff and Board of the Charter School and the County Office of Education administration agree to first frame the issue in written format and refer the issue to the Superintendent of the County Office of Education and the Executive Director of SPS: Tahoma. The party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the party; (2) a statement of the facts of the dispute, including information regarding the parties' attempts to resolve the dispute; (3) the specific sections of the charter, memorandum of understanding, law etc. that are in dispute; and (4) the specific resolution sought by the party. Within ten days from receipt of the notice of dispute, the representatives from the Charter School shall meet with representatives from the County Office of Education in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute, the party initiating the dispute resolution process shall notify the other party (the responding party) in writing that it intends to proceed to mediation of the dispute and shall request the State Mediation and Conciliation Service to appoint a mediator within seven days to assist the parties in resolving the dispute. The initiating party shall request appointment of a mediator who is available to meet as soon as possible but not later than 45 days after receipt of the request for appointment.

If the State Mediation and Conciliation Service is not available the parties shall mutually agree upon a mediator. The party initiating the dispute shall forward a copy of the notice of the dispute to the appointed mediator. The responding party shall file a written response with the mediator and serve a copy on the initiating party within seven days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party at least five (5) business days before the mediation. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by authorized representatives of the Santa Clara County Office of Education and the Charter School. If the Santa Clara County Office of education and the Charter School fail to meet within the specified timeline, have not reached an agreement within 15 days from the first meeting held by the mediator, or if the mediator declares the parties at impasse, either party may terminate mediation and may pursue its dispute as otherwise allowed by law.

All costs of the mediation, including but not limited to, the mediators' fees, per diem, travel, and subsistence expenses, and the costs, if any, of the location for mediation, shall be borne equally by the Santa Clara County Office of Education and the Charter School.

All timelines and procedures for mediation as described herein may be revised by mutual agreement.

This dispute resolution procedure shall not apply to any request for equitable or injunctive relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable or injunctive relief, neither party may commence a civil action with respect to the matters submitted to dispute resolution until that process is complete.

## **ELEMENT O: PUBLIC SCHOOL EMPLOYER**

*“A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act.”*

*- California Education Code Section 47605(b)(5)(O)*

For the purposes of the Educational Employment Relations Act (“EERA”), Summit Public Schools as the California nonprofit public benefit corporation operating SPS: Tahoma is deemed the exclusive public school employer of the employees of the charter school. Thus, the collective bargaining contracts of local school districts or the county office of education shall not be controlling. SPS: Tahoma recognizes the employees’ rights under the EERA provisions to organize for collective bargaining.

Persons employed by the school are not considered employees of the East Side Union High School District or Santa Clara County Office of Education for any purposes whatsoever.

## **ELEMENT P: CLOSURE PROCEDURES**

*“A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of public records.”*  
- California Education Code Section 47605(c)(5)(P)

In the event the charter school closes, the Charter Schools shall follow the procedures prescribed by the Education Code and California Code of Regulations. To the extent consistent with the Education Code and California Code of Regulations, the Charter School will follow the procedures prescribed by the memorandum of understanding with the District, which are incorporated herein by reference. The following procedures apply regardless of the reason for closure.

Closure of the Charter School shall be documented by official action of the Board of Summit Public Schools. The action shall 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 will promptly notify parents or guardians and students of the School, the Santa Clara County Office of Education, the School’s SELPA, the retirement systems in which the 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 and guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Charter School shall ensure notification to the parents, guardians, and students of the school provides information to assist parents, guardians, and students in locating suitable alternative programs and the manner in which parents and guardians can obtain a copy of their child(ren)’s student record. This notice shall be provided promptly, within 10 business days following the Board’s decision to close the school.

Upon proper notification and request by a new school of attendance, student records will be transferred. During the close out process, all pupil records shall be maintained by the “responsibility entity” designated by the Board. SPS: Tahoma shall otherwise assist students in transferring to their next school. All transfers of student records shall be made in compliance with the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g.

Personnel records shall be maintained and transferred in accordance with applicable law by the “responsibility entity” designated by the Board.

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.

The School will request that the County Office of Education store remaining records of Charter School students required to be retained pursuant to 5 CCR Section 16023 - Section 16026, inclusive. If the County Office of Education will not or cannot store the records, the Charter School shall confer with the County Office of Education and determine a suitable alternative location for storage.

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

Summit Public School: Tahoma  
SPS Tahoma Charter Renewal 10.01.20 Submitted to the Santa Clara County Office of Education - October 1, 2020



Charter School and shall be provided to the County Office of Education, and California Department of Education promptly upon completion.

The final audit will comply with the Local Education Agency Audit Guidelines promulgated by the California Department of Education. To the extent required by the Audit Guidelines, the final audit may 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 SPS: Tahoma.

SPS: Tahoma will complete and file any annual reports required pursuant to Education Code section 47604.33 and complete necessary academic reporting.

On closure of the Charter School, all net assets of the Chart School including, but not limited to, all leaseholds, tangible and intangible personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending the school shall remain the sole property of Summit Public Schools and shall be distributed in accordance with the corporation's Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another California public educational entity. Any assets acquired from the County Office of Education or property of the County Office of Education will be promptly returned upon School closure to the County Office of Education. 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, Summit Public Schools shall remain responsible for satisfaction of all liabilities arising from the operation of the school.

As Summit Public Schools is organized as a nonprofit public benefit corporation under California law, if Summit Public Schools will dissolve along with the Charter School, the Board shall follow the provisions set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation, and shall file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in **Appendix W**, the School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

# FINANCIAL PLANNING, REPORTING, AND ACCOUNTABILITY

## Budget

*“...provide financial statements that include a proposed first-year operational budget, including startup costs, and cashflow and financial projections for the first three years of operation.”*

*- California Education Code Section 47605(g)*

SPS: Tahoma’s budget is based upon Summit Public School’s experience of operating successful schools across the Bay Area since 2003. The five year budget, cash flow and assumptions can be found in **Appendix W**.

The Charter School will operate its basic program on the LCFF apportionment, state categorical funding and federal funding amounts dist

## Financial Reporting

Summit Public Schools fiscal control policies and procedures (**Appendix X**) will be used to guide SPS: Tahoma’s operation. The fiscal policies have been adopted by the Board of Summit Public Schools and reviewed by the independent financial auditors of Summit Public Schools. SPS: Tahoma shall comply with all financial reporting requirements of Education Code Section 47604.33 and shall comply fully with Education Code Section 47604.3.

## Insurance

Summit Public Schools agrees that it will acquire and finance general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of this size and nature for the operation of SPS: Tahoma. Currently, Summit Public Schools and numerous other California charter schools are covered by CharterSAFE, which offers comprehensive insurance to charter schools. It is SPS: Tahoma’s intention to secure coverage with this provider, unless a more prudent option is discovered. Workers compensation is covered by Trinet, our PEO provider. A summary of Summit Public Schools’ coverage is included in **Appendix Y**, as an example of what SPS: Tahoma will expect for coverage.

## Facilities

*“The facilities to be utilized by the charter school. The description of the facilities to be used by the charter school shall specify where the school intends to locate.”*

*-California Education Code Section 47605(h)*

SPS: Tahoma will operate within the boundaries of East Side Union High School District. SPS: Tahoma wishes to be located on the East Side of San Jose, California and is currently located at 285 Blossom Hill Rd, San Jose, CA 95123 This location is ideal for the student population the school seeks to serve. The Facilities Use Agreement with East Side Union High School District can be found in **Appendix Z**.

## **Transportation**

The school does not anticipate the need to make arrangements for transportation of the students, except as required by law for students with disabilities in accordance with a student's IEP which shall be handled in accordance with the MOU between SCCOE and SPS: Tahoma if the school operates as a public school of the authorizer for special education purposes, but solely by SPS: Tahoma in accordance with SELPA policy and the IDEIA once SPS: Tahoma becomes an LEA and a member of the SELPA as intended by this charter.

# IMPACT ON THE CHARTER AUTHORIZER

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

## Potential Civil Liability Effects

### Intent

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

### Civil Liability

SPS: Tahoma shall be operated by a California nonprofit public benefit corporation, Summit Public Schools. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701d.

Pursuant to the Education Code Section 47604(c), the District and SCCOE shall not be liable for the debts and obligations of the Charter School, operated by a California non-profit benefit corporation or for claims arising from the performance of acts, errors, or omissions by the charter school as long as the SCCOE has complied with all oversight responsibilities required by law. SPS: Tahoma shall work diligently to assist the SCCOE in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other SCCOE-requested protocol to ensure the SCCOE shall not be liable for the operation of SPS: Tahoma.

Further, Summit Public Schools and SCCOE shall enter into a memorandum of understanding, wherein SPS: Tahoma shall indemnify SCCOE for the actions of SPS: Tahoma under this charter.

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

SCCOE shall be named an additional insured on the general liability insurance that Summit Public Schools maintains for the operation of SPS: Tahoma.

The Board of Summit Public Schools will maintain and implement appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

## CONCLUSION

By approving this charter the Santa Clara County Office of Education will be fulfilling the intent of the California Legislature.

*Education Code Section 47601. It is the intent of the Legislature, in enacting this part, to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:*

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

The Petitioners are eager to work independently yet cooperatively with the County Office of Education to establish the highest bar for what a charter school can and should be. SPS: Tahoma pledges to work cooperatively with SCCOE to answer any concerns over this document and to present SCCOE with the strongest possible charter proposal requesting a five-year renewal through June 30, 2026. Approval of the charter shall be governed by the standards and criteria in Education Code Section 47605.

p

### CHARTER REVIEW MATRIX – DISTRICT APPEAL

Proposed Charter School	Petitioner Contact Information	Petition Review Timeline	
Name of Proposed Charter School: <b>Summit Public School: Tahoma (SPS: Tahoma)</b>	Name: Diane Tavenner, CEO	<b>Petition Received:</b>	
Location of Proposed School(s): 285 Blossom Hill Road San Jose, CA 95123	Kate Gottfredson Director, Government Affairs	<b>Public Hearing:</b> (60 days from receipt)	
Grade Level: 9-12	Phone/Cell: 602-327-9307	<b>Board Decision:</b> (90 days from receipt)	
District of Proposed Charter School: 9-12	Email: dtavenner@summitps.org <a href="mailto:kgottfredson@summitps.org">kgottfredson@summitps.org</a>	<input type="checkbox"/> <b>30 day extension granted</b> (90 days from receipt, may be extended 30 days if agreed by petitioner(s) and SCCOE)	

Denial by District	
Evidence of district denial	Yes <input type="checkbox"/> No <input type="checkbox"/>
District's written factual findings	Yes <input type="checkbox"/> No <input type="checkbox"/> Not Available <input type="checkbox"/>
Date of district denial:	
Received by County Board within 30 days	Yes <input type="checkbox"/> No <input type="checkbox"/>
Copy of the charter as denied, including signatures	Yes <input type="checkbox"/> No <input type="checkbox"/>
Description of any changes necessary to reflect the County Board as the authorizer	Yes <input type="checkbox"/> No <input type="checkbox"/>
Signed certification stating petitioner(s) will comply with all applicable law	Yes <input type="checkbox"/> No <input type="checkbox"/>

**Instructions to Review Team:** This checklist is designed to guide the review of charter school petitions. Your **comments** are essential to understanding your assessment and will be used as part of the final analysis and report to the County Board.

**Instructions to Charter Petitioner:** As you complete this Matrix, please note the specific page(s) on which each item is addressed. If the terms of the charter are not explicit in compliance with the particular item in the checklist, provide detail in the applicable notes section in order that the SCCOE may readily determine to what provision(s) you are referring in the checklist.

**Legend:**  
Required to be included in every charter petition and/or Memorandum of Understanding.  
Applies to Petition Renewals Only  
Applies to Material Revisions and Renewals Only

REQUIRED ELEMENTS: Education Code § 47605 (b) (1)-(8)				
	Yes	No	N/A	Page
<input type="checkbox"/> The charter school presents a sound educational program?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> The petitioners are demonstrably unlikely to successfully implement the program?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> The petition contains the required signatures? (not required for renewals)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<input type="checkbox"/> The petition contains an affirmation of each of the conditions described in Education Code § 47605(d) (1)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> The initial review finds that the petition has included all of the required elements (A-O)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> The petition includes a declaration of whether the charter school shall be the exclusive employer of charter school employees for purposes of Educational Employment Relations Act (EERA)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	84

<input type="checkbox"/>	The charter school is demonstrably likely to serve the interests of the entire community in which the school is proposing to locate, considering fiscal impact of the school? (new charters only)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<input type="checkbox"/>	The school district is positioned to absorb the fiscal impact of the district (new charters only)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<b>REQUIRED PETITION SIGNATURES IF CONVERSION OF EXISTING PUBLIC SCHOOL: Education Code § 47605(a)</b>					
		<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Page</b>
	• 50% of the permanent status teachers currently employed at the public school to be converted.				N/A
<b>REQUIRED PETITION SIGNATURES IF NOT CONVERSION OF EXISTING PUBLIC SCHOOL: Education Code § 47605(a)</b>					
		<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Page</b>
	• 50% of parents/guardians of number of students expected to attend in year 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<b>OR</b>					
	• 50% of the number of teachers expected to teach at the charter school during its 1st year	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<b>NOTIFICATION UPON APPROVAL: Education Code § 47605 (3) (i)</b>					
		<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Page</b>
<input type="checkbox"/>	The petition acknowledges that, should the charter be granted, the petitioner will provide a written notice of the approval and a copy of the petition to: <ul style="list-style-type: none"> <li>The California Department of Education</li> <li>State Board of Education</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10
<b>REQUIRED AFFIRMATIONS: Education Code § 47605(d)</b>					
		<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Page</b>
<input type="checkbox"/>	Statements affirming that school will be non-sectarian in its programs, admission policies, employment practices, and all other operations; will not charge tuition; and will not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes in Penal Code § 422.55 or association with such persons, including immigration status; not base admission on place of residence within California except as specified by law; admit any student who wishes to attend so long as there is space; hold a random lottery if there is not space; comply with the mandated admissions preference requirements; and provide the required notice in the event a student is expelled or leaves the school without graduating or completing the school year.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8 -10

<b>CHARTER RENEWAL REQUIRED ELEMENTS: Evidence to Support Renewal or Material Revision (CCR) Title 5 Section 11966.4</b>					
		<b>Yes</b>	<b>No</b>	<b>Page</b>	
<input type="checkbox"/>	Required fiscal reports and audits demonstrating past performance and likely future financial viability of the school	<input type="checkbox"/>	<input type="checkbox"/>	76	
<input type="checkbox"/>	Compliance with all state and federal laws applicable to charter schools and fulfilling the terms of the charter	<input type="checkbox"/>	<input type="checkbox"/>	comprehensive	
<input type="checkbox"/>	Academic performance data reports showing increases in pupil academic achievement for all student groups; dashboard, CAASPP, LCAP and annual updates	<input type="checkbox"/>	<input type="checkbox"/>	13	
<input type="checkbox"/>	Annual visits and annual reports, including correcting any deficiencies identified during annual reviews and visits.	<input type="checkbox"/>	<input type="checkbox"/>	No deficiencies identified	
<input type="checkbox"/>	Inspections or observations of any part of the charter school at any time	<input type="checkbox"/>	<input type="checkbox"/>	60	
<input type="checkbox"/>	Documentation that charter has met minimum academic performance criteria per 47607(b) and 47607.2	<input type="checkbox"/>	<input type="checkbox"/>	13-19	
<input type="checkbox"/>	Past performance of academics and operations and future plans for improvement establish likelihood of success.	<input type="checkbox"/>	<input type="checkbox"/>	13-19 (see also LCAP)	
<input type="checkbox"/>	<u>Includes updates to comply with all laws that have gone into effect since previous approval or renewal</u>	<input type="checkbox"/>	<input type="checkbox"/>	Comprehensive (see also p. 8 - 10 assurances)	
<b>Strengths:</b>					

Areas of Concerns:

Conclusions

**DETAILED REVIEW - REQUIRED ELEMENTS: Education Code § 47605(A-O)**

A	Educational Program	Evidence	Addressed in Petition	Page
<input type="checkbox"/>	<b>1. Targeted School Populations</b>		<input type="checkbox"/>	
	Age, grade levels and number of students	<input type="checkbox"/>		28
	<ul style="list-style-type: none"> <li>Number of students per classroom</li> </ul>	<input type="checkbox"/>		28
	<ul style="list-style-type: none"> <li>Maximum enrollment predicted for school</li> </ul>	<input type="checkbox"/>		28
	Type of desired student populations	<input type="checkbox"/>		28
<input type="checkbox"/>	<b>2. Attendance</b>		<input type="checkbox"/>	
	<ul style="list-style-type: none"> <li>Describes whether multiple sites will be included</li> </ul>	<input type="checkbox"/>		N/A
	<ul style="list-style-type: none"> <li>Indicates proposed opening date(s)</li> </ul>	<input type="checkbox"/>		N/A
<input type="checkbox"/>	<b>Attendance requirements</b>		<input type="checkbox"/>	
	<ul style="list-style-type: none"> <li>Includes length of school day and year</li> </ul>	<input type="checkbox"/>		30; see also appendix D
	<ul style="list-style-type: none"> <li>Submit for approval the specific means to be used for student attendance accounting and reporting, satisfactory to support state average daily attendance claims and to satisfy audits related to attendance that may be conducted.</li> </ul>	<input type="checkbox"/>		59
	<ul style="list-style-type: none"> <li>For independent study, specific means of determining and recording attendance, including means of determining it is the enrolled student doing the work and specifically what amount of work/time counts as a day of attendance.</li> </ul>	<input type="checkbox"/>		
<input type="checkbox"/>	<b>3. What it Means to be an Educated Person in the 21<sup>st</sup> Century</b>		<input type="checkbox"/>	29 -33
<input type="checkbox"/>	Objective of enabling pupils to become self-motivated, competent, lifelong learners		<input type="checkbox"/>	Full petition <i>see Mission and philosophy starting p. 26</i>
	Clear list of general academic skills and qualities important for an educated person	<input type="checkbox"/>		30
<input type="checkbox"/>	<b>4. Description of How Learning Best Occurs</b>		<input type="checkbox"/>	30
	Persuasive instructional design	<input type="checkbox"/>		30
	<ul style="list-style-type: none"> <li>Broad outline (not entire scope and sequence) of the curriculum content</li> </ul>	<input type="checkbox"/>		34



<ul style="list-style-type: none"> <li>Description of instructional approaches and strategies</li> </ul>	<input type="checkbox"/>		33
<ul style="list-style-type: none"> <li>Description of learning environment (e.g. traditional, independent study)</li> </ul>	<input type="checkbox"/>		30
Proposed program strongly aligned to school's mission	<input type="checkbox"/>		30
Affirmation or description of curriculum aligned to student performance standards	<input type="checkbox"/>		37
Outline of plan or strategy to support students not meeting pupil outcomes	<input type="checkbox"/>		38
Instructional design or strategies based upon successful practice or research	<input type="checkbox"/>		See p. 30- 40; see also Appendix F
Instructional strategies for special education, English learners, etc.	<input type="checkbox"/>		40
Proposed program/curriculum reflects a focus on adopted CCSS and NGSS	<input type="checkbox"/>		55
Educational Program describes professional development for teachers	<input type="checkbox"/>		32
Minimal instructional time (instructional minute calculations)	<input type="checkbox"/>		30
Includes school calendar	<input type="checkbox"/>		See appendix C
<input type="checkbox"/> <b>5. Transitional Kindergarten program outlines developmentally appropriate learning outcomes, using modified curriculum, specialized instruction, and assessment for all students (Only if Charter offers Kindergarten)</b>		<input type="checkbox"/>	N/A
<input type="checkbox"/> <b>6. English Learner Services</b>		<input type="checkbox"/>	40 – 41 <i>Also see appendix D &amp; I</i>
<input type="checkbox"/> All eligible students enrolled in the charter school will receive appropriate English Learner services in accordance with applicable state and federal law.		<input type="checkbox"/>	40-41
<input type="checkbox"/> Staff members providing English Learner Services are appropriately credentialed.		<input type="checkbox"/>	40-41
<input type="checkbox"/> A description of the manner in which students are identified as requiring English Learner Services		<input type="checkbox"/>	40-41
<input type="checkbox"/> A description of the process for reclassification of English Learners		<input type="checkbox"/>	40-41
<input type="checkbox"/> An acknowledgment of the responsibility of the charter school to provide access to grade-level core curriculum for English Learners. (Check for reference to the use and implementation and New Proficiency Level Descriptors (PLD) as part of California English-language Development Standards.)		<input type="checkbox"/>	40-41
<input type="checkbox"/> References to curriculum and materials that will be utilized in the instruction of English Learners		<input type="checkbox"/>	40-41
<input type="checkbox"/> Petition explains how English Learners will be reclassified and how English Learners and reclassified English Learners will be monitored		<input type="checkbox"/>	40-41
<b>Strengths:</b>			

<b>Areas of Concerns:</b>			
<b>Conclusions:</b>			
<input type="checkbox"/>	<b>7. LCFF/LCAP Annual Goals and Annual Actions to Achieve Goals for Subgroups in EC 52052</b>		<input type="checkbox"/> 37 see also appendix H
<input type="checkbox"/>	Charter includes language that assures compliance with LCFF/LCAP		<input type="checkbox"/> 37
<input type="checkbox"/>	Describes <b>annual goals for all pupils and for each subgroup of pupils identified</b> in EC 52052 to be achieved in each of the <b>8 state priorities</b> , as described in EC 52060(d), that apply for the grade levels served or the nature of program operated by the charter school.		<input type="checkbox"/> 37 see also appendix H
	<input type="checkbox"/> A. Conditions of Learning	<input type="checkbox"/>	
	(Priority 1) Basic Needs	<input type="checkbox"/>	App. H – p. 8, 29, 42, 88
	(Priority 2) Implementation of State Standards	<input type="checkbox"/>	App. H – p. 8, 42
	(Priority 7) Course Access	<input type="checkbox"/>	App. H – p. 8, 42
	<input type="checkbox"/> B. Pupil Outcomes	<input type="checkbox"/>	
	(Priority 4) Pupil Achievement (College and Career)	<input type="checkbox"/>	App. H – p. 8,42
	(Priority 8) Other Pupil Outcomes	<input type="checkbox"/>	App. H – p. 8,42
	<input type="checkbox"/> C. Engagement	<input type="checkbox"/>	
	(Priority 3) Parental Involvement	<input type="checkbox"/>	App. H – p. 23, 67
	(Priority 5) Pupil Engagement	<input type="checkbox"/>	App. H – p. 8,42
	(Priority 6) School Climate	<input type="checkbox"/>	App. H – p.23, 29, 67, 88
	Provides specific annual actions to achieve these goals for each of the student groups listed below:	<input type="checkbox"/>	See Appendix H – pp 2-19
	<input type="checkbox"/> Racial/Ethnic groups	<input type="checkbox"/>	See Appendix H – pp 2-19
	<input type="checkbox"/> Low-income students, including homeless students	<input type="checkbox"/>	See Appendix H – pp 2-19
	<input type="checkbox"/> English Learners	<input type="checkbox"/>	See Appendix H – pp 2-19
	<input type="checkbox"/> Students with disabilities	<input type="checkbox"/>	See Appendix H – pp 2-19
	<input type="checkbox"/> Foster youth	<input type="checkbox"/>	See Appendix H – pp 2-19
<input type="checkbox"/>	<b>8. Transferability of High School Courses EC 47605 (b) (5) (A) (iii)</b>		<input type="checkbox"/> 35
	If serving high school students, describes how district/charter school informs parents of:	<input type="checkbox"/>	
	<input type="checkbox"/> Transferability of courses to other public high schools; and	<input type="checkbox"/>	35
	<input type="checkbox"/> Eligibility of courses to meet college entrance requirements	<input type="checkbox"/>	35
	<input type="checkbox"/> Courses that are accredited by the Western Association of Schools and Colleges (WASC) may be considered transferable, and courses meeting the UC/CSU "a-g" admissions criteria may be considered to meet college entrance requirements)	<input type="checkbox"/>	35

**Strengths:**

**Areas of Concern:**

**Conclusions**

i	Special Education/SELPA	Evidence	Addressed in Petition	Page
<input type="checkbox"/>	Identifies whether or not is an independent LEA for special education purposes (with verifiable written assurances)		<input type="checkbox"/>	43
<input type="checkbox"/>	Consulted with the Santa Clara County SELPA Director		<input type="checkbox"/>	n/a
	<ul style="list-style-type: none"> <li>Discussed special education responsibilities of charter</li> </ul>	<input type="checkbox"/>		n/a
	<ul style="list-style-type: none"> <li>Discussed application of SELPA policies</li> </ul>	<input type="checkbox"/>		n/a
<input type="checkbox"/>	In writing explains how special education services will be provided consistent with SELPA plan and/or policies and procedures		<input type="checkbox"/>	44
	<ul style="list-style-type: none"> <li>Includes fiscal allocation plan</li> </ul>	<input type="checkbox"/>		
<input type="checkbox"/>	If charter not an independent LEA (School of SCCOE for Special Ed):		<input type="checkbox"/>	44-51
	<ul style="list-style-type: none"> <li>Clarifies in charter the responsibilities of each party for service delivery</li> </ul>	<input type="checkbox"/>		44-51
	<input type="checkbox"/> Referral	<input type="checkbox"/>		44-51
	<input type="checkbox"/> Assessment	<input type="checkbox"/>		44-51
	<input type="checkbox"/> Instruction	<input type="checkbox"/>		44-51
	<input type="checkbox"/> Due Process	<input type="checkbox"/>		44-51
	<input type="checkbox"/> Agreements describing allocation of actual and excess costs	<input type="checkbox"/>		44-51
	<input type="checkbox"/> Charter fiscally responsible for fair share of any encroachment on general funds	<input type="checkbox"/>		44-51
<input type="checkbox"/>	If charter is own LEA		<input type="checkbox"/>	51-54
	<ul style="list-style-type: none"> <li>Notified SELPA Director of intent prior to February 1<sup>st</sup> of the preceding school year</li> </ul>	<input type="checkbox"/>		51-54
	<ul style="list-style-type: none"> <li>Located within SELPA geographical boundaries</li> </ul>	<input type="checkbox"/>		51-54
	<ul style="list-style-type: none"> <li>Provides current operating budget in accordance with Ed Code § 42130 and § 42131</li> </ul>	<input type="checkbox"/>		51-54
	<ul style="list-style-type: none"> <li>Provides assurances that all will be instructed in safe environment</li> </ul>	<input type="checkbox"/>		51-54

<ul style="list-style-type: none"> <li>Provides copy of original charter petition and any amendments to SELPA</li> </ul>	<input type="checkbox"/>		51-54
<ul style="list-style-type: none"> <li>Responsible for any legal fees relating to application and assurances process</li> </ul>	<input type="checkbox"/>		51-54
<ul style="list-style-type: none"> <li>Meets the terms of the "Agreement Regarding the Organization, Implementation, Administration and Operation of the SELPA (Section 12-13, Appendix A)</li> </ul>	<input type="checkbox"/>		51-54
<ul style="list-style-type: none"> <li>Meets the terms of all SELPA policies and procedures</li> </ul>	<input type="checkbox"/>		51-54
<ul style="list-style-type: none"> <li>Charter fiscally responsible for fair share of any encroachment on general funds</li> </ul>	<input type="checkbox"/>		51-54
<input type="checkbox"/> Petition includes the following assurances:		<input type="checkbox"/>	43
<ul style="list-style-type: none"> <li>The charter will comply with all provisions of IDEA and plan for how it will comply</li> </ul>	<input type="checkbox"/>		43
<ul style="list-style-type: none"> <li>No student will be denied admission based on disability or lack of available services</li> </ul>	<input type="checkbox"/>		46
<ul style="list-style-type: none"> <li>The charter will include a description of the school's SST process as it relates to identification of students who may qualify for Special Education</li> </ul>	<input type="checkbox"/>		46
<input type="checkbox"/> Staff members providing special education services are appropriately credentialed		<input type="checkbox"/>	51
<input type="checkbox"/> Any facility used by the school does not present physical barriers that would limit an eligible student's full participation in the educational and extracurricular programs		<input type="checkbox"/>	43
<input type="checkbox"/> The charter school will assume full responsibility for appropriate accommodations to address the needs of any student		<input type="checkbox"/>	51
<input type="checkbox"/> The responsibility of the school to provide special education, instruction and related services to the students enrolled in the school regardless of students' district of residence		<input type="checkbox"/>	51
<input type="checkbox"/> Specialized instruction and services available at the school		<input type="checkbox"/>	51
<input type="checkbox"/> The provision of Designated Instruction and Services (DIS)		<input type="checkbox"/>	51
<input type="checkbox"/> Special transportation for students whose IEPs indicate that service is necessary for the provision of FAPE		<input type="checkbox"/>	88
<input type="checkbox"/> The procedures for ensuring that students are referred, assessed and served in a timely manner		<input type="checkbox"/>	46
<input type="checkbox"/> A description of the school's "Search and Service" procedures		<input type="checkbox"/>	43
<input type="checkbox"/> The dispute resolution procedures that will apply to any disputes between educational entities, including the		<input type="checkbox"/>	51

	SELPA and LEA, regarding the provision of special education services in the charter school.			
<input type="checkbox"/>	Petition describes process for notifying district of residence and chartering district when a special education student enrolls, becomes eligible, ineligible and/or leaves charter school		<input type="checkbox"/>	52
<input type="checkbox"/>	Overview of how special education funding and services will be provided by:		<input type="checkbox"/>	50
	<ul style="list-style-type: none"> <li>Charter School</li> </ul>	<input type="checkbox"/>		
	<ul style="list-style-type: none"> <li>Charter Granting Agency</li> </ul>	<input type="checkbox"/>		
	<ul style="list-style-type: none"> <li>SELPA</li> </ul>			50, 51, 54
<input type="checkbox"/>	Petition describes the transition to or from a district when a student with an IEP enrolls in, or transfers out of, the charter school		<input type="checkbox"/>	48
<b>ii</b>	<b>Implementation of Section 504 of the Rehabilitation Act</b>	<b>Evidence</b>	<b>Addressed in Petition</b>	<b>Page</b>
<input type="checkbox"/>	All eligible enrolled students will receive appropriate accommodations and modifications consistent with Section 504 of the Rehabilitation Act	<input type="checkbox"/>		43 -44
<input type="checkbox"/>	No student "otherwise eligible to enroll in the charter school" will be denied enrollment due to disability, or the charter school's inability to provide necessary services	<input type="checkbox"/>		43 -44
<input type="checkbox"/>	All staff members providing services to the student are familiar with the identified needs of the student	<input type="checkbox"/>		43 -44
<input type="checkbox"/>	Any facility used by the school does not present physical barriers limiting eligible students' full participation in the educational and extracurricular program	<input type="checkbox"/>		43 -44
<input type="checkbox"/>	The charter school will assume full responsibility for appropriate accommodations, modifications and services to address the needs of any student regardless of the student's district of residence	<input type="checkbox"/>		43 -44
<input type="checkbox"/>	Includes plan and appropriate staffing for 504 compliance	<input type="checkbox"/>		43 -44
<b>iii</b>	<b>Implementation of Americans with Disabilities Act (ADA)</b>	<b>Evidence</b>	<b>Addressed in Petition</b>	<b>Page</b>
<input type="checkbox"/>	Affirms charter's obligations to comply with ADA		<input type="checkbox"/>	43
<input type="checkbox"/>	Any facility used by charter will be ADA compliant		<input type="checkbox"/>	43
<b>Strengths:</b>				

**Areas of Concern:**

**Conclusions**

B	Measurable Student Outcomes - "Exit Outcomes" or "Graduation Standards"	Evidence	Addressed in Petition	Page
<input type="checkbox"/>	<b>Pupil outcomes are measurable, i.e. specific assessments listed for each exit outcome.</b>		<input type="checkbox"/>	<b>55</b>
	How pupil outcomes will address state content and performance standards in core academics.	<input type="checkbox"/>		56
	Exit outcomes include acquisition of academic and non-academic skills.	<input type="checkbox"/>		55
	Concise (one page) list of exit outcomes encompass specific skills, not too vague.	<input type="checkbox"/>		<i>55 (see also appendix E)</i>
	Affirmation that "benchmark" skills and specific classroom-level skills will be developed.	<input type="checkbox"/>		55
	Affirmation/description that exit outcomes will align to mission, curriculum and assessments.	<input type="checkbox"/>		55
	Affirmation that college-bound students wishing to attend California colleges or universities will have the opportunity to take courses that meet the "A-G" requirements.	<input type="checkbox"/>		55
	Lists school-wide student performance goals students will make over a given period of time, projected attendance, dropout, or graduation rate goals, etc.	<input type="checkbox"/>		55
	Acknowledges that exit outcomes and performance goals may need to be modified over time.	<input type="checkbox"/>		56
	If high school, graduation requirements defined.	<input type="checkbox"/>		55
	If high school, WASC accreditation standards addressed.	<input type="checkbox"/>		60
<input type="checkbox"/>	<b>LCFF/LCAP Measurable Goals of the Education Program: Charter provides assurance that all identified student groups will meet performance goals that are stated in the charter</b>		<input type="checkbox"/>	<b>p. 56; see also Appendix H</b>
<input type="checkbox"/>	Statement that pupil achievement measurements will include the elements listed below:		<input type="checkbox"/>	56
<input type="checkbox"/>	Alignment with state priorities 52060 (d) and description of <b>how</b> the charter will address all 8 state priorities		<input type="checkbox"/>	56
<input type="checkbox"/>	(A) Statewide assessments administered pursuant to Article 4 (commencing with		<input type="checkbox"/>	56

	Section 60640) of Chapter 5 of Part 33 or any subsequent assessment, as certified by the state board.			
<input type="checkbox"/>	(B) The Dashboard indicators, as described in Section 52052/alternative academic performance data		<input type="checkbox"/>	56
<input type="checkbox"/>	(C) The percentage of pupils who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study that align with state board-approved career technical educational standards and frameworks,		<input type="checkbox"/>	56
<input type="checkbox"/>	(D) The percentage of English learner pupils who make progress toward English proficiency as measured by the English Learner Proficiency Assessment of California or any subsequent assessment of English proficiency, as certified by the state board.		<input type="checkbox"/>	56
<input type="checkbox"/>	(E) The English learner reclassification rate.		<input type="checkbox"/>	56
<input type="checkbox"/>	(F) The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher.		<input type="checkbox"/>	56
<input type="checkbox"/>	(G) The percentage of pupils who participate in, and demonstrate college preparedness pursuant to the Early Assessment Program.		<input type="checkbox"/>	56

**For Charter Renewal, EC 47607 and 47607.2 holds that increases in pupil academic achievement for all groups of students served by the school is defined as one year of growth for each year in school.**

<input type="checkbox"/>	Provided evidence (including data and documentation) establishing that students have increased their academic achievement schoolwide and for all numerically significant student subgroups		<input type="checkbox"/>	13-19
<input type="checkbox"/>	Evidence that the charter school served all students who wished to attend the school should there be sufficient space		<input type="checkbox"/>	28

**The High Achieving threshold for renewal per EC 47607(c)(2)(A):**

<input type="checkbox"/>	1. The charter school has received the highest two performance levels schoolwide on all the state indicators included on the Dashboard for which it receives performance levels; or		<input type="checkbox"/>	
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<input type="checkbox"/> 2. For all measurements of academic performance (ELA, Math, English Language Proficiency, College/Career Readiness), the charter school has received performance levels that are the same or higher than the state average.	<input type="checkbox"/>			
<b>The Low Achieving threshold for renewal per EC 47607.2(a)(1) - Denial:</b>				
<input type="checkbox"/> 1. The charter school has received the lowest two performance levels schoolwide on all the state indicators included on the Dashboard for which it receives performance levels; or	<input type="checkbox"/>			
<input type="checkbox"/> 2. For all measurements of academic performance (ELA, Math, English Language Proficiency, College/Career Readiness), the charter school has received performance levels that are the same or lower than the state average.	<input type="checkbox"/>			
<input type="checkbox"/> A charter may be renewed <u>only</u> if both of the following: the charter is making meaningful steps to address the underlying cause or causes of low performance <u>and</u> there is clear and convincing evidence that the school is making progress established by one year's growth for each year in school or strong post-secondary outcomes.	<input type="checkbox"/>			
<b>The Mid-Achieving threshold for renewal per EC 47607.2(b)(1):</b>				
<input type="checkbox"/> Review of dashboard state and local indicators, greater weight will be given to academic indicators	<input type="checkbox"/>	13-19		
<input type="checkbox"/> Verifiable data evidence of either: 1 year's growth per year in school or strong post-secondary outcomes	<input type="checkbox"/>	13-19		
<b>Strengths:</b>				
<b>Areas of Concern:</b>				
<b>Conclusions:</b>				
C	The Method by Which Pupil Progress in Meeting Outcomes Will be Measured	Evidence	Addressed in Petition	Page



	At least one assessment method or tool listed for each of the exit outcomes	<input type="checkbox"/>		58-60
	Assessments include multiple, valid and reliable measures using traditional/alternative tools	<input type="checkbox"/>		58-60
	Chosen assessments are appropriate for standards and skills they seek to measure	<input type="checkbox"/>		58-60
	Affirmation/description of how assessments align to mission, exit outcomes, and curriculum	<input type="checkbox"/>		58-60
	Describes minimal required performance level necessary to attain each standard	<input type="checkbox"/>		see also Appendix E
	Outlines a plan for collecting, analyzing and reporting student/school performance data	<input type="checkbox"/>		58-60
	Method of measuring outcomes aligns with SARC		<input type="checkbox"/>	58-60
<input type="checkbox"/>	<b>LCFF/LCAP Assurance that methods of assessment are aligned with measureable student outcomes</b>		<input type="checkbox"/>	59 see also Appendix H
<input type="checkbox"/>	(A) Utilizes a variety of assessment tools that include multiple, valid and reliable measures using traditional/alternative tools appropriate to the skills, knowledge, or attitudes being assessed. Including, at a minimum tools that employ objective means of assessment.		<input type="checkbox"/>	58-60
<input type="checkbox"/>	(B) Include the annual assessment tools as required by state and federal assessments (CAASPP, ELPAC, etc.)		<input type="checkbox"/>	58-60
<input type="checkbox"/>	(C) Outlines a plan for collecting, analyzing, and reporting data continuously to monitor and improve the charter school's educational program.		<input type="checkbox"/>	58-60
<input type="checkbox"/>	(D) Presents a coherent plan for using student assessments data to evaluate and inform instruction on an on-going basis		<input type="checkbox"/>	58-60
<input type="checkbox"/>	(E) Committed plan to share performance information with students, families and public agencies		<input type="checkbox"/>	58-60
<b>Strengths:</b>				
<b>Areas of Concern:</b>				
<b>Conclusions</b>				
<b>D</b>	<b>Governance Structure of School (Including Parental Involvement)</b>	<b>Evidence</b>	<b>Addressed in Petition</b>	<b>Page</b>

<input type="checkbox"/>	Describes what role parents have in the governance of the school		<input type="checkbox"/>	64
<input type="checkbox"/>	Describes key features of governing structure (usually a board of directors) such as:		<input type="checkbox"/>	
	• Size/composition of board	<input type="checkbox"/>		62
	• Board committees or advisory councils	<input type="checkbox"/>		62
	• Board's scope of authority/responsibility/conflict of interest	<input type="checkbox"/>		62
<input type="checkbox"/>	Status as a non-profit corporation		<input type="checkbox"/>	61
<input type="checkbox"/>	Tax exempt status	<input type="checkbox"/>		61
<input type="checkbox"/>	If non-profit, provisions for liability for debts		<input type="checkbox"/>	61
<input type="checkbox"/>	Has set of bylaws, policies or similar documents	<input type="checkbox"/>		61 <i>see also appendix N</i>
<input type="checkbox"/>	Initial governing board members identified by name or the process used to select them and future board members	<input type="checkbox"/>		62
<input type="checkbox"/>	Clear description of school's legal status and determination of whether a board member from the charter-granting agency is on the board of the charter	<input type="checkbox"/>		61
<input type="checkbox"/>	Demonstrates compliance with Brown Act		<input type="checkbox"/>	61
<input type="checkbox"/>	Annual Review and Revision of the Local Control Accountability Plan (LCAP).		<input type="checkbox"/>	<i>see Appendix H</i>
<input type="checkbox"/>	Detailed description of any relationship with for profits, including CMO/EMO		<input type="checkbox"/>	61 <i>(NOTE: Summit Public Schools is a non-profit c</i>
<input type="checkbox"/>	Compliance with transparency and public accountability		<input type="checkbox"/>	61
	• Public Records Act	<input type="checkbox"/>		10
	• Political Reform Act of 1974	<input type="checkbox"/>		62
	• Government Code 1090 et seq.	<input checked="" type="checkbox"/>		62
	• Brown Act	<input type="checkbox"/>		62

**Strengths:**

**Areas of Concern:**

**Conclusions**

E	Qualifications to be Met by Individuals to be Employed by The School	Evidence	Addressed in Petition	Page
	Identifies roles and functions of staff members (including...) • Job Descriptions for Positions	<input type="checkbox"/>		65

<ul style="list-style-type: none"> <li>Identifies key staff positions with the charter school</li> </ul>			
Process for staff selection	<input type="checkbox"/>		65
Procedure for adequate background checks	<input type="checkbox"/>		68
Salaries and benefits for all employees	<input type="checkbox"/>		67
Measures of assessment of performance	<input type="checkbox"/>		67
<input type="checkbox"/> Describes specific key qualifications (knowledge, experience, education, certification, etc.) sufficient to ensure the health and safety of pupils and staff.	<input type="checkbox"/>		66
<input type="checkbox"/> Defines "core, college preparatory" teachers/affirms they will hold appropriate credentials (Commission on Teacher Credentialing Certificate/Permit) <ul style="list-style-type: none"> <li>Confirms that these teachers will teach only within the restrictions of their credentials</li> </ul>		<input type="checkbox"/>	66
<input type="checkbox"/> Identifies any non-core, non-college prep teaching positions staffed by non-certified teachers and their qualifications, understanding that no flexibility is given to charter schools on credentialing requirements – ALL teachers must have appropriate credentials during school day for instructional minutes	<input type="checkbox"/>		66
The credentials/qualifications of other charter school staff (e.g., counselors, librarians, administrators, nurses and others)	<input type="checkbox"/>		67
Statement of acknowledgment that all employees are subject to state and federal employment laws	<input type="checkbox"/>		65
Explains how teachers will learn the curricula	<input type="checkbox"/>		67

**Strengths:**

**Areas of Concern:**

**Conclusions**

F	Health and Safety Procedures	Evidence	Addressed in Petition	Page
<input type="checkbox"/>	Affirms that each employee will furnish the school with a criminal record summary		<input type="checkbox"/>	68
<input type="checkbox"/>	Outlines specific health and safety practices addressing such key areas as:	<input type="checkbox"/>		68 -70
	<ul style="list-style-type: none"> <li>Seismic safety (structural integrity and earthquake preparedness)</li> </ul>	<input type="checkbox"/>		69
	<ul style="list-style-type: none"> <li>Natural disasters and emergencies</li> </ul>	<input type="checkbox"/>		69

<ul style="list-style-type: none"> <li>• Immunizations, health screenings, administration of medications, employee TB testing</li> </ul>	<input type="checkbox"/>		68
<ul style="list-style-type: none"> <li>• Tolerance for use of drugs and/or tobacco</li> </ul>	<input type="checkbox"/>		68
<ul style="list-style-type: none"> <li>• Staff training on emergency and first aid response</li> </ul>	<input type="checkbox"/>		69
<ul style="list-style-type: none"> <li>• Description of the charter school's safety plan and disaster preparedness plan</li> </ul>	<input type="checkbox"/>		69
References/accompanied by more detailed set of health and safety related policies/procedures	<input type="checkbox"/>		70
<input type="checkbox"/> Method for conducting criminal background checks for potential employees, contractors, and volunteers as required by law to ensure that the charter does not hire any person who has been convicted of a violent serious felony, including ongoing updates		<input type="checkbox"/>	68

**Strengths:**

**Areas of Concern:**

**Conclusions:**

G	Means to Achieve a Reflective Racial and Ethnic, Special Education, and English Learner Balance	Evidence	Addressed in Petition	Page
<input type="checkbox"/>	Lists several specific practices/policies likely to lead to a diverse applicant pool/enrollment; practices and policies appear to be selected to target relevant racial and ethnic, special education, and English Learner groups	<input type="checkbox"/>		72
	<ul style="list-style-type: none"> <li>• Describes the means by which the school will achieve, or has achieved, racial and ethnic, special education, and English Learner balance which is reflected of the district/COE's general student population</li> </ul>	<input type="checkbox"/>		74
<input type="checkbox"/>	Renewal: Includes racial and ethnic, special education, and English Learner make-up data and identifies means charter will use to address any underrepresented populations	<input type="checkbox"/>		72 see also appendix CC

**Strengths:**

**Areas of Concern:**

**Conclusions:**

H	Admissions Policies and Procedures Consistent with 47605(d)	Evidence	Addressed in Petition	Page
<input type="checkbox"/>	Mandatory assurances regarding non-discriminatory admission procedures		<input type="checkbox"/>	73
<input type="checkbox"/>	Clearly describes admissions procedures, including any preferences <ul style="list-style-type: none"> <li>Identifies that the charter school will give preference to pupils who reside in the district and how the charter school will employ this preference</li> <li>Preferences will be approved at a public hearing and cannot be changed without a material revision</li> <li>Preferences consistent with federal, state law</li> </ul> Preferences will not result in limiting access for students with disabilities, academically low-achieving, English Learners, neglected or delinquent pupils, homeless pupils, economically disadvantaged pupils, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation		<input type="checkbox"/>	73
	Includes a copy of an annual parent/student contract and/or handbook, if available	<input type="checkbox"/>		73
<input type="checkbox"/>	Includes detailed description of the admissions procedure, including how any public random drawing is implemented, including the steps in the process and how any preferences are applied.		<input type="checkbox"/>	74
	Provides application and admission timelines	<input type="checkbox"/>		74
<input type="checkbox"/>	Specifies all information to be requested on any application		<input type="checkbox"/>	74
<input type="checkbox"/>	Specifies when and how parents will be notified on application and annually that volunteerism is not required for acceptance to or continued enrollment at the charter School		<input type="checkbox"/>	73
<p><i>Note that with regard to student recruitment, charter schools cannot recruit students in any way that discriminates against students on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in 422.55 of the Penal Code, including immigration status, or association with such persons. In advertising for student recruitment, charter schools are required by federal law to distribute materials in ways that effectively reach all segments of the parent community. Charter schools must be sure to safeguard the rights of parents/guardians who are limited-English proficient, providing materials in languages other than English in order to communicate effectively with all parent groups. Similarly, in recruiting students of parents/guardians with disabilities, outreach materials should be available upon request in various alternative formats (such as Braille or large print, or in public meetings where interpreters are available).</i></p>				
<b>Strengths:</b>				
<b>Areas of Concern:</b>				
<b>Conclusions</b>				
I	Financial Audit	Evidence	Addressed in Petition	Page

<input type="checkbox"/>	Procedure to select and retain independent auditor	<input type="checkbox"/>		76
<input type="checkbox"/>	Qualifications of independent auditor	<input type="checkbox"/>		76
<input type="checkbox"/>	Audit will employ generally accepted accounting procedures	<input type="checkbox"/>		76
<input type="checkbox"/>	Describe specific scope of audit	<input type="checkbox"/>		76
<input type="checkbox"/>	Timing of audit and to whom it will be sent	<input type="checkbox"/>		76
<input type="checkbox"/>	Process for resolving audit exceptions and deficiencies to satisfaction of granting agency	<input type="checkbox"/>		76
<input type="checkbox"/>	Describes manner in which the audit will be made public	<input type="checkbox"/>		76
<input type="checkbox"/>	Describes manner in which the charter school will keep track of financial data and compile information in the prescribed format needed for the annual statement of receipts and expenditures for the prior fiscal year that is due to the authorizing board by Sept. 15 of each year		<input type="checkbox"/>	76
<input type="checkbox"/>	Proof of knowledge of requirement and the process by which charter school will submit quarterly financial reports to its chartering authority and the county superintendent of schools (required by AB 1137)		<input type="checkbox"/>	76
<input type="checkbox"/>	Describes services the charter intends to contract out to the district/SCCOE or another provider (if not included in a memorandum of understanding)	<input type="checkbox"/>		76

**Strengths:**

**Areas of Concern:**

**Conclusions**

J	Pupil Suspension Expulsion Procedures	Evidence	Addressed in Petition	Page
<input type="checkbox"/>	Includes new legal language in header and throughout the section	<input type="checkbox"/>		77 (see also appendix V)
<input type="checkbox"/>	Student code of conduct and process by which this information is given to students and parents/guardians	<input type="checkbox"/>		77
<input type="checkbox"/>	Procedure for involving parents, students and staff in designing and implementing a discipline policy	<input type="checkbox"/>		77
<input type="checkbox"/>	Detailed process by which student may be suspended or expelled or involuntarily removed for any reason		<input type="checkbox"/>	77
<input type="checkbox"/>	Describes disciplinary steps to be taken prior to suspension or expulsion	<input type="checkbox"/>		77
<input type="checkbox"/>	Identifies the offenses for which students in the charter school must (where non-discretionary) and may (where discretionary) be suspended and, separately, the offenses for which students in the charter school must (where non-discretionary) or may (where discretionary) be expelled, providing evidence that the petitioners' reviewed	<input type="checkbox"/>		77

the offenses for which students must or may be suspended or expelled in non-charter public schools, and provide evidence that the charter petitioners believe their proposed lists of offenses and procedures provide adequate safety for students, staff, and visitors to the school and serve the best interests the school's pupils and their parents (guardians).			
<input type="checkbox"/> Identifies the detailed procedures by which pupils can be suspended or expelled.		<input type="checkbox"/>	77
<input type="checkbox"/> Identify the procedures by which parents, guardians, and pupils will be informed about reasons for suspension or expulsion and of their due process rights in regard to suspension or expulsion.		<input type="checkbox"/>	77
<input type="checkbox"/> Provide for due process for all pupils and demonstrate an understanding of the rights of pupils with disabilities in regard to suspension and expulsion, including by providing specific additional or special procedures applicable to pupils with disabilities or for whom the charter school has a basis of knowledge the student might be disabled.		<input type="checkbox"/>	77
<input type="checkbox"/> Outline how detailed policies and procedures regarding suspension and expulsion will be periodically reviewed, including, but not limited to, periodic review and (as necessary) modification of the lists of offenses for which students are subject to suspension or expulsion, with clear understanding that any modifications are permitted only through the material revision process.	<input type="checkbox"/>		77
<input type="checkbox"/> What educational alternative, if any, will be provided to students who were suspended or expelled	<input type="checkbox"/>		77
<input type="checkbox"/> Describes who or what body will be responsible for final suspension/expulsion decisions	<input type="checkbox"/>		77
<input type="checkbox"/> Describes appeal procedures	<input type="checkbox"/>		77
<input type="checkbox"/> Identifies process by which the charter school will notify the superintendent of the school district of the expelled student's last known address within 30 days and send a copy of student's cumulative record, including transcripts of grades and health records to the school district		<input type="checkbox"/>	77
<input type="checkbox"/> Outlines or describes strong understanding of relevant laws protecting constitution rights of students, generally, and of disabled and other protected classes of students	<input type="checkbox"/>		77
<input type="checkbox"/> Policies balance students' rights to due process with responsibility to maintain a safe learning environment	<input type="checkbox"/>		77
<input type="checkbox"/> Explains how the charter school will comply with federal and state		<input type="checkbox"/>	77

<p>constitutional procedural and substantive due process requirements consistent with:</p> <ol style="list-style-type: none"> <li>1. Suspension of less than 10 days includes notice of the charges, an explanation of the evidence supporting the charges, and an opportunity for the pupil to present his/her side of the story.</li> <li>2. For suspensions of more than 10 days and all expulsions: <ol style="list-style-type: none"> <li>a. Timely written notice of the charges and the pupil's rights.</li> <li>b. A hearing before a neutral officer within a reasonable number of days, including a fair opportunity for the pupil to present testimony, evidence, and witnesses; confront and cross-examine adverse witnesses, and bring legal counsel or advocate.</li> <li>c. Contain the statement required by Education Code concerning requirements for involuntary removal for any reason.</li> </ol> </li> </ol>			
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<input type="checkbox"/> Explains how resident school district or COE will be involved in disciplinary matters	<input type="checkbox"/>		77
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**Strengths:**

**Areas of Concern:**

**Conclusions**

K	Staff Retirement System	Evidence	Addressed in Petition	Page
<input type="checkbox"/>	Statement of whether staff will participate in STRS, PERS, or Social Security (if STRS, then all teachers must do so)		<input type="checkbox"/>	78
<input type="checkbox"/>	Specifies which retirement system for each position		<input type="checkbox"/>	78
<input type="checkbox"/>	Identifies the position responsible for ensuring appropriate arrangements for coverage have been made and complied with		<input type="checkbox"/>	78
	Relationship between teachers and district/county bargaining unit	<input type="checkbox"/>		80
	Process by which salaries, benefits, working conditions and items, i.e., calendars, holidays, vacations, work day and year will be determined	<input type="checkbox"/>		78
	Labor procedures which will be applied to employees	<input type="checkbox"/>		78



Process for resolving complaints/grievances	<input type="checkbox"/>		78
Process for ensuring due process	<input type="checkbox"/>		78
Manner by which staff members will be covered by STRS, PERS, Social Security or Medicare	<input type="checkbox"/>		78
Process for staff recruitment, selection, evaluation and termination	<input type="checkbox"/>		78
Procedure for processing and monitoring credentials if required	<input type="checkbox"/>		78
<input type="checkbox"/> Establish compliance with Ed Code 47611		<input type="checkbox"/>	

**Strengths:**

**Areas of Concern:**

**Conclusions**

L	Attendance Alternatives	Evidence	Addressed in Petition	Page
<input type="checkbox"/>	States that students may attend other district schools or pursue an inter-district or intradistrict transfer in accordance with existing enrollment and transfer policies of their district or county of residence or description of other attendance alternatives		<input type="checkbox"/>	79
<input type="checkbox"/>	Specifies that attendance at charter does not grant right of attendance in district or SCCOE schools or programs		<input type="checkbox"/>	79

**Strengths:**

**Areas of Concern:**

**Conclusions**

M	Description of Employee Rights	Evidence	Addressed in Petition	Page
<input type="checkbox"/>	Description of employee rights upon leaving school district or SCCOE		<input type="checkbox"/>	80
	<ul style="list-style-type: none"> <li>Acknowledgment whether collective bargaining contract in district/SCCOE will be controlling</li> </ul>	<input type="checkbox"/>		84
	<ul style="list-style-type: none"> <li>Whether and how charter school staff may resume employment within the district/SCCOE</li> </ul>	<input type="checkbox"/>		80
	Sick/vacation leave (ability to carry it over to and from charter school)	<input type="checkbox"/>		80
	<ul style="list-style-type: none"> <li>Whether charter school staff will continue to earn service credit (tenure) in district/SCCOE while at charter school</li> </ul>	<input type="checkbox"/>		80
	<ul style="list-style-type: none"> <li>How employees will be paid (e.g. salaried, hourly, etc.)</li> </ul>	<input type="checkbox"/>		80
	<ul style="list-style-type: none"> <li>Describes employee benefits</li> </ul>	<input type="checkbox"/>		80
	<ul style="list-style-type: none"> <li>Identifies intended employment status of charter school employees (exempt/non-exempt)</li> </ul>	<input type="checkbox"/>		80
	<ul style="list-style-type: none"> <li>Describes how rights will be communicated to prospective employees</li> </ul>	<input type="checkbox"/>		80

**Strengths:**

<b>Areas of Concern:</b>				
<b>Conclusions</b>				
N	Dispute Resolution Process	Evidence	Addressed in Petition	Page
<input type="checkbox"/>	Outlines a simple process for charter and granting agency to settle disputes	<input type="checkbox"/>		81-82
	Process indicates whether it is binding on school or granting agency/fair process	<input type="checkbox"/>		81-82
	Step by step process for identifying/framing dispute points	<input type="checkbox"/>		81-82
	<ul style="list-style-type: none"> <li>Whether internal charter disputes may be brought to granting agency</li> </ul>	<input type="checkbox"/>		81-82
	<ul style="list-style-type: none"> <li>Identifies specific parties to be involved at each step</li> </ul>	<input type="checkbox"/>		81-82
	<ul style="list-style-type: none"> <li>Basic rules at each step</li> </ul>	<input type="checkbox"/>		81-82
	<ul style="list-style-type: none"> <li>Which results are binding</li> </ul>	<input type="checkbox"/>		81-82
<input type="checkbox"/>	Includes SCCOE's required dispute resolution process – <b>should be updated for renewals to include SCCOE's process)</b>	<input type="checkbox"/>		81-82
<b>Strengths:</b>				
<b>Areas of Concern:</b>				
<b>Conclusions</b>				
O	Closure of Charter School	Evidence	Addressed in Petition	Page
<input type="checkbox"/>	Outlines an adequate process to be used if the charter school closes		<input type="checkbox"/>	85-86
<input type="checkbox"/>	Process includes a final audit of the charter school that includes specific plans for disposition of all assets and liabilities of the charter school and for the maintenance and transfer of public records and pupil records (per code)		<input type="checkbox"/>	85-86
<input type="checkbox"/>	Process must, at a minimum, comply with all requirements of Cal. Code of Regs., title 5, section 11962.	<input type="checkbox"/>		85-86
<b>Strengths:</b>				
<b>Areas of Concern:</b>				
<b>Conclusions</b>				
<b>REQUIRED SUPPLEMENTAL INFORMATION: Education Code § 47605(g)</b>				
i	Administrative Services	Evidence	Addressed in Petition	Page
<input type="checkbox"/>	Describes how charter administrative services will be acquired or provided		<input type="checkbox"/>	61
<input type="checkbox"/>	Describes how the day-to-day administrative operations will be handled	<input type="checkbox"/>		63
<b>Strengths:</b>				
<b>Areas of Concern:</b>				

<b>Conclusions</b>				
<b>ii</b>	<b>Civil Liability</b>	<b>Evidence</b>	<b>Addressed in Petition</b>	<b>Page</b>
<input type="checkbox"/>	Did the petitioners provide information regarding the potential civil liability effects, if any, upon the school, and the school district where the charter school operates or proposes to operate and upon the county board of education and SCCOE?		<input type="checkbox"/>	89
<input type="checkbox"/>	Appropriate insurance coverage in conformance with SCCOE risk management standards		<input type="checkbox"/>	89
<input type="checkbox"/>	Indemnification/defense/hold harmless of SCCOE		<input type="checkbox"/>	89
<b>Strengths:</b>				
<b>Areas of Concern:</b>				
<b>Conclusions</b>				
<b>iii</b>	<b>Financial Plan</b>	<b>Evidence</b>	<b>Addressed in Petition</b>	<b>Page</b>
<input type="checkbox"/>	First year operational budget includes:		<input type="checkbox"/>	First year budget N/A
<input type="checkbox"/>	• Start-up costs		<input type="checkbox"/>	
<input type="checkbox"/>	Cash flow for first three years		<input type="checkbox"/>	See Appendix W
<input type="checkbox"/>	Financial projections for first three years		<input type="checkbox"/>	See Appendix W
<b>Strengths:</b>				
<b>Areas of Concern:</b>				
<b>Conclusions</b>				
<b>iv</b>	<b>Labor Relations</b>	<b>Evidence</b>	<b>Addressed in Petition</b>	<b>Page</b>
<input type="checkbox"/>	Specifies whether charter or local school district will be employer for EERA purposes		<input type="checkbox"/>	84
<input type="checkbox"/>	Specifies whether it is the charter school or the corporation that will be the employer	<input type="checkbox"/>		84
<input type="checkbox"/>	Evidences charter's clear understanding that employees are not required to engage in collective bargaining, but they have that right if they choose to do so.	<input type="checkbox"/>		84
<b>Strengths:</b>				
<b>Areas of Concern:</b>				
<b>Conclusions</b>				
<b>v</b>	<b>Planning Assumptions</b>	<b>Evidence</b>	<b>Addressed in Petition</b>	<b>Page</b>
<input type="checkbox"/>	• Number/types of students	<input type="checkbox"/>		See appendix W
<input type="checkbox"/>	• Number of staff	<input type="checkbox"/>		See appendix W
<input type="checkbox"/>	• Teacher/student ratio	<input type="checkbox"/>		See appendix W
<input type="checkbox"/>	• Facilities needs	<input type="checkbox"/>		See appendix W
<input type="checkbox"/>	• Whether the charter school will participate in the National School Lunch Program	<input type="checkbox"/>		See appendix W

<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Costs of all major items are identified and within reasonable market ranges</li> </ul>	<input type="checkbox"/>		See appendix W
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Revenue assumptions in line with state and federal funding guidelines</li> </ul>	<input type="checkbox"/>		See appendix W
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Revenue from "soft sources" (e.g., donations, grants and fundraisers) less than 10% of ongoing operational costs</li> </ul>	<input type="checkbox"/>		See appendix W
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Timeline allows window for grant applications to be submitted and funded</li> </ul>	<input type="checkbox"/>		See appendix W

**Strengths:**

**Areas of Concern:**

**Conclusions**

vi	Start-Up Costs (New petitions only)	Evidence	Addressed in Petition	Page N/A
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Clearly identifies most major start-up costs</li> </ul>	<input type="checkbox"/>		
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Staffing</li> </ul>	<input type="checkbox"/>		
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Facilities</li> </ul>	<input type="checkbox"/>		
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Equipment and Supplies</li> </ul>	<input type="checkbox"/>		
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Professional Services</li> </ul>	<input type="checkbox"/>		
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Assumptions in line with overall school design plan</li> </ul>	<input type="checkbox"/>		
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Identifies potential funding source that could or would fund these costs</li> </ul>	<input type="checkbox"/>		
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Timeline allows for grant and fundraising</li> </ul>	<input type="checkbox"/>		

**Strengths:**

**Areas of Concern:**

**Conclusions**

vii	Annual Operating Budget	Evidence	Addressed in Petition	Page See Appendix W
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Annual revenues and expenditures clearly identified by source and expenditures are clearly identified by destination (i.e. object codes).</li> </ul>	<input type="checkbox"/>		See Appendix W
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Revenue assumptions closely related to applicable state and federal funding formulas</li> </ul>	<input type="checkbox"/>		See Appendix W
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Expenditure assumptions reflect school design plan</li> </ul>	<input type="checkbox"/>		See Appendix W
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Expenditure assumptions reflect prevailing or market costs</li> </ul>	<input type="checkbox"/>		See Appendix W
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>"Soft" revenues (e.g. fundraisers and grants) are not critical to solvency</li> </ul>	<input type="checkbox"/>		See Appendix W

<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Strong reserve or projected ending balance (the larger of 2–5% of expenditure or \$25,000)</li> </ul>	<input type="checkbox"/>		See Appendix W
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>If first year is not in balance, the long-term plan identifies solvency in future years and sources of capital sufficient to cover deficits until year budget is projected to balance.</li> </ul>	<input type="checkbox"/>		See Appendix W
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Budget clearly indicates restricted versus general operating/flexible funds.</li> </ul>	<input type="checkbox"/>		See Appendix W
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Expenditure for sufficient insurance to name SCCOE as also insured/hold harmless agreement</li> </ul>	<input type="checkbox"/>		See Appendix W
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Expenditure sufficient for reasonably expected legal services</li> </ul>	<input type="checkbox"/>		See Appendix W
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Expenditure for Special Education excess costs consistent with current experience in county</li> </ul>	<input type="checkbox"/>		See Appendix W
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Description of all insurance the charter school will purchase, complete with annual cost</li> </ul>	<input type="checkbox"/>		See Appendix W
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>First year budget premised on realistic year 1 ADA</li> </ul>	<input type="checkbox"/>		(first year not applicable since renewing school)

Strengths:

Areas of Concern:

Conclusions

viii	Cash Flow Analysis	Evidence	Addressed in Petition	Page
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Monthly projection of revenue receipts in line with state/federal funding disbursements</li> </ul>	<input type="checkbox"/>		See Appendix W
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Expenditures projected by month and correspond with typical/reasonable schedules</li> </ul>	<input type="checkbox"/>		See Appendix W
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Show positive fund balance each month and/or identify sources of working capital</li> </ul>	<input type="checkbox"/>		See Appendix W

Strengths:

Areas of Concern:

Conclusions

ix	Long-term Plan	Evidence	Addressed in Petition	Page
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Projects revenues and expenditures for at least three additional years (in addition to first year budget).</li> </ul>	<input type="checkbox"/>		See Appendix W
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Revenue assumptions based on reasonable potential growth in state and federal revenues</li> </ul>	<input type="checkbox"/>		See Appendix W
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Revenue assumptions based on reasonable student growth projections</li> </ul>	<input type="checkbox"/>		See Appendix W
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Expenditure projections are inflated by reasonable cost-of-</li> </ul>	<input type="checkbox"/>		See Appendix W

	living and inflation assumptions and school growth assumptions.			
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Projected annual fund balances are positive or likely sources of working capital are identified to cover projected deficits.</li> </ul>	<input type="checkbox"/>		See Appendix W
<b>Strengths:</b>				
<b>Areas of Concern:</b>				
<b>Conclusions</b>				
<b>x</b>	<b>District Impact Statement</b>	<b>Evidence</b>	<b>Addressed in Petition</b>	<b>Page</b>
	<ul style="list-style-type: none"> <li>Does the charter include an impact statement?</li> </ul>	<input type="checkbox"/>		89
	<ul style="list-style-type: none"> <li>Provides estimated numbers of students anticipated to enroll</li> </ul>	<input type="checkbox"/>		89
	<ul style="list-style-type: none"> <li>Identify whether or not will request district-owned facilities</li> </ul>	<input type="checkbox"/>		89
<b>Strengths:</b>				
<b>Areas of Concern:</b>				
<b>Conclusions</b>				
<b>xi</b>	<b>Grade Level, Geographic and Site Limitations</b>	<b>Evidence</b>	<b>Addressed in Petition</b>	<b>Page</b>
	<ul style="list-style-type: none"> <li>Does the Petition demonstrate that it will operate a single charter school within the geographic jurisdiction of the school district? <ul style="list-style-type: none"> <li>If not, does the Petition demonstrate any basis for an exception</li> </ul> </li> </ul>	<input type="checkbox"/>		87
	<ul style="list-style-type: none"> <li>Does the Petition identify where the school will operate?</li> </ul>	<input type="checkbox"/>		87
	<ul style="list-style-type: none"> <li>Does the Petition demonstrate that it will not serve grade levels not served by the district unless it serves all of the grade levels served by the district?</li> </ul>	<input type="checkbox"/>		
<b>Strengths:</b>				
<b>Areas of Concern:</b>				
<b>Conclusions</b>				
<b>xii</b>	<b>Annual Financial Report</b>	<b>Evidence</b>	<b>Addressed in Petition</b>	<b>Page</b>
	<ul style="list-style-type: none"> <li>Does the Petition demonstrate that the charter school shall provide the authorizer with a copy of an annual financial report in a format prescribed by the State Superintendent of Public Instruction?</li> </ul>	<input type="checkbox"/>		87
<b>Strengths:</b>				
<b>Areas of Concern:</b>				
<b>Conclusions</b>				

xiii	Facilities / Transportation	Evidence	Addressed in Petition	Page
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Specify where school intends to be located and describes facilities to be used by the charter school.</li> </ul>	<input type="checkbox"/>		87
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Present a written agreement (a lease or similar document) indicating the charter school's right to use the principal school site identified by the petitioners for at least the first year of the charter school's operation and evidence that the facility will be adequate for the charter school's needs. Not later than June 1, present a written agreement (or agreements) indicating the charter school's right to use any ancillary facilities planned for use in the first year of operation (any ancillary facilities or additional sites must be approved with Charter or by a material revision).</li> </ul>	<input type="checkbox"/>		See Appendix Z Facilities Use Agreement with East Side Union High District through 20205
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Present evidence that the facility is located in an area properly zoned for operation of a school and has been cleared for student occupancy by all appropriate local authorities.</li> </ul>	<input type="checkbox"/>		87
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Transportation arrangements, if any, including compliance with IDEA and McKinney Vento (Note that if charter schools provide transportation to and/or from school or while at school, they may be subject to state and federal laws governing vehicles, drivers, etc.)</li> </ul>	<input type="checkbox"/>		88
<b>Strengths:</b>				
<b>Areas of Concern:</b>				
<b>Conclusions</b>				
xiv	Insurance Coverage	Evidence	Addressed in Petition	Page
<input type="checkbox"/>	Describes minimum insurance coverage consistent with SCCOE risk management requirements	<input type="checkbox"/>		See appendix Y
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Not later than June 1, (or such earlier time as charter school may employ individuals or acquire or lease property or facilities for which insurance would be customary), submit documentation of adequate insurance coverage, including liability insurance, which shall be based on the type and amount of insurance coverage maintained in similar settings.</li> </ul>	<input type="checkbox"/>		See appendix Y
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Liability of district/county to handle payments if charter school defaults:</li> </ul>	<input type="checkbox"/>		See appendix Y

<ul style="list-style-type: none"> <li>• for schools organized pursuant to Non-Profit Benefit Corporation Law</li> <li>• for schools not covered by Non-Profit Benefit Corporation Law</li> <li>• AB 1994</li> <li>• General Assurances "Boiler Plate" Language</li> </ul>			
<input type="checkbox"/> Indemnification/Defense/Hold Harmless of SCCOE consistent with SCCOE risk management requirements.	<input type="checkbox"/>		

**Strengths:**

**Areas of Concern:**

**Conclusions**



# Attendance Policy

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[Student & Family Resources](#)

## Attendance Policy

Summit is committed to building a consistent, positive environment for all its students, focusing on supportive relationships between students, faculty, and parents as a Summit community. We believe that the path to Personalized Learning and becoming a Self-Directed Learner ready for college and career begins with daily participation in the classroom where students are present, prepared, and connected.

Summit families and students each play a critical role in building this culture. Parent and guardians are responsible for ensuring their student arrives on time to school every school day either by drop off, carpool, or other safe transit. Students should have a safe way to get home after school or when they are done with their afterschool activities.

Students are expected to arrive on time every day school is in session and attend the full and complete school day. Students and parents are also responsible for working with teachers and mentors to keep students on track for the time they are absent from school.

If students struggle to meet our expectations of attendance, to embody our core characteristics, and to develop into responsible, college-going community members, Summit develops logical consequences where there is a focus on accountability, repairing harm, and reintegrating students into the community.

### Family Expectations

### Family Expectations

Every student's parent or guardian is responsible for ensuring their child arrives on time to school every school day either by drop off, carpool, or other safe transit. Students should have a safe way to get home after school or when they are done with their afterschool activities.

Where notice prior to day of absence is possible, a student's parent/guardian must call the school to speak with the Dean of Operations or Office Assistant regarding the date(s) and time(s) their student will not attend class or leave a message on the attendance line with this information. Where advanced

notice is not possible, parents/guardians should call the school before school begins on the day the student will be absent for all or part of the school day.

To ensure the well-being of all our students, Summit has closed campuses. Once students arrive, they are expected to stay on school grounds until the end of the regularly scheduled school day. Students can be excused during the day before dismissal if a parent/guardian picks them up from school directly. Parents/guardians can also give written or verbal permission for someone else to pick them up or for the student to be released on his/her own. Anyone who is not a parent/guardian picking up a student must be listed on file at the school as an emergency contact or pre-authorized by the parent/guardian for pick-up. Written permission may be a text or email from a phone number or email address, respectively, of someone authorized for pick-up. Verbal permission may be a call or voicemail from a verified phone number.

Whoever picks up the students is expected to check in at the front desk and sign the student out. Students may be released by phone by a parent/guardian or designee from a verified phone number. Parents picking up students at the end of the regularly scheduled school day do not need to sign their students out. When appropriate, Summit informs a parent/guardian when a student who is 18 or older signs in and/or out during the day.

Summit may excuse students from the school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian.

Summit values creating a safe, positive, and participatory environment for all students. Consistent student attendance is essential for this goal, and absences for any reason should be minimized or avoided when possible. Students will be considered to have an "excused" absence or tardy if they provide a written note signed by a parent or guardian that indicates they were absent because of illness, medical appointments, bereavement/death in the family, or appearance in court. Students or families are expected to provide this note to the front desk upon the student returning to school. This note can be an email from the email account on file for the parent/guardian. Students who are absent or tardy for other reasons and/or do not have a note signed by a parent/guardian will be marked as unexcused.

Parents/guardians can also excuse an absence or tardy by calling the school phone from a verified phone number and either talking with the Dean of Operations or Office Assistant or leaving a voicemail with a valid excuse.

## **Student Expectations**

### **Student Expectations**

Students at Summit are expected to arrive on time to every class or meeting with their teachers and mentors, every day. This means being present for each class at the appropriate start time. Students know their class schedule, which room each class is in, what time it starts and ends, and know how to use time during passing and break periods to arrive to their next class or meeting on time.

Students who are late arriving to school are expected to sign in at the front desk and receive a pass before going immediately to class. Upon entering, students will provide teachers with the tardy pass and join the class with minimal disruption to teaching and learning. Students who are more than 30 minutes late without a valid excuse will be considered truant.

Students who are more than 30 minutes late or absent from class for more than 30 minutes without a valid excuse will be considered truant.

When a student is absent, it is their responsibility to make a plan that compensates for the time missed. A student who is absent is expected to email each teacher whose class they missed and the student's mentor, communicating the date, time, and reason behind their absence. When possible, this email should be sent well ahead of the absence. The student should communicate his/her plan to make up the missing work or activities and ask for feedback from the teacher. When necessary, the student may ask the teacher for input or may ask their mentor for support in making or managing such a plan.

Mentor check ins are incredibly important. Students are building relationships with their Mentor, who is the student's coach, advocate, and college counselor. Mentors are critical to supporting students in becoming Self-Directed Learners, and building skills which will support them in college and throughout their careers. Students must contact their Mentor in person or via email to arrange another time to meet when they will be absent during their regularly scheduled check in. Where advanced notice is not possible, students must contact their Mentor in person or via email as soon as they are able to arrange another time to check in.

## Excusing Absences or Tardies (CA)

### Excusing Absences or Tardies [CALIFORNIA ONLY]

Absences and tardies from school shall be excused only for health reasons, family emergencies and justifiable personal reasons. A student's absence and tardy shall be excused for the following reasons:

**Note: The school has the discretion to include other reasons that are considered valid excuses.**

1. Personal illness
  - a. When a student has had more than 2 consecutive absences and/or 10 total absences in the school year for illness, any further absences for illness must be verified by a physician to be excused.
2. Quarantine under the direction of a county or city health officer;
3. Medical, dental, optometrical, chiropractic or psychiatric/counseling appointments;
4. Attendance at funeral services for a member of the immediate family:
  - a. Excused absence in this instance shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state.
  - b. "Immediate family" shall be defined as mother, father, grandmother, grandfather, spouse, son/son-in-law, daughter/ daughter-in-law, brother, sister or any relative living in the student's immediate household
5. Jury duty in the manner provided by law;

6. Justifiable personal reasons, when accompanied by a written request by the parent or guardian and approved by the School Leader or his/her designee, including, but not limited to:
  - a. Appearance in court
  - b. Attendance at a funeral service
  - c. Observance of a holiday or ceremony of his/her religion
  - d. Attendance at religious retreats
  - e. Attendance at an employment conference
  - f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization
7. Serving as a member of a precinct board for an election pursuant to Elections Code § 12302.
8. Spending time with a member of the pupil's immediate family, who is an active duty of the uniformed services and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position. Absences granted pursuant to this section shall be granted for a period of time to be determined at the discretion of the Executive Director.
9. If a student is the custodial parent of a child, his/her absence shall be excused when the child is ill or has a medical appointment during school hours.
10. For the purpose of attending the pupil's naturalization ceremony to become a United States citizen.

Students absent for the reasons deemed "excused" shall be allowed to complete all assignments and tests missed during the absence that can be reasonably provided and, upon satisfactory completion within a reasonable period of time, shall be given full credit therefore. The teacher of the class from which a student is absent shall determine which tests and assignments shall be reasonably equivalent to, but not necessarily identical to, the tests and assignments that the student missed during the absence.

When students who have been absent return to school, they must present a satisfactory explanation verifying the reason for the absence. The following methods may be used to verify student absences:

1. Written or email note to School Leader, Dean of Operations or Office Assistant from a parent/guardian.
2. Conversation, in person or by telephone, between the School Leader, Dean of Operations or Office Assistant verifying employee and the student's parent/guardian. The employee shall subsequently record the following:
  - a. Name of student;
  - b. Name of parent/guardian;
  - c. Name of verifying employee;
  - d. Date or dates of absence; and
  - e. Reason for absence.
3. Visit to the student's home by the verifying employee, or any other reasonable method, which establishes the fact that the student was absent for the reasons stated. A written recording shall be made including

the fact that the student was absent for the reasons stated. A written recording shall be made, including information outlined above.

#### 4. Physician's verification

- a. When excusing students for confidential medical services or verifying such appointments, School staff shall not ask the purpose of such appointments but may contact a medical office to confirm the time of the appointment.
- b. When a student has had more than 2 consecutive absences and/or 10 total absences in the school year for illness verified by methods listed in #1-#3 above, any further absences for illness must be verified by a physician.

#### **Satisfactory explanation must be provided within 5 school days of return to school in order for the absence to be excused.**

Insofar as class participation is an integral part of students' learning experiences, parents/guardians and students shall be encouraged to schedule medical appointments during non-school hours.

At the beginning of each academic year, notifications shall be sent to the parents/guardians of all students and to all students in grades 7 through 12, informing them that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian.

Students in grades K-6 should not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency. Students in grades 7-12 should not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency or confidential medical appointments.

All excused tardies requires appropriate verification and documentation.

#### **Excusing Absences or Tardies (WA)**

#### **Excessive Absences or Tardies**

### **Excessive Absences or Tardies**

If students struggle to meet our expectations of attendance, to embody our core characteristics and to develop into responsible, college-going community members, Summit Public Schools develops logical consequences where there is a focus on accountability, repairing harm and reintegrating students into the community.

The objective of our absence and truancy policy is for students to attend school consistently so that they are advancing towards their academic goals and are contributing members of our school community. Like our graduated discipline plan, we have increasing levels of interventions to support students and families in meeting this objective.

## Triggers, Concerns, and Actions – California Schools

Note that in the table below, all counts of absences and tardies are for a single school year.

<b>Trigger</b>	<b>Concern</b>	<b>School actions</b>
2 unexcused full day absences OR 2 unexcused tardies or class session absences during the day OR combination thereof	<b>Student is at risk for truant behavior</b>	<ul style="list-style-type: none"> <li>• Send Truancy Letter #1 with copy of the truancy policy and make phone call home.</li> </ul>
3 unexcused full day absences OR 3 unexcused tardies or class session absences during the day exceeding 30 minutes OR combination thereof	<b>First notification of truancy</b>	<ul style="list-style-type: none"> <li>• Send Truancy Letter #2.                             <ul style="list-style-type: none"> <li>➢ The first time a truancy report is required, the pupil may be personally given a written warning by any peace officer specified in Section 830.1 of the Penal Code.</li> <li>➢ A record of written warning may be kept at the school for a period of not less than two years, or until the pupil graduates or transfers, from that school. If the pupil transfers, the record may be forwarded to any school receiving the pupil's school records.</li> <li>➢ A record of the written warning may be maintained by the law enforcement agency in accordance with that law enforcement agency's policies and procedures.</li> </ul> </li> <li>• Hold Attendance Restorative Conference with student, mentor and school leader.</li> <li>• Schools must be available if families request a meeting.</li> <li>• [Student may also be required to attend makeup classes conducted on one day of a weekend.]</li> </ul>

4 unexcused full day absences OR 4 unexcused tardies or class session absences during the day exceeding 30 minutes OR combination thereof

**Second notification of truancy**

- Send Truancy Letter #3.
- Hold Attendance Review Meeting with student, family, and school leader to discuss the root causes of the attendance issue and develop a joint plan to improve the student's attendance.
- [Student may also be assigned by the school to an after-school or weekend study program located within the same county as the student's school. If the student fails to successfully complete the assigned study program, the student shall be subject to classification as a habitual truant.]

5 unexcused full day absences OR 5 unexcused tardies or class session absences during the day exceeding 30 minutes OR combination thereof

**Third notification of truancy; student is habitual truant**

- Send Truancy Letter #4.
- Refer student to a school attendance review board (SARB) or to the county probation department; student, parent and referrer must attend.
- Student may also be referred to a probation officer or district attorney mediation program pursuant.
- If the student does not successfully complete the truancy mediation program or other similar program, the student shall be subject to the jurisdiction of the juvenile court.

6 unexcused full day absences OR 6 unexcused tardies or class session absences during the day exceeding 30 minutes OR combination thereof

**Fourth notification of truancy**

- The student shall be within the jurisdiction of the juvenile court that may adjudge the pupil to be a ward of the court. If the student is adjudged a ward of the court, the student shall be required to do one of the following:
  - Performance at court-approved community services sponsored by either a public or private nonprofit agency for not less than 20 hours but not more than 40 hours over a period not to exceed 90 days, during a time other than the student's hours of school attendance or employment. The probation officer shall report to the court the failure of the student to comply with this paragraph.
  - Payment of a fine by the student of not more than fifty dollars for which a parent or legal guardian of the student may be jointly liable.
  - Attendance of a court-approved truancy prevention program.
  - Suspension or revocation of driving privileges. This subdivision shall apply only to a student who has attended a school attendance review board program, a program operated by a probation department acting as a school attendance review board, or a truancy mediation program.

Absent from school without a valid excuse for 10% or more of the school days in one school year, from the date of enrollment to the current date

**Student is chronic truant**

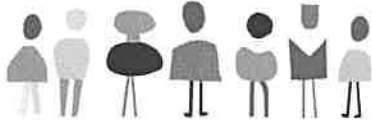
- Send Chronic Truancy Letter
- A District Attorney may exercise his or her authority to charge the parent of a chronically truant student with a criminal misdemeanor, under Penal Code section 270.1, when the guardian has failed to reasonably supervise and encourage the child's attendance. This may result in fines or imprisonment for the parent/guardian.







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# CONFIDENTIAL MEDICAL RELEASE POLICY

Home / Student & Family Resources / Confidential Medical Release Policy

Student & Family Resources

## CONFIDENTIAL MEDICAL RELEASE POLICY

School officials may (release) excuse a student from school for the purpose of obtaining confidential medical services without the knowledge or consent of a parent/guardian for students in grades 7-12 (E.C. 46010.1). Medical-care related to pregnancy prevention/treatment, treatment of an infectious, contagious or communicable disease or diagnose/treat rape/sexual assault; drug or alcohol related, mental health treatment, counseling or residential shelter services or HIV testing qualifies.

The student shall meet with the School Director, Dean of Operations or designated staff member to request approval to leave campus for confidential medical care. School staff releasing students for confidential medical services must assess whether or not the student's request is reasonable. For example, it may not be reasonable to release a student for services if the student has requested this kind of release on multiple occasions and did not access the services and/or there is reasonable suspicion that the student is not actually going to access the services. However, school staff shall not ask the purpose of an appointment for confidential medical services. The staff member shall inform the student of their responsibility to obtain and provide proof of treatment or appointment. It is recommended that the designated school staff member follow up with the student as necessary.

School staff may not provide or arrange for transportation for the student to the services or accompany the student to the medical services. School staff should not assume any responsibility for the student once the student leaves the school grounds. For example, school staff should not walk the student from the school to a bus stop.

Summit may not require that students obtain written parental permission prior to releasing them from school to receive confidential medical services and may not notify parents/guardians when students leave school to obtain such services. Parents are notified about the right to be excused from school for

school to obtain such services. Parents are notified about the right to be excused from school for confidential medical services during the enrollment process.

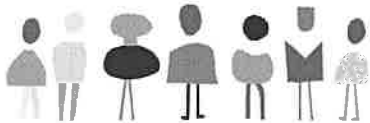
A student's absence, when released from school, shall be recorded in Illuminate as Medical (M) in coordination with the Dean of Operations and the Executive Director. The absence shall be cleared from any automated call system and parents shall not be notified of the absence. Any written verification regarding confidential medical services shall not appear in students' school records and shall be kept in a separate confidential file in a designated location.



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# DISCIPLINE POLICY

Home / Student & Family Resources / **Discipline Policy**

Student & Family Resources

## DISCIPLINE POLICY

### Graduated Discipline Plan

When we purposefully build peace in the community and maintain that peace through active community engagement, we limit the amount of time stakeholders spend making peace when norms have been violated. There is a shared responsibility among all members of the Summit community to build and keep peace in classrooms, during unstructured times and in all conversations. Each site works together to schedule and support each other in this community development. Our schools work everyday to help all students develop healthy relationships, identify common values and guidelines, develop social emotional understanding and skills, and develop a sense of ownership and belonging.

Summit's graduated discipline plan is in place for when the culture we've built is harmed and peace needs to be made. The policy is derived from our core beliefs about secure attachments and human development. We believe that:

- Physical and emotional safety are a prerequisite for building secure attachment.
- Feedback is essential to growth and college readiness.
- When principles guide actions instead of rules, students can generalize for the future.
- All students are capable of being college ready.
- In a high-trust organization, students prepare for the independence of adulthood.

When students take action that violates expectations articulated above, the faculty responds using the graduated discipline plan to restore an environment of trust, safety, and productivity. We primarily manage difficulties by preventing harm, resolving differences and helping students build the skill of

learning from their mistakes. If students continue to struggle to meet our norms, we use logical consequences with a focus on accountability, repairing harm, and reintegrating students into the community.

Summit uses restorative practices to guide teacher responses to student behavior. Restorative practices are a way of approaching behavior support from a framework of relationship maintenance and reconciliation. Restorative practices seek to use language and approaches to behavior that reverse the oppressive nature of top-down classrooms and schools. These systems work to build empathy in the individual or individuals who violate expectations and cause harm to the community. Our restorative practices also provide a way to assign logical consequences to inappropriate behavior. Summit has specific policies in place for actions such as harassment, intimidation, discrimination, and bullying, including cyberbullying. These policies, along with procedures for suspension and expulsion, are found in the appendix.

## Summary of the Behavior Levels and the Appropriate Teacher Responses —

Summit categorizes inappropriate behavior into four levels based on the severity and frequency of the behaviors. Each level of inappropriate behavior requires a different faculty response. Here is a summary of the behavior levels and the appropriate teacher responses:

### Summary of the behavior levels and the appropriate teacher responses

Level	Response	Description
<b>Level 1</b>	Redirect	<ul style="list-style-type: none"> <li>A student causes a minor disruption to the learning environment.</li> <li>The teacher quickly redirects the student to meet the expectations.</li> </ul>
<b>Level 2</b>	Reflect	<ul style="list-style-type: none"> <li>A student causes a significant disruption to the learning environment and/or repeats Level 1 behaviors after redirection.</li> <li>The teacher reestablishes the focus of the class and schedules time to reflect with the student on his/her decisions and behavior.</li> </ul>
<b>Level 3</b>	Reach out	<ul style="list-style-type: none"> <li>A student causes a disruption to the learning environment that breaches safety and/or repeats Level 2 behaviors after redirection and reflection.</li> <li>The teacher refers the student to the office and reestablishes the safety and focus of the class.</li> <li>The administrator reflects with the student and plans next steps, including communication with families and mentors.</li> </ul>

**Level 4**    Reset

- A student causes a significant breach in safety and/or repeats Level 3 behaviors after interventions.
- The teacher refers the student to the office and reestablishes the safety and focus of the class.
- The administrator considers suspension or expulsion, plans next steps, and communicates with families and mentors.

**Level 1 Behaviors: Redirect** —

## Level 1 Behaviors – Redirect

### Student Behaviors

Level 1 misbehaviors refer to behaviors that are distracting, disruptive, or otherwise in violation of expectations for a productive learning environment, such as being off-task, teasing a peer, etc. This is a behavior or action that can quickly be redirected without stopping the class.

### Desired Outcomes

- Disruptive behavior is stopped.
- All students remain actively engaged in learning in class.
- All students understand consistent expectations and consequences.

### Teacher Actions

- Restate the expectations.
- Redirect the student behavior clearly and concisely.
- Resume focus on instructional plans.

**Level 2 Behaviors: Reflect** —

## Level 2 Behaviors – Reflect

### Student Behaviors

A student has been defiant or disrespectful (this is the first offense or the behavior is new) or Level 1 behaviors have continued despite interventions.

### **Desired Outcomes**

- Disruptive behavior is stopped; power struggle is avoided.
- Student understands the impact of his/her behavior.
- All students remain actively engaged in learning in class.
- All students understand consistent expectations and consequences.

### **Teacher Actions**

- Clearly state to the student how and why his/her behavior violated expectations.
- Give the student space to cool down and consider his/her action.
- Engage the student in a reflective conversation to understand his/her impact on others.
- Make a plan for the student to be able to meet expectations in the future.
- Give a clear warning that continuation of the behavior will result in removal from the classroom.

## **Level 3 Behaviors: Reach Out**

## **Level 3 Behaviors – Reach Out**

### **Student Behaviors**

- A student engages in a behavior that does not meet the norms of the class. The teacher attempts Level 1 and Level 2 interventions to redirect the behavior, and the student continues inappropriate behavior.
- Alternatively, a student engages in a behavior that is majorly disruptive, dangerous to others, or illegal.
- A student engages in plagiarism or another act of academic dishonesty.
- A student skips class or leaves school without appropriate adult permission.
- A student video tapes another student or incident or post pictures of another student without permission from the student.
- A student distributed, arranged to sell or sold non-prescription drugs or uncontrolled substances.
- A student uses discriminatory or hateful language that may not rise to the level of bullying, discrimination, harassment or hate violence as defined below.

### **Desired Outcomes**

- The safety of the classroom is maintained.
- The classroom engagement in learning resumes as quickly as possible.
- All students understand consistent expectations and consequences.



- The student violating the expectations is referred to an administrator.
- The student's negative behavior is recorded and tracked.

### **Teacher Actions**

- Clearly state how and why the behavior violated expectations.
- Instruct the student to leave the classroom and go directly to the front office.
- Fill out the discipline tracker.

### **Administrator Actions**

- In this case, an administrator may be one of the School Directors or Deans
- Administrator reads the incident report and runs a restorative conference with the student to reflect on his/her actions and determine next steps to repair the harm done to the community.
- Administrator documents the conversation and next steps in the discipline tracker.
- Administrator brings the student back to class to facilitate a check in with teacher before student reenters the classroom.
- The administrator or his/her designee communicates home to the student's family about the incident.
- The administrator or his/her designee ensures that all next steps are completed, and documents this fact in the discipline tracker.

### **Level 4 Behaviors: Reset**

## **Level 4 Behaviors – Reset**

### **Student Behaviors**

- A student continues to engage in Level 3 behaviors even after interventions.  
OR
- A student engages in one of enumerated offenses described in the appendix.

### **Desired Outcomes**

- The school and its community remain physically and emotionally safe.
- The student and his/her support network identify root causes of the unacceptable behavior.
- The student understands the impact of his/her behavior on the community.
- The student makes a plan to restore the harm s/he has caused.
- The student executes the plan and is reintegrated into the community.

## Administrator Actions

The process for responding to Level 4 behaviors is the most nuanced, complex, and personalized. While suspension and expulsion may be considered for Level 4 behaviors, sometimes they are not chosen as the best strategy to meet the outcomes listed above. Depending on the situation, the School Director

may lead a family conference, a restorative circle, or some other plan for the student to understand and then restore his/her impact on the community. The school expects all parties to fully participate in the restorative process in the majority of situations when students have the option to be reintegrated into the community. Students who choose not to opt into the restorative process are subject to further disciplinary action.

If the student opts out of restorative processes, or when the School Director determines it is appropriate to move forward with the long-term suspension or expulsion process, the student is entitled to a hearing by an Administrative Panel. Any of the student behaviors listed under Level 4 behaviors above could lead to a recommendation for expulsion. Students with special education needs must have a manifestation hearing before being expelled. A complete description of the suspension and expulsion procedures including the process and timeline for hearings and decision making are included on the school website.

## Suspension and Expulsion Policy (California) —

### Suspension and Expulsion Policy (California)

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 Summit Public Schools (“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.

**[View the entire Suspension and Expulsion Policy for California schools \(PDF\)](#)**

## Suspension and Expulsion Policy (Washington) ▼



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# FREEDOM OF EXPRESSION POLICY

Home / Student & Family Resources / Freedom of Expression Policy

Student & Family Resources

## FREEDOM OF EXPRESSION POLICY

Summit Public Schools ("Summit") believes that free inquiry and exchange of ideas are essential components of education. Summit respects students' rights to express ideas and opinions, take stands on issues, and support causes, even when such expression is controversial or unpopular.

Students have a legal right to exercise freedom of speech, expression, and of the press including, but not limited to, the use of bulletin boards, the distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities.

At the same time, the law is clear that a student's right of free expression is not unfettered and that the Freedom of Speech, Expression, and the Press protections do not prevent a school from imposing certain restrictions and/or imparting discipline for certain forms of speech or expression that may be considered disruptive to the community, in violation of school policies and/or considered harassment, bullying, threats and/or intimidation. Summit reserves the right to place reasonable time, place and manner restrictions on any expression if the faculty and/or administration determine that such a restriction is appropriate.

Additionally, some forms of student expression may be absolutely restricted. These include:

- Expression that creates or threatens danger, and/or unlawful acts.
- Expression that threatens or presents a violation of Summit Public Schools' Policy on Harassment, Intimidation, Discrimination and Bullying.
- Expression that creates or threatens a substantial disruption of the orderly operation of the school.
- Expression that impinges on the rights of others.

- Vulgar, lewd, obscene, and plainly offensive speech or conduct; and
- Expression that is libelous or slanderous.

## **Distribution of Circulars, Newspapers, and Other Printed Matter**

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### **Distribution of Circulars, Newspapers, and Other Printed Matter**

Students shall be allowed to distribute circulars, leaflets, newspapers, and pictorial or other printed matter, and to circulate petitions, subject to the following specific limitations:

- Leaflets, pictorial and other printed matter to be distributed shall be submitted to the Summit school site Administrator designee at least one school day prior to distribution.
- Distribution, free or for a fee, may take place at any time except during instructional time and providing there is no substantial disruption in the school programs (as determined by the Summit school site Administrator).
- The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions.
- The solicitation of signatures must not take place in instructional classes or school offices, nor be substantially disruptive to the school program (as determined by the Summit school site Administrator).
- Pupil editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations of this section. However, it shall be the responsibility of the adviser or advisers of pupil publications to supervise the production of the pupil staff, to maintain professional standards of English and journalism, and to maintain the provisions of this section.
- There shall be no prior restraint of material prepared for official school publications except insofar as it violates this policy. Summit officials shall have the burden of showing justification without undue delay prior to a limitation of pupil expression under this section.

## **Buttons, Badges, and Other Insignia**

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### **Buttons, Badges, and Other Insignia of Symbolic Expression**

Students shall be permitted to wear buttons, badges, armbands, and other insignia as a form of expression, subject to the prohibitions enumerated in this Policy.

## **Use of Bulletin Boards**

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### **Use of Bulletin Boards**

Students will be provided with bulletin boards, upon request and subject to availability, for use in posting student materials on campus locations convenient to student use. Where feasible, the location and quantity of such bulletin boards shall be by mutual agreement of student government

representatives and Summit administration. Posted material must be in compliance with other sections of this Policy, particularly regarding the distribution of materials and prohibited speech.

## **Organized Demonstrations**

### **Organized Demonstrations**

Students have the right to lawful organized on-campus demonstrations, subject to the provisions of this Policy and applicable law. Demonstrations that incite pupils to create a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations, or demonstrations that substantially disrupt the orderly operation of the school are prohibited.

No organized demonstrations by school groups may take place during school hours off the school campus unless sanctioned by school authorities and supervised by a designated school authority. No individual student may demonstrate in the name of the school or as an official school group at any time unless authorized by the school to participate in the activity.

## **Enforcement**

### **Enforcement**

1. The Summit school site Administrator or designee shall review material submitted in a reasonable amount of time and shall allow the approved material to be distributed according to the time and manner established by this Policy.
2. Any student may appeal the decision of the Summit school site Administrator who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five school days from the time the unsatisfactory decision was rendered.
3. The Summit school site administrator shall work with student government representatives in the development of these procedures. Student responsibilities shall be emphasized.
4. The Summit school site administrator shall inform Students who the administrator knows or should know are considering actions in the areas covered by this Policy of the possible consequences of their action under each specific circumstance.
5. This Policy does not prohibit or prevent the Summit Governing Board from adopting otherwise valid rules and regulations relating to oral communications by pupils upon the premises of each Summit school.
6. No Summit employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a pupil engaged in the conduct authorized under this Policy, or refusing to infringe upon conduct that is authorized under this Policy, the First Amendment to the United States Constitution, or Constitution of this state.



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# Parent and Family Engagement Policy

Our charter school recognizes and believes in the critical role parents play in their children's education, and we are committed to deepening the relationship and engagement between our parent community and our school. As such, our school - which acts as its own Local Education Agency (LEA) - adopts, and will enact, the following LEA Title I Parental Involvement Policy in compliance with Section 1118 of the Elementary and Secondary Education Act (20 USC §6318(a) – (f)).

This LEA Title I Parental Involvement Policy will establish policies, processes and supports to build, grow and refine meaningful consultation with the parents of our students. The policies, practices and supports set forth herein will be reviewed and revised annually. Our school will examine data regarding the effectiveness of this policy and the effectiveness of our school-level Parental Involvement Plan developed pursuant to this policy. In addition, we will identify barriers to parental engagement and will refine these policies, practices and supports to improve parental engagement if/as needed; these improvements will be jointly developed with our Title I parent community.

## **Involving Parents in the Joint Development of the LEA Policy & Plan**

This policy was developed jointly with members of our Title I parent community. All parents were given the opportunity to provide input and feedback on the various components that constitute this policy by completing the parent survey.

The survey was distributed electronically to all parents and targeted outreach to Title I parents was conducted through phone calls and in person meetings. The survey was translated for parents who speak a language other than English and paper copies of the survey were made available for families with limited access to internet.

Survey results were analyzed according to various parent subgroups. Title I parent feedback was used to inform the development of our LEA policy and plan. We also shared the collected parent input with Summit Public Schools (the CMO), and Summit Public Schools incorporated the aggregated parent feedback into organization-wide strategies and practices.

## **Coordination, Technical Assistance, and Other Support**

Our school is a part of Summit Public Schools, a charter management organization ("CMO"). As part of our services contract with Summit Public Schools, we have access to CMO teams and individuals who support various aspects of community outreach, family engagement, and communications. We can reach out and rely on all these individuals and their respective expertise whenever needed.

These individuals work to build infrastructure, tools, and best practices across the organization to better support and engage families. They solicit and incorporate parent feedback in jointly developing organization-wide parent engagement strategies and support services, while also offering customized support and strategies for each school.

## **Building School & Parent Capacity for Strong Parental Involvement**

Our school is committed to building staff and parent capacity through access to information and training in order to meet the following goals:

- Provide volunteer opportunities for parents to be involved to support their school and students' education.
- Provide reasonable support for Title I parental involvement activities as parents may request.

Summit Public Schools also has built an online Summit Learning Platform that provides students, teachers, and parents real-time access to student coursework, grades, goals, action plans, and reflections. We provide parents a personal login at the start of the school year. This is a powerful tool for parents to both check in on their student's progress and performance, as well as to help them reflect on what they're doing well and how they can improve to reach both their academic and personal goals.

### **Involving Parents in the Process of Policy Review and Improvement - Annual Evaluation**

At the close of every year, our school will provide Title I parents an in-person opportunity to evaluate our school's parent involvement policy and plan, review our school's academic performance and provide feedback on our school's strengths and areas for improvement. During this meeting, parents will also be asked to identify barriers to greater parental participation. Each year, we will incorporate this parent feedback into a revised LEA policy and/or plan, as needed, within 60 days of the meeting.

If an individual Summit charter school is identified as a "Program Improvement" (PI) school, this will be discussed at a separate parent meeting.

### **Title I Parent Involvement in On-going School Activities- Removing Barriers to Participation**

Summit will actively promote the participation of Title I parents in all school activities and will work to identify barriers to participation. When identifying barriers to participation, particular attention will be paid to:

- Parents who are economically disadvantaged;
- Parents who are disabled;
- Parents who have limited English proficiency;
- Parents who have limited literacy; and
- Parents of any racial or ethnic minority background.

### **Inclusion of Parents with Limited English Proficiency, Parents with Disabilities and Parents of Migratory Children**

Summit Public Schools, to the extent practicable, will actively encourage and provide opportunities for participation to parents with limited English proficiency, parents with disabilities, and parents of migratory children. Similarly, each individual Summit charter school will actively engage and provide opportunities for participation to parents with limited English proficiency, parents with disabilities and parents of migratory children.

### **Parental Access to This Policy and Parental Notification of Changes to This Policy**

At the start of every school year, our school will publish a copy of this policy on its website. Moreover, we shall maintain a current copy of our parent involvement policy on site and available upon request. Parents shall be notified of any changes to this policy in a timely manner.

## **Student and Staff Boundaries Policy**

### **Disciplinary Physical Contact with Students**

It is the policy of Summit Public Schools that no teacher or other staff member will use corporal punishment against a student. This prohibition includes spanking, slapping, pinching, hitting, tying, taping, or the use of any other physical force as retaliation or correction for inappropriate behavior.

15. Taking or requesting photographs or videos of students for personal use or posting online
16. Either partially or fully undressing in front of a student or asking a student to undress, with the intent to view/expose private body parts
17. Leaving campus alone with a student for lunch
18. Sharing a bed, mat, or sleeping bag with a student
19. Making, or participating in, sexually inappropriate comments
20. Sexual jokes, or jokes/comments with sexual overtones or double-entendres
21. Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
22. Listening to or telling stories that are sexually oriented
23. Discussing your personal troubles or intimate issues with a student
24. Becoming too involved with a student so that a reasonable person may suspect inappropriate behavior
25. Giving students a ride to/from school or school activities without the express, advance written permission of the Executive Director and the student's parent or legal guardian
26. Being alone in a room with a student at school with the door closed and/or windows blocked from view
27. Allowing students at your home and/or in rooms within your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or designated school volunteer
28. Staff mirroring the immature behavior of minors
29. Sending emails, text messages, social media responses, making phone calls, or sending notes or letters to students if the content is not about school activities. Communication via private social media accounts is not acceptable.

#### Acceptable Behaviors

1. Pats on the shoulder or back
2. Handshakes
3. "High-fives" and hand slapping
4. Touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
5. Placing TK through second grade students on one's lap for purposes of comforting the child for a short duration only
6. Holding hands while walking with small children or children with significant disabilities
7. Assisting with toileting of small or disabled children in view of another staff member
8. Touch required under an IEP or 504 Plan
9. Reasonable restraint of a violent person to protect self, others, or property
10. Obtaining formal written pre-approval to take students off school property for activities such as field trips or competitions, including parent's written permission and waiver form for any sponsored after-school activity whether on or off-campus
11. Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via transparent [non-private] school-based technology and equipment)
12. Keeping the door wide open when alone with a student
13. Keeping reasonable and appropriate space between you and the student
14. Stopping and correcting students if they cross your own personal boundaries, including touching legs, or buttocks, frontal hugs, kissing, or caressing
15. Keeping parents informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
16. Keeping after-class discussions with a student professional and brief
17. Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries
18. Involving your direct supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)

criminal investigation. Only law enforcement has the authority to grant clearance to investigate the matter administratively.

Upon receiving information from the mandated reporter, the designated responsible administrator must take immediate action to stop the alleged inappropriate conduct  $\frac{3}{4}$  by removing the employee (or volunteer/vendor/guest) from the classroom or worksite when there is a potential risk to student or school safety. The ED shall consult with legal counsel as appropriate, prior to, during, and after conducting any investigation.

## Consequences

Staff members who have violated this policy will be subject to appropriate disciplinary action, and where appropriate, will be reported to authorities for potential legal action.

# BREAKFAST & LUNCH MENUS

Home / Student & Family Resources / Meal Program and Policies / **Breakfast & Lunch Menus**

Student & Family Resources

## BREAKFAST & LUNCH

### Update as of September 15, 2020

The USDA has extended the ability for schools to serve free meals through December 31st! What does this mean for you and your family?

- Meals served at Summit Public Schools will now be FREE for all children!
- Anyone under 19 (including students' family members and non Summit students) can now pick up meals for free at our sites.
- Please contact your school site for a distribution schedule.

It is incredibly important that our students eat healthy meals to be fueled for the day! Countless studies show that with better nutrition students are better able to learn, have fewer absences, have behavioral improvements, and achieve more academically.

Breakfast and lunch are provided by LunchMaster in California and Fresh N Local in Washington, which follows the strict regulations of the National School Lunch Program.

**See Meal Program pricing, information, policies, and Free and**



## **California Schools Menus**

- **September Menu for California Schools (Google Doc)**

## **Washington Schools Menus**

- **August Menu for Washington Schools (PDF)**
- **September Menu for Washington Schools (PDF)**
- **October Menu for Washington Schools (PDF)**

## **Contact Information**

If you have any questions about our meal program, please contact the Dean of Operations of the school:

### **California Schools**

- Summit Denali Middle School
  - › Chloe Sargeant – [csargeant@summitps.org](mailto:csargeant@summitps.org)
- Summit Denali High School
  - › Alvaro Loza – [aloza@summitps.org](mailto:aloza@summitps.org)
- Summit Everest
  - › Ana Lara – [alara@summitps.org](mailto:alara@summitps.org)
- Summit K2 Middle School
  - › Michael Bradley – [mbradley@summitps.org](mailto:mbradley@summitps.org)
- Summit K2 High School
  - › Kalyn Olson – [kolson@summitps.org](mailto:kolson@summitps.org)
- Summit Prep
  - › Uriel Rafael – [urafael@summitps.org](mailto:urafael@summitps.org)
- Summit Shasta
  - › Claudia Chavez – [cchavez@summitps.org](mailto:cchavez@summitps.org)
- Summit Tahoma
  - › Delaney Kerkhof – [dkerkhof@summitps.org](mailto:dkerkhof@summitps.org)
- Summit Tamalpais

Summit Olympus

› Xochil Rodriguez-Villalpando – [xrodriguezvillalpando@summitps.org](mailto:xrodriguezvillalpando@summitps.org)

## Washington Schools

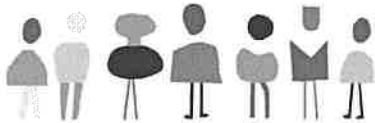
- Summit Atlas
  - › Jonathan Rahaeuser – [jrahaeuser@summitps.org](mailto:jrahaeuser@summitps.org)
- Summit Olympus
  - › Kim Combs – [kcombs@summitps.org](mailto:kcombs@summitps.org)
- Summit Sierra
  - › Brittni Thompson – [bthompson@summitps.org](mailto:bthompson@summitps.org)



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# SCHOOL FORMS

Home / Student & Family Resources / **School Forms**

Student & Family Resources

## SCHOOL FORMS

### Parent Volunteer Packets

California Schools

- [Parent Volunteer Packet \(English\) \(PDF\)](#)
- [Parent Volunteer Packet \(Spanish\) \(PDF\)](#)

Washington Schools

- [Parent Volunteer Packet – English \(PDF\)](#)
- [Parent Volunteer Packet – Spanish \(PDF\)](#)

### Parent Volunteer Driver Forms

California Schools

- [2020 – 2021 Driver Application \(English\) \(Google Doc\)](#)
- [2020 – 2021 Driver Application \(Spanish\) \(Google Doc\)](#)

### Live Scan Forms

California Schools

## California Schools

- [Summit Denali Live Scan Form \(PDF\)](#)
- [Summit Tahoma Live Scan Form \(PDF\)](#)
- [Summit Everest Live Scan Form \(PDF\)](#)
- [Summit Prep Live Scan Form \(PDF\)](#)
- [Summit Shasta Live Scan Form \(PDF\)](#)
- [Summit K2 Live Scan Form \(PDF\)](#)
- [Summit Tamalpais Live Scan Form \(PDF\)](#)

## Free and Reduced-Price Meal Forms

Online Form

[www.mymealtime.com](http://www.mymealtime.com)

## Athletic Forms

California Schools

- [2020 – 2021 Athletics & Physical Education Packet – California Schools \(Google Doc\)](#)

Washington Schools

- [2020 – 2021 Athletics & Physical Education Packet – Washington Schools \(Google Doc\)](#)

## Medical Forms

All Schools

- [2020 – 2021 Self Medical Authorization \(English & Spanish\) \(Google Doc\)](#)

California Schools

- [Mental Health Access Information 2019-2020 \(English\) \(Google Doc\)](#)
- [Mental Health Access Information 2019-2020 \(Spanish\) \(Google Doc\)](#)

## Additional Forms

- [Summit Name/Gender Marker Change Form \(PDF\)](#)
-



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# SUICIDE PREVENTION POLICY

Home / Student & Family Resources / **Suicide Prevention Policy**

Student & Family Resources

# SUICIDE PREVENTION POLICY

Our suicide prevention policy has guidelines for suicide prevention, intervention, and postvention. It covers actions that take place in the school, on school property, at school-sponsored functions and activities, and at school sponsored out-of-school events where school staff are present. It applies to the entire school community, including educators, school and district staff, students, parents/guardians, and volunteers. It also cover appropriate school responses to suicidal or high risk behaviors that take place outside of the school environment.

## Prevention

### Prevention

#### Staff Professional Development

All staff will receive annual professional development on the problem of youth suicide, common risk factors related to youth suicide, successful strategies for youth suicide prevention, the immediate steps a staff member should take if they encounter a student who is threatening suicide, and best practices for intervention after a suicide ("postvention").

#### Youth Suicide Prevention Programming

Developmentally-appropriate, student-centered education materials will be integrated into our health curriculum. The content of these age-appropriate materials will include:

1. The importance of safe and healthy choices and coping strategies.
2. How to recognize risk factors and warning signs of mental disorders and suicide in oneself and others.

3. Help-seeking strategies for oneself or others, including how to engage school resources and refer friends for help.

In addition, schools may provide supplemental small group suicide prevention programming for students.

## **Publication and Distribution**

This policy will be distributed annually.

## **Intervention**

## **Intervention**

### **Assessment and Referral**

When a student is identified by a staff person as potentially suicidal, i.e., verbalizes about suicide, presents overt risk factors such as agitation or intoxication, the act of self-harm occurs, or a student self-refers, the student will be seen by a school employed mental health professional within the same school day to assess risk and facilitate referral. If there is no mental health professional available, a school nurse, Executive Director or other designee will fill this role until a mental health professional can be brought in.

For youth at risk:

1. School staff will continuously supervise the student to ensure their safety.
2. The Executive Director will be made aware of the situation as soon as reasonably possible.
3. The school employed mental health professional or Executive Director will contact the student's parent or guardian, as described in the Parental Notification and Involvement section, and will assist the family with urgent referral. When appropriate, this may include calling emergency services or bringing the student to the local emergency department, but in most cases will involve setting up an outpatient mental health or primary care appointment and communicating the reason for referral to the healthcare provider.
4. Staff will ask the student's parent or guardian for written permission to discuss the student's health with outside care, if appropriate.

### **In-School Suicide Attempts**

In the case of an in-school suicide attempt, the health and safety of the student is paramount. In these situations:

1. First aid will be rendered until professional medical treatment and/or transportation can be received, following district emergency medical procedures.
2. School staff will supervise the student to ensure their safety.
3. Staff will move all other students out of the immediate area as soon as possible.
4. If appropriate, staff will immediately request a mental health assessment for the youth.

5. The school employed mental health professional or Executive Director will contact the student's parent or guardian, as described in the Parental Notification and Involvement section.
6. Staff will immediately notify the Executive Director regarding in-school suicide attempts.
7. The Executive Director will engage as necessary staff to assess whether additional steps should be taken to ensure student safety and well-being.

### **Re-Entry Procedure**

For students returning to school after a mental health crisis (e.g., suicide attempt or psychiatric hospitalization), a school employed mental health professional, the Executive Director, or designee will meet with the student's parent or guardian, and if appropriate, meet with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school.

1. A school employed mental health professional or other designee will be identified to coordinate with the student, their parent or guardian, and any outside mental health care providers.
2. The parent or guardian will provide documentation from a mental health care provider that the student has undergone examination and that they are no longer a danger to themselves or others.
3. The designated staff person will periodically check in with student to help the student readjust to the school community and address any ongoing concerns.

### **Out-of-School Suicide Attempts**

If a staff member becomes aware of a suicide attempt by a student that is in progress in an out-of-school location, the staff member will:

1. Call the police and/or emergency medical services, such as 911.
2. Inform the student's parent or guardian.
3. Inform the school suicide prevention coordinator and Executive Director.

If the student contacts the staff member and expresses suicidal ideation, the staff member should maintain contact with the student (either in person, online, or on the phone). The staff member should then enlist the assistance of another person to contact the police while maintaining verbal engagement with the student.

### **Parental Notification and Involvement**

In situations where a student is assessed at risk for suicide or has made a suicide attempt, the student's parent or guardian will be informed as soon as practicable by the Executive Director, designee, or mental health professional. If the student has exhibited any kind of suicidal behavior, the parent or guardian should be counseled on "means restriction," limiting the child's access to mechanisms for carrying out a suicide attempt. Staff will also seek parental permission to communicate with outside mental health care providers regarding their child.

Through discussion with the student, the Executive Director or school employed mental health professional will assess whether there is further risk of harm due to parent or guardian notification. If the Executive Director, designee, or mental health professional believes, in their professional capacity, that contacting the parent or guardian would endanger the health or well-being of the student, they may delay such contact as appropriate. If contact is delayed, the reasons for the delay should be

documented.

## Postvention/Response

# Postvention/Response

The Executive Director will complete, or designate the completion, of the following steps:

1. Verify the death. Staff will confirm the death and determine the cause of death through communication with a coroner's office, local hospital, the student's parent or guardian, or police department. Even when a case is perceived as being an obvious instance of suicide, it should not be labeled as such until after a cause of death ruling has been made. If the cause of death has been confirmed as suicide but the parent or guardian will not permit the cause of death to be disclosed, the school will not share the cause of death but will use the opportunity to discuss suicide prevention with students.
2. Assess the situation. The Executive Director will meet with staff to prepare the postvention response, to consider how severely the death is likely to affect other students, and to determine which students are most likely to be affected. Staff will also consider how recently other traumatic events have occurred within the school community and the time of year of the suicide. If the death occurred during a school vacation, the need for or scale of postvention activities may be reduced.
3. Share information. Before the death is officially classified as a suicide by the coroner's office, the death can and should be reported to staff, students, and parents/guardians with an acknowledgement that its cause is unknown. Inform the faculty that a sudden death has occurred, preferably in a staff meeting. Write a statement for staff members to share with students. The statement should include the basic facts of the death and known funeral arrangements (without providing details of the suicide method), recognition of the sorrow the news will cause, and information about the resources available to help students cope with their grief. Public address system announcements and school-wide assemblies should be avoided. The Executive Director may prepare a letter (with the input and permission from the student's parent or guardian) to send home with students that includes facts about the death, information about what the school is doing to support students, the warning signs of suicidal behavior, and a list of resources available.
4. Avoid suicide contagion. It should be explained in the staff meeting described above that one purpose of trying to identify and give services to other high risk students is to prevent another death. The Executive Director will work with teachers to identify students who are most likely to be significantly affected by the death. In the staff meeting, the Executive Director will review suicide warning signs and procedures for reporting students who generate concern. The Executive Director should also review these warning signs and procedures in the event of a suicide occurring on another school campus that is co-located with the school.
5. Initiate support services. Students identified as being more likely to be affected by the death will be assessed by a school employed mental health professional to determine the level of support needed. The Executive Director will coordinate support services for students and staff in need of individual and small group counseling as needed. In concert with parents or guardians, the Executive Director will refer to community mental healthcare providers to ensure a smooth transition from the crisis intervention phase to meeting underlying or ongoing mental health needs.
6. Develop memorial plans. The school should not create on-campus physical memorials (e.g. photos, flowers), funeral services, or fly the flag at half-mast because it may sensationalize the death and encourage suicide contagion. School should not be canceled for the funeral. Any school-based memorials (e.g., small gatherings) will include a focus (e.g., on how to prevent future suicides and prevention resources



available.

## External Communication

# External Communication

The Executive Director or designee will be the sole media spokesperson. Staff will refer all inquiries from the media directly to the spokesperson. The spokesperson will:

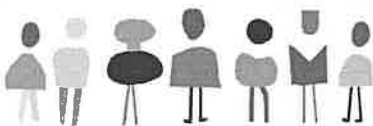
1. Keep the Superintendent or designee informed of school actions relating to the death.
2. Consult the Director of Government Affairs or Manager of Communications before engaging in any external communication.
3. Prepare a statement for the media including the facts of the death, postvention plans, and available resources. The statement will not include confidential information, speculation about victim motivation, means of suicide, or personal family information.
4. Answer all media inquiries. If a suicide is to be reported by news media, the spokesperson should encourage reporters not to make it a front-page story, not to use pictures of the suicide victim, not to use the word suicide in the caption of the story, not to describe the method of suicide, and not to use the phrase "suicide epidemic" – as this may elevate the risk of suicide contagion. They should also be encouraged not to link bullying to suicide and not to speculate about the reason for suicide. Media should be asked to offer the community information on suicide risk factors, warning signs, and resources available.



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# TECHNOLOGY POLICY

Home / Student & Family Resources / **Technology Policy**

Student & Family Resources

## STUDENT TECHNOLOGY POLICY

To equip students with the technology tools needed at Summit Public Schools (“SPS”), each SPS student is provided with, among other things, a Chromebook, a Chromebook charger, earbuds, and access to online learning resources. As individuals preparing for success in college and beyond, SPS entrusts our students with managing their own devices and making good decisions while using Summit technology. Students are to uphold SPS norms in their use of all SPS technology.

Specifically, we expect students to behave with integrity, responsibility, and respect when using devices and the internet connection provided by SPS, and other parts of our technology infrastructure. SPS expects our students to exhibit the highest level of digital citizenship and courtesy at all times. We strongly encourage parents to monitor their child’s internet use at home and to engage in conversations about appropriate internet usage.

This Student Technology Policy (the “Policy”) governs student and parent use of SPS technology including, but not limited to: SPS Chromebooks and internet access. In addition, this Policy sets forth our expectations concerning the use of third-party applications which Users access through SPS technology such as G-Suite for Education accounts (e.g. Gmail, Calendar, Hangouts, Drive, Docs, Sheets, Slides, Google Sites) and the Summit Learning Platform, each of which has a terms of service, user agreement, and/or policy governing their use.

By using the technology provided to you by SPS, you acknowledge and agree to comply with the terms outlined in this Policy.

### Content Filtering

### Content Filtering

## Content Filtering

In accordance with the federal **Children's Internet Protection Act**, SPS uses technology protection measures to limit access by minors to (1) inappropriate matter on the internet and (2) visual depictions that are harmful to minors. Any attempt to circumvent these content filtering protections is prohibited.

In the event that a student intentionally or inadvertently accesses inappropriate materials or material deemed harmful to minors despite the filtering technology, SPS and its individual school sites will not be liable.

For additional information on content filtering as prescribed by the Children's Internet Protection Act and its associated guidelines, please see **guidance from the Federal Communications Commission website**.

### Regulations of Access - 1. Important Consequences of Access

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## Regulations of Access – 1. Important Consequences of Access

1. Internet access and use of SPS devices are privileges, and not a right. All users, including students, should be aware that SPS may restrict, revoke, or cancel access for any reason, with or without advance notice
2. Violations of this Policy will be addressed according to the Graduated Disciplinary Plan and federal or state law, if applicable.
3. SPS will cooperate fully with local, state, and federal officials in connection with any legal or regulatory investigation concerning or relating to any allegations of illegal activity conducted through the SPS technology.

### Regulations of Access: 2. Privacy

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## Regulations of Access: 2. Privacy

1. By using SPS technology, students and other users acknowledge and agree that there is no expectation of privacy while using SPS technology.
2. SPS reserves the right to monitor and track usage of SPS technology.
3. SPS discourages the storage of personal data on SPS technology and is not responsible for the loss or damage of any data stored or transmitted on SPS technology.
4. SPS may collect and store information about usage which includes, but is not limited to, the date and time a user visits a website and information about the user's activities while online.
5. The Children's Internet Protection Act requires SPS to monitor and review online activities originating from SPS devices or SPS technology. If monitoring leads SPS to discover that a user has violated or may be violating SPS's policies or federal or state law, SPS reserves the right to conduct an investigation and cooperate with law enforcement.

6. Users should be aware that files, including personal files, which are stored or transmitted through SPS technology may be subject to discovery requests and disclosure during legal, governmental or regulatory investigations, actions, suits or proceedings and in accordance with public records laws.

### **Regulations of Access: 3. Parental Notification and Responsibility**

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## **Regulations of Access: 3. Parental Notification and Responsibility**

Parents are responsible for monitoring student use of SPS technology when students are at home. Parents should review this Policy and their obligation to reinforce the expectations included in the Policy. We also strongly encourage parents to engage in conversations about responsible online behavior with their children.

### **Regulations of Access: 4. Limitations on Usage**

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## **Regulations of Access: 4. Limitations on Usage**

### **a) Personal Safety for Students**

SPS strongly recommends that all students follow the guidelines below:

1. Students should not post or transmit photographs, videos, personal information, or contact information about themselves, fellow students, or other people over the internet.
2. Students should not agree to meet with someone they have met online.

Students should promptly disclose to their mentor or other school employee any electronic communications they receive that is inappropriate or makes them feel uncomfortable.

### **b) Inappropriate Behavior**

Students are expected to uphold the highest level of digital citizenship at all times:

1. Students will not use or post inappropriate language in public or private communications.
2. Students will not engage in behavior or disseminate information that interferes with the educational process.
3. Students will not knowingly or recklessly post false or defamatory information about a person or organization.
4. Students will not post personal information about another person.
5. Students will not repost a message that was sent to them privately without permission of the person who sent them the message.

### **c) Illegal Activities**

### c) Illegal Activities

The following activities are illegal and will be handled according to the Graduated Disciplinary Plan and engagement with the appropriate legal authorities:

1. Attempting to "hack" or gain unauthorized access to systems or data including through using others' passwords or accounts
2. Transmitting malicious files or attempting to compromise SPS's network infrastructure, including transmitting a large amount of data
3. Transmitting software or data that is copyrighted or belonging to others without permission
4. Recording others without their permission
5. Engaging in any other illegal activity online or with your Chromebook

### d) Cyberbullying

Cyberbullying (e.g. using online systems to abuse, threaten, harass, impersonate, or otherwise denigrate others) is prohibited. Cyberbullying includes, but is not limited to direct attacks (e.g. hurtful messages sent from the cyberbully to the target through email, social networking sites, instant messaging, or other forums); indirect attacks or campaigns (e.g. widespread messages that hurt the victim's reputation); and invasions of privacy (e.g. the cyber bully going through the victim's computer or cell phone in order to find private emails, text messages, or photos and then sharing those personal details or pictures with others).

SPS must comply with anti-bullying laws as defined by the California Education Code and Washington State Law. Any student who is a target of cyberbullying attempts or who notices cyberbullying should notify a teacher immediately.

### e) Data

SPS has implemented Information Security measures in an effort to protect student data. However, users are responsible for taking precautions with their own accounts and information.

1. Users are responsible for their devices and accounts, if any, and should take all reasonable precautions to prevent others from being able to access or user their account.
2. Under no conditions should a student provide their password to another person.
3. Students will immediately notify a teacher or school official if they identify a possible security issue (such as disclosure of their password to another person).
4. Users should not attempt to uncover security issues because this may be construed as an illegal attempt to gain access.

### f) Respecting Resource Limits

1. Students will use the system for educational and professional activities.
2. Students will refrain from downloading large files.
3. Students will not post chain letters or engage in "spamming." Spamming is sending an unsolicited message to many people.
4. Students will check their email frequently and delete unwanted messages.
5. Students will not send email containing commercial links except for educational purposes.

## **g) Plagiarism and Copyright Infringement**

1. Students will not plagiarize works that they find on the internet or elsewhere. Plagiarism is taking the ideas or writings of others and presenting them as if they were original to the user.
2. Students will respect the rights of copyright owners and not infringe on those rights. Copyright infringement occurs when an individual inappropriately reproduces a work that is protected by a copyright. If a work contains language that specifies acceptable use of that work, the user should follow the expressed requirements. If the user is unsure whether or not they can use a work, they should request permission from the copyright owner.
3. Copyright ©, Trademark ™ and/or Registered ® laws must be adhered to at all times. All materials from the internet and other digital resources, including graphics, which are used in student projects or reports, must be properly cited. Copyrighted, trademarked or registered materials may not be placed on the internet without the permission of the author

## **h) Access to Inappropriate Material**

1. Students will not use the SPS technology to access or disseminate material that is profane or obscene (e.g., pornography), that advocates illegal or dangerous acts, or that advocates violence or discrimination towards other people (e.g., hate literature). A special exception may be made if the purpose is to conduct research and is approved by the teacher.
2. If students inadvertently access such information, they should immediately disclose the inadvertent access to a teacher. This will protect users against an allegation that they have intentionally violated this Policy.

## **i) Other Inappropriate Behavior**

1. Students will not use SPS technology for advertising, promotional activity, or commercial purposes.
2. Students will not use the internet to conduct for-profit business activities or to engage in religious activities. Users are also prohibited from engaging in any non-governmental-related fundraising or public relations activities such as solicitation for religious purposes, lobbying for political purposes, or soliciting votes. SPS is not responsible for this or any other commercial activity users engage in.

Students are advised to consult with teachers and other staff officials if they are uncertain whether their behavior or activity is permitted.

## **j) Inappropriate Use**

Students will not broadcast hotspots at any SPS school.

## **k) E-mail Usage**

Email resources are available to all SPS users. Every individual assigned an SPS email address shall use this resource in an efficient, effective, ethical and lawful manner. Acceptable email activities are those that conform to the purpose, goals, and mission of SPS and to each user's responsibilities as a member of the SPS community.

## **l) Account Termination**

Alumni (graduates) of Summit Public Schools will retain access to their SPS email account after

graduation.

Accounts of students who withdraw from will be deactivated and the data will be retained by SPS.

### **m) Device Use**

SPS devices are available to authorized students and parents for educational, research, and administrative purposes. Users must observe reasonable standards of behavior while using SPS technology property. SPS reserves the right to investigate any of system abuses, as well as any other interference with the proper functioning of the SPS technology infrastructure.

The following actions are specifically prohibited:

1. Attempting to modify or damage SPS's devices or the software installed on them
2. Attempting to modify the original system configurations, policies, or security
3. Using device or equipment for anything other than its intended purpose
4. Intentionally abusing or compromising SPS technology infrastructure

### **Regulations of Access: 5. Chromebook User Manual**

## **Regulations of Access: 5. Chromebook User Manual**

All students must adhere to the **Chromebook User Manual (Google Doc)** to ensure their device is working optimally.

### **Limitation of Liability**

## **Limitation of Liability**

SPS makes no guarantee of any kind that the technology functions or services provided will be without defect. SPS is not responsible for any damage users may incur including, but not limited to, loss of data or interruptions of service. SPS is not responsible for the accuracy or quality of the information obtained through or stored on our systems, and SPS will not be responsible for financial obligations arising from a user's unauthorized use of the system.





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# SUMMIT PUBLIC SCHOOLS

## **Summit Public Schools Bullying/Harassment Prevention Policy<sup>1</sup>**

Summit Public Schools believes that all students have a right to a safe and healthy learning environment. Summit prohibits bullying<sup>2</sup> and disruptive behaviors that interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. Summit will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated and/or bullied, and will take action to investigate, respond, and address any reports of such behaviors in a timely manner. Summit prohibits retaliation against anyone who files a complaint or participates in the complaint investigation process.

### **Definition**

In general, bullying:

- Is any severe or pervasive physical or verbal act or conduct;
- Includes communications made in writing or by means of an electronic act;
- Involves one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation;
- Is directed toward one or more students; and
- Has detrimental effects on students, including impacts on student learning, school safety, student engagement, and the school environment.

Every incident shall be taken seriously by school leaders, school faculty, students, and students' families. All members of the Summit community should report any infraction or suspicion of infraction to the schools' Executive Directors or leaders as soon as they observe or become aware of discrimination, intimidation, harassment, or bullying. Summit personnel are obligated to follow appropriate Summit reporting guidelines.

Bullying is part of a continuum of aggressive or violent behaviors. Some acts of bullying or hazing can and do constitute other categories of misconduct such as assault, battery, child abuse, hate-motivated incident, criminal activity, or sexual harassment and, as such, violate other Summit policies.

### **SPS California Schools Compliance Officers**

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<sup>1</sup> Revised 7/25/20

<sup>2</sup> Bullying includes "cyber-bullying," which is bullying that takes place through the use of technology (cell phones, computers, tablets, as well as communication tools such as social media sites, text messages, chat, and websites).



The Governing Board designates the following compliance officer to receive and investigate complaints and ensure SPS's compliance with the law:

**Summit Public Schools - Denali Compliance Officer**

Kevin Bock Executive Director  
Summit Public Schools Denali  
6th - 8th Grade Campus:  
539 E Weddell Dr.  
Sunnyvale, CA 94089

9th - 12th Grade Campus:  
824 San Aleso Ave.  
Sunnyvale, CA 94085

Phone: (669) 721-2646  
Email: [kbock@summitps.org](mailto:kbock@summitps.org)

**Summit Public Schools - Everest Compliance Officer**

Jimmy Zuniga Executive Director  
Summit Public Schools Everest  
455 5th Ave  
Redwood City, CA 94063

Phone: (650) 366-1050  
Email: [jzuniga@summitps.org](mailto:jzuniga@summitps.org)

**Summit Public Schools - K2 Compliance Officer**

Cynthia Jerez Executive Director  
Summit Public Schools K2  
1800 Elm Street  
El Cerrito, CA 94530

Phone: (510) 374-4093  
Email: [cjerez@summitps.org](mailto:cjerez@summitps.org)

\*  
**SUMMIT PUBLIC SCHOOLS**

**Summit Public Schools - Prep Compliance Officer**

Cady Ching Executive Director  
Summit Public Schools Prep  
890 Broadway St.  
Redwood City, CA 94063

Phone: (650) 556-1110  
Email: [cching@summitps.org](mailto:cching@summitps.org)

**Summit Public Schools - Shasta Compliance Officer**

Wren Maletsky Executive Director  
Summit Public Schools Shasta  
905 Campus Dr.  
Daly City, CA 94015

Phone: (415) 799-4719  
Email: [wmaletsky@summitps.org](mailto:wmaletsky@summitps.org)

**Summit Public Schools - Tahoma Compliance Officer**

Jonathan Stewart Executive Director  
Summit Public Schools Tahoma  
285 Blossom Hill Road  
San Jose, CA 95123

Phone: (408) 729-1981  
Email: [jstewart@summitps.org](mailto:jstewart@summitps.org)

**Summit Public Schools - Tamalpais Compliance Officer**

Jareem Gunter Executive Director  
Summit Public Schools Tamalpais  
3020 Hilltop Mall Road  
Richmond, CA 94806

\*  
**SUMMIT PUBLIC SCHOOLS**

Phone: (510) 374-4185

Email: [jgunter@summitps.org](mailto:jgunter@summitps.org)

**SPS Washington Schools Compliance Officers**

**Summit Public Schools - Sierra Compliance Officer**

Ayanna Gore Executive Director

Summit Public Schools Sierra 1025 S. King St

Seattle, WA 98104

Phone: 206-453-2520

Email: [agore@summitps.org](mailto:agore@summitps.org)

**Summit Public Schools - Olympus Compliance Officer**

Anthony Clarke Executive Director

Summit Public Schools Olympus 409 Puyallup

Tacoma, WA 98421

Phone: 253-444-9781

Email: [aclarke@summitps.org](mailto:aclarke@summitps.org)

**Summit Public Schools - Atlas Compliance Officer**

Andrea Klein Executive Director

Summit Public Schools Atlas

9601 35th Ave SW

Seattle, WA 98126

Phone: 253-987-1535

Email: [aklein@summitps.org](mailto:aklein@summitps.org)

**Summit Public Schools Home Office Compliance Officer**

**Summit Public Schools Compliance Officer**

Keith Cantrelle (Conflict Resolution Advisor)

Summit Public Schools

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SUMMIT PUBLIC SCHOOLS

780 Broadway  
Redwood City, CA 94063  
kcantrelle@summitps.org  
Phone: (650) 257-9880  
Fax: (650) 517-8356

The Superintendent or his/her designee shall ensure that Summit employees designated to investigate complaints are knowledgeable about laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the Superintendent or designee.

**Additional Resources**

[Stopbullying.gov](http://Stopbullying.gov)

[Bullying and Harassment](#) (U.S. Dept. of Education)

[Bullying Prevention Training & Resources](#) - (California Department of Education)

[Harassment, Intimidation, and Bullying \(HIB\)](#) - (Washington Office of Superintendent of Public Instruction)





# SUMMIT TAHOVA CALENDARS & SCHEDULES

Home / Our Schools / Summit Tahoma (San Jose) / **Summit Tahoma Calendars & Schedules**



## **CURRENT FAMILIES:**

- Calendars & Schedules
- Contact Our Team
- Breakfast & Lunch Menus
- Newsletters



- Athletic Program
- Parent Involvement
- Forms
- Student & Family Resources
- Policies

## **PROSPECTIVE FAMILIES:**

- Enroll
- Visit Summit Tahoma Virtually
- The Summit Experience
- Our Results
- FAQs



# EVENTS & SCHOOL CALENDARS

Download:

- **Summit Tahoma 2020 – 2021 Events Calendar (PDF)**

# VIRTUAL SCHOOL SCHEDULE – HIGH SCHOOL (CA)

## Monday / Tuesday / Thursday / Friday Schedule

Block & Time	Monday	Tuesday	Thursday	Friday
<b>8:10 AM – 8:20 AM</b>	Breakfast	Breakfast	Breakfast	Breakfast
<b>Block 1: 8:20 AM – 9:30 AM (70 mins)</b>	Mentor SDL	Mentor SDL	Mentor SDL	Mentor SDL
<b>Block 2: 9:35 AM – 11:00 AM (85 mins)</b>	Project A	Project D	Project A	Project D
<b>Block 3: 11:05 AM – 12:30 PM (85 mins)</b>	Project B	Project E	Project B	Project E
<b>Lunch: 12:30 PM – 1:00 PM</b>	Lunch	Lunch	Lunch	Lunch
<b>Block 4: 1:05 PM – 2:30 PM (85 mins)</b>	Project C	Project F	Project C	Project F
<b>Block 5: 2:35 PM – 3:20 PM (45 mins)</b>	Habits & Content Development	Habits & Content Development	Habits & Content Development	Habits & Content Development

## Wednesday Schedule

Block & Time	Wednesday
8:10 AM – 8:20 AM	Breakfast
8:20 AM – 09:50 AM	Community Time
9:50 AM – 3:20 PM	Self-Directed Learning

## Long Weekend 4-Day Week, 45 Minute Class Schedule

- **When Holiday is on a Monday**
  - › Tuesday of the short week will follow this **4-Day Week** schedule
  - › Wednesday, Thursday and Friday follow the normal schedule
- **When Holiday is on a Friday**
  - › Thursday of the short week will follow this **4-Day Week** schedule
  - › Monday, Tuesday, and Wednesday follow the normal schedule

Block & Time	Tuesday OR Thursday in a 4-Day Week
8:10 AM – 8:20 AM	Breakfast
<b>Block 1:</b> 8:20 AM – 9:50 AM (90 mins)	Mentor SDL
<b>Block 2:</b> 9:55 AM – 10:40 AM (45 mins)	Project A
<b>Block 3:</b> 10:45 AM – 11:30 AM (45 mins)	Project B
<b>Block 4:</b> 11:35 AM – 12:20 PM (45 mins)	Project C

**Lunch:**  
**12:20 PM – 12:50 PM**

Lunch

**Block 5:**  
**12:55 PM – 1:40 PM**  
**(45 mins)**

Project D

**Block 6:**  
**1:45 PM – 2:30 PM**  
**(45 mins)**

Project E

**Block 7:**  
**2:35 PM – 3:20 PM**  
**(45 mins)**

Project F

## Expeditions

### **Block & Time**

### **Wednesday**

**8:10 AM – 8:20 AM**

Breakfast

**8:20 AM – 9:30 AM**

Mentor SDL

**9:35 AM – 11:25 AM**

AM Expeditions Course

**11:25 AM – 12:10 PM**

Academic Intervention Workshops

**12:10 PM – 12:45 PM**

Lunch

**12:45 PM – 2:30 PM**

PM Expeditions Course

**2:35 PM – 3:20 PM**

Office Hours





**Local Plans & Reports**

**Policies**

**Summit Public Schools (CA) Board Meeting Agenda 9/29/2020 (PDF)**

**Student & Family Resources**

**Donate to Summit**

**Summit Public Schools (WA) Board Meeting Agenda 9/15/2020 (PDF)**

## **Web Accessibility**

**IMPORTANT MESSAGE:** Summit Public Schools (SPS) is committed to making its website content accessible to all persons, including individuals with disabilities. For information regarding how to request SPS to provide access to online information or functionality that is currently inaccessible, or how to file a formal complaint under Section 504 or the Americans with Disabilities Act (Title II), **please view our policy regarding Website Accessibility.**



## Founding Group

*This list represents the official founding group of Summit Public School: Tahoma and is included as this group was listed in the original charter petition.*

The founding group of Summit Public School: Tahoma ("SPS: Tahoma") is comprised of community leaders, educators and several founders of both SPCHS and EPHS. The group was brought together by their commitment to Summit Model Schools as an effective means for preparing all students for success in four year college and to be contributing members of society, and their interest in expanding this model of schooling to the eastside of San Jose.

### **Chief Executive Officer, Summit Public Schools: Diane Tavenner**

Expertise: Curriculum, instruction, assessment, organization, governance, and administration

Education and Experience:

Ms. Tavenner brings over eighteen years of experience teaching and administering in suburban and urban high schools in both Southern and Northern California. As the founder of Summit Public Schools, Summit Preparatory Charter High School, and Everest Public High School and former Executive Director of Summit Preparatory Charter High School, Ms. Tavenner has nine years of experience in opening and operating successful charter high schools. Her responsibilities have included program design, hiring, evaluation, student recruitment, budget development and management, curriculum and instruction, discipline, fundraising, and leadership development.

In 2010, Ms. Tavenner was presented the Hart Vision School Leadership award for her outstanding leadership of California Charter Schools. She was also named President of the California Charter Schools' Association Member Council.

Prior to founding Summit Preparatory High School, Ms. Tavenner served as Assistant Principal, Curriculum and Instruction, at Mountain View High School. She was instrumental in opening access to the advanced placement and honors programs, which increased the diversity of the students taking the classes while maintaining passage rates that exceed national and state averages. She introduced processes that increased collaboration between administration, faculty and students in key areas such as master schedule creation and in campus groups. She also administered the counseling program at Mountain View High, instituting national standards in the department in order to focus on student outcomes.

Prior to Mountain View High School, Ms. Tavenner was a teacher and professional development coordinator at Hawthorne High School in the Los Angeles area and a part-time professor at Loyola Marymount University. During this time, she was a founding member of the Lawndale Academy, and worked in a K-12 partnership with UCLA's Center X to create interdisciplinary programs for at-risk students focused on helping students complete high school and go on to college.

Ms. Tavenner has a BA in psychology and sociology from the University of Southern California, a Single Subject Teaching Credential in English Language Arts and CLAD certification from Loyola Marymount University and a MA in Administration and Policy Analysis from Stanford University. She is a certified teacher trainer in SDAIE methodology and group work.

### **Chief Financial Officer, Summit Public Schools: Isabelle Parker**

Expertise: Finance, business management, organization and administration

Education and Experience:

Ms. Parker brings public and private sector business and management experience combined with school operations knowledge to her position. Her duties include budget development, reporting and analysis, contracts, loan and grant applications, insurance, and human resource management. She served on the founding team for Everest Public High School. Prior to joining Summit Public Schools, she was the Chief Operations Officer for Summit Preparatory Charter High School for nearly two years. Her duties there included finances and budget, purchasing, technology implementation and maintenance, human resources, facilities, contracts, and mentoring of students.

Prior to her role at SPCHS, Ms. Parker worked for EdTec, a back office service provider to California charter schools. At Edtec, she managed the finances for multiple schools producing multi-year budgets, cash forecast, monthly expenditure statements, and district and state reports. In addition, she developed budgets for charter petitions and prepared CDE Revolving Loan Applications and PCSGP Start-up and Implementation Grants. Before going to EdTec, Ms. Parker worked at the Reikes Center for Human Enhancement, a youth mentoring organization.

She is a coach for Woodside Vaulters, a female youth equestrian / gymnastics team. She serves as the Education Chair of the US Equestrian Federation Vaulting High Performance Committee and is a mother of two.

Ms. Parker holds an MBA from Kellogg School of Management at Northwestern University and a BA in Economics and Psychology from Claremont McKenna College.

**Vice President of Leadership, Summit Public Schools: Yvette Sarnowski**

Expertise: Curriculum, instruction, assessment, organization, governance, and administration

Education and Experience:

Ms. Sarnowski's career in education spans nearly 35 years and includes teaching and administration at K-12 and university levels. She currently designs and directs the Leadership Fellows program at The Summit Institute, a division of Summit Public Schools, which prepares teachers to be leaders of Summit Public Schools. She also served on the founding team for Everest Public High School. Prior to joining The Summit Institute, she served as the Director of Professional Development at Summit Preparatory Charter High School after retiring from her position as Associate Director of Clinical Work, Stanford Teacher Education Program (STEP). Her K-12 experiences prior to STEP include classroom teacher (7-12), founder of an interdisciplinary school-within-a school (9-12), International Baccalaureate Coordinator (9-12), Associate Principal for Curriculum and Instruction (9-12), and Director of Curriculum and Staff Development , K-12 for Modesto City Schools.

She also served as Director, Program in International & Multicultural Education, California State University, Stanislaus. Her work assisted classroom teachers in learning to be effective with diverse student populations. This included the training of veteran teachers in Complex Instruction through a satellite program she co-developed for San Joaquin Valley teachers through the Program for Complex Instruction at Stanford University. Ms. Sarnowski has also served as a consultant in curriculum development, school design, and program evaluation. She holds a bachelors degree in Political Science and a master's degree in Educational Leadership.

**Assistant Director, Summit Preparatory Charter High School: Kelly Garcia**

Expertise: Curriculum, instruction, assessment, admissions, and administration

Education and Experience:

Ms. Garcia has been working in the field of education for over 14 years as a teacher, school reform coach, and administrator in Boston public schools and the Bay Area. Ms. Garcia spent her first two years at Summit Preparatory High School teaching 9<sup>th</sup> and 10<sup>th</sup> grade World Studies, then spent time as the Director of Admissions, Dean of Students, and Director of Academics. Currently she is the Assistant Director, where she works closely with the Executive Director and the larger school community.



As one of the founding teachers at Summit Preparatory High School, she has been responsible for curriculum development, academic program design, and the training of student teachers from Stanford University's School of Education. Additional positions within the organization had her responsible for developing and maintaining relationships with local middle schools, presenting an overview of SPCHS to the larger community, and recruiting new students with an emphasis on achieving a diverse applicant pool. In her current position, Ms Garcia is responsible for overseeing the admissions process, observing and coaching teachers, managing student discipline, and collaborating with the director on designing and implementing the larger vision of the school.

Prior to coming to SPCHS, Ms Garcia was a teacher and school reform coach at Tennyson High School in Hayward, CA. In the classroom she taught World History, US History, and American Government/Economics for students at all levels, making sure they fulfilled the University of California's A-G requirements for admission, and supporting students through the college application process. Outside of the classroom, she was a school reform coach through the Bay Area School Reform Collaborative (BASRC) where her primary expertise was in developing standards-based instructional units.

Ms. Garcia earned a BA in History and a certificate in the Children and Society Curriculum at Stanford University. She also holds an EdM in Teaching and Curriculum from Harvard University's Graduate School of Education and has passed the School Leaders Licensure Assessment.

#### **History Teacher, Summit Preparatory Charter High School, Diego Arambula**

Expertise: Curriculum, instruction, assessment  
Education and Experience:

Mr. Arambula has more than 5 years of teaching experience at both the secondary and postsecondary level. He has taught grades 9-12 in California as well as assisted in Master's classes at Stanford over the summer.

Mr. Arambula joined Summit Preparatory Charter High School and the beginning of its third year of operation and has worked on a number of administrative projects throughout his five years as a classroom teacher. During his time, he has organized a large recruiting event for Summit and Everest, facilitated numerous meetings, including a meeting of 30 math professionals from Summit, Stanford University and other local schools to develop a plan for math education. He has been a part of the Leadership Team that planned and implemented professional development experiences for the faculty, leading multiple sessions himself and even consulting on some for local middle school teachers. Mr. Arambula has used his previous experience with public speaking and media relations to speak at multiple venues in support of Summit, including but not limited to board meetings. At this same time, he has taught World History for freshman, AP US History for juniors, AP US Government and Politics for seniors and a college advisory curriculum known as Connections for all grades.

Prior to coming to Summit, Mr. Arambula served as Communications Director for Congressman Cal Dooley, just after serving as Deputy Campaign Manager for the Congressmen. These experiences gave him valuable insight into the political process and organizational management.

Mr. Arambula holds a BA in government with honors from Harvard University and a MA in Education from Stanford University. He has a Single Subject Teaching Credential in Social Studies.

#### **History Teacher, Summit Preparatory Charter High School, David Richards**

Expertise: Curriculum, instruction, assessment  
Education and Experience

Mr. Richards has over 6 years of teaching experience at the secondary level. He has taught grades 9-12 in California as well as internationally in San Jose, Costa Rica and Guanajuato, Mexico. Before coming to Summit, he taught at a comprehensive high school in Oakland. Mr. Richards joined Summit Preparatory

Charter High School and the beginning of its fourth year of operation and has worked on a number of administrative projects throughout his time as a classroom teacher.

During his time, he has organized a large recruiting event for Summit and Everest, facilitated numerous meetings, including a meeting of 30 math professionals from Summit, Stanford University and other local schools to develop a plan for math education. He has been a part of the Leadership Team that planned and implemented professional development experiences for the faculty, leading multiple sessions himself and even consulting on some for local middle school teachers. He also participated in the WASC accreditation. He has taught World History to freshman and sophomores, AP Government and Politics to seniors and the college advisory course known as Connections.

Prior to coming to Summit, Mr. Richards worked in various fields in the business and non-profit sector. He worked in public relations as an account manager in London and San Francisco, and as a media and public policy analyst in Washington, D.C. In addition, he has worked as a curriculum writer and a special education consultant.

Mr. Richards hold both a BA in History from UC Berkeley as well as a MA in Education from Stanford University. He has a Single Subject Teaching Credential in Social Studies.

**Board Chairman:** Robert J. Oster

Expertise: Finance, business management, organization, governance and administration  
Education and Experience:

Mr. Oster started his career as a professional economist and corporate banker with Bank of America in 1967. He then moved on to positions in corporate finance with a number of Bay Area companies. In 1983, he joined Oracle Corporation as Vice President-Finance and Administration and was responsible for Oracle's initial public offering in 1986.

Since 1987, he has been a private venture investor working with other private and institutional investors in all phases of the venture investing process from incubation and due diligence through building the management team and sale of the company or initial public offering.

Mr. Oster received a BA in economics with honors from Occidental College in 1963 and an MA and Ph.D. in economics from the University of California, Berkeley in 1965 and 1967, respectively. He is an Overseer and a member of the Executive Committee of The Hoover Institution at Stanford University.

**Board Member:** Steven Humphreys

Expertise: Finance, business management, organization, governance and administration  
Education and Experience:

Steven Humphreys is CEO and Chairman of the Board of Directors of ActivCard Corporation (Nasdaq: ACTI), the leading provider of digital identity security software to the U.S. government and corporations worldwide. He also is Chairman of the Board of SCM Microsystems, Inc. (Nasdaq: SCMM). Mr. Humphreys was formerly the CEO and President of SCM Microsystems, which he joined in 1996 and took public in 1997. Prior to SCM, he served as President of Caere Corporation, a leading provider of optical character recognition software and technology. Previously, Mr. Humphreys held various executive positions at General Electric Information Services as well as other GE business units across a span of 10 years at General Electric.

Mr. Humphreys is an advisor on digital information security to leading venture firms in the US, Europe, and Asia. Mr. Humphreys is serving his first term as an elected member of the Portola Valley Elementary School District Board. He served as a member of the Summit Preparatory Charter High School from 2003-2008. He is active philanthropically, primarily in education and the arts, including The Girls' Middle School

(Mountain View, California); The Resource Area for Teachers/RAFT (San Jose, California); Stanford University; and others.

Steven holds an MBA and MS from Stanford University and a BS from Yale University.

**Board Member: Stacey Keare**

Expertise: Legal procedures and issues, governance, organization, administration, analysis and application of education policy (curriculum, instruction and assessment)

Education and Experience:

Stacey Keare is an attorney and a policy analyst. She most recently worked at Hancock, Rothert and Bunshoft in San Francisco, in the areas of employment law and insurance defense litigation. She has volunteered for a number of legal aid organizations such as Pro Bono Silicon Valley, the San Francisco Neighborhood Legal Assistance Foundation and the General Assistance Advocacy Project. She received a Master of Public Policy at the Kennedy School of Government at Harvard University, where she studied health and education policy. Ms. Keare and her husband created a family foundation of which she is President, focused on the areas of health, education, and human rights.

Ms. Keare was a member of the Board of Directors of Summit Preparatory High School from the fall of 2004 through June 2008. She also volunteers as a fundraiser for Stanford University and is actively involved in the Woodside Elementary School where she has three daughters in school.

Ms. Keare received her law degree from Hastings College of the Law, her MPP from the Kennedy School of Government at Harvard University, and a B.A. in International Relations from Stanford University.

**Board Member: Blake Warner**

Expertise: Finance, Business Management, Organization, Administration

Education and Experience:

Mr. Warner founded Silicon Valley Partners in 2009 with more than 16 years of investment banking experience, advising media and technology companies. Prior to founding Silicon Valley Partners, Mr. Warner was a Managing Director and Co-head of the Software, Media and Telecommunications group at Thomas Weisel Partners, a San Francisco-based investment bank specializing in growth companies. Prior to joining TWP, Mr. Warner spent five years at Bank of America specializing in structured finance in the Entertainment, Media & Gaming practice.

Mr. Warner earned his Masters of Business Administration from the Marshall School of Business at the University of Southern California. He received his Bachelor of Arts degree with a double major in Business Economics and Political Science from the University of California at Santa Barbara. He serves as the Chairman of the Governance Council for Everest Public High School (a newly-founded charter school) and as Board Member of Summit Public Schools in Redwood City, California, an educational non-profit organization. Mr. Warner is married, has three children and lives in the San Francisco Bay Area.

**Board Member: Robert O'Donnell**

Expertise: Finance, Business Management, Organization, Administration

Education and Experience:

Mr. O'Donnell is senior vice president and a director of Capital Research and Management Company, and vice chairman, principal executive officer and a director of American Balanced Fund. He is also vice chairman, principal executive officer and a trustee of Endowments with portfolio responsibilities for American Balanced Fund, Washington Mutual Investors Fund and Endowments.

Prior to joining Capital in 1975, Bob was a security analyst for the American Express Investment Management Company. Earlier in his professional career, he spent three years in public accounting.

Bob graduated Phi Beta Kappa and summa cum laude from the University of California at Berkeley, where he received both a bachelor's degree and an M.B.A. He is a member of the American Institute of Certified Public Accountants and the Institute of Chartered Financial Analysts. He is past chairman of the U.C. Berkeley Foundation and Vice President of the Library Advisory Board at Berkeley. He is Director, Sequoia Hospital Foundation. He is also a visiting pro bono lecturer at the Haas Business School at U.C. Berkeley.

**Community Member: Brad Geldert**

Expertise: Organization, Governance

Education and Experience:

Brad Geldert is an active volunteer in the East San Jose local community. He has served as the president of his homeowners association for the last ten years overseeing the budget and numerous projects for the neighborhood association of over 550 members.

Brad has been involved in public education as a volunteer for many years. Currently, he chairs the Communication Committee and the Middle School Committee at his youngest daughter's school. He has been a member of the Mt. Pleasant School District Advisory Council for over five years. He has served on several district budget committees and has been a school site council representative at four different schools. Brad also works on school fundraisers helping to bring much needed resources to the schools. Additionally, he has volunteered at weekly homework centers and currently helps in the classroom on a regular basis.

Brad Geldert is employed in a management position with the State of California. He is a graduate of San Diego State University with a degree in Public Administration and he and his wife, Lila, have five children; the youngest two are currently in middle school.

**Community Member: Bernie Kotlier**

Expertise: Facility, Organization, Governance

Education and Experience:

Bernie Kotlier is responsible for the development and implementation of California LMCC green building education and training programs, as well as related green energy business development activities. His department promotes photovoltaics, energy management and energy efficiency systems through green building training for electricians, as well as business development programs for contractors, throughout the state. He is a member of the California Public Utilities Commission Advisory Committee on Energy Efficiency Workforce Development, and the Working Group on Lighting. Kotlier also currently serves as Co-Executive Chairman of the California Advanced Lighting Controls Training Program (CALCTP), and is Chairman of CALCTP's Curriculum Committee.

Bernie came to the LMCC from Solectria Renewables where he directed business development for the Western United States. Educated at Bennington College and The University of California, Berkeley, Bernie went on to promote energy conservation in the transportation sector by building a twenty year career in the bicycle industry. Before moving to the renewable energy field he served as President of Brunswick Bicycles International, President of Bell Sports Specialty Retail Division, and President of Service Cycle/Mongoose, a division of American Recreation, Inc. He has also been a published contributor to the *Harvard Business Review*.

**Community Member: Rolando Loera**

Expertise: Finance, Facility, Business Management, Organization

Education and Experience:

Mr. Loera is a self-motivated entrepreneur with over 20 years of Executive Management experience in multiple industries. As an accomplished Chief Financial Officer for Touche Manufacturing, Mr. Loera was able to successfully complete a leveraged buyout to take control of the company. As President and CEO of TMCI Electronic, his leadership provided the vision to successfully take the company public on the NASDAQ stock exchange with its IPO in 1996. Today, Mr. Loera is involved in providing consulting services to the Senior Care Industries.

Mr. Loera holds a Bachelor of Arts in Business Administration from University of Washington and has received many awards for his leadership and involvement in the Community, including Commendations from the San Jose City Council and the Santa Clara County Board of Supervisors. Mr. Loera and his wife Natalie reside in East San Jose and have an 11 year old son.

**Community Member: Art Meza**

Art Meza has lived in East San Jose for 43 years. Following his graduation from Independence High School in 1985, Art completed four years in the Marine Corps specializing in Logistics and Embarkation. Stationed in Okinawa Japan for two and a half years, and more than a year in 29 Palms, California, Art was honorably discharged as a Marine Corporal. After completing some college classes, Art developed a solid foundation for his professional career in high technology by working for ten years in tech/PC support. Currently, and for the last five years, Art has worked in customer service for Fremont based Netversant Solutions, a provider of voice, video and data communications services.

Even though he often works weekends, Art has found time to make significant contributions to the community by devoting many hours to the public schools. Since the inception of the Alum Rock School District Small Schools Program, about five years ago, Art has been a strong supporter. He is a People Acting in Community Together (PACT) Leader and Small Schools Advocate.

Art and his wife Linda live in East San Jose with their five children who have attended all three Alum Rock District Small Schools - LUCHA, Adelante, and Renaissance. Art founded the PTA and was president for the first few start-up years at both Adelante, and Renaissance.

**Community Member: Raul Perez**

Raul Perez has lived in East San Jose for over 40 years and has volunteered his time as a "Servant of the San Jose Community" for more than 30 years. During those three decades Raul has been involved in local organizing with People Acting in Community Together (PACT), Most Holy Trinity Youth Ministry and, for the past 6 years, with Adelante Dual Language Academy School. At Adelante, Raul served as Vice President of the School Site Council, member of the leadership team, and a strong advocate for the school. His committed involvement with Adelante is based on his belief that parents should not only assist their children academically, but also be present as volunteers in the classroom and the community. Professionally, Raul has combined his passion for community service with his vocation by working for the City of San Jose serving at-risk youth and their families. Raul and his wife Maribel live on the East Side with their two children, Marisa who's 11 years old, and Sofia who is five.

**Community Member: Lisa Vanbuhler**

Lisa is a wife, devoted mother of three children, and a full-time homemaker. Lisa retired from her work as a registered Respiratory Therapist working with premature babies in the Neonatal Intensive Care Unit at Good Samaritan Hospital in 1999. Since then she finds much to keep her busy by volunteering. She incorporated her love of dogs into volunteering and eventually running the Bay Area chapter of Great Dane Rescue of Northern CA. Once her children became preschool age, she served on the board of directors for East Hills Preschool in San Jose. During the six years her children attended the preschool she served board positions

as Personnel Chair and Long range Planning Chair as well as serving on the Social, Hospitality and Auction committees.

Now that her children are in elementary school Lisa has been active in the PTA, served as PTA Secretary and a member of the School Site Council. She currently serves as Parent Coordinator for 3<sup>rd</sup> grade, and also Parents Academic Support Organization (PASO) representative for 3<sup>rd</sup> grade. She splits her time volunteering in her children's classrooms (K and 3<sup>rd</sup>) and training her young horse so that others may share in the joy of horse riding.

# \* SUMMIT PUBLIC SCHOOLS Tahoma

## Summit Tahoma 2020-2021 School Calendar

July 2020						
SU	MO	TU	WE	TH	FR	SA
			1	2	3	4
5	6	7	8	9	10	11
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- School Closed
- Faculty Professional Development - No school for students
- PLP Personalized Learning Plan Meeting Day
- Expeditions
- NSO New Student Orientation
- First and Last Day of Academic Year

## Summit Tahoma 2020-2021 School Events Calendar

Date	Event
Monday, August 3rd - Wednesday, August 5th	New To Summit Faculty Professional Development
Thursday, August 6th - Monday, August 17th	All Faculty Professional Development
Tuesday, August 18th	New Student Orientation
Wednesday, August 19th	First Day of School
Wednesday, September 2nd 7:00-8:30pm	Back to School Night
Monday, September 7th	Holiday: Schools Closed
Wednesday, September 16th 7:00 - 8:00 PM	Open House #1
Thursday, September 17th	Shadow Day #1
Friday, September 25th	Fall PLP Meetings - no classes for students
Wednesday, September 30th 7:00pm - 8:30pm	Community Forum #1
Wednesday, October 7th 6:00pm - 7:30pm	Cash For College Night (suggested for grade 12)
Friday, October 9th 2:30pm - 4:00pm	Community Celebration: Latin Heritage Month
Monday, October 12th	Holiday: Schools Closed
Wednesday, October 14th 2:00pm - 4:00pm	All-SPS College Fair
Wednesday, October 21st 7:00pm-8:00pm	Open House #2
Thursday, October 22nd	Shadow Day #2
Wednesday, October 28th 7:00pm-8:30pm	Community Forum #2
Wednesday, November 4th 6:00pm - 7:30pm	Pathway to College Night Part 1: An Overview of College Readiness at Summit (suggested for grades 6-11)
Wednesday, November 11th	Holiday: Schools Closed
Wednesday, November 18th	College Application Night
Monday, November 23rd - Friday, November 27th	Holiday: Schools Closed
Wednesday, December 9th 7:00pm-8:00pm	Fall Celebration of Learning
Wednesday, December 16th 7:00pm-8:00pm	Open House #3
Thursday, December 10th	Shadow Day #3
Friday, December 18th 2:30pm - 4:00pm	All-SPS Student Talent Show



Monday, December 21st - Friday, January 1st	Holiday: Schools Closed
Monday, January 4th	All Faculty Professional Development
Wednesday, January 13th 7:00pm-8:00pm	Open House #4
Thursday, January 14th	Shadow Day #4
Monday, January 18th	Holiday: Schools Closed
Wednesday, January 27th 7:00pm-8:30pm	Community Forum #3
Friday, February 5th 2:30pm - 4:00pm	Community Celebration: Black History Month
Wednesday, February 10th 6:00pm - 7:30pm	Pathway to College Night Part 2: Specifics of the College Process (suggested for grades 9-11)
Monday, February 15th	Holiday: Schools Closed
Tuesday, February 16th - Friday, February 19th	All Faculty Professional Development - no classes for students
Wednesday, February 24th 7:00pm-8:00pm	Open House #5
Thursday, February 25th	Shadow Day #5
Friday, March 5th	Application Lottery
Thursday, March 18th	Virtual College Tours
Friday, March 19th	Spring PLP Meetings - no classes for students
Wednesday, March 24th 2:00pm - 4:00pm	All-SPS Career Fair
Monday, March 29th	Holiday: Schools Closed
Wednesday, March 31st 7:00-8:30pm	Community Forum #4
Spring Break (varies by school)	Holiday: Schools Closed
Wednesday, April 21st 6:00pm - 7:30pm	Understanding Your Financial Aid Offer Night (suggested for grade 12)
Wednesday, April 28th 7:00pm-8:30pm	Community Forum #5
Friday, May 7th 2:30pm - 4:00pm	Community Celebration: Asian Pacific American Heritage Month
Wednesday, May 12th 7:00pm-8:00pm	New Student Welcome
Wednesday, May 26th 7:00pm-8:00pm	Spring Celebration of Learning
Friday, May 28th 2:30pm - 4:00pm	All-SPS Student Talent Show
Monday, May 31st	Holiday: Schools Closed
Wednesday, June 2nd	End-of-Year Expeditions Showcase

6:00pm - 7:30pm	
Friday, June 4th 2:00pm - 4:00pm	Community Celebration: Pride Month
Thursday, June 10th	Graduation
Friday, June 11th	Last Day of School (CA)

## Color Keys

Colors	Keys
Green	Professional Development Days - No School
Orange	Holidays - No School
Blue	Weeknight Events

## Summit Tahoma SY21 Student Recruitment Plan

### Context

Summit Tahoma will begin SY 21 with a unique student body. After the closure of our sister campus, we have welcomed many students from Summit Rainier to our single San Jose Summit campus located on the campus of Oak Grove High School, within the East Side Union High School District.

### Goal

In 2021-2022, Summit Tahoma will continue to meet our enrollment target of enrolling full grade band cohorts of approximately 100 students per grade and will continue to diversify our student population to reflect the communities that we serve.

### Theory of Action

We believe if we...

- Create a strong strategy, strong resources and accountability for grassroots marketing efforts
- Increase touch-points with prospective families to raise awareness and inform about our school
- Improve tracking of recruitment efforts and setting enrollment goals

...we will be able to achieve our goal.

### Strategies

#### 1. Student and Parent Ambassadors

- a. Summit Tahoma will seek to create a parent and student ambassador group specifically for the purpose of increasing applications from our target demographic, as well as, converting families who received an offer of acceptance into an accepted status.
- b. Parent and student ambassador groups will be present at school recruitment and enrollment events, conduct phone call outreach, and conduct tours of the school for prospective and accepted parents.

- c. Parents in this group will also reach out to parents they may know in our target feeder elementary and middle schools.

## **2. Social Media**

- a. Summit Tahoma will engage regularly on social media to build presence and community online
- b. Summit Tahoma will also run targeted recruitment and enrollment campaigns on social media, specifically Facebook and Instagram. These campaigns will include posts that share information, generate leads and collect sign ups
- c. We will explore the use of Google and Facebook ads to help our expand reach online

## **3. Direct Mail**

- a. Summit Tahoma will send out multiple direct mail flyers to families in our target zip codes. These zip codes are areas in which a large number of students who qualify for Free and Reduced Lunch live.
- b. Summit Tahoma will focus on sending multiple flyers that help create a story with families about WHO Summit is and WHY it's a good choice for the child by continuing to remind them of us at different points of the year.
- c. These mailers will be sent out earlier in the recruitment and enrollment process, e.g., October to ensure that families hear about us in time to attend our open houses in the fall.

## **4. Community Engagement**

- a. As COVID-19 health department orders allow, Summit Tahoma will canvas with door hangers in target zip codes.
  - i. Door hanging is a low lift way to add exposure and raise awareness in targeted communities. Door hangers will invite students and families to upcoming open houses and ask them to apply.
  - ii. This will take place at the same time as our direct mail.
- b. We will also partner with local community organizations, e.g., Boys and Girls Club, to help spread the word, e.g., bulletin boards and newsletters
- c. Additionally, we will engage feeder schools to share information with their students and families

## **5. In-Person and/or Virtual Events**

- a. Summit Tahoma will host multiple open houses in the evening, in order to increase community awareness and exposure to Summit as an option. These will be scheduled every month during the fall and winter ending in February
- b. As COVID-19 health department orders allow, Summit Tahoma will also set up tables at key community events to increase our presence in the community (e.g., flea markets and church events)

- c. Summit Tahoma will also host multiple tours of the school, as well as an opportunity to meet with our parent and student ambassadors throughout the recruitment and enrollment process as a way for prospective parents to experience the school first hand.
- d. Summit Tahoma will also partner with feeder elementary and middle schools (e.g., Voices and Discovery) and be present at any events they host
- e. Where in person events are not possible this year as a result of the coronavirus, we will do these events virtually



# Narrative Description of a Typical Day for a Student at Summit Tahoma

## HS Average Student

The school gates open at 7:30 am each morning. A typical HS student will arrive between 7:30am and 8:15am. Prior to the start of class the student may use their time to work with peers, meet with a teacher, administrator or socialize with peers. All Tahoma students will begin Monday morning with mentor time at 8:20am. Each student has a mentor who is a faculty member. The mentor will meet with approximately 20-25 mentees to focus on community building, group goal setting, and/or social-emotional skill building. Each student will set their academic goals for the week. The mentor will also engage each student in a 1:1 "check-in" over the course of the week to connect and monitor their mentee's progress in relation to their self-set goals.

After the first block of mentor time on Monday, the student transitions into the next part of their day which is two blocks of instruction for 90 minutes each. After their two project time blocks, students have a 40 minute lunch. The student will have lunch on the campus. The student may bring his lunch or purchase a school lunch from the school lunch caterer. During this time the student will be encouraged to socialize and engage in physical activity.

Then between 1:00 pm and 2:30pm, the student will engage in one more 90 minute block of project time instruction.

These blocks could be a project time class - English/Language Arts, Science, Math, Social Science, or Spanish. During these classes, the student engages in deeper learning projects centered around cognitive skills such as selection of evidence or oral presentation. The student could also have Self-directed Learning Time (SDL), during which the student will be able to use their Platform to either complete project work or study subject content at their own pace. If the student chooses the latter, he will explore resources on a specific topic, take practice quizzes or do practice problems, and then attempt a ten question assessment on the topic when he feels ready. These resources are known to our students as "playlists." The student can demonstrate mastery of this playlist by answering at least 8 questions correctly on the assessment. If they do not show mastery on this attempt, they can review the material, identify peer study groups, find support from a teacher and try another time. During SDL, they are also instructed on how to set goals, use their time wisely, seek out appropriate help, and give support to their peers.

At the end of the day students finish with a 45 minute block of Habits and Content Development where they can engage in small group support targeted to a course specific content need. Students see each of their teachers for a Habits and Content Development class 1x per week.

Classes are organized into groups of twenty-five to thirty students with one teacher. In the classroom, students will regularly be engaged in group work activities where the teacher facilitates active learning and inquiry. Students will be asked to read, write, listen, speak, present, and discuss throughout the lessons and day. On this day in English, this student might be working on his analytical paragraphs portfolio where he will make claims about different types of text. This will be one of his three final products for this project, along with a Socratic Seminar and Argumentative Presentation.

After school, the average student will usually have some amount of work to complete at home, depending on how much they were able to complete during SDL Time and Project Time during the school day. Many students will use their SDL Time intentionally to minimize the amount of work they need to take home. This student will likely use the Platform tool to access class resources. Additionally, the student and his/her parents will use this system to track his/her current grades, yearly progress, and due dates. This student may also participate on a school athletic team or an afterschool club.

On Wednesdays, the students have an extended Community block for 90 minutes where students engage in Circle time, Circle time is about building community and belonging, and helping students develop socio-emotional skills such as self-reflection, interpersonal skills, etc.

### **At-Risk Student / Low Achieving**

This student's daily experience will be similar to the average student's experience with differences described in the following paragraphs.

During the development of this student's Personalized Learning Plan (PLP), the student, parent and mentor will agree to a daily and weekly plan designed to support the student to succeed. This plan will include setting weekly goals that he/she is able to put into his learning platform. The mentor and parent have access to these goals and can therefore help to keep him/her accountable for them.

It is probable that this student will commit to attending additional support and/or Saturday School to complete his project work with the assistance of his teachers or mentor. Additionally, this student will use time during the school day to build literacy and numeracy through computer adaptive programming targeted at supporting that individual's foundational gaps. If needed the student will receive additional targeted support from Literacy and math program managers skilled at supporting students with skill gaps.

If the student is not experiencing success, all of the student's teachers and an administrator will meet with the student and/or his parents for an "intervention meeting" on a quarterly basis. During the intervention meeting the team will discuss the barriers to success and devise a response plan that identifies what actions will be taken, who is responsible, the expected results, and a six to eight week timeline for reassessing the student's progress. At the end of six to eight weeks the team will reconvene and assess if the plan is working. If it is working the team will likely keep the existing supports in place because they are achieving success. If it is not working, the team will determine if it is because the responsibilities are not being carried out or if additional or different supports are needed. The team will make appropriate adjustments and plan to reconvene in six to eight weeks to reassess. If at this time the team meets and determines that all of the supports have been implemented and the student is still not successful, the team will recommend that the student is assessed for a suspected learning disability.

It is likely that this student will not have demonstrated mastery of all required content for each course at the end of each quarter before the start of Expeditions. If this is the case, the student will attend review sessions facilitated by each teacher during the Expedition periods. During these sessions the teacher will work with individual and small groups of students to help them achieve a conceptual understanding and basic mastery of all content from that semester.

Sometimes the students may not be able to achieve mastery by the end of the school year. Specific intervention plans will be created on a case by case basis for these students, including opportunities to demonstrate mastery over the summer.



## **Special Education**

Depending upon the student's disability and goals, this student's daily experience will be similar to either the average or the at-risk student's experience with differences described in the following paragraphs.

During daily Mentor self-directed learning period or Habits and Content development this student will likely meet with a special education service provider to receive services according to the student's IEP. The most common service will be Specialized Academic Instruction which will range from individual to small group instruction designed to support the achievement of the IEP goals. The Learning Specialist will also hold workshops within the learning center time that focus on executive functioning, reading, writing, math, and social-emotional skills. However, some students will meet with a speech and language specialist, occupational therapist or school psychologist. Should the IEP determine it necessary in order to provide a free and appropriate education, the student's graduation requirements may be modified to require, for example, only two years of Language other than English, so as to free time for increased services for the individual.

The student's case manager will regularly check in with the student in learning centers and alongside students in general education classes, and will maintain regular communication with the student's parents or guardians.

This student will receive accommodations and modifications in the regular classroom settings and on standardized tests in accordance with the IEP.

## **High Achieving**

This student's daily experience will be similar to the average student's experience with differences described in the following paragraphs.

Throughout the day, this student will be challenged to explore and master the skills of his/her courses at a deeper level, not through additional work, but through differentiated assignments and through his/her role in group work. This will be planned in coordination with the student's mentor and he/she will have access to this differentiated work through his Platform. Students can also access "Additional" and "Challenge Focus Areas" in the Platform to accelerate in the course. Students have the opportunity to move on an accelerated course pathway in Math and Spanish based on level. Students may also be invited to create a more customized course schedule as they enter the upper grades, including, but not limited to taking college classes at local universities.

Additionally, this student will be invited to use enrichment opportunities to help get prepared for AP exams. Faculty members will hold special review and study sessions during Habits and Content Development classes to support students on this pathway. While the average student will likely take two or three AP exams during his four years, the high achieving student will probably take between five and seven different exams.

## **English Learner**

Depending upon the student's language proficiency, this student's daily experience will be similar to either the average or the at-risk student's experience with differences described in the following paragraphs.

All of this student's teachers are trained in specially designed academic instruction in english (SDAIE) methodology and credentialed to teach EL students. The curriculum has been written to incorporate

SDAIE methodology. For example, directions and instructions in the class will be given in multiple modes (oral, written, modeled). When appropriate, EL students will be assigned to groups in which at least one other student speaks his first language. The teacher will either in class or during office hours pre-teach key vocabulary and concepts. Struggling and EL students will be given reading guides or scaffolds for textbook and primary source readings and for writing assignments. The student will be given multiple methods for demonstrating conceptual understanding on assessments that is separate from English Language performance.

During the SDL period the student is enrolled in an English Language support class focused on developing language capacity and skills (Summit Reads). Additionally, the student will attend additional support hours and Saturday school, as needed.

The student will be strongly encouraged to take summer school courses and use additional resources outside of school to continue his language development throughout the entire year.

## Course Summaries, Curriculum & Assessment Plan

### Table of Contents:

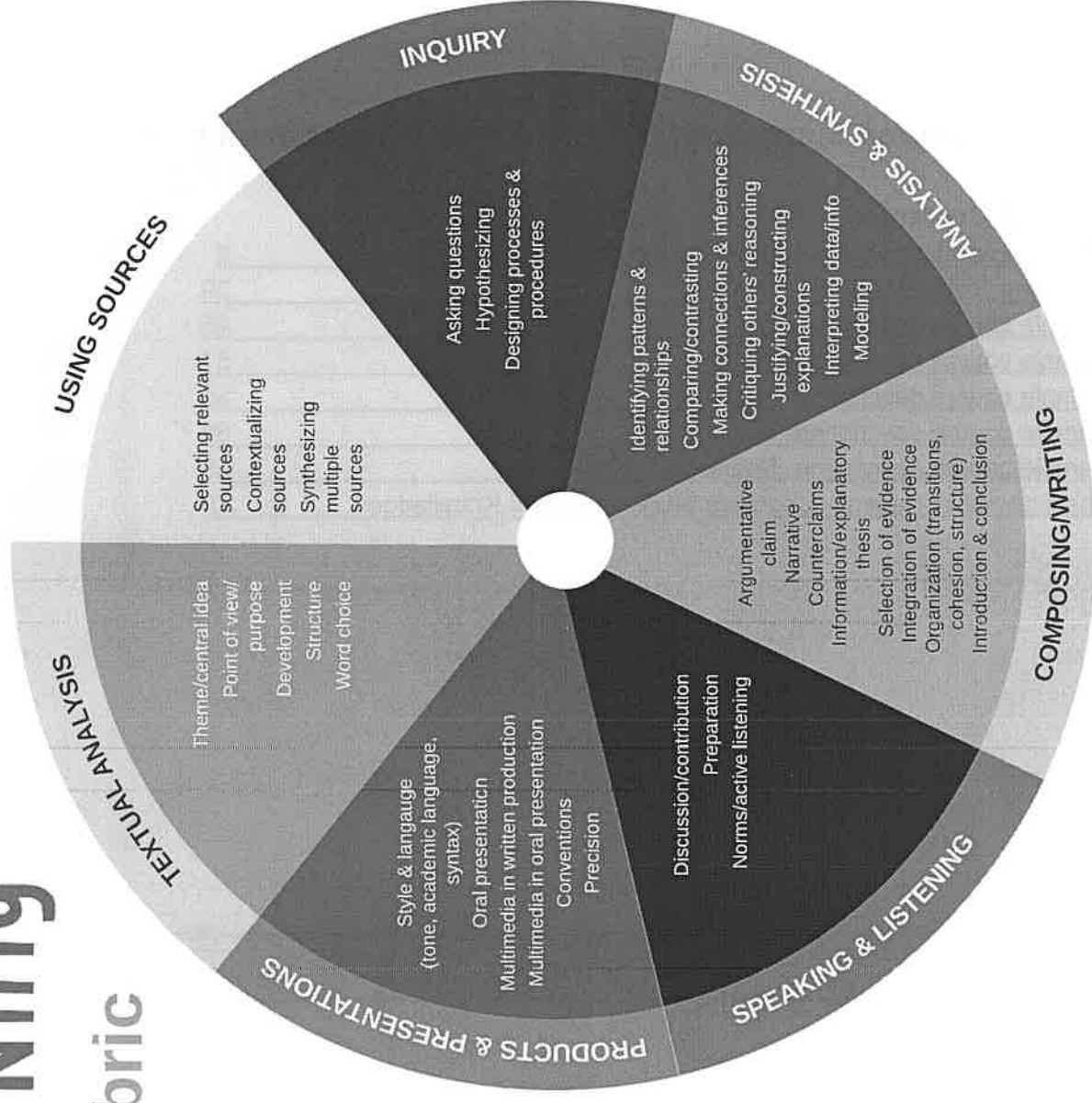
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# SUMMIT LEARNING™

## Cognitive Skills Rubric

The Summit Learning Cognitive Skills Rubric is an assessment and instruction tool that outlines the continuum of 36 interdisciplinary, higher-order thinking skills that are necessary for college and career readiness.

Through Summit Learning, students practice and develop cognitive skills in every subject and in every grade level. For each cognitive skill, students must score a six on a 0-8 point scale to demonstrate college and career readiness. Students progress along a continuum demonstrating competency in a skill as appropriate for their level of development and growth. We prioritize the development of cognitive skills; a student's score on the Cognitive Skills Rubric contributes more to a student's grade than does any other outcome measure.



# Summit Learning Cognitive Skills Rubric

Domain: Textual Analysis (Close Reading)

Dimension: Theme/Central Idea

**High-Level Description:** Determining theme(s)/central idea(s) with details that convey the central idea(s)

0	1	2	3	4	5	6	7	8
<p>No evidence of identifying a theme/main idea in a text.</p> <p>OR</p> <p>Identifies a topic and details loosely related to a theme/main idea.</p>	<p>Identifies a theme/main idea in a text and provides a few key details.</p>	<p>Identifies a theme/main idea in a text and uses key details to explain the theme/main idea.</p>	<p>Identifies a theme/main idea in a text using key details and Elaborates on how key details support the main idea</p> <p>OR</p> <p>Uses key details to describe how characters/speakers view events/topics.</p>	<p>Identifies a theme/central idea in a text and provides a limited explanation of how that theme/central idea is developed through specific details.</p>	<p>Identifies a major theme/central idea in a text and provides an accurate explanation of how that theme/central idea is developed through specific details.</p> <p>Provides some explanation of how the theme/central idea interacts with supporting ideas or other elements in the text (e.g., setting, plot, character).</p>	<p>Identifies multiple themes/central ideas in a text and provides an accurate analysis of their development and interaction with each other and with supporting ideas or other elements in the text (e.g., setting, plot, character).</p> <p>Where applicable, interprets theme/central idea through a critical lens or framework.</p>	<p>Identifies multiple themes/central ideas in a text and provides a thorough, accurate analysis of their development and interaction with each other and with supporting ideas or other elements in the text (e.g., setting, plot, character).</p> <p>Where applicable, interprets theme/central idea through a critical lens or framework.</p>	<p>Identifies multiple themes/central ideas in a text and provides a sophisticated analysis of their development and interaction with each other and with supporting ideas or other elements in the text, including an evaluation of which theme/central idea is the most significant and why.</p> <p>Where applicable, persuasively interprets theme/central idea through a critical lens or framework.</p>

Domain: Textual Analysis (Close Reading)

Dimension: Point of View/Purpose

**High-Level Description:** Analyzing the point of view or purpose of a character, narrator, and/or author/speaker and how that point of view influences the message or meaning of the text

0	1	2	3	4	5	6	7	8
No evidence of identifying the point of view of an author/narrator/speaker.	Identifies the author/narrator/speaker's point of view, and distinguishes it from own point of view.	Describes author/narrator/speaker's points of view. Compares and contrasts firsthand and secondhand accounts of the same event or topic OR Compares and contrasts the perspectives in first and third person narratives.	Describes how an author/narrator/speaker's point of view influences how events are described. Compares and contrasts the points of view represented in multiple accounts of the same event or topic.	Describes author's/speaker's point of view or purpose and clearly explains how that point of view or purpose is conveyed and developed through the use of relevant details in the text. Explains how author's point of view differs from others and, where applicable, how the author acknowledges and responds to conflicting evidence or viewpoints.	Accurately describes author's/speaker's point of view or purpose and analyzes how that point of view or purpose is conveyed and developed through the use of relevant details in the text. Explains how author's point of view differs from others, including the limitations or biases of the author's/speaker's point of view. Where applicable, explains how the author acknowledges and responds to conflicting evidence or viewpoints.	Analyzes author's/speaker's point of view, including its development, limitations, biases, and differences from and responses to other points of view. Explains how author/speaker uses rhetoric or differences in point of view to create effects.	Analyzes author's/speaker's point of view, including its development, limitations, biases, and differences from and responses to other points of view. Analyzes author's/speaker's use of rhetoric or differences in point of view to create specific effects. Analyzes the effect of cultural experience on author's/speaker's point of view.	All of Level 7 PLUS: Identifies cases where the rhetoric or the development of point of view is particularly effective and analyzes how the point of view and/or rhetoric contributes to the power, persuasiveness, or beauty of the text.

Domain: Textual Analysis (Close Reading)

Dimension: Development

High-Level Description: Explaining the connection between events, ideas or concepts in a text using specific details.

0	1	2	3	4	5	6	7	8
No evidence of describing how individual actions, events, ideas/concepts, or steps in a procedure are connected to a sequence of events.	Describes characters in a story and explains how their actions contribute to the sequence of events. OR Describes the relationship between a series of events, ideas/ concepts, or steps in a procedure using language that pertains to time sequence or cause/effect.	Uses specific details in a text to... Describe in depth a character, setting, or event in a story. OR Explain events, ideas/concepts, or steps in a procedure in informational text, including what happened and why.	Uses specific details in a text to explain the relationship or interactions between two or more... Characters, settings, or events in a story. OR Events, ideas/ concepts, or steps in a procedure in informational text.	Explains how events, individuals, and/or ideas/ concepts interact within a text and contribute to the development of the storyline or theme/ central idea. Analyzes how the text makes connections and distinctions between or among key events, individuals, and/or ideas/ concepts.	Analyzes clearly and accurately the development of a complex event, individual (e.g., someone with conflicting motivations) and/or idea/ concept within a text. Analysis includes how the complex event, individual, and/ or idea/ concept is introduced, explained, and developed, and how it connects, is distinguished from, and interacts with other elements in the text.	Analyzes clearly and accurately how a series of events or ideas/concepts unfolds in a text, including when and how they are introduced and developed, the connections between/ among them, and how they contribute to the development of the storyline or theme/central idea of the text.	Analyzes clearly and accurately how a complex series of events or ideas/concepts unfolds in a text, including when and how they are introduced and developed, the connections between/ among them, and how they contribute to the development of the storyline or theme/central idea of the text.	Analyzes clearly and accurately the development (e.g., introduction, unfolding, connections, interactions) of a complex event, individual, and/or idea/ concept or a series of complex events and/or ideas/concepts within a text. Analysis includes an evaluation of the effectiveness of the development.

Domain: Textual Analysis (Close Reading)

Dimension: Structure

**High-Level Description:** Analyzing an author's structural writing choices how they (3-5): contribute to the overall structure of the text; (6-12): affect the clarity and effectiveness of arguments, explanations, or narratives

0	1	2	3	4	5	6	7	8
No evidence of structural analysis.	Identifies the key organizing features of a text. Describes how parts of text relate to or build on earlier sections of the text.	Describes the key organizing features in a text and the overall structure of the text.	Describes the key organizing features and sections in a text. Explains how those organizing features contribute to the overall structure of the text.	Accurately and thoroughly describes the key organizing features of a text. Analyzes how a particular sentence, paragraph, or section contributes to the development of the central idea/ theme of a text.	Accurately and thoroughly describes the key organizing features and sections in a text. Evaluates the effectiveness of a particular sentence, paragraph, or section in developing the central idea/ theme.	Accurately and thoroughly describes the key organizing features and sections in a text. Evaluates the effectiveness of particular sections in developing the central idea/ theme of a text, as well as other key ideas/claims or elements (e.g., tone, meaning) of a text.	Efficiently describes the key organizing features and sections in a text. Evaluates the effectiveness of the overall structure of the text in developing the argument, explanation, or narrative.	Efficiently describes the key organizing features and sections in a text. Evaluates the effectiveness of the overall structure of the text in developing the argument, explanation, or narrative, including whether the structure helps make points clear and/or convincing, and the text engaging. When applicable, proposes structural changes that could improve the development of the argument, explanation, or narrative.



Domain: Textual Analysis (Close Reading)

Dimension: Word Choice

**High-Level Description:** Analyzing the effect of language, specifically word choice, on the meaning, tone, or mood of a text, and explaining how word choice relates to context or medium or narratives

0	1	2	3	4	5	6	7	8
No evidence of analysis of author's word choice.	Identifies and defines academic, domain-specific words and phrases in the text relevant to understanding the topic or meaning of the text. (e.g., literal or nonliteral language).	Identifies and explains the meaning of academic, domain-specific words and phrases and/or literary allusions that impact the meaning or tone of the text.	Identifies and accurately explains the meaning of academic, domain-specific words and phrases and/or literary allusions that impact the meaning or tone of the text (e.g., figurative language such as metaphors and similes).	Identifies words and phrases that impact the meaning and/or tone of the text; clearly and accurately explains the meaning of those words and phrases as they are used in the text (including figurative, connotative, and technical meanings); explains the impact of those word choices on meaning and/or tone in the text.	Identifies words and phrases that impact the meaning and tone of the text; clearly and accurately explains the meaning of those words and phrases as they are used in the text (including figurative, connotative, and technical meanings). Clearly explains the impact of those specific word choices on the meaning and/or tone of the text. Generally explains how specific word choices relate to context or medium.	Identifies words and phrases that impact the meaning and tone of the text; clearly and accurately explains the meaning of those words and phrases as they are used in the text (including figurative, connotative, and technical meanings). Explains the cumulative impact of those specific word choices on the meaning and/or tone of the text. Generally explains how specific word choices relate to context or medium.	Identifies words and phrases that impact the meaning and tone of the text; clearly and accurately explains the meaning of those words and phrases as they are used in the text (including figurative, connotative, and technical meanings). Explains the impact of a pattern of word choices on meaning and/or tone, including how patterns of word choice relate to context or medium. Where applicable, generally explains how an author uses or refines the meaning of a key term/ concept over the course of a text.	Identifies words and phrases that impact the meaning and tone of the text; clearly and accurately explains the meaning of those words and phrases as they are used in the text (including figurative, connotative, and technical meanings). Analyzes the impact of a pattern of word choices on meaning and tone and the relationship between word choice and context or medium. Where applicable, clearly analyzes how an author uses or refines the meaning of a key term/ concept over the course of a text.

## Domain: Using Sources

### Dimension: Selecting Relevant Sources

**High-Level Description:** Selecting sources that support answering a particular research question with relevant, credible information that distinguishes between fact and opinion

0	1	2	3	4	5	6	7	8
<p>Selects information from provided sources with little to no relevance to a research question or understanding of the text(s).</p>	<p>Selects information from provided sources, including illustrations (e.g., maps, photographs) and the words in a text that are relevant to an understanding of the text (e.g., where, when, why, and how key events occur), but may not be relevant to a research question.</p>	<p>Selects information relevant to the research question from provided sources of varied format (e.g., charts, graphs, diagrams, time lines, animations, or interactive elements on Web pages).</p>	<p>Selects multiple sources that provide key evidence relevant to the research question. Where applicable, sources vary in format.</p>	<p>Selects sources that provide sufficient, credible information relevant to the research question. Where applicable, sources vary in perspective and/or format.</p>	<p>Selects sources that provide detailed, credible information relevant to the research question. Where applicable, sources vary in perspective and/or format.</p>	<p>Selects sources that provide detailed, comprehensive, credible information relevant to the research question. Where applicable, sources vary in perspective and/or format.</p>	<p>Selects sources that provide nuanced, comprehensive, credible information relevant to the research question. Where applicable, sources vary in perspective and/or format. Any gaps or limitations in sources are noted.</p>	<p>Selects sources that provide nuanced, comprehensive, credible information relevant to the research question at a level of detail and complexity appropriate to the audience and purpose of the research. Where applicable, sources are noted. Where applicable, sources vary in perspective and/or format. Any gaps or limitations in sources are noted and the impact of those gaps and limitations is discussed.</p>

**Domain: Using Sources**

**Dimension: Contextualizing Sources**

**High-Level Description:** Identifying how a source is situated within the world of its origin (time period, location, socio-political climate, cultural conditions, etc.) and explaining how the perspectives within the source shape and/or are shaped by those conditions

0	1	2	3	4	5	6	7	8
No evidence of contextualizing sources.	Identifies a source's time and place of origin.	Provides information about a source's time or place of origin. Includes basic information about the maker.	Provides information about a source's time and place of origin. Includes information about the maker, the maker's perspective, and intended audience or purpose.	Provides accurate information about a source's time and place of origin. Includes some information about the historical, scientific, political, economic, social, and/or cultural conditions of the source's origin.	Provides accurate information about the historical, scientific, political, economic, social, and/or cultural conditions of the source's origin. Makes connections between these conditions and the contents of the source.	Provides accurate, relevant information about the historical, scientific, political, economic, social, and/or cultural conditions of the source's origin, including (where relevant) events and conditions leading up to or immediately following the source's creation. Generally explains how these conditions shape the meaning or significance of the source.	Provides accurate, relevant information about the historical, scientific, political, economic, social, and/or cultural conditions of the source's origin, including (where relevant) events and conditions leading up to or immediately following the source's creation. Clearly explains how these conditions shape the meaning or significance of the source.	Provides thorough, relevant information about the historical, scientific, political, economic, social, and/or cultural conditions of the source's origin, including (where relevant) events and conditions leading up to or immediately following the source's creation. Uses analysis of these conditions to strengthen and refine an argument or explanation.

## Domain: Using Sources

### Dimension: Synthesizing Multiple Sources

**High-Level Description:** Integrating information across multiple sources to support an argument or explanation

0	1	2	3	4	5	6	7	8
No evidence of synthesizing information from multiple sources. One source dominates the work.	Makes note of key points or details from two sources on the same topic.	Integrates information from two sources on the same topic by comparing information.	Integrates information from several sources on the same topic by sorting and comparing information.	Connections among sources are made by comparing information from multiple sources and/or comparing the type of sources (e.g., format, genre, time period, etc.).	Connections among sources are made by grouping similar information/positions from multiple sources or identifying significant differences between sources (in content and/or type).	Information from multiple sources is compared and grouped to deepen argument or explanation.	Information from multiple sources is compared, grouped, and synthesized with the student's own claims or ideas to form a cohesive, supported argument or explanation.	Significant and nuanced connections are made among the sources and synthesized with the student's own claims or ideas to form a cohesive, supported, compelling argument or explanation.

**Domain: Inquiry**

**Dimension: Asking Questions**

**High-Level Description:** Developing focused, answerable inquiry and research questions

0	Questions do not support understanding of a given topic.	Questions are relevant to a specific topic.	Questions are relevant to a specific topic and are based on the described problem or situation.	Questions are relevant to a specific topic, are testable or researchable, and build on prior knowledge about the topic.	Questions are relevant to a specific topic, are testable or researchable, and build on existing disciplinary knowledge about the topic.	Questions are valid, testable or researchable, and based on patterns or observations.	Questions are valid, focused, testable or researchable, based on patterns/ observations, current research, and/ or a specific model or theory.	Questions are valid, precise, testable or researchable, based on patterns/ observations, specific evidence from current research and/ or a specific model or theory, and push standard thinking on a given topic or in a particular discipline.
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**Domain: Inquiry**

**Dimension: Predicting/Hypothesizing**

**High-Level Description: Developing hypotheses and predictions**

0	No evidence of hypothesis or prediction.	1	Makes a prediction that is partially relevant to the inquiry question with little or no reasoning.	2	Makes a prediction related to the inquiry question. Supports reasoning for prediction with prior observations or experiences.	3	Makes a reasonable prediction related to the inquiry question that involves changing a variable. Begins reasoning for prediction by relating it to prior knowledge such as cause and effect relationships.	4	Makes a reasonable prediction related to the inquiry question that involves changing a variable. Hypothesis relates to prior research about the topic.	5	Constructs a testable hypothesis about the investigated question, with a basic description of the variables ("if... then..."). Hypothesis relates to observation, research, or scientific principle.	6	Constructs a clear, testable hypothesis about the investigated question, with an accurate description of the variables ("if... then..."). Hypothesis is based on observation, research, scientific principle, model, or theory.	7	Constructs a precise, testable hypothesis about the investigated question, with an accurate explanation of the relationship between variables ("if... then... because..."). Hypothesis is based on observation, research, scientific principle, model, or theory.	8	Constructs a precise, testable, and insightful hypothesis about the investigated question, with accurate explanation of the relationship between variables ("if... then... because"). Hypothesis is based on observation, research, scientific principle, model, or theory.
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## Domain: Inquiry

### Dimension: Designing Processes & Procedures

**High-Level Description:** Following and/or developing step-by-step processes to use in the course of answering problems/prompts or conducting inquiries/investigations

0	1	2	3	4	5	6	7	8
No evidence of an action plan to address the problem/prompt.	Identifies a general approach to investigate a question or solve a problem. OR Follows a recommended set of procedures for investigating a question or solving a problem.	Identifies the first few steps in a specific approach to investigate a question or solve a problem. Identifies specific tools or methods.	Creates a step-by-step plan to investigate a question or solve a problem. Identifies appropriate methods, tools, and/or approaches.	Creates an orderly action plan and addresses most aspects of the problem/prompt. Includes a description of appropriate methods, tools, and/or approaches.	Creates an orderly action plan that addresses all aspects of a problem/prompt with some inefficiencies.	Creates a clear and orderly action plan that is mostly replicable and addresses all aspects of a problem/prompt in an efficient way. Includes a rationale for some steps or aspects of the plan.	Creates a clear, detailed action plan that is fully replicable and addresses all aspects of a problem/prompt in an efficient way. Includes a rationale for several steps or aspects of the plan. Where applicable, includes some alternate or contingency plans.	Creates a clear, detailed, fully replicable action plan to address a problem/prompt as efficiently as possible. Includes a rationale for the complete plan. Where applicable, acknowledges potential weaknesses or limitations of the plan and includes thorough alternate or contingency plans.

**Domain: Analysis & Synthesis**

**Dimension: Identifying Patterns & Relationships**

**High-Level Description:** Analyzing and organizing information (including numerical and visual) to identify patterns and/or relationships to answer a question or solve a problem

<b>0</b>	No evidence of organizing information or identifying patterns.	<b>1</b>	Makes note of simple connections or patterns from information displayed in structures.	<b>2</b>	Organizes information into mostly useful structures (tables, concept maps, or other graphical displays), and identifies patterns with some inaccuracies.	<b>3</b>	Organizes information into useful structures (tables, concept maps, or other graphical displays), and accurately identifies patterns.	<b>4</b>	Organizes information into useful structures. Accurately identifies patterns and a general relationship among patterns.	<b>5</b>	Organizes information into useful structures. Accurately identifies patterns and some relationships among patterns.	<b>6</b>	Organizes information into useful structures. Accurately identifies significant/relevant patterns and relationships among patterns.	<b>7</b>	Organizes information into useful structures. Identifies and explains significant/relevant patterns and the relationships among patterns. Makes note of examples and data that do not fit the pattern(s) or relationship(s).	<b>8</b>	Organizes information into useful structures. Identifies and explains significant/relevant patterns and relationships among patterns. Identifies and explains examples and data that do not fit the pattern(s) or relationship(s).
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**Domain: Analysis & Synthesis**

**Dimension: Comparing/Contrasting**

**High-Level Description:** Identifying and describing similarities and differences and use them to support an argument or explanation

0	1	2	3	4	5	6	7	8
No evidence of comparing/contrasting.	Identifies a similarity or difference relevant to a claim/main idea.	Identifies similarities and differences relevant to a specific claim/main idea.	Identifies significant similarities and differences relevant to a specific claim/main idea.	Describes significant similarities and differences relevant to a specific claim/main idea/thesis.	Identifies significant similarities and differences relevant to a specific claim/main idea/thesis. Explains in a limited way why the similarities/differences are meaningful within the frame of reference (i.e., the claim/main idea/thesis).	Analyzes or evaluates significant similarities and differences relevant to a specific claim/main idea/thesis. Thoroughly explains why the similarities/differences are meaningful within the frame of reference. Organizes points of comparison in a logical way.	Analyzes or evaluates significant similarities and differences relevant to a specific claim/main idea/thesis, including an explanation of how the similarities/differences support a specific claim/main idea/thesis. Organizes points of comparison in a way that supports understanding and analysis.	Analyzes or evaluates significant similarities and differences relevant to a specific claim/main idea/thesis, including an explanation of how the similarities/differences refine or sharpen a specific claim/main idea/thesis. Organizes points of comparison in a way that best highlights and frames similarities and differences for analysis and understanding.

Domain: Analysis & Synthesis

Dimension: Modeling

**High-Level Description:** Representing concepts\*\* with models, visual representations or symbols. AND/OR: Using appropriate tools to understand and analyze situations. \*\*"Concepts," in this dimension, refers to abstract situations/information, processes, and systems

0	1	2	3	4	5	6	7	8
No evidence of using models, visuals, or symbols to represent concepts.	Begins to identify general components of a concept and develops an oversimplified and/or incomplete physical, visual and/or abstract model.	Identifies specific components of a concept and develops a simple and partially accurate physical, visual and/or abstract model to represent key features.	Identifies specific components of a concept and develops a simple but accurate physical, visual and/or abstract model to represent key features.	Identifies significant components of a concept and develops an accurate physical, visual, and/or abstract model to represent key features.	Identifies significant components of a concept and develops an accurate visual and/or model to represent key features. Visual or model begins to make visible the relationship of the components to the whole.	Identifies significant components of a concept and develops accurate visual(s) and/or model(s) to represent key features. Visual(s) or model(s) highlight the relationship of the components to the whole and makes visible the relationships among components.	Identifies significant components of a complex concept and develops accurate visual(s) and/or model(s) to represent key features. Visual(s) or model(s) highlight the relationships of the components to the whole and the relationships among components. Model allows for manipulation and/or testing of a proposed idea, process, or system.	Develops and/or uses multiple types of models to accurately represent and manipulate complex concepts. Visuals or models highlight the relationships of the components to the whole and the relationships among the components. Evaluates the merits and limitations of each model and moves flexibly between model types as appropriate to the purpose.

Domain: Analysis & Synthesis

Dimension: Interpreting Data/Information

High-Level Description: Interpret data and/or information from sources and draw justifiable conclusions from data

0	1	2	3	4	5	6	7	8
No evidence of interpreting data/information.	Description or summary of data/information is incomplete or unsupported.	Provides a reasonable interpretation of data/information. Uses a relevant analytic strategy (e.g., sorting, compare/contrast) to characterize the data/information in a general way.	Provides a reasonable interpretation of data/information. Uses a relevant analytic strategy (e.g., sorting, compare/contrast) or concept (e.g., mean, mode) to characterize the data/information.	Provides an accurate interpretation of data/information. Uses a relevant analytic strategy (e.g., sorting, compare/contrast) or concept (e.g., mean, mode) to characterize the data/information.	Provides an accurate interpretation of data/information. Applies some analytic strategies (e.g., sorting, compare/contrast) or concepts (e.g., mean, mode) to characterize the data/information.	Provides an accurate interpretation of data/information. Applies appropriate analytic strategies or concepts to characterize the data/information. Considers the context from which the data/information arose.	Provides a thorough, accurate interpretation of data/information. Applies multiple analytic strategies or concepts to characterize the data/information. Considers the context from which the data/information arose. Recognizes gaps or outliers in the data/information.	Provides a thorough, accurate interpretation of data/information. Applies multiple analytic strategies or concepts and determines which strategy/concept is best for the purpose of the analysis. Considers the context from which the data/information arose. Explains gaps or outliers in the data/information.

**Domain: Analysis & Synthesis**  
**Dimension: Making Connections & Inferences**

**High-Level Description: Connecting ideas and making inferences based on evidence or reasoning**

0	1	2	3	4	5	6	7	8
Reasoning is not evident. Focuses on explicit details, with no reference to implicit or inferred meanings.	Demonstrates a basic understanding of a text based on explicit details in the text. Refers to a specific example relevant to that understanding.	Makes an inference based on evidence. Refers to a specific example relevant to the inference.	Makes relevant inferences based on evidence. Makes clear connections between two or more specific examples relevant to the inferences.	Makes relevant inferences based on evidence and identifies the larger significance of the inference. Connections between a specific example and the larger idea are clear and appropriate.	Makes clear and relevant inferences based on evidence and partially explains the larger significance of the inference. Connections to the larger idea are made through multiple examples but may have some gaps in explanation or may not be fully developed.	Makes clear, relevant, thoughtful inferences and explains their larger significance. Where applicable, identifies limitations of inferences based on gaps in evidence. Connections to the larger idea are clearly made through multiple examples.	Makes clear, highly relevant and thoughtful inferences and thoroughly explains their larger significance. Where applicable, identifies limitations of inferences based on gaps in evidence. Uses inferences as the basis for predictions or broader generalizations. Connections to the larger idea are clearly made through multiple examples, including attempts at non- or counter-examples.	Makes clear, highly relevant, insightful inferences and thoroughly explains their larger significance with sophisticated insight or originality of interpretation. Where applicable, identifies limitations of inferences based on gaps in evidence. Uses inferences as the basis for predictions or broader generalizations. Connections to the larger idea are clearly made through multiple examples, including non- or counter-examples.

Domain: Analysis & Synthesis

Dimension: Critiquing the Reasoning of Others

**High-Level Description:** Evaluating arguments, explanations, and solutions, including identifying logical fallacies and missteps

0	1	2	3	4	5	6	7	8
Accepts or rejects argument/explanation with no evaluation of reasons or evidence.	Restates the argument/explanation. Provides an opinion about the argument/explanation, referring to at least one reason or piece of evidence.	Summarizes the argument/explanation or specific claim, and determines whether the reasons/evidence are relevant.	Accurately summarizes the argument/explanation or specific claims, and determines whether the reasoning is logical and evidence is relevant.	Traces and evaluates the argument/explanation and specific claims, assessing whether the reasoning is logical and/or the evidence is relevant.	Delineates and evaluates the argument/explanation and specific claims, assessing whether the reasoning is valid and/or the evidence is relevant and sufficient. Where applicable, identifies some false statements and fallacious reasoning (logical fallacies).	Clearly delineates and evaluates the argument/explanation and specific claims, thoroughly assessing in detail whether the reasoning is valid and/or the evidence is relevant and sufficient. Where applicable, identifies false statements and fallacious reasoning (logical fallacies) and considers alternate claims or evidence that would improve the logic of the argument/explanation.	Clearly delineates and evaluates the argument/explanation and specific claims, thoroughly assessing in detail whether the reasoning is valid and the evidence is relevant and sufficient. Identifies false statements and fallacious reasoning and thoroughly explains alternate claims or evidence to improve the logic of the argument/explanation.	All of Level 7 PLUS Identifies and evaluates the appropriateness of the premise(s) or principle(s) on which the argument is constructed, and, where applicable, suggests alternate premise(s) or principle(s).

**Domain: Analysis & Synthesis**

**Dimension: Justifying/Constructing an Explanation**

**High-Level Description: Using logic and reasoning to justify a response or explain a phenomenon**

0	1	2	3	4	5	6	7	8
No evidence of justifying or explaining.	Provides a brief description of steps, procedures, or a phenomenon. Explanation or justification is missing or very limited. Explanation of reasoning is limited or incomplete.	Provides some detail in explaining steps, procedures, or a phenomenon. Uses concrete details/examples to explain reasoning.	Provides a logical chain of reasoning to justify steps or procedures, or to explain a phenomenon. Uses concrete details/examples and/or disciplinary ideas to justify reasoning.	Provides a logical chain of reasoning to explain or justify specific steps, procedures, or phenomena. Develops explanation/justification with some detail/examples.	Provides a logical chain of reasoning to explain or justify steps, procedures, or phenomena in support of an overall solution strategy/procedure or a holistic explanation of the phenomenon. Develops explanation/justification with relevant detail/examples.	Applies a specific premise (such as a disciplinary principle, axiom, or theory) to explain or justify a solution, strategy, response, or phenomenon. Fully develops explanation/justification through relevant detail and examples. Acknowledges limitations, tradeoffs, and/or alternate explanations/approaches.	Applies one or more specific premises (such as disciplinary principles, axioms, or theories) to insightfully explain or justify a solution, strategy, response, or phenomenon. Fully develops explanation/justification through detail and examples. Responds to limitations, tradeoffs, and/or alternate explanations/approaches.	Uses a variety of logical strategies and relevant, sufficient detail and examples to develop a sophisticated, persuasive explanation or justification that fully takes into account limitations, tradeoffs, and/or alternate explanations/approaches.

**Domain: Composing/Writing**

**Dimension: Argumentative Claim**

**High-Level Description: Developing a strong opinion/ argument through clear, well-sequenced claims**

	1	2	3	4	5	6	7	8
0 Opinion/claim is missing or unclear.	1 Introduces an opinion/claim and provides reasons that support student's point of view.	2 Introduces a clear opinion/claim and provides reasons that support student's point of view.	3 Introduces a clear opinion/claim and provides logically ordered reasons that support student's point of view.	4 Claims and subclaims are clearly introduced throughout writing and organized so that relationships between claims and subclaims are evident.	5 Claims and subclaims are clearly introduced and organized in a way that makes relationships among claims and subclaims clear and supports the reader's understanding. Some attention is given to the significance of claims.	6 Claims and subclaims are clear, focused, and consistent throughout the writing; the sequencing of the claims and subclaims builds the reader's understanding throughout the writing. The significance of the claims is clearly established.	7 Claims and subclaims are clear, precise, and consistent throughout the writing with some nuance; the sequencing of the claims and subclaims creates a coherent structure that builds the reader's understanding throughout the writing. The significance of the claims is clearly established and developed.	8 Claims and subclaims are clear, precise, and nuanced throughout the writing; the sequencing of the claims and subclaims creates a complex and coherent structure that builds the reader's understanding throughout the writing. The significance of the claims is clear and persuasive.

Domain: Composing/Writing

Dimension: Informational/Explanatory Thesis

High-Level Description: Constructing explanations or conveying ideas and information through clear, well-organized, relevant ideas

0	1	2	3	4	5	6	7	8
Topic or main idea is unclear.	Topic is evident with an unclear main idea.	Main idea is clear, on-topic, and focused. Some supporting ideas are provided.	Main idea is clear, on-topic, and focused; supporting ideas are relevant to main idea.	Main idea/thesis is clear and focused; supporting ideas are relevant and organized so that relationships between main idea and supporting ideas are evident.	Main idea/thesis is clear, focused, and consistent throughout the writing; supporting ideas are relevant, organized in a way that makes relationships among ideas clear and that supports the reader's understanding.	Main idea/thesis is clear and complex; relevant, sufficient supporting ideas are explicitly connected to main idea and organized logically to create a coherent structure that builds the reader's understanding throughout the writing.	Main idea/thesis is complex, focused, and consistent; highly relevant supporting ideas are tightly connected to the main idea and with each other to create a complex and coherent structure that builds the reader's understanding throughout the writing.	Main idea/thesis is complex, precise, and consistent; significant, highly relevant supporting ideas build on the main idea and on one another in an elegant progression to create a complex and coherent structure that builds the reader's understanding throughout the writing.



**Domain: Composing/Writing**

**Dimension: Narrative**

**High-Level Description:** Developing an oral or written narrative that relates connected experiences, events, procedural steps, or the like (whether they are real or imagined)

0	1	2	3	4	5	6	7	8
<p>Describes loosely related events.</p> <p>Does not introduce narrator or characters.</p> <p>Does not provide a sense of closure.</p> <p>Does not include details or does not use narrative technique to develop characters and plot.</p>	<p>Establishes a situation and organizes a sequence of events using temporal words and phrases.</p> <p>Introduces a narrator and/or characters and provides a sense of closure. Uses limited details and a narrow set of narrative techniques such as description of actions, thoughts, and feelings or dialogue to develop characters and plot, but they are unevenly developed.</p>	<p>Establishes a situation and organizes a sequence of events using some transitional words and phrases.</p> <p>Introduces a narrator and/or characters and provides a logical conclusion.</p> <p>Uses concrete words and phrases, sensory details, and some narrative techniques, such as description of actions, thoughts, and feelings and dialogue, to develop characters and plot.</p>	<p>Establishes a situation and organizes a sequence of events using a variety of transitional words, phrases, and clauses.</p> <p>Introduces a narrator and/or characters and provides a logical conclusion.</p> <p>Uses concrete words and phrases, sensory details, and the full range of narrative technique, such as description of actions, thoughts, and feelings, dialogue, and pacing, to develop characters and plot.</p>	<p>Orientation (including point of view), storyline, and/or organization of experiences, events, and/or steps are clearly established; organizational sequence is logical, coherent, and/or unfolds naturally, where appropriate, multiple narrative techniques are used (e.g., description, dialogue, pacing, or reflection); description includes some precise vocabulary and sensory language; conclusion generally follows from the narrated experiences/events/steps.</p>	<p>Orientation (including point of view), storyline, and/or organization of experiences, events, and/or steps are clearly established; organizational sequence is logical, coherent, and/or unfolds naturally and smoothly; where appropriate, multiple narrative techniques are used effectively (e.g., description, dialogue, pacing, or reflection); description includes precise vocabulary and, where appropriate, vivid details and sensory language; conclusion clearly follows from the narrated experiences/events/steps.</p>	<p>All of Level 5, PLUS: Uses a variety of techniques to sequence experiences/events/steps so that they build on one another to create a coherent whole, a particular tone and/or mood, and/or a specific outcome.</p>	<p>All of Level 6, PLUS: Uses narrative techniques to provide deep insight into the content (personalities and motivations, significance of events, etc.) Develops multiple plots, storylines, or sequences of events/steps.</p>	<p>All of Level 7, PLUS: Manipulates pace and other narrative elements to highlight the significance of experience/events/steps or create specific effects.</p>

Domain: Composing/Writing

Dimension: Counterclaims

High-Level Description: Acknowledging and developing alternate or opposing positions

	1	2	3	4	5	6	7	8
0	Counterclaims are not acknowledged.	Makes note of a specific counterclaim.	Describes a specific counterclaim.	Describes specific counterclaims and clearly distinguishes them from claims.	Develops counterclaims with some evidence or detail and points out their limitations.	Develops counterclaims fairly with sufficient evidence or detail, pointing out their strengths and limitations in a way that anticipates the audience's knowledge level and concerns.	Develops counterclaims fairly and thoroughly with sufficient evidence or detail, pointing out their strengths and limitations in a way that anticipates the audience's knowledge level, concerns, values, and possible biases.	Develops counterclaims fairly and thoroughly with highly relevant evidence or detail; refutes counterclaims thoroughly and strategically, conceding points where appropriate to strengthen the writer's own argument.

**Domain: Composing/Writing**

**Dimension: Selection of Evidence**

**High-Level Description: Using relevant and sufficient evidence to support claims**

0	No evidence or evidence is completely unrelated to statements.	1	Selects evidence with minimal relevance to main claim(s).	2	Selects evidence relevant to main claim(s).	3	Selects relevant evidence that supports main claim(s). Evidence for subclaims is limited or weakly related.	4	Selects relevant evidence that supports both main claim(s) and subclaims.	5	Selects a variety of relevant evidence that is sufficient to support main claim(s); evidence still only generally supports subclaims.	6	Selects a variety of detailed, relevant evidence that is sufficient to support both main claim(s) and subclaims.	7	Selects a variety of detailed, significant evidence that is sufficient to support and develop both main claim(s) and subclaims.	8	Selects the most significant evidence that is highly appropriate to the audience's knowledge of the topic or other concerns to persuasively support and develop both claim(s) and subclaims.
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**Domain: Composing/Writing**

**Dimension: Explanation of Evidence**

**High-Level Description:** Analyzing how the selected evidence support the writer's statements (e.g., claims, controlling ideas)

0	Includes unrelated facts, definitions, and details.	1	Includes relevant facts, definitions, and/or details (and relevant illustrations when appropriate).	2	Includes relevant facts, definitions, concrete details, and quotations, and/or examples (as well as illustrations or multimedia when appropriate) that support the main idea.	3	Explains relevant facts, definitions, concrete details, and/or quotations, and/or examples (as well as illustrations or multimedia when appropriate) that support the opinion/main idea.	4	Provides relevant analysis that explains how the selected evidence supports claims or statements; analysis stays rooted in the evidence but at times may be vague, illogical, or overly general.	5	Provides clear analysis that accurately explains how the selected evidence supports claims or statements.	6	Provides insightful and clear analysis that thoroughly and accurately explains how the evidence supports claims or statements; where applicable, analysis acknowledges some weakness(es) or gaps in the evidence.	7	Provides insightful, clear, compelling analysis that thoroughly and accurately explains how the evidence supports claims or statements; where applicable, analysis addresses weakness(es) or gaps in the evidence.	8	Provides insightful, compelling analysis that thoroughly, accurately, and concisely explains how the evidence supports claims or statements; where applicable, analysis clearly addresses weakness(es) or gaps in the evidence; analysis is elegant in its precision and/or sophistication and originality.
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Domain: Composing/Writing

Dimension: Integration of Evidence

**High-Level Description:** Representing evidence accurately (via notes, summary, and/or paraphrase) and including evidence in text

0	1	2	3	4	5	6	7	8
No evidence of including evidence from sources, or evidence is presented inaccurately.	Presents information from experiences or sources in brief notes taken in a provided organizer.	Presents relevant evidence from experiences or sources in notes organized by categories OR at appropriate places in the text.	Presents relevant evidence from experiences or sources through accurate summary or paraphrase at appropriate places within the text.	Evidence from sources is presented objectively and accurately and inserted at appropriate points in the text to support an argument, or explanation, or analysis.	Evidence is presented objectively and accurately, positioned appropriately in the text, and contextualized with introductory and/or explanatory phrases or statements.	Evidence is presented objectively and accurately, positioned and contextualized appropriately, and purposefully excerpted, paraphrased, or summarized to highlight the aspects that are most relevant or important to the argument, or explanation, or analysis.	Evidence is presented objectively and accurately, positioned and contextualized appropriately, and excerpted, paraphrased, or summarized strategically. Evidence is integrated into the text in a variety of ways (e.g., breakout quotes, combination of summary and direct quote) that support the argument, explanation, or analysis and develop a consistent tone appropriate to the purpose.	Evidence is presented objectively and accurately and integrated seamlessly and strategically into the text in a variety of ways that support the argument, explanation, or analysis and develop a sophisticated and consistent tone appropriate to the purpose.

Domain: Composing/Writing

Dimension: Organization (Transitions, Cohesion, Structure)

High-Level Description: Using text structure and transitions to communicate with clarity and coherence

0	1	2	3	4	5	6	7	8
Lists information about claim or main idea. Uses no linking words.	Groups related information together related to claim/main idea. Uses linking words to connect ideas/claims.	Organizes paragraphs or sections around claim/ideas. Uses words and phrases to link ideas within categories of information/claims	Organizes paragraphs or sections logically to support the main idea or claim. Uses words, phrases, and clauses to link ideas within and across categories/claims.	Paragraphs and/or sections are connected and sequenced to support understanding of ideas. Transitions are varied and are mostly appropriate and effectively used.	Paragraphs and/or sections are connected and logically build upon one another to deepen understanding of ideas and clarify relationships among ideas. Transitions are varied and appropriately and effectively used.	Paragraphs and/or sections are connected and clearly build upon one another to deepen understanding of complex ideas and to clarify relationships among those ideas. Transitions are varied and appropriately and effectively used. Sequencing of paragraphs and use of transitions help build cohesion.	Sequencing of paragraphs and/or sections creates a coherent whole that deepens understanding of the content and builds toward a particular outcome. Transitions are appropriate, effective, and varied in their structure and location.	Sequencing of paragraphs or sections creates a coherent whole that deepens understanding of the content and clearly guides the reader toward a particular outcome. Transitions are appropriate, effective, and varied in their structure and location. Sequencing of ideas and transitions is seamless and fluid, and enhances the purpose of the writing.

**Domain: Composing/Writing**

**Dimension: Introduction & Conclusion**

**High-Level Description:** Framing a composition with a relevant introduction and conclusion

	1	2	3	4	5	6	7	8
0	Includes introduction but main idea or claim is unclear or missing. Provides no concluding statement or conclusion.	Introduces the topic and a clear main idea or claim; focus on the main idea or claim is mostly maintained. Provides a concluding statement or conclusion that relates to the main idea or claim.	Introduces the topic and a clear main idea or claim; maintains a consistent focus on the main idea or claim. Provides a concluding statement or conclusion that relates to the main idea or claim.	Introduction includes relevant background information about the topic and introduces the main idea(s) or claim(s); conclusion logically follows from the content presented and ties back to main idea(s) or claim(s).	Introduction includes relevant background information about the topic, introduces main idea(s) or claim(s), and establishes purpose for writing. Conclusion summarizes the content presented and pulls multiple ideas together in relation to the main idea(s) or claim(s).	Introduction includes relevant background information about the topic, introduces main idea(s) or claim(s), and establishes purpose for writing; introduction is engaging. Conclusion summarizes, pulls ideas together, and highlights important points of the content presented; when appropriate, conclusion considers some implication(s) of the content presented.	Introduction clearly contextualizes the topic, and clearly establishes the main idea(s) or claim(s) and purpose for writing; introduction is engaging. Conclusion summarizes, highlights, and/or extends ideas as appropriate; when appropriate, conclusion addresses implications or significance of the content presented.	Introduction clearly contextualizes the topic and establishes the main ideas(s) or claims(s); introduction clearly establishes the purpose and outlines the structure of the content that follows; introduction is engaging and inviting. Conclusion strongly supports the content presented by clearly summarizing, highlighting, and/or extending ideas as appropriate; when appropriate, conclusion clearly addresses implications/significance of and/or acknowledges questions that arise from the content presented.

## Domain: Speaking & Listening

### Dimension: Discussion/Contribution

**High-Level Description:** Communicating ideas and contributing to discussion through questioning, connecting, and probing

0	1	2	3	4	5	6	7	8
Does not participate in discussions. Asks questions or provides comments unrelated to discussion or text.	Provides comments that connect to the ideas of others and stay on topic. Asks questions for clarification.	Provides original comments that contribute to the discussion and connect to the ideas of others. Asks and responds to specific questions for clarification.	Provides original comments and/or draw conclusions that contribute to the discussion and elaborate on the ideas of others. Asks and responds to specific questions for clarification.	Expresses original ideas clearly and connects to the ideas of others. Questions and responses are mostly high level. Attempts to move discussion forward by asking and responding to questions.	Expresses original ideas clearly and persuasively; connects to the ideas of others and builds new pathways of discussion. Attempts to deepen discussion by asking connecting questions or building on the responses of others.	Expresses original ideas clearly and persuasively. Builds new pathways of discussion that are clearly connected to the ideas of others. Propels conversations by relating to broader themes.	Expresses original ideas clearly and persuasively. Builds new pathways of discussion that are clearly connected to the ideas of others. Uses questions and summarization to preserve focus. Propels conversations by relating to broader themes.	Expresses original ideas clearly and persuasively. Builds new pathways of discussion that are clearly connected to the ideas of others. Uses questions and summarization to preserve focus. Propels conversations by relating to broader themes, probing reasoning and evidence and/or promoting divergent and creative perspectives.



## Domain: Speaking & Listening

### Dimension: Preparation

**High-Level Description:** Entering a discussion or presentation with appropriate evidence and relevant details

0	1	2	3	4	5	6	7	8
No evidence of preparation for discussion.	Comes to discussions prepared with ideas related to assigned reading.	Comes to discussions prepared and explicitly draws on ideas from assigned reading and other relevant information.	Comes to discussions prepared and explicitly draws on highly relevant ideas or details from the assigned reading and other relevant information.	Comes to discussions prepared and draws on specific evidence from the assigned reading and other relevant information.	Comes to discussions having read and researched material for teacher-provided questions; explicitly draws on texts and research to stimulate a thoughtful, well-reasoned exchange of ideas.	Comes to discussions with responses and evidence generated with peers through studying, research, or inquiry; explicitly draws on texts and research to stimulate a thoughtful, well-reasoned exchange of ideas.	Come to discussions with self-generated questions from studying, research, and/or inquiry. Attempts to move discussion along by using those questions at appropriate moments.	Comes to discussions with self-generated, sequenced, specific questions and evidence to move the discussion along purposefully (i.e., toward an intended outcome or desired understanding).

## Domain: Speaking & Listening

### Dimension: Norms/Active Listening

#### High-Level Description: Using roles and norms to support collegial discussions and completion of group work

0	1	2	3	4	5	6	7	8
Participates in discussions by disrupting others and speaking out of turn or off-topic.	Participates in discussions and follows agreed-upon norms.	Participates in discussions and follows agreed-upon rules. Carries out assigned roles.	Participates in discussions and follows agreed-upon rules and deadlines. Carries out assigned roles.	Mostly adheres to established norms for collegial discussions. Tracks progress toward specific goals and deadlines. Enacts individual roles independently.	Adheres to teacher-enforced collegial discussion norms. Facilitates progress toward specific goals and deadlines. Attempts to establish individual roles within the group as needed.	Adheres to teacher- and group-enforced collegial discussion norms. Effectively facilitates progress toward specific goals and deadlines. Establishes appropriate individual roles within the group as needed.	Adheres to and helps enforce collegial discussion norms. Sets clear goals and deadline and facilitates conversation and interaction to meet them. Manages individual roles within the group as needed.	Applies collegial discussion norms to promote civil, democratic discussions and decision-making. Sets clear and detailed goals and deadlines and effectively facilitates conversation/interaction to meet them. Efficiently manages individual roles and partnerships within the group as needed.

Domain: Products & Presentations

Dimension: Style & Language (Tone, Academic Language, Syntax)

**High-Level Description:** Using appropriate style in a written product, including academic language, tone, and syntax

0	1	2	3	4	5	6	7	8
<p>Uses general academic or specialized language incorrectly; frequently uses language that is informal or unsuitable for purpose.</p>	<p>Uses general academic or specialized language with minor inaccuracies and recognizes differences between written (formal) and spoken language. Word choice supports purpose.</p>	<p>Uses general academic or specialized language appropriately, and uses formal language when appropriate to purpose. Word choice is precise and supports the purpose.</p>	<p>Uses general academic or specialized language precisely and uses formal language when appropriate to the purpose. Sentences vary in structure; word choice is precise and supports the purpose and reader/listener interest.</p>	<p>Consistently uses a formal style with some academic or specialized language. Sentence structure is functional; writing may demonstrate strong control over basic sentence structures but limited control over more complex structures.</p>	<p>Consistently uses a formal style with consistently appropriate academic or specialized language. Sentence patterns are somewhat varied, with strong control over basic sentence structures and variable control over more complex structures.</p>	<p>Consistently uses a formal style and academic/ specialized language when most appropriate but also varies style and language effectively given the purpose, audience &amp; conventions of the writing. Sentence structures are varied and effective.</p>	<p>Consistently uses a formal style and academic/ specialized language when most appropriate but also varies style, language, tone, and voice effectively given the purpose, audience &amp; conventions of the writing. Sentence structures are varied and used strategically to enhance meaning by drawing attention to key ideas or reinforcing relationships among ideas.</p>	<p>Style, language, tone, and voice build ethos and high reader engagement. The style, language, tone, and voice are perfectly appropriate to the audience, and effectively accomplish the author's purpose. Sentence structures are varied, used strategically to enhance meaning, and are often powerful or beautiful.</p>

Domain: Products & Presentations

Dimension: Oral Presentation

**High-Level Description:** Using appropriate public speaking strategies, including interaction with presentation mediums, to engage the audience and communicate points

0	1	2	3	4	5	6	7	8
Makes no eye contact. Speaks in low volume or at a pace that makes the content of the presentation difficult to discern.	Makes irregular eye contact with audience. Speaks in a low volume and/or at a pace that makes the presentation difficult to understand.	Makes eye contact with audience. Shows variable body posture and speaks at a volume and pace that does not interfere with audience understanding of the presentation.	Makes regular eye contact with audience. Shows appropriate body posture and speaks at a volume and pace that does not interfere with audience understanding of the presentation.	Makes regular eye contact with audience. Shows confident body posture and speaks at an adequate volume and pace with clear pronunciation.	Uses consistently appropriate eye contact, adequate volume, clear pronunciation, and appropriate body posture (e.g., calm, confident).	Demonstrates consistent control of eye contact, volume, and body posture. Uses some variation in volume and inflection to emphasize key points. Uses some body movements to enhance articulation.	Demonstrates strong control of eye contact, pronunciation, and body posture. Varies volume and inflection to maintain audience interest and emphasize key points. Uses fluid body movements to help audience visualize ideas. May use additional engagement techniques such as humor, anecdotes, rhetorical questions, etc. as appropriate to the context.	Demonstrates strong control of eye contact, pronunciation, and body posture. Varies volume and inflection to maintain audience interest and emphasize key points. Uses fluid body movements to help audience visualize ideas. May use additional engagement techniques such as humor, anecdotes, rhetorical questions, etc. as appropriate to the context.

**Domain: Products & Presentations**

**Dimension: Multimedia in Written Production**

**High-Level Description: Integrating technology to create high-quality written products**

0	No evidence of integrating technology into writing products.							8
1	Uses technology, to produce and publish writing products, as well as interact and collaborate with others.							
2	Uses technology, including the internet, to produce and publish writing products, as well as interact and collaborate with others.							
3	Uses technology, including the internet, to produce and publish writing products, as well as interact and collaborate with others effectively.							
4	Uses technology, including the internet, to produce/publish writing, link/cite sources, and interact/collaborate with others effectively and efficiently. Uses technology/media tools to illustrate ideas or show relationships between information/ideas.							
5	Uses technology, including the internet, to effectively produce, publish, and update individual or shared writing products. Uses appropriate technology/media tools to illustrate ideas or show relationships among information/ideas effectively.							
6	Uses technology, including the internet, to produce, publish, and update individual or shared writing products. Uses appropriate technology/media tools to illustrate ideas or show relationships among information/ideas by taking advantage of technology's capacity to link to other information and to display information flexibly and dynamically.							
7	Uses technology, including the internet, to produce, publish, and update individual or shared writing products. Uses carefully selected technology/media tools creatively to illustrate ideas or show relationships among information/ideas by taking advantage of technology's capacity to link to other information and to display information flexibly and dynamically.							
8	Uses technology beyond commonly used tools to explore novel and effective ways of producing writing products.							

**Domain: Products & Presentations**

**Dimension: Multimedia in Oral Presentation**

**High-Level Description:** Integrating multiple mediums, including technology, to create high-quality spoken presentations

0	1	2	3	4	5	6	7	8
Uses technology beyond commonly used tools to explore novel and effective ways of producing writing products.	Multimedia components and/or visual displays emphasize or enhance facts and details relevant to the focus of the presentation.	Multimedia components and/or visual displays illustrate ideas relevant to the focus of the presentation.	Multimedia components and visual displays illustrate relevant information and develop ideas	Multimedia components and visual displays clarify and illustrate information and ideas.	Most multimedia components and visual displays clarify or illustrate information and ideas and strengthen arguments, explanations, and/or narratives by highlighting significant points.	All multimedia components and visual displays are purposeful and effective (i.e., clarify, illustrate, and strengthen arguments, explanations, and/or narratives) and add interest to the presentation.	Multimedia components and visual displays are purposeful, engaging, effective, and strategically/efficiently used to enhance understanding of arguments, explanations, and narratives.	Multimedia components and visual displays are purposeful, engaging, effective, and strategically/efficiently used to enhance understanding of arguments, explanations, and narratives. Integration of multimedia into presentation is seamless, engaging, and sophisticated.

Domain: Products & Presentations

Dimension: Conventions

High-Level Description: Using discipline-appropriate conventions to support clear expression of ideas and information

0	1	2	3	4	5	6	7	8
Uses the conventions of the discipline inconsistently with a pattern of errors that impede understanding. Uses the conventions of the discipline inconsistently with a pattern of errors that impede understanding.	Generally uses the conventions of the discipline. Minor errors sometimes impede understanding.	Uses the conventions of the discipline. Errors are few/minor, and do not impede understanding.	Uses the conventions of the discipline with some consistency. Minor errors, while noticeable, do not impede understanding.	Uses the conventions of the discipline with consistency. Minor errors do not impede understanding.	Uses the conventions of the discipline appropriately; some minor errors, while noticeable, do not impede understanding.	Uses the conventions of the discipline appropriately with almost no noticeable errors.	Applies the conventions of the discipline consistently to support clear expression of ideas and information. Errors are so minor that the reader would be unlikely to notice them unless specifically looking for them.	Applies the conventions of the discipline consistently and precisely to support clear, sophisticated expression of ideas and information.

**Domain: Products & Presentations**

**Dimension: Precision**

<b>High-Level Description: Expressing ideas and information with exactness, specificity, correct use of terminology, and refinement</b>								
<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
No evidence of precision.	Expresses ideas in broad or general terms. Uses relevant terms, symbols, etc. with minor errors or misconceptions. OR Does not use relevant terms, symbols.	Expresses some ideas with appropriate for the given purpose. Correctly uses relevant terms, symbols, etc.	Expresses ideas with specificity appropriate for the given purpose. Defines key terms, symbols, etc.	Consistently expresses ideas with adequate specificity for the given purpose. Defines terms, symbols, etc.	Consistently expresses ideas with clarity and specificity. Consistently defines terms, symbols, etc.	Consistently expresses ideas with clarity and highly relevant detail. Consistently defines terms, symbols, etc.	Expresses ideas with clarity and efficiency, using no more detail than is needed for the given purpose. Consistently defines terms, symbols, etc.	Expresses ideas and information with near-perfect clarity and efficiency, using no more detail than is needed for the given purpose. Consistently defines terms, symbols, etc. Expression is refined and sophisticated.



# Cognitive Skills Standards Alignment

The Summit Cognitive Skills Rubric—developed in partnership with the Stanford Center for Assessment, Learning & Equity (SCALE)—is aligned to the Common Core State Standards (CCSS), Next Generation Science Standards (NGSS), and C3 Social Studies Framework.

Skill Domain	Skill Dimension	High-Level Description	References to Standards
Textual Analysis (Close Reading)	Theme/Central Idea	Determining theme(s)/central idea(s) with details that convey the central idea(s)	CCSS.ELA-LITERACY.CCRA.R.2
	Point of View/Purpose	Analyzing the point of view or purpose of a character, narrator, and/or author/speaker and how that point of view influences the message or meaning of the text	CCSS.ELA-LITERACY.CCRA.R.6 C3 D2.His.4 C3 D2.His.5 C3 D2.His.6
	Development	Explaining the connection between events, ideas or concepts in a text using specific details.	CCSS.ELA-LITERACY.RL.x.3 CCSS.ELA-LITERACY.RI.x.3
	Structure	Analyzing an author's structural writing choices how they (3-5): contribute to the overall structure of the text; (6-12): affect the clarity and effectiveness of arguments, explanations, or narratives	CCSS.ELA-LITERACY.CCRA.RI.5
	Word Choice	Analyzing the effect of language, specifically word choice, on the meaning, tone, or mood of a text, and explaining how word choice relates to context or medium.	CCSS.ELA-LITERACY.CCRA.RI.4 CCSS.ELA-LITERACY.CCRA.RL.4

<p><b>Selecting Relevant Sources</b></p>	<p>Selecting sources that support answering a particular research question with relevant, credible information that distinguishes between fact and opinion</p>	<p>C3 Framework for Social Studies (D2, His.4-13 C3 D3.His.3.1-2 CCSS.ELA-LITERACY.RI.7 CCSS.ELA-LITERACY.CCRA.W.1 CCSS.ELA-LITERACY.CCRA.W.7 CCSS.ELA-LITERACY.CCRA.W.8 CCSS.ELA-LITERACY.CCRA.W.9 NGSS Science Practice 8: Obtaining, Evaluating, and Communicating Information</p>	
<p><b>Using Sources</b></p>	<p><b>Contextualizing Sources</b></p>	<p>C3 Framework for Social Studies (D2, His.4-9) NGSS Science Practice 8: Obtaining, Evaluating, and Communicating Information</p>	
<p><b>Synthesizing Multiple Sources</b></p>	<p>Integrating information across multiple sources to support an argument or explanation</p>	<p>CCSS.ELA-LITERACY.CCRA.W.8 CCSS.ELA-LITERACY.RI.x.7 CCSS.ELA-LITERACY.RI.x.9 C3 D2.His.16 NGSS Science Practice 8: Obtaining, Evaluating, and Communicating Information</p>	
<p><b>Inquiry</b></p>	<p><b>Asking Questions</b></p>	<p>Developing focused, answerable inquiry and research questions</p>	<p>NGSS Science Practice 1: Asking Questions and Defining Problems; CCSS.ELA-LITERACY.CCRA.W.7; C3 D1: Constructing Compelling Questions</p>
	<p><b>Predicting/Hypothesizing</b></p>	<p>Developing hypotheses and predictions</p>	<p>NGSS Science Practice 1: Asking Questions and 3: Planning and Carrying Out Investigations</p>
	<p><b>Designing Processes &amp; Procedures</b></p>	<p>Following and/or developing step-by-step processes to use in the course of answering problems/prompts or conducting inquiries/investigations</p>	<p>NGSS Science Practice 3: Planning and Carrying Out Investigations</p>

<p style="text-align: center;"><b>Analysis &amp; Synthesis</b></p>	<p style="text-align: center;"><b>Identifying Patterns &amp; Relationships</b></p>	<p>Analyzing and organizing information (including numerical and visual) to identify patterns and/or relationships to answer a question or solve a problem</p>	<p>NGSS Science Practice 4: Analyzing and Interpreting Data          NGSS Science Practice 5: Using Mathematics and Computational Thinking          C3 D2.His.14          C3 D2.His.15          CCSS.MATH.PRACTICE.MP7 Look for and make use of structure.          CCSS.MATH.PRACTICE.MP8 Look for and express regularity in repeated reasoning.</p>
	<p style="text-align: center;"><b>Comparing/Contrasting</b></p>	<p>Identifying and describing similarities and differences and use them to support an argument or explanation</p>	<p>C3 D2.His.9 and 10          CCSS.ELA-LITERACY.RL.x.7          CCSS.ELA-LITERACY.RL.x.9          NGSS Science Practice 4: Analyzing and Interpreting Data          NGSS Science Practice 7: Engaging in Argument from Evidence</p>
	<p style="text-align: center;"><b>Modeling</b></p>	<p>Representing concepts** with models, visual representations or symbols          AND/OR          Using appropriate tools to understand and analyze situations          ***"Concepts," in this dimension, refers to abstract situations/information, processes, and systems</p>	<p>NGSS Science Practices 2: Developing and Using Models          CCSS.MATH.PRACTICE.MP2: Reason abstractly and quantitatively          CCSS.MATH.PRACTICE.MP4: Model with Mathematics.</p>
	<p style="text-align: center;"><b>Interpreting Data/ Information</b></p>	<p>Interpret data and/or information from sources and draw justifiable conclusions from data</p>	<p>NGSS Science Practice 4: Analyzing and Interpreting Data          CCSS.MATH.PRACTICE.MP3          Construct Viable Arguments and Critique the Reasoning of Others          CCSS.MATH.PRACTICE.MP7 Look for and make use of structure.          CCSS.ELA-LITERACY.CCRA.R.1</p>

<p><b>Analysis &amp; Synthesis</b></p>	<p><b>Making Connections and Inferences</b></p>	<p>Connecting ideas and making inferences based on evidence or reasoning</p>	<p>CCSS.ELA-LITERACY.CCRA.R.1            NGSS Science Practice 4: Analyzing and Interpreting Data            CCSS.MATH.PRACTICE.MP7 Look for and make use of structure.            CCSS.ELA-LITERACY.RI.x.8            CCSS.ELA-LITERACY.W.x.9.B            CCSS Math Practice 3: Construct Viable Arguments and Critique the Reasoning of Others            C3 D2.His.17            C3 D4.4            C3 D4.5            NGSS Science Practice 7: Engaging in Argument from Evidence</p>
	<p><b>Critiquing the Reasoning of Others</b></p>	<p>Evaluating arguments, explanations, and solutions, including identifying logical fallacies and missteps</p>	<p>NGSS Science Practice 6. Constructing Explanations and Designing Solutions            CCSS Math Practice 3: Construct Viable Arguments and Critique the Reasoning of Others</p>
<p><b>Composing/ Writing</b></p>	<p><b>Argumentative Claim</b></p>	<p>Using logic and reasoning to justify a response or explain a phenomenon</p> <p>Developing a strong opinion/argument through clear, well-sequenced claims</p>	<p>CCSS.ELA-LITERACY.CCRA.W.1            C3 D2.His.16            C3 D3.4            C3 D4.1            NGSS Science Practice 7: Engaging in Argument from Evidence            CCSS.MATH.PRACTICE.MP3: Construct viable arguments and critique the reasoning of others.</p>
	<p><b>Informational/Explanatory Thesis</b></p>	<p>Constructing explanations or conveying ideas and information through clear, well-organized, relevant ideas</p>	<p>CCSS.ELA-LITERACY.CCRA.W.2            C3 D4.2            CCSS.MATH.PRACTICE.MP3: Construct viable arguments and critique the reasoning of others.</p>

<b>Composing/ Writing</b>	<b>Narrative</b>	Developing an oral or written narrative that relates connected experiences, events, procedural steps, or the like (whether they are real or imagined)	CCSS.ELA-LITERACY.CCRA.W.3 CCSS English Language Arts Appendix A
	<b>Counterclaims</b>	Acknowledging and developing alternate or opposing positions	CCSS.ELA-LITERACY.CCRA.W.1 C3 D3.4
	<b>Selection of Evidence</b>	Using relevant and sufficient evidence to support claims	CCSS.ELA-LITERACY.CCRA.W.1 CCSS.ELA-LITERACY.CCRA.W.2 C3 D3.3
	<b>Explanation of Evidence</b>	Analyzing how the selected evidence support the writer's statements (e.g., claims, controlling ideas)	CCSS.ELA-LITERACY.W.x.1.B CCSS.ELA-LITERACY.W.x.2.B CCSS English Language Arts Appendix A, Definitions of the Standards' Three Text Types CCSS.MATH.PRACTICE.MP3: Construct viable arguments and critique the reasoning of others. NGSS Science Practice 6: Constructing Explanations and Designing Solutions
	<b>Integration of Evidence</b>	Representing evidence accurately (via notes, summary, and/or paraphrase) and including evidence in text	CCSS.ELA-LITERACY.CCRA.W.8
	<b>Organization (Transitions, Cohesion, Structure)</b>	Using text structure and transitions to communicate with clarity and coherence.	CCSS.ELA-LITERACY.CCRA.W.4
	<b>Introduction and Conclusion</b>	Framing a composition with a relevant introduction and conclusion	CCSS.ELA-LITERACY.CCRA.W.1 and 2
	<b>Discussion/Contribution</b>	Communicating ideas and contributing to discussion through questioning, connecting, and probing	CCSS.ELA-LITERACY.CCRA.SL.1; CCSS.ELA-LITERACY.SL.x.1.C
	<b>Preparation</b>	Entering a discussion or presentation with appropriate evidence and relevant details	CCSS.ELA-LITERACY.CCRA.SL.1; CCSS.ELA-LITERACY.SL.x.1.A
	<b>Norms/Active Listening</b>	Using roles and norms to support collegial discussions and completion of group work	CCSS.ELA-LITERACY.CCRA.SL.1; CCSS.ELA-LITERACY.SL.x.1.B CCSS.ELA-LITERACY.SL.x.1.D
<b>Speaking &amp; Listening</b>			

<b>Products &amp; Presentations</b>		<b>Style and Language (Tone, Academic Language, Syntax)</b>	Using appropriate style in a written product, including academic language, tone, and syntax	CCSS.ELA-LITERACY.CCRA.L.3, CCSS.ELA-LITERACY.CCRA.L.6
Oral Presentation		Using appropriate public speaking strategies, including interaction with presentation mediums, to engage the audience and communicate points	CCSS.ELA-LITERACY.CCRA.SL.4 CCSS.ELA-LITERACY.CCRA.SL.6	
Multimedia in Written Production		Integrating technology to create high-quality written products	CCSS.ELA-LITERACY.CCRA.W.6	
Multimedia in Oral Presentation		Integrating multiple mediums, including technology, to create high-quality spoken presentations	CCSS.ELA-LITERACY.CCRA.SL.5	
Conventions		Using discipline-appropriate conventions to support clear expression of ideas and information	CCSS.ELA-LITERACY.CCRA.L.1, CCSS.ELA-LITERACY.CCRA.L.2	
Precision		Expressing ideas and information with exactness, specificity, correct use of terminology, and refinement	CCSS Math Practice 6: Attend to Precision	

# English 9- Literature and Personal

Summit Public Schools

Submitted: May 31, 2017

Decision: Jul 11, 2017

**APPROVED**

## Basic Course Information

School(s) Offering This Course:

School Name	Course Learning Environment	Transcript Code(s)	
		Abbreviation	Course Code
Summit Public Schools - Rainier (054621)	Classroom Based	English 9- LPD	
Summit Preparatory High School (053878)	Classroom Based	English 9- LPD	
Summit Public Schools - Tahoma (054620)	Classroom Based	English 9- LPD	
Everest Public High School (054429)	Classroom Based	English 9- LPD	
Summit Public School: Shasta (054815)	Classroom Based	English 9- LPD	

**Title:**

English 9- Literature and Personal

**Length of course:**

Full Year

**Subject area:**

English ("b") / English

**Integrated (Academics / CTE)?**

No

**Grade levels:**

9th

**UC honors designation?**

No

## Course Description

**Course overview:**

English 9 - Literature and Personal Development is a college preparatory course for ninth grade students. Students read and respond to intellectually challenging novels, plays, short stories, essays, and poetry through original essays, stories, poems, and speeches. The reading, writing, listening, and speaking builds students' evolving understanding of the development of personal character. After examining texts through the perspectives of ethicists, historians, scientists, anthropologists, sociologists, philosophers, artists, and psychologists, students will develop a focused set of goals for their academic, personal, and professional lives. Students will study vocabulary within the context of their

reading, and they will improve their grammar and mechanics skills through differentiated assignments that provide individual students with the skills for which their writing samples indicate a need. This course is aimed at improving student's skills as readers, writers, speakers, listeners, and thinkers. Students will develop these skills by connecting texts to essential questions about and the world beyond the classroom. The course also includes academic discussions (Socratic Seminars, debates, literature circles) to build student's capacity in communicating their knowledge and analysis. Units of instruction are aligned with the Common Core ELA standards.

**Prerequisites:**

none (Required)

**Co-requisites:**

None

**Course content:**

*The shaded background of the following field indicates this course was approved by UC for the 2014-15 school year or earlier. Please refer to the current "a-g" course criteria and guidelines when completing your course submission form.*

**Personal Narrative****Project Description:**

**"To be yourself in a world that is constantly trying to make you something else is the greatest accomplishment."**

Believe it or not, your first project of high school is going to prepare you for the number one most important project of high school: getting accepted into college. That's because a major part of your college application, surprisingly enough, will include storytelling. Sharing stories is a major part of the way we communicate who we are to others: whether it's in a college application, a job interview, an introduction to a new friend, or a fight for what you know is right, you will always be trying to tell other people your story, including why you believe what you believe and why you choose to do what you do. Sometimes, people misunderstand who we are, make assumptions about who we are, or try to define us in ways that don't feel true. In this project, you will get to use your voice to talk back to all of that, defining yourself, once and for all, and without the definitions or pressures from others, through story.

In order to do this well, we will analyze the methods famous authors have used to develop their personal stories. Additionally, we will discuss how our identities are supported and also challenged by those around us in a major Socratic Seminar, and eventually, you will become experts on a few stories, picking one to describe and analyze in an organized paragraph. At that point, with newfound knowledge about the tools of the trade, you will set out to write your story, undergoing the writing process with pre-writing, drafting, revising, editing, and peer and teacher workshopping. At the end of this project, you will not only have a personal narrative that you may one day decide to refine and use in your college application, but you will also have learned a little bit about who you truly are, as well as better understanding the identities of those around you.

**Essential question:** In a culture where we are bombarded with other people trying to define us, how do we define ourselves? How can we define ourselves through storytelling and narrative?

**Enduring Understandings:** Story writing is a way to define yourself and share who you are authentically. Every person has a unique story that deserves to be heard, understood, and respected. Personal narrative writers craft their texts using specific word choice, tone, and narrative techniques to engage their readers.

In a 5-week project of 2 90-minute blocks per week, students will...

- **Read** a series of short personal narrative essays and stories.
- Identify a theme in a text and provide some details that support its development.
- Analyze how characters, plot, or ideas are developed using selections from the text as evidence.
- Discuss and explain their analyses and how their evidence supports their analyses.
- Outline an organized paragraph that explains their analysis of theme.
- Draft, revise, and edit a textual literary analysis paragraph.
- Outline a personal narrative that demonstrates plot and character development.



- Craft a personal narrative that incorporates dialogue, imagery, blocking, and internal monologue.
- **Revise and edit** a personal narrative to include improved storytelling devices and grade-level language conventions.

### Fact or Fiction: A Textual Analysis Project

**Essential question(s):** What genres of texts are most important to our education: fiction, nonfiction, or both? What can we learn from fiction and nonfiction and how much should each be taught in high school?

#### Enduring Understanding(s):

- Reading is a powerful method of learning about topics we are interested in. Texts of different genres offer us unique and diverse opportunities for learning. Different types of texts teach us in different ways, and genre must be considered when we analyze and comprehend a text.
- In order to better understand and learn from a text, we need to make inferences about its themes or central ideas, and identify how evidence supports the themes and central ideas.
- One way to have a say in our education is to craft arguments defending our opinions. Strong arguments include claims, sub claims, evidence, and justification.
- There are a number of ways to assert our arguments and take action on issues we care about: we can participate in debates/discussions and we can also craft business letters to important local or national figures.

#### Description:

In this class, we are teaching you lies! Yup, you read correctly--lies! That's because in English, we read and learn about a little something called... fiction. You remember fiction, right? It is the genre of texts about imaginary, *completely fabricated* stories, places, and characters. All kidding aside--why do we teach that? What makes fiction so important that you spend much of your academic life reading it? Should we be reading more nonfiction instead? This has become a timely question on the national scale in recent years, and actually American high schools now read a bit less fiction than they once did, because of the emergence of the Common Core, which includes less fiction and more nonfiction in its standards. What do you think about all of that? Would you like to have a say in what type of reading you do in high school?

In this project, you will get to explore what there is to learn from works of fiction as well of works of nonfiction. You will pick a topic you would like to learn more about, and you will then read a selection of short stories and informational articles about the topic, gathering the lessons from each as you go. To keep track of what the texts teach you, you will participate in literature circle discussions, and you will also write analytical paragraphs, identifying the central message or theme (which you might call the biggest lesson) of each of the texts. After you have read several works and have hopefully learned a lot about your topic, you will compile and polish your writing in an Analytical Portfolio, documenting all that you learned. Then, you will participate in a structured academic debate to answer the question: Which is more important to our education: fiction, nonfiction, or both? Finally, you will reflect on all of your experiences, writing a letter to an educational leader of your choice (it could be someone local, like your school principal, or it could be someone nationally known, like the chair of the Common Core organization). You will share what types of reading benefit you the most and how you would like to see reading included in your own and in other students' high school curriculum. Get ready to have your say in what you learn at school: this is an opportunity for you to be actively involved, like you should be! After all, you are the key player in the success of your education.

In a project of 6 weeks, including 2 90-minute blocks per week, students will...

- **Read a selection of fiction and nonfiction texts**, and identify the themes and central ideas in each.
- **Craft research questions** inspired by the topic in selected fictional texts.
- Conduct research to answer research questions, identifying credible sources and analyzing their central ideas.
- **Discuss the major points and learning from each text in small groups**, applying all ideas to a topic of their choosing.
- **Craft analytical paragraphs** asserting the theme or central idea in each text, and supporting their analysis with evidence and justification.
- **Engage in structured, formal academic debates** about which is most important to our education: fiction or nonfiction, and using skills of preparation, active listening, and contribution/discussion.
- **Craft argumentative claims and evidence** to support a position for their debates.
- **Reflect on their learning** throughout the project and use personal experience and research to form an opinion and generate a recommendation for how to improve reading and learning in American high schools.
- **Craft arguments in a formal business letter** to a leader in education chosen by the students.
- **Polish all final writing to incorporate elements of style and language and conventions**, including MLA format, sentence variety, properly embedded quotations, and formal academic language.

#### Are We Innocent?

**Essential question(s):** Are people naturally good and innocent or are they naturally evil and without morals? How do authors reveal the inner nature of characters, including what they desire, care about, and stand for?

#### Enduring Understanding(s):

- The question of whether or not humans are naturally good or evil is a classic literary theme addressed in works of fiction and nonfiction alike.

- Authors employ a variety of strategies to slowly introduce, explain, and develop each character in a text. Characters, like people, convey their inner nature through all of their interactions--analyzing these closely can help readers uncover character's fears, flaws, longings, attitudes, values, and aspirations.
- Authors can use word choices to convey and develop characters, using the connotations, denotations, and figurative meanings of words to reveal character elements.
- To craft a clear and effective essay, you need to implement a strong organization and you need to logically explain how your evidence supports your analysis.

**Description:** What is the nature of humanity? How is it that some people become good, generous, loving, and benevolent, while other people commit horrible crimes and become so awful we might even classify them as evil? In this project, we will read a novel that pushes us to consider these questions, coming to various conclusions as we analyze specific characters and determine whether they are good or evil and how they have become that way. We will then push our analysis a little further and imagine ourselves as lawyers in a trial, defending each major character in the book as guilty or innocent of a terrible crime that occurs in the book. You will take on a role as the prosecution or defense, and then you will present your case to a jury of your peers so that all the characters in this novel can finally have justice, once and for all. You will strengthen your case with the strongest evidence available to us: the text and your analysis of how your character developed over the course of the book. In this work, you will further analyze how the author revealed your character's development using a variety of devices but particularly word choice. Your intensive study of the book will pay off: not only will you conclude this project having taken on the responsibilities of a criminal lawyer, but you will also have written a full-length literary analysis essay, a form of writing that you will continue to use throughout high school and into college.

In a 10-week project of 2 90-minute blocks per week, students will...

- **Read** a grade-level novel, employing a number of strategies to improve comprehension.
- **Track the development of a character** in a text by gathering evidence and making inferences in each chapter.
- **Analyze a character's development over the course of a text** by identifying his interactions in the texts and inferring his fears, flaws, longings, attitudes, values, and aspirations.
- **Analyze how word choice contributes to a character's development** by identifying specific word choices and explaining how their various meanings reveal more about the tone, meaning, and character involved.
- **Generate a thesis** identifying the major character traits in a specific character, how they are developed throughout a text, and how specific word choices contribute to this character development.
- **Outline, draft, revise, and edit an essay** on the topic described above.
- **Generate an argumentative claim and subclaims** asserting the character's guilt or innocence in the murder of another character in the text.
- **Gather evidence and prepare remarks** to present at a mock trial for a character.
- **Craft visual evidence into a multimedia presentation** using quotations from a text.
- **Utilize multimedia to enhance the understanding of audience members** in a presentation.
- **Deliver a presentation** with opening remarks, an explanation of evidence, and closing remarks in a Mini Mock Trial.

#### Poetry and the People

**Essential question:** How does poetry contribute to our understanding of self, others, and the world? How can I use poetry to share perspectives from my peers and community?

### Enduring Understandings

- Writers make intentional choices in poems to create a meaning or give a message to an audience.
  - Strong literary analysis is about dissecting a writer's choices and explaining how these choices contribute to the meaning of the poem.
  - Poems can illuminate someone's understanding of an experience.
- Poetry is a form of expression that can allow us to share perspectives and reveal the identities of ourselves, our peers, and the community.

#### Description:

Poetry can provide us with an understanding of a wide array of world experiences, both similar to and different from our own. We read poetry and hear poetry performances to better understand ourselves, others, and the world. In this project, you will become a part of that experience: reading poetry to learn of communities around the world and writing poetry about others, as a way to learn about the people around you. To prepare, you will participate in a character study, the way a real writer might. In this process, you will interview a person in your community, learning about their life, stepping into their shoes, and finally, writing poetry that embodies their experiences. This person will be both the subject and the audience of your poetry collection. As a final product of this project, you will create an original book of poems for your subject. You will perform at least one original poem and present your book of poetry to your subject by the project's end.

Along the way, you will not only understand more about how poetry connects us and enlightens us, but you will also learn how poetry itself offers strategies and tools that generate a wealth of meaning. You will read a variety of poetry, taking it as inspiration and as a model for your own work. Then, you will analyze the tone, word choice, imagery, style, and themes that the poems convey. It will be your job to build on the skills you learned in the Literary Analysis Essay project to interpret these poems and craft analyses that explain how the poet's choices contribute to the meaning of the poem as a whole. You will challenge yourself further than in the Literary Analysis Essay by practicing and writing your final analytical poetry essay in a timed setting, much like the timed writing experiences you will have in sophomore English and in your AP classes and AP exams in the 11th and 12th grades.

In a 5-week project consisting of 2 90-minute blocks per week, students will...

- **Read** a series of poems with topics of identity, community, and relationships.
- Identify a central theme in the poems and explain its development.
- Analyze the poetic devices and explain how they contribute to a theme in the poems.
- Outline a literary analysis essay in a timed setting, as practice for a final timed write.
- Write an literary analysis essay in a timed setting, asserting how poetic devices contribute to a theme in a poem.
- Replicate the word choices, topics, themes, or other poetic devices used in specific poem selections to create their own versions.
- Draft, revise, and edit poems to include clear and strong use of narrative technique.
- Practice public speaking strategies to prepare for a final performance.
- **Perform** a poem with use of eye contact, gesture, facial expressions, enunciation, poise, volume, pacing and tone.

### Persuasive Speech

#### ESSENTIAL QUESTION

How can I use my voice to effect change in my community?

#### ENDURING UNDERSTANDING

Effective speakers use specific rhetorical strategies to persuade their audience.

#### DESCRIPTION

Martin Luther King, Jr. Abraham Lincoln. Barack Obama. These men have all used their voices to create social change. They have used their voices to change the communities they live in; to make the world a better place. Now, you're going to do it too! In this project, you will explore the way in which a person can use his or her voice in order to persuade and motivate people into action. As you conclude the school year, it is important to understand that school is meant to prepare you academically, but also to become thoughtful, contributing members of society. Often in your life, you will come across wrongs that you believe need to be righted or injustices that you cannot stand to allow to continue. When you encounter these things, you will need to stand up and convince others to support your cause. Often in your life, you will use your voice and your words to impact the opinions and beliefs of others. Your voice is the greatest tool with which you will thoughtfully contribute to your community and your society. This project asks you to research, write, and then deliver a persuasive speech on a topic of your choice. After choosing a debatable topic that is interesting to you and engaging and relevant to your audience, you will delve deeply into your topic through research. Along the way, you will learn how to assess and evaluate sources. After collecting all of your evidence, you will craft a speech that uses multiple rhetorical techniques, such as pathos, counterarguments or rhetorical questions, in order to persuade your audience to support your cause. In order to successfully structure the draft of your speech and incorporate these techniques, you will need a clear knowledge of the content in Appeals 2 and Syntactical Terms 1. After revising your speech through peer review, you will begin practicing the oral presentation by creating note cards and rehearsing with your classmates. After many hours of practice, you will present your speech in front of your classmates and teachers. Some of you may even be lucky enough to give your speeches in front of the entire school!

## Course Materials

### Literary Texts

Title	Author	Publisher	Edition	Website	Read in entirety
Lord of the Flies	William Golding	Faber and Faber	1954	[ empty ]	Yes

### Other

Title	Authors	Date	Course material type	Website
"Ballad of a Mother's Heart"	Jose La-Villa Tierra	[ empty ]	Poem	[ empty ]
"Words for Worry"	Li-Young Lee	[ empty ]	Poem	[ empty ]
"To a Dark Girl"	Gwendolyn Bennett	[ empty ]	Poem/Short story	[ empty ]
"Girl"	Jamaica Kincaid	[ empty ]	Poem	[ empty ]
"I, Too, Sing America"	Julia Alvarez	[ empty ]	Poem	[ empty ]
"not an elegy for Mike Brown"	Danez Smith	[ empty ]	Poem	[ empty ]
"did you think i was a city"	Rupi Kaur	[ empty ]	Poem	[ empty ]
"Sure You Can Ask Me a Personal Question"	Diane Burns	[ empty ]	Poem	[ empty ]
"How to Tell a True War Story"	Tim O'Brien	[ empty ]	Short Story	[ empty ]

"Soldier's Home"	Ernest Hemingway	[ empty ]	Short Story	[ empty ]
The Things They Carried (excerpts)	Tim O'Brien	[ empty ]	Short story	[ empty ]
"War"	Luigi Pirandello	[ empty ]	Short story	[ empty ]
"Job History"	Annie Proulx	[ empty ]	Short story	[ empty ]
"That Room"	Tobias Wolff	[ empty ]	Short story	[ empty ]
"Geese"	Z.Z. Packer	[ empty ]	Short story	[ empty ]
"Homage"	Nadine	[ empty ]	Short story	[ empty ]
"Miss Brill"	Katherine Mansfield	[ empty ]	Short story	[ empty ]
"Popular Mechanics"	Raymond Carver	[ empty ]	Short story	[ empty ]
"The Paring Knife"	Michael Oppenheimer	[ empty ]	Short story	[ empty ]
"The Hand"	Colette	[ empty ]	Short story	[ empty ]
"The Story of an Hour"	Kate Chopin	[ empty ]	Short story	[ empty ]
"Battle Royal"	Ralph Ellison	[ empty ]	Short story	[ empty ]
"Mulatto"	Langston Hughes	[ empty ]	Short story	[ empty ]
"Indian Education"	Sherman Alexie	[ empty ]	Short story	[ empty ]
"Three Girls"	Joyce Carol Oates	[ empty ]	Short story	[ empty ]
"How to Date a Black Girl, Brown Girl..."	Junot Diaz	[ empty ]	Short story	[ empty ]
"Boys"	Rick Moody	[ empty ]	Short story	[ empty ]
"Saving Sourd!"	May-Lee Chai	[ empty ]	Short story	[ empty ]
"A Good Man is Hard to Find"	Flannery O'Connor	[ empty ]	Short story	[ empty ]
"Missing Women"	June Spence	[ empty ]	Short story	[ empty ]
"Killings"	Andre Dubus	[ empty ]	Short story	[ empty ]
"Until Gwen"	Dennis Lehane	[ empty ]	Short story	[ empty ]
"Trifles"	Susan Glaspell	[ empty ]	Short story	[ empty ]
"Fish Cheeks"	Amy Tan	[ empty ]	Short story	[ empty ]
"Becoming a Writer"	Junot Diaz	[ empty ]	Short story	[ empty ]
"Eleven"	Sandra Cisneros	[ empty ]	Short story	[ empty ]
"The Bike"	Gary Soto	[ empty ]	Short story	[ empty ]
"Superman and Me"	Sherman Alexie	[ empty ]	Short story	[ empty ]
"The Struggle to Be an All-American Girl"	Elizabeth Wong	[ empty ]	Short story	[ empty ]
"My Name is Margaret"	Maya Angelou	[ empty ]	Short story	[ empty ]
"How it Feels to be Colored Me"	Zora Neale Hurston	[ empty ]	Short story	[ empty ]
"Night Walker"	Brent Staples	[ empty ]	Short story	[ empty ]
"By Any Other Name"	Santha Rama Rou	[ empty ]	Short story	[ empty ]

## Additional Information

### Course Author:

Joe Bielecki

# Mathematics I

Summit Public Schools

Submitted: Jul 31, 2017

Decision: Sep 6, 2017

**APPROVED**

## Basic Course Information

School(s) Offering This Course:

School Name	Course Learning Environment	Transcript Code(s)	
Summit Public Schools - Rainier (054621)	Classroom Based	Abbreviation Math I	Course Code
Summit Preparatory High School (053878)	Classroom Based	Abbreviation Math I	Course Code
Summit Public Schools - Tahoma (054620)	Classroom Based	Abbreviation Math I	Course Code
Everest Public High School (054429)	Classroom Based	Abbreviation Math I	Course Code
Summit Public School: Shasta (054815)	Classroom Based	Abbreviation Math I	Course Code

**Title:**

Mathematics I

**Length of course:**

Full Year

**Subject area:**

Mathematics ("c") / Mathematics I

**Integrated (Academics / CTE)?**

No

**Grade levels:**

9th

**UC honors designation?**

No

## Course Description

**Course overview:**

Math I is a Common Core-aligned math course intended for ninth grade students. It begins with a unit that is accessible and tangible for students that surfaces and extends ideas from middle school that explores patterns and sequences. Next, students study functions and their features as they become more comfortable representing quantitative relationships in multiple representations. These first two units build to Unit 3, where linear and exponential functions are the focus. The focus of Unit 4 is equations and inequalities, where students are extending their existing knowledge of how to manipulate and solve equations to more complex problems and contexts, including systems of

equations and inequalities. Students draw on their experiences from Units 1-4 as they undergo their first project, *Epic Event*, where they develop, budget, and pitch an event of their choosing. Next, students shift gears to work on geometry; the geometry unit extends ideas from Grade 8 about transformations to have students develop congruence criteria and prove theorems. The final unit of the year is on statistics, where students work with univariate and bivariate data. This unit naturally leads to the course's capstone project, *Booming Populations*. In that project, students research a developing country of their choice and use a variety of mathematical skills to model that country's population in order to predict where it will be 50 years from now. Altogether, this course sets students up for Math II along the way to completing the three course sequence from Math I to Math III, which is aligned to the high school CCSS math. The suggested calendar for projects/concept units in this course assumes two, 90-min periods per week. You may find the need to increase the time beyond the suggested number of weeks. We recommend a thorough review of the project overview or concept unit plan for each project or concept unit to optimize for your planning needs.

#### Prerequisites:

None

#### Co-requisites:

None

#### Course content:

*The shaded background of the following field indicates this course was approved by UC for the 2014-15 school year or earlier. Please refer to the current "a-g" course criteria and guidelines when completing your course submission form.*

#### Patterns and Sequences

##### ESSENTIAL QUESTION

How is the pattern changing, and how can we represent that change?

How can patterns and real-world situations be represented with sequences and functions?

How can we use mathematical representations of real-world situations to make predictions about those situations?

##### ENDURING UNDERSTANDING

1. Patterns and real-world situations can be represented with sequences, tables, graphs, and symbols.
2. Representing situations mathematically yields predictive power about those situations.
3. Arithmetic sequences change additively by a constant difference; geometric sequences change multiplicatively by a constant ratio.
4. Arithmetic and geometric sequences each have a general form when viewed symbolically and a general shape when viewed graphically.

##### DESCRIPTION

In this unit, students will...

- Look at visual representations of growth and make predictions about how the patterns will continue.
- Use **spreadsheets** to derive a **recursive rule** for sequences.
- Make connections between visuals and corresponding tables and graphs.
- Use connections between representations to derive an **explicit rule** for each sequence.
- Define - and distinguish between - two specific types of sequences:
  - **Arithmetic**, which change additively by a constant difference, and;
  - **Geometric**, which change multiplicatively by a constant ratio.
- Write precise algebraic rules and identify unknown terms for more complex sequences.

Use **function notation** as they gain comfort writing algebraic rules for sequences.

#### Features of Functions

##### ESSENTIAL QUESTION

How can real-life situations be described and modeled mathematically? What are the benefits of doing this?

What are the ways functions can be represented?

In what ways are functions always the same and in what ways can they be different? Collapse (<https://www.summitlearning.org/teacher/projects/336766/overview>)

##### ENDURING UNDERSTANDING

1. A relation is a set of ordered pairs that maps inputs to outputs. We can interpret relations as stories.
2. Functions are relations where each input maps to exactly one output.
3. Functions can model the quantitative relationships between variables.
4. Features of functions can be interpreted in terms of the context those features represent.

##### DESCRIPTION

In this unit, students will...

- Explore and interpret many examples of relations as stories.
  - Given verbally, graphically, numerically, symbolically, and visually.
  - Translate between representations, understanding the affordances of each.
- Recognize that the input/output relationship is a correspondence between two sets: the **domain** and the **range**. Relate the domain and range to a relation's multiple representations and context.

- Define functions as relations where each input maps to **exactly one output**.
- Encounter graphical and verbal descriptions of situations that are not easily described with an equation, describe key aspects of these situations and determine whether they are or are not functions.
- Model real-world situations with **continuous functions**, juxtaposing them with discrete functions they encountered in the previous unit.
- Build fluency using function notation in different contexts.

Interpret graphs of functions using precise terminology to describe key features, including **intercepts**, intervals where the function is **increasing or decreasing**, and intervals where the function is **positive or negative**.

## Linear and Exponential Functions

### ESSENTIAL QUESTION

How can we use functions to represent change of one quantity in terms of another?

When is it appropriate to use exponential or linear functions to model a situation?

What are the similarities and differences between exponential and linear patterns?

### ENDURING UNDERSTANDING

A function's rate of change and initial value determine its other properties and behaviors.

Functions and their features can be represented in multiple, equivalent ways.

Functions can model quantitative relationships between variables.

### DESCRIPTION

In this unit, students will...

- Build on their knowledge of arithmetic and geometric sequences to get a more robust understanding of linear and exponential functions. For example, they come to understand that - unlike sequences - the domain of these functions can be extended beyond the positive integers that define sequences. They uncover the distinction between continuous domains and discrete (there are points *in between* those integer values).
- Distinguish between situations that should be modeled with a linear function versus an exponential one; they recognize each when presented with data, graphs and/or real-world contexts, and construct linear and exponential functions to model situations and solve problems.
- Continue focusing on connecting different representations of functions, especially graphical, tabular, algebraic and verbal.
- Dive deeper into the study of linear functions to learn that there are multiple equivalent *algebraic* representations, i.e. different general forms for linear relationships. They study some of these forms, investigating the utility in them and the meaning of their parameters.
- Apply linear and exponential functions to real-world scenarios throughout the unit, and they will interpret the significant parts of the graph or components of the equation in the original context.

## Equations and Inequalities

### ESSENTIAL QUESTION

What do solutions for equations and inequalities mean?

How can linear equations and inequalities represent real-world situations?

How can contextualizing and decontextualizing linear equations and inequalities deepen our understanding of the real world?

How can we manipulate equations and inequalities to solve for unknown quantities?

How can we justify if a given value or an ordered pair is a solution to an equation or inequality?

### ENDURING UNDERSTANDING

Generating equivalent equations is a strategy for methodically solving equations and inequalities.

A solution set is the collection of values that makes a number sentence true.

Systems of equations (or inequalities) are sets of number sentences that use the same variables.

A system's solution can be represented in multiple, equivalent ways.

### DESCRIPTION

In this unit, students will...

- Encounter concrete contexts that convey the properties of equality, such as balanced scales or mobiles. They should solve problems in these contexts, transitioning from working with concrete representations to algebraic ones.
- Understand that generating equivalent equations using the properties of equality is a useful process for solving equations. Emphasis is put on reasoning and justifying solution steps using the properties of equality. This foundation helps develop the reasoning needed for equations that are unusual, such as those with zero or multiple solutions, or literal equations.
- Apply logic from equations to solve inequalities, solidifying their understanding that there are infinite solutions to inequalities that can be displayed graphically.
- Reason with systems of equations and inequalities, coming to understand that a system's solution is the point(s) that satisfy all of the system's components. This logic applies to systems of equations as well as systems of inequalities, though graphically the two look different.
- Learn algebraic techniques to solve systems. Students come to apply the substitution and elimination techniques, understand why they work, and know when each makes sense to apply.

## Geometry

### ESSENTIAL QUESTION

What does it mean to prove deductively?  
 What information is necessary to prove figures congruent?  
 How can congruence be used to prove geometric conjectures?

### ENDURING UNDERSTANDING

Conjectures become theorems when proved deductively from a small set of axioms and undefined terms.  
 Congruent segments, angles, and figures result from rigid motion transformations.  
 Two triangles can be proven congruent based on the order of their corresponding, congruent sides and angles.  
 Congruent triangles can be used to prove geometric theorems.  
 Coordinates can be used to prove geometric theorems algebraically.

### DESCRIPTION

In this unit, students will...

- Ground themselves in the fundamentals of geometry. They learn that all of Euclidean geometry can be constructed from a compass and straight-edge, all definitions are derived from the undefined notions of point, line, plane, and distance, and all theorems are based on a small set of axioms.
- Develop precise definitions for rigid motion transformations (translations, rotations, and reflections), understand that they preserve angle and distance, and define congruency from these rigid motions.
- Derive triangle congruence criteria (ASA, SAS, SSS) from rigid motions and prove triangles congruent using these criteria.
- Use triangle congruence as one avenue for proving geometric theorems, especially those that they've developed conjectures about.
- Use coordinate geometry to derive formulas and prove theorems.

### Descriptive Statistics

#### ESSENTIAL QUESTION

Why is data collected and analyzed? What are different methods by which data can be displayed?  
 How do people use data to influence others?  
 How can predictions be made based on data?  
 What is strength of an association between two variables?

### ENDURING UNDERSTANDING

Measures of center and spread are used to interpret univariate data.  
 Two-way frequency tables are used to describe the relationship between 2 categorical variables.  
 Scatter plots illustrate the correlation of bivariate measurement data.

### DESCRIPTION

In this unit, students will...

#### (Univariate data)

- Review key characteristics (measures of shape, center, and spread) and further describe the shape of a data distribution (symmetric, skewed, flat or bell shaped).
  - Discuss variability involving interquartile range and/or mean absolute deviation to reduce learning loss by the time standard deviation is covered in Math III.
- Instead of creating representations of data, the emphasis in high school is on judiciously interpreting representations and measures.
- Develop more precise understanding of **measures of center**.
  - Explain why mean and median are equal for symmetrical distributions, and not equal in examples of skewed distributions.
  - Select median as the better measure of center for skewed distributions, and make generalizations about what kinds of distributions have means larger than medians and which have medians larger than means.
- Draw and **justify conclusions**, given different visual representations of data (box plots, histograms, dot plots).

#### (Bivariate data)

- Use **two-way frequency tables** for categorical variables to interpret relative frequencies in the context of the data.
- Represent measurement variables on **scatterplots** using technology, identify linear association, find the line of best fit, and interpret the slope and intercepts in context.
- Assess the fit of a line more precisely with technology by generating **correlation coefficients** and by plotting and analyzing **residuals**.
- Compare strength of associations between different pairs of variables by interpreting correlation coefficients. They distinguish between correlation and causation.

### Epic Event

Epic Event

- **Essential question(s):** How can mathematical models illustrate the business notions of revenue and cost, and how can these models be analyzed to predict profit or loss?
- **Enduring Understanding(s):** Mathematical models can be developed both by individuals to help manage their finances and by businesses to help plan for something that will be financially feasible.
- **Description:** What goes into creating an awesome, memorable event? How can you figure out how much money is made at a concert or at a charity event? Whether it be an art display, a skateboarding competition, a road race, an awards show, a dodgeball tournament, or an opportunity to raise awareness for a cause such as heart disease prevention, everyone has an idea for an event - but planning a successful event takes time and thought. Often, events require "investors" to provide the money to make the event happen, and investors need convincing that the event will be worthwhile. In this project, you will plan an event along with a business plan to convince potential "investors" of the event's certain success.



This project comes about mid way through the course, after the concept units of *Linear & Exponential Functions* and *Equations and Inequalities*. Students will use their knowledge and understanding of linear functions and systems of linear functions to create and plan their event. Students will categorize costs and revenues into fixed and variable in order to model their event with linear functions. Students will use precision when determining these costs, but also use modeling to explain why their model is inaccurate or what assumptions they made when making the model.

### Booming Populations

- **Essential question(s):**

- How can we understand and predict patterns of population change in countries around the world, using visual models such as scatterplots, spreadsheets, and linear or exponential functions?
- How do these mathematical models shed light on historical processes and events?
- What is the utility of such models for making long-range predictions?

- **Enduring Understanding(s):**

- Linear and exponential models behave in fundamentally different ways, but both can be used to model various situations in social, political or scientific contexts.
- Each type of model has benefits and limitations.
- Linear, exponential, and other mathematical models can be used to approximate real-world data and are useful for visualizing patterns, presenting basic information, and making predictions

- **Description:**

- You'll explore the population patterns of a country of your choice, starting in the year 1950. You'll work to develop various representations of the population data, including spreadsheets and scatterplots. Then, you'll analyze the data to understand the historical, political, economic or social trends that underlie the numerical information you are seeing. Next, you'll use your knowledge of linear and exponential functions to create linear and exponential models to approximate the data, and you will discuss which model represents the data most closely. Following this step, you'll use one of these models to make predictions about the future population of the country you chose. Finally, you'll prepare a brief presentation of your findings and present them to a "population summit" meeting of your classmates.
- This project comes at the end of the year after students have spent time in concept units learning about linear and exponential functions. In Booming Populations, students will choose a country and by analyzing and interpreting its data, students will determine a model of best fit for their country. Students will use this model to predict the future populations of the country.

## Course Materials

### Textbooks

Title	Author	Publisher	Edition	Website	Primary
Pearson Integrated Mathematics	Charles, Kennedy, and Hall	Pearson	1	[ empty ]	Yes

### Supplemental Materials

Title	Content
Supplemental Materials	<p>Projects within the curriculum as well as pacing and spiraling are inspired and adapted from both the College Preparatory Mathematics (CPM) and the Interactive Mathematics Program (IMP) curricula. Units and activities are structured similarly to balance procedural fluency and conceptual understanding, allowing students to construct their own understanding with multiple opportunities to work with other students and teacher-led discussions around formalizing concepts and procedures.</p> <p>Khan Academy, CK-12 and others serve as online, on-demand resources for further explanation, extra practice, and targeted intervention.</p> <p>Desmos and Geogebra are two powerful mathematical tools that students use at various points throughout the year to help create models and representations necessary to communicate understanding and mastery of the concepts and skills associated with the course.</p>

# World Studies I

Summit Public Schools

Submitted: Jul 31, 2017

Decision: Sep 6, 2017

**APPROVED**

## Basic Course Information

School(s) Offering This Course:

School Name	Course Learning Environment	Transcript Code(s)	
Summit Public Schools - Rainier (054621)	Classroom Based	<b>Abbreviation</b> World History/Geography I	<b>Course Code</b> a100
Summit Preparatory High School (053878)	Classroom Based	<b>Abbreviation</b> World History/Geography I	<b>Course Code</b> a100
Summit Public Schools - Tahoma (054620)	Classroom Based	<b>Abbreviation</b> World History/Geography I	<b>Course Code</b> a100
Everest Public High School (054429)	Classroom Based	<b>Abbreviation</b> World History/Geography I	<b>Course Code</b> a100
Summit Public School: Shasta (054815)	Classroom Based	<b>Abbreviation</b> World History/Geography I	<b>Course Code</b> a100

**Title:**

World Studies I

**Length of course:**

Full Year

**Subject area:**

History / Social Science ("a") / World History / Cultures / Historical Geography

**Integrated (Academics / CTE)?**

No

**Grade levels:**

9th

**UC honors designation?**

No

## Course Description

**Course overview:**

The purpose of Modern World 1 is to develop students' historical literacy and communication skills by having them engage in deeply complex historical topics as well as connect the past and the present.

Through the projects in the Modern World 1 curriculum, students begin with the study of ideas their effects, in preparation of diving into the concept of revolution in the second project. The third project focuses on the effects of industrialization, which set them up for the fourth project on imperialism. As the capstone for the school year, students write and deliver a persuasive speech which they work on in both English and Modern World 1.

Nearly every project in Modern World 1 involves students having voice and choice in their topic of study, and the tasks involve a wide variety of authentic assessments including Socratic Seminar, oral presentation, document-based writing, and mock trial. Every project requires students to critically analyze historical sources. This course is designed to be engaging and support students in understanding the relevance of history, in addition to strengthening their skills.

Through the five projects, students will exit the course having received extensive experience analyzing primary and secondary historical sources. Additionally, they will have conducted research and scrutinized the credibility current online sources.

Students will have experienced writing a Document Based Question essay, participating effectively in a Socratic Seminar and delivering an oral presentation to their peers.

Through their projects, students will be well set up with the skills, knowledge, and experiences needed to continue their study of history/social studies in Modern World 2.

### Prerequisites:

None

### Co-requisites:

None

### Course content:

*The shaded background of the following field indicates this course was approved by UC for the 2014-15 school year or earlier. Please refer to the current "a-g" course criteria and guidelines when completing your course submission form.*

### Ideas that Changed the World

#### ESSENTIAL QUESTION

- How can individuals and ideas help spark change?

#### ENDURING UNDERSTANDING

- Ideas and those that act upon them can help lead to large and small change.

The "Enlightenment" period in Europe was a political and philosophical movement that involved the emergence and spread of new ideas about human nature and government.

John Locke, Thomas Hobbes, Jean Jacques Rousseau, and Baron de Montesquieu were some of the most well known Enlightenment philosophers who developed new ideas about human nature and government. These ideas challenged traditional authority, and revolutions took place around the world that weakened the absolute rule of kings and laid the foundation for more democratic forms for government.

We can also look to U.S. history for examples of individuals and ideas that have led to change.

#### DESCRIPTION

- Through this project, students have the opportunity to consider many different ideas related to human nature, politics, and government. Specifically, they will be able to study the ideas and philosophers prominent during the European Enlightenment. Additionally, they will be able to choose an American individual profiled on the "Americans Who Tell The Truth" website and study their ideas and actions. Throughout this process, students will grapple with the different ideas presented, if they agree with them or not, and ultimately participate in a Socratic Seminar to discuss and develop and\ even deeper understanding. Finally, they will write a paragraph about one of the individuals that they studied.

#### SCOPE AND SEQUENCE

- Scope: Ten 90-minute class periods
- Sequence:
  - Learn about an Enlightenment philosopher and his views on human nature and government by reading secondary and primary sources.
  - Select an American individual and learn about his/her ideas and actions taken by reading primary and secondary sources.
  - Prepare for and participate in a Socratic Seminar
  - Write a paragraph about one of the individuals studied.

### Revolutions Essay

#### ESSENTIAL QUESTION

- Why do revolutions occur?
- What strategies and methods are most effective during a revolution?
- What makes a revolution successful?
- How was the French Revolution similar to or different from the Mexican Revolution?

#### ENDURING UNDERSTANDING

- Revolutions occur for many different reasons. The French Revolution was sparked by the vast inequality in society, the poverty of the masses, dissatisfaction with the king and political leadership. The Mexican Revolution was also caused by corrupt leadership and the desire of the people to change an unjust economic system.

- Many strategies and methods are employed by revolutionaries. Many revolutions did involve violent tactics. The French revolutionaries organized marches, stormed

government buildings, developed a list of their grievances, and stated their beliefs in the Declaration of Rights of Man and Citizen. Leader of the Mexican Revolution Francisco Madero also wrote down and distributed political grievances through the Plan of San Luis Potosi, and Mexican revolutionaries engaged in strikes and warfare.

- The question of success is always complex. The French Revolution did lead to the toppling of the French monarchy, but there were vast amounts of human life lost. The French endured a "reign of terror" and ultimately got a new king when Napoleon seized power. However, others can argue that the French Revolution led to increased government accountability and responsibility. The Mexican Revolution led to the resignation of Mexico's corrupt dictator and destroyed the oligarchy that had ruled Mexico formally.

#### **DESCRIPTION**

- This project provides students with an opportunity to study one of the most interesting concepts in the study of history - revolution!
- Students will study two case studies of revolution in order to understand the deeper project essential questions about revolution.
- Students will study the French Revolution and the Mexican Revolution.
- Then, students will write an essay that compares and contrasts the French and Mexican Revolutions and/or answers one of the project essential questions.

#### **SCOPE AND SEQUENCE**

- Ten 90-minute block periods
- Sequence
  - Learn about the French Revolution
  - Study another revolution
  - Write an essay that compares and contrasts the two revolutions and/or answers one of the project essential questions.

### **Industrial Revolution: Story of a Product**

#### **ESSENTIAL QUESTION**

- What is the impact of industrialization?
- Do I recommend \_\_\_ product to my peers based on what I've learned about its effects?

#### **ENDURING UNDERSTANDING**

- Industrial Revolution brought about a pivotal shift in human history, as we began to utilize machine power in order to mass produce items. While industrialization brought about advancements in technology and allowed for mass production of items, new job opportunities, and a greater standard of living for some, there were also adverse on the environment, working conditions, and social structures.

- The effects of industrialization in the past can be compared to the effects of technological advancement today. Through the study of modern products, students can more deeply understand the industrial process and its effects.

#### **DESCRIPTION**

- This project provides students with the opportunity to connect the past and the present.
- After studying the Industrial Revolution in Europe in the 1800s, students will select a modern product of their choice to be their focus for this project.
- Students will conduct research on their product - specifically it's industrial process and its effects (environmental, social, economic, cultural, etc.).
- Then, students will weigh the benefits and the costs of their product in order to determine if they will promote or discourage the product to their peers.
- Then, students will prepare a presentation about their project and present their findings to their peers.

#### **SCOPE AND SEQUENCE**

- Eight 90-minute block periods
- Sequence:
  - Learn about the Industrial Revolution
  - Select a modern product to study for the project
  - Develop a research question with a focus on the effects of the product
  - Research their product with a focus on its effects
  - Determine if they will encourage or discourage their peers to consume the product
  - Create a presentation to deliver to their peers

### **Imperialism Mock Trial**

#### **ESSENTIAL QUESTION**

- What were the effects of imperialism on colonized countries?
- Should imperialists pay reparations to the imperialized country?

#### **ENDURING UNDERSTANDING**

- Imperialism is often cited as being motivated by a desire for "land, labor, and capital." In the 19th century "Age of New Imperialism," many countries in Africa and Asia were conquered by European powers.

- In some cases, European countries used military force in order to gain control, and once power was established, colonial government were set up in order to maintain the new relationship.

- There were many results of imperialism. It's critics cite cultural conflict and political problems as some of its most negative effects. In the worst cases, such as the Belgian

Congo, the Congolese people were killed and enslaved as the country's natural resources were used to profit King Leopold's company.

- The question of reparations is complex. In order to determine if it is the best remedy for years of imperialism and effects, it is necessary to understand the situation in depth.

#### DESCRIPTION

- Through this project, students will study one of two imperialism case studies in depth: Britain and India or Belgium and the Congo, in order to participate in a mock trial. There will be a mock trial for each case study and each trial will have prosecutors, defense attorneys, and witnesses for both sides. The question will be: Should reparations be paid (for the particular case study)?

- In order to prepare, students will learn about imperialism with a focus on its effects.

- Then, students will be assigned a specific case study and role for the mock trial. They will analyze sources in order to prepare a script for the mock trial.

- Students will meet with other members of their team in order to collaborate and prepare for the trial with the goal of winning their case.

- On the day of the mock trial, when one case study is on trial, students participating in the other case study will be jurors.

- At the end, students will reflect upon the process and what they learned.

#### SCOPE AND SEQUENCE

- Eight 90-minute block periods
- Sequence:
  - Learn about Imperialism and background on both case studies
  - After being assigned a case study and role, prepare a script based on historical sources.
  - Work with others to prepare for the trial
  - Participate in the trial and fulfil your role, and be a members of the jury for the other trial.

## Course Materials

### Textbooks

Title	Author	Publisher	Edition	Website	Primary
Modern World History, Patterns of Interaction	McDougal Littell	McDougal Littell	3rd	[ empty ]	Yes

## Additional Information

### Course Author:

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### Comment to UC:

# Biology

Summit Public Schools

Submitted: Jul 31, 2017

Decision: Sep 14, 2017

**APPROVED**

## Basic Course Information

School(s) Offering This Course:

School Name	Course Learning Environment	Transcript Code(s)	
Summit Public Schools - Rainier (054621)	Classroom Based	<b>Abbreviation</b> Biology	<b>Course Code</b> d100
Summit Preparatory High School (053878)	Classroom Based	<b>Abbreviation</b> Biology	<b>Course Code</b> d100
Summit Public Schools - Tahoma (054620)	Classroom Based	<b>Abbreviation</b> Biology	<b>Course Code</b> d100
Everest Public High School (054429)	Classroom Based	<b>Abbreviation</b> Biology	<b>Course Code</b> d100
Summit Public School: Shasta (054815)	Classroom Based	<b>Abbreviation</b> Biology	<b>Course Code</b> d100

**Title:**

Biology

**Length of course:**

Full Year

**Subject area:**

Laboratory Science ("d") / Biology / Life Sciences

**Integrated (Academics / CTE)?**

No

**Grade levels:**

9th

**UC honors designation?**

No

## Course Description

**Course overview:**

The purpose of the course Biology is to develop an understanding of how living things interact with their environment, plus how humans can have both positive and negative impacts on living things around them. Students will learn how organisms respond to their living situation and evolve accordingly. Students will develop social responsibility through exposure to environmental issues. Finally, students will learn about a variety of different scientific advancements related to biology.

Through this course students will develop communication skills through *oral presentation* and designing *multimedia in oral communication*. Students will dive deeply into the inquiry process by designing and conducting scientific investigations. More specifically, students will develop the skill of *asking questions* and *hypothesizing*, then *creating procedures* and *interpreting data*. Finally, students will *draw conclusions* based on these results. An additional layer of this work throughout the entirety of the course is to justify their claims with *evidence* in order to draw their conclusions and make claims.

**Prerequisites:**

Algebra (Required)

**Co-requisites:**

None

**Course content:**

***The shaded background of the following field indicates this course was approved by UC for the 2014-15 school year or earlier. Please refer to the current "a-g" course criteria and guidelines when completing your course submission form.***

**Evolutionary Story of a Living Thing**

- **Essential question(s):** HOW and WHY do living things change over time? How do we know living things change over time? What is the evidence that living things change over time?
- **Enduring Understanding(s):** All organisms gradually evolve over time to better adapt to the environment they live in through the process of natural selection. Over the course of Earth's 4.6 billion year history, our planet's environments have changed and so have the organisms that live on Earth. This means every organism living today is related to ancient ancestors that lived thousands to millions of years ago. Scientists know this because there is evolutionary evidence of commonalities between modern day and ancient organisms. These commonalities allow us to understand what caused organisms to change over time as well as how they changed.
- **Description:** Have you ever wondered what humans looked like millions of years ago? Or if we even existed at all? Or what about birds or whales - do you think they looked the same a thousand years ago? What about 10,000 years ago? Every organism living today has a unique evolutionary history. It is the job of an Evolutionary Biologist to reveal the story behind the organisms we see living on our planet today to understand how they have evolved over time and why. During this project, you will take on the role of an Evolutionary Biologist to tell the story of how one organism has changed over time to become the living organism we know today. Your story will include a detailed description of the historical events that have caused your organism to change over time starting with the most ancient ancestor of your living thing that lived millions of years ago. After discovering the evolutionary evidence of your organism's evolutionary story, you will synthesize this evidence to tell a complete story of how your organism has changed over time. Alongside your written story, you will create a visual timeline to illustrate the evolutionary events of your organism. Your visual timeline will illustrate the physical structure and environment of ancient ancestors that lived millions of years ago to the physical structure and environment of your modern day living thing. Your final product will consist of an oral presentation to your peers where you will present your evolutionary story to narrate the creative visual timeline you have made.

During this 5 week project (10 90-min blocks), students will:

- **Collect** evidence
- **Explain** their evidence
- **Illustrate** the evolution of an organism
- **Build** a visual representation
- **Present** their findings

**Ethics of E-Waste**

- **Essential question(s):**

How does human activity impact our environment? How can humans reverse the damage they do to the environment?

- **Enduring Understanding(s):**

Your electronics (cell phones, computers, TVs) contain chemicals such as zinc, copper, lead, and mercury, which are toxic to humans and damage our environment. Some living things can be used to remove these toxins from our environment. As an electronics owner, you have a responsibility to find ways to reduce the negative impact of your electronics on your health and the environment.

- **Description:**

Excited for the newest iPhone? What about the Apple iWatch? Don't you wish you had that new gaming system? Already tired of your Galaxy phone? Before you run off to the store to buy the latest and greatest smart phone, you should pause and take a moment to think about where your electronic is coming from and what you are going to do with your old stuff. 140 million cell phones get thrown out worldwide each year, and those phones contain hundreds of chemicals that are toxic to humans and damage our environment.

For this project, you will work as a team of researchers at the Silicon Valley Environmental Protection Agency (EPA). Executives from Apple & Google have come to you for research and a plan to clean up the toxins from the millions of old cell phones, computers, and TVs that have been dumped in landfills of Daly City, Redwood City, and San Jose. In order to prepare effectively for this role, you will be collecting background research on E-waste and have a discussion with your colleagues about who you think is responsible and what you think the highest leverage solutions might be.

During the Socratic Seminar on E-waste you will:

- Complete Socratic Seminar preparation graphic organizer using readings and videos
- Participate in Socratic Seminar by asking questions and responding to questions using evidence from readings and videos

This project will also prepare you to dig in to the Bioremediation project where you will be designing an experiment, growing Brassica plants in toxins, and measuring the ability of your plants to clean the environment.

#### Scope and Sequence

- In this three week project (six 90 minute blocks) project, students will:
  - **Research** relevant information
  - **Connect** evidence to their claims
  - **Discuss** the topic with peers
  - **Suggest** solutions to the problem of e-waste

#### Bioremediation

**Essential question(s):** How are living things able to clean up the toxins from human activity? How can humans reverse the damage they do to the environment?

**Enduring Understanding(s):** Your electronics like cell phones, computers, & TVs contain chemicals such as zinc, copper, lead, & mercury which are toxic to humans and damage our environment. The usage and disposal of electronics with toxins like these impact our environment. This human activity and use of resources impacts natural systems and human health. Fast plants can be used to remove these toxins from our environment, which is an example of bioremediation.

**Description:** Excited for the newest iPhone? What about the Apple iWatch? Don't you wish you had that new gaming system? Already tired of your Galaxy phone? Before you run off to the store to buy the latest and greatest smart phone, you should pause and take a moment to think about where your electronic is coming from and what you are going to do with your old stuff. 140 million cell phones get thrown out worldwide each year and those phones contain hundreds of chemicals that are toxic to humans and damage our environment.

For this project, you will work as a team of researchers at the Silicon Valley Environmental Protection Agency (EPA). Executives from Apple & Google have come to you for research and a plan to clean up the toxins from the millions of old cell phones, computers, & TVs that have been dumped in landfills of Daly City, Redwood City, and San Jose. In order to develop a clean-up plan you will first need to design and conduct an experiment using Fast Plants to remove e-waste toxins from the landfills.

Proficient Part 1: Design & Conduct Experiment will mean that you:

- Research & write a research question & hypothesis for experiment
- Conduct experiment over several weeks
- Organize data from experiment in a data table

Proficient Part 2:

- Analyze patterns in data from experiment
- Write a conclusion based on the evidence from the experiment
- Make recommendations to Apple & Google about the best way to clean up e-waste in the landfills

The two parts of the project will continue to develop your abilities to design & collect data in an experiment, organize & analyze your data, and write conclusions & recommendations based on evidence. These skills are needed for success as developing as a scientist in biology.

#### Scope and Sequence

This project consists of roughly 11 weeks of project time (~22 total 90-minute classes). However, after plants have been planted the project takes a partial break while students collect data and work on the Scientific Discoveries project. This Project Overview will cover the project calendar with Scientific Discoveries in mind. During this project, students will:

- **Research** background information for a problem
- Develop a research question and hypothesis
- Plan an experiment
- Collect and Interpret data
- Draw conclusions from their experiment
- Consider new questions that build from their experiment



## Scientific Discoveries

- **Essential question(s):**

How does a scientific discovery or event impact different types of living things and/or environments? How do you decide if a scientific discovery is trustworthy and supported by good evidence?

- **Enduring Understanding(s):**

Scientists constantly discover new and exciting things that impact our lives. It is our responsibility as informed citizens to be aware of the history of science and of recent scientific discoveries that impact our communities.

- **Description:**

Do you eat bananas? Do you know someone who has cancer? Do you know about designer babies? Does your family spend too much money on gasoline? Do you know someone who is blind? Do you know someone who needs an organ transplant? Cancer immunity in naked mole rats, growing gasoline using bacteria, bionic eyes, and bioengineered blood vessels are just a few of the exciting discoveries that are happening all of the time in science.

For this project you will play the role of a TV reporter researching and presenting about either a recent or historical discovery in science. As a TV reporter you must communicate important facts about the discovery in a way that is engaging and appeals to your audience. You will also critique and challenge the evidence and arguments of the discovery in order to contribute to the body of scientific knowledge.

Proficient Part 1: Researching & Evaluating Scientific Article

- Choose an article about a discovery in science that is appropriately challenging
- Evaluate the evidence and analysis supporting the discovery

Proficient Part 2: Selecting Relevant Sources

- Analyze how trustworthy your article is

Proficient Part 3: Preparing for your Presentation

- Create a Google Presentation for your discovery
- Include pictures and multimedia to engage your audience

Proficient Part 4: Presenting to your Class and Providing Feedback

- Deliver your presentation with effective eye contact, volume, and body language
- Provide positive and constructive feedback to your peers during their presentations

The four parts of the project will continue to develop your abilities to evaluate resources that you researched, critique evidence and arguments, create a presentation that engages your audience, and speak effectively in front of groups. These skills are needed for succeeding as a scientist in biology.

Scope and Sequence

This project happens DURING the Bioremediation project while students are collecting plant data.

- Student presentations can happen simultaneously during the last weeks of the Bioremediation project
  - During the last weeks of the Bioremediation project, class can begin with a couple student presentations
  - This can substitute for the "Do Now" or Warm-up
  - Student presentations can therefore happen over a 2 week period where 3-4 students present per day. Students can present in front of the whole class.
- This project consists of five to six 90 minute classes (about 3 weeks) for student work time and the potential to either complete all presentations in 1-2 classes or as outlined above.
- Students will be:
  - **Researching** a discovery related to biology.
  - **Assessing** the validity of their sources.
  - **Designing** presentations about their discovery
  - **Presenting** their learning to peers

## DNA Barcoding

- **Essential question(s):**

How can I use DNA Barcoding to determine if a store and/or restaurant in my community is telling the truth about the seafood they sell?

- **Enduring Understanding(s):**

All organisms have DNA. This DNA includes a specific gene called the CO1 gene (or the rbcL gene in plants) that can be "barcoded." Barcoding DNA essentially means to read the genetic material. The CO1 gene in animals and the rbcL gene in plants are specific to each living organism that exists! We can identify any living species through the use of DNA barcoding.

- **Description:**

Scientists estimate that there are 11 million species on our planet and only 1.9 million have been discovered (2009). Some scientists estimate that there are as many as 50-100 million species on our planet. New species are being discovered every day!

Have you ever wondered if the fresh food in your local grocery store is really the species it is labeled to be? Have you ever wondered what species diversity you have in your own community? Can you imagine the implications of a food industry that is mis-labeling food for their own financial benefit? With one two-day lab, we are able to extract DNA from any living species and identify its scientific name (or discover an entirely new species!).

Although there are many essential questions that you can answer while using the DNA Barcoding technique, we will narrow our focus in this project to focus on just 2 concepts: Sustainable Seafood and Seafood Fraud.

In this project you will take on the role of a sustainable seafood scientist in order to reveal the hidden truth behind the seafood products sold in local stores and restaurants. While working with a team, you will identify one or more stores or restaurants in your community in order to determine if they tell the truth about the seafood that they sell.

To accomplish this task, you will first become a seafood expert while utilizing Monterey Bay Aquarium's Seafood Watch program as a main resource. Then, while following your team's agreed upon research design plan, you will venture out to the stores and/or restaurants in your community that you identified as your focal point in your research to collect seafood samples. These samples will then be brought back to class where they will be used as a source of DNA during the 2-day DNA Barcoding Lab. First, we will extract the DNA, then we will amplify it to prepare our seafood samples to be sequenced. Once sequenced by a company called GENEWIZ, we can then review our results to identify the exact species that our seafood samples really were. During this final step, some may find that their store and/or restaurant was indeed lying about the species of seafood that they were selling! The conclusion can then be made that there is seafood fraud happening in your community and you've identified an untrustworthy location to buy seafood from. If these are your findings, make sure to warn others to be aware of what they buy and eat!

During this project your final product will be a complete scientific lab report that is geared toward educating the scientific community about your findings.

This project is directly building on your understanding of content and skills. In terms of content, you will extend your learning about all cells and living things. Additionally, you will have opportunities to improve your cognitive skill development on the writing of a formal scientific lab report, like you did when you worked on Bioremediation.

**Scope and Sequence:**

During this 8 week project students will:

- **Research** background information for a problem
- Develop a research question and hypothesis
- Plan an experiment
- Collect and Interpret data
- Draw conclusions from their experiment
- Consider new questions that build from their experiment

## Course Materials

No course materials have been added to this course.

## Additional Information

**Course Author:**

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**Comment to UC:**

# Spanish 1

Summit Public Schools

Submitted: Jul 31, 2017

Decision: Sep 6, 2017

**APPROVED**

## Basic Course Information

School(s) Offering This Course:

School Name	Course Learning Environment	Transcript Code(s)	
		Abbreviation	Course Code
Summit Public Schools - Rainier (054621)	Classroom Based	Spanish 1	e100
Summit Preparatory High School (053878)	Classroom Based	Spanish 1	e100
Summit Public Schools - Tahoma (054620)	Classroom Based	Spanish 1	e100
Everest Public High School (054429)	Classroom Based	Spanish 1	e100
Summit Public School: Shasta (054815)	Classroom Based	Spanish 1	e100

**Title:**

Spanish 1

**Length of course:**

Full Year

**Subject area:**

Language Other than English ("e") / LOTE Level 1 Spanish

**Integrated (Academics / CTE)?**

No

**Grade levels:**

9th

**UC honors designation?**

No

## Course Description

**Course overview:**

Spanish 1 is a year-long course designed for high school students that have little to no prior experience with the Spanish language. The purpose of this course is to familiarize students with basic vocabulary in Spanish, basic structures of the Spanish language, and various cultural characteristics of the Spanish-speaking world.

The curriculum consists of 6 projects, each centered around a specific theme. The activities within these projects are designed to encourage a balanced, continuous practice of reading, writing, speaking, and listening skills in the target language. The culminating assessments within each project focus on the 3 modes of communication (interpretive, interpersonal, and presentational) and ask students to use the language in meaningful, real-world scenarios.

In all 6 projects students will practice their reading, writing, speaking, and listening skills in Spanish through practice activities centered around the theme of the project. Within these activities, students may be asked to read a passage and answer questions about it, watch a short video and answer questions about it, describe someone or something in writing, and/or exchange general information with someone verbally or in writing.

Additionally, each project includes 3 assessments (a reading/listening assessment, a writing task, and a speaking task) that focus on the 3 modes of communication (interpretive, interpersonal, and presentational). The reading/listening assessment asks students to demonstrate their understanding of a text/audio/video by answering questions targeted to assess their literal and interpretive comprehension. Depending on the project, the writing task will either ask students to describe someone/something or exchange information with someone by responding to an email, for example. And finally, the speaking task will either ask students to give an oral presentation explaining someone/something or exchange information with someone through an impromptu conversation.

By the end of this course, students will be able to understand the main idea of short and simple texts/audio clips/videos in Spanish, exchange or present information on familiar topics in Spanish, and write short descriptions related to familiar topics in Spanish.

This course is aligned to the World Readiness Standards for Learning Languages (<https://www.actfl.org/sites/default/files/publications/standards/World-ReadinessStandardsforLearningLanguages.pdf>). Most of the standards manifest within the projects themselves, but the "Language Comparisons" standard is covered in the course's associated focus areas.

#### Prerequisites:

None

#### Co-requisites:

None

#### Course content:

*The shaded background of the following field indicates this course was approved by UC for the 2014-15 school year or earlier. Please refer to the current "a-g" course criteria and guidelines when completing your course submission form.*

#### ¡Hola!

**Essential Questions:** Why is it important to try to speak a little bit of the language of a country you are traveling to? What are the basic phrases/questions you should know in Spanish to be able to get around? Why is it important to know the difference between 'tú' and 'usted'?

**Enduring Understandings:** It's important to try to speak a little bit of the language of a country you are traveling to in order to show that you are interested in and care about their culture.

In Spanish, there is formal and an informal way to address someone, and it's necessary to know both in order to be respectful when meeting someone new.

Have you ever traveled to another country where you didn't speak the language? If you have, you know how challenging it can be to get around or even handle the simplest task when you are not able to communicate with the people around you. People can sometimes become impatient (rightfully so) when you are abroad and don't speak their language. You might be surprised what positive interactions can happen even when you try to speak a little bit of their language.

**Description:** When you can speak a little bit of another language, it can make simple tasks like finding the right train or asking how much something costs much easier, and it also shows that you care about and are interested in the foreign country's culture and people. Imagine that you are about to travel to a Spanish-speaking country. What phrases/questions will you need to know in Spanish to get around? In this project you will learn just that! You will learn and practice how to greet, introduce yourself, ask about others, and say good-bye through several small activities culminating in a final, group video you will make with other classmates demonstrating these skills. ¡Buena suerte!

In this 4-week project (consisting of 2 ~90 minute blocks or 4 ~45 minute periods per week), students will...

- read conversations and watch videos of people exchanging basic information in Spanish
- complete a listening assessment
- practice responding to and requesting basic information in writing
- practice exchanging basic information verbally with classmates
- draft a script with several classmates
- memorize their lines and prepare to record their skit
- submit the final draft of their script and record their skit

#### Scope and Sequence:

#### Día de los muertos

**Essential Questions:** Why should we study other cultures' traditions and what does it teach us about our own traditions? How do other cultures view and honor death?

**Enduring Understandings:** All cultures and traditions have their own ways of viewing and honoring death.

**Understandings:** Learning about other cultures helps us understand our own culture.

**Description:** A funeral is the typical way that people here in the United States mourn/celebrate the life of a loved one. It is often a very sad event, filled with people crying and consoling each other. In years following the death of a loved one, friends and family members might occasionally visit the grave and leave flowers. These customs, however, can vary greatly across the world. Día de los Muertos (the Day of the Dead), a Mexican celebration, is a day to celebrate, remember, and prepare special foods in honor of those who have departed. On this day in Mexico, the streets near the cemeteries are filled with decorations of papel picado, flowers, candy calaveras (skeletons and skulls), altars, and parades. It is believed that the spirits of the dead visit their families on October 31 and leave on November 2. Though it deals with the theme of death, Día de los Muertos is not a sad time, but rather a time of celebration and honoring loved ones. In this project, you will have the opportunity to learn more about this holiday and compare it to our holidays and customs. You will also get to honor either a celebrity/athlete or someone that you have lost by writing about them and building a "nicho" for them!

In this 5-week project (consisting of 2 ~90 minute blocks or 4 ~45 minute periods per week), students will...

**Scope and Sequence:**

- learn about the Day of the Dead holiday and compare it to holidays/traditions in the U.S. in a class discussion
- read texts and listen to audio clips in which various people describe their physical appearance, personalities, and likes/dislikes
- complete a reading assessment
- practice describing themselves and others in writing
- practice exchanging information about physical appearance, personality, and likes/dislikes verbally with classmates
- draft a written description of the person for whom they are creating their "nicho"
- create their "nicho"
- prepare for their pair-share
- submit the final draft of their written description and complete the pair-share activity

**MI familia****Essential Questions:**

How would I describe my family (both individually and as a whole)? How is my family similar and/or different than other families?

**Enduring Understandings:**

Within each family, there can be a lot of variance in terms of what people are like and what they like to do, but there are also usually a few things family members have in common. Likewise, many similarities and differences exist across families, both in structure and character!

**Description:**

Have you ever caught yourself thinking "I bet other families aren't like this." or "No one would understand my family."? Well, here's your chance to test those thoughts and to get a glimpse of what your classmates' families are like!

In this project, you will learn how to describe families and family members in-depth. After reading about and listening to descriptions of other families, you will create a mini photo album of your own family, complete with descriptions of each picture. Then, you will present it to the class!

In this 4-week project (consisting of 2 ~90 minute blocks or 4 ~45 minute periods per week), students will...

**Scope and Sequence:**

- read texts and listen to audio clips about various families and their members in Spanish
- complete a listening assessment
- practice describing their own family and other families in writing
- practice exchanging information about families verbally with classmates
- create a draft of their family photo album
- prepare for their presentation
- submit their final photo album and present their photo album to the class

**En la escuela****Essential Questions:**

What is your school day like? How is the school day different in other Spanish-speaking countries? What do you and your friends and family do on the weekends?

**Enduring Understandings:**

High school experiences can be very different from country to country, whether that means students being required to take different courses, starting and ending at different times, eating at different times, or having different classroom routines. Similarly, what young adults do outside of school on the weekends can vary from country to country, but there are also many similarities.

You probably know your high school very well by now. Have you ever wondered what the high school in the next town over is like? How about in the next state, or in another country? Would it surprise you to know that teenagers in some Spanish-speaking countries have never had a school lunch before because they eat at home instead?

**Description:**

In this project, you will learn how to talk about your school day in Spanish, including when your classes are and what you do in them. You will also learn how to explain what you and your friends in family do in your free time. You will start by reading about/listening to the routines of others and then you will practice talking about your own routines through various writing and speaking activities. Finally, you will be asked to respond to an email from an exchange student that will soon be attending your school and then have a conversation with a classmate to prepare you for the task of showing an exchange student around!

In this 5-week project (consisting of 2 ~90 minute blocks or 4 ~45 minute periods per week), students will...

**Scope and Sequence:**

- read texts and listen to audio clips of people explaining when they have class and what they do in their classes
- complete a listening assessment
- practice explaining when they and other have class and what they do in those classes in writing
- practice exchanging information about classes and class schedules verbally with classmates
- draft an email response to an exchange student
- prepare for their conversation with an exchange student
- submit the final draft of their email response and complete the practice conversation with an exchange student

**MI estilo personal**

**Essential Questions:** What is your personal style? What does your style say about you? Can clothing be a reflection of culture?

**Enduring Understandings:** Everyone has their own preferences when it comes to what they like to wear and what you wear can be an expression of your personality. Some clothing worn today even has a cultural connection and was, for example, originally worn by people from a certain country/region for a specific purpose.

**Description:** Are you someone who throws on the first thing you grab out of your closet in the morning or do you spend hours planning out what you will wear the night before? Do you go shopping with your friends whenever you get a chance or do you prefer that someone else pick out clothes for you? Wherever you are on this spectrum, you surely have some preferences in terms of what you like to wear on a daily basis and have formed some opinions about what other people wear. By the end of this project, you will be able to describe your own style as well as comment on the styles of others. You will also learn about the other things that clothing can communicate, like personality or culture!

At the beginning of the project you will read and listen to conversations between people about their clothing preferences, read about others' personal style, and listen as someone describes various outfits in store windows. After completing a reading assessment, you will write your own style blog and go window-shopping with a classmate!

In this 5-week project (consisting of 2 ~90 minute blocks or 4 ~45 minute periods per week), students will...

- read texts and watch videos related to clothes and shopping
- complete a reading assessment
- practice describing their own clothing and style as well as that of others in writing
- practice exchanging information about clothing and style verbally with their classmates
- draft their personal style blog entry
- prepare for their shopping trip simulation
- submit the final draft of their personal style blog and complete the shopping trip simulation

**Scope and Sequence:****Un viaje inolvidable**

**Essential Questions:** What other countries in the world are Spanish-speaking? What are the unique characteristics and cultural elements of these countries that make people want to visit? What else does someone need to know before planning a trip to one of these countries?

**Enduring Understandings:** Besides the United States, there are lots of other Spanish-speaking countries on many different continents! Each one of these countries has their own unique food, music, dance, and customs, which makes people eager to visit! Because these countries are located all over the world, it's important to think about the weather and what to pack before planning your trip!

Have you ever wondered where else besides the United States you could use your Spanish someday? By the end of this project, you will have lots of ideas for future vacations because you will research a Spanish-speaking country of your choosing and also learn about other Spanish-speaking countries from your classmates!

**Description:**

After practicing your vocabulary and reading and listening skills, you will watch promotional videos from different Spanish-speaking countries and show what you understand! Then, after practicing your writing skills, you will research a Spanish-speaking country of your choosing and write out all the important information about it in Spanish. Finally, after practicing your speaking skills, you create a promotional video for your country encouraging people to come visit!

In this 5-week project (consisting of 2 ~90 minute blocks or 4 ~45 minute periods per week), students will...

- read texts, listen to audio clips, and watch videos related to food, weather, and travel
- complete a listening assessment
- practice describing other Spanish-speaking countries and the plans of others in writing
- practice exchanging information about their plans, the plans of others and the weather verbally with classmates
- draft a description of another Spanish-speaking country
- prepare for the creation of their promotional video
- submit the final draft of their written country description and their promotional video

**Scope and Sequence:****Course Materials**

## Textbooks

Title	Author	Publisher	Edition	Website	Primary
Realidades, Level 1	Peggy Palo Boyles	Pearson Prentice Hall	1st	[ empty ]	Yes

## Additional Information

**Course Author:**

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**Comment to UC:**

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# COGNITIVE SKILLS

Interdisciplinary, higher-order thinking skills

“ Students need to do more than retain or apply information; they have to process and manipulate it, assemble and reassemble it, examine it, question it, look for patterns in it, organize it, and present it. They need intentional patterns of thinking to draw on as they complete work after high school.”

— DAVID CONLEY, EDUCATION POLICY IMPROVEMENT CENTER

“ Educational success is no longer about reproducing content knowledge, but about extrapolating from what we know and applying that knowledge to novel situations. Education today is much more about ways of thinking which involve creative and critical approaches to problem-solving and decision-making. It is also about ways of working, including communication and collaboration...”

— ANDREAS SCHLIECHER, OECD EDUCATION DIRECTORATE





Upon graduation, students will



achieve level 6 or higher on every skill on the Cognitive Skills rubric.

## What are Cognitive Skills?

Cognitive Skills are interdisciplinary competencies that require higher-order thinking.<sup>1</sup> David Conley of the Education Policy Improvement Center (EPIC) calls these skills “cognitive strategies” and defines them as “ways of thinking necessary for college work.”<sup>2</sup> The Center for Curriculum Redesign (CCR) suggests that these skills are “how we use what we know” and involve the four Cs: Creativity, Critical Thinking, Communication, and Collaboration (Fadel, Trilling & Bialik, 2015). Educational researcher David Perkins (2014) describes 21<sup>st</sup> century skills and dispositions as those that cultivate “critical and creative thinking, collaborative skills and dispositions, leadership, entrepreneurship, and related skills and dispositions that speak strongly to living and thriving in our era.” **While the terminology differs across frameworks, there is universal agreement across the research community on the importance of students developing Cognitive Skills.**

## What is the research behind the development of Cognitive Skills?

Summit’s focus on Cognitive Skills is supported by the most prominent national and international frameworks that have been published over the past ten years describing the competencies required for college and career readiness. Both the Common Core State Standards (CCSS) as well as the Next Generation Science Standards (NGSS) emphasize the teaching and learning of Cognitive Skills. Both sets of standards were developed as a result of extensive research on the skills students need to be successful in college and careers (CCSS, 2010; NGSS, 2013). Well-respected competency frameworks from EPIC, P21, and CCR all prioritize the development of academic skills in addition to the acquisition of content knowledge.<sup>3</sup>

Evidence from cognitive science further supports an emphasis on the development of higher-order thinking skills. A hallmark of deep understanding is transfer, the ability to take an idea learned in one context and apply it to another. Researchers have found that educational experiences that require students to take an active role in their own learning and that emphasize communication and metacognition enable the process of transfer (De Corte, 2003). Summit’s approach to cognitive skill development across grade levels and subject matter rests on the primacy of transfer to promote enduring learning.

1. The term “Cognitive Skills” comes from an influential report published by the National Research Council in 2012 entitled *Education for Life and Work: Developing Transferable Knowledge for the 21<sup>st</sup> Century*. The report acknowledges that domains of learning are interrelated and that Cognitive Skills are required in multiple domains.

2. Each of the leading frameworks differ slightly in the terminology they employ. See: Conley, D. (2012); Partnership for 21<sup>st</sup> Century Skills. (2016).

3. Researchers at Next Generation Learning Challenges have analyzed the nation’s most prominent curriculum frameworks. A crosswalk of the frameworks demonstrates the near alignment of experts on the importance of teaching Cognitive Skills. See: Lash, D, Belfiore, G. & Calkins, A. (2017).

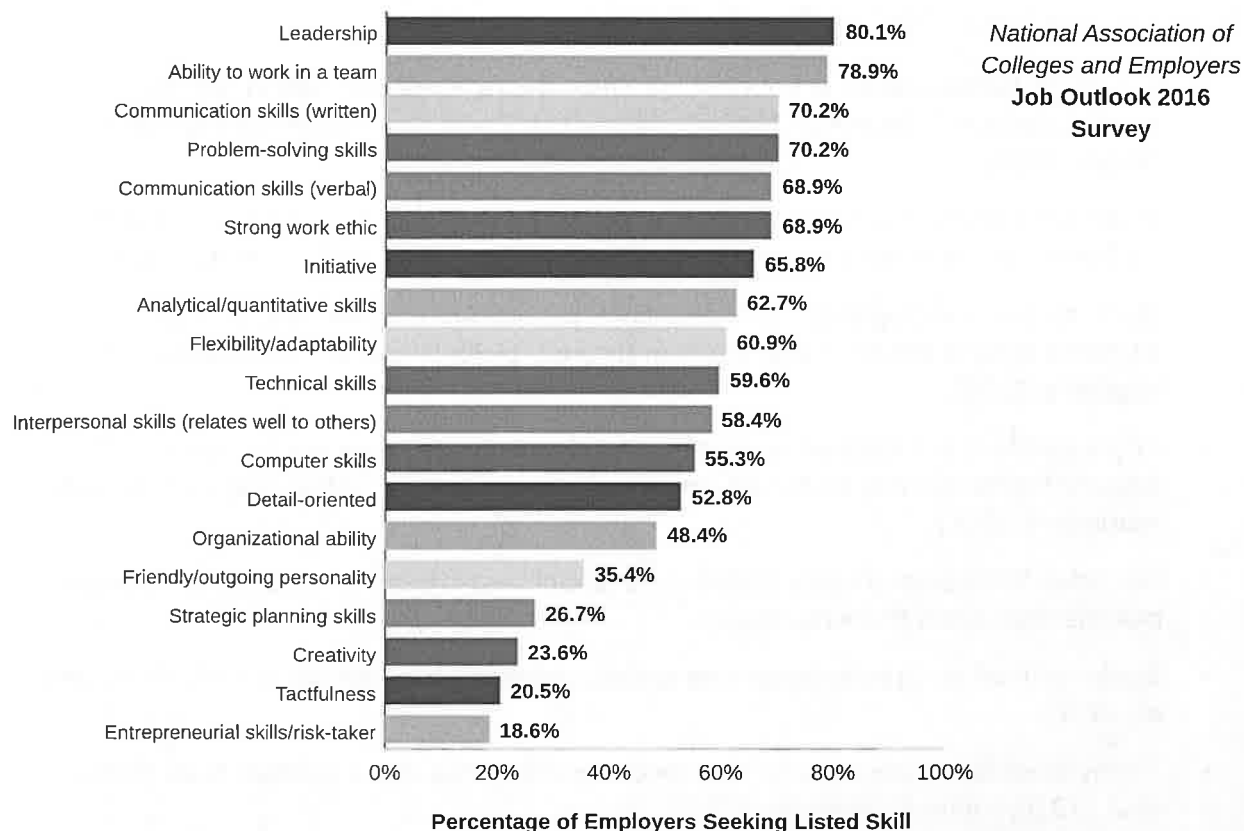


It is important to note that the discussion of Cognitive Skills here reflects higher-order thinking skills on one end of a developmental continuum. Recent evidence in learning science suggests that the development of cognitive readiness is a pathway analogous to the development of other complex skills. Cognitive skill development, like other skills, has a “readiness pathway” beneath it that can be built, no matter what a student’s starting point (Osher, Cantor, Berg, Steyer & Rose, In Preparation 2017a, 2017b).

Additionally, a focus on cognitively rich curricula for all students actively combats what Martin Haberman (1991) calls “a pedagogy of poverty.” Rigorous thinking and authentic performance within supportive, feedback-rich environments must be accessible to all students if we are to combat systemic inequities and deliver on the promise of public education.

Finally, Summit’s emphasis on Cognitive Skills is based on our careful analysis of what skills employers value in future employees. Consider a 2016 national survey of the ten skills employers most want from college graduates, below. Skills such as teamwork, communication, and collaboration all top the list (NACE, 2016). Similar lists have been created by the Organisation for Economic Co-operation and Development Education (OECD, 2016) and the Partnership for 21<sup>st</sup> Century Skills (P21, 2016) based on an analysis of national and international economic and workforce demands.

### ATTRIBUTES EMPLOYERS SEEK ON NEW COLLEGE GRADUATES’ RESUMES



# What are Summit's evidence-based principles and educator design choices related to Cognitive Skills?

“Today’s high-performance workplace calls for the same kind of person that Horace Mann and John Dewey sought: someone able to analyze a situation, make reasoned judgments, communicate well, engage with others to reason through differences of opinion, and intelligently employ the complex tools and technologies that can liberate or enslave, according to use. What is more, the new workplace calls for people who can learn new skills and knowledge as conditions change—lifelong learners, in short.”

— LAUREN RESNICK, *GETTING TO WORK: THOUGHTS ON THE EDUCATION AND FORM OF SCHOOL-TO-WORK TRANSITION*

## EVIDENCE-BASED PRINCIPLES

- In order to be successful in both college and careers, students need to master a set of Cognitive Skills (NRC, 2012; Conley, 2012; Fadel et al., 2015; CCSS, 2010; NGSS, 2013).
- In the 21<sup>st</sup> century, proficiency in skills at the end of high school is more valuable than proficiency in the content of any given subject matter (NRC, 2012; Perkins, 2014).
- Students develop Cognitive Skills over time; the skills must be accessed within each student’s zone of proximal development (Bruner, 1960; Wood, Bruner & Ross, 1976; Vygotsky, 1978).
- Cognitive Skills are learned best through strategies that require deeper learning. The deepest learning is inquiry-based, authentic, and active (AIR, 2014; Barron & Darling-Hammond, 2008).
- Cognitive Skills extend beyond traditional disciplines; the same skill can be applied in multiple disciplines (Perkins, 2014).
- Students need multiple opportunities to deliberately practice the same skills (Schwartz et al., 2016).
- Timely feedback is essential for the development of students’ Cognitive Skills (Schwartz et al., 2016; Hattie & Timperley, 2007).



## EDUCATOR DESIGN CHOICES

### Cognitive Skills Rubric

To put our principles into practice, we have made a design choice to create a single, research-based Cognitive Skills Rubric based on feedback from hundreds of educators, and validated by the Stanford Center for Assessment, Learning, and Equity (**SCALE**). At Summit, students develop Cognitive Skills in every subject and in every grade level.

**In the rubric, 36 cognitive skills fall into the following seven domains:**

1. Textual Analysis
2. Using Sources
3. Inquiry
4. Analysis & Synthesis
5. Composing/Writing
6. Speaking & Listening
7. Products & Presentations

### Competency-Based Progression

For each Cognitive Skill, students must score a 6 on a 0–8 point scale to demonstrate college and career readiness. Students progress along a continuum demonstrating competency in a skill as appropriate for their level of development and growth. **We prioritize the development of Cognitive Skills; a student’s score on the Cognitive Skills Rubric contributes more to a student’s grade than does any other outcome measure.**

### Project-Based Learning

Students refine and improve their Cognitive Skills through project-based learning (PBL). We have adopted the **Buck Institute for Education’s** definition of project-based learning as “a teaching method in which students gain knowledge and skills by working for an extended period of time to investigate and respond to an authentic, engaging, and complex question, problem, or challenge” (2017). Related definitions of *deeper learning*, *inquiry-based learning*, and *student-centered learning* have all informed our work.<sup>4</sup>

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4. Our approach to project-based learning has been influenced by the Buck Institute for Education, by the Hewlett Foundation’s emphasis on deeper learning, by the Nellie Mae Foundation’s research on student-centered learning, and by the Expeditionary Learning network EL Education.



Summit educators have built out, field-tested, and refined a library of projects in grades 6–12. Students work on projects during project-based learning, where they apply the content they have learned to real-world situations to develop these essential and transferable lifelong skills. Multiple Cognitive Skills are embedded in each project. Most projects culminate in a performance-based assessment such as an essay, lab report, or presentation.

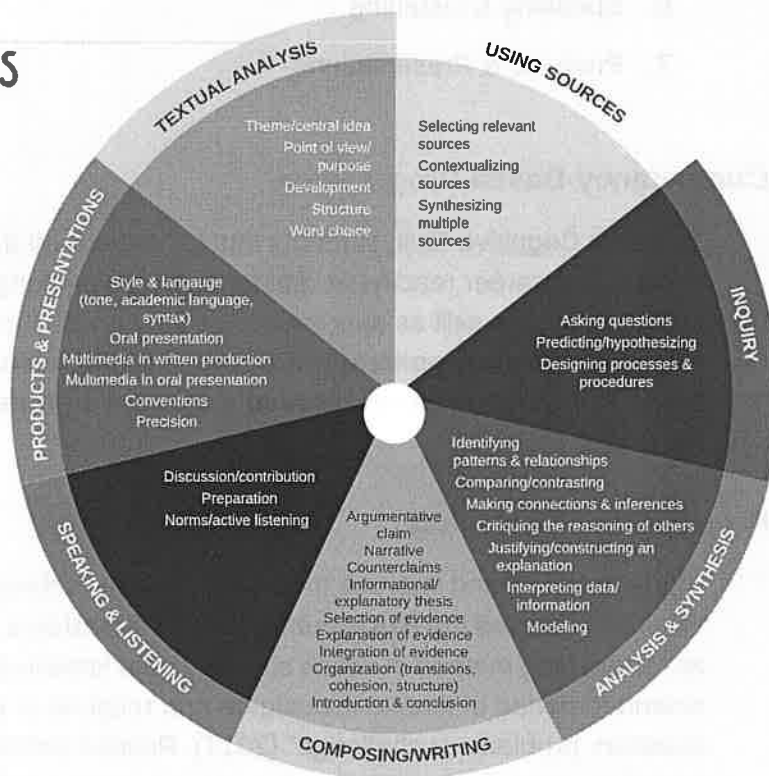
To ensure that project-based learning meets the highest levels of rigor and quality, all of our projects are evaluated on our **Project Quality Rubric**, which is based on SCALE's task quality rubric and is aligned to the Buck Institute's **Project Design Rubric**.

## SUMMIT LEARNING

# COGNITIVE SKILLS FOR COLLEGE AND CAREER READINESS

*The Summit Learning Cognitive Skills Rubric is an assessment and instruction tool that outlines the continuum of 36 interdisciplinary, higher-order thinking skills (pictured here) that are necessary for college and career readiness.*

*Developed in collaboration with the Stanford Center for Assessment, Learning & Equity, May, 2017.*



## What lessons have we learned about the development of Cognitive Skills?

We have learned that teachers are excited to teach Cognitive Skills but that they require significant support and development to do so. Most teacher preparation programs still prepare new teachers to focus predominantly on the teaching of Content Knowledge. Math and science teachers, for example, do not receive extensive training in the teaching of writing or other literacy strategies. We have learned that helping teachers gain the skills, self-confidence, and mindsets required to teach Cognitive Skills alongside Content Knowledge requires sustained investment and support. Similarly, school leaders need support and coaching to help teachers develop their practice.

We have learned that the teaching of mathematics can be substantively different from the teaching of other subjects. Our approach recognizes the centrality of conceptual understanding, as well as the fact that neither content-based focus areas nor skills-based projects are sufficient for developing students' understanding.

In the 2016–2017 school year, we introduced an approach that adds “concept units” into math courses. Such units involve students solving a carefully sequenced series of inquiry-based math problems, aimed at fostering conceptual understanding.

We have learned that some subjects naturally emphasize some skills more than others. We have developed “beacon skills” as sets of skills that are most prevalent in particular disciplines. For example, Theme and Point of View are beacon skills in English Language Arts courses, while Modeling is a beacon skill in math.

## What open questions continue to inform the development of Cognitive Skills?

- How do we continuously refine and improve our understanding of the Cognitive Skills students need most?
- How do we help teachers broaden their focus from the teaching of Content Knowledge to the teaching of Cognitive Skills?
- How do we support teachers in contextualizing Cognitive Skills to their disciplines and projects without adding unnecessary complexity to our assessment system?
- To what extent does a particular level of achievement on a Cognitive Skill in one discipline transfer to the same level of achievement in another discipline?
- How do we most effectively calibrate on Cognitive Skill scoring?

# Cognitive Skills at a Glance

EVIDENCE-BASED PRINCIPLE	RESEARCH BASE	EDUCATOR DESIGN CHOICES
In order to be successful in both college and careers, students must master a set of Cognitive Skills.	CCSS (2010) NRC (2012) Conley (2012) NGSS (2013) Fadel et al. (2015)	In partnership with the Stanford Center for Assessment, Learning, and Equity (SCALE), we have co-developed a single Cognitive Skills Rubric outlining 36 Cognitive Skills necessary for college and career readiness.  SCALE designed the progression in each Cognitive Skill so that a 6 (on a 0–8 point scale) on the rubric corresponds with a measure of college-readiness for each skill. Students must score a 6 to demonstrate college readiness.
In the 21 <sup>st</sup> century, proficiency in Cognitive Skills at the end of high school is more valuable than proficiency in the content of any given subject matter.	NRC (2012) OECD (2016) Perkins (2014) Fadel et al. (2015)	Summit's grading policy prioritizes the importance of Cognitive Skills over other student outcomes.
Students develop Cognitive Skills over time; the skills must be accessed within each student's zone of proximal development.	Bruner (1960) Wood, Bruner & Ross (1976) Vygotsky (1978)	Students encounter the same skills in all grade levels (6–12) and in all subjects.  Student progress along a continuum from Levels 0–8 on the Cognitive Skills Rubric, demonstrating competency in a skill as appropriate for their level of development and growth.
Cognitive Skills are learned best through strategies that require deeper learning. The deepest learning is inquiry-based, authentic, and hands-on.	Barron & Darling-Hammond (2008) AIR (2014) Perkins (2014) Fadel et al. (2015)	Cognitive Skills are taught through projects. For every discipline, Summit teachers have developed projects that require multiple Cognitive Skills.  Projects are oriented around essential questions.  Projects are based on topics that are of high interest to students.





EVIDENCE-BASED PRINCIPLE	RESEARCH BASE	EDUCATOR DESIGN CHOICES
Cognitive Skills are interdisciplinary and are learned more deeply when students can practice them in multiple contexts across disciplines.	EPIC (2012) Perkins (2014) Fadel et al. (2015)	The same Cognitive Skills are assessed multiple times per year across different disciplines.  Many of Summit's projects are interdisciplinary.
Students have multiple opportunities to deliberately practice the same skills.	Schwartz et al. (2016)	In Summit's base curriculum, students are exposed to, and held accountable for, each of the Cognitive Skills multiple times per year.
Timely feedback is essential for the development of students' Cognitive Skills.	Hattie & Timperley (2007)  Schwartz et al. (2016)	All projects are built with a series of checkpoints, or opportunities for formative assessment feedback. Students have multiple structured opportunities for feedback from teachers, peers, and self.

## References for Further Learning

- Grant Wiggins: *Educative Assessment: Designing Assessments to Inform and Improve Student Performance* (1998)
- David Conley: *A Complete Definition of College and Career Readiness* (2012)
- David Perkins: *FutureWise: Educating Our Children for a Changing World* (2014)
- Charles Fadel, Maya Bialik, & Bernie Trilling: *Four Dimensional Education: The Competencies Learners Need to Succeed* (2015)



# CONTENT KNOWLEDGE

Rigorous content across all academic subjects

““ The very processes that teachers most care about — critical thinking processes such as reasoning and problem-solving — are intimately intertwined with actual knowledge that is stored in long-term memory.”

— DANIEL WILLINGHAM, *WHY DON'T STUDENTS LIKE SCHOOL?*

““ Knowledge infuses all learning. Prior knowledge enables people to make sense of new information and “post” knowledge enables people to imagine and achieve goals they previously could not.”

— DANIEL SCHWARTZ ET AL., *THE ABCS OF HOW WE LEARN*



Upon  
graduation,  
students will



**pass all power  
focus areas.**

# What is Content Knowledge?

In order to put Cognitive Skills to work, our students must develop a broad knowledge base. Students must understand academic subjects more deeply than a web search can provide.

A foundational component of Summit Learning is that students demonstrate competency on standards-aligned Content Knowledge across all core subject areas. Content Knowledge includes a set of vocabulary, ideas, events, concepts, properties, and details related to a given academic discipline.

## What is the research base behind Content Knowledge?

There is substantial evidence in learning science that Content Knowledge supports and enables critical thinking (Willingham, 2009; Schwartz et al., 2016). The acquisition of basic familiarity with the language, details, procedures or terms of a given discipline, and the retention of that knowledge in long-term memory, aid the fluency and expertise with which individuals can practice a given discipline moving forward. Cognitive scientists have demonstrated that having specific Content Knowledge in a given discipline accelerates mastery of the subject (Schwartz et al., 2016).

In the field of reading, for example, several studies have shown that background knowledge on a specific topic helps readers regardless of overall reading comprehension ability. In one such study, researchers compared middle school students who had tested as either “good readers” or “poor readers” on a standardized test of reading comprehension. Teachers then introduced a reading passage about American baseball to both groups. The teenagers who had previous background knowledge and expertise related to the details of baseball scored higher on the reading comprehension test regardless of whether they had been considered poor or good readers more generally (Recht & Leslie, 1988). Multiple studies have confirmed similar findings on the importance of background knowledge to the process of learning (Brown, Roediger & McDaniel, 2014).

# What are Summit's evidence-based principles and educator design choices related to Content Knowledge?

“Scholars need to drive a shift from a world where traditional knowledge is depreciating rapidly in value, towards a world in which the enriching power of deep competencies is increasing, based on a relevant blend of traditional and modern knowledge, along with skills, character qualities, and self-directed learning.”

— CHARLES FADEL, *FOUR-DIMENSIONAL EDUCATION: THE COMPETENCIES LEARNERS NEED TO SUCCEED*

## EVIDENCE-BASED PRINCIPLES

- In order to be successful in college and careers, students must master rigorous Content Knowledge in each of the academic disciplines (CCSS, 2010; NGSS, 2013; Conley, 2012; Fadel et al., 2015).
- Students acquire new Content Knowledge in reference to existing Content Knowledge (Bransford, Brown & Cocking, 2000; Deans for Impact, 2015).
- Content that is presented in multiple modalities allows for greater practice.<sup>1</sup>
- Content knowledge acquisition is foundational to the development of Cognitive Skills (Schwartz et al., 2016).
- Each subject area has a set of facts that, if committed to long-term memory, supports problem-solving by freeing working memory resources and illuminating contexts in which existing knowledge and skills can be applied. The set of facts varies by subject matter (Glaser & Chi, 1988; Deans for Impact, 2015).
- Students need to explore Content Knowledge at their own pace based on their own interests (Rose, 2016).

1. Daniel Willingham (2009) and others have argued that the evidence for different learning styles is thin and that cognitive processes are more alike than different. It is clear, however, that there is merit to presenting Content Knowledge in multiple modalities such as visual, auditory, and/or kinesthetic, regardless of students' learning styles. There is also evidence that introducing content in different manners fosters repetition, which enables learning. See: Mayer, R. (2001).

- A key component of developing students' self-direction is the development of student agency (Stafford-Brizard, 2016).
- Students need multiple opportunities to demonstrate competence in Content Knowledge (AIR, 2016).
- Students learn at different rates (Rose, 2016).

## EDUCATOR DESIGN CHOICES

### Focus Areas and Power Focus Areas

Summit teachers have created and refined standards-aligned resources to teach Content Knowledge in each subject. The content has been divided into key *focus areas* across grade spans, and all of the *focus areas* are closely aligned to the Common Core Standards and the Next Generation Science Standards (NGSS). *Power focus areas* refer to the specific focus areas that are required for advancement to the next course. At Summit Public Schools, all course progressions end in college-level, Advanced Placement (AP) courses.

For each focus area, students have access to playlists that contain different types of learning materials (primary sources, videos, decks, written materials, etc.). Students and families have access to learning resources at all times and are able to engage the entire curriculum.

### Self-Directed Learning

Students progress through the focus area playlists contained on the Summit Learning Platform at their own pace during blocks of time, called Personalized Learning Time, set aside for self-directed learning. Students exercise choice in determining which resources to review, when to take assessments, and the environmental conditions under which they learn best.

#### A STUDENT'S YEAR VIEW IN THE SUMMIT LEARNING PLATFORM



Students can see at a glance in the Summit Learning Platform whether they are on track for all projects and playlists in their courses.

Teachers serve as facilitators of self-directed learning. They identify students who need additional support in self-directed learning and in the content itself. Students have access to additional, more challenging focus areas that allow them to dive more deeply into content of particular interest and relevance to them. They also have access to peers, high-leverage learning strategies, mentors, and subject-area teachers for support. Students are empowered to make decisions about when and how to learn.

## What lessons have we learned about the development of Content Knowledge?

In education, there is often a tendency for the pendulum to swing in one direction or another. Teaching that exclusively focuses on rote memorization does not motivate students or necessarily lead to retention in long-term memory (Willingham, 2009). At times, groups of educators have called for a complete departure from the teaching of Content Knowledge in favor of approaches that are more hands-on or have focused on skills acquisition without any intentional teaching of content. **We have carefully studied the history of these pendulum swings, and in taking stock of the evidence at our disposal at this time, we have concluded that Summit Learning will adopt an approach that focuses on both the acquisition of Content Knowledge and the development of Cognitive Skills.**

Most importantly, we have learned that how we explain the connections between content knowledge acquisition and cognitive skill development is central to teachers' instructional choices. Self-directed learning offers students a way to engage with content and demonstrate competence in focus areas, but it is the application of that knowledge in cognitively demanding projects that is of utmost importance. Thus, it is just as important that teachers strategically intervene with individuals and groups of students on relevant Content Knowledge as it is that they do not spend valuable learning time lecturing whole groups about facts. This message is essential for teachers to effectively use available data, expertise, and time to support all students.



Our approach to content knowledge acquisition is as much about students' development of Habits of Success — particularly self-directed learning behaviors — as it is about Content Knowledge itself. By offering students full transparency about learning expectations, a plethora of multi-modal learning resources and assessment types, and significant choice in learning pathways, we are able to understand not only what students are learning, but also how students are learning. We have found that this approach of student agency, coupled with rapid support, leads to more effective, efficient learners.

## MATHEMATICS

Our approach to math differs from other subjects due to the nature of the discipline. The authors of the Common Core math standards and the National Council for Teachers of Mathematics advocate for an instructional approach that involves students making sense of new mathematics content by problem-solving before later practicing for fluency (CCSS Math Team, 2014). Since focus areas are not an appropriate medium for problem-solving involving new mathematics content, students' initial learning of most content comes in concept units; later, it is practiced in focus areas.

## What open questions continue to inform the development of Content Knowledge?

- How do students engage in self-directed learning? What can we learn from their behaviors and patterns to improve their learning?
- How do we develop the best resources and approaches to the learning of content?
- How is the teaching of math content both similar and different to the teaching of other subject areas?
- How does the teaching of Content Knowledge interact with the teaching of Cognitive Skills? What are the mechanisms by which they reinforce one another?



# Content Knowledge at a Glance

EVIDENCE-BASED PRINCIPLE	RESEARCH BASE	EDUCATOR DESIGN CHOICES
<p>In order to be successful in college and careers, students must master rigorous Content Knowledge in each of the academic disciplines.</p>	<p>CCSS (2010)            NGSS (2013)            Conley (2012)            Fadel et al. (2015)</p>	<p>The Summit base curriculum contains a full set of focus areas outlining key Content Knowledge for each subject.</p> <p>The focus areas for high school subjects are aligned to Common Core and Next Generation Science Standards. For college-level courses, the content is aligned to the AP standards.</p>
<p>Students acquire new Content Knowledge in reference to existing Content Knowledge.</p>	<p>Willingham (2009)            Bransford, Brown, &amp; Cocking (2000)            Schwartz et al. (2016)            AIR (2016)            Deans for Impact (2015)</p>	<p>The focus areas are developed across the grade spans on a developmental continuum. Students are introduced to similar Content Knowledge topics in different grades, with increasing levels of complexity and depth.</p> <p>Completion of all power focus areas in one course is required for advancement to the next course.</p>
<p>Content that is presented in multiple modalities allows for greater practice.</p>	<p>Willingham (2009)</p>	<p>Students have access to playlists that contain different types of learning materials (primary sources, videos, decks, written materials, etc.).</p> <p>Students have access to learning resources at all times.</p> <p>Students are able to learn collaboratively with peers.</p>
<p>Content knowledge acquisition is foundational to the development of Cognitive Skills.</p>	<p>Schwartz et al. (2016)            Willingham (2009)</p>	<p>Each focus area maps to specific projects.</p> <p>Teachers intervene with students when Content Knowledge will accelerate students' skill development in project-based learning.</p>



EVIDENCE-BASED PRINCIPLE	RESEARCH BASE	EDUCATOR DESIGN CHOICES
<p>Each subject area has a set of facts that, if committed to long-term memory, supports problem-solving by freeing working memory resources and illuminating contexts in which existing knowledge and skills can be applied. The set of facts varies by subject matter.</p>	<p>Glaser &amp; Chi (1988)</p>	<p>Content progressions are spiralled, building knowledge in increasing complexity.</p> <p>Focus areas are broken into “Power,” “Additional,” and Challenge,” which focuses students on the most important Content Knowledge while holding no students back from exploring and deepening interests.</p>
<p>Students need to explore Content Knowledge at their own pace based on their own interests.</p>	<p>Rose (2016)</p>	<p>Students progress through the focus area playlists on their own during self-directed learning time.</p> <p>Teachers serve as facilitators of self-directed learning and guide students, identifying students who need additional support in being self-directed learners.</p> <p>Students have access to additional, more challenging focus areas that allow them to dive more deeply into content of particular interest and relevance to them.</p>
<p>Students should have multiple opportunities to demonstrate competence in Content Knowledge. Learning must be prioritized over pace.</p>	<p>AIR (2016) Rose (2016)</p>	<p>Over the course of an academic year, students have multiple opportunities to perform at full potential on content assessments.</p> <p>Pace is tracked against the school year and against students’ goals on the Summit Learning Platform.</p> <p>Students are empowered to make decisions about when and how to learn.</p>
<p>When students learn content at varying paces, they will be ready to take an assessment at varying points in time.</p>	<p>AIR (2016) Rose (2016)</p>	<p>On-demand content assessments are available to students.</p> <p>Students indicate when they are ready to take an assessment.</p>

## References for Further Learning

- Daniel Willingham: *Why Don't Students Like School?: A Cognitive Scientist Answers Questions About How the Mind Works and What It Means for the Classroom* (2009)
- Daniel Schwartz, Jessica M. Tsang, and Kristen P. Blair: *The ABCs of How We Learn: 26 Scientifically Proven Approaches, How They Work and When to Use Them* (2016)
- Todd Rose: *The End of Average: How We Succeed in a World That Values Sameness* (2016)





Public 054620

## Summit Public Schools - Tahoma

Summit Public Schools

San Jose, CA

Website

Comprehensive High School (Grades 9-12)

Site-Based/Traditional, Charter School

### Course List Manager

Robert Cupp

(510) 589-3384

bcupp@summitps.org

2020-21

Last Updated: Mar 14, 2019

Course	Discipline
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### A History / Social Science *2 years required*

★ AP Government and Politics United States	Civics / American Government
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Classroom-based

★ AP United States History	U.S. History
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Classroom-based

Holocaust and Genocide: an In-Depth Study	World History / Cultures / Historical Geography
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Classroom-based

Modern World History 2	World History / Cultures / Historical Geography
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Classroom-based

World Studies I	World History / Cultures / Historical Geography
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Classroom-based

World Studies II	World History / Cultures / Historical Geography
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Classroom-based

### B English *4 years required*

★ AP English Language and Composition	English
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Classroom-based

★ AP English Literature and Composition	English
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Classroom-based

English 10- Literature, Individuals	English
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Classroom-based

English 9- Literature and Personal	English
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Classroom-based

### C Mathematics *3 years required, 4 years recommended*

Algebra 2	Algebra II
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Classroom-based

Algebra I	Algebra I
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Classroom-based

★ AP Calculus AB	Calculus
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Classroom-based		
★ AP Computer Science A	Computer Science	
Classroom-based		
★ AP Statistics	Statistics	
Classroom-based		
Finite Math	Advanced Mathematics	
Classroom-based		
Geometry	Geometry	
Classroom-based		
Math III / Precalculus	Mathematics III	
Classroom-based		
Mathematics I	Mathematics I	
Classroom-based		
Mathematics II	Mathematics II	
Classroom-based		
Mathematics III	Mathematics III	
Classroom-based		
Modeling and Statistical Reasoning	Advanced Mathematics	
Classroom-based		
Precalculus	Advanced Mathematics	
Classroom-based		

**D** Science *2 years required, 3 years recommended*

★ AP Environmental Science	Interdisciplinary Sciences	
Classroom-based		
Biology	Biology / Life Sciences	
Classroom-based		
Chemistry	Chemistry	
Classroom-based		
Chemistry in the Earth System	Chemistry/Earth & Space Sciences	
Classroom-based		
Integrated Science 1	Integrated Science 1	
Classroom-based		
Physics	Physics	
Classroom-based		
Physics In the Universe	Physics/Earth & Space Sciences	
Classroom-based		
The Living Earth	Biology/Earth & Space Sciences	
Classroom-based		

**E** Language Other than English *2 years required, 3 years recommended*

★ AP Spanish Language and Culture	LOTE Level 4+	
Classroom-based		
★ AP Spanish Literature and Culture	LOTE Level 4+	
Classroom-based		
Spanish 1	LOTE Level 1	
Classroom-based		
Spanish 2	LOTE Level 2	
Classroom-based		
Spanish 3	LOTE Level 3	

Classroom-based

Spanish for Native Speakers 1 LOTE Level 2

Classroom-based

Spanish for Native Speakers II LOTE Level 3

Classroom-based

**F** Visual & Performing Arts *1 year required*

A Cappella Choir Music

Classroom-based

Advanced Multimedia Political Journalism Interdisciplinary Arts

Classroom-based

★ AP Drawing Visual Arts

Classroom-based

Creative Writing as Performance Interdisciplinary Arts

Classroom-based

Dance I Dance

Classroom-based

Drama I Theater

Classroom-based

Ensemble Music Production Music

Classroom-based

Experimental Theatre Theater

Classroom-based

Exploring Music Music

Classroom-based

Film and Video Production Visual Arts

Classroom-based

Hip Hop Culture Dance

Classroom-based

Intermediate Visual Art Visual Arts

Classroom-based

Intro to Dramatic Arts Theater

Classroom-based

Introduction to Choir Music

Classroom-based

Introduction to Musical Theater Theater

Classroom-based

Introduction to Video Production Visual Arts

Classroom-based

Introduction to Visual Art Visual Arts

Classroom-based

Movement Arts Dance

Classroom-based

Multimedia Political Journalism Interdisciplinary Arts

Classroom-based

Musical Theater- Intermediate Level Theater

Classroom-based

Photography I Visual Arts

Classroom-based

Spoken Word Musical Theater Music

Classroom-based

Studio Art

Visual Arts

Classroom-based

**G** College-Preparatory Elective *1 year required*

Advanced Anthropology

History / Social Science

Classroom-based

Advanced Journalism

Interdisciplinary

Classroom-based

Cooking Fundamentals

Interdisciplinary

Classroom-based

Entrepreneurship

Interdisciplinary

Classroom-based

Ethnic Studies

Interdisciplinary

Classroom-based

Explorations in Field Research

History / Social Science

Classroom-based

Human Rights Education

History / Social Science

Classroom-based

International Human Rights

History / Social Science

Classroom-based

Intrapreneurship

Interdisciplinary

Classroom-based

Intro to Computer Science & Info Tech

Mathematics - Computer Science

Classroom-based

Intro to Programming

Mathematics - Computer Science

Classroom-based

Introduction to Anthropology

History / Social Science

Classroom-based

Introduction to Psychological Science

History / Social Science

Classroom-based

Journalism

Interdisciplinary

Classroom-based

Multimedia Journalism

Interdisciplinary

Classroom-based

Psychology

History / Social Science

Classroom-based

Psychology Applied to Modern Life

History / Social Science

Classroom-based

Research & Advocacy in Human Rights

History / Social Science

Classroom-based

Sociology of Law

History / Social Science

Classroom-based

The Holocaust: An In-Depth Study

History / Social Science

Classroom-based

Wilderness

Interdisciplinary

Classroom-based



## 2021 Comprehensive School Safety Plan

This comprehensive school site safety plan was developed collaboratively with all Summit Public School campuses and reviewed and approved by the Summit Network Leadership Team.

Name	Title	Signature	Date
Josh Lotstein	Chief Operating Officer		

*This document is to be maintained for public inspection in the Summit Public Schools home office during regular business hours.*

## Summit Public Schools: Tahoma

### EMERGENCY CONTACTS

<b>Police / Fire / Ambulance</b>	911
<b>City Police Department (non-emergency)</b>	(408) 277 8900
<b>Fire Department (non-emergency)</b>	(408) 277 8950
<b>School District Office</b>	(650) 257 9880
<b>Gas and Electric Utility: PG&amp;E</b>	(800) 743 5000
<b>City Public Works (water maintenance and repair)</b>	(408) 279 7900 or (408) 277 4036
<b>Child Protective Services</b>	(877) 881-1116
<b>Sharon Johnson, Senior Director of Schools</b>	(650) 678-7135
<b>Josh Lotstein, Chief Operating Officer</b>	(203) 918 6703
<b>Jonathan Stewart, Executive Director</b>	(408) 963 9527
<b>Megan Toyama, Assistant Director</b>	(916) 798 9866
<b>Delaney Kerkhof, Dean of Operations</b>	(310) 283 3570
<b>Lizbeth Negrete, Office Assistant</b>	(408) 591 9994

#### Procedure to Call 911

1. State your emergency.
2. Stay calm.
3. Give your name and the school's name and address
4. Listen. Allow the 911 employee to direct the conversation.
5. Be prepared to answer questions in a clear, calm manner.
6. Remain on the telephone. **DO NOT** hang up until the dispatcher says to do so.

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  - F. Visitor Policy & Access to Campus

Appendix A: CSSP Compliance Checklist

## **I. Philosophy, Goals, Objectives**

The Summit Public Schools Board of Directors recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others. The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

The Chief Operating Officer or designee shall oversee the development of a districtwide comprehensive safety plan that is applicable to each school site. The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year. By October 15 of each year, the Superintendent or designee shall notify the California Department of Education of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

The school site council at each District school shall develop a comprehensive school safety plan relevant to the needs and resources of that particular school. (Education Code 32281,32286)

## **II. Public Access to Safety Plan**

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282) However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.

## **III. CSSP Planning for Staff**

1. Make the CSSP available to all staff, and provide additional training as required.
2. Inventory staff for skills such as First Aid and CPR. Require staff to become certified in First Aid and CPR and to maintain their certification. Encourage frequent parent volunteers to become certified as well. The Red Cross offers classes in First Aid and CPR.
3. Assign teachers in a "buddy system" to assist each other during any disaster.
4. Inform staff of California Government Code 3100, designating all public school employees as Disaster Service Workers. This may require their presence at the school for several days.

## **IV. CSSP Planning for Families**

1. Send an annual letter to families about the school's emergency plans. Include instructions about what each parent should/should not do in the event of an emergency.
2. Ask for parent volunteers who are willing to be trained in CPR and First Aid. Ask these volunteers if they would be willing to come to the school site after an earthquake and serve on the First Aid team.
3. Ask for parent volunteers to come to the school site after an earthquake to assist in other areas such as Search and Rescue Teams, etc.

## V. COVID-19 and School Safety

- A. In response to COVID-19, schools will follow all CDC guidelines for prevention.
- B. If an infected person has been in a school building, schools will follow the CDC school decision tree.

## VI. Threat Assessment: Current Status of Crime at School & Related Functions

In drafting this plan, the School Leadership Team assessed the status of school crime at the school and at school-related functions. The committee reviewed the prior school year's data on office referrals, attendance rates, suspensions and expulsions, and local law enforcement juvenile crime data to assess threats to the campus community. The findings from that threat assessment were implemented into the current school year's safety plan.

- A. **Ongoing Threat Assessment.** Ensuring sites are safe, and stay safe over the year, is critical to providing a healthy learning environment for students and staff. To ensure ongoing safety, Summit will perform inspections to evaluate site safety.
- B. **Safety Inspections.** The objective of these inspections will be to identify safety needs, Current Status of School Crime, and inform actions that must be taken, and, ultimately, hold Summit accountable to the safety promise we make to students, families, teachers and other members of the community.

## VII. Child Abuse Reporting Procedures

### A. Obligations of Mandated Reporter

1. Mandated Reporters of child abuse or neglect include all school/district employees, administrators, and athletic coaches. (California Penal Code Section 11165.7 / RCW 26.44.030)
2. All persons who are mandated reporters are required, by law, to report all known or suspected cases of child abuse or neglect.
  - a) It is not the job of the mandated reporter to determine whether the allegations are valid.
  - b) If child abuse or neglect is reasonably suspected or if a pupil shares information with a mandated reporter leading him/her to believe abuse or neglect has taken place, the report must be made.
  - c) No supervisor or administrator can impede or inhibit a report or subject the reporting person to any sanction.
  - d) School volunteers, while not mandated reporters, should also be encouraged to report any suspected cases of abuse and neglect.

## **B. Identification of Child Abuse and Neglect**

1. Child abuse is more than bruises or broken bones. While physical abuse often leaves visible scars, not all child abuse is as obvious, but can do just as much harm. It is important that individuals working with and around children be able to know what constitutes child abuse or child neglect and know how to identify potential sign
2. Child Abuse and/or Child Neglect Can Be Any of the Following:
  - a) A physical injury inflicted on a child by another person other than by accidental means.
  - b) The sexual abuse, assault, or exploitation of a child.
  - c) The negligent treatment or maltreatment of a child by a person responsible for the child's welfare under circumstances indicating harm or threatened harm to the child's health or welfare. This is whether the harm or threatened harm is from acts or omissions on the part of the responsible person.
  - d) The willful harming or endangerment of the person or health of a child, any cruel or inhumane corporal punishment or any injury resulting in a traumatic condition.
3. One does not have to be physically present or witness the abuse to identify suspected cases of abuse, or even have definite proof that a child may be subject to child abuse or neglect. Rather, the law requires that a person have a "reasonable suspicion" that a child has been the subject of child abuse or neglect. Under the law, this means that it is reasonable for a person to entertain a suspicion of child abuse or neglect, based upon facts that could cause a reasonable person, in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect.
4. Red flags for abuse and neglect are often identified by observing a child's behavior at school, recognizing physical signs, and observations of dynamics during routine interactions with certain adults. While the following signs are not proof that a child is the subject of abuse or neglect, they should prompt one to look further.

## **C. Warning Signs of Emotional Abuse in Children**

1. Excessively withdrawn, fearful, or anxious about doing something wrong.
2. Shows extremes in behavior (extremely compliant or extremely demanding; extremely passive or extremely aggressive).
3. Doesn't seem to be attached to the parent or caregiver.
4. Acts either inappropriately adult-like (taking care of other children) or inappropriately infantile (rocking, thumb-sucking, throwing tantrums)

#### **D. Warning Signs of Physical Abuse in Children**

1. Frequent injuries or unexplained bruises, welts, or cuts.
2. Is always watchful and "on alert" as if waiting for something bad to happen.
3. Injuries appear to have a pattern such as marks from a hand or belt.
4. Shies away from touch, flinches at sudden movements, or seems afraid to go home.
5. Wears inappropriate clothing to cover up injuries, such as long-sleeved shirts on hot days

#### **E. Warning Signs of Neglect in Children**

1. Clothes are ill-fitting, filthy, or inappropriate for the weather.
2. Hygiene is consistently bad (unbathed, matted and unwashed hair, noticeable body odor).
3. Untreated illnesses and physical injuries.
4. Is frequently unsupervised or left alone or allowed to play in unsafe situations and environments.
5. Is frequently late or missing from school

#### **F. Warning Signs of Sexual Abuse in Children**

1. Trouble walking or sitting.
2. Displays knowledge or interest in sexual acts inappropriate to his or her age, or even seductive behavior.
3. Makes strong efforts to avoid a specific person, without an obvious reason.
4. Doesn't want to change clothes in front of others or participate in physical activities.
5. A sexually transmitted disease (STD) or pregnancy, especially under the age of fourteen.
6. Runs away from home.

#### **G. Warning Signs in Parents/Guardian**

1. Shows little concern for the child.
2. Denies the existence of-or blames the child for-the child's problems in school or at home.
3. Asks teachers or other caretakers to use harsh physical discipline if the child misbehaves.

4. Sees the child as entirely bad, worthless, or burdensome.
5. Demands a level of physical or academic performance the child cannot achieve.
6. Looks primarily to the child for care, attention, and satisfaction of emotional needs.

#### **H. Warning Signs in the Parent/Guardian and the Child**

1. Rarely touch or look at each other.
2. Consider their relationship entirely negative.
3. State that they do not like each other.

#### **I. Reporting Suspected Cases of Child Abuse**

1. To submit a report, an employee must contact an appropriate local law enforcement or county child welfare agency, listed below. This legal obligation is not satisfied by making a report of the incident to a supervisor or to the school. An appropriate law enforcement agency may be one of the following:
  - a) A Police or Sheriff's Department (not including a school district police department or school security department)
  - b) A County Probation Department, if designated by the county to receive child abuse reports
  - c) A County Welfare Department/County Child Protective Services
2. The report should be made immediately over the telephone and should be followed up in writing. The law enforcement agency has special forms for this purpose that they will ask you to complete them.
3. If a report cannot be made immediately over the telephone, then an initial report may be made via e-mail or fax. A report may also be filed at the same time with your school district or county office of education (COE)
4. Note: School districts and COEs, however, do not investigate child abuse allegations, nor do they attempt to contact the person suspected of child abuse or neglects
  - a) School districts and COEs may have additional policies adopted at the local level relating to the duties of mandated reporters. School staff should consult with their district to determine if there are additional steps that must be taken. These policies do not take the place of reporting to an appropriate local law enforcement or county child welfare agency

#### **J. Rights to Confidentiality and Immunity**

1. Mandated reporters are required to give their names when making a report. However, the reporter's identity is kept confidential. Reports of suspected child abuse are also confidential. Mandated reporters have immunity from state



# Summit Public Schools

## Compensation Policy for 2020-2022

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### *Introduction*

In 2016, Summit performed a review of our organization's compensation structure and proposed a new plan. As a part of that plan, we agreed that compensation would be revisited in 2019 (committing to the same three-year timeline that was put in place in 2013).

The assessment of the existing compensation plan required we gather data from multiple sources:

- **Internal data**

- Organization-wide compensation survey given in November 2019. The survey was completed by 342 people (representing 66% of Summit employees at that time). The results of this survey were compared against the results of the survey given in 2016 (in which 178 employees participated representing 63% of the organization) to understand how perceptions of Summit's compensation have changed over time.
- Focus group interviews with 24 Summit employees who represent the diverse backgrounds and roles within the organization. These employees were randomly selected to participate in one of five scheduled meetings.
- 30 office-hour sessions attended by 44 faculty members held from December 2019 to January 2020.
- Over 100 questions asked in meeting discussions and through email. Questions were compiled into an FAQ document and organized into categories.
- Exit survey data from the past three years.
- Data on employee use of current compensation components (including parental leave, retirement, and benefits).
- Current job description, salary, level, and step data.

- **External data**

- Salary and benefits data from districts where our Summit schools are located.
- Comparable salary and benefits data from three market studies: Charter Schools Growth Fund/KIPP National Compensation Study, Northern California Fair Pay Study, and Economic Research Institute NonProfit Compensation Analysis. These three studies are used to determine salaries for non-instructional positions.
- Interviews with 8 high-performing local and nationwide CMO's of comparable/larger size. We contacted the Charter School Growth Fund for recommendations on who we should talk to and reached out to connections from our network.

This compensation policy is the culmination of this process. It will be effective July 1, 2020 to June 30, 2022. While the previous compensation policies were in effect for three years, the rapidly changing and volatile nature of factors affecting compensation led us to propose this policy be revisited in two years.

# ***Organization of this Document***

This proposal is organized into the following sections:

## **Section 1: Complete 2020 Compensation Proposal**

- Foundational Assumptions
- Base Pay Compensation for TEACHING FACULTY
- Base Pay Compensation for NON-TEACHING FACULTY
- Paid Time Off
- Health, Dental, & Vision Insurance
- Retirement
- Evaluation
- Professional Development

## **Section 2: Appendices**

- Continuing Dialogue
- Choices we made when revising the proposal (Things we did not include).
- FAQs
- Historical Compensation Updates
  - Parental Leave Cap
  - Compensation Approval
  - Salary Range for New Offers
  - Incoming Years Cap
  - Home Base and Mileage Reimbursement

# Section 1: Complete 2020 Compensation Proposal

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## Foundational Assumptions

Summit's Compensation Policy is built upon the following foundational assumptions:

- Employees who stay in the organization will improve every year
- Improvement translates to serving our students, families and each other better
- As a result of improving and serving others better, employees should receive increases in compensation every year
- Employees (in education in general, but also specifically at Summit) value transparent and predictable compensation systems
- Our employees believe strongly that people in our organization should be compensated for:
  - Expertise / Technical Knowledge
  - Performance of Job Duties
  - Achievement of Goals
  - Degree of Responsibility
  - Skill in Managing People (for those roles directly responsible for managing people)
- Employees should be paid what it would cost to hire a person of comparable background and experience for their given role, if we were to look to today's market for talent to hire their replacement.
- Sustainability: It is very important that our schools are sustainable on the state and federal allocation.
  - We want to be certain that our schools can survive (thrive) even if philanthropy dries up or is variable year to year.
  - It would be difficult to continue to be authorized if we were not sustainable. Districts look closely at our financials. Through our charters, we commit to being sustainable. "Financial problems" is one of the legal reasons to shut down a school.
  - To be a replicable model, we need to operate on publically available money. If it takes philanthropy to run our fully-grown schools then we cannot stand as a model/proof point for public education.

## Base Pay Compensation for TEACHING FACULTY

### Proposal:

- We have defined our comparable market as high performing charter school management organizations.
  - Publication of teacher pay scales is not currently a common practice among charter schools, making it difficult to collect accurate and reliable data to benchmark teacher base pay against our ideal comparable market.
  - Because district data is publically available, we will use the salary schedules of the districts in which our schools are located to benchmark teacher pay as outlined below.
  - If and when more data on teacher base bay among high performing charter schools becomes available, we will adjust our policy to ensure we benchmark against the comparable market we've identified.
- For all school-site teaching faculty, SPS will publish a pay scale which shows the pay range by years of experience in teaching.
  - There will be a California scale and a Washington scale.
  - You can access the CA scale [here](#) and WA scale [here](#).

- We will continue to use the Low, Medium, and High scales.
  - We will base the Mid Year 4 Salary on the weighted average of the salaries for “BA +30 units” in the districts where we are located.
    - Like the current SPS scale, the “High” salary scale at each step (year) will be calculated as the weighted average of BA+30, plus 5%
    - Like the current SPS scale, the “Low” salary scale at each step (year) will be calculated as the weighted average of BA+30, less 5%
  - Consistent with the 2013 and 2016 policies, Low/Med/High will be determined as follows:
    - Low = teachers in the process of earning relevant credentials at the time of offer.
    - Mid = teachers with credentials or a relevant advanced degree.
    - High = teachers with credentials and relevant advanced degrees. Relevant degrees are considered degrees where a majority of the learning is directly applicable to your role.
- We will continue with the “Summit Experience Stipend” for Instructional faculty who have stayed in the classroom:
  - When an instructional faculty member begins their 3rd and 4th year as a full-time Summit teacher, they will receive an additional \$2,000 stipend on top of salary (as indicated by the step and level on the SPS Base Pay instructional faculty scale). They will continue to receive this stipend for Year 4 as long as they remain full-time in the classroom and this policy remains in place.
  - When an instructional faculty member begins their 5th year as a full-time Summit teacher, they will receive an additional \$5,000 stipend on top of salary (as indicated by the step and level on the SPS Base Pay instructional faculty scale.) This additional stipend will continue every subsequent year as long as they remain as a full-time teacher in the classroom and this policy remains in place.
  - Stipends for part-time teachers will be considered on a prorated basis.
- For each additional step (year), base pay increases by 4%.
  - In 2016, we decided on a 4% increase between years of experience because that was the average increase when looking at the weighted average for district scales.
  - Eligibility for the 4% annual increase is dependant on an employee’s start date as follows:
    - Employees with a start date before November 1 are eligible for the full 4% increase the following year
    - Employees with a start date between November 1 and February 29 are eligible for a 2% increase
    - Employees with a start date on or after March 1 will not be eligible for an increase that year
- We will cap our salary scale steps at Year 15. (After Year 15, there will be COLA increases only.) This is a higher cap than most of our local peer districts.
  - If any current SPS teacher is already above the cap as of February 2020, they will continue on with their same salary, adjusted annually by COLA rather than 4%. We will not decrease salary due to this one-time calibration.
    - COLA is a Cost of Living Adjustment, and is based on changes to the Consumer Price Index (CPI) distributed by the Bureau of Labor Statistics (BLS) for the Consolidated Metropolitan Statistical Area (CMSA) covering San Francisco - Oakland - San Jose and Seattle - Tacoma - Bellevue.
      - The source of CPI data for the California region is the [Association of Bay Area Governments \(ABAG\) website](#).
      - The source of CPI data for the Washington region is the [U.S. Bureau of Labor Statistics \(BLS\) website](#).

- The COLA is the change in the prior year Annual Average CPI over the year preceding it. For example, the percentage increase in the 2017 Annual Average over the 2016 Annual Average is the COLA to be used in the 18-19 budget planning process for pay increases effective in 2019-20.
- The salary schedule will be recalibrated to the district salary every year. This will allow us to remain more competitive with local markets, as local salaries and cost-of-living can often change quickly. It will be based on publicly available scales as of Feb 15 preceding the start of the new year.
- In any year, if district scales decrease, we will not adjust the scale for current employees. No SPS employee continuing in the same position will see a pay decrease due to recalibration of scales, and all current employees will be eligible for the annual 4% increase as long as this policy exists.
- The default is for every teacher to advance one year on the scale every year. This is a 4% raise each year. Executive Directors have the discretion to not grant a raise, if improvement hasn't occurred during that year. This would be the equivalent of "repeating" a year on the scale.
  - Teachers will be notified of their pay for the coming year by March 31 preceding the start of the new year. Raises will take effect on the first working day of each fiscal year.
- For new-hires (or faculty returning to teaching), a year of experience will be granted for each full year of employment as the following:
  - Internal: Teaching in an SPS school as an employee of SPS
  - External, full-time, lead teaching experience in a semester/year-long setting in the following contexts:
    - Grades K-12 in a public or private school
    - The equivalent of K-12 in a non-profit or international organization
    - College-level teaching in a subject directly applicable to your credentialed subject at Summit (ie, foreign language for Spanish teachers, Art for an Arts Expeditions teacher)
  - Instructional coaching or management at SPS, including:
    - Academic program management
    - Curriculum development and creation
    - School leadership at an SPS school
  - A maximum of ten lateral years may be transferred for an external new teacher hire.
    - For example, if an external teacher is hired with 12 years of teaching experience as a 9th grade teacher, they would be placed at Year 11 on the Summit teacher salary scale
- Teachers who provide internal coverage will be compensated at a rate that is in line with what sites are currently paying for external substitutes.
- CA Teachers will have the option of a 12 month or 11 month pay cycle.
  - Teachers will make their election prior to the start of the new school year and they will not be able to change their election mid-year.
  - If a teacher does not specify their choice between a 12 or 11 month pay cycle, they will default to the 11 month pay cycle.
  - Teachers hired mid-year will default to the 11 month pay cycle.
- WA teachers will continue to be on a 12 month pay cycle.

## **Why we like this proposal?**

We like this proposal for the following reasons:

- Compensates teachers for what we value:
  - Performing the duties of your job
  - Meeting goals associated with your role
  - The expertise you bring to your specific role

- Summit experience
- Provides predictable increases for improvement and growth.
- Incentivizes people to get better every year.
- Ensures that we all work with high performing peers
- Confirms that we have been competitive in our local markets and will continue to be.
- Ensures that we are financially responsible

### **What happens next?**

- In February 2020, we will pull all of the publically available scales for our districts. We will use these to create two SPS teaching scales, one for WA and one CA.
- These scales will be published in March. Each continuing teacher will also receive a letter informing them of his 2020/21 school-year salary. Salary changes go into effect August 1.
  - The final scales will be linked above when available.
- In any year, if district scales decrease, we will not downward adjust the scale for current employees. No SPS employee continuing in the same position will see a pay decrease due to recalibration of scales, and all current employees will be eligible for the annual 4% increase.
- Finance and Talent will collaborate to create a system for teachers to be paid for substituting and provide training to school leaders to support its implementation.
- Finance and Talent will collaborate to create a process for CA teachers to elect a 12 or 11 month pay cycle.

## **Base Pay Compensation for NON-TEACHING FACULTY**

### **Proposal:**

- We have defined our comparable market as:
  1. high performing charter school management organizations and
  2. local nonprofits
- For each position, SPS will research the market pay for comparable roles using data from one of these three sources, used in this order:
  - Charter Schools Growth Fund/KIPP National Compensation Study
  - Northern California Fair Pay Study
  - Economic Research Institute NonProfit Compensation Analysis (CA only)
- To determine the comparable salary “average,” we look at the size of the organization (as determined by budget) and the 75% paypoint.
  - The average assumes that the employee has four years of experience in that position (same level of responsibility, same skills, same expertise).
  - That average is used to define the SPS Year 4 salary for a given role.
- Once we have the average, we determine salary for employees based on their number of years of experience. Each year of experience increases salary by 4%, in line with the 4% annual increases we’ve committed to.
- SPS will publish Year 4 salaries for all non-instructional positions. While this will not show individual employee salaries, it will allow everyone to understand the relevant market pay by position and honor our commitment to transparency.
- Like with our teaching proposal, the default is for each home office-based faculty to have a 4% increase in their salary each year. New salaries inclusive of this 4% will be communicated in March (effective July 1). Team leaders have discretion to not grant the 4% increase, if improvement hasn’t occurred during the year.

- Eligibility for the 4% annual increase is dependant on an employee's start date as follows:
  - Employees with a start date before November 1 are eligible for the full 4% increase the following year
  - Employees with a start date between November 1 and February 29 are eligible for a 2% increase
  - Employees with a start date on or after March 1 will not be eligible for an increase that July
- Hiring managers will be given a range around a candidate's years of experience and will have flexibility within that range and within their team's budget to make decisions about setting salaries for new hires. Given challenges with execution of this, systems will be set up to support implementation and hiring managers will be trained on them.
- The salary schedule will be recalibrated every two years based on the most current compensation studies available on Feb 15. Salary adjustments will be effective July 1.
  - Given the number of unique positions, we do not have the resources to recalibrate every year. Additionally, our primary study - Charter Schools Growth Fund - is published every two years.
  - If this proposal is approved, we will recomp all non-instructional positions in February of 2021. If the Year 4 on the new scales has increased from the Year 4 of a current employee's scale, and the percentage difference of the change is greater than the expected 4% annual raise, that employee will receive the equivalent percentage increase as a raise.
  - If the "market rate" for a position has decreased, we will not downward adjust salaries of current employees. No SPS employee continuing in the same position will see a pay decrease due to recalibration of salary ranges, and all current employees will be eligible for the annual 4% increase.

### **Why we like this proposal?**

We like this proposal because:

- It is consistent in approach and with most mechanics used in the teaching proposal.
- It provides predictable increases for improvement and growth.
- It keeps us competitive with our market.
  - While a "scale" is standard in the teaching profession, it is not standard in the market for non-teaching employees. Adherence to a scale can make SPS less competitive.
- It offers increased transparency about scales and processes for determining them
- It acknowledges challenges in implementation and offers a commitment to improve execution

### **What happens next?**

- Based on the compensation studies available in February 2021 (our primary study, CSGF, is released every 2-years), we will recomp every non-instructional salary.
  - If the Year 4 on the new scales has increased from the Year 4 of a current employee's scale, that employee will receive the equivalent percentage increase as a raise. They will be notified of this raise in March. Raises will take effect July 1.
  - If the "market rate" for a position has decreased, we will not decrease pay for current employees. No SPS employee continuing in the same position will see a pay decrease due to recalibration of scales, and all current employees will be eligible for the annual 4% increase.
- A list of all of these adjusted salaries will be published to the organization.
- Talent will publish information about the process used to determine scales for non-teaching roles and placement on these scales

- Talent will develop a system to implement the range hiring managers can use to make new hire offers and train them on this system.

## Paid Time Off

In addition to the foundational assumptions listed above, we also believe:

- high-performing employees will put the interests of students and their professional responsibilities first and will make good decisions on behalf of the organization.
- each employee is an individual and values different things when it comes to paid leave. A one-size fits all approach does not work.

### Proposal:

<u>Paid Leave Type</u>	<u>Leave Allocation</u>
Holidays	<ol style="list-style-type: none"> <li>1. New Year's Day</li> <li>2. Martin Luther King</li> <li>3. President's Day</li> <li>4. Memorial Day</li> <li>5. Fourth of July (this holiday only applies to 12-month employees)</li> <li>6. Labor Day</li> <li>7. Veteran's Day</li> <li>8. Thanksgiving Day</li> <li>9. Day after Thanksgiving</li> <li>10. Christmas Eve</li> <li>11. Christmas Day</li> </ol>
Organization-wide Closure	<p>Summit Public Schools closes three times per year. The school sites and the home office are physically closed during these periods and no one is expected to work:</p> <ul style="list-style-type: none"> <li>• <b>The week of July 4th.</b> If July 4th falls on Saturday, the closure is the week before. If July 4th falls on Sunday, the closure is the week afterward (5 days).</li> <li>• <b>The week of Thanksgiving</b> (5 days).</li> <li>• <b>December 24 through January 1</b> (9 days). If Christmas Eve, Christmas Day or New Year's day falls on a Saturday, the Friday before is the observed holiday. If the holiday is on a Sunday, the Monday afterward is the observed holiday (this may increase the number of days closed).</li> </ul>
School-site Closures	<p>School-site closures are days designated by sites. On these days, the physical school sites are closed and no site-based employees are required to work:</p> <ol style="list-style-type: none"> <li>1. <b>Cesar Chavez Day</b></li> <li>2. <b>Spring Break</b> (the one-week period the school site is closed for Spring Break)</li> <li>3. <b>Winter Break</b> (the two-week period the school site is closed in December and January)</li> </ol>



## Partners in Developing a Research-Based Program

With the partners listed below, Summit Public Schools created Content Guides (these define content required for advancement in each course), a Cognitive Skills Rubric (defining the levels of cognitive skill necessary for advancement from each grade level), and a Habits of Success Continuum (defining the developmentally-appropriate levels of mastery for non-cognitive skills). The following partners and their research have been referenced throughout the petition.

- **The Stanford Center for Assessment, Learning and Equity (“SCALE”)** – SCALE’s mission is to improve instruction and learning through the design and development of innovative, educative, state-of-the-art performance assessments, and by building the capacity of schools to use these assessments in thoughtful ways, to promote student, teacher, and organizational learning. In partnership with SCALE, Summit developed its Cognitive Skills Rubric, along with multiple performance tasks, “look-fors” and other cognitive-skill focused tools.
- **Linda Darling Hammond** – A mentor to and teacher of many Summit teachers and administrators, Dr. Darling-Hammond’s ideas greatly influenced—and continues to influence—the academic model of Summit schools. *The Right to Learn*, Dr. Darling-Hammond’s seminal text, offered Summit a blueprint for the types of schools, and the types of teachers, that Summit builds. Summit’s program model draws heavily from Ms. Darling Hammond’s research around teacher and school leader education and development, instruction of diverse student populations, and the value of heterogeneous environments. Dr. Darling Hammond’s research on these topics has influenced national education policy and teaching best practices in schools nationwide.
- **The Buck Institute for Education** – The Buck Institute for Education is the leading research institution around the practice of Project Based Learning, in which students go through an extended process of inquiry in response to a complex question, problem, or challenge. A vast majority of Summit’s projects have been built using the framework created by the Buck Institute.
- **EduCurious** – Seattle-based educational technology company EduCurious has been a close partner in the development of our biology curriculum. Although EduCurious has a slightly different project-based learning framework than the Buck Institute, Summit has found Michael Golden, Jane Chadsey and their faculty at EduCurious to be like-minded partners in the work of preparing every student for success in college and career.
- **Acknowledge Alliance** – Dr. Lisa Medoff and the staff at the Acknowledge Alliance (formerly the Cleo Eulau Center for Resilience) have been close partners in the development of Summit’s Habits of Success framework. Dr. Medoff is an educational psychologist who teaches undergraduate and graduate courses at Stanford University,

works with the Acknowledge Alliance, and has her own clinical practice in Mountain View, California

- **David Yeager** – Dr. Yeager is a researcher and professor of educational psychology at the University of Texas – Austin. His work primarily centers on behavioral factors in student learning, with a focus on mindsets. A protégé of Dr. Carol Dweck at Stanford University, Dr. Yeager and his research assistants consistently work with leading university and foundations to develop effective mindset interventions. His research directly informed Summit's self-directed learning cycle.
- **The Khan Academy** – Summit was one of the earliest school partners with the Khan Academy, and Summit continues to work closely with the organization to ensure that our mathematics curriculum is meeting the unique needs of all learners.
- **Activate Instruction** – In collaboration with Illuminate Education and the Girard Foundation, Summit developed Activate Instruction, a perpetually free, open educational resource for anyone in the world with the internet. Activate links assessment with curricular materials and is a rallying point for Summit teachers and students, who use it daily as a tool for personalizing instruction.
- **The Carnegie Foundation's Student Agency Improvement Community** – As a member of this learning community, Summit is developing and testing research-based social-emotional interventions with students.
- **SRI International** – In partnership with SRI, Summit is working to define measures for assessing students' Emotional Intelligence and Self-Directed Learning behaviors.

Summit educators also studied the following standards and research to create the Content Guides and Cognitive Skills Rubric: AAC&U College Learning for the New Global Century; ACT College Ready Standards; Advanced Placement materials; American Council on the Teaching of Foreign Languages; Assessment and Teaching of 21<sup>st</sup> Century Skills Taxonomy; College Knowledge (Conley); Common Core Literacy Standards; Common Core Mathematics Practice Standards; ConnectED's College and Career Ready Framework; CRESTT Measure of Workforce Readiness; EPIC's Key Cognitive Strategies & College and Career Readiness Framework; ETS Personal Potential Collegiate Index; JumpStart Financial Literacy K-12 Standards; National Academy of Science / Next Gen Science Standards; National Center for History in Schools Historical Thinking Standards; NWEA MAP / Descartes Continuum.



# **Attendance Policy**

## **2019-2020**

Summit is committed to building a consistent, positive environment for all its students, focusing on supportive relationships between students, faculty, and parents as a Summit community. We believe that the path to Personalized Learning and becoming a Self-Directed Learner ready for college and career begins with daily participation in the classroom where students are present, prepared, and connected.

Summit families and students each play a critical role in building this culture. Parent and guardians are responsible for ensuring their student arrives on time to school every school day either by drop off, carpool, or other safe transit. Students should have a safe way to get home after school or when they are done with their afterschool activities.

Students are expected to arrive on time every day school is in session and attend the full and complete school day. Students and parents are also responsible for working with teachers and mentors to keep students on track for the time they are absent from school.

If students struggle to meet our expectations of attendance, to embody our core characteristics, and to develop into responsible, college-going community members, Summit develops logical consequences where there is a focus on accountability, repairing harm, and reintegrating students into the community.

#### Family Expectations

Every student's parent or guardian is responsible for ensuring their child arrives on time to school every school day either by drop off, carpool, or other safe transit. Students should have a safe way to get home after school or when they are done with their afterschool activities.

Where notice prior to day of absence is possible, a student's parent/guardian must call the school to speak with the Dean of Operations or Office Assistant regarding the date(s) and time(s) their student will not attend class or leave a message on the attendance line with this information. Where advanced notice is not possible, parents/guardians should call the school before school begins on the day the student will be absent for all or part of the school day.

To ensure the well-being of all our students, Summit has closed campuses. Once students arrive, they are expected to stay on school grounds until the end of the regularly scheduled school day. Students can be excused during the day before dismissal if a parent/guardian picks them up from school directly. Parents/guardians can also give **written or verbal permission** for someone else to pick them up or for the student to be released on his/her own. Anyone who is not a parent/guardian picking up a student must be listed on file at the school as an emergency contact or pre-authorized by the parent/guardian for pick-up. Written permission may be a text or email from a phone number or email address, respectively, of someone authorized for pick-up. Verbal permission may be a call or voicemail from a verified phone number.

Whoever picks up the students is expected to check in at the front desk and sign the student out. Students may be released by phone by a parent/guardian or designee from a verified phone number. Parents picking up students at the end of the regularly scheduled school day do not need to sign their students out. When appropriate, Summit informs a parent/guardian when a student who is 18 or older signs in and/or out during the day.

Summit may excuse students from the school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian.

Summit values creating a safe, positive, and participatory environment for all students. Consistent student attendance is essential for this goal, and absences for any reason should be minimized or avoided when possible. Students will be considered to have an "excused" absence or tardy if they provide a written note signed by a parent or guardian that indicates they were absent because of illness, medical appointments, bereavement/death in the family, or appearance in court. Students or families are expected to provide this

note to the front desk upon the student returning to school. This note can be an email from the email account on file for the parent/guardian. Students who are absent or tardy for other reasons and/or do not have a note signed by a parent/guardian will be marked as unexcused.

Parents/guardians can also excuse an absence or tardy by calling the school phone from a verified phone number and either talking with the Dean of Operations or Office Assistant or leaving a voicemail with a valid excuse.

### Student Expectations

Students at Summit are expected to arrive on time to every class or meeting with their teachers and mentors, every day. This means being present for each class at the appropriate start time. Students know their class schedule, which room each class is in, what time it starts and ends, and know how to use time during passing and break periods to arrive to their next class or meeting on time.

Students who are late arriving to school are expected to sign in at the front desk and receive a pass before going immediately to class. Upon entering, students will provide teachers with the tardy pass and join the class with minimal disruption to teaching and learning. Students who are more than 30 minutes late without a valid excuse will be considered truant.

Students who are more than 30 minutes late or absent from class for more than 30 minutes without a valid excuse will be considered truant.

When a student is absent, it is their responsibility to make a plan that compensates for the time missed. A student who is absent is expected to email each teacher whose class they missed and the student's mentor, communicating the date, time, and reason behind their absence. When possible, this email should be sent well ahead of the absence. The student should communicate his/her plan to make up the missing work or activities and ask for feedback from the teacher. When necessary, the student may ask the teacher for input or may ask their mentor for support in making or managing such a plan.

Mentor check ins are incredibly important. Students are building relationships with their Mentor, who is the student's coach, advocate, and college counselor. Mentors are critical to supporting students in becoming Self-Directed Learners, and building skills which will support them in college and throughout their careers. Students must contact their Mentor in person or via email to arrange another time to meet when they will be absent during their regularly scheduled check in. Where advanced notice is not possible, students must contact their Mentor in person or via email as soon as they are able to arrange another time to check in.

### Excusing Absences or Tardies

Absences and tardies from school shall be excused only for health reasons, family emergencies and justifiable personal reasons. A student's absence and tardy shall be excused for the following reasons:

**Note: The school has the discretion to include other reasons that are considered valid excuses.**

1. Personal illness
  - a. When a student has had more than 2 consecutive absences and/or 10 total absences in the school year for illness, any further absences for illness must be verified by a physician to be excused.
2. Quarantine under the direction of a county or city health officer;
3. Medical, dental, optometrical, chiropractic or psychiatric/counseling appointments;
4. Attendance at funeral services for a member of the immediate family:
  - a. Excused absence in this instance shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state.
  - b. "Immediate family" shall be defined as mother, father, grandmother, grandfather, spouse,

son/son-in-law, daughter/ daughter-in-law, brother, sister or any relative living in the student's immediate household

5. Jury duty in the manner provided by law;
6. Justifiable personal reasons, when accompanied by a written request by the parent or guardian and approved by the School Leader or his/her designee, including, but not limited to:
  - a. Appearance in court
  - b. Attendance at a funeral service
  - c. Observance of a holiday or ceremony of his/her religion
  - d. Attendance at religious retreats
  - e. Attendance at an employment conference
  - f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization
7. Serving as a member of a precinct board for an election pursuant to Elections Code § 12302.
8. Spending time with a member of the pupil's immediate family, who is an active duty of the uniformed services and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position. Absences granted pursuant to this section shall be granted for a period of time to be determined at the discretion of the Executive Director.
9. If a student is the custodial parent of a child, his/her absence shall be excused when the child is ill or has a medical appointment during school hours.
10. For the purpose of attending the pupil's naturalization ceremony to become a United States citizen.

Students absent for the reasons deemed "excused" shall be allowed to complete all assignments and tests missed during the absence that can be reasonably provided and, upon satisfactory completion within a reasonable period of time, shall be given full credit therefor. The teacher of the class from which a student is absent shall determine which tests and assignments shall be reasonably equivalent to, but not necessarily identical to, the tests and assignments that the student missed during the absence.

When students who have been absent return to school, they must present a satisfactory explanation verifying the reason for the absence. The following methods may be used to verify student absences:

1. Written or email note to School Leader, Dean of Operations or Office Assistant from a parent/guardian.
2. Conversation, in person or by telephone, between the School Leader, Dean of Operations or Office Assistant verifying employee and the student's parent/guardian. The employee shall subsequently record the following:
  - a. Name of student;
  - b. Name of parent/guardian;
  - c. Name of verifying employee;
  - d. Date or dates of absence; and
  - e. Reason for absence.
3. Visit to the student's home by the verifying employee, or any other reasonable method, which establishes the fact that the student was absent for the reasons stated. A written recording shall be made, including information outlined above.
4. Physician's verification
  - a. When excusing students for confidential medical services or verifying such appointments, School staff shall not ask the purpose of such appointments but may contact a medical office to confirm the time of the appointment.
  - b. When a student has had more than 2 consecutive absences and/or 10 total absences in the school year for illness verified by methods listed in #1-#3 above, any further absences for illness must be verified by a physician.

**Satisfactory explanation must be provided within 5 school days of return to school in order for the**

**absence to be excused.**

Insofar as class participation is an integral part of students' learning experiences, parents/guardians and students shall be encouraged to schedule medical appointments during non-school hours.

At the beginning of each academic year, notifications shall be sent to the parents/guardians of all students and to all students in grades 7 through 12, informing them that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian.

Students in grades K-6 should not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency. Students in grades 7-12 should not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency or confidential medical appointments.

All excused tardies requires appropriate verification and documentation.

Excessive Absences or Tardies

If students struggle to meet our expectations of attendance, to embody our core characteristics and to develop into responsible, college-going community members, Summit Public Schools develops logical consequences where there is a focus on accountability, repairing harm and reintegrating students into the community.

The objective of our absence and truancy policy is for students to attend school consistently so that they are advancing towards their academic goals and are contributing members of our school community. Like our graduated discipline plan, we have increasing levels of interventions to support students and families in meeting this objective.

Note that in the table below, all counts of absences and tardies are for a single school year.

Trigger	Concern	School actions
2 unexcused full day absences <u>OR</u> 2 unexcused tardies or class session absences during the day <u>OR</u> combination thereof	<b>Student is at risk for truant behavior</b>	<ul style="list-style-type: none"><li>• Send Truancy Letter #1 with copy of the truancy policy and make phone call home.</li></ul>
3 unexcused full day absences <u>OR</u> 3 unexcused tardies or class session absences during the day	<b>First notification of truancy</b>	<ul style="list-style-type: none"><li>• Send Truancy Letter #2.<ul style="list-style-type: none"><li>○ The first time a truancy report is required, the pupil may be personally given a written warning by any peace officer specified in Section 830.1 of the Penal Code.</li><li>○ A record of written warning may be kept at the school for a period of not less than two years, or until the pupil graduates or transfers, from that</li></ul></li></ul>

<p>exceeding 30 minutes <u>OR</u> combination thereof</p>		<p>school. If the pupil transfers, the record may be forwarded to any school receiving the pupil's school records.</p> <ul style="list-style-type: none"> <li>○ A record of the written warning may be maintained by the law enforcement agency in accordance with that law enforcement agency's policies and procedures.</li> <li>● Hold Attendance Restorative Conference with student, mentor and school leader.</li> <li>● Schools must be available if families request a meeting.</li> <li>● [Student may also be required to attend makeup classes conducted on one day of a weekend.]</li> </ul>
<p>4 unexcused full day absences <u>OR</u> 4 unexcused tardies or class session absences during the day exceeding 30 minutes <u>OR</u> combination thereof</p>	<p><b>Second notification of truancy</b></p>	<ul style="list-style-type: none"> <li>● Send Truancy Letter #3.</li> <li>● Hold Attendance Review Meeting with student, family, and school leader to discuss the root causes of the attendance issue and develop a joint plan to improve the student's attendance.</li> <li>● [Student may also be assigned by the school to an after-school or weekend study program located within the same county as the student's school. If the student fails to successfully complete the assigned study program, the student shall be subject to classification as a habitual truant.]</li> </ul>
<p>5 unexcused full day absences <u>OR</u> 5 unexcused tardies or class session absences during the day exceeding 30 minutes <u>OR</u> combination thereof</p>	<p><b>Third notification of truancy; student is habitual truant</b></p>	<ul style="list-style-type: none"> <li>● Send Truancy Letter #4.</li> <li>● Refer student to a school attendance review board (SARB) or to the county probation department; student, parent and referrer must attend.</li> <li>● Student may also be referred to a probation officer or district attorney mediation program pursuant.</li> <li>● If the student does not successfully complete the truancy mediation program or other similar program, the student shall be subject to the jurisdiction of the juvenile court.</li> </ul>
<p>6 unexcused full day absences <u>OR</u> 6 unexcused tardies or class session absences during the day exceeding 30 minutes <u>OR</u> combination thereof</p>	<p><b>Fourth notification of truancy</b></p>	<ul style="list-style-type: none"> <li>● The student shall be within the jurisdiction of the juvenile court that may adjudge the pupil to be a ward of the court. If the student is adjudged a ward of the court, the student shall be required to do one of the following: <ul style="list-style-type: none"> <li>○ Performance at court-approved community services sponsored by either a public or private nonprofit agency for not less than 20 hours but not more than 40 hours over a period not to exceed 90 days, during a time other than the student's hours of school attendance or employment. The probation officer shall report to the court the failure of the student to comply with this paragraph.</li> </ul> </li> </ul>



		<ul style="list-style-type: none"> <li>○ Payment of a fine by the student of not more than fifty dollars for which a parent or legal guardian of the student may be jointly liable.</li> <li>○ Attendance of a court-approved truancy prevention program.</li> <li>○ Suspension or revocation of driving privileges. This subdivision shall apply only to a student who has attended a school attendance review board program, a program operated by a probation department acting as a school attendance review board, or a truancy mediation program.</li> </ul>
<p>Absent from school without a valid excuse for 10% or more of the school days in one school year, from the date of enrollment to the current date</p>	<p><b>Student is chronic truant</b></p>	<ul style="list-style-type: none"> <li>● Send Chronic Truancy Letter</li> <li>● A District Attorney may exercise his or her authority to charge the parent of a chronically truant student with a criminal misdemeanor, under Penal Code section 270.1, when the guardian has failed to reasonably supervise and encourage the child's attendance. This may result in fines or imprisonment for the parent/guardian.</li> </ul>



## Summary of Typical Support Systems for a Student

This is an overview of the supports that students with varying levels of need may receive. Individual student experiences may vary. During Personalized Learning Plan Meetings between the student, his/her parent or guardian, and his/her mentor, families are made aware of student supports available and a specific plan is created to best support the individual student.

Student Experience	Faculty Expectations	Resources
<b>Level 5 - Students require all mainstream supports, plus special education to be prepared</b>		
Special Education Program: ✓ Resource support ✓ Speech and language therapy ✓ Occupational therapy ✓ Audiological services ✓ School-based mental health counseling ✓ Modifications to program / curriculum	✓ Collaborate in the creation of IEP ✓ Provide input and evidence of students' present levels of performance ✓ Attend IEP meetings as needed ✓ Implement modifications / accommodations	✓ Program specialist ✓ Resource specialist ✓ School psychologist ✓ Contracted therapists ✓ 15 to 20% of administrators' time
<b>Level 4 - Students require level one, two, and three, plus level four mainstream supports to be prepared</b>		
✓ Summit Solves Level 3 (math intervention for students significantly below grade level) ✓ Summit Reads Level 3 (reading intervention for students significantly below grade level) ✓ Positive Behavior Intervention Plans ✓ 504 plan with accommodations ✓ Extensive personal mentor support ✓ Grade level interventions / plans	✓ Implement PBIS	✓ 10 to 15% of administrators' time ✓ Intervention documentation template ✓ 540 plan template and policy
<b>Level 3 - Students required level one, level two supports, and level three mainstream supports to be prepared</b>		
✓ Summit Solves Level 3 (math intervention for students significantly below grade level) ✓ Summit Reads Level 3 (reading intervention for students significantly below grade level) ✓ Restorative Justice to address behaviors ✓ Additional mentor support	✓ Email and phone contact with home	✓ Scheduled, coordinated time with students needing additional support ✓ Designated grading days
<b>Level 2 - Students require level one program plus additional mainstream supports to be prepared</b>		

<ul style="list-style-type: none"> <li>✓ Summit Solves (math intervention for students approaching grade level)</li> <li>✓ Graduated Discipline Plan</li> </ul>	<ul style="list-style-type: none"> <li>✓ Consistent expectations for delivery of work on time</li> </ul>	<ul style="list-style-type: none"> <li>✓ A clear system for supporting assignment completion, resulting in ability to plan classes accordingly</li> <li>✓ Culture of revision and redemption</li> </ul>
<ul style="list-style-type: none"> <li>✓ Peer Tutoring</li> </ul>		
<b>Level 1 - Students are prepared through basic mainstream program</b>		
<ul style="list-style-type: none"> <li>✓ Daily classroom experience</li> <li>✓ Regular Community participation</li> <li>✓ PLP development and annual meeting</li> <li>✓ Self-directed learning time</li> </ul>	<ul style="list-style-type: none"> <li>✓ Course content is CA standards based or common core based</li> <li>✓ Student centered pedagogy</li> <li>✓ Vertically and interdisciplinary planned curriculum for skill development – includes spiraling</li> <li>✓ Differentiated instruction</li> <li>✓ All students are engaged (talking about and manipulating content 90% of each class period)</li> <li>✓ Longer assignments are chunked with frequent checks</li> <li>✓ 100% extended time for all on tests and exams</li> <li>✓ No more than one mastery in total schedule / per day</li> <li>✓ Mentor teaches academic literacy skills</li> <li>✓ Extensive scaffolding is used to support skill development</li> <li>✓ No assigned work during vacation</li> <li>✓ Students are assessed using multiple modes</li> <li>✓ Assessments are designed to allow students to demonstrate mastery of course content standards</li> <li>✓ SDAIE methodology</li> <li>✓ Common behavior norms / expectations with consistent follow-through</li> </ul>	<ul style="list-style-type: none"> <li>✓ 38 days for professional development, collaborative planning and student logistics</li> <li>✓ Common planning time with vertical team daily</li> <li>✓ 1 hour grade level team meetings weekly</li> <li>✓ 4 sections only</li> <li>✓ Class size of 27</li> <li>✓ 1 prep only</li> <li>✓ 110 students max</li> <li>✓ Uninterrupted teaching time (no assembly schedules, minimum days, announcements, etc...)</li> <li>✓ Peer coaching</li> <li>✓ Induction mentors</li> <li>✓ Existing / developed curriculum for each course (available to all)</li> <li>✓ 25% time administrator for support on Grade-level teams</li> <li>✓ Existing / developed curriculum for all times of the day and resources and professional develop</li> <li>✓ Personalized Learning Plans for Professionals connected to professional development</li> <li>✓ Decision-making authority in school policy and procedure</li> </ul>

PBIS: Positive Behavior Intervention Plans

SDAIE: Specially designed academic instruction in English

# Summit Public Schools

## Compensation Policy for 2020-2022

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### *Introduction*

In 2016, Summit performed a review of our organization's compensation structure and proposed a new plan. As a part of that plan, we agreed that compensation would be revisited in 2019 (committing to the same three-year timeline that was put in place in 2013).

The assessment of the existing compensation plan required we gather data from multiple sources:

- **Internal data**

- Organization-wide compensation survey given in November 2019. The survey was completed by 342 people (representing 66% of Summit employees at that time). The results of this survey were compared against the results of the survey given in 2016 (in which 178 employees participated representing 63% of the organization) to understand how perceptions of Summit's compensation have changed over time.
- Focus group interviews with 24 Summit employees who represent the diverse backgrounds and roles within the organization. These employees were randomly selected to participate in one of five scheduled meetings.
- 30 office-hour sessions attended by 44 faculty members held from December 2019 to January 2020.
- Over 100 questions asked in meeting discussions and through email. Questions were compiled into an FAQ document and organized into categories.
- Exit survey data from the past three years.
- Data on employee use of current compensation components (including parental leave, retirement, and benefits).
- Current job description, salary, level, and step data.

- **External data**

- Salary and benefits data from districts where our Summit schools are located.
- Comparable salary and benefits data from three market studies: Charter Schools Growth Fund/KIPP National Compensation Study, Northern California Fair Pay Study, and Economic Research Institute NonProfit Compensation Analysis. These three studies are used to determine salaries for non-instructional positions.
- Interviews with 8 high-performing local and nationwide CMO's of comparable/larger size. We contacted the Charter School Growth Fund for recommendations on who we should talk to and reached out to connections from our network.

This compensation policy is the culmination of this process. It will be effective July 1, 2020 to June 30, 2022. While the previous compensation policies were in effect for three years, the rapidly changing and volatile nature of factors affecting compensation led us to propose this policy be revisited in two years.

## ***Organization of this Document***

This proposal is organized into the following sections:

### **Section 1: Complete 2020 Compensation Proposal**

- Foundational Assumptions
- Base Pay Compensation for TEACHING FACULTY
- Base Pay Compensation for NON-TEACHING FACULTY
- Paid Time Off
- Health, Dental, & Vision Insurance
- Retirement
- Evaluation
- Professional Development

### **Section 2: Appendices**

- Continuing Dialogue
- Choices we made when revising the proposal (Things we did not include).
- FAQs
- Historical Compensation Updates
  - Parental Leave Cap
  - Compensation Approval
  - Salary Range for New Offers
  - Incoming Years Cap
  - Home Base and Mileage Reimbursement

# Section 1: Complete 2020 Compensation Proposal

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## Foundational Assumptions

Summit's Compensation Policy is built upon the following foundational assumptions:

- Employees who stay in the organization will improve every year
- Improvement translates to serving our students, families and each other better
- As a result of improving and serving others better, employees should receive increases in compensation every year
- Employees (in education in general, but also specifically at Summit) value transparent and predictable compensation systems
- Our employees believe strongly that people in our organization should be compensated for:
  - Expertise / Technical Knowledge
  - Performance of Job Duties
  - Achievement of Goals
  - Degree of Responsibility
  - Skill in Managing People (for those roles directly responsible for managing people)
- Employees should be paid what it would cost to hire a person of comparable background and experience for their given role, if we were to look to today's market for talent to hire their replacement.
- Sustainability: It is very important that our schools are sustainable on the state and federal allocation.
  - We want to be certain that our schools can survive (thrive) even if philanthropy dries up or is variable year to year.
  - It would be difficult to continue to be authorized if we were not sustainable. Districts look closely at our financials. Through our charters, we commit to being sustainable. "Financial problems" is one of the legal reasons to shut down a school.
  - To be a replicable model, we need to operate on publically available money. If it takes philanthropy to run our fully-grown schools then we cannot stand as a model/proof point for public education.

## Base Pay Compensation for TEACHING FACULTY

### Proposal:

- We have defined our comparable market as high performing charter school management organizations.
  - Publication of teacher pay scales is not currently a common practice among charter schools, making it difficult to collect accurate and reliable data to benchmark teacher base pay against our ideal comparable market.
  - Because district data is publically available, we will use the salary schedules of the districts in which our schools are located to benchmark teacher pay as outlined below.
  - If and when more data on teacher base pay among high performing charter schools becomes available, we will adjust our policy to ensure we benchmark against the comparable market we've identified.
- For all school-site teaching faculty, SPS will publish a pay scale which shows the pay range by years of experience in teaching.
  - There will be a California scale and a Washington scale.
  - You can access the CA scale [here](#) and WA scale [here](#).

- We will continue to use the Low, Medium, and High scales.
  - We will base the Mid Year 4 Salary on the weighted average of the salaries for “BA +30 units” in the districts where we are located.
    - Like the current SPS scale, the “High” salary scale at each step (year) will be calculated as the weighted average of BA+30, plus 5%
    - Like the current SPS scale, the “Low” salary scale at each step (year) will be calculated as the weighted average of BA+30, less 5%
  - Consistent with the 2013 and 2016 policies, Low/Med/High will be determined as follows:
    - Low = teachers in the process of earning relevant credentials at the time of offer.
    - Mid = teachers with credentials or a relevant advanced degree.
    - High = teachers with credentials and relevant advanced degrees. Relevant degrees are considered degrees where a majority of the learning is directly applicable to your role.
- We will continue with the “Summit Experience Stipend” for Instructional faculty who have stayed in the classroom:
  - When an instructional faculty member begins their 3rd and 4th year as a full-time Summit teacher, they will receive an additional \$2,000 stipend on top of salary (as indicated by the step and level on the SPS Base Pay instructional faculty scale). They will continue to receive this stipend for Year 4 as long as they remain full-time in the classroom and this policy remains in place.
  - When an instructional faculty member begins their 5th year as a full-time Summit teacher, they will receive an additional \$5,000 stipend on top of salary (as indicated by the step and level on the SPS Base Pay instructional faculty scale.) This additional stipend will continue every subsequent year as long as they remain as a full-time teacher in the classroom and this policy remains in place.
  - Stipends for part-time teachers will be considered on a prorated basis.
- For each additional step (year), base pay increases by 4%.
  - In 2016, we decided on a 4% increase between years of experience because that was the average increase when looking at the weighted average for district scales.
  - Eligibility for the 4% annual increase is dependant on an employee’s start date as follows:
    - Employees with a start date before November 1 are eligible for the full 4% increase the following year
    - Employees with a start date between November 1 and February 29 are eligible for a 2% increase
    - Employees with a start date on or after March 1 will not be eligible for an increase that year
- We will cap our salary scale steps at Year 15. (After Year 15, there will be COLA increases only.) This is a higher cap than most of our local peer districts.
  - If any current SPS teacher is already above the cap as of February 2020, they will continue on with their same salary, adjusted annually by COLA rather than 4%. We will not decrease salary due to this one-time calibration.
    - COLA is a Cost of Living Adjustment, and is based on changes to the Consumer Price Index (CPI) distributed by the Bureau of Labor Statistics (BLS) for the Consolidated Metropolitan Statistical Area (CMSA) covering San Francisco - Oakland - San Jose and Seattle - Tacoma - Bellevue.
      - The source of CPI data for the California region is the [Association of Bay Area Governments \(ABAG\) website](#).
      - The source of CPI data for the Washington region is the [U.S. Bureau of Labor Statistics \(BLS\) website](#).



- The COLA is the change in the prior year Annual Average CPI over the year preceding it. For example, the percentage increase in the 2017 Annual Average over the 2016 Annual Average is the COLA to be used in the 18-19 budget planning process for pay increases effective in 2019-20.
- The salary schedule will be recalibrated to the district salary every year. This will allow us to remain more competitive with local markets, as local salaries and cost-of-living can often change quickly. It will be based on publicly available scales as of Feb 15 preceding the start of the new year.
- In any year, if district scales decrease, we will not adjust the scale for current employees. No SPS employee continuing in the same position will see a pay decrease due to recalibration of scales, and all current employees will be eligible for the annual 4% increase as long as this policy exists.
- The default is for every teacher to advance one year on the scale every year. This is a 4% raise each year. Executive Directors have the discretion to not grant a raise, if improvement hasn't occurred during that year. This would be the equivalent of "repeating" a year on the scale.
  - Teachers will be notified of their pay for the coming year by March 31 preceding the start of the new year. Raises will take effect on the first working day of each fiscal year.
- For new-hires (or faculty returning to teaching), a year of experience will be granted for each full year of employment as the following:
  - Internal: Teaching in an SPS school as an employee of SPS
  - External, full-time, lead teaching experience in a semester/year-long setting in the following contexts:
    - Grades K-12 in a public or private school
    - The equivalent of K-12 in a non-profit or international organization
    - College-level teaching in a subject directly applicable to your credentialed subject at Summit (ie, foreign language for Spanish teachers, Art for an Arts Expeditions teacher)
  - Instructional coaching or management at SPS, including:
    - Academic program management
    - Curriculum development and creation
    - School leadership at an SPS school
  - A maximum of ten lateral years may be transferred for an external new teacher hire.
    - For example, if an external teacher is hired with 12 years of teaching experience as a 9th grade teacher, they would be placed at Year 11 on the Summit teacher salary scale
- Teachers who provide internal coverage will be compensated at a rate that is in line with what sites are currently paying for external substitutes.
- CA Teachers will have the option of a 12 month or 11 month pay cycle.
  - Teachers will make their election prior to the start of the new school year and they will not be able to change their election mid-year.
  - If a teacher does not specify their choice between a 12 or 11 month pay cycle, they will default to the 11 month pay cycle.
  - Teachers hired mid-year will default to the 11 month pay cycle.
- WA teachers will continue to be on a 12 month pay cycle.

### **Why we like this proposal?**

We like this proposal for the following reasons:

- Compensates teachers for what we value:
  - Performing the duties of your job
  - Meeting goals associated with your role
  - The expertise you bring to your specific role

- Summit experience
- Provides predictable increases for improvement and growth.
- Incentivizes people to get better every year.
- Ensures that we all work with high performing peers
- Confirms that we have been competitive in our local markets and will continue to be.
- Ensures that we are financially responsible

### **What happens next?**

- In February 2020, we will pull all of the publically available scales for our districts. We will use these to create two SPS teaching scales, one for WA and one CA.
- These scales will be published in March. Each continuing teacher will also receive a letter informing them of his 2020/21 school-year salary. Salary changes go into effect August 1.
  - The final scales will be linked above when available.
- In any year, if district scales decrease, we will not downward adjust the scale for current employees. No SPS employee continuing in the same position will see a pay decrease due to recalibration of scales, and all current employees will be eligible for the annual 4% increase.
- Finance and Talent will collaborate to create a system for teachers to be paid for substituting and provide training to school leaders to support its implementation.
- Finance and Talent will collaborate to create a process for CA teachers to elect a 12 or 11 month pay cycle.

## **Base Pay Compensation for NON-TEACHING FACULTY**

### **Proposal:**

- We have defined our comparable market as:
  1. high performing charter school management organizations and
  2. local nonprofits
- For each position, SPS will research the market pay for comparable roles using data from one of these three sources, used in this order:
  - Charter Schools Growth Fund/KIPP National Compensation Study
  - Northern California Fair Pay Study
  - Economic Research Institute NonProfit Compensation Analysis (CA only)
- To determine the comparable salary “average,” we look at the size of the organization (as determined by budget) and the 75% paypoint.
  - The average assumes that the employee has four years of experience in that position (same level of responsibility, same skills, same expertise).
  - That average is used to define the SPS Year 4 salary for a given role.
- Once we have the average, we determine salary for employees based on their number of years of experience. Each year of experience increases salary by 4%, in line with the 4% annual increases we’ve committed to.
- SPS will publish Year 4 salaries for all non-instructional positions. While this will not show individual employee salaries, it will allow everyone to understand the relevant market pay by position and honor our commitment to transparency.
- Like with our teaching proposal, the default is for each home office-based faculty to have a 4% increase in their salary each year. New salaries inclusive of this 4% will be communicated in March (effective July 1). Team leaders have discretion to not grant the 4% increase, if improvement hasn’t occurred during the year.

- Eligibility for the 4% annual increase is dependant on an employee's start date as follows:
  - Employees with a start date before November 1 are eligible for the full 4% increase the following year
  - Employees with a start date between November 1 and February 29 are eligible for a 2% increase
  - Employees with a start date on or after March 1 will not be eligible for an increase that July
- Hiring managers will be given a range around a candidate's years of experience and will have flexibility within that range and within their team's budget to make decisions about setting salaries for new hires. Given challenges with execution of this, systems will be set up to support implementation and hiring managers will be trained on them.
- The salary schedule will be recalibrated every two years based on the most current compensation studies available on Feb 15. Salary adjustments will be effective July 1.
  - Given the number of unique positions, we do not have the resources to recalibrate every year. Additionally, our primary study - Charter Schools Growth Fund - is published every two years.
  - If this proposal is approved, we will recomp all non-instructional positions in February of 2021. If the Year 4 on the new scales has increased from the Year 4 of a current employee's scale, and the percentage difference of the change is greater than the expected 4% annual raise, that employee will receive the equivalent percentage increase as a raise.
  - If the "market rate" for a position has decreased, we will not downward adjust salaries of current employees. No SPS employee continuing in the same position will see a pay decrease due to recalibration of salary ranges, and all current employees will be eligible for the annual 4% increase.

### **Why we like this proposal?**

We like this proposal because:

- It is consistent in approach and with most mechanics used in the teaching proposal.
- It provides predictable increases for improvement and growth.
- It keeps us competitive with our market.
  - While a "scale" is standard in the teaching profession, it is not standard in the market for non-teaching employees. Adherence to a scale can make SPS less competitive.
- It offers increased transparency about scales and processes for determining them
- It acknowledges challenges in implementation and offers a commitment to improve execution

### **What happens next?**

- Based on the compensation studies available in February 2021 (our primary study, CSGF, is released every 2-years), we will recomp every non-instructional salary.
  - If the Year 4 on the new scales has increased from the Year 4 of a current employee's scale, that employee will receive the equivalent percentage increase as a raise. They will be notified of this raise in March. Raises will take effect July 1.
  - If the "market rate" for a position has decreased, we will not decrease pay for current employees. No SPS employee continuing in the same position will see a pay decrease due to recalibration of scales, and all current employees will be eligible for the annual 4% increase.
- A list of all of these adjusted salaries will be published to the organization.
- Talent will publish information about the process used to determine scales for non-teaching roles and placement on these scales

- Talent will develop a system to implement the range hiring managers can use to make new hire offers and train them on this system.

## Paid Time Off

In addition to the foundational assumptions listed above, we also believe:

- high-performing employees will put the interests of students and their professional responsibilities first and will make good decisions on behalf of the organization.
- each employee is an individual and values different things when it comes to paid leave. A one-size fits all approach does not work.

## Proposal:

<u>Paid Leave Type</u>	<u>Leave Allocation</u>
Holidays	<ol style="list-style-type: none"> <li>1. New Year's Day</li> <li>2. Martin Luther King</li> <li>3. President's Day</li> <li>4. Memorial Day</li> <li>5. Fourth of July (this holiday only applies to 12-month employees)</li> <li>6. Labor Day</li> <li>7. Veteran's Day</li> <li>8. Thanksgiving Day</li> <li>9. Day after Thanksgiving</li> <li>10. Christmas Eve</li> <li>11. Christmas Day</li> </ol>
Organization-wide Closure	<p>Summit Public Schools closes three times per year. The school sites and the home office are physically closed during these periods and no one is expected to work:</p> <ul style="list-style-type: none"> <li>• <b>The week of July 4th.</b> If July 4th falls on Saturday, the closure is the week before. If July 4th falls on Sunday, the closure is the week afterward (5 days).</li> <li>• <b>The week of Thanksgiving</b> (5 days).</li> <li>• <b>December 24 through January 1</b> (9 days). If Christmas Eve, Christmas Day or New Year's day falls on a Saturday, the Friday before is the observed holiday. If the holiday is on a Sunday, the Monday afterward is the observed holiday (this may increase the number of days closed).</li> </ul>
School-site Closures	<p>School-site closures are days designated by sites. On these days, the physical school sites are closed and no site-based employees are required to work:</p> <ol style="list-style-type: none"> <li>1. <b>Cesar Chavez Day</b></li> <li>2. <b>Spring Break</b> (the one-week period the school site is closed for Spring Break)</li> <li>3. <b>Winter Break</b> (the two-week period the school site is closed in December and January)</li> </ol>

Personal Days	Summit has a take-what-you-need (TWYN) policy for personal days off that is based on employee and manager discretion. Approval is needed for two or more consecutive days of leave. Take-what-you-need applies to exempt employees only.
Sick Days	3 days, per year
Maternity and Paternity Leave	<p>Every faculty member receives at least 2 weeks of paid leave, per birth or adoption event.</p> <p>Starting in their third year, faculty will earn an additional week of paid maternity/ parental leave for each additional year of tenure.</p> <p>For example, a first year or second year faculty member would each have 2 weeks of paid parental leave; a faculty member who has been with Summit for five full years would have 5 weeks of paid parental leave (2 that all faculty receive + 3 for their third, fourth, and fifth years of tenure). Accrual of additional paid weeks will be capped at 10-weeks.</p> <p>See the <a href="#">employee handbook</a> on TriNet for more details</p>
Bereavement Leave	5 days, per year
Jury Duty	5 paid days, per year. After that, any remaining jury duty days will be unpaid. (Maximum number of days taken will be defined by the court.)

In order to ensure that the values we have articulated for Paid Time Off are upheld, we will commit to:

- Developing a training for managers that will ensure the policy is well-understood by all faculty, and that it is implemented consistently across all school sites and teams.
- Developing a system to support implementation of the take what you need policy at all school sites.
- Expanding the pool of high-quality substitutes. Teacher Residents will be able to act as substitute teachers for no more than 20 days per year at their school site to support challenges with internal coverage when teachers request time off.
  - These 20 days include the days the Residents sub for their Cooperating Teachers when CTs have professional development, as well as any other days that Residents sub for their Cooperating Teachers.
- Compensating teachers for substituting when external coverage or teacher residents are not available.

#### Why we like this?

- It recognizes that a one-size fits all approach to vacation and time off doesn't align with the various and diverse personal lives and needs of our employees.
- It acknowledges that we can have a high quality, student facing organization, that serves students well, and at the same time enable people to attend weddings, visit relatives, travel, take a mental health day, recover from illness, etc...even if it is during times when school is in session.
- It honors a well known truth that many people throughout the organization work during "vacations" as they currently exist. But shutting down the organization through "org-wide" closure we protect quality vacation time.

- It creates a disciplined culture to ensure that for at least 20 days per year all of our employees are really taking time for themselves.

### **What happens next?**

- As part of this consensus process, many employees shared concerns about implementation of the Take-what-you-need policy. This proposal includes a commitment to ensure philosophy aligns with practice, including:
  - Development of training for managers, to facilitate consistent implementation of the policy
  - Development of systems for managers to implement policy with fidelity
- Talent and Summit Learning Teacher Residency team will collaborate to develop a system for residents to substitute
- Talent and Finance will collaborate on a system for teachers to provide internal coverage when external substitutes or teacher residents are not available and will get compensated for their hours. Talent will provide training to school leaders to support implementation.
- Talent will update training and resources about parental leave to provide more clarity to employees.

## **Health, Dental, & Vision Insurance**

Based on the survey feedback, we do not propose any changes to our current plan in CA. In WA, due to changes in the law, Summit is unable to offer plans to employees through Trinet. Employees must obtain their insurance through the state benefit program or find another provider.

### **Proposal:**

#### California

- SPS Insurance Benefits are managed through TriNet in CA. Complete information about the benefit offerings can be found on HRPassport.
  - The consensus process demonstrated a need to further educate employees about the benefits offered through TriNet. The Talent team is working on providing more visibility to things like commuter benefits and the employee assistance program TriNet provides.
- SPS offers Health, Dental, Vision, Life, Short-term Disability and Long-term Disability. We offer a large variety of plans and levels of coverage.
- For Health, Dental, and Vision insurance, SPS covers 75% of the premium for employees, regardless of plan or dependents.
- For any CA employees who opt out of health, dental and vision insurance, SPS offers an opt-out stipend.

#### Washington

- Benefits are managed through the state benefit program in WA

### **Why we like this?**

- Employees are happy with their insurance and we are able to keep benefits the same in CA while taking advantage of the state benefit program in WA
- There are opportunities to build awareness about benefits employees might not know about and be able to take advantage of

### **What happens next?**

- Per WA state law, SPS WA employees have already transitioned to the state benefit program as of January 1, 2020. Talent and Finance supported this transition and will continue to support SPS WA employees moving forward.
- Talent will develop training and resources to educate employees about benefits such as the employee assistance program and commuter benefits

## Retirement

Based on the external research, we propose changing the contribution for non-teaching faculty.

### Proposal:

- Eligible employees based on their position/job responsibilities are enrolled in their respective state plans, CALSTRS for CA employees and the WA Retirement Plan for WA employees.
  - Contribution rates for both the employee and employer are state mandated. When it comes to the state plans, we do not have any flexibility. All certificated teaching faculty must be enrolled in these plans and we cannot change the contribution rates.
  - Rates are determined by the state and can vary by year.
- Non-teaching employees are enrolled in a 401(a). Moving forward, the employer (SPS) contribution rate will be 10% of earnings. The employee contribution rate will continue to be 10.25% of earnings.
  - Based on external research, 10% is comparable with our peers. The previous employer (SPS) contribution of 12.58% was significantly above market. Reducing it brings us in line with the market.
  - Existing employees (and those hired before implementation of this policy on July 1, 2020) will be grandfathered for a period of 2 years, meaning their employer and employee contribution rates will remain at 12.58% and 10.25% respectively. Employer contribution rates for this group will be adjusted and aligned to the market rate on July 1, 2022.
  - New employees with a start date on or after July 1, 2020 will have employer and employee contribution rates of 10% and 10.25% respectively.
- We do not have the resources available to run additional retirement plans.

### Why we like this?

- We stay true to our foundational assumption of being in line with the market and being financially responsible.
- It acknowledges and aligns us on the assumptions that are foundational to this policy and our collective work.
- Grandfathering in current employees for a period of two years gives them time to prepare for the adjustment.
- Long-term, it prevents us from having a two-tiered system for employees of the same group (non-teaching faculty).

### What happens next?

- New employees with a start date on or after July 1, 2020 will be enrolled in the 401(a) at the new contribution rates.
- In two years, when we revisit our compensation policy, all faculty enrolled in the 401(a) will have their contribution rates adjusted to 10% of earnings for the employer and 10.25% of earnings for the employee.

## Evaluation

We do not propose any changes to our current plan for Evaluation.

### **In addition to the foundational assumptions, we also believe:**

- Effective evaluation includes high quality, timely, intentional conversations around performance and data.
- People should seek feedback and be open and responsive to it.
- Feedback should come from all different perspectives, not from a single manager or “boss”.
- People improve the most when they have a growth mindset and lots of timely and actionable feedback.

### **Proposals:**

- Ensure that every position in the organization has an accurate, robust job description.
- Select a suite of best practices for delivering and receiving timely, actionable feedback in a professional environment. Relentlessly develop everyone on these best practices. (For example, the way we have done with our meeting structures and roles)
- Build these best practices into the natural structures of our organization, so that everyone is consistently receiving timely, actionable feedback on their actual job performance and coaching use this feedback to grow.
- Define clear career pathways and make sure feedback is connected to growth along each person's desired career pathway.
- Continue to identify and develop quality reporting on data that is meaningful and relevant to each person's job performance. Make the data accessible.

### **Why we like this?**

- This feels like a really good use of our time and energy, whereas developing a complex evaluation system (which we've attempted multiple times) does not.
- It focuses feedback and evaluation on the jobs we actually do and want to grow into, versus the rubrics which are more about the skills that will ideally support the jobs we do.
- Personalized, data-driven feedback for adults is aligned with our student learning model and how we know people learn best.

### **What happens next?**

- Summit will continue to provide professional development, training and tools to managers to give honest, actionable and timely feedback to employees.

## Professional Development

We do not propose any changes to our current plan and remain committed to providing quality professional development and support the growth of all our employees.

### **In addition to the foundational assumptions, we also believe:**

- From day one we have deeply valued and invested in professional development.
- We believe that every job in the organization is complex and that every person has room for growth and development.



- We believe in giving people opportunities to seek new challenges and roles, and that they should be supported in developing the skills required for success.

### **Proposal:**

- CA high school teaching faculty engage in approximately 43 days of professional development during the year while WA and CA middle school faculty engage in professional development every Wednesday. Additionally, professional development is held before the school year begins.
  - For professional development days held in February, Summit teachers will devise a self-directed plan for the four days. They will share this plan with their coach, but will continue to be the decision maker on that plan.
  - Teachers have a full range of options for PD including opting into PD sessions offered by the Summit network, their own site, or any other type of PD they want to seek out or create.
- We believe the process of achieving a National Board Certification is a profound growth and learning opportunity for our teachers. Summit Public Schools will pay for the testing fees for National Board Certification (approximated at \$3,000) as a reimbursement to the candidate once certification is earned.
- Non-instructional faculty engage in professional development through team leads and all-organization events. Additionally, teams have budget allocation for external professional development.
- As part of the organization's shift towards a more student-centric, personalized learning environment for every student, Summit has a clear and compelling vision for every employee: Every faculty member is an empowered, self-directed and continuous learner who is improving outcomes every day.
- Therefore, just as the learning model must shift to better meet the needs of today's students, the learning model for adults must also be transformed to provide professional development.

### **Why we like this:**

- Moving towards self-directed PD in February shows that we value and trust our teachers. We know they are committed to learning and developing, and we trust them to make the best decisions on how to do that.
- Starting with four days opens the opportunity for self-directed PD to become more wide-spread as it becomes successful.
- This change also:
  - reduces the stress and pressure associated with having to travel to a different site for an organization-wide or regional PD session during specific hours.
  - provides an opportunity for self-direction and control that everyone wants, and recognizes that while the majority of a teacher's role is student facing or in collaboration with peers, there can be opportunities for growth that are personalized.
- This proposal values PD, and recognizes that one of the many things that sets Summit apart is our commitment to continuous growth and development on behalf of our students.

### **What happens next?**

- The compensation process in 2019 surfaced a significant number of questions regarding professional development. The network leadership team will launch and facilitate an organization-wide process to revise and clarify Summit's definition and approach to the content and pedagogy of professional development.
- The network leadership team will also launch and facilitate an organization-wide process to redesign Expeditions, in part to ensure that all teachers have access to an equal amount of professional development time.

## Section 2: Appendices

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### Continuing dialogue

As collective decision makers in this process, we are all in alignment that the policy outlined above will be implemented with fidelity from July 2020 to June 2022. Work will be done between now and July 1, 2020 to ensure we can implement and deliver on the commitments by engaging necessary stakeholders and teams.

We want to acknowledge that several people were very worried about implementation and wanted more clarity about next steps and timelines for various proposed system and process updates. As a way to maintain ourselves accountable and create a forum for compensation discussions outside of the formal consensus process, Talent will coordinate interim check-ins open to all Summit faculty where updates on progress will be shared, roadblocks will be discussed, and additional input can be provided. These interim check-ins will also create a space to address smaller clarifications or modifications to the policy once implementation begins. Examples of small clarifications and changes include prorating the 4% raise for mid-year hires and the inclusion of a 10-week cap on parental leave (both were made 10-months after implementation of the 2017 proposal). We will continue to honor the consensus process for larger policy changes in the 2-year timeline.

As we ramp up to implement the policy on July 1, these check-ins will happen on the last Wednesday of the month. The first check-in will be on Wednesday, February 26 and the second Wednesday, May 27. Future check-ins will be scheduled as needed for the duration of the policy when updates, clarifications, or amendments need to be made. Similar to this consensus process, the check ins will consist of org-wide communications and office hours.

### Choices we made when revising the proposal (Things we did not include).

We are incredibly appreciative of all of the comments, questions, ideas and additional proposals submitted by the Summit faculty during the process to create this proposal. Everyone's input is incredibly valuable and demonstrates a deep engagement in the process.

In total, there were 12 proposals submitted that proposed changes to different elements of the policy. These proposals were reviewed individually and collectively, evaluated against the decision making criteria we have committed to, and ultimately a decision was made on whether or not it would be included in this proposal. Summaries of all proposals, the outcome for each, and rationale for that decision can be found [here](#).

Some of the decisions around proposal outcomes merit additional discussion. Below are expanded explanations on some of the general themes that came up in conversations.

#### 1. Compensation for Extra Duties

Similar to the 2016 consensus process, there were questions and suggestions about providing extra stipends for teachers who volunteer to take on extra responsibilities such as serving as GLT or CLT leads or senior mentors. We discussed this at length with school leadership and focus groups of teachers. While we value these responsibilities and the teachers who take them on, we have decided not to include this as part of the policy for the same reasons called out in the past. First, we have a

relatively fixed amount of money for compensation. If we want to set aside funds for these sorts of stipends, then we will have less money available to put into base salary for everyone. Second, it becomes a very slippery slope when we choose certain responsibilities for which to offer extra compensation, as compared to others where we don't offer additional compensation. In the past, Summit and others have found that paying for these extra-duties creates calibration, selection, accountability and cultural problems.

We have chosen instead to pay all of our people as much as we can, and collectively help each other be our best.

This topic of "extra work" is also closely related questions around the role of the teacher. The Role of the Teacher document is the most meaningful and useful tool to clarify specific responsibilities, as it provides a prioritization schema for the Summit Teacher role. This document is updated every year.

## **2. Performance-based pay incentives**

Questions around performance-based pay also came up during this process. We previously had a system at Summit that was designed to compensate people for performance. We encountered the same problems that our peers expressed, which was why we decided to move away from performance-based pay in 2013. The current policy puts transparency and predictability (4% increase) above minor adjustments to pay based on measurable performance metrics.

This is something we have thought a lot about and considered. In the last year, we have interviewed many talent leaders about "performance-based pay" in education. We have also looked carefully at very complicated formulas to determine base pay, stipends, bonuses etc. Most of these leaders point to a variety of problems with performance based pay, including:

- Corrupting the use of data for student success by using it to determine raises.
- The need to have tightly calibrated job description and evaluation processes within the organization.
- No one told us definitely that tying compensation to student metrics correlated with improved student outcomes.

## **3. Publishing pay scales for teachers and non-instructional roles**

Some people asked if we were going to publish pay scales for both teachers and non-instructional faculty before asking for consensus on this policy. We understand that for each and every one of us, compensation is a very personal topic. But we also want to ensure our compensation policy is fair, consistent and transparent, and are asking for a thumbs-up on the policy: the foundational assumptions and process outlined above, rather than your own individual salary. We are not proposing any changes to those foundational assumptions and processes, thus publication of scales and Year 4 salaries should not impact the consensus process.

At a future date, we will publish:

1. Teacher salary scales for the upcoming school year, based on the weighted average of the publicly available salary scales for each of our market districts.
2. Year 4 salaries for non-instructional roles, based on the most recent version of our three primary studies.

We have also assured you that if you continue in the same role, your salary will not go down.

## FAQs

There were over 100 questions that were entered in the FAQ document. While we encourage everyone to read through the [FAQs](#), we wanted to share information on some of the most frequently discussed topics:

### 1. Total compensation costs for employees

We know that the cost of compensating employees is more than just base pay. We have discussed all the components of compensation many times during office hours, and wanted to make sure it was shared with everyone here.

At Summit, the major elements of everyone's compensation include:

- Base pay
- Health insurance (costs average about \$7,800 per year per employee, and increase at a rate of 10-12% per year)
- Retirement (CALSTRS employer contribution rates are increasing from ~12% to ~19% over the next few years. WATRS employer contributions are also expected to increase)
- Other benefits including life insurance, paid time off, paternity and maternity leaves, etc.

### 2. Selecting our markets and comparables for non-instructional roles

Questions around remaining competitive for non-instructional roles came up throughout this process. We want to ensure we attract and retain the best faculty possible, but also need to recognize that our market for non-instructional roles is other CMOs and local non-profits. Our market is not, and cannot be, for-profit companies because we do not have the same revenue opportunities as for-profit markets..

Related, many people wondered why we use the 75th percentile in our comp studies as our Year 4 salary peg. This is because:

- The typical number of years of experience in our studies is 4, according to leading researchers.
- Paying at the 75th percentile means that 75% of our peers pay less than we do for the same job. CA is one of the lowest funded states, so we are funded at a much lower rate than our peers in our primary study. We pay more than 75% of our peers, but are funded far below most.

### 3. Personal Time-Off Policy: Take-what-you-need

We received many comments about our time-off policy. Based on the survey results and these conversations, it became clear that the majority of our employees prefer a "take what you need" policy for a number of reasons, and that our current policy is strong. However, there is inconsistent and unclear implementation of this policy in many areas of the organization. Therefore, we have kept the take what you need time-off policy in this proposal, and will work to improve implementation in the coming months.

### 4. Parental Leave

Parental leave was another area of the policy that inspired many questions and comments. This consensus process demonstrated a need for more educational resources to help employees understand the complexities around parental leave and how state leave programs interact with the 2+ weeks that Summit provides as a part of this policy.

In summary, Summit parental leave is in addition to any time taken under partially paid or unpaid protected leave programs. It can be taken at any point while out on protected leave to supplement salary or extend total time-off (a combination of both is also possible). The amount of time an employee is out on parental leave (both through Summit and state programs) varies depending on their personal situation, as does the amount of pay received while on leave. The HR team is working on improving resources for employees and is available to talk through your personal situation or answer any lingering questions on the subject.

**5. Why do we need to be sustainable? (Or, why can't we just spend more on compensation?)**

It is very important that our schools are sustainable on the state and federal allocation.

- We want to be certain that our schools can survive (thrive) even if philanthropy dries up or is variable year to year.
- It would be difficult to continue to be authorized if we were not sustainable. Districts look closely at our financials. Through our charters, we commit to being sustainable. "Financial problems" is one of the legal reasons to shut down a school.
- To be a replicable model, we need to operate on publically available money. If it takes philanthropy to run our fully-grown schools then we cannot stand as a model/proof point for public education.

**6. Where does the money come from to pay non-instructional employees?**

Non-instructional faculty who work directly in the service of schools are paid for by the school support service fees, which are paid from the schools to SPS. These positions (from Finance to HR) are paid for by public dollars and need to also be sustainable on public money.

There are several roles in our organization that do not directly serve our schools (e.g., Marshall Street). Employees in these roles are not funded by public funding, but are paid for with philanthropic funds. Some of our employees who serve our schools partially are also paid for with philanthropic funds, including the Chief Executive Officer and Chief Finance Officer.

## Historical Compensation Updates

The most current summary of proposed changes to the compensation policy for 2020 can be found [here](#).

In 2017, there were a few updates to the compensation policy that were shared and outlined in [this document](#). To increase the visibility and consolidate all compensation policy related information, we are moving that document to this appendix section. Where applicable, these clarifications and adjustments have been included in the policy outlined above.

### Parental Leave Cap

<p><b>Context</b></p>	<p>As part of the 2017 Compensation plan, we changed our parental leave policy. The changes to the policy were aimed at addressing concerns many of our employees had about our policy of giving 2 weeks to all employees, regardless of their tenure at Summit.</p> <p>The new policy was aimed to provide additional leave for employees who had been at Summit longer, in order to:</p> <ul style="list-style-type: none"> <li>● Allow employees who have been here longer to “accrue” parental leave, which is common at other education organizations.</li> <li>● Acknowledge that employee retention is valuable to the organization.</li> </ul> <p>The 2017 policy allowed for 1 additional week of leave for every year someone has been at Summit over two years. There was originally no cap included.</p>
<p><b>Clarification</b></p>	<p>This policy is amended to include a cap of 10 weeks.</p>
<p><b>Values</b></p>	<p><b>Responsibility</b> - We recognize that every year, we have more and more employees who have been with us for many years. While we want to extend parental leave benefits to them, we also must contain the costs of such a program.</p>
<p><b>Rationale/ Analysis</b></p>	<p>The cap of 10 weeks came about based on:</p> <ul style="list-style-type: none"> <li>● <b>Market Rate:</b> <ul style="list-style-type: none"> <li>○ Our charter school peers, according to CSGF, offer on average 4.7 weeks of fully-paid maternity leave and 3.4 weeks of fully-paid paternity leave, in addition to 2-3 weeks of PTO.</li> <li>○ We don’t have parental leave information from other non-profits, but do know that:           <ul style="list-style-type: none"> <li>■ 37% of non-profits in the Bay Area offer some kind of additional maternity/paternity benefit</li> <li>■ PTO at non-profits ranges from 3-6 weeks, depending on tenure with the organization.</li> </ul> </li> </ul> </li> </ul>

## Compensation Approval

<p><b>Context</b></p>	<p>Compensation is a crucially important part of making a job offer to a candidate, as well as dealing with internal transfers and promotions. Compensation is also an important factor as we think about equity across the organization.</p> <p>Given the importance of compensation in attracting, developing and retaining employees, we have created a process that allows for:</p> <ul style="list-style-type: none"> <li>• Timely decision-making</li> <li>• Consistency, given the lack of objectivity in parts of the process</li> <li>• Inclusion of multiple perspectives</li> </ul>
<p><b>Clarification</b></p>	<p>To address the needs stated above, we are implementing the following process:</p> <ol style="list-style-type: none"> <li>1. Job approval             <ol style="list-style-type: none"> <li>a. Need for position is identified by hiring manager</li> <li>b. Team lead works with CEO/Chief of Schools to approve role</li> <li>c. Talent approves a job description and proposes scale for the role</li> <li>d. The comparable and Year 4 salary for the role are approved by COO/CFO.</li> </ol> </li> <li>2. Candidates are screened for the role. As part of the screening process:             <ol style="list-style-type: none"> <li>a. The Talent team or Hiring Manager ensures candidates are aligned with the starting salary for the role</li> <li>b. The Talent team or Hiring Manager sends all final-round candidates a <u>form</u> to collect information on previous experience, including:                 <ol style="list-style-type: none"> <li>i. Describing our compensation process to the candidate</li> <li>ii. Asking them to provide descriptions of previous experience, including who they reported to, how many direct and indirect reports they managed, decision-making responsibilities and examples of projects they oversaw.</li> </ol> </li> <li>c. The Talent team provides initial recommendations for salaries for all final round candidates.</li> </ol> </li> <li>3. When we are ready to extend an offer:             <ol style="list-style-type: none"> <li>a. The Talent team will email the initial salary recommendation for the candidate, including all rationale, to a compensation committee.</li> <li>b. Within 24 hours, the committee members will:                 <ol style="list-style-type: none"> <li>i. Review the candidate's resume and response to the Candidate Experience Form.</li> <li>ii. Ask any questions over email</li> <li>iii. Give a thumbs-up over email if they are in agreement</li> </ol> </li> <li>c. If someone gives a thumbs down, per consensus policies, the member who gives a thumbs down must provide clear feedback about the reason behind their thumbs down, and provide an alternate proposal for the committee to respond to.</li> <li>d. There are a few cases where the final decision would not lie with this committee:                 <ol style="list-style-type: none"> <li>i. The current process for approving teacher salaries, which lies with the Talent team, will remain in place.</li> </ol> </li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>ii. If the position is D-level or below and is a Year 1, Talent can approve the salary and inform the committee, rather than asking for input.</li> <li>iii. The Board will approve C-level salaries.</li> </ul> <p>Details on the compensation committee:</p> <ol style="list-style-type: none"> <li>1. The Committee will consist of 4 members, who will be nominated by the CEO, in partnership with the COO and Talent team. The nominees will be members of the organization who have broad viewpoints and deeply understand our values and culture. <ol style="list-style-type: none"> <li>a. The committee is currently made up of the following individuals: Chief Financial Officer, Chief Operations Officer, Chief Academic Officer, and Chief of Staff</li> </ol> </li> <li>2. The Committee will be trained on our compensation plan, which will include: <ol style="list-style-type: none"> <li>a. Review of the plan</li> <li>b. Calibration exercises on past or current decisions</li> </ol> </li> <li>3. The Committee will commit to reading compensation emails within 24 hours, unless they are out of the office. <ol style="list-style-type: none"> <li>a. Committee members will clearly indicate on their calendars when they will be out of the office, and will also notify the Director of Talent Operations.</li> <li>b. If a committee member cannot commit to this turnaround time, or consistently does not respond within this window, they may be asked to leave the committee</li> </ol> </li> </ol>
<b>Values</b>	This clarification addresses the values of Integrity, Respect and Responsibility.
<b>Rationale/ Analysis</b>	<p>This new process, while a heavier lift for those on the committee, addresses the concerns mentioned above. Specifically:</p> <ol style="list-style-type: none"> <li>1. There is preparation on the part of the Talent Team to ensure that when we are ready to make an offer, we have all of the materials ready.</li> <li>2. There is no longer one voice, there is now the voice of a Committee who has been trained in how our compensation process works and can provide clear and consistent decisions for hiring managers.</li> <li>3. There is a 24-hour commitment by members of the Committee to review all compensation.</li> <li>4. The Committee is large enough that, should one member be out of the office, others can pick up in their absence.</li> <li>5. There is flexibility to incorporate learnings from previous decision into the process in real-time.</li> </ol> <p>Additionally, this addresses concerns that have come up around our process for granting years of experience, and makes this process more equitable by asking candidates directly for their experience.</p>

### Salary Range for New Offers

<b>Context</b>	The “range” describes a new element of the compensation policy added in the 2017 update. Here is the text from the 2017 compensation policy document:
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	<ul style="list-style-type: none"> <li>● <i>Once we have the average (Year 4), we will build a salary scale above and below that number to determine the salary for employees by number of years of experience. Hiring managers will be given a range around a candidate's years of experience and will have flexibility within that range and within their team's budget to make decisions about setting salaries for new hires.</i> <ul style="list-style-type: none"> <li>○ <i>Based on the same example above, <u>here</u> is a sample salary scale for a non-instructional position (Director of Regional Operations)</i></li> </ul> </li> </ul> <p>This range was added to the policy because there was a strong indication in the 2016 compensation survey that:</p> <ul style="list-style-type: none"> <li>● The high/medium/low criteria was not applicable to home office roles. For example: <ul style="list-style-type: none"> <li>○ A master's degree did not, in all cases, make someone more qualified for a job</li> <li>○ Many roles did not have a way to obtain a "high" placement</li> </ul> </li> <li>● The rigidity of the compensation plan prevented us from recruiting high-quality candidates in certain cases</li> </ul> <p>It is not meant to replace the old "Low, Medium, High" structure that was parallel to the teacher salary scale, but instead is meant to allow hiring managers the flexibility to better attract candidates who are especially well qualified by being able to offer somewhat higher pay, or to offer lower pay to candidates for whom the role may be a "stretch" assignment (also freeing up budget for other hiring decisions).</p>
<p><b>Clarification</b></p>	<p>The range will be 4%. This gives the equivalent flexibility of one year of experience on any given scale.</p> <p>The following guidelines will ensure equity and consistency in how it this updated process is implemented:</p> <ul style="list-style-type: none"> <li>● The 4% range option should be considered early in the hiring process from a budget perspective. Hiring managers should understand if this is a viable option given their hiring budget for their team and for a particular role.</li> <li>● The decision to implement the 4% range (in either direction) should be made BEFORE the offer is made to the candidate. While flexibility regarding where an increase or decrease can be offered within the range from -4% to +4% should remain in the hands of the Hiring Manager and Talent (as part of an on-going conversation), there should be clear justification laid out before informing the candidate of the offer. This is to avoid negotiation, and to help ensure equity among faculty. <ul style="list-style-type: none"> <li>○ Reasons a hiring manager would request +4%: <ul style="list-style-type: none"> <li>■ Incoming experience that is extraordinary (in the top 1% compared to other candidates for equivalent roles). This includes internal Summit experience.</li> <li>■ Adjusting compensation for an internal candidate so they don't see a decrease in salary when transferring roles</li> </ul> </li> <li>○ Reasons a hiring manager would request -4%: <ul style="list-style-type: none"> <li>■ Stretching into a new level of responsibility or subject area</li> </ul> </li> </ul> </li> <li>● From a DEI perspective, we will monitor the +/- 4% offers that are made, to ensure that offers made out of range are not be made inequitably.</li> </ul>
<p><b>Values</b></p>	<p><b>Respect</b> - acknowledging that candidates bring in special skill sets or experiences, and that we should value that where it is directly applicable to a role.</p>

<b>Rationale/ Analysis</b>	<p>The intent of the range is to minimize back-and-forth about what should count as years of experience, and build in a small amount of flexibility for hiring managers to compensate individuals for the experience they bring. We are also introducing other tools in this process, such as asking candidates more clearly about their experience. It is our goal that with these new tools in place, we will have less back and forth with hiring managers, and make the process less subjective.</p> <p>We recognize that the range concept could be perceived to be at odds with the equity we seek when approaching compensation. This proposal is designed to address that tension as much as possible (by ensuring we approve any range request before talking to the candidate about salary), while also acknowledging that hiring managers are looking for some level of flexibility to support attracting the best candidates to Summit.</p> <p>Finally, it is important to note that this range concept (without details) was included in the original proposal that the organization consented to.</p>
<b>Other Notes</b>	<p>Hiring managers should make all offers within their budgets, including any 4% increases to new hires.</p>

## Incoming Years Cap

<b>Context</b>	<p>Our compensation system compensates employees based on years of experience doing a lateral role (similar job duties, same level of responsibility). For every year of experience someone has in a lateral role, they receive a 4% increase in their salary.</p> <p>As a general rule, we did not originally have a cap in terms of the years of experience someone could have. We have hit up against multiple places where this has caused issues. Those issues can be summarized as:</p> <ul style="list-style-type: none"> <li>● A potential hire for a role has many years of experience, which makes them unaffordable to hire.</li> <li>● We are paying an employee far outside the market rate for their job, based on them having extensive external experience.</li> <li>● We hire someone with extensive lateral experience externally, to find that their skills or knowledge are not aligned with the amount we are paying them.</li> </ul> <p>All of these cases have caused us to open the conversation about capping years of experience. There are already many situations in which we are doing this:</p> <ul style="list-style-type: none"> <li>● Teaching experience is capped at 10 years of incoming experience and 15 years of total experience. <ul style="list-style-type: none"> <li>○ This means that teachers can only bring in 10 years of external experience. Even a teacher who has been teaching for 20 years elsewhere will start at year 11 on the Summit scale.</li> <li>○ Teachers who reach year 16 on the scale do not receive a 4% increase every year, but rather receive a COLA adjustment only. This is aligned with other districts in our area and is helpful in managing school budgets.</li> </ul> </li> <li>● We have implemented a cap in years of experience for Associate and Manager level roles. <ul style="list-style-type: none"> <li>○ Incoming Managers and Associates can only bring in 7 years of external experience. Even a Manager who has been doing the same job</li> </ul> </li> </ul>
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	for 10 years elsewhere will start at year 8 on the Summit scale.
<b>Clarification</b>	<p>A 7 year cap on incoming experience across all positions within the organization (aside from teachers, who will remain at 10 years) and 15 years of total experience has been put in place.</p> <ul style="list-style-type: none"> <li>• This would mean that no newly hired employee would receive more than 7 years of external experience, and would start no higher than year 8 on the scale.</li> <li>• Employees would be eligible for 4% raises every year (essentially, moving up the scale), until they reach a year 15.</li> <li>• Anyone who is at higher than year 15, including teachers, will no longer receive a 4% increase, but rather a COLA increase.</li> </ul>
<b>Values</b>	<p><b>Integrity</b> - this makes our compensation policy more equitable and aligned.  <b>Responsibility</b> - we need to ensure we are making responsible financial decisions regarding compensation.</p>
<b>Rationale/ Analysis</b>	<ol style="list-style-type: none"> <li>1. A cap on experience across the org makes our compensation policy more aligned and equitable, given that we already have this cap in place in some cases.</li> <li>2. There is diminishing return on the value that external experience brings, in any role. While this will vary from person to person, a consistent cap is necessary for equity.</li> <li>3. Three to four years is the average experience someone in a role has, according to our primary studies. Capping at Year 8 means we are accommodating for double the average experience.</li> <li>4. This proposal allows us to better manage budgets and expenses for new and existing employee salaries.</li> </ol>

## Home Base and Mileage Reimbursement

<b>Context</b>	<p>Summit has a <a href="#">mileage reimbursement policy</a> for work-related travel.</p> <p>Prior to July 2016, some employees were told, upon accepting an offer for their current role, that they could have a home base other than Redwood City. This means that they are reimbursed for travel to the home office.</p> <p>While we have norms for working at the home office (below), we also recognize that reimbursing employees to travel to the home office is not financially sustainable.</p> <p><b>Agreed Upon Norms</b></p> <ul style="list-style-type: none"> <li>• Employees should work at the site most conducive to success in their jobs.</li> <li>• School-site faculty and for employees who are directly working with faculty or students in that school should be given priority use of school-sites</li> <li>• When equally effective, the VC system should be used before employees drive to common sites for meetings.</li> </ul>
<b>Clarification</b>	<p>All current and new home office employees will now:</p> <ul style="list-style-type: none"> <li>• Have a home base of Redwood City unless they are in roles that are not based at the home office. <ul style="list-style-type: none"> <li>○ Positions that are NOT based at home office based on their job duties:</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>■ Device Specialists</li> <li>■ SLTR Mentors</li> <li>○ Having a home base of Redwood City means they can: <ul style="list-style-type: none"> <li>■ Can still work from the site nearest their home when it makes sense for their role</li> <li>■ Will be expected to come to Redwood City for meetings as part of their normal job duties (i.e., they will not receive reimbursement)</li> </ul> </li> <li>● As we receive feedback, we may continue to update and iterate on this policy as needed, with the above values in mind</li> </ul> <p>Existing Home Office employees:</p> <ul style="list-style-type: none"> <li>● Those who are already RWC based (Everest, Summit Prep or RWC) will be moved to Redwood City.</li> <li>● Those who are not will be transferred to a new policy as of July 1, 2018.</li> <li>● All Home Office employees: <ul style="list-style-type: none"> <li>○ Can still work from the site nearest their home when it makes sense for their role</li> <li>○ Will be expected to come to Redwood City for meetings as part of their normal job duties (ie, they will not receive reimbursement)</li> <li>○ Will continue to receive reimbursement from their existing home base to any other locations they have to travel to as part of their job until July 2018.</li> </ul> </li> </ul> <p>People transferring from school site to home office:</p> <ul style="list-style-type: none"> <li>● Those who are already RWC based (Everest, Summit Prep or RWC) will be moved to Redwood City</li> <li>● Those who are coming from other school sites will receive clear communications that moving to a home-office based role will entail their home base being the home office. This means they: <ul style="list-style-type: none"> <li>○ Can still work from the site nearest their home when it makes sense for their role</li> <li>○ Will be expected to come to Redwood City for meetings as part of their normal job duties (ie, they will not receive reimbursement)</li> <li>○ Will only receive reimbursement when mileage for work travel exceeds the mileage from their home to Redwood City.</li> </ul> </li> </ul>
<p><b>Values</b></p>	<ul style="list-style-type: none"> <li>● <b>Compassion</b> - we recognize that commuting is time-consuming and not pleasant for many people, and want to keep commuting time for our employees to a minimum.</li> <li>● <b>Integrity</b> - we strive to be equitable and fair in our policies, while looking at principles rather than rules. Specifically, we are including 3 months of communication time in this policy, to support those employees for whom this will be a change in their job terms.</li> <li>● <b>Respect</b> - we respect our employees and trust them to work where they work best.</li> <li>● <b>Responsibility</b> - we must be responsible with our expenses, and mileage is a significant expense.</li> </ul>
<p><b>Rationale/ Analysis</b></p>	<p>This new process for managing mileage reimbursement aims to strike a balance between high performing employees in every seat and creating a collaborative and fair working environment. we want to have the best talent at Summit, and recognize that</p>

being able to draw from the larger Bay Area allows us access to more talent.

At the same time, reimbursing some employees for traveling to the home office and not others is not fair to all of our employees and is not financially sustainable. Allowing people to work from the site nearest their home when it makes sense, while acknowledging that as part of their job they will need to come to the Home Office regularly, is aimed at striking a balance.



# LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Summit Public School:Tahoma

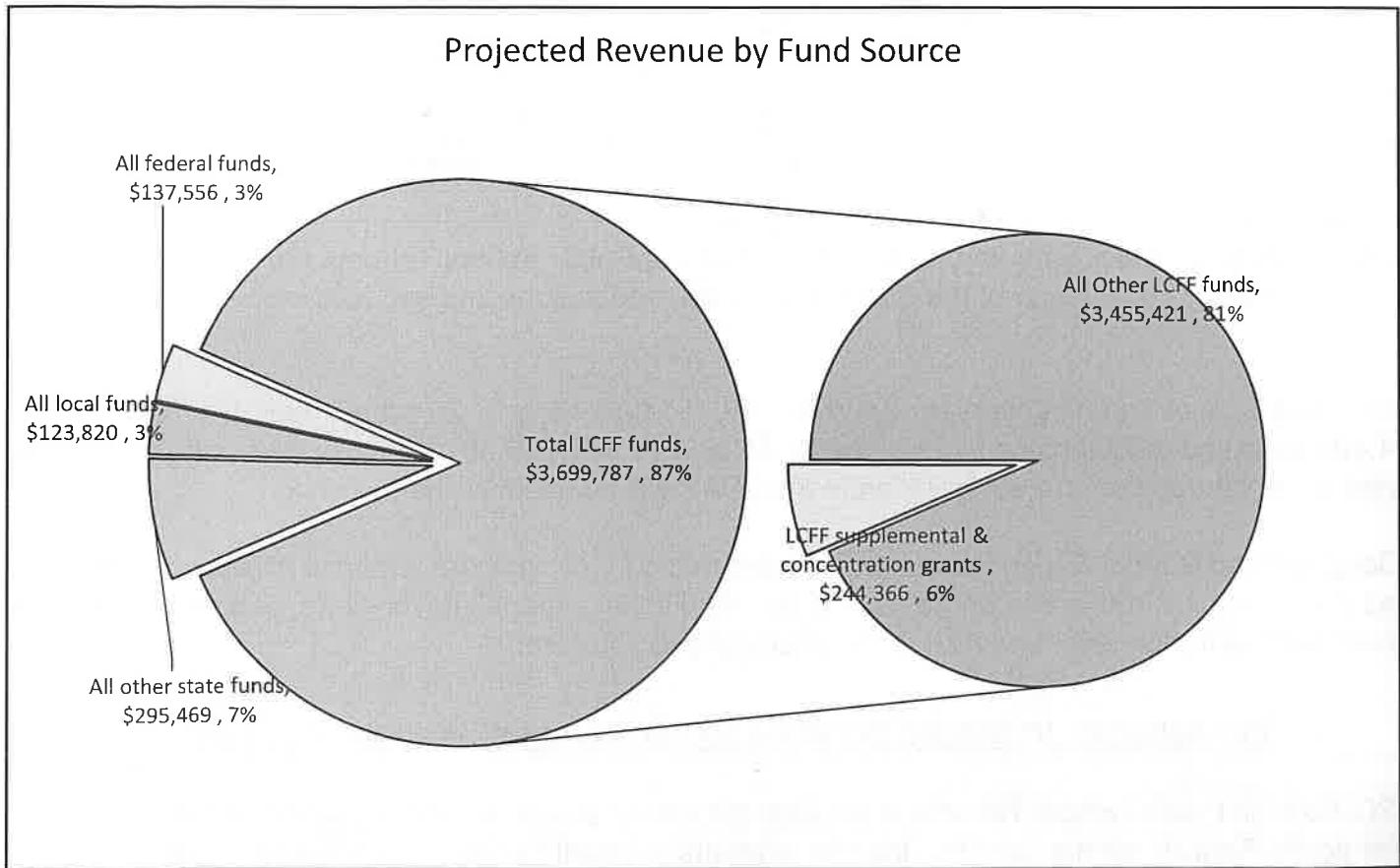
CDS Code: 43104390123794

Local Control and Accountability Plan (LCAP) Year: 19-20

LEA contact information: Jonathan Stewart

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

## Budget Overview for the 19-20 LCAP Year

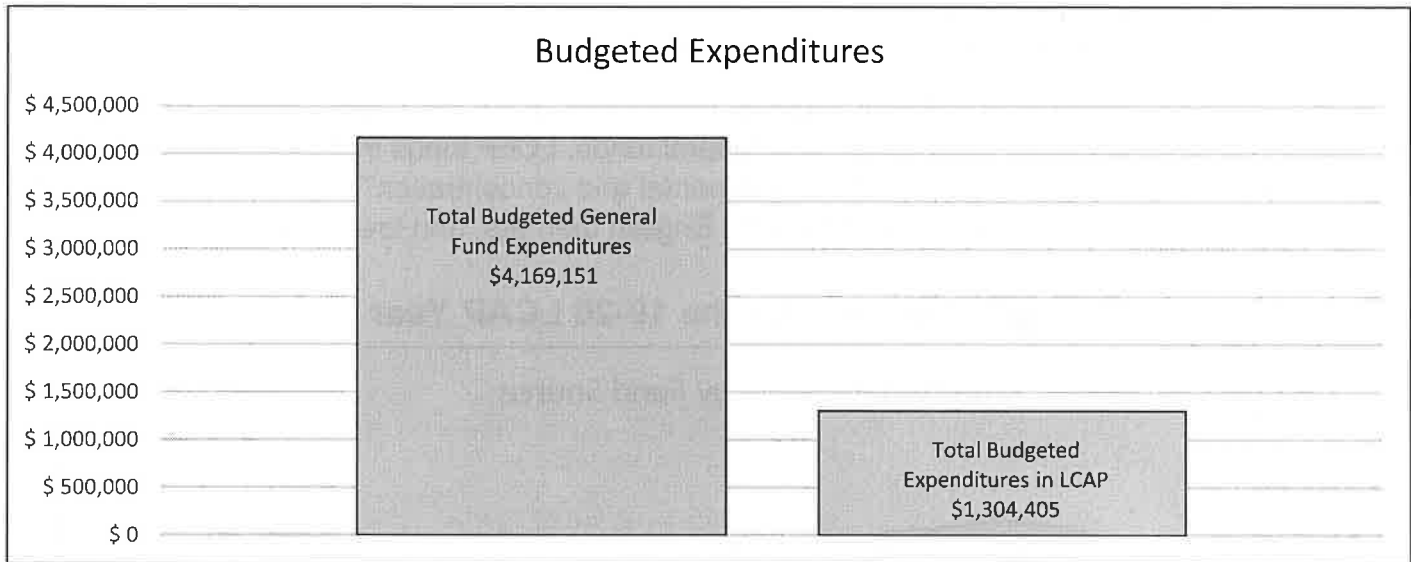


This chart shows the total general purpose revenue Summit Public School:Tahoma expects to receive in the coming year from all sources.

The total revenue projected for Summit Public School:Tahoma is \$4,256,632.00, of which \$3,699,787.00 is Local Control Funding Formula (LCFF), \$295,469.00 is other state funds, \$123,820.00 is local funds, and \$137,556.00 is federal funds. Of the \$3,699,787.00 in LCFF Funds, \$244,366.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

# LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Summit Public School:Tahoma plans to spend for 19-20. It shows how much of the total is tied to planned actions and services in the LCAP.

Summit Public School:Tahoma plans to spend \$4,169,151.00 for the 19-20 school year. Of that amount, \$1,304,405.00 is tied to actions/services in the LCAP and \$2,864,746.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

The General Fund Budget Expenditures not included in the LCAP include: portions of teacher salaries, facilities costs, administrative and operational roles. Additional expenditures include: general office costs, authorizer administrative fees, and instructional supply and software.

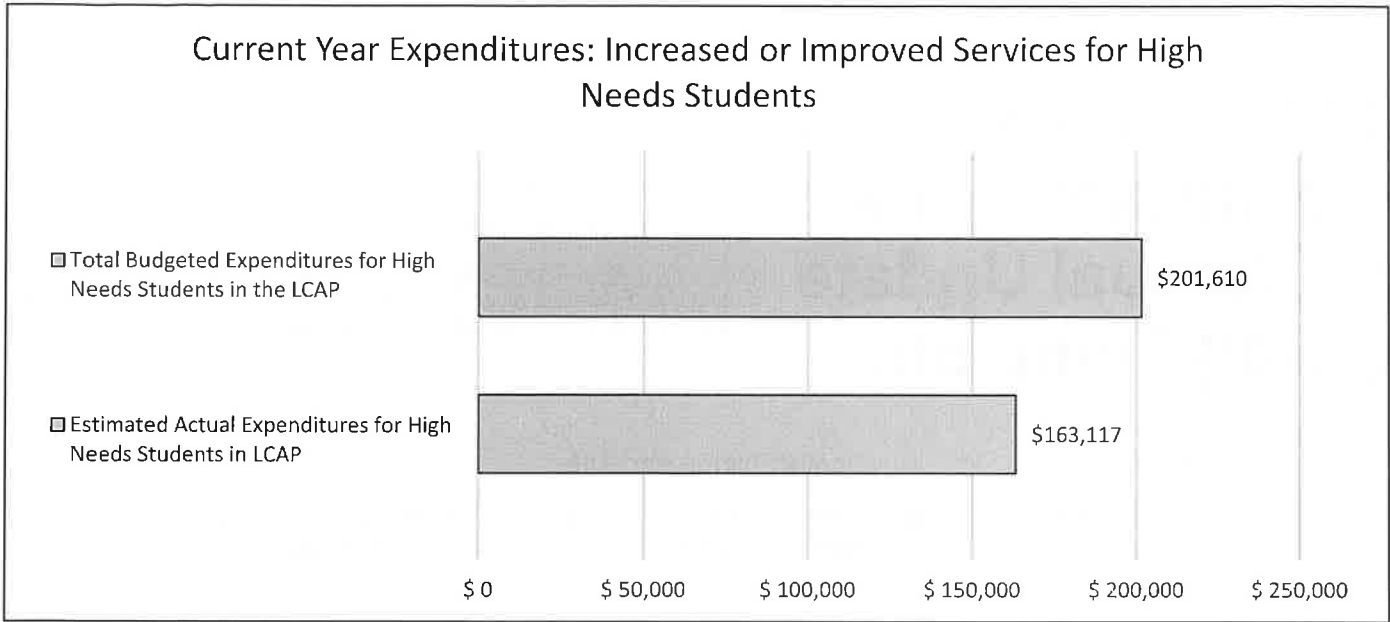
## Increased or Improved Services for High Needs Students in 19-20

In 19-20, Summit Public School:Tahoma is projecting it will receive \$244,366.00 based on the enrollment of foster youth, English learner, and low-income students. Summit Public School:Tahoma must demonstrate the planned actions and services will increase or improve services for high needs students compared to the services all students receive in proportion to the increased funding it receives for high needs students. In the LCAP, Summit Public School:Tahoma plans to spend \$780,168.00 on actions to meet this requirement.



# LCFF Budget Overview for Parents

## Update on Increased or Improved Services for High Needs Students in 18-19



This chart compares what Summit Public School:Tahoma budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Summit Public School:Tahoma estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

In 18-19, Summit Public School:Tahoma's LCAP budgeted \$201,610.00 for planned actions to increase or improve services for high needs students. Summit Public School:Tahoma estimates that it will actually spend \$163,117.00 for actions to increase or improve services for high needs students in 18-19. The difference between the budgeted and actual expenditures of \$38,493.00 had the following impact on Summit Public School:Tahoma's ability to increase or improve services for high needs students:

The majority of the difference in expenditures for actions and services to improve service for high needs students resides in the reorganization of the Community Engagement team in Goal 2. The community engagement effort was redistributed to local staff and the savings went towards various comm. engagement initiatives and programs led by local staff.

2019-20

# Local Control Accountability Plan and Annual Update (LCAP) Template

Addendum: General instructions & regulatory requirements.

Appendix A: Priorities 5 and 6 Rate Calculations

Appendix B: Guiding Questions: Use as prompts (not limits)

California School Dashboard: Essential data to support completion of this LCAP. Please analyze the LEA's full data set; specific links to the rubrics are also provided within the template.

LEA Name	Contact Name and Title	Email and Phone
Summit Public School: Tahoma	Jonathan Stewart Executive Director	jstewart@summitps.org 4087297415

## 2017-20 Plan Summary

### The Story

Describe the students and community and how the LEA serves them.

The East Side Union High School District (ESUHSD) is one of the largest 9-12 districts in the state. Serving over 24,000 students in 18 high schools over 180 square miles, the district's mission is to provide a safe and effective learning environment; to provide support for all students and families; to strive for continuous improvement; and to implement clear measurements of success.

In 2009, students, parents and community members from East Side approached Summit Public Schools to discuss the possibility of opening a Summit Model School in the area. The Summit Model School is designed to provide high expectations and high support for every student through Personalized Learning Plans, rigorous academic classes, one-on-one mentoring and a small size to ensure that every student is known well.

Summit Public School Tahoma's students and community are extremely diverse and mirrors the diversity of the district. Our students come from all over San Jose and neighboring cities.

In June 2015, Summit Public School: Tahoma's first class of students graduated from high school. We are proud of what this very diverse founding class accomplished: in this class, every single student (100%) graduated eligible to attend any 4-year college or university. Moreover, Summit Tahoma graduates continue to receive acceptance to a 4-year college or university unprecedented rates, with 95% of the class of 2019 accepted as of June 1st.

## LCAP Highlights

Identify and briefly summarize the key features of this year's LCAP.

Summit Public School: Tahoma will continue its focus on personalized learning, family partnership and the physical and emotional safety of our community. This year's LCAP includes increased targeted supports for English Language Learners and Special Populations. Some of the main highlights are the continued improvement of our literacy and math intervention courses. We will revise the structure of these courses in order to target these supports more specifically to students in the bottom quintile, to ensure the students who need them most get the most support. We plan to streamline our supports for engaging parents by reducing the number of separate actions we are taking and doing fewer things better. Finally, we are adding the role of Dean of Instruction and Culture to help ensure that all students are learning and growing in class and when they need coaching on behavior that breaks school norms and rules.

## Review of Performance

Based on a review of performance on the state indicators and local performance indicators included in the California School Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, or other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying any specific examples of how past increases or improvements in services for low-income students, English learners, and foster youth have led to improved performance for these students.

## Greatest Progress

Our primary focus related to LCAP goals related to our math instruction. In 2015-16, just 31% of our 11th grade students met the standards on the CAASPP in math. In the 16-17 school year, we increased professional development for our math teachers. This included an increase in professional development trainings and an increase in classroom coaching. We also made a key change to our math curriculum. In general, our courses aim to help students increase their cognitive skills (e.g. analysis and problem solving) and content knowledge (e.g. understanding expressions and equations). We added a third element to our math curriculum - concept units. While we continued to include project-based learning as a foundation in our math classes, we also emphasized mastery of particular concepts (e.g. demonstrating proficiency in the ability to analyze functions). By bringing concepts as a focus of math classes, we provided students with more practice in applying their mathematical knowledge in addition to their cognitive thinking skills. We also provided targeted tutoring - both in class and after school - to students at-risk of not meeting the standard. This group primarily included low income students and students of color. As a result, in the 2016-17 school year 46% of our 11th grade students met the standards on the CAASPP in math.

In the 17-18 school year, we continued to provide coaching for math teachers - especially around effective instruction of the content units. For the 18-19 school year, we're increasing the number of minutes of math instruction students receive each week from 180 to 225. One of our math teachers will also focus on providing targeted math tutoring for students outside of regular class time.

Referring to the California School Dashboard, identify any state indicator or local performance indicator for which overall performance was in the "Red" or "Orange" performance category or where the LEA received a "Not Met" or "Not Met for Two or More Years" rating. Additionally, identify any areas that the LEA has determined need significant improvement based on review of local performance indicators or other local indicators. What steps is the LEA planning to take to address these areas with the greatest need for improvement?

## Greatest Needs

One area for growth is our graduation rate. Our "all students" graduation rate was 87% (orange). The graduation rate for Hispanic students was higher at 92% (green). However, the graduation rate for socioeconomically disadvantaged students was lower at 83% (red). With small graduating classes of less than 100 students, these numbers are best understood in terms of individual students rather than in terms of percentages. One explanation for the relatively lower graduating rate for socioeconomically disadvantaged students is that in the summer of 2015 we moved our school location from East San Jose to South San Jose. While the majority of students stayed with us through the move, many did not - and some in that group who did not follow us did indeed drop out. Since the move, there were also a few students who dropped out around the time they turned 19 years old, and a couple younger students with social welfare whose needs were greater than the services available at the time. In the 18-19 school year, we're adding a Dean of Students to our administrative team who will increase our capacity to work with partner agencies to provide additional support for students in this situation. In the three years since we've been at our current location, we've obtained information about a number of social service agencies, and a third administrator will help us to formalize those relationships and direct services for our neediest students.

Referring to the California School Dashboard, identify any state indicator for which performance for any student group was two or more performance levels below the "all student" performance. What steps is the LEA planning to take to address these performance gaps?

## Performance Gaps

There were no LCFF indicators for which our subgroups under-performed all students by two or more performance levels.

## Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts.

### Schools Identified

Identify the schools within the LEA that have been identified for CSI.

### Support for Identified Schools

Describe how the LEA supported the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

## Monitoring and Evaluating Effectiveness

Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

# Annual Update

## LCAP Year Reviewed: 2018-19

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

### Goal 1

<p>All students graduate college-ready.</p>	<p>State and/or Local Priorities addressed by this goal:</p> <p><b>State Priorities:</b></p> <ul style="list-style-type: none"> <li>Priority 1: Basic (Conditions of Learning)</li> <li>Priority 2: State Standards (Conditions of Learning)</li> <li>Priority 4: Pupil Achievement (Pupil Outcomes)</li> <li>Priority 5: Pupil Engagement (Engagement)</li> <li>Priority 7: Course Access (Conditions of Learning)</li> <li>Priority 8: Other Pupil Outcomes (Pupil Outcomes)</li> </ul> <p><b>Local Priorities:</b></p>	<p><b>Annual Measurable Outcomes</b></p> <table border="1"> <thead> <tr> <th data-bbox="1031 1071 1266 2009">Expected</th> <th data-bbox="1031 94 1266 1071">Actual</th> </tr> </thead> <tbody> <tr> <td data-bbox="1266 1071 1502 2009"> <p><b>Metric/Indicator</b> Basic: Teachers appropriately credentialed:</p> <p><b>18-19</b> 100%</p> <p><b>Baseline</b> 92%</p> </td> <td data-bbox="1266 94 1502 1071"> <p>100.00%</p> </td> </tr> <tr> <td data-bbox="1502 1071 1591 2009"> <p><b>Metric/Indicator</b> Basic: Pupils with access to standards-aligned instructional materials:</p> <p><b>18-19</b> 100%</p> <p><b>Baseline</b> 100%</p> </td> <td data-bbox="1502 94 1591 1071"> <p>100.00%</p> </td> </tr> </tbody> </table>	Expected	Actual	<p><b>Metric/Indicator</b> Basic: Teachers appropriately credentialed:</p> <p><b>18-19</b> 100%</p> <p><b>Baseline</b> 92%</p>	<p>100.00%</p>	<p><b>Metric/Indicator</b> Basic: Pupils with access to standards-aligned instructional materials:</p> <p><b>18-19</b> 100%</p> <p><b>Baseline</b> 100%</p>	<p>100.00%</p>
Expected	Actual							
<p><b>Metric/Indicator</b> Basic: Teachers appropriately credentialed:</p> <p><b>18-19</b> 100%</p> <p><b>Baseline</b> 92%</p>	<p>100.00%</p>							
<p><b>Metric/Indicator</b> Basic: Pupils with access to standards-aligned instructional materials:</p> <p><b>18-19</b> 100%</p> <p><b>Baseline</b> 100%</p>	<p>100.00%</p>							

Expected

Actual

<p><b>Metric/Indicator</b> Implementation of State Standards &amp; Other Pupil Outcomes: Students on-track for Common Core cognitive skills:</p> <p><b>18-19</b> 72%</p> <p><b>Baseline</b> 71%</p>	<p>74.00%</p>
<p><b>Metric/Indicator</b> Implementation of State Standards &amp; Other Pupil Outcomes: SED students on-track for Common Core cognitive skills:</p> <p><b>18-19</b> 75%</p> <p><b>Baseline</b> 65%</p>	<p>62.00%</p>
<p><b>Metric/Indicator</b> Pupil Achievement: Students scoring Proficient or higher on Smarter Balanced assessments on ELA</p> <p><b>18-19</b> All Students: 85% Hispanic Students: 79% SED Students: 75%</p> <p><b>Baseline</b> All Students: 81% Hispanic Students: 76% SED Students: 74%</p>	<p>All Students: 75.78% Hispanic Students: 66.67% SED Students: 63.89%</p>
<p><b>Metric/Indicator</b> Pupil Achievement: Students scoring Proficient or higher on Smarter Balanced assessments on Math</p> <p><b>18-19</b> All Students: 51% Hispanic Students: 27% SED Students: 25%</p>	<p>All Students: 39.58% Hispanic Students: 16.67% SED Students: 27.78%</p>

Expected

Actual

<p><b>Baseline</b> All Students: 31% Hispanic Students: 22% SED Students: 22%</p>	
<p><b>Metric/Indicator</b> Pupil Achievement: Students admitted to a 4 year college: <b>18-19</b> 95% <b>Baseline</b> 100%</p>	<p>100.00%</p>
<p><b>Metric/Indicator</b> Pupil Achievement: EL Students reclassified to English Proficient: <b>18-19</b> 5% <b>Baseline</b> 0%</p>	<p>9.70%</p>
<p><b>Metric/Indicator</b> Pupil Achievement: Average number of years before EL students are reclassified: <b>18-19</b> 3 YRS <b>Baseline</b> NA</p>	<p>2.0 YRS</p>
<p><b>Metric/Indicator</b> Pupil Achievement: Graduates passing at least one AP exam with a 3 or higher: <b>18-19</b> 55% <b>Baseline</b> 56%</p>	<p>53.33%</p>
<p><b>Metric/Indicator</b> Pupil Achievement: Students not requiring remediation based on Early Assessment Program:</p>	<p>50.00%</p>



Expected

Actual

<p><b>18-19</b> 37%</p> <p><b>Baseline</b> 33%</p>	
<p><b>Metric/Indicator</b> Pupil Engagement: School absenteeism rate:</p> <p><b>18-19</b> 5.1%</p> <p><b>Baseline</b> 5.51%</p>	<p>5.52%</p>
<p><b>Metric/Indicator</b> Pupil Engagement: Chronic absenteeism rate:</p> <p><b>18-19</b> 13.1%</p> <p><b>Baseline</b> 9.87%</p>	<p>13.6%</p>
<p><b>Metric/Indicator</b> Pupil Engagement: Middle school dropout rate:</p> <p><b>18-19</b> NA</p> <p><b>Baseline</b> NA</p>	<p>N/A</p>
<p><b>Metric/Indicator</b> Pupil Engagement: High school dropout rate:</p> <p><b>18-19</b> 4.8%</p> <p><b>Baseline</b> 3.8%</p>	<p>7.50%</p>
<p><b>Metric/Indicator</b> Pupil Engagement: High school graduation rate:</p> <p><b>18-19</b> 88%</p> <p><b>Baseline</b> 87.2%</p>	<p>83.60%</p>

Expected

Actual

<b>Metric/Indicator</b> Course Access: Students on-track to fulfill UC A-G course list requirements (excluding SPED)	
<b>18-19</b> 100%	100.00%
<b>Baseline</b> 100%	

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### Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

#### Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>Attracting and Retaining Highly Qualified Teachers: Summit invests significant employee time into a robust hiring process to ensure that all teachers are best fits for the school and the students. Additionally, there is a significant credential audit performed every year to ensure that all new and returning teachers are appropriately credentialed, and to ensure that teachers are accurately informed about the requirements for keeping their credential current. Exit procedures, such as an exit interview or exit survey, will also be explored in order to identify primary causes of personnel loss and to increase retention.</p>	<p>Implemented as described.</p>	<p>5000-5999: Services And Other Operating Expenditures LCFF, Title II \$57,872</p>	<p>5000-5999: Services And Other Operating Expenditures LCFF, Title II \$60,341</p>

## Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>Standardized Assessment Program: Summit has an organized and thoughtfully laid out schedule of assessments throughout the year, including pre-assessments, mid-year formative assessments, and summative post-assessments. These assessments provide evidence and feedback on a variety of topics, especially literacy and numeracy.</p> <p>Assessments planned include the following</p> <p>(this list is not exhaustive):</p> <ul style="list-style-type: none"> <li>• SBAC ICAs and IABs</li> <li>• NWEA MAP - Math and Reading test, used for pre-assessment of 6th - 10th graders, mid-year assessment, end of year assessment, and as part of EL reclassification procedure. EL students will also take the Language test as part of the language proficiency determination.</li> <li>• ACT EPAS - College readiness pre-assessment for 11th graders</li> </ul>	<p>Implemented as described.</p>	<p>1000-1999: Certificated Personnel Salaries LCFF \$1,050</p> <p>3000-3999: Employee Benefits LCFF \$359</p>	<p>1000-1999: Certificated Personnel Salaries LCFF \$14,825</p> <p>3000-3999: Employee Benefits LCFF \$3,706</p>

### Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Literacy Intervention: This is an intervention devoted to improving student literacy. The highest need students, such as EL students, receive a directed intervention in a small group setting. This period also enables Special Education teachers to support SPED students to address specific literacy gaps.	Implemented as described.	1000-1999: Certificated Personnel Salaries LCFF \$7,885 3000-3999: Employee Benefits LCFF \$1,971	1000-1999: Certificated Personnel Salaries LCFF, Title I \$7,347 3000-3999: Employee Benefits LCFF, Title I \$1,837

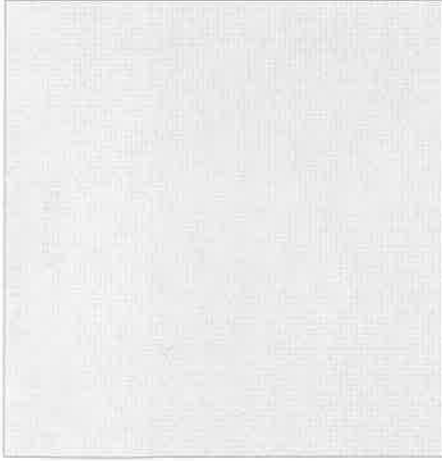
### Action 4

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Math Intervention: This is an intervention devoted to improving student numeracy. The highest need students receive a directed intervention in a small group setting. Additionally, this period enables Special Education teachers to support SPED students to address specific numeracy gaps.	Implemented as described.	1000-1999: Certificated Personnel Salaries LCFF, Title I \$7,885 3000-3999: Employee Benefits LCFF, Title I \$1,971	1000-1999: Certificated Personnel Salaries LCFF, Title I \$7,347 3000-3999: Employee Benefits LCFF, Title I \$1,837

### Action 5

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Extended school day: All school work is completed electronically via a number of different online platforms. Students can access these platforms at home and at school both for remedial work, to	Implemented as described.	1000-1999: Certificated Personnel Salaries Title I \$44,237 3000-3999: Employee Benefits Title I \$11,059	1000-1999: Certificated Personnel Salaries LCFF \$43,675 3000-3999: Employee Benefits LCFF \$10,919

stay on-track, and to get ahead. This puts low-income students at a disadvantage due to reduced access to technology and internet access outside the school. To bridge this divide, increased access to curriculum, technology, and internet before and after school is provided to students. After school programming will be managed and overseen by the Community Time Teachers.



## Action 6

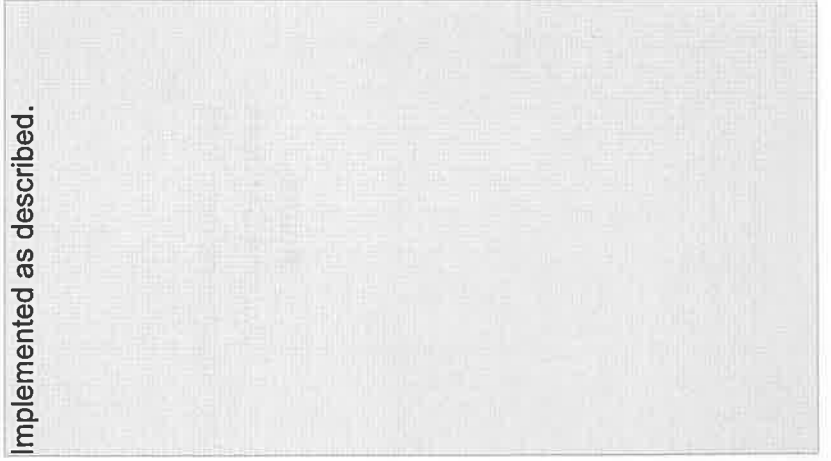
### Planned Actions/Services

Expeditions: Expeditions is an 8 week program, split into four 2-week blocks throughout the year, where students take elective courses. The Expeditions program has several major purposes:

1. Students fulfill the Visual and Performing Arts requirement for UC admission through Expeditions.
2. Students have a chance to explore non-academic passions.
3. Students have a chance to seek volunteer opportunities, make community partnerships, and have immersive real-world experiences via Internships and Independent Study programs
4. Students explore careers via annual Career Days and through Internships.

### Actual Actions/Services

Implemented as described.

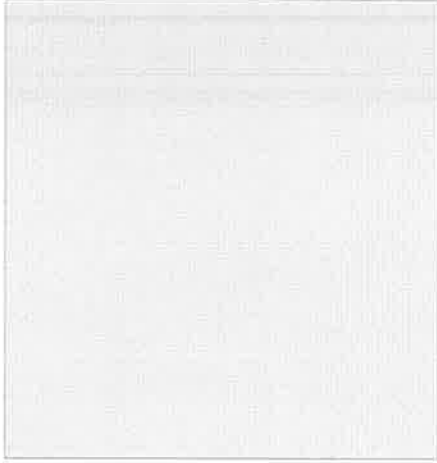


### Budgeted Expenditures

5000-5999: Services And Other  
Operating Expenditures LCFF  
\$353,000

### Estimated Actual Expenditures

5000-5999: Services And Other  
Operating Expenditures LCFF  
\$353,000



5. Students have an opportunity to explore college options and learn more about the college experience in their junior year.

6. Students have an opportunity to obtain support on core academic course work and enhance their learning.

**Action 7**

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Teacher Support and Professional Development: Summit has in-house mentors for all new teachers as part of their induction. In addition, all teachers receive substantial professional development time throughout the school year, including training on teaching Common Core skills, appropriate academic interventions, and coaching from school administrators. Heads of School coach and develop school Directors and Deans as instructional leaders. Curricular resources and coaching are provided to teachers focused on targeted supports for English Language Learners.	Implemented as described.	1000-1999: Certificated Personnel Salaries LCFF \$2,074 3000-3999: Employee Benefits LCFF \$518	1000-1999: Certificated Personnel Salaries LCFF \$2,160 3000-3999: Employee Benefits LCFF \$540

**Action 8**

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures

Common Core Common Assessment Plan: Summit implements a common assessment plan across schools. This plan includes Common Core aligned projects and content assessments that teachers collaboratively plan, edit, execute, and provide feedback on. Through the planning process, teachers gain greater understanding of the Common Core and are able to guide students to proficiency more fluidly. The work that students do as part of the common assessment plan is more authentic to real world skills, enabling them to better meet Common Core proficiency standards. Teachers have set aside time to become familiar with the parts of the assessment plan, as well as time each week dedicated to improving the projects and content assessments - enhancing projects, customizing projects for their students, correcting faulty assessment questions, and building challenges and enrichment into the curriculum. Teachers also have dedicated days of professional development around assessment calibration, and long-term curriculum planning. There are also Teachers on Special Assignment in each discipline that support in the improvement and creation of high quality educational materials.

Implemented as described.

1000-1999: Certified Personnel Salaries LCFF \$19,411	1000-1999: Certified Personnel Salaries LCFF \$19,661
3000-3999: Employee Benefits LCFF \$4,853	3000-3999: Employee Benefits LCFF \$4,915

**Action 9**

Planned

Actual

Budgeted

Estimated Actual

**Actions/Services**

College Process support: Summit engages in an extensive support program for students applying to college, setting the expectation that all graduates of Summit will be accepted into a 4-year college, barring extenuating circumstance. To support students in achieving this goal:

1) Mentors: Teachers serving as mentors provide the first line of support, coaching students and their families through the application process. More information about the mentor program can be found later in this document.

2) School Administrator: A Director or Dean of the school who knows all the students, provides additional support in areas that the mentor may be unfamiliar with. The Administrator also provides training for mentors, helping them to understand and recognize common pitfalls and major deadlines. The Administrator also runs college information nights for both students and parents, including providing computer access to families without a computer at home, providing information for non-English speaking families, and providing extensive financial aid information and assistance for families.

**Actions/Services**

Implemented as described.

**Expenditures**

5000-5999: Services And Other Operating Expenditures LCFF  
\$19,371

**Expenditures**

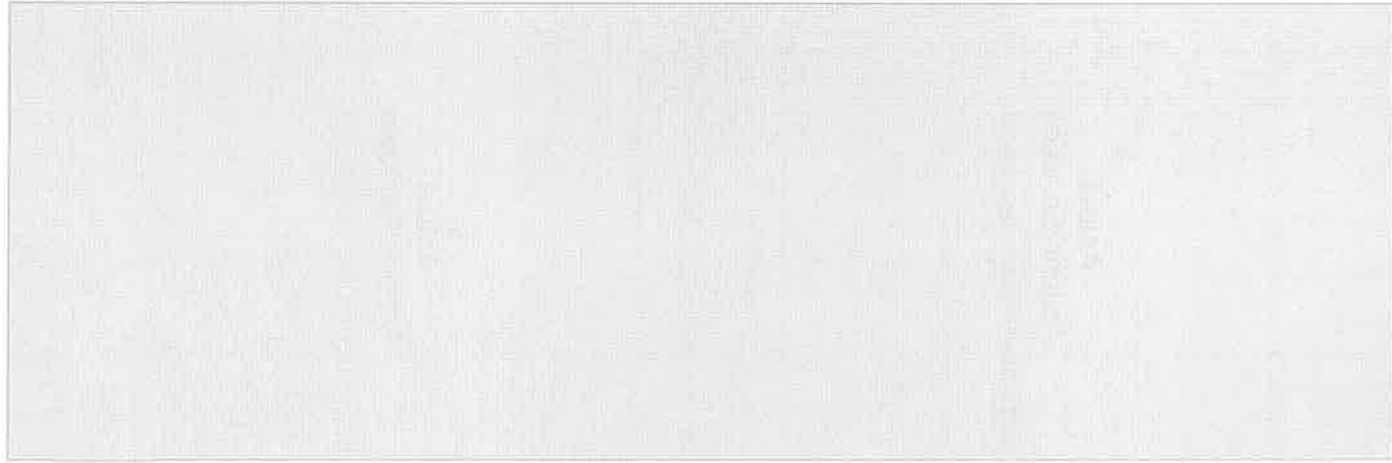
5000-5999: Services And Other Operating Expenditures LCFF  
\$29,410



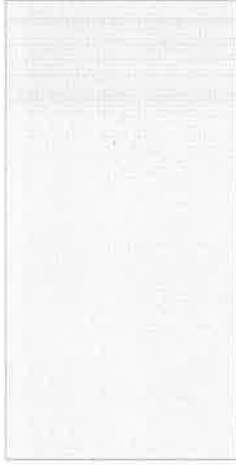
3) Director of College Readiness:  
The Director is an expert on the college application process and the college transition process. She supports the Administrators of the school by keeping her eye out for overall trends in college admissions and financial aid, training mentors on the college process, and helping Administrators to plan and implement college information nights. The Director also works with the College Readiness program.

4) College Readiness Manager:  
The Manager supports Summit Public Schools and the Director of College Readiness in ensuring that students graduate from Summit Public Schools college-ready as defined by both internal and external measures. The manager's primary focus is to support students who will be the first to attend college in their families. Additionally, the manager works to support postsecondary success for Summit alumni to learn about how our program can better set current students up for postsecondary success. This role supports the development of a system that are mostly executed directed by School Leaders across Summit schools.

5) College Readiness program:  
Part of the Expeditions program listed above (listed here for



completion; not included in the budget details for this action)



### Action 10

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Habits of Success Program: Habits of Success, the non-academic skills critical to being a self-directed learner and prepared for college and career, such as agency, self-direction, and growth mindset, are a major factor in the college readiness of all students. Summit is building a cohesive program, integrated throughout project work, personalized learning time, and mentorship to help students continually develop their habits of success.	Implemented as described.	1000-1999: Certificated Personnel Salaries LCFF \$4,147 3000-3999: Employee Benefits LCFF \$1,037	1000-1999: Certificated Personnel Salaries LCFF \$4,320 3000-3999: Employee Benefits LCFF \$1,080

### Action 11

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Comprehensive Attendance and Absence Program: The correlation between student attendance and student growth is undeniable. Summit will continue our program for improving attendance and decreasing absences. Actions in this program include regular Office Manager phone calls to parents regarding attendance, attendance contracts for chronically absent	Implemented as described.	2000-2999: Classified Personnel Salaries LCFF \$11,520 3000-3999: Employee Benefits LCFF \$2,880	2000-2999: Classified Personnel Salaries LCFF \$11,232 3000-3999: Employee Benefits LCFF \$2,808

students, and check-ins between Executive Directors and Office Managers to ensure correct attendance is taken.

## Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

We implemented the actions and services as described to achieve our goal of all students being college-ready.

One set of actions worth highlighting are those related to attracting and retaining highly qualified teachers. We began hiring teachers earlier in the hiring season since data showed us that our most effective teachers - and the ones who stayed the most number of years at Summit - tended to be hired earlier in the season. We also benefited from being able to hire teachers from the Summit Learning Teacher Residency program - new teachers who earned their credential through Summit, and had demonstrated proficiency with Summit instructional practices.

A second set of actions worth highlighting are actions related to our Habits of Success. In 9th-11th grades, we implemented a structure called "Circle" - and we also implemented this structure as a faculty. We adapted this mentoring program component from a partner charter organization and infused our goals around college-ready habits to the structure. We found this structure to also support faculty retention and connection to each other and the broader goals of the school.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Overall we were able to meet or come very close to the vast majority of our college ready goal as measured by our targets. We believe the college ready testing preparation as well as the teacher professional development aligned to the common core standards in a way that was authentic and allowed for students to receive high quality personalized instruction. Our interventions and extended school day continue to be rooted in student progress data so that our teachers can clearly align their supports to the needs of our students. We still have work to do specifically in math growth with our students. We also aim for better performance among our English Learner population.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Summit Public Schools has defined material differences as a 40% variance between budgeted and actual expenditures.

Standardized Assessment Program: Teacher spented significantly more time on standardized assessment analysis and administration

College Process Support: SPS hired an additional staff person to support college process initiative

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Here are a few of the major changes we are making as a result of this analysis:

- We are working to minimize teacher responsibilities outside of core instruction and intervention, so that they can focus their energy on student learning, especially for high-needs students (All Actions)
- Our CMO is forming a new Learning Experience Team to support our teachers via professional development and continuous improvement. (Actions 7, 8, and 10)
- We are updating our Literacy and Math intervention programs (Summit Reads and Summit Solves) to support students with a wider range of needs and are dedicating more teacher and administrator time to these programs. (Actions 3 and 4)
- We are bringing back Course-Level Teams, where our teachers will collaborate with other teachers in the network who are teaching the same course to internalize curriculum and share best practices. (Actions 7 and 9)
- We are improving our college process supports by implementing an updated college readiness curriculum and providing targeted, timely supports for juniors and seniors (Action 9)

# Annual Update

## LCAP Year Reviewed: 2018-19

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

### Goal 2

Parents and faculty are partners in supporting their students and the school.

State and/or Local Priorities addressed by this goal:

- State Priorities: Priority 3: Parental Involvement (Engagement)  
 Priority 6: School Climate (Engagement)

Local Priorities:

### Annual Measurable Outcomes

Expected

#### Metric/Indicator

School Climate: Parents/Families having a family meeting with student's mentor:

18-19  
100%

Baseline  
100%

#### Metric/Indicator

School Climate: Parents responding positively to "I feel connected to my student's school" on parent survey:

18-19

All Students: 81%  
 Asian Students: NA  
 Hispanic Students: 85%  
 White Students: 74%  
 SED Students: NA

Baseline

Actual

100%

All Students: 78%  
 Asian Students: NA  
 Hispanic Students: NA  
 White Students: NA  
 SED Students: NA

Expected

Actual

All Students: 85%  
 Asian Students: 100%  
 Hispanic Students: 78%  
 White Students: 88%  
 SED Students: 89%

**Metric/Indicator**  
 Parental Involvement: Parents responding positively to "My student's school uses my feedback when making decisions" on parent survey:  
**18-19**  
 All Students: 52%  
 Asian Students: NA  
 Hispanic Students: 50%  
 White Students: 67%  
 SED Students: NA  
**Baseline**  
 All Students: 58%  
 Asian Students: 84%  
 Hispanic Students: 60%  
 White Students: 50%  
 SED Students: 80%

All Students: 67%  
 Asian Students: NA  
 Hispanic Students: NA  
 White Students: NA  
 SED Students: NA

**Metric/Indicator**  
 Parental Involvement: Parents responding positively to "I trust my student's school" on parent survey":  
**18-19**  
 85%  
**Baseline**  
 93%

78%

**Metric/Indicator**  
 Parental Involvement: Parents responding positively to "I am satisfied with my level of knowledge of what my student is learning or doing at school."  
**18-19**  
 76%  
**Baseline**  
 87%

67%

Expected

Actual

<p><b>Metric/Indicator</b> Parental Involvement: Parents responding positively to "I understand my student's academic performance and progress in school.":</p> <p><b>18-19</b> 85%</p> <p><b>Baseline</b> 85%</p>	<p>88%</p>
<p><b>Metric/Indicator</b> Parental Involvement: Parents responding positively to "I understand what I can do to support my students academically.":</p> <p><b>18-19</b> 84%</p> <p><b>Baseline</b> 86%</p>	<p>75%</p>
<p><b>Metric/Indicator</b> Parental Involvement: Parents responding positively to "I understand how to interact with my student's Personalized Learning Plan (PLP)":</p> <p><b>18-19</b> 83%</p> <p><b>Baseline</b> 80%</p>	<p>100%</p>
<p><b>Metric/Indicator</b> Parental Involvement: At least one parent sign up for the Parent Ambassador Institute:</p> <p><b>18-19</b> Y</p> <p><b>Baseline</b> Y</p>	<p>Y</p>

**Actions / Services**

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

**Action 1**

Planned

Actual

Budgeted

Estimated Actual

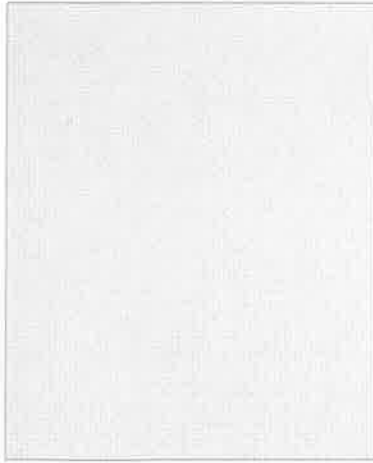
Actions/Services	Actions/Services	Expenditures	Expenditures
<p>Community Engagement Team: As part of the services contract with the Charter Management Organization, Summit Public Schools has full-time Community Engagement Team that partners with school staff to support family engagement, parent leadership development, and communications with families. Communications with families includes the parent portal website, social media, family newsletters, translation costs, robocalls and robo text systems. This team is focused on developing practices and tools that promote culturally responsive family communication and engagement efforts. Once a year, the Community Engagement team will administer a parent survey to all parents, then analyze and share results so that the School can respond to needs. The Community Engagement Team also supports School Leaders in holding LCAP Stakeholder Engagement sessions.</p>	<p>Community Engagement team was reduced and community engagement effort was redistributed, resulting in cost savings.</p>	<p>1000-1999: Certificated Personnel Salaries LCFF \$2,765</p> <p>3000-3999: Employee Benefits LCFF \$691</p> <p>5000-5999: Services And Other Operating Expenditures LCFF \$27,969</p>	<p>1000-1999: Certificated Personnel Salaries LCFF \$2,741</p> <p>3000-3999: Employee Benefits LCFF \$685</p> <p>5000-5999: Services And Other Operating Expenditures LCFF \$684</p>

## Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>Parent Organization &amp; Community Events: Our school has a parent organization to promote parental involvement, parent education, and parent leadership in our school community. Throughout the year, we also host various events to</p>	<p>Implemented as described.</p>	<p>1000-1999: Certificated Personnel Salaries LCFF \$16,282</p> <p>3000-3999: Employee Benefits LCFF \$4,070</p>	<p>1000-1999: Certificated Personnel Salaries LCFF \$17,405</p> <p>3000-3999: Employee Benefits LCFF \$4,351</p>



support parents and foster relationships with the community. Events include translation services as needed. This includes Back to School Nights, New Student Welcome, Parent Education Nights, College Readiness Workshops, and Graduation. We also collect feedback after every parent event.



### Action 3

#### Planned Actions/Services

Summit Learning Platform and Illuminate: The Summit Learning Platform has a parent-facing login and interface for families to have instant access to students' work and performance. The Illuminate student information system also has a parent-facing login and interface for families to track attendance records.

#### Actual Actions/Services

Implemented as described.

#### Budgeted Expenditures

1000-1999: Certificated Personnel Salaries LCFF \$25,344  
3000-3999: Employee Benefits LCFF \$6,336

#### Estimated Actual Expenditures

1000-1999: Certificated Personnel Salaries LCFF \$24,797  
3000-3999: Employee Benefits LCFF \$6,199

### Action 4

#### Planned Actions/Services

Mentor Meetings: At the beginning of the year, mentors meet with every student & family to review and set annual goals in the PLP. Throughout the year, mentors will have ad hoc meetings with families, depending on their needs. Mid-year meetings will be scheduled to support struggling students.

Implemented as described.

#### Actual Actions/Services

#### Budgeted Expenditures

1000-1999: Certificated Personnel Salaries LCFF \$16,896  
3000-3999: Employee Benefits LCFF \$4,224

#### Estimated Actual Expenditures

1000-1999: Certificated Personnel Salaries LCFF \$16,531  
3000-3999: Employee Benefits LCFF \$4,133

# Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

**Our most meaningful parent partnership accomplishments this year included: monthly events such as Back-to-School Night and college nights; monthly parent volunteer and governance meetings; semi-weekly school newsletters; high parent participation on our college study trips; and high participation in student PLP (Personalized Learning Plan) meetings (like parent-teacher conferences).**

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

**Both from survey data and anecdotal data, parents continue to report being overall highly satisfied with our school program and the education of their student. For example, 100% reported having a meeting with their student's mentor, and 81% reported they feel "connected to the school".**

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

**Summit Public Schools has defined material differences as a 40% variance between budgeted and actual expenditures. Community Engagement team was reduced and community engagement effort was redistributed, resulting in cost savings.**

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

**Our biggest change here is the creation of a new Dean of Operations role, plus a site-based Community Engagement Manager. Having site-based employees with an elevated responsibility for school operations will ensure these activities are high-quality and tailored to the needs of the community. (Actions 1 & 2)**

# Annual Update

## LCAP Year Reviewed: 2018-19

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

### Goal 3

All community members feel safe at school.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 1: Basic (Conditions of Learning)  
Priority 6: School Climate (Engagement)

Local Priorities:

### Annual Measurable Outcomes

	Expected	Actual
<b>Metric/Indicator</b> Basic: Unsafe facilities reports examined and addressed within 1 business day:		100.00%
<b>18-19</b> 100%		
<b>Baseline</b> 100%		
<b>Metric/Indicator</b> Basic: Complaints about facilities repairs		NA
<b>18-19</b> 0%		
<b>Baseline</b> 0%		
<b>Metric/Indicator</b> School Climate: Pupil Suspension Rate:		All Students: 4.70% EL Students: 11.80%
<b>18-19</b> All Students: 4.2%		

Expected

Actual

<p>EL Students: 8.3%</p> <p><b>Baseline</b> All Students: 1.8% EL Students: 6.3%</p>	
<p><b>Metric/Indicator</b> School Climate: Pupil Expulsion Rate:</p> <p><b>18-19</b> 0%</p> <p><b>Baseline</b> NA</p>	<p>0.00%</p>
<p><b>Metric/Indicator</b> School Climate: Parents responding positively to "I feel my child is physically safe at school" on parent survey:</p> <p><b>18-19</b> 85%</p> <p><b>Baseline</b> 90%</p>	<p>100%</p>
<p><b>Metric/Indicator</b> School Climate: Parents responding positively to "I feel my child is emotionally safe at school" on parent survey:</p> <p><b>18-19</b> 85%</p> <p><b>Baseline</b> 92%</p>	<p>88%</p>
<p><b>Metric/Indicator</b> School Climate: Students responding positively to "Discipline in this school is fair":</p> <p><b>18-19</b> 58%</p> <p><b>Baseline</b> 4.16 / 5</p>	<p>65.00%</p>
<p><b>Metric/Indicator</b></p>	<p>83%</p>

Expected

Actual

<p>School Climate: Students responding positively to "The adults at my school care about me"</p> <p><b>18-19</b> 77%</p> <p><b>Baseline</b> 4.34 / 5</p>	
<p><b>Metric/Indicator</b> School Climate: Faculty members responding positively to "I feel physically safe at school." on faculty survey:</p> <p><b>18-19</b> 85%</p> <p><b>Baseline</b> 85%</p>	<p>91.00%</p>
<p><b>Metric/Indicator</b> School Climate: Faculty members responding positively to "I feel emotionally safe at school." on faculty survey:</p> <p><b>18-19</b> 85%</p> <p><b>Baseline</b> 85%</p>	<p>78.00%</p>
<p><b>Metric/Indicator</b> School Climate: Required drills completed:</p> <p><b>18-19</b> 100%</p> <p><b>Baseline</b> 100%</p>	<p>100.00%</p>
<p><b>Metric/Indicator</b> School Climate: Information security breaches addressed with 24 hours:</p> <p><b>18-19</b> 100%</p> <p><b>Baseline</b> 100%</p>	<p>100.00%</p>
<p><b>Metric/Indicator</b> Safety inspection completed?</p> <p><b>18-19</b></p>	<p>Yes</p>

Expected

Actual

Y

Baseline

Y

### Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

#### Action 1

Planned  
Actions/Services

Restorative Justice Training: In an effort to make our discipline processes more equitable and have greater impact on the students affected by behavior issues, Summit has moved to a restorative justice model of discipline, and all teachers need ongoing training on facilitating restorative justice properly. All teachers will receive training during site and organization-wide professional development days.

Actual  
Actions/Services

Implemented as described.

Budgeted  
Expenditures

1000-1999: Certified Personnel Salaries LCFF \$6,554  
3000-3999: Employee Benefits LCFF \$1,638

Estimated Actual  
Expenditures

1000-1999: Certified Personnel Salaries LCFF \$6,586  
3000-3999: Employee Benefits LCFF \$1,646

#### Action 2

Planned  
Actions/Services

Diversity, Equity and Inclusion (DEI) Professional Development: As the population at Summit changes with the local population, the faculty is often faced with new social challenges. A DEI team of School Leaders drive the work of aligning our systems to be

Actual  
Actions/Services

Implemented as described.

Budgeted  
Expenditures

1000-1999: Certified Personnel Salaries LCFF \$1,638  
3000-3999: Employee Benefits LCFF \$410

Estimated Actual  
Expenditures

1000-1999: Certified Personnel Salaries LCFF \$1,646  
3000-3999: Employee Benefits LCFF \$412

responsive to the needs of students coming from different backgrounds and to continue to develop our teachers' capacity to be responsive in the classroom. In addition, School Leaders receive training on implicit bias in the staff selection process.



### Action 3

#### Planned Actions/Services

Emergency Plan Project: Our safety committee maintains a comprehensive safety plan to address a variety of emergencies and situations. The Operations and HR Teams will partner with school sites to oversee the implementation of this plan to ensure the physical safety of students and community members. All new faculty, as well as any support personnel or contractors who are frequently in the school, will be trained in these procedures. We are also installing additional security devices.

#### Actual Actions/Services

Implemented as described.

#### Budgeted Expenditures

1000-1999: Certificated Personnel Salaries LCFF \$3,750  
3000-3999: Employee Benefits LCFF \$938

#### Estimated Actual Expenditures

1000-1999: Certificated Personnel Salaries LCFF \$3,713  
3000-3999: Employee Benefits LCFF \$928

### Action 4

#### Planned Actions/Services

Information Safety Project: As more information is stored electronically regarding students and their performance, it becomes even more important for students and parents to feel that their data is safe and accessible only by

#### Actual Actions/Services

Director of Digital safety was not hired - this work was redistributed to the rest of the team. Others - Implemented as described.

#### Budgeted Expenditures

5000-5999: Services And Other Operating Expenditures LCFF \$47,466

#### Estimated Actual Expenditures

5000-5999: Services And Other Operating Expenditures LCFF \$28,324

appropriate parties. Summit is undertaking an organization wide effort to ensure that data is handled properly in all platforms in accordance to both state and federal education code online privacy laws . This work will be overseen by a new Director of Digital Safety on the Technology Team. Additionally, a digital safety curriculum for students and for parents will be developed.

### Action 5

Planned  
Actions/Services

Mental and Behavioral Health Supports: We will continue building partnerships with counseling agencies to increase access to services for our students.

Actual  
Actions/Services

School changed priority and strategy for mental health supports.

Budgeted  
Expenditures

5000-5999: Services And Other Operating Expenditures LCFF \$10,000

Estimated Actual  
Expenditures

\$0.00 5000-5999: Services And Other Operating Expenditures LCFF

### Action 6

Planned  
Actions/Services

Dean of Culture & Instruction: A Dean of Culture and Instruction has been added to the faculty to lead and support a positive school-wide culture and climate. The Dean coaches teachers on positive classroom environment, and works directly with students and families to respond to unproductive behaviors.

Actual  
Actions/Services

Implemented as described.

Budgeted  
Expenditures

1000-1999: Certificated Personnel Salaries LCFF \$79,000

Estimated Actual  
Expenditures

1000-1999: Certificated Personnel Salaries LCFF \$63,092

3000-3999: Employee Benefits LCFF \$19,750

3000-3999: Employee Benefits LCFF \$15,773



## Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

This year the addition of a Dean of Culture to our administrative team increased our capacity to provide a positive learning environment for our students even as our student population grew. Our dean was able to help support positive classroom management, and to lead positive school-wide events such as our Career Day. In addition, we continued building partnerships with local agencies to support students in need, and we made physical upgrades to our campus to increase safety.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Even with increased concerns nationally about school safety, our school community continued to report a high level of confidence in feeling safe on campus - both physically and emotionally.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Summit Public Schools has defined material differences as a 40% variance between budgeted and actual expenditures.

Information Safety: Tech team was reorganized and thus generated cost savings for this initiative. Mental and Behavioral Health Supports - projected vendor was not hired to implement this counseling. Supports work was distributed elsewhere.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

We saw improvement in suspensions and other behavior incidents at our school this year due to our implementation of restorative justice. This improvement does not show up in the data in our Annual Update because we're reporting our final complete year of data (2017-2018). However, our preliminary data for 2018-2019 shows improvement. We plan to double down on PD in these areas to continue our improvement. We are also investing further in our multi-tiered system of supports to ensure we have the right academic, social, and emotional supports for every student. (Actions 1, 2, 5, and 7)

# Annual Update

## LCAP Year Reviewed: 2018-19

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

### Goal 4

--	--	--	--	--

State and/or Local Priorities addressed by this goal:

State Priorities:

Local Priorities:

--	--	--	--	--

### Annual Measurable Outcomes

Expected

Actual

### Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

### Action 1

### Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

--	--	--	--	--

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

--

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

--

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

--

# Annual Update

## LCAP Year Reviewed: 2018-19

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

### Goal 5

--

State and/or Local Priorities addressed by this goal:

State Priorities:

Local Priorities:

--

### Annual Measurable Outcomes

Expected

Actual

### Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

### Action 1

### Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

--

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

--

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

--

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

--

# Stakeholder Engagement

LCAP Year: 2019-20

## Involvement Process for LCAP and Annual Update

How, when, and with whom did the LEA consult as part of the planning process for this LCAP/Annual Review and Analysis?

Summit Tahoma met with parents, students, and staff in April 2019 to review the 18-19 updates, the 19-20 LCAP goals and garner feedback and analysis. Community members were notified of the stakeholder meetings through phone calls, announcements on the school website, emails, text, and community newsletters. Students met during lunch, staff met during a scheduled staff meeting, and a community meeting was held in the evening. During the meetings, community members had a chance to review a presentation of the LCAP goals and the school's current progression towards the goals by reviewing data and finances. Then, the stakeholders engaged in a discussion and feedback was gathered by school leadership in order to make decisions about the 18-19 Annual Update and the 19-20 LCAP. All subgroups were represented and translations were provided. Summit Tahoma leadership also reviewed and analyzed the results of the annual Parent Survey.

## Impact on LCAP and Annual Update

How did these consultations impact the LCAP for the upcoming year?

These conversations continued to provide affirmation of our goals and the progress that our school is making towards providing an exemplary school experience for our students.

Specifically, community members expressed a need to continue to improve our Intervention courses which led to improved literacy and math curriculum. This feedback is reflected in an increase in faculty time dedicated towards interventions. This is supported by enhanced professional development

Additionally, stakeholders discussed the ways in which mentors provide tremendous supports for students. Specifically, parents called out the relationships that students and parents have with mentors and teachers as well as the strong community that we've developed. In an effort to improve college readiness supports for all of our students we are investing significant time and professional development into the role of the mentor. Because each mentor is the primary advocate for only about twenty students, we believe

that they have the greatest potential to support students and families through the college planning and application process. The Director of College Readiness will provide professional development for all mentors.

# Goals, Actions, & Services

Strategic Planning Details and Accountability  
 Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

## Goal 1

All students graduate college-ready.

### State and/or Local Priorities addressed by this goal:

- State Priorities: Priority 1: Basic (Conditions of Learning)  
 Priority 2: State Standards (Conditions of Learning)  
 Priority 4: Pupil Achievement (Pupil Outcomes)  
 Priority 5: Pupil Engagement (Engagement)  
 Priority 7: Course Access (Conditions of Learning)  
 Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

### Identified Need:

While we are proud that the Summit Public Schools network has a six year college graduation rate at double the national average (55 percent), we want to better prepare our students with the skills, knowledge, and habits needed to be successful in a 4-year college because of the career and life opportunities that a college degree opens.

### Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Basic: Teachers appropriately credentialed:	92%	100%	100%	100%
Basic: Pupils with access to standards-	100%	100%	100%	100%



Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
aligned instructional materials:				
Implementation of State Standards & Other Pupil Outcomes: Students on-track for Common Core cognitive skills:	71%	71%	72%	72%
Implementation of State Standards & Other Pupil Outcomes: SED students on-track for Common Core cognitive skills:	65%	60%	75%	65%
Pupil Achievement: Students scoring Proficient or higher on Smarter Balanced assessments on ELA	All Students: 81% Hispanic Students: 76% SED Students: 74%	All Students: 38% Hispanic Students: 38% SED Students: 38%	All Students: 85% Hispanic Students: 79% SED Students: 75%	All Students: 75% Hispanic Students: 70% SED Students: 65%
Pupil Achievement: Students scoring Proficient or higher on Smarter Balanced assessments on Math	All Students: 31% Hispanic Students: 22% SED Students: 22%	All Students: 30% Hispanic Students: 25% SED Students: 25%	All Students: 51% Hispanic Students: 27% SED Students: 25%	All Students: 40% Hispanic Students: 20% SED Students: 30%
Pupil Achievement: Students admitted to a year college:	100%	95%	95%	95%
Pupil Achievement: EL Students reclassified to English Proficient:	0%	4%	5%	5%
Pupil Achievement: Average number of years before EL	NA	3 YRS	3 YRS	3 YRS

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
students are reclassified:				
Pupil Achievement: Graduates passing at least one AP exam with a 3 or higher:	56%	55%	55%	55%
Pupil Achievement: Students not requiring remediation based on Early Assessment Program:	33%	35%	37%	45%
Pupil Engagement: School absenteeism rate:	5.51%	5.5%	5.1%	5.5%
Pupil Engagement: Chronic absenteeism rate:	9.87%	10%	13.1%	10%
Pupil Engagement: Middle school dropout rate:	NA	NA	NA	NA
Pupil Engagement: High school dropout rate:	3.8%	4.8%	4.8%	4.8%
Pupil Engagement: High school graduation rate:	87.2%	88%	88%	88%
Course Access: Students on-track to fulfill UC A-G course list requirements (excluding SPED)	100%	100%	100%	100%

## Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

## Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

### Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Students to be Served selection here]

[Add Scope of Services selection here]

[Add Location(s) selection here]

### Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Attracting and Retaining Highly Qualified Teachers: Summit invests significant employee time into a robust hiring process to ensure that all teachers are best fits for the school and the students. Additionally, there is a significant credential audit performed every year to ensure that all new and returning teachers are appropriately credentialed, and to ensure that teachers are accurately informed about the requirements for keeping their credential current. Exit procedures, such as an exit interview or exit survey, will also be explored in order to identify primary causes of personnel loss and to increase retention.

2018-19 Actions/Services

Attracting and Retaining Highly Qualified Teachers: Summit invests significant employee time into a robust hiring process to ensure that all teachers are best fits for the school and the students. Additionally, there is a significant credential audit performed every year to ensure that all new and returning teachers are appropriately credentialed, and to ensure that teachers are accurately informed about the requirements for keeping their credential current. Exit procedures, such as an exit interview or exit survey, will also be explored in order to identify primary causes of personnel loss and to increase retention.

2019-20 Actions/Services

Attracting and Retaining Highly Qualified Teachers: Summit invests significant employee time into a robust hiring process to ensure that all teachers are best fits for the school and the students. Additionally, there is a significant credential audit performed every year to ensure that all new and returning teachers are appropriately credentialed, and to ensure that teachers are accurately informed about the requirements for keeping their credential current. Exit procedures, such as an exit interview or exit survey, will also be explored in order to identify primary causes of personnel loss and to increase retention.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$33,309	\$57,872	\$70,906
Source	Base	LCFF, Title II	LCFF, Title II
Budget Reference	5000-5999: Services And Other Operating Expenditures	5000-5999: Services And Other Operating Expenditures	5000-5999: Services And Other Operating Expenditures

**Action 2**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners  
Foster Youth  
Low Income

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Modified Action

Select from New, Modified, or Unchanged for 2018-19

Modified Action

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Standardized Assessment Program:  
Summit has an organized and thoughtfully laid out schedule of assessments throughout the year, including pre-assessments, mid-year formative assessments, and summative post-assessments. These assessments provide evidence and feedback on a variety of topics, especially literacy and numeracy.

Assessments planned include the following

(this list is not exhaustive):

- SBAC ICAs and IABs - Simulations of the SBAC or CAASPP test including Interim Comprehensive Assessments (ICAs) and Interim Assessment Blocks (IABs)
- NWEA MAP - Math and Reading test, used for pre-assessment of 6th - 10th graders, mid-year assessment, end of year assessment, and as part of EL reclassification procedure. EL students will also take the Language test as part of the language proficiency determination.
- PSAT-This college-ready test is administered to students in grades 9-11
- ACT EPAS - College readiness pre-assessment for 11th graders

Standardized Assessment Program:  
Summit has an organized and thoughtfully laid out schedule of assessments throughout the year, including pre-assessments, mid-year formative assessments, and summative post-assessments. These assessments provide evidence and feedback on a variety of topics, especially literacy and numeracy.

Assessments planned include the following

(this list is not exhaustive):

- SBAC ICAs and IABs
- NWEA MAP - Math and Reading test, used for pre-assessment of 6th - 10th graders, mid-year assessment, end of year assessment, and as part of EL reclassification procedure. EL students will also take the Language test as part of the language proficiency determination.
- ACT EPAS - College readiness pre-assessment for 11th graders

Standardized Assessment Program:  
Summit has an organized and thoughtfully laid out schedule of assessments throughout the year, including pre-assessments, mid-year formative assessments, and summative post-assessments. These assessments provide evidence and feedback on a variety of topics,

Assessments planned include the following (this list is not exhaustive):

NWEA MAP - Math and Reading test, used for preassessment of all students, mid-year assessment, end of year assessment, and as part of EL reclassification procedure. EL students will also take the Language test as part of the language proficiency determination.

PSAT

SBAC ICA and IABs

Year	2017-18	2018-19	2019-20
Amount	\$11,534	\$1,050	\$12,996
Source	Base	LCFF	LCFF
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$4,948	\$359	\$4,332
Source	Base	LCFF	LCFF
Budget Reference	3000-3999: Employee Benefits	3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount	\$1,128		\$9,977
Source	Base		LCFF
Budget Reference	5000-5999: Services And Other Operating Expenditures		5000-5999: Services And Other Operating Expenditures

### Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

#### Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

#### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

#### Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners  
Foster Youth  
Low Income

#### Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide

#### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

### Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Modified Action	Unchanged Action	Modified Action
2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Literacy Intervention: This is an intervention devoted to improving student literacy. Students who are at grade level in literacy are required to read independently for the period with a weekly check-in from their teacher. The highest need students, such as EL students, receive a more directed intervention in a small group setting. This period also enables Special Education teachers to support SPED students to address specific literacy gaps.	Literacy Intervention: This is an intervention devoted to improving student literacy. The highest need students, such as EL students, receive a directed intervention in a small group setting. This period also enables Special Education teachers to support SPED students to address specific literacy gaps.	Literacy intervention: This is an intervention devoted to improving student literacy. Students who are at grade level in literacy are required to read independently for the period with a weekly check-in from their teacher. The highest need students, such as EL students, receive a directed intervention in a personalized setting. This period also enables Special Education teachers to pull out SPED students to address specific literacy gaps.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$7,056	\$7,885	\$45,342
Source	LCFF Supplemental and Concentration, LCFF Base	LCFF	LCFF
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$3,024	\$1,971	\$15,114
Source	LCFF Supplemental and Concentration, LCFF Base	LCFF	LCFF
Budget Reference	3000-3999: Employee Benefits	3000-3999: Employee Benefits	3000-3999: Employee Benefits

Amount	\$7,261		
Source	LCFF Supplemental and Concentration, LCFF Base		
Budget Reference	5000-5999: Services And Other Operating Expenditures		

**Action 4**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**  
 (Select from All, Students with Disabilities, or Specific Student Groups) - [Add Students to be Served selection here]

**Location(s):**  
 (Select from All Schools, Specific Schools, and/or Specific Grade Spans) [Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**  
 (Select from English Learners, Foster Youth, and/or Low Income) English Learners, Foster Youth, Low Income

**Scope of Services:**  
 (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s)) LEA-wide

**Location(s):**  
 (Select from All Schools, Specific Schools, and/or Specific Grade Spans) All Schools

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Modified Action

Unchanged Action

Modified Action

2017-18 Actions/Services

Math Intervention: This is an intervention devoted to improving student numeracy. Students who are at grade level in numeracy are required to work independently on Khan Academy for the period with a weekly check-in from their

2018-19 Actions/Services

Math Intervention: This is an intervention devoted to improving student numeracy. The highest need students receive a directed intervention in a small group setting. Additionally, this period enables Special Education teachers to support

2019-20 Actions/Services

Math Intervention: This is an intervention devoted to improving student numeracy. Students who are at grade level in numeracy are required to work independently on a research-based blended learning platform for the period



teacher. The highest need students receive a more directed intervention in a small group setting. Additionally, this period enables Special Education teachers to support SPED students to address specific numeracy gaps.

SPED students to address specific numeracy gaps.

with a weekly check-in from their teacher. The highest need students receive a more directed intervention in a personalized setting. Additionally, this period enables Special Education teachers to pull out SPED students to address specific numeracy gaps.

### Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$7056	\$7,885	\$45,342
Source	LCFF Supplemental and Concentration, LCFF Base	LCFF, Title I	LCFF, Title I
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$3,024	\$1,971	\$15,114
Source	LCFF Supplemental and Concentration, LCFF Base	LCFF, Title I	LCFF, Title I
Budget Reference	3000-3999: Employee Benefits	3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount	\$8,077		
Source	LCFF Supplemental and Concentration, LCFF Base		
Budget Reference	5000-5999: Services And Other Operating Expenditures		

### Action 5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

#### Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

#### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Students to be Served selection here]

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

Low Income

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Extended school day: All school work is completed electronically via a number of different online platforms. Students can access these platforms at home and at school both for remedial work, to stay on-track, and to get ahead. This puts low-income students at a disadvantage due to reduced access to technology and internet access outside the school. To bridge this divide, increased access to curriculum, technology, and internet before and after school is provided to students. After school programming will be managed and overseen by the Community Time Teachers.

2018-19 Actions/Services

Extended school day: All school work is completed electronically via a number of different online platforms. Students can access these platforms at home and at school both for remedial work, to stay on-track, and to get ahead. This puts low-income students at a disadvantage due to reduced access to technology and internet access outside the school. To bridge this divide, increased access to curriculum, technology, and internet before and after school programming will be managed and overseen by the Community Time Teachers.

2019-20 Actions/Services

Extended school day: All school work is completed electronically via a number of different online platforms. Students can access these platforms at home and at school both for remedial work, to stay on-track, and to get ahead. This puts low-income students at a disadvantage due to reduced access to technology and internet access outside the school. To bridge this divide, increased access to curriculum, technology, and internet before and after school is provided to students.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$61,308	\$44,237	\$48,994
Source	LCFF Supplemental and Concentration, LCFF Base	Title I	LCFF
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$26,275	\$11,059	\$16,331
Source	LCFF Supplemental and Concentration, LCFF Base	Title I	LCFF
Budget Reference	3000-3999: Employee Benefits	3000-3999: Employee Benefits	3000-3999: Employee Benefits

**Action 6**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Expeditions: Expeditions is an 8 week program, split into four 2-week blocks throughout the year, where students take elective courses. The Expeditions program has several major purposes:

1. Students fulfill the Visual and Performing Arts requirement for UC admission through Expeditions.
2. Students have a chance to explore non-academic passions.
3. Students have a chance to seek volunteer opportunities, make community partnerships, and have immersive real-world experiences via Internships and Independent Study programs
4. Students explore careers via annual Career Days and through Internships.
5. Students have an opportunity to explore college options and learn more about the college experience in their junior year.
6. Students have an opportunity to obtain support on core academic course work and enhance their learning.

Expeditions: Expeditions is an 8 week program, split into four 2-week blocks throughout the year, where students take elective courses. The Expeditions program has several major purposes:

1. Students fulfill the Visual and Performing Arts requirement for UC admission through Expeditions.
2. Students have a chance to explore non-academic passions.
3. Students have a chance to seek volunteer opportunities, make community partnerships, and have immersive real-world experiences via Internships and Independent Study programs
4. Students explore careers via annual Career Days and through Internships.
5. Students have an opportunity to explore college options and learn more about the college experience in their junior year.
6. Students have an opportunity to obtain support on core academic course work and enhance their learning.

High School Expeditions:  
Expeditions is an 8 week program, split into four 2-week blocks throughout the year, where students take elective courses. The Expeditions program has several major purposes:

- 1) Students fulfill the Visual and Performing Arts requirement for UC admission through Expeditions.
- 2) Students have a chance to explore non-academic passions.
- 3) Students have a chance to seek volunteer opportunities, make community partnerships, and have immersive real-world experiences via Internships and Independent Study programs
- 4) Students explore careers via annual Career Days and through Internships.
- 5) Students have an opportunity to explore college options and learn more about the college experience in their junior year.
- 6) Students have an opportunity to obtain support on core academic course work and enhance their learning.

## Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$305,415	\$353,000	\$371,820
Source	LCFF Supplemental and Concentration, LCFF Base	LCFF	LCFF
Budget Reference	5000-5999: Services And Other Operating Expenditures	5000-5999: Services And Other Operating Expenditures	5000-5999: Services And Other Operating Expenditures

### Action 7

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

#### Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

#### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

#### Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners

#### Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide

#### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

### Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified Action

Select from New, Modified, or Unchanged for 2018-19

Modified Action

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2017-18 Actions/Services

Teacher Support and Professional Development: The same way every student has a mentor, every teacher has a coach. This includes in-house mentors for all new teachers as part of their induction. The coach regularly observes and meets with each teacher in order to support them

2018-19 Actions/Services

Teacher Support and Professional Development: Summit has in-house mentors for all new teachers as part of their induction. In addition, all teachers receive substantial professional development time throughout the school year, including training on teaching

2019-20 Actions/Services

Teacher Support and Professional Development: Summit has in-house mentors for all new teachers as part of their induction. In addition, all teachers receive substantial professional development time throughout the school year, including training on teaching

in advancing towards their professional goals and improving student outcomes. All teachers receive substantial professional development time throughout the school year, including training on teaching Common Core skills, appropriate academic interventions, and coaching from other teachers. The professional development program is supported by a dedicated team building learning experiences for teachers, helping them to select development goals, and helping them to self-direct their learning.

The Director of Continuous Improvement is responsible for the design and implementation of professional development resources focused on targeted supports for English Language Learners.

Common Core skills, appropriate academic interventions, and coaching from school administrators. Heads of School coach and develop school Directors and Deans as instructional leaders. Curricular resources and coaching are provided to teachers focused on targeted supports for English Language Learners.

Common Core skills, appropriate academic interventions, and coaching from school administrators. Heads of School coach and develop school Directors and Deans as instructional leaders. Curricular resources and coaching are provided to teachers focused on targeted supports for English Language Learners.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$10,201	\$2,074	\$22,671
Source	LCFF Supplemental and Concentration, LCFF Base	LCFF	LCFF
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$4,372	\$518	\$7,557
Source	LCFF Supplemental and Concentration, LCFF Base	LCFF	LCFF
Budget Reference	3000-3999: Employee Benefits	3000-3999: Employee Benefits	3000-3999: Employee Benefits

Amount	\$29,944		\$41,605
Source	LCFF Supplemental and Concentration, LCFF Base		LCFF
Budget Reference	5000-5999: Services And Other Operating Expenditures		5000-5999: Services And Other Operating Expenditures

### Action 8

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

#### Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

#### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

#### Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners

#### Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide

#### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

#### Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2017-18 Actions/Services

Common Core Common Assessment Plan: Summi: implements a common assessment plan across schools. This plan includes Common Core aligned projects and content assessments that teachers collaboratively plan, edit, execute, and provide feedback on. Through the planning process, teachers

2018-19 Actions/Services

Common Core Common Assessment Plan: Summit implements a common assessment plan across schools. This plan includes Common Core aligned projects and content assessments that teachers collaboratively plan, edit, execute, and provide feedback on. Through the planning process, teachers

2019-20 Actions/Services

Common Core Common Assessment Plan: Summit implements a common assessment plan across schools. This plan includes Common Core aligned projects and content assessments that teachers collaboratively plan, edit, execute, and provide feedback on. Through the planning process, teachers

gain greater understanding of the Common Core and are able to guide students to proficiency more fluidly. The work that students do as part of the common assessment plan is more authentic to real world skills, enabling them to better meet Common Core proficiency standards. Teachers have set aside time to become familiar with the parts of the assessment plan, as well as time each week dedicated to improving the projects and content assessments - enhancing projects, customizing projects for their students, correcting faulty assessment questions, and building challenges and enrichment into the curriculum. Teachers also have dedicated days of professional development around assessment calibration, and long-term curriculum planning. There are also Teachers on Special Assignment in each discipline that support in the improvement and creation of high quality educational materials.

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**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$25,579	\$19,661	\$22,062
Source	Base	LCFF	LCFF
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries



Amount	\$10,962	\$4,915	\$7,354
Source	Base	LCFF	LCFF
Budget Reference	3000-3999: Employee Benefits	3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount			\$6,528
Source			LCFF
Budget Reference			5000-5999: Services And Other Operating Expenditures

**Action 9**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:** (Select from All, Students with Disabilities, or Specific Student Groups) **Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)  
 [Add Students to be Served selection here] [Add Location(s) selection here]

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:** (Select from English Learners, Foster Youth, and/or Low Income) **Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s)) **Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)  
 English Learners LEA-wide All Schools  
 Foster Youth  
 Low Income

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18 Select from New, Modified, or Unchanged for 2018-19 Select from New, Modified, or Unchanged for 2019-20  
 Modified Action Modified Action Modified Action

2017-18 Actions/Services 2018-19 Actions/Services 2019-20 Actions/Services

College Process support: Summit engages in an extensive support program for students applying to college, setting the expectation that all graduates of Summit will be accepted into a 4-year college, barring extenuating circumstance. To support students in achieving this goal:

1. Mentors: the student mentor provides the first line of support, coaching students and their families through the application process. More information about the mentor program can be found later in this document.
2. Assistant Director: The Assistant Director of the school knows all the students and provides additional support in areas that the mentor may be unfamiliar with. The AD also provides training for mentors, helping them to understand and recognize common pitfalls and major deadlines. The AD also runs college information nights for both students and parents, including providing computer access to families without a computer at home, providing information for non-English speaking families, and providing extensive financial aid information and assistance for families.
3. Director of College Readiness: The Director is an expert on the college application process and the college transition process. She supports the Assistant Director of the school by keeping her eye out for overall trends in college admissions and financial aid, training the

College Process support: Summit engages in an extensive support program for students applying to college, setting the expectation that all graduates of Summit will be accepted into a 4-year college, barring extenuating circumstance. To support students in achieving this goal:

- 1) Mentors: Teachers serving as mentors provide the first line of support, coaching students and their families through the application process. More information about the mentor program can be found later in this document.
- 2) School Administrator: A Director or Dean of the school who knows all the students, provides additional support in areas that the mentor may be unfamiliar with. The Administrator also provides training for mentors, helping them to understand and recognize common pitfalls and major deadlines. The Administrator also runs college information nights for both students and parents, including providing computer access to families without a computer at home, providing information for non-English speaking families, and providing extensive financial aid information and assistance for families.
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AD and the mentor on the college process, and helping ADs to plan and implement college information nights.

4. College Readiness Manager: The Manager supports Summit Public Schools and the Director of College Readiness in ensuring that students graduate from Summit Public Schools college-ready as defined by both internal and external measures. The manager's primary focus is to support students who will be the first to attend college in their families. Additionally, the manager works to support post-secondary success for Summit alumni to learn about how our program can better set current students up for post-secondary success. This role supports the development of system that are mostly executed directed by School Leaders across Summit schools.

5. College Readiness program: Part of the Expeditions program listed above (listed here for completion; not included in the budget details for this action)

mentors on the college process, and helping Administrators to plan and implement college information nights. The Director also works with the College Readiness program.

4) College Readiness Manager: The Manager supports Summit Public Schools and the Director of College Readiness in ensuring that students graduate from Summit Public Schools college-ready as defined by both internal and external measures. The manager's primary focus is to support students who will be the first to attend college in their families. Additionally, the manager works to support postsecondary success for Summit alumni to learn about how our program can better set current students up for postsecondary success. This role supports the development of system that are mostly executed directed by School Leaders across Summit schools.

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5) College Readiness program: Part of the Expeditions program listed above (listed here for completion; not included in the budget details for this action)

## Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$34,687	\$19,371	\$26,623
Source	LCFF Supplemental and Concentration, LCFF Base	LCFF	LCFF
Budget Reference	1000-1999: Certificated Personnel Salaries	5000-5999: Services And Other Operating Expenditures	5000-5999: Services And Other Operating Expenditures
Amount	\$14,866		
Source	LCFF Supplemental and Concentration, LCFF Base		
Budget Reference	3000-3999: Employee Benefits		
Amount	\$18,306		
Source	LCFF Supplemental and Concentration, LCFF Base		
Budget Reference	5000-5999: Services And Other Operating Expenditures		

### Action 10

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

English Learners  
Foster Youth  
Low Income

LEA-wide

All Schools

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Modified Action

Modified Action

Modified Action

**2017-18 Actions/Services**

**2018-19 Actions/Services**

**2019-20 Actions/Services**

Habits of Success Program development: Habits of Success, the non-academic skills critical to being a contributing member of society and successful career person, such as problem solving and appropriate help-seeking, are a major factor in the college readiness of all students. Summit is continuing to build a cohesive program integrated into all of the core classes to help students grow their habits of success. Mentors progress, monitor, and check to ensure students growth of the Habits of Success.

Habits of Success Program: Habits of Success, the non-academic skills critical to being a self-directed learner and prepared for college and career, such as agency, self-direction, and growth mindset, are a major factor in the college readiness of all students. Summit is building a cohesive program, integrated throughout project work, personalized learning time, and mentorship to help students continually develop their habits of success.

Habits of Success Program: Habits of Success, the non-academic skills critical to being a self-directed learner and prepared for college and career, such as agency, self-direction, and growth mindset, are a major factor in the college readiness of all students. Summit is building a cohesive program, integrated throughout project work, personalized learning time, and mentorship to help students continually develop their habits of success.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$3,843	\$4,147	\$119,667
Source	LCFF Supplemental and Concentration, LCFF Base	LCFF	LCFF
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries

Amount	\$1,647		\$1,037		\$39,889
Source	LCFF Supplemental and Concentration, LCFF Base		LCFF		LCFF
Budget Reference	3000-3999: Employee Benefits		3000-3999: Employee Benefits		3000-3999: Employee Benefits
Amount	\$2,769				\$8,153
Source	LCFF Supplemental and Concentration, LCFF Base				LCFF
Budget Reference	5000-5999: Services And Other Operating Expenditures				5000-5999: Services And Other Operating Expenditures

**Action 11**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**  
 (Select from All, Students with Disabilities, or Specific Student Groups)  
 [Add Students to be Served selection here]

**Location(s):**  
 (Select from All Schools, Specific Schools, and/or Specific Grade Spans)  
 [Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**  
 (Select from English Learners, Foster Youth, and/or Low Income)  
 English Learners  
 Foster Youth  
 Low Income

**Scope of Services:**  
 (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))  
 LEA-wide

**Location(s):**  
 (Select from All Schools, Specific Schools, and/or Specific Grade Spans)  
 All Schools

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18  
 Unchanged Action

Select from New, Modified, or Unchanged for 2018-19  
 Unchanged Action

Select from New, Modified, or Unchanged for 2019-20  
 Modified Action

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

**Comprehensive Attendance and Absence Program:** The correlation between student attendance and student growth is undeniable. Summit will continue our program for improving attendance and decreasing absences. Actions in this program include regular Office Manager phone calls to parents regarding attendance, attendance contracts for chronically absent students, and check-ins between Executive Directors and Office Managers to ensure correct attendance is taken.

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**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$782	\$11,520	\$1,826
Source	Base	LCFF	LCFF
Budget Reference	1000-1999: Certificated Personnel Salaries	2000-2999: Classified Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$335	\$2,880	\$13,957
Source	Base	LCFF	LCFF
Budget Reference	3000-3999: Employee Benefits	3000-3999: Employee Benefits	2000-2999: Classified Personnel Salaries
Amount	\$11,767		\$5,261
Source	Base		LCFF
Budget Reference	2000-2999: Classified Personnel Salaries		3000-3999: Employee Benefits

Amount

Source

Budget  
Reference

			\$8,269
			LCFF
			5000-5999: Services And Other Operating Expenditures



# Goals, Actions, & Services

Strategic Planning Details and Accountability  
 Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

## Goal 2

Parents and faculty are partners in supporting their students and the school.

### State and/or Local Priorities addressed by this goal:

State Priorities: Priority 3: Parental Involvement (Engagement)  
 Priority 6: School Climate (Engagement)

Local Priorities:

### Identified Need:

Research shows that students with involved parents are more likely to: 1) earn higher grades and test scores, 2) pass their classes, 3) attend school regularly, 4) have better social skills, and 5) graduate and go on to post-secondary education. Because of the importance of parents engaging in their student's education, we encourage parents and faculty to be partners in supporting our students and our school. Our parent survey results indicated that we have opportunities to improve in providing paths to parent leadership, communication between parents and teachers, and our parents' understanding of their student's academic experience and how to support their success.

### Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
School Climate: Parents/Families having a family meeting with student's mentor:	100%	100%	100%	100%
School Climate: Parents responding positively to "I feel connected to my	All Students: 85% Asian Students: 100% Hispanic Students: 78%	All Students: 77% Asian Students: 77% Hispanic Students: 77%	All Students: 81% Asian Students: NA Hispanic Students: 85%	All Students: 77% Asian Students: 77% Hispanic Students: 77%

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
student's school" on parent survey:	White Students: 88% SED Students: 89%	White Students: 77% SED Students: 77%	White Students: 74% SED Students: NA	White Students: 77% SED Students: 77%
Parental Involvement: Parents responding positively to "My student's school uses my feedback when making decisions" on parent survey:	All Students: 58% Asian Students: 84% Hispanic Students: 60% White Students: 50% SED Students: 80%	All Students: 58% Asian Students: 58% Hispanic Students: 58% White Students: 58% SED Students: 58%	All Students: 52% Asian Students: NA Hispanic Students: 50% White Students: 67% SED Students: NA	All Students: 58% Asian Students: 58% Hispanic Students: 58% White Students: 58% SED Students: 58%
Parental Involvement: Parents responding positively to "I trust my student's school" on parent survey":	93%	85%	85%	85%
Parental Involvement: Parents responding positively to "I am satisfied with my level of knowledge of what my student is learning or doing at school."	87%	78%	76%	75%
Parental Involvement: Parents responding positively to "I understand my student's academic performance and progress in school.":	85%	81%	85%	85%
Parental Involvement: Parents responding positively to "I understand what I can do to support my students academically.":	86%	85%	84%	80%

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Parental Involvement: Parents responding positively to 'I understand how to interact with my student's Personalized Learning Plan (PLP)':	80%	78%	83%	85%
Parental Involvement: At least one parent sign up for the Parent Ambassador Institute:	Y	Y	Y	Y

## Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

### Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

#### Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

#### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

#### Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners  
Foster Youth  
Low Income

#### Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide

#### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

### Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Modified Action	Modified Action	Modified Action
<p>2017-18 Actions/Services</p> <p>Increased Family Engagement personnel resources: As part of the services contract with the Charter Management Organization Summit Public Schools, Summit has full-time Director and Manager of Family Engagement as well as partial dedicated time from Summit's Senior Director of Community Engagement to support family engagement and communications. Additionally, the Manager of Government Affairs, Manager of Communications, and Manager of Development have been added in order to support the growth of communications and services to our families.</p>	<p>2018-19 Actions/Services</p> <p>Community Engagement Team: As part of the services contract with the Charter Management Organization, Summit Public Schools has full-time Community Engagement Team that partners with school staff to support family engagement, parent leadership development, and communications with families. Communications with families includes the parent portal website, social media, family newsletters, translation costs, robocalls and robo text systems. This team is focused on developing practices and tools that promote culturally responsive family communication and engagement efforts. Once a year, the team will administer a parent survey to all parents, then analyze and share results so that the School can respond to needs. The Community Engagement Team also supports School Leaders in holding LCAP Stakeholder Engagement sessions.</p>	<p>2019-20 Actions/Services</p> <p>Community Engagement Team: Summit schools have a Community Engagement Manager that supports family engagement, parent leadership development, and communications with families. Communications with families includes the parent portal website, social media, family newsletters, translation costs, robocalls and robo text systems. This team is focused on developing practices and tools that promote culturally responsive family communication and engagement efforts. Once a year, the Community Engagement team will administer a parent survey to all parents, then analyze and share results so that the School can respond to needs. The Community Engagement Team also supports School Leaders in holding LCAP Stakeholder Engagement sessions. Site-based Community Engagement Managers are trained and supported by a small team housed within the Charter Management Organization.</p>

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$6,334	\$2,765	\$30,394
Source	Base	LCFF	LCFF
Budget Reference	5000-5999: Services And Other Operating Expenditures	1000-1999: Certificated Personnel Salaries	5000-5999: Services And Other Operating Expenditures

Amount	\$691	
Source	LCFF	
Budget Reference	3000-3999: Employee Benefits	
Amount	\$27,969	
Source	LCFF	
Budget Reference	5000-5999: Services And Other Operating Expenditures	

## Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

### Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

## Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

2017-18 Actions/Services

Parent Events: Throughout the year, we host various parent events to support parents in supporting their students as well as fostering relationships among the

Select from New, Modified, or Unchanged for 2018-19

Modified Action

2018-19 Actions/Services

Parent Organization & Community Events: Our school has a parent organization to promote parental involvement, parent education, and parent leadership in our

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2019-20 Actions/Services

Parent Organization & Community Events: Our school has a parent organization to promote parental involvement, parent education, and parent leadership in our

community. This includes Back to School Nights, Parent Ed Nights, College Nights, Teaching & Learning Tours, Coffee with the Directors, Celebrations of Learning, Expeditions Celebrations, and End of Year Celebrations.

school community. Throughout the year, we also host various events to support parents and foster relationships with the community. Events include translation services as needed. This includes Back to School Nights, New Student Welcome, Parent Education Nights, College Readiness Workshops, and Graduation. We also collect feedback after every parent event.

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**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$11,559	\$16,282	\$11,819
Source	Base	LCFF	LCFF
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$4,954	\$4,070	\$2,153
Source	Base	LCFF	LCFF
Budget Reference	3000-3999: Employee Benefits	3000-3999: Employee Benefits	2000-2999: Classified Personnel Salaries
Amount	\$3,510		\$4,657
Source	Base		LCFF
Budget Reference	5000-5999: Services And Other Operating Expenditures		3000-3999: Employee Benefits

**Action 3**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Modified Action

Select from New, Modified, or Unchanged for 2019-20

Modified Action

**2017-18 Actions/Services**

Parent PLP & Illuminate: The Personalized Learning Plan (PLP) platform has a parent-facing login and interface for families to have instant access to students' work and performance. The PLP team will continue optimizing the platform for a better parent experience. The Illuminate platform also has a parent-facing login and interface for families to track attendance records.

**2018-19 Actions/Services**

Summit Learning Platform and Illuminate: The Summit Learning Platform has a parent-facing login and interface for families to have instant access to students' work and performance. The Illuminate student information system also has a parent-facing login and interface for families to track attendance records.

**2019-20 Actions/Services**

Summit Learning Platform: The Summit Learning Platform has a parent-facing login and interface for families to have instant access to students' work and performance.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$354	\$25,344	\$21,758
Source	Base	LCFF	LCFF
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries

Amount	\$2641	\$6,336	\$7,253
Source	Base	LCFF	LCFF
Budget Reference	2000-2999: Classified Personnel Salaries	3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount	\$152		
Source	Base		
Budget Reference	3000-3999: Employee Benefits		

**Action 4**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**  
 (Select from All, Students with Disabilities, or Specific Student Groups)  
 Location(s):  
 (Select from All Schools, Specific Schools, and/or Specific Grade Spans)  
 [Add Students to be Served selection here] [Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**  
 (Select from English Learners, Foster Youth, and/or Low Income)  
 Scope of Services:  
 (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))  
 Location(s):  
 (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

English Learners	LEA-wide	All Schools
Foster Youth		
Low Income		

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action	Unchanged Action	Unchanged Action
------------------	------------------	------------------

2017-18 Actions/Services      2018-19 Actions/Services      2019-20 Actions/Services



**Mentor Meetings:** At the beginning of the year, mentors meet with every student & family to review and set annual goals in the PLP. Throughout the year, mentors will have ad hoc meetings with families, depending on their needs. Mid-year meetings will be scheduled to support struggling students.

**Mentor Meetings:** At the beginning of the year, mentors meet with every student & family to review and set annual goals in the PLP. Throughout the year, mentors will have ad hoc meetings with families, depending on their needs. Mid-year meetings will be scheduled to support struggling students.

**Mentor Meetings:** At the beginning of the year, mentors meet with every student & family to review and set annual goals in the PLP. Throughout the year, mentors will have ad hoc meetings with families, depending on their needs. Mid-year meetings will be scheduled to support struggling students.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$7,079	\$16,896	\$14,505
Source	Base	LCFF	LCFF
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$3,034	\$4,224	\$4,835
Source	Base	LCFF	LCFF
Budget Reference	3000-3999: Employee Benefits	3000-3999: Employee Benefits	3000-3999: Employee Benefits

**Action 5**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action	2018-19 Actions/Services	2019-20 Actions/Services
<p>2017-18 Actions/Services</p> <p>Communication Infrastructures: 1) We have an automated phone call and cell phone texting service (SchoolConnects) to improve communications with parents about attendance, tardiness, events, as well as other student and school news. 2) We have an organization-wide parent &amp; student newsletter, the Summit Insider, and school-specific parent newsletters so that parents are informed about the Summit student experience, school &amp; Summit news, educational topics, and upcoming activities. 3) Each school has a parent portal website to communicate important information to their parents. 4) Summit Public Schools has Facebook and Twitter accounts to create an online community of parents to share and interact with each other. Some schools also maintain Facebook pages for their community. 5) We will pilot a new robotexting service with teachers, as well as expand this service in future years to pilot both attendance and project due date reminders.</p>		

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$7,316		
Source	Base		
Budget Reference	1000-1999: Certificated Personnel Salaries		
Amount	\$4,344		
Source	Base		
Budget Reference	2000-2999: Classified Personnel Salaries		
Amount	\$3,135		
Source	Base		
Budget Reference	3000-3999: Employee Benefits		
Amount	\$25,619		
Source	Base		
Budget Reference	5000-5999: Services And Other Operating Expenditures		

**Action 6**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action	2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
	Parent Feedback Mechanisms: Twice a year, we administer a parent survey to all parents. We also collect feedback after every parent event. Once a year, schools will hold LCAP Parent Engagement sessions. Summit's Family Engagement team will host ad hoc feedback sessions, depending on needs and topics of interests for the school.		

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$283		
Source	Base		
Budget Reference	1000-1999: Certificated Personnel Salaries		
Amount	\$121		
Source	Base		
Budget Reference	3000-3999: Employee Benefits		
Amount	\$12,414		
Source	Base		
Budget Reference	5000-5999: Services And Other Operating Expenditures		

### Action 7

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

#### Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

#### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

#### Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

#### Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

#### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

#### Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Translations: To reach our diverse audiences, we translate both written and verbal communications into Spanish or other languages, as needed. We have a regular contractor pool of verbal interpreters for our schools and teachers to use.

2018-19 Actions/Services

2019-20 Actions/Services

#### Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$300		
Source	Supplemental and Concentration		
Budget Reference	5000-5999: Services And Other Operating Expenditures		

### Action 8

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**  
(Select from All, Students with Disabilities, or Specific Student Groups)

**Location(s):**  
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**  
(Select from English Learners, Foster Youth, and/or Low Income)

**Scope of Services:**  
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

**Location(s):**  
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Parent Resources: We will continue creating robust resources (i.e., websites, playlists, videos, etc.) that educate parents on the Summit student experience and how they can better support their students.

**Budgeted Expenditures**

Year 2017-18 2018-19 2019-20

Amount \$4,103

Source Base

Budget Reference 5000-5999: Services And Other Operating Expenditures

**Action 9**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:** (Select from English Learners, Foster Youth, and/or Low Income) **Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s)) **Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

**Actions/Services** Select from New, Modified, or Unchanged for 2017-18 Select from New, Modified, or Unchanged for 2018-19 Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services 2018-19 Actions/Services 2019-20 Actions/Services

Parent Organization: Each school has a parent organization structure to promote parental involvement and leadership in the school community. We promote sharing of best practices through a Community of Learning for parent organization leaders across Summit.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$1,795		
Source	Base		
Budget Reference	1000-1999: Certificated Personnel Salaries		
Amount	\$2,564		
Source	Base		
Budget Reference	2000-2999: Classified Personnel Salaries		

Amount	\$769		
Source	Base		
Budget Reference	3000-3999: Employee Benefits		

**Action 10**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Parent Ambassador Institute: To empower families to advocate for their school, Summit Public Schools, and high-quality educational opportunities for all, Summit is piloting a Parent Ambassador Institute this year. Next year, the program will scale to include more family participants and programming. Through the Institute, families across Summit schools will learn more about Summit, the education landscape, and how to be an effective Parent Ambassador. Afterwards, they will



have opportunities to take on or lead Ambassador Actions.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$2,834		
Source	Base		
Budget Reference	1000-1999: Certificated Personnel Salaries		
Amount	\$1,214		
Source	Base		
Budget Reference	3000-3999: Employee Benefits		
Amount	\$21,308		
Source	Base		
Budget Reference	5000-5999: Services And Other Operating Expenditures		

**Action 11**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18      Select from New, Modified, or Unchanged for 2018-19      Select from New, Modified, or Unchanged for 2019-20

Unchanged Action	2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Professional Development & Resources for Teachers: We will provide resources, tools, and professional development trainings for our faculty to promote parent communications and partnerships with our families. Resources may include playlists of resources on best practices and communication templates.			

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$11,989		
Source	Base		
Budget Reference	5000-5999: Services And Other Operating Expenditures		

**Action 12**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:** (Select from All, Students with Disabilities, or Specific Student Groups)      **Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:** (Select from English Learners, Foster Youth, and/or Low Income)      **Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))      **Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action		
2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Culturally Responsive Family Engagement: A cross-functional team of Summit employees is focused on developing practices and tools that promote culturally responsive family communication and engagement efforts.		

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$236		
Source	Base		
Budget Reference	1000-1999: Certificated Personnel Salaries		
Amount	\$1,738		
Source	Base		
Budget Reference	2000-2999: Classified Personnel Salaries		
Amount	\$101		
Source	Base		
Budget Reference	3000-3999: Employee Benefits		

Amount	\$7,993			
Source	Base			
Budget Reference	5000-5999: Services And Other Operating Expenditures			

**Action 13**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

<b>Students to be Served:</b> (Select from All, Students with Disabilities, or Specific Student Groups)	<b>Location(s):</b> (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
<b>OR</b>	

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

<b>Students to be Served:</b> (Select from English Learners, Foster Youth, and/or Low Income)	<b>Scope of Services:</b> (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	<b>Location(s):</b> (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
<b>Actions/Services</b> Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
Unchanged Action		

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Mentor Group Leads: For each mentor group in our school, we have parent leaders who work with the mentor for that group to build community & culture, communicate key information, and be a resource for the parent group members.		

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$519		
Source	Base		
Budget Reference	1000-1999: Certificated Personnel Salaries		
Amount	\$223		
Source	Base		
Budget Reference	3000-3999: Employee Benefits		
Amount	\$2,906		
Source	Base		
Budget Reference	5000-5999: Services And Other Operating Expenditures		

# Goals, Actions, & Services

Strategic Planning Details and Accountability  
 Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal
----------------

## Goal 3

All community members feel safe at school.

### State and/or Local Priorities addressed by this goal:

State Priorities: Priority 1: Basic (Conditions of Learning)  
 Priority 6: School Climate (Engagement)

Local Priorities:

### Identified Need:

Ensuring all students and community members feel safe at school is important to creating a positive and active learning environment. We also need to create a respectful and nurturing school climate to facilitate healthy relationships among both students and faculty as well as allow our students to be their best selves. The semi-annual Youth Truth student survey showed that while the majority of students do feel safe at school, there is still room for us to improve the environment at school, including student-faculty relations, discipline policies, and student-student interactions.

### Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Basic: Unsafe facilities reports examined and addressed within 1 business day:	100%	100%	100%	100%
Basic: Complaints about facilities repairs	0%	0%	0%	0%
School Climate: Pupil Suspension Rate:	All Students: 1.8% EL Students: 6.3%	All Students: 3% EL Students: 5%	All Students: 4.2% EL Students: 8.3%	All Students: 4.2% EL Students: 8.3%

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
School Climate: Pupil Expulsion Rate:	NA	1%	0%	0%
School Climate: Parents responding positively to "I feel my child is physically safe at school" on parent survey:	90%	86%	85%	85%
School Climate: Parents responding positively to "I feel my child is emotionally safe at school" on parent survey:	92%	85%	85%	85%
School Climate: Average score (out of 5) of student responses on Youth Truth Survey to "Discipline in this school is fair":	4.16%	3.31%	NA	NA
School Climate: Average score (out of 5) of student responses on Youth Truth Survey to "Most adults in this school treat students with respect":	4.34%	4.06%	NA	NA
School Climate: Faculty members responding positively to "I feel physically safe at school." on faculty survey:	85%	85%	85%	85%

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
School Climate: Faculty members responding positively to "I feel emotionally safe at school." on faculty survey:	85%	85%	85%	85%
School Climate: Required drills completed:	100%	100%	100%	100%
School Climate: Information security breaches addressed with 24 hours:	100%	100%	100%	100%
Safety inspection completed?	Y	Y	Y	Y

## Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

### Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:** (Select from All, Students with Disabilities, or Specific Student Groups) **Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Students to be Served selection here] [Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:** (Select from English Learners, Foster Youth, and/or Low Income) **Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s)) **Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)



English Learners  
Foster Youth  
Low Income

LEA-wide

All Schools

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Modified Action

**2017-18 Actions/Services**

Restorative Justice Training: In an effort to make our discipline processes more equitable and have greater impact on the students affected by behavior issues, Summit has moved to a restorative justice model of discipline, and all teachers need ongoing training on facilitating restorative justice properly. All teachers will receive training during site and organization-wide professional development days.

**2018-19 Actions/Services**

Restorative Justice Training: In an effort to make our discipline processes more equitable and have greater impact on the students affected by behavior issues, Summit has moved to a restorative justice model of discipline, and all teachers need ongoing training on facilitating restorative justice properly. All teachers will receive training during site and organization-wide professional development days.

**2019-20 Actions/Services**

Restorative Justice Training: In an effort to make our discipline processes more equitable and have greater impact on the students affected by behavior issues, Summit has moved to a restorative justice model of discipline, and all teachers need to be trained on facilitating restorative justice properly. All teachers will receive training during site professional development days and we will have professional development calibration during February professional development.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$4,545	\$6,554	\$16,171
Source	LCFF Supplemental and Concentration, LCFF Base	LCFF	LCFF
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries

Amount	\$1,948	\$1,638	\$5,390
Source	LCFF Supplemental and Concentration, LCFF Base	LCFF	LCFF
Budget Reference	3000-3999: Employee Benefits	3000-3999: Employee Benefits	3000-3999: Employee Benefits

**Action 2**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners  
Foster Youth  
Low Income

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Modified Action

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2017-18 Actions/Services

Equity and Social Justice Professional Development: As the population at Summit Page 89 of 94 changes with the local population, the faculty is often faced with new social challenges. Summit has formed a Cultural Responsiveness Guiding Coalition to lead the work of aligning our

2018-19 Actions/Services

Diversity, Equity and Inclusion (DEI) Professional Development: As the population at Summit changes with the local population, the faculty is often faced with new social challenges. A DEI team of School Leaders drive the work of aligning our systems to be responsive to the needs

2019-20 Actions/Services

Diversity, Equity and Inclusion (DEI) Professional Development: As the population at Summit changes with the local population, the faculty is often faced with new social challenges. A DEI team of School Leaders drive the work of aligning our systems to be responsive to the needs

systems to be responsive to the needs of students coming from different backgrounds and to continue to develop our teachers' capacity to be responsive in the classroom. Increased awareness of the issues and experiences of our community members will help faculty to create a safe environment for all. This work will be supported by a new Summit Public Schools position specifically focused on researching and implementing best practices of culturally responsive pedagogy.

of students coming from different backgrounds and to continue to develop our teachers' capacity to be responsive in the classroom. In addition, School Leaders receive training on implicit bias in the staff selection process.

of students coming from different backgrounds and to continue to develop our teachers' capacity to be responsive in the classroom. In addition, School Leaders receive training on implicit bias in the staff selection process.

### Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$947	\$1,638	\$10,930
Source	Base	LCFF	LCFF
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$406	\$410	\$3,643
Source	Base	LCFF	LCFF
Budget Reference	3000-3999: Employee Benefits	3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount			\$10,150
Source			LCFF
Budget Reference			5000-5999: Services And Other Operating Expenditures

### Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

2017-18 Actions/Services

Emergency Plan Project: Last year's safety committee devised a comprehensive safety plan to address a variety of emergencies and situations. The Operations and HR Teams will partner with school sites to oversee the implementation of this plan to ensure the physical safety of students and community members. All new faculty, as well as any support personnel or contractors who are frequently in the school, will be trained in these procedures.

Select from New, Modified, or Unchanged for 2018-19

Modified Action

2018-19 Actions/Services

Emergency Plan Project: Our safety committee maintains a comprehensive safety plan to address a variety of emergencies and situations. The Operations and HR Teams will partner with school sites to oversee the implementation of this plan to ensure the physical safety of students and community members. All new faculty, as well as any support personnel or contractors who are frequently in the school, will be trained in these procedures. We are also installing additional security devices.

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2019-20 Actions/Services

Emergency Plan Project: Our safety committee maintains a comprehensive safety plan to address a variety of emergencies and situations. The Operations and HR Teams will partner with school sites to oversee the implementation of this plan to ensure the physical safety of students and community members. All new faculty, as well as any support personnel or contractors who are frequently in the school, will be trained in these procedures.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$2,085	\$3,750	\$3,022
Source	Base	LCFF	LCFF
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$894	\$938	\$1,007
Source	Base	LCFF	LCFF
Budget Reference	3000-3999: Employee Benefits	3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount			\$1,148
Source			LCFF
Budget Reference			5000-5999: Services And Other Operating Expenditures

#### Action 4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

#### Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

#### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

#### Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

#### Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

#### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

#### Actions/Services

Select from New, Modified, or Unchanged

for 2017-18

Select from New, Modified, or Unchanged

for 2018-19

Select from New, Modified, or Unchanged

for 2019-20

Unchanged Action	Unchanged Action	Modified Action
<p>2017-18 Actions/Services</p> <p>Information Safety Project: As more information is stored electronically regarding students and their performance, it becomes even more important for students and parents to feel that their data is safe and accessible only by appropriate parties. Summit is undertaking an organization wide effort to ensure that data is handled properly in all platforms in accordance to both state and federal education code online privacy laws . This work will be overseen by a new Director of Digital Safety on the Technology Team. Additionally, a digital safety curriculum for students and for parents will be developed.</p>	<p>2018-19 Actions/Services</p> <p>Information Safety Project: As more information is stored electronically regarding students and their performance, it becomes even more important for students and parents to feel that their data is safe and accessible only by appropriate parties. Summit is undertaking an organization wide effort to ensure that data is handled properly in all platforms in accordance to both state and federal education code online privacy laws . This work will be overseen by a new Director of Digital Safety on the Technology Team. Additionally, a digital safety curriculum for students and for parents will be developed.</p>	<p>2019-20 Actions/Services</p> <p>Information Safety Project: As more information is stored electronically regarding students and their performance, it becomes even more important for students and parents to feel that their data is safe and accessible only by appropriate parties. Summit is undertaking an organization wide effort to ensure that data is handled properly in all platforms.</p>

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$101	\$47,466	\$28,694
Source	Base	LCFF	LCFF
Budget Reference	1000-1999: Certificated Personnel Salaries	5000-5999: Services And Other Operating Expenditures	5000-5999: Services And Other Operating Expenditures
Amount	\$43		
Source	Base		
Budget Reference	3000-3999: Employee Benefits		

Amount	\$2,894		
Source	Base		
Budget Reference	5000-5999: Services And Other Operating Expenditures		

**Action 5**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**  
 (Select from All, Students with Disabilities, or Specific Student Groups)  
 [Add Location(s) to be Served selection here]      **Location(s):**  
 (Select from All Schools, Specific Schools, and/or Specific Grade Spans)  
 [Add Location(s) selection here]

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**  
 (Select from English Learners, Foster Youth, and/or Low Income)  
 English Learners  
 Foster Youth  
 Low Income

**Scope of Services:**  
 (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))  
 LEA-wide

**Location(s):**  
 (Select from All Schools, Specific Schools, and/or Specific Grade Spans)  
 All Schools

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18      Select from New, Modified, or Unchanged for 2018-19      Select from New, Modified, or Unchanged for 2019-20

Unchanged Action      New Action      Modified Action

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Health/Wellness: We partner with a provider of mental and behavioral health supports to bring site-based counselors for individual and group sessions. The counselors collaborate with faculty and staff to refer students in need, and to monitor progress.	Mental and Behavioral Health Supports: We will continue building partnerships with counseling agencies to increase access to services for our students.	Mental and Behavioral Health Supports: We partner with a provider of mental and behavioral health supports to bring site-based counselors for individual and group sessions. The counselors collaborate with faculty and staff to refer students in need, and to monitor progress.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	\$6,440	\$10,000	\$25,000
Source	Base	LCFF	LCFF
Budget Reference	1000-1999: Certificated Personnel Salaries	5000-5999: Services And Other Operating Expenditures	5000-5999: Services And Other Operating Expenditures
Amount	\$2,760		
Source	Base		
Budget Reference	3000-3999: Employee Benefits		

**Action 6**

[Add Students to be Served selection here] [Add Location(s) selection here]

OR

English Learners	LEA-wide	All Schools
Foster Youth		
Low Income		

**Actions/Services**

	New Action	Unchanged Action
	Dean of Culture & Instruction: A Dean of Culture and Instruction has been added to the faculty to lead and support a positive school-wide culture and climate. The Dean coaches teachers on positive classroom environment, and works directly with students and families to respond to unproductive behaviors.	Dean of Culture & Instruction: A Dean of Culture and Instruction has been added to the faculty to lead and support a positive school-wide culture and climate. The Dean coaches teachers on positive classroom environment, and works directly with students and families to respond to unproductive behaviors.



**Budgeted Expenditures**

Amount	\$79,000	\$58,213
Source	LCFF	LCFF
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$19,750	\$19,404
Source	LCFF	LCFF
Budget Reference	3000-3999: Employee Benefits	3000-3999: Employee Benefits

**Action 7**

[Add Students to be Served selection here] [Add Location(s) selection here]

OR

English Learners Foster Youth Low Income	LEA-wide	All Schools
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**Actions/Services**

New Action

Multi-tiered System of Supports: We are expanding and improving our Multi-tiered System of Supports, with an emphasis on Tier 2 and 3 supports for students who are struggling academically and emotionally. This will be a school-wide effort led by the Dean and Executive Director.

**Budgeted Expenditures**

Amount			\$27,425
Source			LCFF
Budget Reference			1000-1999: Certificated Personnel Salaries
Amount			\$9,142
Source			LCFF
Budget Reference			3000-3999: Employee Benefits

# Goals, Actions, & Services

Strategic Planning Details and Accountability  
Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

## Goal 4

### State and/or Local Priorities addressed by this goal:

State Priorities:

Local Priorities:

### Identified Need:

### Expected Annual Measurable Outcomes

Metrics/Indicators

2017-18

2018-19

2019-20

### Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

### Action 1

OR

Actions/Services

Budgeted Expenditures



# Goals, Actions, & Services

Strategic Planning Details and Accountability  
Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

## Goal 5

State and/or Local Priorities addressed by this goal:

State Priorities:

Local Priorities:

Identified Need:

## Expected Annual Measurable Outcomes

Metrics/Indicators

Baseline

2017-18

2018-19

2019-20

## Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

OR

Actions/Services

Budgeted Expenditures



# Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: 2019-20

Estimated Supplemental and Concentration Grant Funds

\$244366

Percentage to Increase or Improve Services

7.07%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

This year's LCAP includes the following improved and increased targeted supports for our unduplicated pupils:

1. We will continue to improve the structure of our literacy and math intervention courses in order to target these supports more specifically to students in the bottom quintile, to ensure the students who need them most get the most support. A greater share of faculty time will go to this than in prior years.
2. We will greatly improve our program for teacher support and professional development. The Learning Experience team will deliver significantly updated professional development to all teachers throughout the school year, including training on teaching Common Core skills and appropriate academic interventions with a specific focus on serving students in the bottom quintile. Teachers also receive regular coaching from school administrators. All Directors and Deans will receive coaching as instructional leaders. Curricular resources and coaching are provided to teachers focused on targeted supports for English Language Learners. In addition, Summit has in-house mentors for all new teachers as part of their induction.
3. Additionally, the common curriculum and assessments will continue to be improved. The focus will be on differentiating the curriculum to meet the needs of our diverse learners, including the creation of additional scaffolds to support all students.
4. In an effort to improve college readiness supports for all of our students we are investing significant time and professional development into the role of the mentor. Because each mentor is the primary advocate for only about twenty students, we believe that

they have the greatest potential to support students and families through the college planning and application process. The Director of College Readiness will provide professional development for all mentors.

5. Social-emotional learning is inextricably linked to academic learning. Students need Habits of Success — a set of skills, mindsets, dispositions and behaviors grounded in the social nature of learning. To prepare our students for college and career success, we adopted prominent educational psychologist K. Brooke Stafford-Brizard's (2016) "Building Blocks for Learning" as our framework. It outlines 16 key social-emotional learning skills for comprehensive student development. These habits have been infused into our academic curriculum and into our 1:1 mentoring program.

6. The Dean of Operations will oversee all family engagement activities, with the support of a Community Engagement Manager. Having site-based employee with an elevated responsibility for school operations will ensure these activities are high-quality and tailored to the needs of the community, especially higher-needs families.

7. The Dean of Instruction and culture will coach teachers on positive classroom environment, and work directly with students and families to respond to unproductive behaviors. The Dean increases capacity for case-management and mentoring of unduplicated students needing extra support.

8. We are investing significantly in our Multi-Tiered System of Supports, with a specific focus on providing high-quality Tier 2 and Tier 3 interventions. Grade Level Teams will meet regularly to plan interventions and improve them over time.

**LCAP Year: 2018-19**

Estimated Supplemental and Concentration Grant Funds

\$256202

Percentage to Increase or Improve Services

7.88%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.



Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

This year's LCAP includes the following improved and increased targeted supports for our unduplicated pupils:

1. We will revise the structure of our literacy and math intervention courses in order to target these supports more specifically to students in the bottom quintile, to ensure the students who need them most get the most support.
2. We will continue to improve our program for teacher support and professional development. Summit has in-house mentors for all new teachers as part of their induction. In addition, all teachers receive substantial professional development time throughout the school year, including training on teaching Common Core skills, appropriate academic interventions, and coaching from school administrators. Heads of School coach and develop school Directors and Deans as instructional leaders. Curricular resources and coaching are provided to teachers focused on targeted supports for English Language Learners.
3. Additionally, the common curriculum and assessments will continue to be improved. The focus will be on differentiating the curriculum to meet the needs of our diverse learners, including the creation of additional scaffolds to support all students. In an effort to improve college readiness supports for all of our students we are investing significant time and professional development into the role of the mentor.
4. Because each mentor is the primary advocate for only about twenty students, we believe that they have the greatest potential to support students and families through the college planning and application process. The Director of College Readiness will provide professional development for all mentors.
5. Social-emotional learning is inextricably linked to academic learning. Students need Habits of Success — a set of skills, mindsets, dispositions and behaviors grounded in the social nature of learning. To prepare our students for college and career success, we adopted prominent educational psychologist K. Brooke Stafford-Brizard's (2016) "Building Blocks for Learning" as our framework. It outlines 16 key social-emotional learning skills for comprehensive student development. These habits have been infused into our academic curriculum and into our 1:1 mentoring program.
6. The Community Engagement team will partner with school staff to support family engagement, parent leadership development, and communications with families. This team is focused on developing practices and tools that promote culturally responsive family communication and engagement efforts.

7. A Dean of Culture and Instruction has been added to the faculty to lead and support a positive school-wide culture and climate. The Dean coaches teachers on positive classroom environment, and works directly with students and families to respond to unproductive behaviors. The addition of the Dean to the school leadership team will increase capacity for case-management and mentoring of unduplicated students needing extra support.

**LCAP Year: 2017-18**

Estimated Supplemental and Concentration Grant Funds

\$234,285

Percentage to Increase or Improve Services

8.59%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

This year's LCAP includes the following improved and increased targeted supports for our unduplicated pupils:

1. Improved literacy and math intervention courses to include updated and expanded curriculum that will help to increase fluency through integrated reading, writing, and math across a developmental continuum. Offering a more diverse range of texts and richer research-based curriculum will help students achieve proficiency. Literacy research from Fisher and Frey contributed to the improved curriculum as did developmental math research from the Math Project.
2. Additionally, the core content curriculum will also be improved. There will be expert teachers on special assignment enhancing the current research-proven curriculum for Math, English, History, Spanish, Special Education, and Science as well as providing professional development to staff. They will focus on differentiating the curriculum to meet the needs of our diverse learners, including the creation of additional scaffolds to support all students. Also, the TOSAs will fully integrate the Habits of Success program into all of our courses so that our students continue to deeply develop cognitive skills. We work with the Stanford Center for Assessment,

Learning, and Equity and we have developed a more robust Cognitive Skills Rubric this past year that will be integrated into all of our courses. We believe this will more fully serve our diverse student population.

3. In order to increase services for our English Language Learners, professional development and teacher coaching will be provided by our Director of Continuous Improvement. Examples of resources and professional development topics are direct vocabulary and writing instruction, leveling/chunking text, and the use of sentence frames amongst many others.

4. In an effort to improve college readiness supports for all of our students, we will add a College-Readiness Manager to our college readiness team. This person is charged to primarily support the college-going process with students who will be the first to attend in their family. There will be workshops designed for students and families in our younger grades to educate and prepare them for college life. Some topics will include financial literacy, bringing careers to life, financial aid, and college exploration.

5. A Director of Community Engagement will join the school community to cultivate and develop parent support and leadership as well as build family engagement to increase awareness and education related to supporting students.

## Addendum

*The Local Control and Accountability Plan (LCAP) and Annual Update Template documents and communicates local educational agencies' (LEAs) actions and expenditures to support student outcomes and overall performance. The LCAP is a three-year plan, which is reviewed and updated annually, as required. Charter schools may complete the LCAP to align with the term of the charter school's budget, typically one year, which is submitted to the school's authorizer. The LCAP and Annual Update Template must be completed by all LEAs each year.*

*For school districts, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all students and each student group identified by the Local Control Funding Formula (LCFF) (ethnic, socioeconomically disadvantaged, English learners, foster youth, pupils with disabilities, and homeless youth), for each of the state priorities and any locally identified priorities.*

*For county offices of education, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all students and each LCFF student group funded through the county office of education (students attending juvenile court schools, on probation or parole, or expelled under certain conditions) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services funded by a school district that are provided to students attending county-operated schools and programs, including special education programs.*

*If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in Education Code (EC) sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.*

*Charter schools must describe goals and specific actions to achieve those goals for all students and each LCFF subgroup of students including students with disabilities and homeless youth, for each of the state priorities that apply for the grade levels served or the nature of the program operated by the charter school, and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the EC. Changes in LCAP goals and actions/services for charter schools that result from the annual update process do not necessarily constitute a material revision to the school's charter petition.*

*For questions related to specific sections of the template, please see instructions below:*

## **Instructions: Linked Table of Contents**

Plan Summary

Annual Update

Stakeholder Engagement

Goals, Actions, and Services

Planned Actions/Services

Demonstration of Increased or Improved Services for Unduplicated Students

*For additional questions or technical assistance related to completion of the LCAP template, please contact the local county office of education, or the CDE's Local Agency Systems Support Office at: 916-319-0809 or by email at: [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).*

### **Plan Summary**

The LCAP is intended to reflect an LEA's annual goals, actions, services and expenditures within a fixed three-year planning cycle. LEAs must include a plan summary for the LCAP each year.

When developing the LCAP, enter the appropriate LCAP year, and address the prompts provided in these sections. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous summary information with information relevant to the current year LCAP.

In this section, briefly address the prompts provided. These prompts are not limits. LEAs may include information regarding local program(s), community demographics, and the overall vision of the LEA. LEAs may also attach documents (e.g., the California School Dashboard data reports) if desired and/or include charts illustrating goals, planned outcomes, actual outcomes, or related planned and actual expenditures.

An LEA may use an alternative format for the plan summary as long as it includes the information specified in each prompt and the budget summary table.

The reference to California School Dashboard means the California School Dashboard adopted by the State Board of Education under EC Section 52064.5.

### **Comprehensive Support and Improvement**

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA supported the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

## Annual Update

The planned goals, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the previous year's\* approved LCAP; in addition, list the state and/or local priorities addressed by the planned goals. Minor typographical errors may be corrected.

\* For example, for LCAP year 2017/18 of the 2017/18 – 2019/20 LCAP, review the goals in the 2016/17 LCAP. Moving forward, review the goals from the most recent LCAP year. For example, LCAP year 2020/21 will review goals from the 2019/20 LCAP year, which is the last year of the 2017/18 – 2019/20 LCAP.

## Annual Measurable Outcomes

For each goal in the prior year, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in the prior year for the goal.

## Actions/Services

Identify the planned Actions/Services and the budgeted expenditures to implement these actions toward achieving the described goal. Identify the actual actions/services implemented to meet the described goal and the estimated actual annual expenditures to implement the actions/services. As applicable, identify any changes to the students or student groups served, or to the planned location of the actions/services provided.

## Analysis

Using actual annual measurable outcome data, including data from the California School Dashboard, analyze whether the planned actions/services were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions/services to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process.
- Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures or a dollar-for-dollar accounting is not required.
- Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the data provided in the California School Dashboard, as applicable. Identify where those changes can be found in the LCAP.

## Stakeholder Engagement

Meaningful engagement of parents, students, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. EC identifies the minimum consultation requirements for school districts and county offices of education as consulting with teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and pupils in developing the LCAP. EC requires

charter schools to consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the LCAP. In addition, EC Section 48985 specifies the requirements for the translation of notices, reports, statements, or records sent to a parent or guardian.

The LCAP should be shared with, and LEAs should request input from, school site-level advisory groups, as applicable (e.g., school site councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet specific goals.

**Instructions:** The stakeholder engagement process is an ongoing, annual process. The requirements for this section are the same for each year of a three-year LCAP. When developing the LCAP, enter the appropriate LCAP year, and describe the stakeholder engagement process used to develop the LCAP and Annual Update. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous stakeholder narrative(s) and describe the stakeholder engagement process used to develop the current year LCAP and Annual Update.

**School districts and county offices of education:** Describe the process used to consult with the Parent Advisory Committee, the English Learner Parent Advisory Committee, parents, students, school personnel, the LEA's local bargaining units, and the community to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

**Charter schools:** Describe the process used to consult with teachers, principals, administrators, other school personnel, parents, and students to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Describe how the consultation process impacted the development of the LCAP and annual update for the indicated LCAP year, including the goals, actions, services, and expenditures.

## Goals, Actions, and Services

LEAs must include a description of the annual goals, for all students and each LCFF identified group of students, to be achieved for each state priority as applicable to type of LEA. An LEA may also include additional local priorities. This section shall also include a description of the specific planned actions an LEA will take to meet the identified goals, and a description of the expenditures required to implement the specific actions.

**School districts and county offices of education:** The LCAP is a three-year plan, which is reviewed and updated annually, as required.

**Charter schools:** The number of years addressed in the LCAP may align with the term of the charter schools budget, typically one year, which is submitted to the school's authorizer. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

### New, Modified, Unchanged

As part of the LCAP development process, which includes the annual update and stakeholder engagement, indicate if the goal, identified need, related state and/or local priorities, and/or expected annual measurable outcomes for the current LCAP year or future LCAP years are modified or unchanged from the previous year's LCAP; or, specify if the goal is new.

## Goal

State the goal. LEAs may number the goals using the “Goal #” box for ease of reference. A goal is a broad statement that describes the desired result to which all actions/services are directed. A goal answers the question: What is the LEA seeking to achieve?

## Related State and/or Local Priorities

List the state and/or local priorities addressed by the goal. The LCAP must include goals that address each of the state priorities, as applicable to the type of LEA, and any additional local priorities; however, one goal may address multiple priorities. ([Link to State Priorities](#))

## Identified Need

Describe the needs that led to establishing the goal. The identified needs may be based on quantitative or qualitative information, including, but not limited to, results of the annual update process or performance data from the California School Dashboard, as applicable.

## Expected Annual Measurable Outcomes

For each LCAP year, identify the metric(s) or indicator(s) that the LEA will use to track progress toward the expected outcomes. LEAs may identify metrics for specific student groups. Include in the baseline column the most recent data associated with this metric or indicator available at the time of adoption of the LCAP for the first year of the three-year plan. The most recent data associated with a metric or indicator includes data as reported in the annual update of the LCAP year immediately preceding the three-year plan, as applicable. The baseline data shall remain unchanged throughout the three-year LCAP. In the subsequent year columns, identify the progress to be made in each year of the three-year cycle of the LCAP. Consider how expected outcomes in any given year are related to the expected outcomes for subsequent years.

The metrics may be quantitative or qualitative, but at minimum an LEA must use the applicable required metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. For the student engagement priority metrics, as applicable, LEAs must calculate the rates as described in the [LCAP Template Appendix, sections \(a\) through \(d\)](#).

## Planned Actions/Services

For each action/service, the LEA must complete either the section “For Actions/Services not included as contributing to meeting Increased or Improved Services Requirement” or the section “For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement.” The LEA shall not complete both sections for a single action.

## For Actions/Services Not Contributing to Meeting the Increased or Improved Services Requirement

### Students to be Served

The “Students to be Served” box is to be completed for all actions/services except for those which are included by the LEA as contributing to meeting the requirement to increase or improve services for unduplicated students. Indicate in this box which students will benefit from the actions/services by entering “All”, “Students with Disabilities”, or “Specific Student Group(s)”. If “Specific Student Group(s)” is entered, identify the specific student group(s) as appropriate.



## Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must identify "All Schools". If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

**Charter schools** operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering "Specific Schools" and identifying the site(s) where the actions/services will be provided. For charter schools operating only one site, "All Schools" and "Specific Schools" may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

## **For Actions/Services Contributing to Meeting the Increased or Improved Services Requirement:**

### Students to be Served

For any action/service contributing to the LEA's overall demonstration that it has increased or improved services for unduplicated students above what is provided to all students (see Demonstration of Increased or Improved Services for Unduplicated Students section, below), the LEA must identify the unduplicated student group(s) being served.

### Scope of Service

For each action/service contributing to meeting the increased or improved services requirement, identify the scope of service by indicating "LEA-wide", "Schoolwide", or "Limited to Unduplicated Student Group(s)". The LEA must identify one of the following three options:

- If the action/service is being funded and provided to upgrade the entire educational program of the LEA, enter "LEA-wide."
- If the action/service is being funded and provided to upgrade the entire educational program of a particular school or schools, enter "schoolwide".
- If the action/service being funded and provided is limited to the unduplicated students identified in "Students to be Served", enter "Limited to Unduplicated Student Group(s)".

**For charter schools and single-school school districts**, "LEA-wide" and "Schoolwide" may be synonymous and, therefore, either would be appropriate. For charter schools operating multiple schools (determined by a unique CDS code) under a single charter, use "LEA-wide" to refer to all schools under the charter and use "Schoolwide" to refer to a single school authorized within the same charter petition. Charter schools operating a single school may use "LEA-wide" or "Schoolwide" provided these terms are used in a consistent manner through the LCAP.

## Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must indicate "All Schools". If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

**Charter schools** operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering “Specific Schools” and identify the site(s) where the actions/services will be provided. For charter schools operating only one site, “All Schools” and “Specific Schools” may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

## **Actions/Services**

For each LCAP year, identify the actions to be performed and services provided to meet the described goal. Actions and services that are implemented to achieve the identified goal may be grouped together. LEAs may number the action/service using the “Action #” box for ease of reference.

### **New/Modified/Unchanged:**

- Enter “New Action” if the action/service is being added in any of the three years of the LCAP to meet the articulated goal.
- Enter “Modified Action” if the action/service was included to meet an articulated goal and has been changed or modified in any way from the prior year description.
- Enter “Unchanged Action” if the action/service was included to meet an articulated goal and has not been changed or modified in any way from the prior year description.
  - If a planned action/service is anticipated to remain unchanged for the duration of the plan, an LEA may enter “Unchanged Action” and leave the subsequent year columns blank rather than having to copy/paste the action/service into the subsequent year columns. Budgeted expenditures may be treated in the same way as applicable.

**Note:** The goal from the prior year may or may not be included in the current three-year LCAP. For example, when developing year 1 of the LCAP, the goals articulated in year 3 of the preceding three-year LCAP will be from the prior year.

**Charter schools** may complete the LCAP to align with the term of the charter school’s budget that is submitted to the school’s authorizer. Accordingly, a charter school submitting a one-year budget to its authorizer may choose not to complete the year 2 and year 3 portions of the “Goals, Actions, and Services” section of the template. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

## **Budgeted Expenditures**

For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA’s budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by EC sections 52061, 52067, and 47606.5.

Expenditures that are included more than once in an LCAP must be indicated as a duplicated expenditure and include a reference to the goal and action/service where the expenditure first appears in the LCAP.

If a county superintendent of schools has jurisdiction over a single school district, and chooses to complete a single LCAP, the LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted expenditures are aligned.

## **Demonstration of Increased or Improved Services for Unduplicated Students**

This section must be completed for each LCAP year. When developing the LCAP in year 2 or year 3, copy the "Demonstration of Increased or Improved Services for Unduplicated Students" table and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the current year LCAP. Retain all prior year sections for each of the three years within the LCAP.

### **Estimated Supplemental and Concentration Grant Funds**

Identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner students as determined pursuant to California Code of Regulations, Title 5 (5 CCR) Section 15496(a)(5).

### **Percentage to Increase or Improve Services**

Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. This description must address how the action(s)/service(s) limited for one or more unduplicated student group(s), and any schoolwide or districtwide action(s)/service(s) supported by the appropriate description, taken together, result in the required proportional increase or improvement in services for unduplicated pupils.

If the overall increased or improved services include any actions/services being funded and provided on a schoolwide or districtwide basis, identify each action/service and include the required descriptions supporting each action/service as follows.

For those services being provided on an LEA-wide basis:

- For school districts with an unduplicated pupil percentage of 55% or more, and for charter schools and county offices of education: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities.
- For school districts with an unduplicated pupil percentage of less than 55%: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the services are **the most effective use of the funds to** meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience or educational theory.

For school districts only, identify in the description those services being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis:

- For schools with 40% or more enrollment of unduplicated pupils: Describe how these services are **principally directed to** and **effective in** meeting its goals for its unduplicated pupils in the state and any local priorities.
- For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils: Describe how these services are **principally directed to** and how the services are **the most effective use of the funds to** meet its goals for English learners, low income students and foster youth, in the state and any local priorities.

# State Priorities

**Priority 1: Basic Services** addresses the degree to which:

- A. Teachers in the LEA are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- B. Pupils in the school district have sufficient access to the standards-aligned instructional materials; and
- C. School facilities are maintained in good repair.

**Priority 2: Implementation of State Standards** addresses:

- A. The implementation of state board adopted academic content and performance standards for all students, which are:
  - a. English Language Arts – Common Core State Standards (CCSS) for English Language Arts
  - b. Mathematics – CCSS for Mathematics
  - c. English Language Development (ELD)
  - d. Career Technical Education
  - e. Health Education Content Standards
  - f. History-Social Science
  - g. Model School Library Standards
  - h. Physical Education Model Content Standards
  - i. Next Generation Science Standards
  - j. Visual and Performing Arts
  - k. World Language; and
- B. How the programs and services will enable English learners to access the CCSS and the ELD standards for purposes of gaining academic content knowledge and English language proficiency.

**Priority 3: Parental Involvement** addresses:

- A. The efforts the school district makes to seek parent input in making decisions for the school district and each individual school site;
- B. How the school district will promote parental participation in programs for unduplicated pupils; and
- C. How the school district will promote parental participation in programs for individuals with exceptional needs.

**Priority 4: Pupil Achievement** as measured by all of the following, as applicable:

- A. Statewide assessments;
- B. The Academic Performance Index;
- C. The percentage of pupils who have successfully completed courses that satisfy University of California (UC) or California State University (CSU) entrance requirements, or programs of study that align with state board approved career technical educational standards and framework;
- D. The percentage of English learner pupils who make progress toward English proficiency as measured by the California English Language Development Test (CELDT);
- E. The English learner reclassification rate;
- F. The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher; and
- G. The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, or any subsequent assessment of college preparedness.

**Priority 5: Pupil Engagement** as measured by all of the following, as applicable:

- A. School attendance rates;
- B. Chronic absenteeism rates;
- C. Middle school dropout rates;
- D. High school dropout rates; and
- E. High school graduation rates;

**Priority 6: School Climate** as measured by all of the following, as applicable:

- A. Pupil suspension rates;
- B. Pupil expulsion rates; and
- C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness.

**Priority 7: Course Access** addresses the extent to which pupils have access to and are enrolled in:

- A. A broad course of study including courses described under *EC* sections 51210 and 51220(a)-(i), as applicable;
- B. Programs and services developed and provided to unduplicated pupils; and
- C. Programs and services developed and provided to individuals with exceptional needs.

**Priority 8: Pupil Outcomes** addresses pupil outcomes, if available, for courses described under *EC* sections 51210 and 51220(a)-(i), as applicable.

**Priority 9: Coordination of Instruction of Expelled Pupils (COE Only)** addresses how the county superintendent of schools will coordinate instruction of expelled pupils.

**Priority 10. Coordination of Services for Foster Youth (COE Only)** addresses how the county superintendent of schools will coordinate services for foster children, including:

- A. Working with the county child welfare agency to minimize changes in school placement
- B. Providing education-related information to the county child welfare agency to assist in the delivery of services to foster children, including educational status and progress information that is required to be included in court reports;
- C. Responding to requests from the juvenile court for information and working with the juvenile court to ensure the delivery and coordination of necessary educational services; and
- D. Establishing a mechanism for the efficient expeditious transfer of health and education records and the health and education passport.

**Local Priorities** address:

- A. Local priority goals; and
- B. Methods for measuring progress toward local goals.

# APPENDIX A: PRIORITIES 5 AND 6 RATE CALCULATION INSTRUCTIONS

For the purposes of completing the LCAP in reference to the state priorities under *EC* sections 52060 and 52066, as applicable to type of LEA, the following shall apply:

(a) "Chronic absenteeism rate" shall be calculated as follows:

- (1) The number of K-8 students who were absent 10 percent or more of the school days excluding students who were:
  - (A) enrolled less than 31 days
  - (B) enrolled at least 31 days but did not attend at least one day
  - (C) flagged as exempt in the district attendance submission. K-8 students are considered to be exempt if they:
    - (i) are enrolled in a Non-Public School
    - (ii) receive instruction through a home or hospital instructional setting
    - (iii) are attending a community college full-time.
- (2) The number of students who meet the enrollment requirements.
- (3) Divide (1) by (2).

(b) "High school dropout rate" shall be calculated as follows:

- (1) The number of cohort members who dropout by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
- (2) The total number of cohort members.
- (3) Divide (1) by (2).

(c) "High school graduation rate" shall be calculated as follows:

- (1) For a 4-Year Cohort Graduation Rate:
  - (A) The number of students in the cohort who earned a regular high school diploma by the end of year 4 in the cohort.
  - (B) The total number of students in the cohort.
  - (C) Divide (1) by (2).
- (2) For a Dashboard Alternative Schools Status (DASS) Graduation Rate:
  - (A) The number of students who either graduated as grade 11 students or who earned any of the following:
    - (i) a regular high school diploma
    - (ii) a High School Equivalency Certificate
    - (iii) an adult education diploma
    - (iv) a Certificate of Completion and was eligible for the California Alternative Assessment if under the age of 20.
  - (B) The number of students in the DASS graduation cohort.
  - (C) Divide (1) by (2).

(d) "Suspension rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(e) "Expulsion rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).

(3) Divide (1) by (2).

NOTE: Authority cited: Sections 42238.07 and 52064, *Education Code*. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.6, 47606.5, 48926, 52052, 52060, 52061, 52062, 52063, 52064, 52066, 52067, 52068, 52069, 52070, 52070.5, and 64001,; 20 U.S.C. Sections 6312 and 6314.



## **APPENDIX B: GUIDING QUESTIONS**

### **Guiding Questions: Annual Review and Analysis**

- 1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to EC Section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 3) How have the actions/services addressed the identified needs and goals of specific school sites and were these actions/services effective in achieving the desired outcomes?
- 4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
- 5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
- 6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

### **Guiding Questions: Stakeholder Engagement**

- 1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in *EC* Section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to *EC* sections 52062, 52068, or 47606.5, as applicable, including engagement with representatives of parents and guardians of pupils identified in *EC* Section 42238.01?
- 6) What specific actions were taken to consult with pupils to meet the requirements 5 *CCR* Section 15495(a)?

- 7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

## **Guiding Questions: Goals, Actions, and Services**

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning": Basic Services (Priority 1), the Implementation of State Standards (Priority 2), and Course Access (Priority 7)?
- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes": Pupil Achievement (Priority 4), Pupil Outcomes (Priority 8), Coordination of Instruction of Expelled Pupils (Priority 9 – COE Only), and Coordination of Services for Foster Youth (Priority 10 – COE Only)?
- 3) What are the LEA's goal(s) to address state priorities related to parent and pupil "Engagement": Parental Involvement (Priority 3), Pupil Engagement (Priority 5), and School Climate (Priority 6)?
- 4) What are the LEA's goal(s) to address any locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for unduplicated pupils as defined in *EC* Section 42238.01 and groups as defined in *EC* Section 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in *EC* Section 52052?
- 11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to *EC* Section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 12) How do these actions/services link to identified goals and expected measurable outcomes?
- 13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?

*Prepared by the California Department of Education, January 2019*

# LCAP Expenditure Summary

Funding Source	Total Expenditures by Funding Source						2017-18 through 2019-20 Total
	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total	
All Funding Sources	829,133.00	780,294.00	825,979.00	829,133.00	1,304,403.00	2,959,515.00	
Base	0.00	0.00	0.00	0.00	0.00	0.00	
LCFF	0.00	0.00	270,055.00	0.00	0.00	270,055.00	
LCFF Supplemental and Concentration, LCFF Base	706,109.00	701,585.00	0.00	706,109.00	1,173,041.00	1,879,150.00	
LCFF, Title I	0.00	0.00	555,624.00	0.00	0.00	555,624.00	
LCFF, Title II	9,856.00	18,368.00	0.00	9,856.00	60,456.00	70,312.00	
Supplemental and Concentration	57,872.00	60,341.00	0.00	57,872.00	70,906.00	128,778.00	
Title I	0.00	0.00	300.00	0.00	0.00	300.00	
	55,296.00	0.00	0.00	55,296.00	0.00	55,296.00	

\* Totals based on expenditure amounts in goal and annual update sections.

Object Type	Total Expenditures by Object Type					
	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
All Expenditure Types	829,133.00	780,294.00	825,979.00	829,133.00	1,304,403.00	2,959,515.00
1000-1999: Certificated Personnel Salaries	239,168.00	235,596.00	208,139.00	239,168.00	482,743.00	930,050.00
2000-2999: Classified Personnel Salaries	11,520.00	11,232.00	23,054.00	11,520.00	16,110.00	50,684.00
3000-3999: Employee Benefits	62,767.00	61,707.00	89,207.00	62,767.00	166,283.00	318,257.00
5000-5999: Services And Other Operating Expenditures	515,678.00	471,759.00	505,579.00	515,678.00	639,267.00	1,660,524.00

\* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type and Funding Source							
Object Type	Funding Source	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
All Expenditure Types	All Funding Sources	829,133.00	780,294.00	825,979.00	829,133.00	1,304,403.00	2,959,515.00
1000-1999: Certified Personnel Salaries	Base	0.00	0.00	79,443.00	0.00	0.00	79,443.00
1000-1999: Certified Personnel Salaries	LCFF	187,046.00	220,902.00	0.00	187,046.00	437,401.00	624,447.00
1000-1999: Certified Personnel Salaries	LCFF Supplemental and Concentration, LCFF Base	0.00	0.00	128,696.00	0.00	0.00	128,696.00
1000-1999: Certified Personnel Salaries	LCFF, Title I	7,885.00	14,694.00	0.00	7,885.00	45,342.00	53,227.00
1000-1999: Certified Personnel Salaries	Title I	44,237.00	0.00	0.00	44,237.00	0.00	44,237.00
2000-2999: Classified Personnel Salaries	Base	0.00	0.00	23,054.00	0.00	0.00	23,054.00
2000-2999: Classified Personnel Salaries	LCFF	11,520.00	11,232.00	0.00	11,520.00	16,110.00	27,630.00
2000-2999: Classified Personnel Salaries	LCFF Supplemental and Concentration, LCFF Base	0.00	0.00	0.00	0.00	0.00	0.00
3000-3999: Employee Benefits		0.00	0.00	0.00	0.00	0.00	0.00
3000-3999: Employee Benefits	Base	0.00	0.00	34,051.00	0.00	0.00	34,051.00
3000-3999: Employee Benefits	LCFF	49,737.00	58,033.00	0.00	49,737.00	151,169.00	200,906.00
3000-3999: Employee Benefits	LCFF Supplemental and Concentration, LCFF Base	0.00	0.00	55,156.00	0.00	0.00	55,156.00
3000-3999: Employee Benefits	LCFF, Title I	1,971.00	3,674.00	0.00	1,971.00	15,114.00	17,085.00
3000-3999: Employee Benefits	Title I	11,059.00	0.00	0.00	11,059.00	0.00	11,059.00
5000-5999: Services And Other Operating Expenditures		0.00	0.00	0.00	0.00	0.00	0.00
5000-5999: Services And Other Operating Expenditures	Base	0.00	0.00	133,507.00	0.00	0.00	133,507.00
5000-5999: Services And Other Operating Expenditures	LCFF	457,806.00	411,418.00	0.00	457,806.00	568,361.00	1,026,167.00

		Total Expenditures by Object Type and Funding Source					
Object Type	Funding Source	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
5000-5999: Services And Other Operating Expenditures	LCFF Supplemental and Concentration, LCFF Base	0.00	0.00	371,772.00	0.00	0.00	371,772.00
5000-5999: Services And Other Operating Expenditures	LCFF, Title II	57,872.00	60,341.00	0.00	57,872.00	70,906.00	128,778.00
5000-5999: Services And Other Operating Expenditures	Supplemental and Concentration	0.00	0.00	300.00	0.00	0.00	300.00

\* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Goal						
Goal	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
<b>Goal 1</b>	553,412.00	580,648.00	649,475.00	553,412.00	987,690.00	2,190,577.00
<b>Goal 2</b>	104,577.00	77,526.00	153,441.00	104,577.00	97,374.00	355,392.00
<b>Goal 3</b>	171,144.00	122,120.00	23,063.00	171,144.00	219,339.00	413,546.00

\* Totals based on expenditure amounts in goal and annual update sections.

Expenditures Contributing to Increased/Improved Requirement by Funding Source						
Funding Source	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	
All Funding Sources						



Expenditures NOT Contributing to Increased/Improved Requirement by Funding Source					
Funding Source	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20
All Funding Sources					

**Local Control and Accountability Plan (LCAP)  
Every Student Succeeds Act (ESSA)  
Federal Addendum Template**

**LEA Name**

Summit Public School: Tahoma

**CDS Code:**

43104390123794

**Link to the LCAP:**

*(optional)*

**For which ESSA programs apply to your LEA?**

Choose From:

**TITLE I, PART A**

Improving Basic Programs Operated by  
State and Local Educational Agencies

**TITLE II, PART A**

Supporting Effective Instruction

*(note: This list only includes ESSA programs with LEA plan requirements; not all ESSA programs.)*

*In the following pages, ONLY complete the sections for the corresponding programs.*

## Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

**The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding.** LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

**The LEA must address the Strategy and Alignment prompts provided on the following page.**

**Each provision for each program must be addressed,** unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

## Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

The LEA uses federal funds to supplement local priorities as reflected in our LCAP by developing our LCAP goals in conjunction with the priority goals that we are realizing under the LCFF. Our LCAP's goals focus on college readiness, parent and community engagement, and school safety. The integration of ESSA with the LCAP represents an opportunity to strategically prioritize specific actions and services within the goals and services based on the action's focus on underserved students.

## Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

The LEA will align federal funds by planning specific actions to be funded by those federal funds and will track revenues. School staff will be educated on the types of programs that are funded by the various federal, state and local sources.

## ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

### TITLE I, PART A

#### Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 (as applicable)

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

- (A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
- (B) identifying students who may be at risk for academic failure;
- (C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
- (D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

#### Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 (as applicable)

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

**Career Technical and Work-based Opportunities**

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A-B)	2, 4, 7 <i>(as applicable)</i>

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

- (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
- (B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

## TITLE II, PART A

### Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 (as applicable)

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

The LEA invests significant employee time into a robust hiring process to ensure that all teachers and administrators are best fits for the school and the students. Additionally, there is a significant credential audit performed every year to ensure that all new and returning teachers are appropriately credentialed, and to ensure that teachers are accurately informed about the requirements for keeping their credential current. Exit procedures, such as an exit interview or exit survey, will also be explored in order to identify primary causes of personnel loss and to increase retention.

The LEA has in-house mentors for all new teachers as part of their induction. In addition, all teachers receive substantial professional development time throughout the school year, including training on teaching Common Core skills, appropriate academic interventions, and coaching from school administrators. The Superintendent coaches and develops school Directors and Deans as instructional leaders. Curricular resources and coaching are provided to teachers focused on targeted supports for English Language Learners.

The LEA implements a common assessment plan across schools. This plan includes Common Core aligned projects and content assessments that teachers collaboratively plan, edit, execute, and provide feedback on. Through the planning process, teachers gain greater understanding of the Common Core and are able to guide students to proficiency more fluidly. The work that students do as part of the common assessment plan is more authentic to real world skills, enabling them to better meet Common Core proficiency standards. Teachers have set aside time to become familiar with the parts of the assessment plan, as well as time each week dedicated to improving the projects and content assessments - enhancing projects, customizing projects for their students, correcting faulty assessment questions, and building challenges and enrichment into the curriculum. Teachers also have dedicated days of professional development around assessment calibration, and long-term curriculum planning.

## TITLE III, PART A

### Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 ( <i>as applicable</i> )

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

## ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

### TITLE I, PART A

#### Poverty Criteria

ESSA SECTION(S)	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

N/A. The School acts as its own LEA.



## ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed**, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

### TITLE I, PART A

#### Educator Equity

ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

The LEA does not have any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers because all students of any given grade level are taught by the same teachers. Classes are untracked and there is one grade level teacher per subject area.

The LEA's assessment system measures students' progress across all of the standards that describe college readiness, thereby allowing teachers to differentiate their instruction and provide each student with exactly what they need to continue towards mastery. In partnership with Stanford's Center for Assessment, Learning & Equity (SCALE), which is responsible for the creation of the Smarter Balanced performance tasks, all Summit schools have developed and collectively agreed upon a common assessment system. This allows educators to compare data across classrooms and schools to further inform best teaching practices. Teachers spend time during their professional development analyzing data about the assessments they have been giving. Additionally, teachers review weekly data packets of results for every assessment that every student takes.

All students are given the exact same assessments and are placed accordingly in appropriate intervention classes (Summit Solves, Summit Reads, Personalized Learning Time.) Summit does not use any additional student status when placing students in classes or in deciding which assessments a student should take, every student takes every assessment and every student takes every class. Intervention courses are tiered according to student level and the tiered groups are dynamic.

#### Parent and Family Engagement

ESSA SECTIONS 1112(B)(3) AND 1112(B)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).  
Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

The LEA has an Parent and Family Engagement Policy that is:

- Adopted and developed with input from parents and staff
- Approved by the Summit Public Schools Board of Directors,
- Reviewed annually and, if needed, revised to include parent feedback.

The LEA distributes the Parent and Family Engagement Policy to parents by including it in the Student & Family Handbook each year. The Student & Family Handbook is available in print copy and also posted to the School's website. The School translates the Student & Family Handbook into the following languages- Spanish.

Coordination: The Summit Public Schools Communications and Operations works closely with School Leaders and site based Community Engagement Managers to support a comprehensive parent involvement strategy that involves communication, government policy, academic programs, and others. This is achieved through an annual coordinated effort and subsequent regular communications and meetings among teams.

Technical Assistance: The School provides a 1:1 student to laptop ratio. The School strives to increase access to technology for all families by keeping an open door policy (laptops available on the school site for family use as needed), by beginning a system where students are allowed to take their laptops home, and by offering "office hours" where school staff are available to help families with technical issues as needed.

Support with planning and implementing parent and family engagement activities: Each year, the School will create and Annual Family Engagement Plan to meet the needs and desires of the school's parent/family community. This plan will reflect/incorporate feedback provided by parents through surveys and/or through regular in-person meetings. If the School seeks assistance or support to implement its Annual Family Engagement Plan, such assistance and/or support will be provided by the Summit Public Schools Home Office teams in a timely and effective manner.

Eliminating Barriers to Participation: Translated documents are provided for every communication made to families regarding Title I services and programs. We offer various times for our events so that families may select a time that works for them and their work schedule.

## **Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children**

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Summit Tahoma operates a School Wide Title I Program.

Title I Funds are used to supplement the regular core academic program in order to ensure that all students achieve a high level of academic proficiency. The services provided will be provided for the benefit of all students.

Services provided include, but are not limited to:

- Extended learning time after school and during the summer.
- Smaller class size and small group work
- Parent & Family Engagement
- Standards-based literacy/mathematics curriculum and interventions
- Research of best practices (scientifically-based practices)
- Analyze data and create measurable objectives for continuous and substantial progress of low-performing students.
- Monitor and ongoing assessment of progress

### **Homeless Children and Youth Services**

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Consistent with McKinney Vento, the LEA will work with homeless students and their families to provide them with equal access to the same free, appropriate education provided to other students. Special attention will be given to ensuring the identification, enrollment, and attendance of homeless students not currently attending school, as well as mitigating educational barriers to their academic success. Additionally, the LEA will take reasonable steps to ensure that homeless students are not stigmatized or segregated in a separate setting or in a separate program within a school on the basis of their homeless status.

### **Student Transitions**

ESSA SECTIONS 1112(b)(8), 1112(b)(10), and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) coordination with institutions of higher education, employers, and other local partners; and
- (B) increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

The School systemically reviews (on a weekly basis) the following early warning indicator data to identify students in 9th grade needing additional support as they transition from middle school to high school:

- Absences
- Behavior: discipline incidents such as referrals to the office, removal from the classroom, etc.
- Coursework (failures/grades)
- Assessment data identifying students not performing at grade level

The School systemically uses the following approaches to support students transitioning from middle school to high school:

- Data system in place at the school level for early warning indicators to identify students in need of additional support/interventions.
- Progress monitoring process outlines how data are to be monitored, when family and student are informed, and required actions to be taken and assessed for effectiveness.
- Orientation opportunities for students and families to build connection to school and each other
- Strong faculty/staff mentors assigned to incoming 9th graders.
- Building a culture of school wide staff expectations that all students can succeed.
- Common planning time for 9th grade staff teams.
- Mentor time for key skill development in social and academics, with an intentional connection to a caring adult.

### **Additional Information Regarding Use of Funds Under this Part**

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and
- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **TITLE I, PART D**

### **Description of Program**

ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

### **Formal Agreements**

ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the LEA and correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

### **Comparable Education Program**

ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

### **Successful Transitions**

ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

### **Educational Needs**

ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

**Social, Health, and Other Services**  
ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

**Postsecondary and Workforce Partnerships**  
ESSA SECTION 1423(7)

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

**Parent and Family Involvement**  
ESSA SECTION 1423(8)

Provide a description of formal agreements, regarding the program to be assisted, between the

- (A) LEA; and
- (B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

**Program Coordination**  
ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

**Probation Officer Coordination**  
ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

**Individualized Education Program Awareness**  
ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

**Alternative Placements**  
ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

## TITLE II, PART A

### Professional Growth and Improvement

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

The LEA invests significant employee time into a robust hiring process to ensure that all teachers are best fits for the school and the students. Additionally, there is a significant credential audit performed every year to ensure that all new and returning teachers are appropriately credentialed, and to ensure that teachers are accurately informed about the requirements for keeping their credential current. Exit procedures, such as an exit interview or exit survey, will also be explored in order to identify primary causes of personnel loss and to increase retention.

The School's teacher evaluation process framework includes the following criteria:

- Centering instruction on high expectations for student achievement.
- Demonstrating effective teaching practices.
- Recognizing individual student learning needs and developing strategies to address those needs.
- Providing clear and intentional focus on subject matter content and curriculum.
- Fostering and managing a safe, positive learning environment.
- Using multiple student data elements to modify instruction and improve student learning.
- Communicating and collaborating with parents and school community.
- Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

The School systemically supports new teachers by implementing the following strategies:

- Orientation provided for new teachers on school and LEA beliefs and practices.
- New teachers provided opportunity to participate in ongoing professional learning opportunities that promote reflection, collaboration, and professional growth.
- One-on-one weekly coaching using our "Summit Classroom Look-fors." All teachers get weekly one-on-one in person meetings and weekly observations, we then decide on personalized pathways for each teacher and design a support plan based on specific goals and needs. We track weekly progress of these goals.

The School's principal evaluation framework includes the following criteria:

- Creating a school culture that promotes the ongoing improvement of learning and teaching for students and staff.
- Demonstrating commitment to closing the achievement gap.
- Providing for school safety.
- Leading the development, implementation and evaluation of a data-driven plan for increasing student achievement, including the use of multiple student data elements.
- Assisting instructional staff with alignment of curriculum, instruction, and assessment with state and local school district learning goals.
- Monitoring, assisting, and evaluating effective instruction and assessment practices.
- Managing both staff and fiscal resources to support student achievement and legal responsibilities.
- Partnering with the school community to promote student learning.
- Principals receive 1:1 coaching using the "Summit School Leader Look-fors."

### Prioritizing Funding

ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).



**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A- The School acts as its own LEA

**Data and Ongoing Consultation to Support Continuous Improvement**  
ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

At Summit Tahoma teachers plan by deeply analyzing and internalizing instructional outcomes and student data. The Summit Learning Platform provides teachers with real-time student performance data. This data is used to design personalized activities that drive student towards those outcomes and determine what group and individual support are needed for their students to achieve ambitious goals.

The School is committed to using student performance data to refine and improve the education program. Specifically, the faculty will devote at least 6 hours of faculty meetings during each semester to analyze the data, and to propose research-based changes to the educational program based upon it. Changes will be adopted based on full faculty consensus.

School Leader (Principal) effectiveness is ultimately measured by student performance. Coaching seeks to connect School Leader actions to teacher actions and student outcomes and is rooted in student data. The effectiveness of the coaching relationship is measured in movement of student data.

## **TITLE III, PART A**

### **Title III Professional Development**

ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

### **Enhanced Instructional Opportunities**

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

### **Title III Programs and Activities**

ESSA SECTIONS 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

### **English Proficiency and Academic Achievement**

ESSA SECTIONS 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (C) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (D) meeting the challenging State academic standards.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

## **TITLE IV, PART A**

### **Title IV, Part A Activities and Programs**

ESSA SECTION 4106(e)(1)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**





<b>DISTRICT\CHARTER NAME</b>		<b>Summit Tahoma</b>
		<b>AMOUNT</b>
<b>LCAP \$ (2.31% COLA)</b>	<b>(i)</b>	<b>\$ 294,811</b>
<b>LCAP \$ (0% COLA)</b>	<b>(ii)</b>	<b>\$ 288,188</b>
<b>Proportionality Backfill Amount (Supplemental + Concentration)</b>	<b>(i - ii)</b>	<b>\$ 6,623</b>

<b>CURRENT YEAR % TO INCREASE OR IMPROVE SERVICES</b>	<b>6.99%</b>
-----------------------------------------------------------	--------------

LCFF Calculator Universal Assumptions	
Summit Public School: Tahoma (123794)	
<b>Summary of Funding</b>	
	2020-21
<b>Target Components:</b>	
COLA & Augmentation	0.00%
Base Grant Proration Factor	2.31%
Add-on, ERT & MSA Proration Factor	0.00%
Base Grant	4,108,446
Grade Span Adjustment	107,188
Supplemental Grant	294,811
Concentration Grant	-
Add-ons	-
Total Target	4,510,445
<b>Transition Components:</b>	
Target	\$ 4,510,445
Funded Based on Target Formula (PY P-2)	TRUE
Floor	4,289,159
Remaining Need after Gap (informational only)	-
Gap %	100%
Current Year Gap Funding	-
Miscellaneous Adjustments	-
Economic Recovery Target	-
Additional State Aid	-
<b>Total LCFF Entitlement</b>	<b>\$ 4,510,445</b>
<b>Components of LCFF By Object Code</b>	
	2020-21
8011 - State Aid	\$ 1,847,962
8011 - Fair Share	-
8311 & 8590 - Categoricals	-
EPA (for LCFF Calculation purposes)	721,913
<i>Local Revenue Sources:</i>	
8021 to 8089 - Property Taxes	-
8096 - In-Lieu of Property Taxes	1,940,570
Property Taxes net of in-lieu	-
<b>TOTAL FUNDING</b>	<b>\$ 4,510,445</b>
Basic Aid Status	-
Less: Excess Taxes	\$ -
Less: EPA in Excess to LCFF Funding	\$ -
<b>Total Phase-In Entitlement</b>	<b>\$ 4,510,445</b>
<b>EPA Details</b>	
% of Adjusted Revenue Limit - Annual	36.47000000%
% of Adjusted Revenue Limit - P-2	36.47000000%
EPA (for LCFF Calculation purposes)	\$ 721,913
8012 - EPA, Current Year Receipt (P-2 plus Current Year Accrual)	721,913
8019 - EPA, Prior Year Adjustment (P-A less Prior Year Accrual)	-
Accrual (from Assumptions)	-

LCFF Calculator Universal Assumptions	
Summit Public School: Tahoma (123794)	
Summary of Student Population	
2020-21	
<b>Unduplicated Pupil Population</b>	
Enrollment	458
COE Enrollment	-
<i>Total Enrollment</i>	<u>458</u>
Unduplicated Pupil Count	158
COE Unduplicated Pupil Count	-
<i>Total Unduplicated Pupil Count</i>	<u>158</u>
Rolling %, Supplemental Grant	34.9700%
Rolling %, Concentration Grant	34.9700%
<b>FUNDED ADA</b>	
<b>Adjusted Base Grant ADA</b>	<i>Current Year</i>
Grades TK-3	-
Grades 4-6	-
Grades 7-8	-
Grades 9-12	430.47
<b>Total Adjusted Base Grant ADA</b>	<u>430.47</u>
<b>Necessary Small School ADA</b>	<i>Current year</i>
Grades TK-3	-
Grades 4-6	-
Grades 7-8	-
Grades 9-12	-
<b>Total Necessary Small School ADA</b>	<u>-</u>
<b>Total Funded ADA</b>	<b>430.47</b>
<b>ACTUAL ADA (Current Year Only)</b>	
Grades TK-3	-
Grades 4-6	-
Grades 7-8	-
Grades 9-12	430.47
<b>Total Actual ADA</b>	<u>430.47</u>
<i>Funded Difference (Funded ADA less Actual ADA)</i>	-

LCAP Percentage to Increase or Improve Services	
2020-21	
Current year estimated supplemental and concentr	\$ 294,811
Current year Percentage to Increase or Improve Se	6.99%

LCFF Calculator Universal Assumptions		
Summit Public School: Tahoma (123794)		
Summary of Funding		
		2020-21
<b>Target Components:</b>		
COLA & Augmentation		0.00%
Base Grant Proration Factor		0.00%
Add-on, ERT & MSA Proration Factor		0.00%
Base Grant		4,015,894
Grade Span Adjustment		104,605
Supplemental Grant		288,188
Concentration Grant		-
Add-ons		-
<b>Total Target</b>		<b>4,408,687</b>
<b>Transition Components:</b>		
Target	\$	4,408,687
Funded Based on Target Formula (PY P-2)		TRUE
Floor		4,289,159
Remaining Need after Gap (informational only)		-
Gap %		100%
Current Year Gap Funding		-
Miscellaneous Adjustments		-
Economic Recovery Target		-
Additional State Aid		-
<b>Total LCFF Entitlement</b>	<b>\$</b>	<b>4,408,687</b>
<b>Components of LCFF By Object Code</b>		
		2020-21
8011 - State Aid	\$	1,746,204
8011 - Fair Share		-
8311 & 8590 - Categoricals		-
EPA (for LCFF Calculation purposes)		721,913
<i>Local Revenue Sources:</i>		
0021 to 8009 - Property Taxes		-
8096 - In-Lieu of Property Taxes		1,940,570
<i>Property Taxes net of in-lieu</i>		-
<b>TOTAL FUNDING</b>	<b>\$</b>	<b>4,408,687</b>
Basic Aid Status		-
Less: Excess Taxes	\$	-
Less: EPA in Excess to LCFF Funding	\$	-
<b>Total Phase-In Entitlement</b>	<b>\$</b>	<b>4,408,687</b>
<b>EPA Details</b>		
% of Adjusted Revenue Limit - Annual		36.47000000%
% of Adjusted Revenue Limit - P-2		36.47000000%
EPA (for LCFF Calculation purposes)	\$	721,913
8012 - EPA, Current Year Receipt (P-2 plus Current Year Accrual)		721,913
8019 - EPA, Prior Year Adjustment (P-A less Prior Year Accrual)		-
Accrual (from Assumptions)		-



LCFF Calculator Universal Assumptions	
Summit Public School: Tahoma (123794)	
Summary of Student Population	
2020-21	
<b>Unduplicated Pupil Population</b>	
Enrollment	458
COE Enrollment	-
<i>Total Enrollment</i>	<u>458</u>
Unduplicated Pupil Count	158
COE Unduplicated Pupil Count	-
<i>Total Unduplicated Pupil Count</i>	<u>158</u>
Rolling %, Supplemental Grant	34.9700%
Rolling %, Concentration Grant	34.9700%
<b>FUNDED ADA</b>	
<b>Adjusted Base Grant ADA</b>	<i>Current Year</i>
Grades TK-3	-
Grades 4-6	-
Grades 7-8	-
Grades 9-12	430.47
<b>Total Adjusted Base Grant ADA</b>	<u>430.47</u>
<b>Necessary Small School ADA</b>	<i>Current year</i>
Grades TK-3	-
Grades 4-6	-
Grades 7-8	-
Grades 9-12	-
<b>Total Necessary Small School ADA</b>	<u>-</u>
<b>Total Funded ADA</b>	<b>430.47</b>
<b>ACTUAL ADA (Current Year Only)</b>	
Grades TK-3	-
Grades 4-6	-
Grades 7-8	-
Grades 9-12	430.47
<b>Total Actual ADA</b>	<u>430.47</u>
<i>Funded Difference (Funded ADA less Actual ADA)</i>	-

LCAP Percentage to Increase or Improve Services	
2020-21	
Current year estimated supplemental and concentr	\$ 288,188
Current year Percentage to Increase or Improve Se	6.99%



# Learning Continuity and Attendance Plan Template (2020–21)

The instructions for completing the Learning Continuity and Attendance Plan is available at <https://www.cde.ca.gov/re/ic/documents/lmgcintntyatndncpln-instructions.docx>.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Summit: Tahoma	Jonathan Stewart	jstewart@summitps.org

## General Information

[A description of the impact the COVID-19 pandemic has had on the LEA and its community.]

The COVID-19 pandemic has had an impact on our community unlike any event in the history of our organization. While it has forced us to close our school buildings and move to a virtual school model, it has also had the unintended benefit of bringing all of us closer together as a community of schools, families and learners. Additionally, it has helped us as educators to narrow our focus on what matters and prioritize the actions that will help us fulfill our mission and vision for students. Realizing our mission and vision requires us to work on two levels, simultaneously. We must relentlessly focus on offering a student-centered approach to learning and development for each individual Summit student. And, with equal commitment we must focus on continuously improving our organization to be more anti-racist and anti-biased, so that every student and adult, has the ability to develop and lead a fulfilled life.

The pandemic has lead us to specifically focus on 4 areas: (1) Student Centered, (2) Anti-racist and Anti-biased, (3) Personal Growth and (4) Sustainability. In each of these areas we have been able to laser-focus on what they mean and what it takes to achieve them in our schools and for our community members.

Ultimately, COVID-19 has forced us to educate our students in a different mode that we are used to but it has allowed us to build a virtual program that will ensure that our mission and vision are achieved.

## Stakeholder Engagement

[A description of the efforts made to solicit stakeholder feedback.]

Summit Public Schools deeply values stakeholder engagement as an important component of developing plans and understanding community needs. Our commitment to robust communication with our families and school community is rooted in a shared organizational value of collaborative decision making. To that end, we have consistently engaged with a comprehensive group of stakeholders to gather input on safety, returning to school, student and family needs (including technology and internet access/bandwidth, supplies), teacher needs (including technology and internet access/bandwidth, teaching tools and professional development). This input, together with a robust engagement from

network-wide school administration teams, teachers, and the collective bargaining unit, was used to develop the specific actions and expenditures in the Learning Continuity Plan.

Specifically, we began communicating with families and teachers in the Spring of 2020 to directly understand the needs of each member of our community that would support a transition to equitable learning in school away from our buildings. We did this by providing consistent and transparent communication via email and robocall/text in multiple languages that shared our decision making criteria and opportunities for input. We also sought direct feedback through a series of stakeholder surveys to the following groups: students, parents, faculty.

All surveys were provided via multiple modes of communication and in the two primary home languages of our community: English and Spanish. Students were informed of the survey through their mentors and all stakeholders received multiple emails with survey links. We issued robocalls and robo-text messages to primary caregivers that included URL links to surveys.

We communicated with families directly via email for the first 10 days of the school year to directly share the activities of the day and the model of Virtual School. Through these communications and many other touchpoints over the course of the first few weeks of school, we invited our community stakeholders to share feedback and highlighted the many ways that they can develop relationships with the school. Additionally, we held a Virtual Back to School night where we shared our annual priorities and how parents and caregivers can support their student(s) in Virtual School. After hearing from our school leadership team, families were able to meet their student's teachers and to hear more about what they'll be learning over the course of the year.

After gathering all information from stakeholders, we prepared our plan and held a hearing on September 14th to gather final input.

- Posted to the website
- Shared with families in an email
- Shared the availability of the LCP on school social media channels.

[A description of the options provided for remote participation in public meetings and public hearings.]

Stakeholder Engagement was promoted:

Members of the public are able to participate in all Summit Public Schools meetings and public hearings via telephone or video conference technology. All members of the public are afforded an opportunity to provide comment during these open meetings. Meeting notices are posted on the Summit Public Schools Website and include all information for teleconference access. Summit Public Schools uses a teleconference system to grant attendees the ability to view, speak, and listen during the meeting

Our published meeting/hearing agendas provide the following information: "Summit Public Schools recognizes that our community includes students, staff, family members, and directors who are in some of the highest risk categories of the COVID-19 Virus. In accordance with Governor Newsom's State of Emergency Proclamation, Executive Order N-25-20, Executive Order N-29-20 and recommendations from

county health officials, including the Counties of San Mateo, Santa Clara, and Contra Costa, Summit Public Schools recommends “social distancing” (i.e. avoid group gatherings unless completely necessary) to help mitigate the spread of COVID-19. Please note: Members of the Board of Directors and Summit Public Schools’ officers plan to participate in the [meeting date] meeting via teleconference. Members of the public will be able to observe and offer public comment through our teleconference and videoconference system at their preferred location. Summit Public Schools will continue our established practice of receiving public comment from speakers using the teleconference system.”

[A summary of the feedback provided by specific stakeholder groups.]

What was the feedback you received from each group? Indicate ideas, trends, or inputs that emerged from analysis of feedback.

*Parents:*

Based on the multiple modes of communication and feedback we received from parents and caregivers we knew that it was imperative to provide a safe virtual learning environment that supported strong social-emotional connection for all students beginning with the first day of SY21.

Parents wanted a full academic experience for their students that included access to all course material that would enable students to continue on their pathway to graduation and their next steps beyond graduation. Parents wanted really clear plans, clear format, consistent opportunity for students to engage with their teachers and mentors.

*Students:*

A major trend that emerged from student feedback was that students highly valued the continuity of the day, the maintenance of structures. Continue the opportunity to connect with peers. Students value the personalized pathways.

We learned from students and families about personalized technology and support needs such as noise cancelling headphones, access to technology, supply needs.

*Teachers and other staff:*

Teachers demonstrated an overwhelming desire to continue to support their students in a comprehensive way. They wanted to support not only the academic needs of students, but ensure that they were able to support the social emotional needs of students learning in a virtual environment including anti-racist, anti bias instructional concerns in a virtual environment. Teachers were creative in their suggestions for improving virtual school and their ability to connect with their students.

[A description of the aspects of the Learning Continuity and Attendance Plan that were influenced by specific stakeholder input.]

Indicate specific sections or actions that were influenced by stakeholder feedback

Continuity of Learning

Continuity of Instruction; access to device and connectivity

# Continuity of Learning

## In-Person Instructional Offerings

[A description of the actions the LEA will take to offer classroom-based instruction whenever possible, particularly for students who have experienced significant learning loss due to school closures in the 2019–2020 school year or are at a greater risk of experiencing learning loss due to future school closures.]

Description of in-person or hybrid model:

- **Schedule-** The California Department of Public Health issued updated school guidance that includes using existing epidemiological metrics to determine if school districts can start in-person instruction. We will engage in distance learning as of the writing of this plan. When data indicates that it is safe for schools to reopen, the schedule will be the same as it is during distance learning. The daily schedule will start at 8:20 am and end at 3:20 pm. On Monday, Tuesday, Thursday and Friday, students will begin by checking in to their Mentor Group for 70 minutes of self-directed learning time with their Mentor. Students will then engage in three 85 minute sections of project time, which includes core class instruction. They conclude the day with a 45 minute section of habits and content development. There are breaks in between sections, including a 30 minute break for lunch. On Wednesday, students will begin 90 minutes of community time with their Mentor Group and spend the rest of the day in self-directed learning time.
- **Health & Safety Protocols** (may include campus access, hygiene practices, protective equipment, procedural or staff changes to accommodate social distancing) - Our LEA has established protocols to ensure safety of students and staff in alignment with CDC and local health department guidelines. This includes daily health screening, face coverings at all times for all students and staff, maintaining social distancing in the building, limiting access to visitors, washing hands upon entry into buildings/rooms and regularly during the day, cleaning/disinfecting high touch surfaces daily and rapid response protocols if a student and/or staff member has COVID-19 symptoms, tests positive for COVID, and/or has had direct contact with someone who has the virus.
- **Addressing learning loss, including using systematic cycle of assessments (initial screenings, formative and summative) to identify students and the instructional schedule model to assist with intervention and accelerate learning --** As a result of the way we assess students on rubrics that carry across courses and the tracking and recording of those assessments in our digital learning platform we have both formative and summative assessments of all of our students at all times. This allows us to know at any given time how students are performing and pinpoint specific learning loss that might have occurred. Using this data we personalize resources to students during their core instruction during project time as well use that data to assign students to our intervention programs, Summit Reads and Summit Solves. Summit Reads and Summit Solves use adaptive technology to improve and monitor student literacy and numeracy gains.

## Actions Related to In-Person Instructional Offerings

Description	Total Funds	Contributing
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Support staff to monitor student health, compliance with school health regulations and identifying areas of attention, as well as support for in person meal service. This is a service increase to ensure community health and safety.	\$46,400	Y
Sanitation Supplies. This is an increase in services to protect the health and safety of the community and continue learning for students.	\$7,855	Y
Technology for Students/faculty-This is not an increase or improvement of services	\$110,303	N
Personal protective equipment-This is an increase in services to protect the health and safety of the community and continue learning for students	\$5194	Y
Supplies for Meal service in classrooms. This is an increase in services to protect the health and safety of the school community and provide food stability for students.	\$898	Y
Safety Materials and signage. This is an increase in services to protect the health and safety of the community	\$782	Y
Additional Janitorial services to maintain sanitary standards for in person education. This is a service increase to ensure the safety and health of the school community.	\$8,000	Y

## Distance Learning Program

### Continuity of Instruction

[A description of how the LEA will provide continuity of instruction during the school year to ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery, including the LEA's plan for curriculum and instructional resources that will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.]

Summit Public Schools has designed a program that will provide consistency from virtual to in-person school in schedule, curricula, and learning method delivery for all students, including intervention supports, professional development, supplies and technology.

- Summit Public Schools curricula are aligned to common core standards and support students to master critical cognitive skills. (See course offerings here). See standards alignment here. Course offerings and curricula are consistent in all Summit Schools.)
- Summit Public Schools' learning management system is the Summit Learning Platform. We will also utilize Desmos and adaptive numeracy and literacy intervention programs.
- Both the platform and the curricula were designed by Summit Public Schools and are now also used by Summit Learning Schools throughout the country. These tools will provide continuity for students should transition from virtual to in person learning take place.
- Student schedules will remain consistent between virtual school and in-person school. See student schedule above in the In-Person Learning Section.
- Continued professional development for faculty and staff to assist in making virtual school a vital and strong learning system
- Continued evolution of programs and systems for intervention, training, and supporting students and faculty.

## Access to Devices and Connectivity

[A description of how the LEA will ensure access to devices and connectivity for all pupils to support distance learning.]

The following regular procedures were in place prior to COVID. All Summit students are issued a Chromebook upon enrollment in the school. Each student uses the chromebook at school, and is able to take the Chromebook home. Annually, the school surveys each family to understand access to bandwidth in the home, and connects families to local resources to improve access. Prior to school building closures in March of 2020, and again in the summer of 2020, the school surveyed all families to determine if a student did not have sufficient bandwidth to support participation in Virtual School. Any student without sufficient bandwidth received either a school funded hotspot or a subsidized internet subscription through a national program. The school conducted a baseline assessment during the first two weeks of school to observe the internet and technology capabilities of each student over the course of several days. The assessment included capturing data on the following:

- Ability to log in to a virtual classroom
- Sufficient bandwidth to support being on camera
- Sound quality
- Camera quality
- Engagement in the school's platform

Data was monitored by the technology team, which immediately intervened with students who were not able to perform the basic functions. Additionally, there is an online help desk always available, and the technology team hosted virtual office hours for students and families leading up to and through the start of school. The school achieved 100% connection with students during the first two weeks of school. The school uses multiple communication channels to connect with families including email, websites, phone calls, text messages, google surveys, gchat and social media.

The same process was used for all staff.

Summit has been able to provide a device and access to every student.

## Pupil Participation and Progress

[A description of how the LEA will assess pupil progress through live contacts and synchronous instructional minutes, and a description of how the LEA will measure participation and time value of pupil work.]

Summit student participation and progress will be monitored through data captured in four priority areas:

Attendance

- a. Log into Platform Every Day
- b. Attend Mentor SDL Time Every Day
- c. Attend All Project Time Blocks

Engagement



- d. Set a Goal Every Day
- e. Complete a Goal Every Day
- f. Complete a 1:1 check-in with their mentor every 2 weeks of school

Learning

- g. Submit at least one checkpoint or request for feedback each week
- h. Complete each course with a cognitive skill score of 70+

Growing

- i. Pass all Power Focus Area

All of the data is naturally captured through engagement on the Summit Learning Platform (SLP) that every student, parent and teacher has access to and uses to complete all school work, and the Zoom platform. The data is comprehensively available to all school leaders and teachers via data dashboards on a Tableau platform. The data for the school is analyzed and measured against pre-set goals. The school team uses the data to drive action to improve in areas the data reveal need work.

Given the commitment of the school to a full and complete school year, all students will be evaluated as they always are at Summit. Summit uses a five point letter grading scale with the following course grade breakdown.

**Distance Learning Professional Development**

[A description of the professional development and resources that will be provided to staff to support the distance learning program, including technological support.]

At the start of the year, teachers participated in two weeks of professional development to prepare for the upcoming school year. During this time we focused on providing teachers with comprehensive training on all of the tools and instruction specific to distance learning. Teachers received training on setting up their technology during this time as well and were trained on safety measures in the virtual space. During the school year, teachers at Summit receive professional development weekly from 10:00am-3:00pm on Wednesdays. During this time teachers are provided targeted support in instruction including virtual instruction and tools. Teachers also receive professional development for a two week period every six to eight weeks. This professional development is targeted to their personal growth and goals (as listed above) and for this school year will also provide training and support for implementing virtual tools. Finally, our schools also use a coaching model where each teacher is assigned to a leader coach. In these coaching meetings which happen weekly for most teachers, teachers have an additional opportunity to work on personal goals or get support in implementing our virtual school model.

## **Staff Roles and Responsibilities**

[A description of the new roles and responsibilities of affected staff as a result of COVID-19.]

Summit Public Schools school design and model provide significant support for students' social and emotional needs. The bedrock of this support is that each student is assigned a mentor and mentor group they are assigned to throughout their Summit school experience. Included in this experience are frequent 1:1 check-ins between students and their mentors, goal setting to teach non-cognitive skills, and a circles curriculum and system to promote community. These structures support students' exemplified attachment and social and emotional needs which exist as a result of the COVID-19 pandemic. When students need additional support (as identified by mentors, teachers, or grade level teams through the MTSS process), including counseling or other mental health services, certified mental health professionals are providing services to students over zoom. The primary changes that has occurred is that students will receive supports virtually, but the role of the staff has not changed. However, we have trained faculty on how to maintain safety within virtual environments.

We have bargained and will continue bargaining staff roles and responsibilities as COVID realities change.

## **Supports for Pupils with Unique Needs**

[A description of the additional supports the LEA will provide during distance learning to assist pupils with unique needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness.]

English learners will receive daily Designated ELD instruction using PowerUp Literacy from Lexia Learning to develop language fluency across the reading and writing domains targeted at their proficiency level. English learners receive daily Integrated ELD instruction through embedded accessibility resources at the emerging, expanding, and bridging levels in the Summit Learning Platform. These resources support content learning through core academic courses in the domains of Reading, Writing, Speaking, and Listening. Listening and Speaking strategies are also integrated into 1:1 check-ins between student and mentor teacher weekly.

Students with exceptional needs are served through the range of special education services provided according to the student's IEP. Learning Center instruction in the areas of English, Math, Executive Functioning/Social Emotional Learning are provided throughout the school day to focus on IEP goal development and progress monitoring, in addition to services, accommodations and modifications in the general education setting.

To mitigate learning loss and prevent additional learning loss, for pupils with unique needs, we will utilize benchmark assessments and ongoing

formative assessments to monitor student progress. Universal screeners include our standards-aligned cognitive skills assessments and content assessments embedded in the Summit Learning Platform. Diagnostic assessments will serve to identify specific areas of intervention and include Lexia Learning and ST Math diagnostic tools. We will use the ongoing formative assessments in Lexia Learning and ST Math to monitor student progress.

Foster and homeless youth will receive support in four foundational areas of school readiness: food, technology, supplies, and family supports. Students can access up to two meals daily through a pick-up process at the school site, “school-in-a-box” materials including a laptop computer, headphones, and basic school supplies. In addition, for students with internet connectivity challenges, hot spots are provided to students. To support families, Community Engagement Managers maintain and support connections with a host of community resources, and use a consistent process of family surveys, individual family meetings in the first month of school, and family needs assessment to identify barriers to education and provide individual resources.

### **Actions Related to the Distance Learning Program**

Description	Total Funds	Contributing
Software support for student baseline assessments and engagement monitoring. This is an increase in services for students to partially strengthen distance learning for at risk students.	\$6,345	Y
Internet access and virtual classroom supports (for faculty)-This is an increase in services as it provides teachers with additional teaching tools and high speed internet to support student learning.	18,810	Y
Professional Development for virtual classroom (distant learning)-This is an increase in services to do additional training and support for teachers as they work within a longer term distance learning model and support students outside the classroom.	\$128,826	Y
E-Books-This is an increase in services to continue active reading programs for students when distribution of paper texts and sharing of resources is not possible during distance learning	\$14,560	Y

### **Pupil Learning Loss**

[A description of how the LEA will address pupil learning loss that results from COVID-19 during the 2019–2020 and 2020–21 school years, including how the LEA will assess pupils to measure learning status, particularly in the areas of English language arts, English language development, and mathematics.]

Summit Public Schools will use our robust system of formative and summative assessments to quickly identify students and their potential learning losses from SY 2019-2020. Our system allows for immediate feedback allowing teachers, grade-level support teams and administrators to provide additional support as needed in response to real-time data. Students who have foundational gaps in literacy and numeracy as identified from their performance on assessments will receive additional instructional support through our Summit Reads and Summit Solves programs. These programs use computer adaptive software and intervention strategies intended to fill gaps. In order to

identify our ELD students and provide the appropriate support, we are using the ELPAC assessment tool and will make sure that students have the right instructional ELD supports based on their current language proficiency.

## **Pupil Learning Loss Strategies**

[A description of the actions and strategies the LEA will use to address learning loss and accelerate learning progress for pupils, as needed, including how these strategies differ for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils experiencing homelessness.]

There is an understanding that school closures may have impacted student learning. This has been referred to as the COVID-19 slide. To address the COVID-19 slide Summit Public Schools will implement the following strategies and actions to address learning and accelerate learning progress

- Formative assessment to identify specific learning needs
- Frequent and targeted feedback to accelerate learning progress
- Opportunities for students to revise work with scaffolding and support appropriate to learning needs

Additionally, Summit Public Schools strategies and actions are differentiated to support the diverse academic needs of our students: English Learners:

- Integrated ELD supports during Project Time courses embedded into the Summit Learning Platform
- Designated ELD supports and interventions for emerging, expanding and bridging English language learners using PowerUp Literacy from Lexia Learning

Low Income Pupils:

- Identify students based on Free and Reduced Priced Meals applications
- Formative assessments to identify specific learning needs
- Reads and Solves program for specific and targeted academic interventions
- Survey families to identify additional supports required within and beyond the school day

Foster/Homeless Youth:

- Identify students based on regulations set out in McKinney-Vento and work with local agencies to support students based on their specific needs and program.
- Surveys for any staff member to request additional supports for students beyond the school day

Pupils with exceptional needs:

- Learning center workshops to provide targeted lessons and supports for CCSS aligned IEP goals
- 504 and IEP accommodations planned and implemented by general education teachers through Summit Learning Platform
- Provide related support services and intensive support services as outlined in IEP

## Effectiveness of Implemented Pupil Learning Loss Strategies

[A description of how the effectiveness of the services or supports provided to address learning loss will be measured.]

Summit Public Schools will measure the effectiveness of the services and supports provided by monitoring the following priority areas:

- Attendance, engagement, learning, growing

### Attendance

1. Log into Platform Every Day
2. Attend Mentor SDL Time Every Day
3. Attend All Project Time Blocks

### Engagement

1. Set a Goal Every Day
2. Complete a Goal Every Day
3. Complete a 1:1 check-in with their mentor every 2 weeks of school

### Learning

1. Submit at least one checkpoint or request for feedback each week
2. Complete each course with a cognitive skill score of 70+

### Growing

1. Pass all Power Focus Area

All of the data is naturally captured through engagement on the Summit Learning Platform (SLP) that every student, parent and teacher has access to and uses to complete all school work, and the Zoom platform. The data is comprehensively available to all school leaders and teachers via data dashboards on the Tableau platform. The data for the school is analyzed and measured against pre-set goals. The school team uses the data to drive action to improve in areas the data reveal need work. Given the commitment of the school to a full and complete school year, all students will be evaluated as they always are at Summit. Summit uses a five point letter grading scale with the following course grade breakdown. Site teams specifically target and support individual students and groups of students who need additional resources by

1. providing scaffolds in instructional settings as appropriate
2. providing opportunities for revision as appropriate
3. providing programming for students with gaps in their academic foundations through targeted programming (software and in-class supports)

4. providing access to resources such as mental health resources and community resources as appropriate

### **Actions to Address Pupil Learning Loss**

Description	Total Funds	Contributing
Technology Supports, including equipment, teaching tools, internet connections. This is an increase in services as the needs of families for internet connections, and additional technology based teaching tools (apps etc), are needed to bridge the classroom versus distance learning program.	\$10,602	Y
Family Communication and Outreach- This is an increase in services as the volume of communications, feedback and surveys as well as written and other communications are necessary for families, students and faculty to all be aware of constantly changing public health circumstances	\$79,670	Y
Supplies and items for virtual school (production, collation and distribution)- This is an increase in services, as students need certain items in hand to successfully learn even through distance, including rulers, pens, paper, headphones, mini-whiteboards etc), collected, assembled and distributed prior to the start of school	\$7,000	Y
Learning Support for students (assessments, interventions)- This is an increase in service to support an expected increase in the volume of support for students during distance learning.	\$4,311	Y

### **Mental Health and Social and Emotional Well-Being**

[A description of how the LEA will monitor and support mental health and social and emotional well-being of pupils and staff during the school year, including the professional development and resources that will be provided to pupils and staff to address trauma and other impacts of COVID-19 on the school community.]

Summit Public Schools will support the mental health and social and emotional well-being of students via our mentoring program. In places where our general mentoring program is not sufficient to meet the needs of students we will direct students to the appropriate outside support via our MTSS systems and resource bank for external community supports.

Each of our students is assigned to a faculty member whom supports them and a mentor group of students throughout their time at Summit. In our virtual schedule students start their day with their mentor 4 days a week for 70 minutes and then one day a week for 90 minutes. These daily sessions include community building and mindfulness routines to both provide connection to other students and center and ground students for the day ahead. An additional part of this program is a weekly 1:1 check-in that each student has with their mentor, which is pivotal to building connection, being seen and known by an adult and ensuring the school has a way to know how students are doing with regards to their mental-health and social and emotional well-being.

Our mentors are provided beginning of the year and on-going professional development with regards to facilitating their mentor groups and coaching students in 1:1 meetings.

Summit provides an Employees Assistance Program, which includes counseling support and services, as part of our benefits to all of our employees.

## Pupil and Family Engagement and Outreach

[A description of pupil engagement and outreach, including the procedures for tiered reengagement strategies for pupils who are absent from distance learning and how the LEA will provide outreach to pupils and their parents or guardians, including in languages other than English, when pupils are not meeting compulsory education requirements, or if the LEA determines the pupil is not is not engaging in instruction and is at risk of learning loss.]

- Procedures for tiered re-engagement strategies for students absent from distance learning. Attending every day is critical as a precursor to engaging, learning and growing. We will use tiered strategies designed to re-engage students to attend daily and prevent learning loss. Students who are absent will receive a personal phone call home every day they're absent. Any student who is absent more than one day per week will have a Zoom conference with the teacher and parent. The purpose of the Zoom conference is to identify challenges to attendance, remove barriers, and create action plans to ensure daily engagement. Additional strategies may include letters/emails. Translations will be provided for calls, conferences and letters/emails as needed.
- Include details of outreach, including in languages other than English, when pupils are not meeting compulsory requirements or are at risk of learning loss

## School Nutrition

[A description of how the LEA will provide nutritionally adequate meals for all pupils, including those students who are eligible for free or reduced-price meals, when pupils are participating in both in-person instruction and distance learning, as applicable.]

- Meal distribution process for all pupils (offerings, frequency, location) including students eligible for free and reduced lunch. We will provide breakfast and lunch for students every day, including students eligible for free and reduced lunch. During distance learning all meals will be grab-n-go and distributed as five-day meal kits. Students and families can pick up these kits from the school sites.
- For distance learning AND in-person instruction

## Additional Actions to Implement the Learning Continuity Plan

Section	Description	Total Funds	Contributing
<b>Management of compliance with Federal Grants</b>	Treasury bulletin regarding learning loss mitigation funds allows for the cost of a federal single audit	\$10,000	N

<b>Maintain Educational Jobs</b>	Federal ESSER funds allow for the maintaining of education jobs that could be lost during distance learning	\$39,680	N
<b>Employee Assistance Program-Faculty</b>	Summit has an employee assistance plan to support any mental health or trauma related needs of the faculty and staff.	\$1,026	N
<b>Lunch Server-Job continuance</b>	In preparation for returning to in person school, it is necessary to retain the lunch server position at this time as their hours have been reduced.	\$19,840	N
<b>Examples: Mental Health</b>	Non special education mental health and trauma supports for students during virtual school. This is an increase in services for students as it is not able to be determined what student's needs may be during this public health crisis.	\$30,000	Y

## Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Percentage to Increase or Improve Services	Increased Apportionment Based on the Enrollment of Foster Youth, English Learners, and Low-Income students
6.99%	\$6,623

### Required Descriptions

[For the actions being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the needs of these students

Our school considered the needs of the most vulnerable populations and provided programming appropriate for increased supports. This includes academic program supports and other school support targeted to learning needs and other baseline needs. We assessed these needs through a series of ongoing and regular surveys as well as open communication with families. Both sources of information provided our campus with the information needed to inform the above services and supports.

[A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.]

- 1) we provided additional training for faculty on how to provide in class supports during project time
- 2) We provided more students with supplemental reading and math foundational supports specifically targeted at continuing to build language and math fluency in preparation for grade/level material



3) We provided training and professional development on foundational reading and math supports

**43502 Instructional Minutes (SB98 p. 92-93)**

(e) For the 2020–21 school year, instructional minutes shall be determined as follows:

- (1) For in-person instruction, instructional minutes shall be based on time scheduled under the immediate physical supervision and control of an employee of the LEA who possesses a valid certification document, registered as required by law.
- (2) For distance learning, instructional time shall be based on the time value of assignments as determined, and certified to, by an employee of the LEA who possesses a valid certification document, registered as required by law.
- (3) For a combined day of instruction delivered through both in-person instruction and distance learning, time scheduled under the immediate supervision of an employee of the LEA who possesses a valid certification document can be combined with assignments made under the general supervision of an employee of the LEA who possesses a valid certification document as registered by law to meet the equivalent of a minimum day of instruction.

**43503 Distance Learning (SB98 p. 93-94):**

(b) Distance learning shall include all of the following (p. 93-94):

- (1) Confirmation or provision of access for all pupils to connectivity and devices adequate to participate in the educational program and complete assigned work.
- (2) Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
- (3) Academic and other supports designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
- (4) Special education, related services, and any other services required by a pupil's individualized education program pursuant to Section 56341, including the requirements of subparagraph (A) of paragraph (9) of subdivision (a) of Section 56345, with accommodations necessary to ensure that individualized education program can be executed in a distance learning environment.
- (5) Designated and integrated instruction in English language development pursuant to Section 11300 of Title 5 of the California Code of Regulations for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning.
- (6) Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders. If daily live interaction is not feasible as part of regular instruction, the governing board or body of the LEA shall develop, with parent and stakeholder input, an alternative plan for frequent live interact

**43504 Compulsory Education Requirements including Attendance and Participation (p. 94-95)**

- (a) The compulsory education requirements described in Section 48200 continue to apply for the 2020–21 school year.

- (b) A LEA shall offer in-person instruction to the greatest extent possible.
- (c) For the 2020–21 school year, for purposes of the requirement on school districts to offer 180 instructional days per school year pursuant to Section 46208 and the requirement on charter schools to offer 175 instructional days per school year pursuant to Section 11960 of Title 5 of the California Code of Regulations, an instructional day is a day in which all pupils are scheduled for the length of the day established by the governing board or body of the LEA in a classroom under the immediate supervision of a certificated employee or in distance learning that meets the minimum requirements described in this part.
- (d) (1) Each LEA shall document daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided. A pupil who does not participate in distance learning on a school day shall be documented as absent for that school day.
- (2) For purposes of this section, daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between employees of the LEA and pupils or parents or guardians.
- (e) Each LEA shall ensure that a weekly engagement record is completed for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments.
- (f) (1) A pupil who does not participate daily in either in-person instruction pursuant to subdivision (b) or distance learning pursuant to subdivision (d) shall be deemed absent by the LEA. A LEA shall use documentation of the absence for purposes of reporting its chronic absenteeism rates in its local control and accountability plan.
- (2) Each LEA shall develop written procedures for tiered reengagement strategies for all pupils who are absent from distance learning for more than three schooldays or 60 percent of the instructional days in a school week. These procedures shall include, but are not limited to, verification of current contact information for each enrolled pupil, daily notification to parents or guardians of absences, a plan for outreach from the school to determine pupil needs including connection with health and social services as necessary and, when feasible, transitioning the pupil to full-time in-person instruction.
- (g) Each school shall regularly communicate with parents and guardians regarding a pupil's academic progress.

## Strategies for EL Instruction & Intervention

Strategies for EL instruction and intervention used at Summit Public Schools are listed below. Strategies 1-5 are employed on a daily basis throughout Summit classrooms and several reflect core elements of the Summit model. Strategy 6 is used when students need additional intervention beyond the supports provided in Strategies 1-5.

**(1) Self-paced content:** Courses are generally designed with course content connected to course projects. This content is accessible anytime via a set of resources—which may include textbook passages, videotaped lectures, teacher-created presentations, videos, etc.—and students progress through the content at the pace that is right for them as determined by the student and his/her mentor. Resources are specifically designed to be accessible to students of differing abilities and literacy levels.

**(2) Skill-based projects:** Skills-based projects develop students' cognitive skills, and are designed to align with the Common Core standards (including but not limited to literacy standards). These projects are heavily focused on both receptive and productive literacy skills, and student scores on projects provide teachers and mentors an opportunity to track growth over time. Because they emphasize cognitive skills instead of discrete content knowledge, these projects are accessible to all students.

**(3) Mentoring:** A core tenet of the Summit Public Schools program is that every student is assigned a faculty mentor who regularly meets with each of his/her students. Mentors have the opportunity to deeply get to know each of his/her students and develop an authentic relationship with each mentee. Mentors leverage this relationship to advocate for the learning needs of each student, EL students specifically. The mentor helps the EL student set language goals for him/herself, helps monitor their growth, makes sure he/she is demonstrating that he/she can access the core curriculum, and advocating for and managing any interventions that might be needed.

**(4) Classroom Strategies:** All faculty include language goals (writing, reading, listening and/or speaking) and objectives in their lesson plans. Language objectives also include scaffolds for students, such as paragraph frames, sentence starters, and outlines. When teachers are observed by their instructional coaches they are asked to reflect on these goals and whether or not they are being met. Faculty are trained in the Specifically Designed Academic Instruction in English (SDAIE) teaching approach and coached to make sure they are employing them every day. SDAIE and other appropriate techniques to help students access the core curriculum as well as make English language development progress include, but are not limited to:

- Multi-modal instructional strategies (verbal and visual, verbal and kinesthetic)
- Access to and training on graphic organizers and academic literacy techniques (e.g., note taking or t-charts)
- Pre-loaded vocabulary and context
- Leveled readings
- Flexible groupings
- Reading aloud, partner readings, explicit instruction and modeling around reading strategies
- Frequent formative feedback and checks for understanding
- Repetition of key concepts in various ways
- Use of visual cues
- Written and spoken instructions delivered step by step
- Differentiated instruction based on demonstrated mastery
- Kagen learning strategies that help students process learning verbally (e.g., think/pair/share)
- Encouraging participation through allowing additional processing time (e.g., telling a student that they are going to be "next" in answering a question orally)
- Low-stakes corrective feedback not only around content but also around language use
- Explicitly pointing out reading and vocabulary strategies such as identifying cognates and breaking down homonyms and homophones

- Use of visuals that reinforce spoken and written words (e.g., word walls)
- Use of gestures for added emphasis
- Adjusting speech (eg. speaking slowly, enunciating, repeating words or phrases, simpler syntax)
- Use of exaggerated intonations
- Using fewer idioms and clarifying the meanings of words or phrases in context
- Stress high frequency vocabulary
- Explicit academic vocabulary instruction (specifically Kate Kinsella's methods)
- Explicit academic literacy instruction (e.g., how to read different types of texts, how to use context to figure out words, etc.)
- Building background knowledge, especially for content that involves cultural, social or historical references
- All faculty are trained in creating a classroom culture that allows for English learning to occur. All classrooms are evaluated on whether or not there is a culture of safety, which includes a safe space to take risks verbally, being supportive of learning new skills and content, and valuing the contributions of every member of the learning community. The goal is to maintain a low-level of anxiety for EL students so they can participate, develop and flourish.

**(5) Student-centered Faculty Collaboration:** On a weekly basis, faculty of each grade level meet to discuss student progress and any specific supports needed. EL students (and other sub-groups of students) are regularly discussed to make sure they are making the appropriate progress. If it is determined that students are not making adequate progress then intervention plans are designed so that they can receive the appropriate support needed to access the curriculum. These interventions are regularly assessed to determine if they are effective or need to be adjusted.

**(6) Student Interventions:** When it is determined that students need additional supports beyond the classroom strategies, individual intervention plans are developed and monitored in coordination with the student, the student's mentor, and the family. Those plans include, but are not limited to:

- Additional support time during the school day in the form of pull out instruction and support from an appropriately credentialed faculty member. This does not take the place of a mainstream course but rather is concurrent instruction so that students are still able to interact with their mainstream peers. Thus students can still experience a college-preparatory curriculum while at the same time receiving the dedicated time and support they need to gain fluency in reading, writing, listening and speaking in English.
- Additional support time in small groups during Habits and Content Development blocks which support students with skills and content mastery . Teachers are able to differentiate instruction and offer individual support in this time so that EL students can better access the curriculum.
- Additional support time built into the students' Expeditions experience. This can take many forms, such as targeted language instruction or extra time with teachers. It may or may not take the place of their regular Expedition course(s) in either middle school or high school.
- Adaptive reading supports that transforms how, what, and why students read, such as Reading Plus, a Common Core-aligned web-based reading intervention that prepares students to engage with complex text by developing all three dimensions of successful readers—capacity, efficiency, and motivation.

### **Sample Materials & Texts for EL Instruction**

The following materials and text may be used in support of EL instruction:

- **Longman Dictionary of Comprehensive English (LDOCE)**
  - The *LDOCE* is a dictionary specifically designed for people learning the English language. It provides definitions by using a restricted vocabulary, helping non-native English speakers to get meanings easily.

- These dictionaries are available linked to the online curriculum for students, at all times, on their Chromebooks
- **Lexia**
  - Lexia is an online program that screens and monitors reading and language skills for students in grades K–12. Developed in partnership with the experts at the Florida Center for Reading Research, this computer-adaptive assessment reliably measures the skills most predictive of reading success to provide actionable, norm-referenced data for instructional planning. It is particularly effective support for readers struggling with decoding.
- **1:1 Chromebooks with internet access**
  - All students are provided with a Google Chromebook and use this as one of their primary learning tools.
- **Grade-specific graphic organizers**
  - In collaboration, the faculty will agree upon common types of graphic organizers they want to use at each grade level and then all teachers use these graphic organizers to enable consistency across classrooms. The project-based curriculum is built around common structures and organizers. These will be made available to all faculty members via our internal Google Docs network.
- **Making Content Comprehensible for English Learners: The SIOP Model**
  - This book is used with all teachers as our organization believes it is one of the most comprehensive, coherent model of sheltered English instruction. It covers an overview of the issues related to educating English learners to frequently asked questions with answers from the authors to help teachers get started implementing SIOP®. The book provides school administrators, teachers, and coaches with a superior tool for improving the education of English learners and promoting their academic gains.

## Monitoring of Student Progress

- **Initial Assessment:**
  - ELPAC testing: All students who indicate that their home language is other than English will be ELPAC tested within 30 days of the first day of school and at least annually thereafter until re-designated as fluent English proficient
  - NWEA Map testing: All new students are MAP tested within the first week of school in order to get a baseline of performance in general literacy categories. This is used in conjunction with ELPAC scores to determine appropriate teaching strategies and coursework.
  - Teacher observations and work sample discussions: Teachers meet for additional hours together in the first couple weeks of school in order to diagnose student skills, both academic and habits of success.
- **Embedded Daily, Ongoing Assessment:**
  - At SPS, student progress is monitored daily and assessments are embedded into Summit Learning Platform, content, and projects. Examples of assessments include evaluations of content mastery and performance on cognitive skills, such as comprehension, use of evidence, vocabulary usage, making a claim, use of analysis, organization, discussion, verbal summary and synthesis.
  - All student performance information is available on the student PLP dashboard and all stakeholders (students, parents, and faculty) can readily access these scores to examine if appropriate progress is being made.

- Each students' mentor will track this growth and intervene when concerns arise. Additionally, the mentor and the student have a set appointment time each week to set short and long term goals and then evaluate progress to meeting those goals. EL students regularly set goals that are related to their language abilities.
- In classes, students also receive daily formative assessment in the form of both written comments on their work and verbal comments regarding their work and classroom behaviors, such as oral participation.

### **Monitoring and Evaluation of Program Effectiveness**

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

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

### **EL Professional Development Plan**

#### **Vision**

Every SPS faculty member is an empowered, self-directed and continuous learner who is directly improving student outcomes every day. SPS faculty members have access to all the resources necessary to realize this vision for all students.

#### **Specifics:**

- Summer training
  - Faculty discuss the school's plan for ELs and the related implications for their role in executing the plan
  - Prior to the start of the school year teachers are assessed for their previous training regarding the instruction of EL students. Teachers who are not familiar or who want to be re-acquainted with EL student-specific teaching and classroom strategies participate in internally-designed workshops
  - All teachers participate in workshops that teach them how to analyze a variety of student performance data sources. These workshops teach them how to respond to growth and non-growth; how to use this data to differentiate their daily practice; and how to create appropriate student intervention plans
- During the school-year
  - During the year, workshops are created by Summit Public School's Learning Experience team in direct response to site needs. This happens during expeditions times. Assuming that there will be a need for professional development related to EL students, the Learning Experience team will provide workshops that support the instruction of EL students.
  - This data is broken up into sub-groups, where EL students are one sub-group. Early on in the year, teachers are trained on how to analyze this data to inform their daily instruction. Throughout the year teachers are coached individually on how to increase the scores of their students.

- Classroom observations, done by peers and administrators, are based on a set of instructional look-fors that direct attention to the supports that are being provided to English Learners.
- Specific EL PD materials and texts:
  - Expository Reading and Writing Course materials
  - Sheltered Instruction Observation Protocol Book
  - Summit has invested time to study the best practices to support ELs in our model. This has resulted in a bank of strategies and resources that are most effective within the Summit context. We teach our faculty how to use these resources in Grade-level team meetings and professional development.

## **EL Coordinator Role**

### **Designation**

In the first two years of the program, the Executive Director (ED) is designated as the EL Coordinator. In the third year when an assistant director (AD) is added to the administrative team, the EL Coordinator will be either the ED or the AD.

### **Roles and Responsibilities**

- Initial identification:
  - Students will be initially identified through administration of the home language survey, collection and review of enrollment documents and interviews with students and families.
  - Facilitates faculty collaboration around student observations and work samples as an additional indicator for identification
- ELPAC Coordination
  - Oversee and administer all aspects of ELPAC testing, including ordering of the tests to mailing results home to families.
- EL Program Coordination
  - Oversees and manages professional development specifically related to the direct support of EL students
  - Oversees and manages teacher coaching specifically related to the direct support of EL students. This includes, but is not limited to, coaching on strategies that directly support language development as well creating classroom environments that support language development.
  - Oversees and manages student interventions that are specifically designed for EL students
  - Responsibility for staying up to date on the latest best practices related to supporting EL students (including both classroom practices and the latest technologies)
  - Oversees and manages the logistics around reclassification





## Expeditions Overview for Students & Families

Expeditions plays an essential role in realizing the mission of Summit Public Schools by offering engaging, relevant, and meaningful electives, enrichment opportunities, and experiences to prepare our students for success in college, career, and life. This document explains the what, why, when, how, and where of Expeditions.

### **What**

Expeditions is an amazingly unique experience provided by Summit Public Schools that is built into your regular school year. For 8 weeks of the academic year -- 20% of your entire school year -- you will take a break from your core courses and immerse yourselves in electives built around a variety of subject areas meant to be engaging, relevant, and life-changing for you.

Though the course catalog may change slightly from year to year based on the availability of quality instructors and demand for particular courses, we primarily offer courses and experiences in the following fields:

<b>Field</b>	<b>Sample Courses</b>
<b>ARTS</b> Visual, Musical and Performing	<ul style="list-style-type: none"><li>• Film and Video Production</li><li>• Introduction to Visual Arts</li><li>• Choir</li><li>• Introduction to Improv Comedy</li></ul>
<b>STEM</b> Science, Technology, Engineering, Mathematics	<ul style="list-style-type: none"><li>• Design Engineering</li><li>• Music Studio Production</li><li>• Computer Science</li><li>• Entrepreneurship</li></ul>
<b>FUTURE PLANNING</b> College and Career Readiness	<ul style="list-style-type: none"><li>• College Readiness for 11th Graders</li><li>• Financial Literacy</li><li>• Internships</li></ul>
<b>WELL BEING</b> Physical and Emotional Health	<ul style="list-style-type: none"><li>• Yoga</li><li>• Health and Wellbeing</li><li>• Psychology</li><li>• Human Sexuality and Healthy Relationships</li><li>• Nutrition and Exercise</li></ul>
<b>LEADERSHIP &amp; SOCIETY</b>	<ul style="list-style-type: none"><li>• Sociology of Law</li><li>• Restorative Justice</li><li>• Outdoor Education</li><li>• Service Learning</li></ul>

### **Why**

In Expeditions, we are most concerned with helping you find and develop your passions and learning how to create a healthy, meaningful, productive life both inside and outside the classroom. As a provider of in-depth, real-world, life-changing experiences, Expeditions is a key part of Summit's mission to prepare every student for college, career, and life.

***How does Expeditions get me ready for COLLEGE and my future CAREER?***

## Find, Develop, and Learn How to Apply Your Passions!

From introductory workshops for middle school to internships for seniors, **a major goal of the Expeditions Program is for every student to find, explore, and deepen their interests and passions.**

Finding passions is not only something that helps make life worth living (though this is a great goal in and of itself); **passions also help you become more actively engaged in your learning everywhere because they can help you see a direction you'd like to head.** Those who are happiest generally are able to find what they are intrinsically passionate about, and then find or create careers and ways to make money based around that thing. We sincerely hope that your exposure to so many different electives, **taught almost exclusively by people who are or were professionals in these fields,** will help you see new doors that are open to you and paths you had not considered before.

According to Dr. Elmore, an educator who specializes in developing future leaders, "Finding a role that fits your interests and personality is particularly important when it comes to finding a career you are passionate about. **Persistence and resilience in the face of mixed success are most likely to occur when you have found your passion.**" *Well said, Dr. Elmore.*

Just like your core class teachers, our teachers are trained to teach you content, cognitive skills, and habits of success that will be transferrable to other areas of your life and are essential for college and career success. Often, you will take what you have learned and apply it in a real-world setting through your Expeditions experience.

Here are just a few examples:

- All that math you are learning in Algebra 2? Use it in a *Design Engineer* course where you are making your own product or in *Computer Science* creating your first video game.
- That story you wrote in English? Make it come to life through your *Film and Video Production* course or expand on it through our *Creative Writing Course*.
- Want to learn more about World War II from history class? Sign up for the *In-Depth Study of the Holocaust* course and speak with a survivor or *Psychology* to understand how the human mind works.
- Interested in learning more about politics or perhaps physics? Apply for an internship with a state senator or a cutting-edge engineering firm and work alongside adults who share your interests to see how it really gets done.

Expeditions is a time for you to put to practice the skills you are learning during your core classes in authentic ways, which will give you a leg up in college and help you in your future career.

## ***How does Expeditions get me ready for LIFE?***

Expeditions is here to help you with those relevant life things that aren't always taught in traditional classrooms.

There is a lot more to being successful and happy in life than a traditional education (though of course, this is incredibly important as well). Through Expeditions, we seek to teach students content and skills that will help them not be just better students, but better and happier people. Many of our classes are built around practical skills that you can begin using right now, such as how to make a budget, create a great college essay, be less stressed, create healthy and loving relationships, and so on. Other courses focus on self-exploration through creative writing or help you find life-long passions in things like music and arts. **Whether or not they influence your future career,**

**developing interests and skills while expanding your self-awareness can lead to eye-opening experiences and a more interesting and satisfying life!**

## ***When***

Expeditions happens in 2-week sessions on a rotating basis at your school site throughout the academic year. The hours of school are the same as your normal start and end times and the dates are provided on your school calendar.

## ***How***

Because we teach such a variety of content, the *how* of what we teach is hard to generalize. During Expeditions, you may find yourself behind a film camera, on a yoga mat, listening to a guest speaker, taking notes in a rigorous elective class, doing an Internship, completing a service project, or performing on a stage. Despite our different content, all of our Expeditions strive to meet three criteria:

You...

1. Are *actively engaged* in learning throughout your Expedition experience.
2. Believe in the *relevance* of what you are doing to your current or future lives.
3. Make *public* and share what you have learned and work you have done outside of Expeditions.

## ***Where***

With few exceptions, instruction of Expedition courses will be on your students regular school site. While there are particular experiences that will require students to be in a different location (a music recording studio, a museum, or a college campus), students and families who sign-up for these courses will be notified specifically about these trips and alternate locations in advance so they can arrange accordingly.



Select language below/Selecione el idioma a continuación.

English

Español



# WORKSITE EMPLOYEE HANDBOOK

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## Welcome to TriNet

Dear Worksite Employee,

Welcome to TriNet! As a successful professional, you have high standards and expectations. TriNet does, too. We therefore take great pride in being able to provide you with this informative handbook, designed to tell you not only about the highly competitive benefits and other perquisites we provide, but also about our well- developed policies and procedures.

The companies with which we associate are a high-powered group, and we are committed to making a significant contribution to their success. We are also committed to contributing to your own success. Read on to learn more about what you can expect from TriNet and about what is expected of you.

Please feel free to contact us with any questions; we are always happy to hear from you. We look forward to helping you achieve success and prosperity.

Best wishes,



Burton M. Goldfield President & CEO of TriNet

## IMPORTANT NOTICE ABOUT THIS HANDBOOK

This handbook applies to employees who work for a TriNet customer company (a.k.a., “worksite employee”). Where necessary to distinguish between a customer company and TriNet, the term “your company” will be used to refer to the customer company and TriNet will be referenced by name. When the term “the company” or “we” is used, it refers to TriNet and/or the customer company, as appropriate.

The contents of this handbook are intended to provide you with an overview of the company’s benefits, policies, procedures, and rules.

Of course, it is not possible for this handbook to address every situation that may arise or to provide information that answers every possible question. In addition, circumstances undoubtedly will require changes to the company’s offerings, policies, procedures, and rules from time to time. For these reasons, the company reserves the right to change any of its offerings, policies, procedures, or rules at any time, with or without notice, with the exception of the at-will employment policy summarized below.

Your employment is at-will, unless there is a written agreement to the contrary signed by an authorized representative of the company. (To affect the nature of your employment with TriNet, any such agreement must be signed by the President of TriNet.) The at-will employment policy means that, in the absence of such an agreement, either you or the company may terminate your employment at any time, with or without cause, and with or without advance notice.

TriNet is the single-employer sponsor of its benefits plans. If you are eligible to participate in TriNet benefits, please refer to the TriNet Benefits Guidebook and Summary Plan Description (“Guidebook”) posted on the TriNet platform at [login.trinet.com](http://login.trinet.com). However, if you are not eligible to participate in certain or any TriNet benefits under the TriNet Benefits Plan—either, for example, because you do not meet eligibility requirements or because your company has not contracted with TriNet to make certain or any TriNet benefits available to you—then references to TriNet benefits in this handbook will not apply to you. Nothing in this handbook is a guarantee of benefits coverage under the TriNet Benefits Plan.

Unless and until superseded by a subsequent notice and handbook, this notice and handbook apply to all worksite employees regardless of date of hire and supersede any prior notice, handbook, or policies on the same subjects, except as otherwise indicated in this handbook.

Nothing in this handbook is intended to interfere with the rights of any worksite employees to engage in protected concerted activity, either with coworkers or others, or any other rights provided under the National Labor Relations Act (NLRA). To the extent that conduct is protected under the NLRA, this handbook does not prohibit it.

If you have any questions regarding any policies, please ask your supervisor or manager or contact your TriNet HR representative. We wish you success and fulfillment in your position.

## Chapter One: Overview of TriNet and the TriNet Platform

### TriNet: Who We Are and What We Do

TriNet is a Professional Employer Organization, or PEO, that helps customer companies administer pay and benefits, among other things.

In short, TriNet takes a lot of the hassle out of being an employer and tends to get the best value for many of its services. It also offers the advantages of a secure internet-accessed online platform, *login.trinet.com*.

TriNet was founded in San Leandro, California, in 1988, and has grown quickly, acquiring a number of PEOs and other companies in the process. With a wide national presence, TriNet owes its growth to being good at what we do—providing a complete HR solution for growing companies.

As a worksite employee, you are welcome to submit comments or suggestions to TriNet at any time. Call, write, or email (refer to the end of this chapter for contact information) and let TriNet know how to serve you better.

Companies who partner with TriNet become TriNet customer companies. Customer companies and worksite employees are affiliated with TriNet through a co-employer relationship. In partnering with TriNet, customer companies elect to share several important employer responsibilities with TriNet. As long as the relationship is active, TriNet has responsibility for paying wages, sponsoring and administering benefits, processing and maintaining certain worksite employee records, and performing other related HR functions. Accordingly, if you are a worksite employee, TriNet is your employer of record for administrative purposes (and the TriNet name therefore appears on your tax records and paycheck stubs, for example), yet your company is your employer for day-to-day job responsibilities and requirements.

### The TriNet Platform: Your Online Home Away From Home

TriNet provides you with a secure internet-based portal, the TriNet platform, to address your human resources needs. You'll find the TriNet platform to be a tremendous resource. The more you use it, the more you'll appreciate its advantages.

If you are new to TriNet, there are a few things you should take care of right away on the TriNet platform.

- **I-9:** TriNet utilizes a secure online process to document your Employment Verification Eligibility. You will find the link on the homepage under Important Notices. This must be completed within three business days of your hire date.
- **W-4:** Complete your desired tax withholding allowances via *login.trinet.com*.
- **Direct Deposit:** Enroll for this benefit online via *login.trinet.com*. You may designate up to five separate accounts.
- **Benefits Enrollment:** Access extensive information about TriNet benefits, including enrollment information, in the TriNet Benefits Guidebook and Summary Plan Description (the "Guidebook").

**New Employee Orientation: Worksite Employee Orientation:** You have on-demand, 24/7 access to the online New Hire Orientation on *login.trinet.com* under Resources.

Additional things you can do through the TriNet platform at *login.trinet.com*:

- View an electronic copy of your paycheck. This can be quite useful if you need to print out copies of recent paychecks for financial transactions or simply for your own records. You'll also have copies of your paychecks and W-2 forms available online at any time or any place.
- Update personal information, including your name, address, emergency contact information, and mailing address.

- Set up and change your tax withholdings.
- Change your life insurance beneficiaries.
- Keep track of your flexible spending accounts (FSAs).
- If you are a manager, complete special functions for hiring, terminations, reports, payroll entry, and worksite employee administration.
- Access discounts on electronics, apparel, entertainment, and much more.

### **The Terms and Conditions Agreement (TCA)**

When you first log into the TriNet platform, you will be asked to read and accept the TriNet Terms and Conditions Agreement (TCA). Please read the TCA carefully and make sure you understand it, as it contains important information regarding your use of the TriNet platform and online services, your employment relationship with TriNet, and related matters. Your acknowledgement and acceptance of the TCA is a condition not only of your use of the TriNet platform and online services but also of your employment with TriNet. With respect to IRS Form W -2, COBRA notices, and any other notice for which consent to electronic delivery is required by law, you agree and consent to electronic delivery by email or via such other method permitted by law. If you fail to acknowledge the TCA, you will not become employed by TriNet and will not be paid by TriNet. You will receive an email confirming your acceptance of the TCA.

If you are eligible for TriNet health plans, the email will also contain your Initial COBRA Notification Letter, which TriNet is required to send to you in accordance with the federal Consolidated Omnibus Budget Reconciliation Act (COBRA). Please read the notice to familiarize yourself with your rights and obligations under COBRA. A copy of the TCA is always available for review via *login.trinet.com*.

### **Updating Your Information through the TriNet Platform**

For a variety of reasons, including to ensure dependable, accurate, and timely delivery of your payroll and/or benefits information, TriNet needs to have your current name, address, email address, telephone number, emergency contacts, and family status. You are required to use the TriNet platform to keep such information up to date.

### **If There's a Parting of the Ways**

If your relationship with TriNet ends for any reason, you will receive further information on COBRA continuation coverage, if you are eligible for such coverage. The TriNet platform remains available after your termination of employment so that you can access necessary information.

### **How to Keep in Touch With TriNet**

We believe in the importance of communication. For that reason, there are numerous ways to get in touch with TriNet:

- **TriNet Solution Center.** Call the Solution Center at 800.638.0461. For hours of operation, visit *login.trinet.com*. Your Solution Center representative either will personally address your issue or contact the appropriate TriNet professional to assist you.
- **TriNet Solution Center emails.** Send an email to the Solution Center via *employees@trinet.com*.
- **Cases.** Submit a case to the Solution Center via *login.trinet.com*.
- **Mail.** Use regular mail in instances where an original document is required or other methods of communication are not ideal. Unless otherwise instructed, please forward such correspondence to the TriNet corporate address:

TriNet Group, Inc.

Attn: [Add appropriate department (i.e., Benefits, Payroll, etc.) or TriNet professional]

One Park Place, Suite 600, Dublin, CA 94568

## **Chapter Two: General Conduct Standards and At-Will Employment**

We are committed to the highest standards of conduct at every level, and we depend upon the personal and professional integrity and dedication of all worksite employees to help uphold these standards in every aspect of our business. Your dependable character and helpful behavior are assets and a credit to the company's business. To help promote a positive work environment for you and your co-workers, we rely on you to behave according to the provisions set forth in this handbook and in other company policies and directives. Failure to comply with company guidelines may result in disciplinary action, up to and including termination of employment.

This chapter of the handbook is not intended to address every situation that might arise but is intended to highlight the company's expectations regarding your conduct in general. Nothing in this chapter alters our at-will employment policy, which is set forth below.

Nothing contained in this chapter or any other part of the handbook shall be interpreted or applied, and nothing herein is in any way intended, to interfere with your rights to engage in protected concerted activity under Section 7 of the National Labor Relations Act, or prevent worksite employee communications regarding wages, hours, or other terms and conditions of employment.

### **At-Will Employment**

You are employed on an at-will basis, unless there is a written agreement to the contrary signed by an authorized representative of the company. (To affect the nature of your employment with TriNet, any such agreement must be signed by the President of TriNet.) This at-will employment policy means that, in the absence of such an agreement, as a worksite employee, you have the right to terminate your employment at any time, with or without cause, and with or without advance notice. It also means that, in the absence of such an agreement, we have the option of ending your employment with us at any time, with or without cause, and with or without advance notice. In addition, it means that, in the absence of such an agreement, the terms and conditions of employment, including, but not limited to, your compensation, benefits, duties, schedule, and location of work, may also be changed at any time in the company's sole discretion, with or without cause, and with or without advance notice, and you may be transferred, promoted, or demoted, with or without cause, and with or without advance notice.

The at-will employment policy cannot be changed except by way of a different policy set forth in a subsequent handbook signed by the President of TriNet. Thus, for example, no course of conduct, years of service, provision of this handbook, or general statement of any sort can change this policy.

### **Policy Against Proscribed Harassment and Discrimination**

We are committed to maintaining a respectful, courteous work environment free of unlawful discrimination and harassment, and we are committed to taking all reasonable steps to prevent it and address it. We will not tolerate harassment relating to any characteristic protected under applicable law by any worksite employee, contractor, vendor, customer, or visitor. Protected characteristics include age, race, color, national origin, gender (including pregnancy, childbirth or medical condition related to pregnancy or childbirth), gender identity or expression, sexual orientation, religion, physical or mental disability, medical condition, genetic information, marital status, veteran status, military status, or any other characteristic protected by federal, state, or local law. In addition to any disciplinary action we may take, up to and including termination of employment, offenders may also be personally liable, in the event of litigation, for damages and attorney's fees and other costs of litigation.

Except where otherwise indicated, the term "harassment," as used in this policy, refers to behavior that is related to any characteristic protected under applicable law and that is personally offensive, intimidating, or hostile, or interferes with work performance, regardless of whether it rises to the level of violating the law. In other words, this policy is stricter than the law, in that this policy defines prohibited harassment more broadly than does the law.

## What is Sexual Harassment?

Under various state and federal laws, sexual harassment includes, but is not limited to, making unwanted sexual advances and requests for sexual favors where:

- Submission to such conduct or communication is either explicitly or implicitly made a term or condition of an individual's employment; or
- Submission to or rejection of such conduct or communication by an individual is used as a basis for employment decisions affecting such individual; or
- Such conduct or communication has the purpose or effect of unreasonably interfering with an individual's work performance or creates and/or perpetuates an intimidating, hostile, or offensive work environment.
- As defined by law, sexual harassment can also take the form of other unwelcome conduct or communication that has the purpose or effect of unreasonably interfering with an individual's work performance or creates and/or perpetuates an intimidating, hostile, or offensive work environment. Such other conduct or communication sometimes takes the form of verbal abuse of a sexual nature, unwanted touching, leering, sexual gestures, a display of sexually suggestive objects or images, sexually explicit or offensive jokes, stories, cartoons, nicknames, slurs, epithets, and other communications of a sexual nature.

## What Are Other Kinds of Harassment?

In addition to sexual harassment, the company prohibits all other harassment based on age, race, color, national origin, gender (including pregnancy, childbirth or medical condition related to pregnancy or childbirth), gender identity or expression, sexual orientation, religion, physical or mental disability, medical condition, genetic information, marital status, veteran status, military status, or any other characteristic protected by federal, state, or local law.

## Forms of Harassment

Harassment may take many forms, including the following conduct when based on the protected characteristics described above:

- **Verbal.** Epithets; derogatory comments, slurs, or name-calling; inappropriate jokes, emails or any other form of written communication, comments, noises, or remarks; repeated requests for dates, threats, propositions, unwelcome and unwanted correspondence, phone calls, and gifts; or other unwelcome attention.
- **Physical.** Assault; impeding or blocking movement; physical interference with normal work or movement; unwanted and unwarranted physical contact, such as touching, pinching, patting, grabbing, brushing against, or poking another worksite employee's body.
- **Visual.** Abusive or patently offensive images (whether in photographs, posters, cartoons, drawings, paintings or other forms of imagery); displaying abusive or patently offensive images, writings or objects; ogling, staring at or directing attention to a worksite employee's anatomy; leering; sexually oriented or suggestive gestures.
- **Cyberstalking.** Proscribed harassment using electronic communication, such as e-mail or instant messaging (IM), or messages posted to a website, blog, or discussion group.

Proscribed harassment can occur in one-on-one interactions or in group settings and can involve a co-worker, manager, vendor, customer, visitor, or agent of the company. Sexual harassment can also occur in the context of a relationship that was once consensual but has changed so that the behavior is no longer welcome by one party. It is impossible to specify every action or all words that could be interpreted as harassment. The examples listed above are not meant to be a complete list of objectionable behavior.

Make a point of paying attention to others' reactions and stated requests and preferences, respecting their wishes, and treating them in a professional manner, regardless of gender, race, religion, nationality, age, sexual orientation, sexual identity or expression, or other protected characteristic.

### **Reporting and Investigating Proscribed Harassment**

If you believe anyone is harassing you based on a protected characteristic, or harassing another individual in the workplace, we encourage you, if comfortable doing so, to tell the harasser in clear language that the behaviors or advances are unwelcome or unwanted and must stop. The individual may not realize the behavior is objectionable and a simple communication may effectively end the behavior. However, if you are not comfortable engaging in such communication or the behavior does not stop following such communication, you should immediately report your concern to your manager, any other company manager or official, your TriNet HR Representative or the TriNet Solution Center. Report the facts of the incident, including what happened, when, where, how often, and the names of the accused and any witnesses. Managers should immediately report any suspected incidents of harassment of others to a TriNet HR Representative.

All claims of proscribed harassment will be investigated in a timely, objective, and thorough manner as confidentially as possible. All worksite employees are expected to cooperate fully in any investigation. If it is determined that prohibited harassment has occurred, the appropriate corrective action, up to and including termination of employment of the offending worksite employee, will be taken along with any additional steps necessary to prevent further violations of this policy.

### **Protection against Retaliation**

Neither the company nor the law will tolerate any form of retaliation against any worksite employee who opposes discrimination or prohibited harassment, makes a complaint, or participates in any manner in an internal investigation or an investigation, proceeding, or hearing conducted by a state or federal agency or court. If you believe that you have experienced or witnessed retaliation, you should immediately report your concern to your manager, any other manager or officer, a TriNet HR Representative or the TriNet Solution Center. Any worksite employee who engages in retaliation will be subject to disciplinary action, up to and including termination of employment, as well as possible legal consequences.

### **Standards of Performance and Conduct**

Like other organizations, we require order and discipline to succeed and to promote efficiency, productivity, and cooperation among worksite employees. For this reason, we think it is helpful to identify some examples of types of conduct that are impermissible and that may therefore lead to disciplinary action, possibly including immediate discharge:

- Refusing to accept appropriate work assignments or refusing to perform tasks assigned by a supervisor in the appropriate manner.
- Refusing to follow your manager's work instructions or directions, or engaging in insubordination.
- Conducting personal business, including outside employment, on working time or with company equipment, supplies, materials, or products, without management approval.
- Possessing or using weapons, dangerous or unauthorized materials, liquor (unless authorized), or illicit drugs in the workplace. (This is not to be read as interfering with a legal right, in those states that recognize such a right, to store lawfully possessed firearms in one's vehicle while it is in an employer-provided parking area.)
- Sleeping or being impaired by alcohol, illegal drugs, or intoxicants while on company property, while on duty, or while operating a vehicle or potentially dangerous equipment leased or owned by the company.
- Falsifying information, including time or expense reports; intentionally "punching" another worksite employee's time card; removing or destroying any time-keeping record without authorization.



- Damaging, destroying, removing without authority, or failing to return any property (physical or intellectual) belonging to the company, fellow worksite employees, customers, or anyone on company property.
- Fighting, horseplay, practical jokes, or other unsafe conduct that could endanger any worksite employee, contractor, customer, or vendor of or visitor to the company.
- Violence, threats of violence or intimidation, bullying, or coercing any worksite employee, contractor, customer, or vendor of or visitor to your company, including by use of abusive or vulgar language.
- Engaging in any unlawful harassment or discrimination against a co-worker, customer, or vendor.
- Engaging in illegal activities or conduct that poses a health or safety hazard, including smoking in non-smoking areas.
- Soliciting or accepting gratuities from customers or vendors.
- Holding unauthorized gatherings in work areas during working time, or admitting unauthorized persons into the work place, unless allowed to do so by law.
- Releasing without authorization Confidential Information as defined in this handbook.
- Violation of any company rule, practice, or policy, including any policy in this handbook.
- Unsatisfactory performance of job duties.
- As already noted, the above is not a comprehensive list of all types of impermissible conduct and performance, and nothing in this handbook (including this policy) alters the at-will employment policy.

## **Code of Business Ethics and Conduct**

This Code applies to you only if you are a worksite employee whose company does not have its own such Code.

Your company has a responsibility to conduct its business in strict compliance with all applicable laws and regulations, and it is the company's policy to do so. Your company therefore expects worksite employees to act in accordance with the highest standards of business ethics both on and off company premises, to avoid any appearance of impropriety, and to observe all applicable laws and regulations while conducting business on the company's behalf.

You are expected to abide by the spirit as well as the letter of this Code. You are also expected to cooperate with any inquiries or investigations concerning a possible or suspected violation of this Code, unless you are informed at the time of the investigation that your participation is voluntary. Any worksite employee's failure to fulfill his or her responsibilities under this Code may result in disciplinary action, up to and including immediate termination of employment.

## **Ethical Standards**

Your company is committed to conducting business in a fair and open manner within the spirit and letter of the law, with the highest regard for customers, the community, and worksite employees. Your company's success depends not only on the knowledge, skills, and abilities of worksite employees, but also on their performance of work with sound judgment, self-discipline, common sense, and integrity. As such, all worksite employees are required to maintain and uphold the following common ethical standards, in all aspects of their work:

- To pursue company objectives in all of your work in a manner that does not conflict with the integrity of the company or the public interest;
- To be truthful and accurate in performing job functions;
- To protect Confidential Information as defined in this handbook;
- To observe all laws, regulations, ordinances, and rules applicable to the operation of the business;

- To maintain honest and fair relationships with all company vendors;
- To ensure quality and value in the company's products/services and relationships with customers and vendors; and
- To avoid, during the course of your employment, any situations that may engender any conflict between the personal interests of worksite employees and the exercise of discretionary decisions on behalf of the company.

### **Conflicts of Interest**

Your company insists on the undivided loyalty of all worksite employees, including management and non- management staff, in the performance of all job functions. Therefore, worksite employees must not engage in any conduct, and must avoid situations, that would create an actual or potential conflict of interest in performing your job or create the appearance of such a conflict.

Conflicts of interest arise in work situations when a worksite employee's personal activity or personal interest is contrary to the interests of the company. These personal activities or interests may influence the worksite employee's judgment, causing the worksite employee to make decisions on behalf of the company based upon the potential for personal gain, rather than in the best interests of the company.

To prevent conflicts of interest, the following behavior is deemed unacceptable and unethical, except to the extent the law provides otherwise:

- Receiving or giving of merchandise, money, services, travel, accommodations, or lavish entertainment that might appear to have been given to influence a business decision. Gifts offered or received at any time in your capacity as a worksite employee or representative of the company that are of more than minimal or token value shall not be accepted and shall be returned to the sender with an appropriate explanatory note or letter.
- Maintaining personal, business, or financial relationships with a customer or vendor where the worksite employee has control or influence over the company's relationship with that customer or vendor. For example, worksite employees should not borrow from or lend personal funds to a customer or vendor of the worksite employee's division.
- Using information developed or learned on the job for personal or familial benefit. This includes the use of company databases, financial information, and intellectual property.
- Maintaining outside directorship, employment, or political office that might appear to or actually conflict or compete with a worksite employee's responsibilities.
- Conducting company business with, or using position or authority to influence the company to conduct business with, family members.
- Unauthorized sharing of Confidential Information, as defined in this handbook, or proprietary company-related information with business associates or representatives of other companies.

The list above serves only to illustrate sources of possible conflicts of interest and does not constitute a complete list of all the situations that may result in a conflict of interest. Ultimately, it is the responsibility of each worksite employee to avoid any situation that could affect his/her ability to judge situations independently and objectively on behalf of the company, and any situation that could even appear to be a conflict of interest. It is important to note that under certain circumstances, conflicts of interest can amount to violations of criminal law. Any doubts should be resolved in a discussion with your manager, TriNet HR Representative, or your company's legal counsel.

### **Employment of Relatives and Significant Others**

To avoid conflicts of interest and to promote stability and goodwill in the workplace, we usually don't hire or transfer relatives into positions in which they supervise or are supervised by another close

family member. We also try to avoid placing them in positions in which they work with or have access to sensitive information about family members. The same general considerations apply if two worksite employees marry or become involved in a domestic-partner relationship. If a supervisory, security, morale, safety, or other conflict results from the relationship, we reserve the right to use our discretion in hiring and placing worksite employees in a manner designed to avoid these concerns. One of the worksite employees may be transferred— or, if necessary, terminated—to resolve the situation.

The term “relatives,” as used in the preceding paragraph, refers to a spouse or domestic partner, parents, legal guardians, siblings, children, grandparents, grandchildren, or current in-laws. (Natural, step- or adopted relationships are included in this definition.) This Code also applies to significant others. In addition, if a conflict or appearance of a conflict arises because of a dating relationship, at our sole discretion, the conflict may be resolved by transfer of one or both worksite employees or termination of employment. There may be other considerations or restrictions based on job requirements and situations specific to your company. Check with your manager for clarification.

### **Recognizing & Reporting a Conflict**

It is essential that all worksite employees pay close attention to possible violations of the Code of Business Ethics and Conduct, whether they occur because of an oversight or intention. Any worksite employee who is aware of possible violations should notify his or her manager, a company officer, a TriNet HR Representative, or, if applicable, your company’s legal counsel. If you are not sure whether there is an ethical problem, it is better to ask.

Here are some signs to watch for:

- You feel uncomfortable about a business decision, or about something you’ve been asked to do at work.
- You have witnessed a situation involving a business decision that made you or someone else feel uncomfortable.
- You feel that the company would be embarrassed, or face legal implications, if a business conflict were revealed to the public.

### **Violation of the Code**

Violations of this Code will be grounds for discharge or other disciplinary action, adapted to the circumstances of the particular violation. Disciplinary action will be taken against individuals who authorize or participate directly in a violation of the Code. Disciplinary action also may be taken against any of the violator’s managerial superiors, to the extent that the circumstances of the violation reflect inadequate supervision and leadership by the superior.

Compliance with the Code will be considered in the evaluation of each individual’s overall performance.

### **Prohibition Against Retaliation**

If a worksite employee or applicant believes that he or she has been retaliated against for disclosing information regarding misconduct under the Code, he/she should file a written complaint with any company manager, any company officer, or a TriNet HR Representative. It is company policy to encourage worksite employees to come forward with any safety, ethical, or legal concerns. Retaliation against those who bring forward these types of related concerns or complaints will not be tolerated.

### **Additional Workplace Policies**

#### **Endorsements and Solicitations**

To avoid disruption of operations, worksite employees may not solicit or distribute material for any cause or purpose during their working time (which does not include rest periods, meal periods, or any other times when worksite employees are properly not engaged in performing their work tasks) or during the working time of the worksite employee being solicited or receiving the material. No worksite employee should imply endorsement by the company for a particular product or service without proper

authorization.

### **Electronic Communications**

Worksite employees whose companies have their own electronic communications policies are not covered by this policy.

As we become increasingly dependent on technology to conduct business, worksite employees typically have access to one or more forms of electronic media and service (computer, email, instant messaging, telephones, cellular phones, PDAs, voicemail, fax, online services, Intranets, and the World Wide Web). This policy extends to all features of the company's electronic communications systems, including computers, e-mail, instant messaging, connections to the Internet and Web, and other external/internal networks, voicemail, video conferencing, facsimiles, and telephones (collectively defined as electronic resources). Any other form of electronic communication used by worksite employees currently or in the future is also intended to be included under this policy.

All information created, sent, received, or stored on the company's electronic resources is company property. Such information is not the private property of any worksite employee and worksite employees should have no expectation of privacy in the use or contents of the company's electronic resources. Passwords do not confer any right of privacy upon any worksite employee of the company. Worksite employees should understand that the company may monitor the usage of its electronic resources and may access, review, and disclose information stored on its electronic resources, including messages, personal e-mail communications sent and received on the employer's computers but using private e-mail accounts, and other data, at any time, with or without advance notice to the user or the user's consent. In order to ensure that the usage of such company-provided materials remains ethical and lawful, worksite employees must abide by the following guidelines:

- All business equipment, electronic and telephone communications systems, and all communications and stored information transmitted, received, or contained in the company's electronic resources are the company's property and are to be used for job-related purposes. Worksite employees may engage in personal use of such systems and equipment during nonworking time, provided that such use does not violate company policies included in this handbook and does not interfere with any worksite employee's performance of job duties.
- To prevent computer viruses from being transmitted through the system, worksite employees are not authorized to download any software from the internet onto their computer or any drive in that computer.
- Use of portable drives to download company information for any purpose other than company business is prohibited without the advance written approval by the company's management.
- The company may monitor use of any systems and equipment.
- The worksite employee in whose name an account is issued by the company is responsible for its proper use at all times.
- The company assumes no liability for loss, damage, disclosure, or misuse of any non-company data or communications transmitted or stored on the company's electronic resources.
- Worksite employees may not, without authorization, transmit, retrieve, or store confidential company information, as defined in this handbook, on their personal email systems.
- Unless otherwise allowed by law, confidential company information, whether in electronic or hard-copy form, may only be accessed and used by worksite employees as required to perform job duties.

### **Use of Cell Phones and PDAs**

Worksite employees whose companies have their own electronic communications policies are not covered by this policy.

Although cell phones and Personal Digital Assistants (PDAs) have become a valuable tool in

managing our professional and personal lives, they can raise a number of issues involving safety, security, and privacy. Worksite employees should confine personal use of cell phones and PDAs to nonworking time, such as lunch breaks or other rest period breaks. Worksite employees should be courteous of their coworkers and keep ring tones on vibrate or low while at work.

The company requires the safe use of cell phones and PDAs by worksite employees who use them to conduct company business. Worksite employees are required to obey all applicable state and local laws regarding cell phone use while driving. In any case where the state or local law is more restrictive than this policy, the law will govern the worksite employee's behavior.

Worksite employees who use handheld cell phones while on company business must refrain from making or receiving business calls while driving. If a worksite employee needs to make or receive a business phone call while driving, the worksite employee should make sure the vehicle is stopped and parked in a proper parking area for the call. Stopping on the side of the road to make a call is not acceptable, except in the case of a traffic accident or car breakdown.

Worksite employees who use hands-free telephones are strongly discouraged from making calls while driving. Worksite employees may make business calls while driving only when absolutely necessary, and only if the conversation will last no more than a few minutes. Worksite employees must stop the vehicle and park in a proper parking area if the conversation becomes involved, traffic is heavy, or road conditions are poor. Under no circumstances may worksite employees manually dial a number while their vehicle is in motion.

Worksite employees may not use a cellular telephone or PDA to send, receive, or review text messages, email, or information over the Internet while driving.

Finally, non-exempt worksite employees must not use cell phones or PDAs for work outside of regularly scheduled hours unless they have been pre-approved to do so by their manager.

### **Confidential Information**

As a worksite employee, you may learn information that is not known by the general public. You may have access to confidential or proprietary information regarding the company, its vendors, its customers, or perhaps even fellow worksite employees. Confidential or proprietary information includes, but is not limited to business plans, strategies, budgets, projections, forecasts, financial and operating information, business contracts, databases, financial and account numbers, HIPAA protected medical information, customer and vendor information, advertising and marketing plans, proposals, training materials and methods, and other information not available to the public.

Confidential Information does not include information lawfully acquired by non-management worksite employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Nothing in this handbook prohibits an worksite employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the worksite employee acquired through lawful means in the course of his or her employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority. To the extent a worksite employee discloses any Confidential Information in connection with communicating with a governmental authority, the worksite employee will honor the other confidentiality obligations in this handbook and will only share such Confidential Information with his or her attorney, or with the government agency or entity. Nothing in this handbook shall be construed to permit or condone unlawful conduct, including but not limited to the theft or misappropriation of Company property, trade secrets or information.

Regardless of whether information is specifically marked as confidential, it is each worksite employee's responsibility to keep Confidential Information in confidence (except as otherwise allowed, if at all, by applicable law). You must not use, reveal, or divulge any such information unless it is necessary for you to do so in the performance of your duties (or except as otherwise allowed, if at all, by applicable law).

An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that – (A) is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal and (B) does not disclose the trade secret, except pursuant to court order.

Generally, access to Confidential Information should be granted/provided/given on a “need-to-know” basis and must be authorized by your manager.

Some worksite employees who have access to confidential, sensitive, or proprietary information about the company or its customers, services and/or processes, may also need to sign a Proprietary Information and Inventions Agreement (PIIA) as a condition of employment. If you improperly use or disclose any of the company's confidential or proprietary information, you will be subject to disciplinary action, up to and including termination of employment, regardless of whether or not you receive any benefit from the use or disclosure.

If you have a question regarding whether or not the information you seek to communicate is considered Confidential Information, speak to your manager.

### **Employment and Income Verification Requests, References, and Other Requests by Third Parties for Company Information**

All inquiries for income or employment verification received by the company or TriNet from an outside party regarding a present or former worksite employee must be directed to The Work Number®, a service provided by TALX Corporation. Please access The Work Number® at [www.theworknumber.com](http://www.theworknumber.com) or 1.800.367.5690 and furnish the verifier with the TriNet Employer Code: 13096. Instructions for worksite employee-related requests are available on the TriNet platform by navigating to [login.trinet.com](http://login.trinet.com).

TriNet will process Garnishment and Benefits inquiries. Verifiers requesting this information should be directed to the TriNet Bradenton mailing address: 9000 Town Center Pkwy Bradenton, Florida 34202, for processing. TriNet will continue to process and manage those requests in the applicable departments.

No other manager or worksite employee is authorized to release references for current or former worksite employees on behalf of the company. The company will disclose only the dates of employment and title of the last position held in response to reference or employment verification requests. If a worksite employee authorizes disclosure in writing, the company will also provide the amount of salary or wage last earned.

Also, you may be approached for interviews or comments by the news media, analysts and/or customers/vendors on events and issues that impact the company. Only specifically designated worksite employees may provide responses on behalf of the company. If you are unsure who should respond to a request for a statement by a company representative, contact your manager immediately.

### **Company-Furnished Equipment or Materials**

You are responsible for taking good care of the equipment or materials furnished to you by the company, which remain company property and should only be used for legitimate company business. All items such as manuals, reports, records and statements are the property of the company and are to be kept at the company's place of business, unless removal has been properly authorized. Unauthorized removal of any company property (or that of another worksite employee) is considered a grave offense, and may result in serious consequences, regardless of seniority or past performance.

Worksite employees must return any company equipment, materials or Confidential Information in their possession upon termination of employment or immediately upon any request by the company.

### **Personal Property**

We try to ensure your workplace is secure, but we cannot be responsible for your personal belongings. You're responsible for preventing theft, loss, or damage to your personal items, and for that reason we ask that you store and use them safely and securely.

In connection with an investigation into alleged violations of company rules, the company reserves the right to search company property such as desks, cabinets, or other storage areas and inspect items found inside such areas for missing property or for items such as drugs, alcohol, prohibited weapons or other contraband. Worksite employees should have no expectation of privacy in company desks, cabinets or other storage areas. The company reserves the right to remove, retain, and disclose the contents found during an inspection. Only locks and keys issued by the company may be used for securing company provided desks and other storage devices. The company also reserves the right to inspect any and all packages and parcels entering and/or leaving our premises.

### **Travel Authorization**

Any travel on company business must first be authorized by your manager, who can answer questions regarding the company's travel policies. When using your personal, company, or a rented vehicle on company business, you must have in your possession a valid driver's license and you must have obtained liability insurance covering both bodily injury and property damage. The company's specific mileage allowance and reimbursement schedule will determine reimbursement for travel expenses.

## Chapter Three: General Employment Policies and Information

### Equal Employment Opportunity and Diversity

We are committed to equal-employment principles, and we recognize the value of committed worksite employees who feel they are being treated in an equitable and professional manner. We strive to find ways to attract, develop and retain the talent needed to meet business objectives, and to recruit and employ highly qualified individuals representing the diverse communities in which we live.

Employment policies and decisions on employment and promotion are based on merit, qualifications, performance, and business needs. The decisions and criteria governing the employment relationship with all worksite employees are made in a non-discriminatory manner—without regard to age, race, color, national origin, gender (including pregnancy, childbirth or medical condition related to pregnancy or childbirth), gender identity or expression, religion, physical or mental disability, medical condition, legally protected genetic information, marital status, veteran status, military status, sexual orientation, or any other factor (including medical marijuana cardholder status for Arizona applicants and worksite employees) determined to be an unlawful basis for such decisions by federal, state, or local statutes.

No legally protected characteristic will be a factor in decisions regarding any of the following:

- Recruiting
- Hiring
- Termination of employment
- Discipline
- Promotion/demotion
- Training
- Compensation and Benefits
- Scheduling
- Assignments, or
- Any other terms or conditions or privileges of employment.

Moreover, in accordance with federal and applicable state law, the company will make reasonable accommodations whenever necessary for individuals with known disabilities, provided that such individuals are qualified to perform the essential functions and assignments of the job, with or without accommodation, and provided that any accommodations would not impose an undue hardship on the company. The company wishes to have timely, good faith discussions with a disabled applicant or worksite employee to determine what accommodations may be appropriate. Any applicant or worksite employee who requires an accommodation during the application process or in order to perform the essential functions of the job should contact a company manager, a company officer or a TriNet HR Representative to request such an accommodation.

If you have any reason to believe that you (or someone else) haven't been treated in accordance with this policy, you should immediately inform your manager, any other company manager or officer, TriNet HR Representative or the TriNet Solution Center. All managers should immediately report any such matters to a TriNet HR Representative.

### Open Door Policy

We have an open-door policy that seeks to encourage worksite employees to participate in decisions affecting them and their daily professional responsibilities. We encourage you to make your concerns, questions, suggestions, and comments known to us. Whether you have a question about any of our policies or programs, or a concern about a decision affecting your job, you can make yourself heard so



that your question or concern may be addressed—and appropriate steps can be taken toward a resolution.

## Employment Categories

To address payroll, benefits, and other issues, worksite employees are classified in various ways. None of the classifications alter the at-will employment policy, as nothing in this handbook (including this policy) alters the at-will policy.

### General Categories

You will be assigned to one of the following four categories at any given time. These employment categories, which relate to the regular extent of your commitment, are as follows:

- **Regular full-time worksite employees** are regularly scheduled to work 30 hours or more per week; are eligible for perquisites like paid time off/vacation (as applicable); and are eligible to elect coverage under the TriNet Benefits Plan (this applies to worksite employees only if their customer company has contracted with TriNet to participate in the TriNet Benefits Plan). Refer to the Guidebook via the TriNet platform for further details, and visit *login.trinet.com* for additional information on company-specific policies.
- **Regular part-time worksite employees** are regularly scheduled to work at least 20, but less than 30, hours per week; may be eligible for some perquisites, like paid time off/vacation (as applicable), on a pro-rated basis; are not eligible to apply for coverage under the TriNet Benefit Plans, unless legally required but may be eligible to apply for certain voluntary benefits, as detailed in Chapter 6 of this handbook.
- **On-call or intermittent worksite employees** do not typically work specified schedules or regularly work less than 20 hours per week; are not eligible for paid time off/vacation; are not eligible to apply for coverage under the TriNet Benefit Plans; but may be eligible to apply for certain voluntary benefits, as detailed in Chapter 6 of this handbook.
- **Temporary worksite employees** are hired only for a specific period of time, project, or assignment, either on a full-time or part-time schedule; are not eligible for paid time off/vacation; are not eligible to apply for coverage under the TriNet Benefits Plan; may be eligible to apply for certain voluntary benefits; are entitled (as are all worksite employees in the above categories) to applicable mandatory benefits such as overtime, workers compensation, unemployment insurance, state disability insurance, Social Security benefits, and other such benefits outlined in Chapter 7 of this handbook. Temporary worksite employees asked to work beyond the specified period, project, or assignment retains their temporary status unless a category change is authorized, in writing, by the appropriate manager.

No one who is not recognized by TriNet as a worksite employee is entitled to any TriNet benefits or employment perquisites.

If you have questions about your status, please consult your manager.

### Exempt and Non-Exempt Status

In addition to being classified in accordance with the above, you will also be classified as exempt or non-exempt. Exempt/non-exempt status corresponds to your eligibility for overtime pay and certain other legal rights. This status is determined based on applicable law and such factors as the nature of your work, your duties and responsibilities, and your level and form of compensation.

**Non-exempt worksite employees** are typically paid by the hour for each hour they work in a pay period and always receive overtime pay in accordance with the applicable overtime rules. For overtime rules applicable to you, please contact your manager.

**Exempt worksite employees** are classified as such if they are not entitled to overtime under the federal (or, if applicable state) wage and hour laws. Worksite employees in positions classified as Exempt are generally paid a salary intended to compensate fully for all hours worked each week; are

not compensated based on the number of hours worked and do not receive overtime pay.

### **Access to Personnel Records**

Both TriNet and its customer companies maintain certain, but not necessarily the same, records for worksite employees. Most worksite employee information may be accessed only by appropriately authorized employer personnel. In addition, access to these records may be granted to government agencies in accordance with the law, and to other third parties by way of legal subpoena or court order.

Requests by current and former worksite employees to access TriNet records should be made to the TriNet Solution Center. Worksite employees may access or receive copies of additional worksite employee records in a personnel file as required by state law.

Requests by current and former worksite employees to access a TriNet customer company's records should be made to the customer company.

### **Dress Code**

While at work or engaged in work-related activities, you must maintain a clean, neat appearance when reasonably possible, and your attire should be consistent with the type of work you are performing and with safety considerations.

If you have further questions about your expected attire or grooming and hygiene standards, please discuss these questions with your manager.

### **Tobacco Policy**

Worksite employees whose companies have their own tobacco policies are not covered by this policy.

In order to offer our worksite employees a comfortable environment in which to work, tobacco use is prohibited in all areas of the workplace. This includes all office areas, rest rooms, and other common areas.

### **Ending Your Employment**

If you choose to leave your employment, we ask that you do so in writing and indicate your reason for leaving, the effective date of your resignation, and a forwarding address. The company would appreciate as much advance notice as possible, so that plans can be made for your replacement or reassignment of your duties. If you quit without notice, we will send your final paycheck to the most recent address we have in our records, unless you have directed us otherwise.

To ensure TriNet has your current address, simply log into *login.trinet.com*. This will take you to an area where you can access and update your information.

The TriNet platform will still be available to access information you may need after termination of employment. Your log in and password information will remain the same unless you change it.

## Chapter Four: Pay, Hours, and Leaves

### Your Compensation

Competitive pay is a key ingredient in attracting, retaining, and rewarding excellence. It's our goal to provide you with fair and equitable compensation for the job you perform. Some of the factors affecting your pay include your job responsibilities, the needs and resources of the company, market standards, and your overall performance and conduct. We encourage you to consult your manager to address questions on specific pay policies.

### Direct Deposit

You can elect to have TriNet automatically deposit your paycheck to an account in almost any bank. If you like, you can even designate up to five different accounts to which specified portions of your paycheck will be directly deposited.

Under the direct deposit program, TriNet transfers funds electronically, effective the same day as your regular payday. The service becomes effective following a test period with your bank, which is usually one or two pay periods after TriNet receives the information necessary to process your direct deposit election. This is not applicable to TriNet.

You can set up and maintain your direct deposit accounts via *login.trinet.com*. In addition, you can establish or change your tax withholdings for both federal and state income taxes.

If you choose to use TriNet direct deposit services, please be aware that although direct deposits are credited to your account on your established payday, the deposit may not be available until your bank posts the transactions for that day (usually not until the evening of the effective date). If this poses a problem for you, contact your banking institution, as this matter is not under the control of TriNet.

### Payday and Paychecks

Technology allows you to receive pay and payday information without delay. If you don't elect to receive direct deposit of your paycheck, or your company uses printed pay statements, you will usually receive your paycheck or pay statement by mail within a week of the end of the corresponding pay period. Visit *login.trinet.com* for specific information on pay cycle schedules.

If you suspect an error in your paycheck, or if you happen to lose it, contact your manager or the TriNet Solution Center immediately. For lost checks, we will initiate a stop payment on the check and obtain a replacement as quickly as possible after bank authorization.

As a rule, we don't provide any payroll advances or extend credit to worksite employees.

### Payroll Deductions

TriNet categorizes payroll deductions as either voluntary or involuntary. Voluntary deductions are deductions taken if you enroll or are enrolled by default in any of the following programs or services, assuming you are eligible:

- TriNet healthinsurance (medical, dental, vision)
- TriNet health care or dependent day care flexible spending account (FSA)
- TriNet health savings account (HSA)
- TriNet basic/supplemental life insurance
- TriNet short-term/long-term disability insurance
- TriNet accidental death and dismemberment insurance

- TriNet retirement plan or a single-employer retirement plan sponsored by your company
- Commuter benefits
- MetLife benefits
- Other TriNet benefits or services

Your first paycheck after TriNet receives and processes your TriNet benefits enrollment may reflect retroactive deductions for plans in which you enrolled that became effective on your benefits eligibility date.

If you are a worksite employee and participate in a medical plan and, as applicable, a health savings account (HSA) sponsored by your company and not by TriNet, you will not be eligible to participate in a medical plan or HSA sponsored by TriNet. In such case, you understand that your company may request that TriNet take deductions from your pay for the medical premiums and, if applicable, HSA contributions associated with the medical plan/HSA sponsored by your company in which you participate. These deductions will appear on your pay stub as a general deduction amount and will be reported accordingly on your Form W -2.

Involuntary deductions are those mandated by a government agency, or by any court orders, liens, or wage assignments that the law may require us to recognize. Examples of mandatory deductions that we take until the required amount is reached include:

- Federal Income Tax Withholding
- Social Security (FICA)
- State Disability Insurance (SDI) (as applicable)
- Medicare
- Local taxes (as applicable)
- Child support (as applicable)
- Garnishments (as applicable)

Your pay statement provides you with current pay period and year-to-date information on any payroll deductions from your paycheck. For additional information to help you understand your paycheck, including abbreviations used to describe the deductions and other items appearing on your pay statement, visit [login.trinet.com](http://login.trinet.com).

### **Hours and Time-Keeping**

Your regularly scheduled hours (as applicable) will be determined by your manager.

If you are a non-exempt worksite employee, you must not work outside of your regularly scheduled hours unless you have been pre-approved to do so by your manager. Failure to obtain such pre-approval may result in disciplinary action, up to and including termination of employment.

It is the responsibility of each non-exempt worksite employee to accurately record, on a daily basis, his or her work time. Therefore, if you are a non-exempt worksite employee and work outside of your regularly scheduled hours, regardless of whether or not you obtain your manager's pre-approval for such work, **you must record all of your work time**. For example, if you use a PDA (such as a Blackberry), a cell phone, email or the internet for business purposes while at home either before or after your regularly scheduled hours, you must include the time you spend engaged in such work when you record your work time.

Unless otherwise instructed in writing, non-exempt worksite employees are generally required to record the times when they actually start and stop work during each work day. For example, they must record:

- The time when they actually start work for the first time during a work day;
- The time when they actually stop work for a meal period, if applicable;
- The time when their meal period ends (i.e., when they actually resume working), if applicable; and
- The time when they actually stop working at the end of their work day.

Any other stops and starts must also be recorded, with the exception of those related to paid rest periods. The start and stop times associated with paid rest periods need not be recorded unless otherwise instructed in writing.

If you are a non-exempt worksite employee your manager will inform you of the time-keeping system you are to use to record your time. You cannot record time for anyone but yourself.

If there is an error in the recording of your time, you must contact your manager immediately so that it can be corrected. Managers (or their designees) are responsible for addressing any errors in time records and may not edit any time records without the express written consent of the worksite employee whose records are to be edited.

Any falsification of time records or misuse of a time-keeping system is strictly prohibited. Violations of this policy may result in corrective action, up to and including termination of employment.

### **Meal and Rest Breaks**

Whether breaks for meals or rest need to be provided and, if so, for how long, are matters that are legally controlled, if at all, by state standards. If you are a non-exempt worksite employee, please contact your company for information about its meal and rest period policies and/or practices.

### **Overtime and Overtime Pay**

Non-exempt worksite employees are eligible to receive overtime pay for overtime work. What constitutes overtime work depends on where you work, as there is a federal standard but also some state standards that go beyond the federal standard. Please ask your manager for information about what constitutes overtime for you.

If you are a non-exempt worksite employee, you must not work overtime unless you have been pre-approved to do so by your manager. Failure to obtain such pre-approval may result in disciplinary action, up to and including termination of employment. However, overtime worked and recorded as such will always be paid at the appropriate overtime rate.

Please note that if you are a non-exempt worksite employee, you may not check email, voice messages, or other company communication systems (whether via a computer, handheld device, or other method) after hours if such activity would result in overtime and you have not received advance approval from your manager to perform such overtime work.

Overtime should be recorded at the end of the day on which you actually worked the overtime. Overtime is not paid at your regular rate of pay. The applicable overtime rate may depend on whether federal or state standards apply. Please ask your manager for information regarding your overtime rate.

### **Compensatory Time Off**

We do not provide compensatory time off (comp time) instead of overtime pay.

### **Attendance & Tardiness, Paid and Unpaid Time off (Excluding Leaves of Absence)**

#### **Attendance**

Your personal schedule should be arranged, if reasonably possible, to accommodate established working hours. If you expect to be absent or tardy, you must notify your manager as far ahead of time as possible and no later than the start of the work day or shift for which you will be absent or tardy, unless impossible. If you fail to report for work for three consecutive scheduled work days without notifying your manager, you will be considered to have abandoned your job and voluntarily resigned.

your employment without notice. In addition to the foregoing, you also need to comply with any separate attendance policies that apply to you.

### **Time Off with Pay**

Visit [login.trinet.com](http://login.trinet.com) for your company's current policy regarding time off with pay.

### **Voting Time**

We encourage all worksite employees to take part in the electoral process. In most cases, you can vote before or after working hours. If scheduling difficulties makes this impractical, you may be able to take time off with prior approval from your manager. Applicable legal requirements will be followed.

### **Time Off for Jury and Witness Duty**

If you're legally obliged to serve jury or witness duty as requested by a court, inform your manager of your obligation as soon as you're notified. Depending on your company policy, time off for jury or witness duty may be with or without pay. For details on pay, please see [login.trinet.com](http://login.trinet.com). Based on business necessity, your manager may choose to ask the court to have you excused. If you're away from work because of jury or witness duty, you'll need to present evidence of such duty to your company when you return—be sure to obtain documentation from the court. Applicable legal requirements will be followed.

### **State Mandated Time Off**

Many states provide for additional paid and unpaid time off. Please consult your company's Addendum or contact your TriNet HR Representative.

### **Leaves of Absence**

#### **Generally**

Worksite employees who need to be absent from work for seven or more calendar days, for reasons other than PTO or vacation, may request a Leave of Absence. Generally, leaves of absence are granted without pay, but a worksite employee may use vacation, sick leave, or PTO, as appropriate, to substitute for otherwise unpaid leave. Leaves may be granted for a variety of reasons, including (without limitation): your medical disability, a serious health condition of you or a qualifying family member, pregnancy, bonding with a newborn child, military leave, or personal leaves your company deems compelling.

To request a leave of absence, you need to complete the two-page Extended Leave of Absence Request form, available for download on [login.trinet.com](http://login.trinet.com). You complete the first two pages, and your manager completes the third page. Your manager will then submit the form on your behalf.

Your TriNet health insurance benefits and arrangements for your portion, if any, of premium payments may be affected by your leave of absence. Please contact your worksite employer about making payments for any insurance premiums for which you would normally be responsible, if any. This is especially important where your leave is unpaid. Additional instructions and information may be provided separately depending on the nature of your leave.

#### **If your TriNet health benefits are terminated and you elect COBRA**

Should your regular TriNet health insurance benefits be terminated as a result of your leave, you will be eligible to continue these benefits pursuant to COBRA. A separate COBRA enrollment package will be sent to your home address following any such loss of coverage. Your health insurance benefits will be continued pursuant to COBRA should you properly elect, and continue to remain eligible for, COBRA continuation coverage. Nothing in this package is a guarantee of COBRA coverage, as you remain solely responsible for meeting certain eligibility requirements under COBRA in order to maintain COBRA coverage through TriNet.

With COBRA continuation coverage, unless you return to work on the first day of the month, your COBRA medical, dental and/or vision benefits will continue to the end of the month during which you return to work and your regular TriNet health insurance benefits will resume on the 1st of the month following the date you return to work. You will be responsible for paying for that month's COBRA

continuation coverage on or before the last day of the grace period provided pursuant to COBRA.

If you did not elect COBRA for the month in which you returned to work, your benefits automatically will be reinstated effective your return to work date.

### **If your TriNet health benefits are terminated and you do not elect COBRA**

If your regular TriNet health insurance benefits are terminated as a result of your leave of absence and you do not elect to continue them pursuant to COBRA, your benefits automatically will be reinstated on your return to work date.

### **Life Status Changes**

During your period of leave, you may experience a qualifying life status change event that allows you to make changes to your TriNet benefits coverage. For example, you might have a baby and decide to add your newborn as a covered dependent. Depending on the nature of your benefits coverage at the time of your life status change, you would either make the change online via the TriNet platform or by contacting the TriNet Solution Center.

If, at the time of the life status change, you are still receiving regular, active TriNet benefits, the change can be made online via the TriNet platform under *login.trinet.com*. If, at the time of the life status change, you are receiving benefits because you have elected coverage through COBRA, the change can be made by contacting the TriNet Solution Center. In either event, you have 30 days (60 days for a birth, adoption, or SCHIP event) from the date of a life status change to request any corresponding changes.

### **Health Care FSA**

If you go on any unpaid leave of absence, you have three choices regarding your TriNet health care FSA:

- You can elect to stop contributing to your health care FSA. Expenses you incur after the start of your unpaid leave are not eligible for reimbursement. Upon your return to work, your health care FSA payroll contributions will resume if you return in the same plan year. Your remaining plan year payroll contributions will be adjusted to make up for the contributions you missed during your unpaid leave.
- While on leave you can continue after-tax contributions through COBRA by sending personal checks or money orders to TriNet. You may continue to incur eligible expenses during your unpaid leave. Your remaining Plan Year payroll contributions will be adjusted to account for your post-tax contributions.
- You can contribute through a lump sum pre-tax salary reduction payment before the unpaid leave commences, and continue to incur eligible expenses during your leave. This option is only available with an advance 30-day notice prior to the commencement of your leave date. Upon your return to work, your health care FSA payroll contributions will resume if you return in the same plan year. Your remaining plan year payroll contributions will be adjusted to account for your lump sum contribution.

### **Dependent Day Care FSA**

If you have elected the TriNet dependent day care FSA, you may not continue to claim reimbursements for the period during which you are on an unpaid leave. Upon your return from leave, you automatically will be re-enrolled in dependent day care FSA and resume making contributions in order to be eligible to receive reimbursements for future claims.

### **Retirement Plan**

If you receive pay while on your leave of absence, your retirement (e.g., 401(k)) plan payroll contributions will continue unless you notify the HR contact at your worksite to stop or change your payroll contribution. If you are on an unpaid leave of absence, your retirement plan payroll contributions will cease. Upon your return to work, your contributions will resume at the same rate unless you notify the HR contact at your worksite of any changes.

Absent extenuating circumstances, failure to return to work within three consecutive days after the expiration of an approved leave will be considered a voluntary resignation.

### **Military Duty**

If you join a branch of the Armed Forces of the United States or you are a member of a reserve component of the U.S. Armed Forces or the National Guard, you may be entitled to take a leave. The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) provides enhanced leave rights and job protections for worksite employees absent for military duty. USERRA prohibits discrimination in employment and retaliation against any person who was, is, or applies to be a member of a uniformed service, or who performs or has an obligation to perform service in a uniformed service. A number of state laws also provide leave rights for worksite employees requiring time off for military duty. For further details concerning USERRA, or a similar state law, please consult your TriNet HR Representative.

### **Pregnancy Related Leave**

Certain states provide specific leave rights for pregnancy, childbirth, and related medical conditions. Please refer to the company's Additional Policies or contact the TriNet Solution Center for more information.

### **Family and Medical Leave Act (FMLA)**

Companies employing 50 or more employees within a 75-mile radius may be covered by the FMLA. If the absence you have from work is for a serious health condition—either yours or a qualifying family member—you may be eligible for leave under the FMLA. The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. The FMLA also provides for up to 26 weeks of Servicemember Caregiver Leave as further described at the end of this section.

Worksite employees eligible for leave under FMLA are those who:

- Have completed at least 12 months of service with the company, and
- Have a minimum of 1,250 hours of service during the 12 month-period immediately preceding the commencement of the leave, and
- Are employed at a worksite that employs 50 or more worksite employees within 75 miles of the worksite.
- FMLA leave is available on a rolling 12-month time period, measured backward from the date you begin FMLA leave unless your company designates another specific 12-month period.

**Qualifying Reasons.** If you're eligible, you can take unpaid FMLA leave:

- To care for your child after birth
- To care for a child placed with you for adoption or foster care
- To care for your spouse, including a same-sex spouse domestic partner, child, or parent who has a serious health condition
- When a serious health condition leaves you unable to perform one or more of the essential functions of your position
- Because of a qualifying exigency as determined by the U.S. Secretary of Labor, arising out of the fact that your spouse, son, daughter, or parent is on covered active duty or has been notified of an impending call or order to covered active duty) requiring deployment to a foreign country in the Armed Forces. In addition, you may take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty.
- To care for a covered servicemember with a serious injury or illness if you are the spouse, son, daughter, parent or next of kin of the servicemember (Servicemember Caregiver Leave).



**Wage Replacement and Additional Benefits.** When taking unpaid leave through FMLA, you should determine if you may be eligible to use or receive the following wage replacement benefits:

- **PTO** is paid time off that may be available, and which your company may require you to use before taking unpaid leave under certain circumstances.
- **Vacation and/or sick time** is paid time off that may be available if your company offers it instead of a combined PTO benefit, and which your company may require you to use before taking unpaid leave under certain circumstances.
- **STD** is short-term disability insurance that may cover you for certain kinds of illnesses or accidents, if your company pays for TriNet STD or you have elected TriNet voluntary, worksite employee-paid STD benefit. In addition, some states provide short-term disability benefits (SDI). SDI is state disability insurance that may require you to first use earned, or accrued, time off before SDI is available. To determine if the state in which you work offers SDI, consult your manager or TriNet HR Representative.
- **LTD** is long-term disability insurance that may cover you for certain kinds of illnesses or accidents—after you have exhausted the benefits of your STD/SDI coverage—if your company pays for TriNet LTD or you have elected TriNet voluntary, worksite employee-paid LTD benefit.
- **Workers' compensation insurance** may provide benefits for work-related injuries or illnesses.
- **State-paid family leave insurance** may provide benefits when you are caring for a qualified family member with a serious health condition or bonding with a newborn child or newly placed foster child or adopted child. To determine if the state in which you work offers paid family leave benefits, consult your manager or TriNet HR Representative.

**Tracking and Integration.** A leave is deemed to begin on the first day you are unable to work, even if you use PTO, vacation, or sick time during the waiting period for STD, SDI, or LTD. Also, if you use PTO/vacation/sick leave and you receive other wage replacement benefits, we will integrate your PTO/vacation/sick leave with your other wage replacement benefits so you will receive up to, but not more than 100% of your pay.

**Intermittent and Reduced-Schedule Leave.** FMLA leave may be taken either intermittently or on a reduced-schedule leave if the leave is taken for a qualifying exigency or if you have a serious health condition, are caring for a family member with a serious health condition, or are taking Servicemember Caregiver Leave.

- **Intermittent** leave is leave taken in separate blocks of time due to a single qualifying reason, illness or injury.
- **Reduced-schedule** leave is a schedule that reduces the usual number of working hours in your workday or workweek. The amount of leave time taken on this basis will reduce the total amount to which you are entitled based on the amount of time off you actually use.

When FMLA is unpaid, because there is no paid leave available or you have chosen not to substitute paid leave, the company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced-schedule leave, the company may temporarily transfer you to an available alternative position that better accommodates your recurring leave and which has equivalent pay and benefits.

**Applying for FMLA Leave.** If your need for family medical leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of yours or of a family member, or the planned medical treatment for a serious injury or illness of a covered servicemember, you must give the company at least 30 days' prior notice if possible. We request that you provide notice by completing the Extended Leave of Absence Request form, available on *login.trinet.com*. Complete all required fields and submit the form to your manager or your Company's HR representative. If the need is not foreseeable, you must give notice as soon as practicable (generally within the same or next business day of learning of your need to take leave).

- For foreseeable leave due to a qualifying exigency, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.
- If you are planning a medical treatment, you must consult with your company first regarding the dates of such treatment.
- If you are requesting leave because of your own serious health condition, or that of a child, spouse or parent, or for Servicemember Caregiver Leave, you must submit a written medical certification signed by your health care provider. An appropriate certification form will be provided by TriNet as warranted. Invitational travel orders (ITOs) or invitational travel authorizations (ITAs) will be accepted as sufficient certification for a Servicemember Caregiver leave. Worksite employees who take leave for a qualifying exigency must also provide a written certification to support the need for leave. You must provide any required certification within 15 calendar days after requested to do so, unless not practicable under the particular circumstances, despite your diligent, good faith efforts. Failure to provide medical certification in a timely manner may be grounds for a delay or denial of leave.
- You may be requested to provide recertification of a serious health condition at reasonable intervals, but no more than every 30 days and generally not before the minimum duration of the serious health condition indicated in the original certification. During an absence because of your own serious health condition, you must report to your manager at least every 2 weeks on your status and prospects for return to work.
- If the leave was for your serious health condition, you will be required to submit a doctor's release when you return to work.

**Job Benefits and Protection.** During a qualifying FMLA leave, TriNet continues to make available your regular TriNet group health benefits at the same level and under the same conditions as before the FMLA leave, provided your share and the company's share of the premiums are paid. However, if you elect not to return to work for at least 30 calendar days at the end of the leave period, you may be required to reimburse the company for the cost of the TriNet health benefit premiums paid by the company so that TriNet could maintain your regular health benefits during your qualifying FMLA leave, unless you cannot return to work because of a serious health condition of you or your covered family member, or because of other circumstances beyond your control. Accrual of PTO/vacation/sick leave and holiday pay will be suspended during any unpaid portion of your FMLA leave, and will resume upon your active return to employment. The use of FMLA leave will not result in the loss of any employment benefit that was earned before the start of the leave. When returning from FMLA leave, you will be restored to your original or an equivalent position with equivalent pay, benefits, and other employment terms, unless you would not otherwise have been employed at the time reinstatement is requested, you fail to provide a written release from your health care provider (if required), or another exception applies.

If a worksite employee is laid off during an FMLA leave, his or her employment will be terminated and the company's responsibility to continue leave, the responsibility of TriNet to maintain group health benefits, and the company's responsibility to reinstate the worksite employee will cease at the time of the layoff.

**Exception for Highly Compensated Employees:** Highly compensated employees (i.e., exempt worksite employees who are among the highest paid 10% of both exempt and non-exempt worksite employees at a worksite or within 75 miles of that worksite) will not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial and grievous economic injury to the company. This fact-specific determination will be made by the company on a case-by-case basis. When you request FMLA leave, the company will notify you if you qualify as a highly-compensated employee.

## Definitions

**Serious Health Condition** means an illness, injury, impairment, or physical or mental condition that involves either:

1. Inpatient care (requiring an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or any subsequent treatment in connection with such inpatient care;
2. Continuing treatment by a health care provider that includes one or more of the following:
  - a. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves: (i) treatment two or more times within 30 days of the first day of incapacity (unless extenuating circumstances exist), by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or (ii) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider;
  - b. Any period of incapacity or treatment for incapacity due to a chronic serious health condition which: (i) requires periodic visits (at least twice a year) for treatment by a health care provider or by a nurse under direct supervision of a health care provider; (ii) continues over an extended period of time (including recurring episodes of a single underlying condition);
  - c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.);
  - d. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke, or the terminal stages of a disease. The worksite employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;
  - e. Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for (i) restorative surgery after an accident or other injury or (ii) a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment.

Leave taken because of a work-related illness or injury is covered by this policy, and will be counted in determining whether you have exhausted your entitlement for the relevant 12-month period under the FMLA.

- **Qualifying Exigency Resulting From Covered Duty** means one or more of the following: (a) to spend up to seven calendar days to address issues that arise from short-notice deployment (seven or less calendar days); (b) to attend military events and other activities sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to a military member's covered active duty or call to covered active duty status; (c) to engage in certain childcare and school activities, including to arrange for alternative childcare, to provide for childcare on an urgent basis, to enroll a child in or transfer a child to a new school or day care facility, and to attend meetings with staff at a school or daycare facility; (d) to make or update financial or legal arrangements, or to act as the military member's representative before a federal, state, or local agency for the purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to covered active duty status, and for a period of 90 days following the termination of such status; (e) to attend counseling needed due to the covered active duty or call to covered active duty status of a military member; (f) to spend up to fifteen days with a military member who is on short-term, temporary, rest and recuperation leave during the period of deployment; (g) to attend official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the military member's covered active duty status or to address issues that arise from the death of a military member while on covered active duty status; (h) to address other events which arise out of the military member's covered active duty or call to covered

active duty status provided that the employer and worksite employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave; and (i) to care for a parent of the servicemember's spouse, parent, or child, who is incapable of self-care when the care is necessitated by the servicemember's covered active duty.

**Servicemember Caregiver Leave.** FMLA entitles eligible worksite employees to take leave to care for a covered servicemember with a serious injury or illness. You must be the spouse, son, daughter, parent, or next of kin of the servicemember.

**Covered servicemember** means:

1. A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. A covered veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes such medical treatment, recuperation or therapy. There are different time rules depending on whether the veteran was discharged prior to March 8, 2013. The veteran at issue must have been discharged or released under conditions other than dishonorable.

**Outpatient status for a covered servicemember** means the status of a member of the Armed Forces assigned to:

- A military medical treatment facility as an outpatient, or
- A unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

**Serious injury or illness of a servicemember** means:

1. In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the covered servicemember in the line of duty on active duty (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank or rating; and
2. In the case of a covered veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the 5-year period described above, a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran, and as further described in the regulations.

Veteran means a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.

An eligible worksite employee may take up to 26 workweeks of leave during a single 12-month period to care for the servicemember, beginning on the first day the worksite employee takes leave to care for the servicemember and ending 12 months after that date. If a worksite employee does not take all of the 26 workweeks of leave entitlement to care for a covered servicemember during this single 12-month period, the remaining part of the 26 workweeks of leave entitlement to care for the covered servicemember is forfeited. During such 12-month period, worksite employees may also take leave for other qualifying reasons under the FMLA. Leave to care for an injured or ill servicemember, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period. Servicemember Caregiver Leave runs concurrent with other leave entitlements provided under federal and state law.

The Servicemember Caregiver Leave entitlement is to be applied on a per-covered-servicemember,

per- injury basis such that a worksite employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered servicemembers or to care for the same servicemember with a subsequent serious injury or illness, except that no more than 26 workweeks of leave may be taken within any single 12-month period.

If both spouses are employed by the company and request leave because of the birth, adoption or placement of a child (bonding purposes), they may only take a combined total of 12 weeks of leave for such reasons during any 12-month period. In addition, if both spouses are employed by the company and take Servicemember Caregiver leave, the amount of Servicemember Caregiver Leave taken in combination with any leave taken for bonding purposes may be limited to a combined total of 26 weeks during the single 12- month period in which the Servicemember Caregiver Leave is taken.

**Note:** In this situation, the worksite employees' combined total leave taken for bonding purposes will still be limited to 12 weeks.

### **Leave under State Military Leave Laws**

A growing number of states provide leave for family members of servicemembers. The entitlements for such leave differ from state to state. Please ask your TriNet HR Representative for details regarding your state.

### **Leaves To Accommodate Legally-Recognized Disability or Work-Related Injury**

Leave may be available, if necessary, to reasonably accommodate worksite employees with a workplace injury or a disability under state or federal law. Such leaves are generally unpaid and availability is dependent on the circumstances of each particular case. Please contact your manager or TriNet HR Representative for specific details regarding eligibility, requirements, and reinstatement rights for such leaves. In addition, please remember that all workplace or work-related injuries must be immediately reported to your manager.

### **Return to Work**

If you take any kind of leave for your own serious medical condition, you must provide your manager with a medical release from an attending physician immediately upon return to work.

### **Questions**

If you have any questions regarding any of the leaves referred to above, please contact your TriNet HR Representative.

## Chapter Five: Safety

All worksite employees have a stake in keeping the workplace safe, pleasant, and free of hazards of any kind. We rely on you to help make the company a friendly, secure place to work. As a worksite employee, you are subject not only to the policies set forth below, but also to any safety-related policies maintained by your company. Check *login.trinet.com* for any such policies.

### What to Do if You Sustain a Work-Related Injury

Report all injuries to your manager or supervisor immediately or as soon as possible. The manager should report the injury via the TriNet dedicated reporting line: 1.866.443.8489. TriNet representatives are available to take calls 24 hours a day, 7 days a week. If emergency medical attention is needed, please go to the nearest medical facility or dial 911. In any event, the injury still must be reported within 24 hours of the injury, so the claim can be reported to the TriNet workers' compensation carrier.

In the event of a death in the workplace, in addition to notifying your manager and TriNet, you must notify the Occupational Safety and Health Administration (OSHA) within eight hours of the fatal accident. OSHA toll-free: 800.321.6742.

### Workplace Security and Anti-Violence Policy

The company is committed to providing a violence-free workplace for its worksite employees. In keeping with this commitment, it has established an anti-violence policy that prohibits actual or threatened violence by worksite employees against co-workers or other persons and applies to both on-site and off-site conduct. The policy also is intended to promote workplace security by addressing situations in which outsiders enter the workplace and engage in violent acts or threaten worksite employees with violence. Although some kinds of violence result from societal issues that are beyond our control, the company believes that it can adopt some measures that will protect our worksite employees. Any worksite employee who commits or threatens any violent act against any person while on company premises or at work will be subject to immediate discharge.

Worksite employees are required to report any incident involving a threat of violence or act of violence immediately to their manager or to another manager or officer of the company. If you become aware of an imminent act of violence, a threat of imminent violence, or actual violence, immediately seek emergency assistance. In such situations, you should contact your manager and, when appropriate, contact the law enforcement authorities by dialing 911. If your manager is not readily available, you should immediately inform another manager in the company or TriNet so that appropriate action can be taken.

Similarly, if worksite employees become aware of any workplace security hazards or identify methods of increasing security in the workplace, they should report that information to their manager or another company manager or officer. Worksite employees may report any and all concerns without fear of retaliation of any kind. Moreover, worksite employees may make such reports anonymously.

### Drug-Free Workplace

We all have the responsibility to maintain a safe and efficient working environment. As such, these guidelines apply to all worksite employees; your company may have additional provisions or policies for which you are responsible, outlined at *login.trinet.com*.

Worksite employees who work while impaired by drugs or alcohol present a safety hazard to themselves and coworkers. As a responsible individual, you should report to work fit to perform the duties of your job. The presence of drugs and alcohol in the workplace limits our ability to provide high-quality service to our customers, and will not be tolerated. Any worksite employee who engages in the following conduct may be subject to discipline, up to and including termination of employment:

- Use, possession, sale, or solicitation of illegal drugs while on duty, on company premises, or company time;
- Unauthorized use or possession of alcohol while on duty, on company premises, or company time; or

- Reporting to work impaired by alcohol or illegal drugs.

The legal use of prescribed drugs or over-the-counter medications that do not impair a worksite employee's ability to perform the essential job functions effectively and do not endanger the worksite employee or other individuals in the workplace is permitted on the job. The misuse and/or abuse of prescription medications and/or over-the-counter medications is strictly prohibited.

We encourage worksite employees with alcohol or drug dependencies to take advantage of our free and confidential Worksite Employee Assistance Program (EAP), described in the Guidebook and on the TriNet platform. A worksite employee with a drug or alcohol problem may request approval to take unpaid time off to participate in a rehabilitation program. The time off will be granted if the absence will not impose an undue hardship on the company. However, the company may terminate the worksite employee's employment without providing an opportunity to participate in a rehabilitation program if the worksite employee's current use of alcohol or drugs prohibits the worksite employee from performing his or her duties or endangers his or her health or safety or the health or safety of others.

To help ensure a safe, drug-free workplace, the company has the right to inspect worksite employees while on duty or on company property, including their persons, desks, lockers, and/or personal property, to the extent permitted by applicable law. We also have the right to investigate any possible violations of this policy. If anyone refuses to cooperate with an investigation of this nature (which may include medical testing for alcohol or drug use) the company may choose to discipline the worksite employee. Withholding consent or failing to cooperate with any of these measures could subject the worksite employee to disciplinary procedures, up to and including termination of employment.

If a worksite employee is convicted of a drug-related charge which occurred in the workplace, TriNet must be notified within five days. After receiving notice of such a conviction, the company will take appropriate action, which could include disciplinary action, including termination of employment.

## Chapter Six: TriNet Benefits

### Applicability

This chapter applies only to benefits-eligible worksite employees whose company contracts with TriNet to participate in the TriNet Benefits Plan. Anyone not recognized by TriNet as an eligible worksite employee is ineligible for any TriNet benefits or employment prerequisites.

### Where to Go for More Information

Benefits can be a complex subject, and TriNet has written a detailed Guidebook to help you understand your benefit options. The Guidebook also serves as the Summary Plan Description (SPD) required by the Employee Retirement Income Security Act of 1974, as amended (ERISA). TriNet provides the Guidebook and the SPD to you in one integrated form in order to avoid the confusion that can be caused by separate documents. The Guidebook describes, among other things, eligibility for benefits under the TriNet

Benefits Plan. In addition, the insurance carriers' certificates of coverage—called Carrier Certificates—contain detailed descriptions of all TriNet benefits. Both the Guidebook and the Carrier Certificates are available for access anytime via [login.trinet.com](http://login.trinet.com).

The My Benefits section of the TriNet platform includes the following helpful information:

- Ability to view your current TriNet benefits and enrolled dependents
- A quick link to FSA balances and transaction history
- Frequently asked questions
- Provider contact information
- Related forms
- Online enrollment for newly benefits-eligible employees (e.g., new hires)

**Important Disclaimer:** In the event there is a conflict between any of the information contained in any benefits guidance materials provided by TriNet (including but not limited to information contained in any TriNet website, the Benefits Confirmation Statement, any written or electronic pamphlets, letters, emails, text messages, and statements made by TriNet colleagues) and TriNet's Plan document, the Plan document will control. Also, if there is a conflict between the Carrier Certificate and either TriNet's Plan document, any TriNet Summary Plan Description, statements made by a TriNet colleague, or any other benefits guidance materials provided by TriNet (including but not limited to those described above), the Carrier Certificate will control.

## Chapter Seven: Benefits Required by Law

You are entitled to certain benefits under the law, regardless of your position, subject to meeting certain conditions. These mandated benefits include those described in this chapter (if applicable).

### State Disability Insurance

Some states (currently California, Hawaii, New Jersey, New York, and Rhode Island) and the Commonwealth of Puerto Rico provide a form of limited disability insurance. If you work in one of these areas, you may be eligible for limited disability insurance payments if you cannot work because of a sickness or injury not caused by your job (job-related conditions fall under workers' compensation). The terms and amount of disability coverage are subject to state laws and vary from state to state. Some states, such as California, require TriNet to make deductions from your paycheck to fund the disability insurance benefits program. To receive disability benefits, file a claim with the state disability insurance agency. For further information on filing procedures, please call the TriNet



Solution Center.

### **Workers' Compensation Insurance**

As of your date of hire, you are covered by workers' compensation insurance. You may contact the TriNet Solution Center or your local Workers' Compensation Bureau for additional information. Please don't forget to immediately report to your manager all injuries sustained while working.

Please note that workers' compensation covers only work-related injuries and illnesses. You will not be eligible to receive workers' compensation benefits for injuries that might happen if you voluntarily participate in an off-duty recreational, social, or athletic activity that does not constitute a part of your work-related duties.

### **Unemployment Insurance**

If you become unemployed, you may be eligible for unemployment insurance, a weekly benefit while you are out of work. For information on filing a claim, please contact your manager, or your TriNet HR Representative.

### **Social Security**

You will see deductions on your paycheck for FICA, an acronym that stands for Federal Insurance Contributions Act, otherwise known as Social Security and Medicare. This deduction represents your contribution toward your Social Security benefit. In addition to supplemental retirement benefits, Social Security offers certain disability and/or Medicare coverage. Contact your nearest Social Security Administration office for further details.

### **COBRA**

If you or your covered dependents lose eligibility for regular, TriNet group medical, dental, vision benefits and/or healthcare FSA, you may be eligible to continue your coverage under COBRA. COBRA allows you to continue receiving these benefits on a temporary basis in certain situations where coverage under the TriNet Benefits Plan would otherwise end.

COBRA coverage is explained in greater detail in the Benefits Guidebook.

Colorado worksite employees:



**COLORADO MINIMUM WAGE ORDER 35 POSTER**

*(Poster is effective January 1, 2020 through expected release of Colorado Overtime and Minimum Pay Standards (COMPS) Order #36 on March 16, 2020)*

**COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT DIVISION OF LABOR STANDARDS AND STATISTICS**

[www.colorado.gov/cdle/labor](http://www.colorado.gov/cdle/labor)

**\$12.00**

**per hour effective January 1, 2020**

**\$11.10** per hour effective January 1, 2019

**\$10.20** per hour effective January 1, 2018

In addition to state minimum wage requirements, there are also federal minimum wage requirements. If an employee is covered by both state and federal minimum wage laws, the law that provides a higher minimum wage or sets a higher standard shall apply.

Amended Colorado Minimum Wage Order Number 35 regulates wages, hours, overtime, and working conditions for covered employees in the following industries: Retail and Service; Commercial Support Service; Food and Beverage; Health and Medical.

**MINIMUM WAGE**

Minimum wage shall be paid to all adult employees and emancipated minors whether employed on an hourly, piecework, commission, time, task, or other basis. This minimum wage shall be paid to employees who receive the state or federal minimum wage.

**WORKDAY**

Any consecutive twenty-four (24) hour period starting with the same hour each day and the same hour as the beginning of the workweek. The workday is set by the employer and may accommodate flexible work shift scheduling.

**WORKWEEK**

Any consecutive seven (7) day period starting with the same calendar day and hour each week. A workweek is a fixed and recurring period of 168 hours, seven (7) consecutive twenty-four (24) hour periods.

**OVERTIME**

Employees shall be paid time and one-half of the regular rate of pay for any work in excess of: (1) forty (40) hours per workweek; (2) twelve (12) hours per workday; or (3) twelve (12) consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages. Hours worked in two or more workweeks shall not be averaged for computation of overtime. Performance of work in two or more positions at different pay rates for the same employer shall be computed at the overtime rate based on the regular rate of pay for the position in which the overtime occurs, or at a weighted average of the rates for each position, as provided in the Fair Labor Standards Act.

**TIPPED EMPLOYEE**

**\$8.98 per hour effective January 1, 2020**

**MINIMUM WAGE**

\$8.08 per hour effective January 1, 2019

\$7.18 per hour effective January 1, 2018

A tipped employee is defined as any employee engaged in an occupation in which he or she customarily and regularly receives more than \$30.00 a month in tips. Tips include amounts designated as a "tip" by credit card customers on the Employee's Receipt. Any tip credit contained shall prevent an employer covered

hereby from requiring employees to share or allocate such tips or gratuities on a pre-established basis among other employees of said business who customarily and regularly receive tips. Employer-required sharing of tips with employees who do not customarily and regularly receive tips, such as management or food preparers, or deduction of credit card processing fees from tipped employees, shall nullify allowable tip credits towards the minimum wage authorized in section 3(c). No more than \$3.02 per hour in tip income may be used to offset the minimum wage of tipped employees.

## **REST PERIODS**

Every employer shall authorize and permit rest periods, which insofar as practicable, shall be in the middle of each four (4) hour work period. A compensated ten (10) minute rest period for each four (4) hours or major fractions thereof shall be permitted for all employees. Such rest periods shall not be deducted from the employee's wages. It is not necessary that the employee leave the premises for said rest period.

## **MEAL PERIODS**

Employees shall be entitled to an uninterrupted and "duty free" meal period of at least a thirty minute duration when the scheduled work shift exceeds five consecutive hours of work. The employees must be completely relieved of all duties and permitted to pursue personal activities to qualify as a non-work, uncompensated period of time. When the nature of the business activity or other circumstances exist that makes an uninterrupted meal period impractical, the employee shall be permitted to consume an "on-duty" meal while performing duties.

Employees shall be permitted to fully consume a meal of choice "on the job" and be fully compensated for the "on-duty" meal period without any loss of time or compensation.

## **UNIFORMS**

Where the wearing of a particular uniform or special apparel is a condition of employment, the employer shall pay the cost of purchases, maintenance, and cleaning of the uniforms or special apparel. If the uniform furnished by the employer is plain and washable and does not need or require special care such as ironing, dry cleaning, pressing, etc., the employer need not maintain or pay for cleaning. An employer may require a reasonable deposit (up to one-half of actual cost) as security for the return of each uniform furnished to employees upon issuance of a receipt to the employee for such deposit. The entire deposit shall be returned to the employee when the uniform is returned. The cost of ordinary wear and tear of a uniform or special apparel shall not be deducted from the employee's wages or deposit.

**RECOVERY OF WAGES** An employee receiving less than the legal minimum wage applicable to such employee is entitled to recover in a civil action the unpaid balance of the full amount of such minimum wage, together with reasonable attorney fees and court costs, notwithstanding any agreement to work for a lesser wage, pursuant to C.R.S. § 8-6-118 (2020). Alternatively, an employee may elect to pursue a minimum wage complaint through the division's administrative procedure as described in the Colorado Wage Act, C.R.S. § 8-4-101, et seq., (2020).

**DUAL JURISDICTION** Whenever employers are subject to both federal and Colorado law, the law providing greater protection or setting the higher standard shall apply. For information on federal law contact the nearest office of the U. S. Department of Labor, Wage and Hour Division, 1999 Broadway, Suite 710, Denver, CO 80201-6550. Telephone (720) 264-3250



# MANUAL PARA EMPLEADOS DEL SITIO DE TRABAJO

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Este manual ha sido escrito únicamente con fines educativos e informativos. Su contenido no da asesoramiento jurídico ni opiniones jurídicas sobre cuestiones específicas. La transmisión de esta información no pretende crear una relación abogado-cliente entre TriNet, los autores o los editores y usted; y la recepción de esta información no constituye dicha relación. No debe actuar ni abstenerse de actuar ante cualquier cuestión legal que aparezca en este manual sin antes consultarlo con un profesional.

## Le damos la bienvenida a TriNet

Estimado empleado del sitio de trabajo:

¡Le damos la bienvenida a TriNet! Como todo profesional exitoso, sus estándares y expectativas son altos. Y los de TriNet también lo son. Por ese motivo, estamos orgullosos de poder darle este manual informativo, que está diseñado para informarle no solo sobre los beneficios altamente competitivos y demás ventajas que ofrecemos, sino también sobre nuestras políticas y procedimientos ampliamente desarrollados.

Las empresas con las cuales nos asociamos son un grupo de gran poder, y nuestro compromiso es contribuir de manera significativa a su éxito. También nos comprometemos a contribuir para que usted logre alcanzar el éxito personal. Siga leyendo para obtener más información sobre lo que puede esperar de TriNet y lo que TriNet espera de usted.

Si tiene alguna pregunta, no dude en comunicarse con nosotros. Siempre es un placer tener noticias tuyas. Esperamos poder ayudarlo a alcanzar el éxito y la prosperidad.

Mis mejores deseos.



Burton M. Goldfield, Presidente y CEO de TriNet



## AVISO IMPORTANTE SOBRE ESTE MANUAL

Este manual está destinado a los empleados que trabajan para empresas que hayan contratado los servicios de TriNet (es decir, que está destinado a los “empleados del sitio de trabajo”). Cuando sea necesario distinguir entre la empresa cliente y TriNet, se usará el término “su empresa” para hacer referencia a la empresa cliente, y se llamará a TriNet por su nombre. Los términos “la empresa” y “nosotros” hacen referencia a TriNet o la empresa cliente, según corresponda.

El contenido de este manual pretende ofrecerle una descripción general de los beneficios, las políticas, los procedimientos y las reglas de la empresa.

Obviamente, no es posible incluir en un solo manual todas las situaciones que puedan llegar a surgir ni responder todas las preguntas que se puedan llegar a tener. Además, las circunstancias seguramente harán que, de vez en cuando, sea necesario modificar las políticas, los procedimientos, las reglas y las ofertas de la empresa. Por estos motivos, la empresa se reserva el derecho de modificar sus políticas, procedimientos, reglas y ofertas en cualquier momento, con o sin aviso previo (a excepción de la política de empleo a voluntad que se describe más abajo).

Su empleo se considera a voluntad, a menos que haya un acuerdo escrito que manifieste lo contrario, firmado por un representante autorizado de la empresa. (Para modificar su estado de empleo en TriNet, el acuerdo debe estar firmado por el Presidente de TriNet). La política de empleo a voluntad implica que, de no haber un acuerdo que indique lo contrario, tanto usted como la empresa pueden terminar la relación laboral en cualquier momento, con o sin causa y con o sin previo aviso.

TriNet es el único empleador patrocinador de sus planes de beneficios. Si es elegible para participar en los beneficios de TriNet, consulte la TriNet Benefits Guidebook and Summary Plan Description (Guía de Beneficios de TriNet y Descripción Resumida del Plan), también conocida como “Guidebook” (“Guía”), publicada en la plataforma TriNet en *login.trinet.com*. Sin embargo, si no es elegible para participar en cualquiera de los beneficios de TriNet que se incluyen en el Plan de Beneficios de TriNet, las referencias a los beneficios en este manual no corresponden a su caso. Esto puede suceder, por ejemplo, porque usted no cumple con los requisitos de elegibilidad o porque su empresa no tiene un contrato con TriNet que le permita acceder a los beneficios. Este manual no garantiza la cobertura de los beneficios del Plan de Beneficios de TriNet.

A menos que el manual o este aviso se reemplacen por otros nuevos y hasta que eso suceda, ambos se aplicarán a todos los empleados del sitio de trabajo, independientemente de la fecha en la que se los haya contratado. Además, sustituyen cualquier otro aviso, manual o política anterior sobre el mismo tema, a menos que se indique lo contrario en este manual.

El manual no pretende interferir en los derechos de ningún empleado del sitio de trabajo de participar en las actividades concertadas protegidas (ya sea con compañeros de trabajo u otros individuos) ni en ningún otro derecho dispuesto por la Ley Nacional de Relaciones Laborales (National Labor Relations Act, NLRA). Siempre y cuando la actividad esté protegida por la NLRA, este manual no la prohibirá.

Si tiene alguna pregunta sobre las políticas, consulte a su supervisor o gerente o comuníquese con el representante de RR. HH. de TriNet en su empresa. Le deseamos éxito y plenitud en su trabajo.

# Capítulo uno: Descripción general de TriNet y de la plataforma TriNet

## TriNet: Quiénes somos y qué hacemos

TriNet es una Organización Profesional de Empleadores (Professional Employer Organization, PEO) que ayuda a otras empresas a administrar los pagos y beneficios de sus empleados, entre otras cosas.

En pocas palabras, TriNet hace mucho más sencillo el trabajo de los empleadores y suele conseguir los mejores costos para muchos de sus servicios. Además, ofrece una plataforma en línea segura, a la cual se puede acceder por Internet en *login.trinet.com*.

TriNet se fundó en San Leandro, California, en 1988 y se ha expandido rápidamente. Ha adquirido en el proceso una gran cantidad de PEO y otras empresas. Nuestro crecimiento y amplia presencia nacional se deben a que somos buenos en lo que hacemos: dar una solución integral de RR. HH. a empresas en crecimiento.

Como empleado del sitio de trabajo, sus comentarios o sugerencias siempre son bienvenidos en TriNet. Llámenos, escríbanos o envíenos un correo electrónico (la información de contacto está al final de este capítulo) y cuéntenos cómo podemos mejorar nuestros servicios.

Las empresas que se asocian con TriNet se convierten en empresas clientes de TriNet. Las empresas clientes y los empleados del sitio de trabajo se vinculan con TriNet a través de una relación de coempleador. Al asociarse, las empresas clientes eligen compartir con TriNet varias de las responsabilidades importantes de los empleadores. Mientras la relación se mantenga activa, TriNet será el responsable de pagar los salarios, financiar y administrar los beneficios de los empleados, procesar y desarrollar ciertos informes de los empleados del sitio de trabajo y desempeñar otras funciones de RR. HH. Por consiguiente, si usted es un empleado del sitio de trabajo, TriNet será su empleador de referencia para fines administrativos (es decir que, por ejemplo, el nombre de TriNet aparecerá en sus registros impositivos o en su recibo de sueldo). Sin embargo, su empresa seguirá siendo su empleador en cuanto a las responsabilidades y obligaciones laborales diarias.

## La plataforma TriNet: Su hogar en línea cuando no está en casa

TriNet le ofrece un portal seguro en Internet, la plataforma TriNet, para ayudarlo a satisfacer sus necesidades de recursos humanos. Podrá comprobar que la plataforma es un recurso muy útil. Cuanto más la use, más podrá aprovechar las ventajas que tiene para ofrecer.

Si es nuevo en TriNet, hay algunas cosas de las que debería ocuparse lo antes posible en la plataforma.

- **I-9:** TriNet usa un procedimiento en línea seguro para registrar su Elegibilidad para la Verificación de Empleo. Podrá encontrar el enlace en la página de inicio, debajo de Important Notices (Avisos importantes). El formulario se debe completar dentro de los tres primeros días hábiles después de la fecha de contratación.
- **W-4:** Ingrese la cantidad de retención de impuestos deseada en *login.trinet.com*.
- **Depósito directo:** Para obtener este beneficio, inscribese en línea en *login.trinet.com*. Se pueden designar hasta cinco cuentas por separado.
- **Inscripción para acceder a los beneficios:** Para obtener información detallada sobre los beneficios de TriNet, incluso información sobre cómo inscribirse, consulte la TriNet Benefits Guidebook and Summary Plan Description (Guía de Beneficios de TriNet y Descripción Resumida del Plan), también conocida como la "Guía".

**Orientación para nuevos empleados: Orientación para empleados del sitio de trabajo:** Le ofrecemos acceso inmediato, las 24 horas del día, los 7 días de la semana, a New Hire Orientation (Orientación para nuevos empleados), disponible en línea en *login.trinet.com*, en la sección Resources (Recursos).

Otras cosas que se pueden hacer a través de la plataforma TriNet, en *login.trinet.com*:

- Acceder a una copia electrónica de su recibo de sueldo. Puede ser muy útil si necesita imprimir copias de recibos sueldos recientes para hacer transacciones financieras o simplemente para mantener un registro personal. También habrá copias de sus recibos de sueldo y del formulario W-2 disponibles en línea en cualquier momento o lugar.
- Actualizar su información personal, como su nombre, dirección, información de contacto de emergencia y dirección postal.
- Establecer o cambiar su retención impositiva.
- Cambiar los beneficiarios de su seguro de vida.
- Controlar sus cuentas de gastos flexibles (flexible spending accounts, FSA).
- Si es gerente, puede hacer tareas especiales de contratación, rescisión de contratos, generación de informes, registro de remuneraciones y administración de los empleados del sitio de trabajo.
- Acceder a descuentos en artículos electrónicos, ropa, entretenimiento y mucho más.

### **Acuerdo de términos y condiciones (TCA)**

La primera vez que inicie sesión en la plataforma TriNet, se le pedirá que lea y acepte el Acuerdo de términos y condiciones (Terms and Conditions Agreement, TCA) de TriNet. Lea el TCA con atención y asegúrese de entenderlo, ya que tiene información importante sobre el uso de la plataforma TriNet, los servicios en línea, su relación laboral con TriNet y otros temas relacionados. El reconocimiento y la aceptación del TCA es una condición necesaria no solo para poder usar la plataforma TriNet y acceder a los servicios en línea, sino también para poder ser empleado de TriNet. En cuanto al formulario W-2 del IRS (Servicio de Impuestos Internos), las notificaciones de COBRA o cualquier otra notificación para cuyo envío electrónico la ley exige que dé su consentimiento, usted acepta y consiente el envío electrónico por correo electrónico u otro método que permita la ley. Si no acepta el TCA, no podrá ser empleado de TriNet y TriNet no le pagará. Recibirá un correo electrónico confirmando la aceptación del TCA.

Si es elegible para obtener un plan de salud de TriNet, en el correo electrónico también se adjuntará la carta de notificación inicial de la Ley de Reconciliación del Presupuesto Ómnibus (Consolidated Omnibus Budget Reconciliation Act, COBRA), la cual TriNet tiene la obligación de enviar según esta ley federal. Lea la notificación para conocer sus derechos y obligaciones según la ley COBRA. Siempre puede acceder a una copia del TCA para revisarlo en *login.trinet.com*.

### **Actualizar su información a través de la plataforma TriNet**

Por varios motivos, incluso garantizar la entrega segura, precisa y puntual de su información de nómina o de los beneficios, TriNet necesita tener su nombre, dirección, correo electrónico, número de teléfono, estado civil y contactos de emergencia. Debe mantener todos estos datos actualizados en la plataforma TriNet.

### **Si se termina la relación laboral**

Si su relación con TriNet se termina por algún motivo, recibirá información sobre la cobertura continua de COBRA, si es elegible para recibir esa cobertura. La plataforma TriNet seguirá estando disponible después de que se termine la relación laboral para que pueda seguir teniendo acceso a su información.

## Cómo comunicarse con TriNet

En TriNet, creemos en la importancia de la comunicación. Por ese motivo, hay muchas maneras de comunicarse con nosotros:

- **Centro de soluciones de TriNet.** Comuníquese con el Centro de soluciones llamando al 800.638.0461. Para ver los horarios de atención, visite *login.trinet.com*. El representante del Centro de soluciones que lo atienda se encargará de resolver su problema personalmente o lo comunicará con el profesional de TriNet correspondiente.
- **Correos electrónicos al Centro de soluciones de TriNet.** Envíe un correo electrónico al Centro de soluciones a [employees@trinet.com](mailto:employees@trinet.com).
- **Casos.** Presente un caso en el Centro de soluciones en *login.trinet.com*.
- **Correo.** Use el correo postal cuando sea necesario enviar un documento original o cuando los otros métodos de comunicación no sean apropiados. A menos que se indique lo contrario, envíe su correspondencia a la dirección social de TriNet:

TriNet Group, Inc.

Attn.: [Add appropriate department (i.e., Benefits, Payroll, etc.) or TriNet professional]

One Park Place, Suite 600, Dublin, CA 94568

## **Capítulo dos: Normas generales de conducta y empleo a voluntad**

En TriNet, nos comprometemos a cumplir con las más estrictas normas de conducta en todos los niveles. Confiamos en la integridad personal y profesional de todos los empleados del sitio de trabajo para mantener estas normas en todos los aspectos de nuestro negocio. Su carácter confiable y su conducta servicial son recursos necesarios y de gran valor para nuestra empresa. Para promover un ambiente de trabajo positivo para usted y sus compañeros de trabajo, confiamos en que se comportará de acuerdo con las disposiciones descritas en este manual y en otras políticas y directivas de la empresa. Si no se cumplen estos lineamientos, se tomarán medidas disciplinarias, las cuales pueden incluir la terminación de la relación laboral.

No es posible incluir en un solo capítulo todos los problemas que puedan llegar a surgir. Lo que se busca es poder resaltar las expectativas de la empresa en cuanto a su comportamiento en general. El contenido de este capítulo no modifica nuestra política de empleo a voluntad, la cual se describe más abajo.

El contenido de este capítulo y del manual en general no pretende interferir de ningún modo en su derecho de participar en las actividades concertadas protegidas que se describen en la Sección 7 de la Ley Nacional de Relaciones Laborales. Tampoco pretende impedir la comunicación entre los empleados del sitio de trabajo sobre los salarios, las horas de trabajo y otros términos y condiciones del empleo.

### **Empleo a voluntad**

Usted es un empleado a voluntad, a menos que exista un acuerdo escrito firmado por un representante autorizado de la empresa que exprese lo contrario. (Para modificar su estado de empleo en TriNet, el acuerdo debe estar firmado por el Presidente de TriNet). Esta política de empleo a voluntad implica que, de no haber un acuerdo que indique lo contrario, como empleado del sitio de trabajo, usted tiene el derecho de terminar la relación laboral en cualquier momento, con o sin causa, y con o sin previo aviso. También implica que, de no haber un acuerdo que indique lo contrario, nosotros también tenemos la opción de terminar la relación laboral en cualquier momento, con o sin causa, y con o sin previo aviso. Además, implica que, de no haber un acuerdo que indique lo contrario, los términos y condiciones de empleo, los cuales incluyen, entre otros, su salario, beneficios, obligaciones, horas y lugar de trabajo, pueden modificarse en cualquier momento a exclusivo criterio de la empresa, con o sin causa, y con o sin previo aviso. Usted puede ser trasladado, ascendido o descendido a un puesto de menor rango con o sin causa, y con o sin previo aviso.

La política de empleo a voluntad no se puede modificar, excepto a través de otra política que se describa en una nueva versión del manual firmada por el Presidente de TriNet. Esto quiere decir que, por ejemplo, ningún tipo de comportamiento, los años de servicio, la entrega de este manual ni ninguna declaración general de ningún tipo pueden modificar esta política.

### **Política contra el acoso y la discriminación prohibidos**

Nos comprometemos a mantener un ambiente de trabajo basado en la educación y el respeto, libre de discriminación y acoso ilegales, y estamos dispuestos a tomar las medidas necesarias para prevenir y tratar el acoso y la discriminación. No toleraremos el acoso relacionado con ninguna de las características protegidas por la ley vigente de parte de ningún empleado del sitio de trabajo, contratista, proveedor, cliente o visitante. Las características protegidas incluyen edad, raza, color, nacionalidad de origen, género (incluso embarazo, parto o condiciones médicas relacionadas con el embarazo o el parto), identidad o expresión de género, orientación sexual, religión, discapacidades físicas o mentales, condiciones médicas, información genética, estado civil, condición de veterano, condición militar, o cualquier otra característica protegida por la ley federal, estatal o local. Además de las medidas disciplinarias, que pueden incluir la terminación de la relación laboral, en caso de litigio, los infractores pueden ser responsables de los honorarios del abogado, las multas por daños y otros costos de litigio.

Excepto que se indique lo contrario, el término “acoso”, tal como se usa en esta política, hace referencia a las conductas relacionadas con cualquiera de las características protegidas por la ley vigente que sean personalmente ofensivas, intimidatorias u hostiles o que interfirieran en el desempeño laboral del individuo, sin importar si llegan o no al punto de violar la ley. En otras palabras, esta política es más estricta que la ley, ya que, en ella, el concepto de acoso prohibido se define de forma más amplia que en la ley misma.

### ¿Qué es el acoso sexual?

Según varias leyes estatales y federales, el acoso sexual incluye, entre otros actos, hacer insinuaciones sexuales no deseadas y pedir favores sexuales en situaciones en las que:

- Someterse a ese tipo de conductas verbales o físicas se vuelve explícita o implícitamente un término o condición del empleo de una persona.
- Someterse a ese tipo de conductas verbales o físicas o rechazarlas se usa como parámetro para tomar decisiones sobre el trabajo que afecten a una persona.
- Dicha conducta verbal o física tiene el propósito o el efecto de interferir injustificadamente en el desempeño laboral de una persona, o genera o contribuye a perpetuar un ambiente de trabajo intimidatorio, hostil u ofensivo.
- Según la ley, el acoso sexual puede manifestarse en otras conductas verbales o físicas no deseadas que tienen el propósito o el efecto de interferir injustificadamente en el desempeño laboral de una persona, o generan o contribuyen a perpetuar un ambiente de trabajo intimidatorio, hostil u ofensivo. Esas conductas a veces pueden manifestarse como acoso verbal de naturaleza sexual, contacto sin consentimiento, miradas lascivas, gestos sexuales, exhibición de objetos o imágenes sugerentes, chistes explícitamente sexuales u ofensivos, bromas, caricaturas, apodos, insultos, epítetos y otros tipos de comunicación de naturaleza sexual.

### ¿Qué otros tipos de acoso existen?

Además del acoso sexual, la empresa prohíbe todos los tipos de acoso basados en la edad, la raza, el color, la nacionalidad de origen, el género (incluso embarazo, parto o condiciones médicas relacionadas con el embarazo o el parto), la identidad o expresión de género, la orientación sexual, la religión, las discapacidades físicas o mentales, las condiciones médicas, la información genética, el estado civil, la condición de veterano, la condición militar, o cualquier otra característica protegida por la ley federal, estatal o local.

### Tipos de acoso

El acoso puede manifestarse de muchas formas, incluidas las siguientes cuando se basan en las características protegidas descritas arriba:

- **Acoso verbal.** Epítetos; comentarios despectivos, agravios o insultos; chistes inapropiados, correos electrónicos o cualquier otra forma de comunicación escrita, comentarios, sonidos u observaciones; invitaciones reiteradas a citas, amenazas, propuestas, correspondencia, llamadas telefónicas o regalos no solicitados ni deseados; u otros tipos de atención no deseada.
- **Acoso físico.** Ataques; obstaculizar o impedir el movimiento; interferencia física en el trabajo o en los movimientos habituales; contacto físico no deseado e injustificado, como tocar, pellizcar, palmear, agarrar, rozar o pinchar el cuerpo de otro empleado del sitio de trabajo.
- **Acoso visual.** Imágenes insultantes o evidentemente ofensivas (ya sean fotografías, carteles, caricaturas, dibujos, pinturas u otros tipos de imágenes); exhibición de imágenes, escritos u objetos insultantes o evidentemente ofensivos; miradas lujuriosas, mirar fijamente o dirigir la atención al cuerpo de un empleado del sitio de trabajo; miradas lascivas; y gestos sugestivos o de carácter sexual.
- **Ciberacoso.** Es el acoso prohibido a través de medios de comunicación electrónicos, como correo electrónico, mensajería instantánea (IM) o mensajes publicados en un sitio web, blog o foro.

El acoso prohibido puede ocurrir en una relación de uno a uno o en grupos y puede involucrar a un compañero de trabajo, un gerente, un proveedor, un cliente, un visitante o un agente de la empresa. El acoso sexual también puede ocurrir en el contexto de una relación que solía ser consensuada y ya no lo es, por lo que la conducta ya no es bienvenida por una de las partes. No es posible especificar la totalidad de las acciones o las palabras que pueden interpretarse como acoso. Los ejemplos de arriba no son una lista completa de conductas inaceptables.

Preste atención a las reacciones de los demás, y a sus solicitudes y preferencias. Respete sus deseos y trátelos de manera profesional, sin importar su género, raza, religión, nacionalidad de origen, edad, orientación sexual, identidad o expresión sexual u otras características protegidas.

### **Denuncia e investigación del acoso prohibido**

Si considera que alguien lo está acosando con base en una característica protegida, o que alguien más en su trabajo está siendo acosado, le aconsejamos que, si se siente cómodo, le diga al acosador de manera clara que ese tipo de conductas e insinuaciones no son deseadas ni bienvenidas, y que debe dejar de hacerlo. El individuo puede no darse cuenta de que ese tipo de comportamiento es inaceptable y, muchas veces, una comunicación clara permite ponerle fin a esas conductas de manera eficiente. Sin embargo, si no se siente cómodo para involucrarse en ese tipo de situaciones o si el acosador sigue comportándose igual después de hablar con él, debe reportar el problema de forma inmediata a su gerente, a cualquier otro gerente o funcionario de la empresa, al representante de RR. HH. de TriNet o al Centro de soluciones de TriNet. Reporte los hechos del incidente: qué sucedió, cuándo, dónde, con qué frecuencia, y cuál es el nombre del acusado y de los testigos, si los hubiera. Los gerentes deben reportar de inmediato cualquier presunto incidente de acoso a un representante de RR. HH. de TriNet.

Todas las denuncias de acoso se investigarán de manera objetiva, exhaustiva y oportuna, intentando mantener la mayor discreción posible. Se espera que todos los empleados del sitio de trabajo colaboren plenamente con las investigaciones. Si se determina que efectivamente hubo acoso, se tomarán las medidas correspondientes para corregir la situación, las cuales pueden incluir la terminación de la relación laboral con el acosador. Además, se tomarán las medidas necesarias para prevenir futuras violaciones de esta política.

### **Protección contra represalias**

Ni la empresa ni la ley tolerarán ningún tipo de represalia contra ningún empleado del sitio de trabajo que se oponga a la discriminación o al acoso, que haga una denuncia o que participe de alguna manera en una investigación interna o en otra investigación, proceso judicial o audiencia del estado, un organismo federal o un tribunal. Si considera que ha sido víctima o testigo de represalias, debe reportarlo inmediatamente a su gerente, a cualquier otro gerente o funcionario de la empresa, al representante de RR. HH. de TriNet o al Centro de soluciones de TriNet. Se tomarán medidas disciplinarias en contra de los empleados del sitio de trabajo que tomen cualquier tipo de represalia. Estas medidas pueden incluir tanto la terminación de la relación laboral como posibles consecuencias legales.

### **Normas de desempeño y de conducta**

Tal como sucede en otras organizaciones, exigimos orden y disciplina para alcanzar el éxito y promover la eficiencia, la productividad y la colaboración entre los empleados del sitio de trabajo. Por este motivo, consideramos que es útil identificar algunos ejemplos de conductas que no están permitidas y que pueden dar lugar a sanciones disciplinarias que podrían incluir el despido inmediato:

- Rehusarse a aceptar las asignaciones de trabajo correspondientes o rehusarse a hacer las tareas asignadas por un supervisor de manera apropiada.
- Rehusarse a seguir las indicaciones o directivas de trabajo del gerente, o involucrarse en situaciones de insubordinación.
- Hacer negocios personales, incluido el empleo externo en horario laboral o usando los equipos, suministros, materiales o productos de la empresa, sin la aprobación de la administración.

- Tener o usar armas, materiales peligrosos o no autorizados, o consumir alcohol (a menos que esté autorizado) o drogas ilegales en el lugar de trabajo. (Esta política no pretende interferir en el derecho legal del individuo, en los estados que así lo dispongan, de tener armas de fuego de manera legal en su vehículo mientras este esté en el área de estacionamiento para los empleados).
- Dormir o estar bajo los efectos del alcohol, drogas ilegales o estupefacientes mientras está en la propiedad de la empresa, está trabajando u opera un vehículo o un equipo potencialmente peligroso arrendado o adquirido por la empresa.
- Falsificar información, incluidos los informes de gastos y horas trabajadas; marcar la tarjeta horaria de otro compañero de trabajo de forma intencional; eliminar o destruir cualquier registro de horas sin autorización.
- Dañar, destruir o eliminar sin autorización o no devolver cualquier propiedad (física o intelectual) de la empresa, los compañeros de trabajo, los clientes o cualquier otro individuo que esté en la propiedad de la empresa.
- Pelear, jugar de forma brusca, hacer bromas pesadas o tener cualquier tipo de conducta peligrosa que pueda poner en riesgo la seguridad de cualquier empleado del sitio de trabajo, contratista, cliente, proveedor o visitante de la empresa.
- Ejercer violencia, amenazar o intimidar, abusar, o forzar a cualquier empleado del sitio de trabajo, contratista, cliente, proveedor o visitante de la empresa. Esto incluye el uso de lenguaje ofensivo o vulgar.
- Ejercer cualquier tipo de acoso o discriminación ilegal contra otro trabajador, cliente o proveedor.
- Participar en actividades ilegales o tener conductas que puedan significar un riesgo para la salud o la seguridad de las personas, incluso fumar en las áreas de no fumadores.
- Pedir o aceptar propinas de parte de los clientes o los proveedores.
- Hacer reuniones sin autorización en las áreas de trabajo durante el horario laboral, o dejar que personas no autorizadas ingresen al lugar de trabajo, a menos que la ley lo permita.
- Revelar información confidencial, tal como se define en este manual, sin autorización.
- Violar cualquier regla, práctica o política de la empresa, incluidas las políticas que se incluyen en este manual.
- No cumplir de manera satisfactoria con las obligaciones laborales.
- Como ya se advirtió, lo de arriba no es una lista completa de todos los tipos de conductas y actividades que no están permitidas, y nada de lo que incluye este manual, incluida esta política, modifica la política de empleo a voluntad.

### **Código de conducta y ética comercial**

Este Código se aplica solo en caso de que usted sea empleado del sitio de trabajo en una empresa que no tenga su propio Código.

Su empresa tiene la responsabilidad de hacer sus actividades comerciales cumpliendo estrictamente con todas las leyes y regulaciones vigentes, y la política de nuestra empresa exige lo mismo. Por lo tanto, su empresa espera que los empleados del sitio de trabajo actúen de acuerdo con las más estrictas normas de ética comercial, tanto dentro como fuera de la empresa. Se espera, además, que eviten todo tipo de conductas inapropiadas y que tengan en cuenta todas las leyes y regulaciones vigentes al hacer sus actividades comerciales en nombre de la empresa.



Se espera que usted respete el espíritu y el texto de este Código. También se espera que colabore con cualquier investigación de presuntas o posibles violaciones de este Código, a menos que le informen en el momento de la investigación que la participación es voluntaria. Si los empleados del sitio de trabajo no cumplen con las responsabilidades que se incluyen en este Código, pueden aplicarse sanciones disciplinarias, las cuales pueden incluir la inmediata terminación de la relación laboral.

### **Normas éticas**

Su empresa se compromete a hacer sus actividades comerciales de manera justa y clara, siguiendo el espíritu y el texto de la ley, con la mayor consideración posible hacia los clientes, la comunidad y los empleados del sitio de trabajo. El éxito de su empresa dependerá no solo de los conocimientos, las habilidades y las aptitudes de los empleados del sitio de trabajo, sino también de que estos hagan su trabajo con buen criterio, autodisciplina, sentido común e integridad. Se exige que todos los empleados del sitio de trabajo cumplan y mantengan las siguientes normas éticas comunes en todos los aspectos de su trabajo:

- Cumplir los objetivos de la empresa en todos los aspectos de su trabajo, procurando no entrar en conflicto con la integridad de la empresa ni el interés público.
- Ser honesto y preciso a la hora de desempeñar sus funciones laborales.
- Proteger la información confidencial tal como se define en este manual.
- Tener en cuenta todas las leyes, regulaciones, ordenanzas y reglas vigentes a la hora de hacer sus actividades comerciales.
- Mantener relaciones honestas e imparciales con todos los proveedores de la empresa.
- Garantizar la calidad y el valor de los productos y servicios de la empresa y mantener buenas relaciones con los clientes y proveedores.
- Evitar, mientras sea empleado de la empresa, cualquier situación que pueda generar un conflicto entre los intereses personales de los empleados del sitio de trabajo y la toma de decisiones discrecionales en nombre de la empresa.

### **Conflictos de interés**

Su empresa exige la lealtad total de todos los empleados del sitio de trabajo, incluido el personal directivo y no directivo de la empresa, al desempeñar todas las funciones laborales. Por lo tanto, los empleados del sitio de trabajo no deben tener ninguna conducta, y deben evitar las situaciones, que puedan generar, o parezcan generar, un conflicto de interés potencial o efectivo al hacer su trabajo.

Los conflictos de interés en el trabajo surgen cuando los intereses o las actividades personales de un empleado del sitio de trabajo son contrarios a los intereses de la empresa. Estas actividades o intereses personales pueden afectar el juicio del empleado y hacer que este tome decisiones en nombre de la empresa teniendo en cuenta las posibles ganancias personales que podría llegar a obtener y no lo que es mejor para la empresa.

Con el objetivo de evitar los conflictos de interés, los siguientes tipos de comportamientos se consideran inaceptables y poco éticos, a menos que la ley disponga lo contrario:

- Dar o recibir mercadería, dinero, servicios, viajes, hospedajes o regalos que puedan dar la sensación de que se dieron para influir en las decisiones comerciales. Mientras sea empleado del sitio de trabajo o representante de la empresa, no está permitido recibir o hacer regalos que tengan más que un valor mínimo o simbólico. En esos casos, se devolverá el regalo a quién lo haya enviado con una nota o carta que explique el motivo de la devolución.
- Mantener una relación personal, comercial o financiera con un cliente o proveedor en la que el empleado del sitio de trabajo tenga control o influencia sobre la relación entre la empresa y ese cliente o proveedor. Por ejemplo, un empleado del sitio de trabajo no puede pedir prestado ni prestar dinero de su bolsillo a un cliente o proveedor de la división de ese empleado.

- Usar información desarrollada o adquirida en el trabajo para beneficio personal o familiar. Esto incluye el uso de la base de datos de la empresa, información financiera o propiedad intelectual.
- Tener un cargo de director, empleador o funcionario político externo que pueda entrar en conflicto o competir en forma aparente o efectiva con las responsabilidades del empleado del sitio de trabajo.
- Hacer negocios de la empresa con un familiar o usar su posición o autoridad para que la empresa haga negocios con un familiar.
- Compartir información confidencial, tal como se define en este manual, o información privada sobre la empresa sin autorización con socios comerciales o representantes de otras empresas.

La lista de arriba solo enumera algunas de las posibles causas de conflicto de interés y no es una lista completa de todas las situaciones que pueden dar lugar a un conflicto de interés. En última instancia, cada empleado del sitio de trabajo es responsable de evitar cualquier situación que pueda afectar su capacidad para juzgar situaciones de manera independiente y objetiva en nombre de la empresa, y cualquier otra situación que pueda llegar a parecer un conflicto de interés. Es importante destacar que, en ciertas circunstancias, los conflictos de interés pueden llegar a violar las leyes penales. Ante cualquier duda, se debe tratar el tema con el gerente, el representante de RR. HH. de TriNet o el asesor legal de su empresa.

### **Contratación de familiares y parejas**

Con el objetivo de evitar los conflictos de interés y promover la estabilidad y la buena voluntad en el espacio de trabajo, normalmente no contratamos ni trasladamos a familiares para que ocupen puestos en los cuales deban supervisar a otros familiares cercanos o deban ser supervisados por ellos. Además, evitamos ponerlos en puestos en los cuales se trabaje con información confidencial sobre sus familiares o se tenga acceso a ella. Las mismas consideraciones generales se aplican si dos empleados del sitio de trabajo contraen matrimonio o tienen una relación de concubinato. Si de esa relación surgen conflictos de supervisión, seguridad, moral, confianza o de cualquier otro tipo, nos reservamos el derecho de contratar o ubicar a los empleados del sitio de trabajo de manera tal que se eviten estos problemas. Es posible que se traslade a uno de los empleados (o, de ser necesario, que se lo despida) para resolver esta situación.

El término “familiares”, tal como se usa en el párrafo anterior, hace referencia al cónyuge o concubino, los padres, los tutores legales, los hermanos, los hijos, los abuelos, los nietos y los familiares políticos actuales. (Esta definición incluye todas las relaciones familiares naturales, políticas o de adopción). Este Código también se aplica a las parejas. Además, si surge un conflicto efectivo o aparente a raíz de una relación de noviazgo, a nuestra entera discreción, procederemos a resolver el conflicto trasladando a uno o a ambos empleados o dándole fin a la relación laboral. Es posible que existan otras consideraciones o restricciones de acuerdo con los requisitos de su trabajo o con situaciones específicas de su empresa. Consulte a su gerente para aclarar sus dudas.

### **Identificación y denuncia de un conflicto**

Es fundamental que todos los empleados del sitio de trabajo estén atentos a posibles violaciones del Código de conducta y ética comercial, ya sea que ocurran por descuido o de manera intencional. Cualquier empleado del sitio de trabajo que identifique una posible violación del Código debe informárselo a su gerente, a un funcionario de la empresa, a un representante de RR. HH. de TriNet o, si corresponde, al asesor legal de su empresa. Si no está seguro de si se trata de un problema ético, siempre es mejor preguntar.

Estas son algunas señales que debe observar:

- Se siente incómodo en cuanto a una decisión comercial o sobre algo que le pidieron que haga en el trabajo.
- Ha presenciado una situación en la que una decisión comercial lo ha hecho sentir incómodo a usted o a un compañero.

- Siente que la empresa se vería perjudicada, o que enfrentaría consecuencias legales, si un conflicto comercial fuera revelado al público.

### **Violación del código**

La violación de este Código puede ser causa de despido o de otras sanciones disciplinarias, según las circunstancias de cada violación en particular. Se tomarán medidas disciplinarias contra todos los individuos que autoricen o participen directamente en una violación del Código. También se pueden tomar medidas disciplinarias contra los superiores directivos del infractor, si es que las circunstancias en las que se violó el Código reflejan una falta de dirección o supervisión por parte del superior.

El cumplimiento del Código se tendrá en cuenta a la hora de evaluar el desempeño general de cada individuo.

### **Prohibición de represalias**

Si un empleado del sitio de trabajo o un postulante consideran que se han tomado represalias en su contra por revelar información sobre el incumplimiento del Código, él o ella deben presentar una queja por escrito ante el gerente de la empresa, cualquier funcionario de la empresa o un representante de RR. HH. de TriNet. La política de la empresa es animar a los empleados del sitio de trabajo a denunciar cualquier tipo de preocupación legal, ética o de seguridad. No se tolerarán las represalias contra las personas que presenten este tipo de preocupaciones o quejas.

### **Otras políticas laborales**

#### **Promociones y recomendaciones**

Para evitar que se interrumpan las operaciones, los empleados del sitio de trabajo no pueden hacer promociones ni distribuir material para cualquier causa o propósito durante su horario de trabajo o durante el horario de trabajo del empleado a quien se dirige la promoción o que recibe el material (las pausas para descansar o comer o los momentos en los que el empleado no esté haciendo sus tareas laborales quedan excluidos). Ningún empleado del sitio de trabajo debe suponer que la empresa recomienda un producto o servicio particular sin la debida autorización.

#### **Comunicaciones electrónicas**

Esta política no se aplica a los empleados del sitio de trabajo de empresas que tengan sus propias políticas sobre la comunicación electrónica.

Como cada vez dependemos más de la tecnología para hacer nuestras actividades comerciales, los empleados del sitio de trabajo normalmente tienen acceso a uno o varios medios o servicios electrónicos (computadoras, correo electrónico, mensajería instantánea, teléfonos fijos, celulares, PDA (asistentes digitales personales), correo de voz, fax, servicios en línea, intranets e Internet). Esta política se extiende a todas las funciones de los sistemas de comunicación electrónica de la empresa, lo que incluye computadoras; correo electrónico; mensajería instantánea; conexión a Internet, a la red y a otras redes internas o externas; correo de voz; videoconferencias; fax; y teléfonos (definidos en conjunto como "recursos electrónicos"). Esta política se aplica también a cualquier otra forma de comunicación electrónica utilizada por los empleados del sitio de trabajo, actualmente o en el futuro.

Toda la información creada, enviada, recibida o archivada a través de los recursos electrónicos de la empresa es propiedad de la empresa. Dicha información no es propiedad privada de ningún empleado del sitio de trabajo. Estos no deben esperar ningún tipo de privacidad en cuanto al uso o el contenido de los recursos electrónicos de la empresa. Las contraseñas no le dan ningún derecho de privacidad a ningún empleado del sitio de trabajo de la empresa. Los empleados del sitio de trabajo deben comprender que la empresa puede supervisar el uso de sus recursos electrónicos y puede consultar, revisar y revelar la información almacenada en ellos, incluidos los mensajes; las comunicaciones personales por correo electrónico enviadas y recibidas en las computadoras del empleador, pero con cuentas privadas; y otros datos, en cualquier momento, con o sin aviso previo y consentimiento del usuario. Para garantizar que el uso de dichos materiales provistos por la empresa siga siendo ético y legal, los empleados del sitio de trabajo deben cumplir con las siguientes pautas:

- Todos los equipos comerciales, los sistemas de comunicación electrónicos y telefónicos, y todas las comunicaciones e información almacenada que se transmitan, reciban o guarden en los recursos electrónicos de la empresa son propiedad de esta y deben usarse con fines laborales. Los empleados del sitio de trabajo pueden usar dichos sistemas y equipos de forma personal durante el horario no laboral, siempre y cuando dicho uso no viole las políticas de la empresa incluidas en este manual y no interfiera en el desempeño de las obligaciones laborales.
- Para prevenir la transmisión de virus informáticos en el sistema, los empleados del sitio de trabajo no tienen permitido descargar ningún software de Internet en sus computadoras ni en ninguna unidad de almacenamiento en su computadora.
- Se prohíbe el uso de unidades portátiles para descargar información de la empresa para cualquier fin que no sea el negocio de la empresa sin la aprobación previa por escrito de la gerencia.
- La empresa puede supervisar el uso de cualquier sistema y equipo.
- El empleado del sitio de trabajo a cuyo nombre la empresa abre una cuenta es responsable de su uso adecuado en todo momento.
- La empresa no asume responsabilidad alguna por la pérdida, el daño, la revelación o el uso indebido de datos y comunicaciones que no sean propiedad de la empresa y se transmitan o almacenen en los recursos electrónicos de esta.
- Los empleados del sitio de trabajo no pueden transmitir, recuperar ni almacenar información confidencial de la empresa sin autorización, según se define en este manual, en sus sistemas de correo electrónico personales.
- A menos que la ley permita lo contrario, los empleados del sitio de trabajo solo pueden consultar y usar la información confidencial de la empresa, ya sea de manera electrónica o impresa, cuando sea necesario para desempeñar sus obligaciones laborales.

### **Uso de teléfonos celulares y PDA**

Esta política no se aplica a los empleados del sitio de trabajo de empresas que tengan sus propias políticas sobre la comunicación electrónica.

Si bien los teléfonos celulares y los PDA se han convertido en una herramienta valiosa para la administración de nuestras vidas profesionales y personales, pueden presentar una gran cantidad de problemas de seguridad y privacidad. Los empleados del sitio de trabajo deben restringir el uso personal de los teléfonos celulares y los PDA al horario no laboral, como los almuerzos u otros períodos de descanso. Los empleados del sitio de trabajo deben ser considerados con sus compañeros de trabajo y mantener el tono del teléfono en vibración o volumen bajo mientras trabajan.

La empresa exige el uso seguro de los teléfonos celulares y PDA por parte de los empleados del sitio de trabajo que los usan para hacer negocios para ella. Se exige que los empleados del sitio de trabajo obedezcan todas las leyes estatales y locales vigentes sobre el uso del teléfono celular al conducir. En cualquier caso en el que la ley estatal o local sea más restrictiva que esta política, el empleado del sitio de trabajo deberá regirse por la ley.

Los empleados del sitio de trabajo que usen teléfonos celulares portátiles mientras trabajan para la empresa deben evitar hacer o recibir llamadas laborales mientras conducen. Si un empleado del sitio de trabajo necesita hacer o recibir una llamada telefónica laboral mientras conduce, debe asegurarse de detener y estacionar el vehículo en una zona de estacionamiento adecuada para hacer la llamada. No es aceptable detenerse al costado del camino para hacer una llamada, salvo en caso de accidente de tránsito o desperfecto vehicular.

Se recomienda a los empleados del sitio de trabajo que usen teléfonos manos libres que no hagan llamadas mientras conducen. Los empleados del sitio de trabajo pueden hacer llamadas laborales mientras conducen solo cuando sea absolutamente necesario, y solo si la conversación no durará más de unos minutos. Los empleados del sitio de trabajo deben detener y estacionar el vehículo en una zona de estacionamiento adecuada si la conversación se hace intensa, si hay mucho tránsito o si la carretera está en malas condiciones. En ningún caso los empleados del sitio de trabajo podrán marcar un número manualmente con el vehículo en movimiento.

Los empleados del sitio de trabajo no pueden usar un teléfono celular ni PDA para enviar, recibir o revisar mensajes de texto, correos electrónicos o información en Internet mientras conducen.

Por último, los empleados del sitio de trabajo no exentos no deben usar los teléfonos celulares ni los PDA para trabajar fuera de las horas programadas habituales, a menos que tengan la aprobación previa de su gerente para hacerlo.

### **Información confidencial**

Como empleado del sitio de trabajo, puede recibir información que no está disponible para el público general. Puede tener acceso a información confidencial o privilegiada sobre la empresa, sus proveedores, sus clientes o incluso, quizás, sus compañeros de trabajo. La información confidencial o privilegiada incluye, entre otras cosas, planes comerciales, estrategias, presupuestos, proyecciones, pronósticos, información financiera y operativa, contratos comerciales, bases de datos, cifras financieras y contables, información médica protegida por la HIPAA (Ley de Transferencia y Responsabilidad de Seguro Médico), información de clientes y proveedores, planes de publicidad y marketing, propuestas, material y métodos de capacitación y demás información no disponible para el público.

La información confidencial no incluye la información adquirida por medios legales por empleados no gerenciales del sitio de trabajo sobre presupuestos, horarios u otros términos y condiciones de empleo, si la usan para los propósitos protegidos por la Sección 7 de la Ley Nacional de Relaciones Laborales, como adherirse a un sindicato o fundarlo, participar en un convenio colectivo o en cualquier otra actividad concertada para la ayuda o protección mutuas. Ninguna sección de este manual le prohíbe a un empleado del sitio de trabajo comunicarse con una autoridad gubernamental o hacer una denuncia de buena fe y con la creencia razonable de que existe una violación de la ley o el reglamento ni compartir información confidencial que el empleado del sitio de trabajo haya adquirido por medios legales en el transcurso de su empleo con una autoridad gubernamental en relación con cualquier comunicación o denuncia. Tampoco le prohíbe presentar, testificar o participar en un proceso legal sobre una violación, lo que incluye hacer otras revelaciones protegidas o requeridas por una ley o reglamento de denunciantes ante la Comisión de Valores y Bolsa (Securities and Exchange Commission), el Departamento de Trabajo (Department of Labor) o cualquier otra autoridad gubernamental correspondiente. En la medida en que un empleado del sitio de trabajo revele cualquier información confidencial como parte de la comunicación con una autoridad gubernamental, el empleado respetará las demás obligaciones de confidencialidad establecidas en este manual y solo compartirá la información confidencial con su abogado o con la agencia o entidad gubernamental. Ninguna sección de este manual se interpretará como permiso o consentimiento de una conducta ilegal, lo que incluye, entre otras cosas, el robo o la apropiación indebida de información, secretos comerciales o bienes de la empresa.

Independientemente de que la información esté o no específicamente marcada como confidencial, cada empleado del sitio de trabajo tiene la responsabilidad de proteger la información confidencial (salvo que la ley vigente permita lo contrario). Usted no debe usar, revelar ni divulgar dicha información a menos que sea necesario en el desempeño de sus obligaciones (o salvo que la ley vigente permita lo contrario).

Una persona no se considerará penal o civilmente responsable bajo ninguna ley federal o estatal sobre secretos comerciales por la revelación de un secreto comercial que: A) se haga confidencialmente ante un funcionario gubernamental federal, estatal o local, directa o indirectamente, o ante un abogado, y solamente con el propósito de denunciar o investigar una supuesta violación de la ley; o B) se haga en un reclamo u otro documento presentado en una demanda u otro procedimiento, si la presentación se hace bajo sello. Una persona que presenta una demanda por represalias por parte de un empleador por denunciar una supuesta violación de la ley puede revelar el secreto comercial a su abogado y usar dicha información en un proceso judicial, si la persona (A) presenta bajo sello cualquier documento que contenga el secreto comercial y (B) no revela el secreto comercial, salvo de acuerdo con una orden judicial.

En general, el acceso a la información confidencial debe darse si es imprescindible conocerla y debe estar autorizado por el gerente.

Es posible que algunos empleados del sitio de trabajo que tienen acceso a información confidencial, sensible o privilegiada sobre la empresa o sus clientes, servicios o procesos también deban firmar un Acuerdo de Inventiones e Información Confidencial (Proprietary Information and Inventions Agreement, PIIA) como condición de empleo. Si usa indebidamente o revela cualquier información confidencial o privilegiada de la empresa, quedará sujeto a medidas disciplinarias, que pueden incluir el despido, independientemente de que reciba o no algún beneficio por el uso o la revelación de la información.

Si tiene alguna pregunta sobre si la información que pretende comunicar se considera o no confidencial, consulte a su gerente.

### **Solicitudes de verificación de empleo e ingresos, referencias y otras solicitudes de información de la empresa por parte de terceros**

Todas las consultas de verificación de ingresos o empleo recibidas por la empresa o TriNet por parte de un tercero sobre un empleado o ex empleado del sitio de trabajo deben dirigirse a The Work Number®, un servicio prestado por TALX Corporation. Acceda a The Work Number® en [www.theworknumber.com](http://www.theworknumber.com) o llame al 1.800.367.5690 y dele al verificador el código de empleador de TriNet: 13096. Las instrucciones para las solicitudes sobre los empleados del sitio de trabajo están disponibles en la plataforma TriNet, en [login.trinet.com](http://login.trinet.com).

TriNet procesará las consultas sobre embargos y beneficios. Los verificadores que pidan esta información deben dirigirse a la dirección postal de TriNet en Bradenton: 9000 Town Center Pkwy Bradenton, Florida 34202, para el procesamiento. TriNet continuará procesando y administrando esas solicitudes en los departamentos correspondientes.

Ningún otro gerente o empleado del sitio de trabajo tiene autorización para revelar referencias de los empleados o ex empleados del sitio de trabajo en nombre de la empresa. La empresa revelará únicamente las fechas de empleo y el último cargo ocupado en respuesta a las solicitudes de referencias o verificación del empleo. Si un empleado del sitio de trabajo autoriza la revelación por escrito, la empresa también puede indicar la última cantidad de salario o sueldo recibida.

Asimismo, es posible que reciba solicitudes de entrevistas o comentarios por parte de medios informativos, analistas o clientes/proveedores sobre eventos y temas que afectan a la empresa. Solo los empleados del sitio de trabajo específicamente designados pueden responder en nombre de la empresa. Si no está seguro de quién debe responder a una solicitud de declaración de un representante de la empresa, comuníquese de inmediato con su gerente.

### **Equipos o materiales suministrados por la empresa**

Usted es responsable de cuidar los equipos o materiales suministrados por la empresa, que siguen siendo propiedad de esta y solo deben usarse para sus negocios legítimos. Todos los artículos, como manuales, informes, registros y declaraciones, son propiedad de la empresa y deben conservarse en sus instalaciones, a menos que se haya aprobado el retiro. El retiro no autorizado de cualquier bien de la empresa (o de otro empleado del sitio de trabajo) se considera una ofensa grave y puede tener consecuencias importantes, independientemente de la antigüedad del empleado o de su desempeño en el pasado.

Los empleados del sitio de trabajo deben devolver cualquier equipo, material o información confidencial de la empresa que tengan en su poder cuando cese la relación laboral o inmediatamente después de que se lo pida la empresa.

### **Bienes personales**

Si bien intentamos garantizar que el lugar de trabajo sea un ambiente seguro, no podemos responsabilizarnos de sus pertenencias. Usted es responsable de prevenir el robo, la pérdida o el daño de sus artículos personales y, por ese motivo, le pedimos que los guarde y use de manera segura.

Si existiera una investigación de supuestas violaciones a sus reglas, la empresa se reserva el derecho de revisar sus bienes, como escritorios, cajones y otras zonas de almacenamiento, y de inspeccionar los artículos que estén dentro de esas zonas en busca de bienes faltantes o artículos como drogas, alcohol, armas prohibidas u otro tipo de elementos de contrabando. Los empleados del sitio de trabajo no deben tener ninguna expectativa de privacidad en cuanto a los escritorios, cajones u otras zonas de almacenamiento de la empresa. La empresa se reserva el derecho de extraer, retener y revelar el contenido que encuentre durante una inspección. Solo pueden usarse candados y llaves suministrados por la empresa para proteger los escritorios y otros dispositivos de almacenamiento provistos por la empresa. La empresa también se reserva el derecho de inspeccionar todos y cada uno de los paquetes y bultos que ingresan en nuestras instalaciones o salen de ellas.

### **Autorización para viajar**

Cualquier viaje de negocios de la empresa primero debe estar autorizado por el gerente, que puede responder preguntas sobre las políticas de viajes de la empresa. Cuando use un vehículo personal, de la empresa o de alquiler para los negocios de la empresa, debe tener una licencia de conducir válida y debe haber obtenido un seguro contra terceros que cubra lesiones personales y daños materiales. El programa específico de kilometraje y de reembolsos de la empresa determinará el reembolso de los gastos de los viajes.

## Capítulo tres: Información y políticas generales de empleo

### Igualdad de oportunidades laborales y diversidad laboral

Nos comprometemos a implementar principios de igualdad de empleo y reconocemos el valor de los empleados comprometidos del sitio de trabajo que sienten que los tratan de manera equitativa y profesional. Nos esforzamos por buscar modos de atraer, desarrollar y retener a los talentos necesarios para alcanzar los objetivos comerciales, y por reclutar y emplear a personas altamente calificadas que representen las diversas comunidades en las que vivimos. Las políticas y decisiones sobre el empleo y los ascensos se basan en el mérito, las cualificaciones, el desempeño y las necesidades comerciales. Las decisiones y los criterios que rigen la relación laboral con todos los empleados del sitio de trabajo se establecen de manera no discriminatoria, independientemente de la edad, la raza, el color, la nacionalidad de origen, el género (incluso el embarazo, el parto y las condiciones médicas relacionadas con el embarazo y el parto), la identidad o expresión de género, la religión, las discapacidades físicas o mentales, las condiciones médicas, la información genética protegida por la ley, el estado civil, el estado de veterano, el estado militar, la orientación sexual o cualquier otro factor (incluido el estado de titular de tarjeta de marihuana medicinal para postulantes y empleados del sitio de trabajo en Arizona) que se considere un fundamento ilegal para dichas decisiones en los estatutos federales, estatales o locales.

Ninguna característica protegida por la ley será un factor en las decisiones sobre lo siguiente:

- Reclutamiento
- Contratación
- Cese de la relación laboral
- Disciplina
- Ascenso/descenso
- Capacitación
- Compensación y beneficios
- Horarios
- Asignaciones
- Cualquier otro término, condición o privilegio del empleo.

Asimismo, de acuerdo con la ley federal y estatal vigente, la empresa hará adaptaciones razonables cuando sea necesario para las personas con discapacidades conocidas, siempre y cuando dichas personas estén calificadas para desempeñar las funciones y asignaciones esenciales del trabajo, con o sin adaptaciones, y que las adaptaciones no representen una dificultad excesiva para la empresa. La empresa desea tener conversaciones oportunas y de buena fe con los empleados del sitio de trabajo o postulantes discapacitados para determinar las adaptaciones adecuadas. Cualquier postulante o empleado del sitio de trabajo que requiera una adaptación durante el proceso de postulación o para desempeñar las funciones esenciales del trabajo debe comunicarse con un gerente de la empresa, un ejecutivo de la empresa o un representante de RR. HH. de TriNet para pedir dicha adaptación.

Si tiene algún motivo para creer que usted (o alguien más) no ha sido tratado de acuerdo con esta política, debe informar de inmediato a su gerente, a cualquier otro gerente o ejecutivo de la empresa, al representante de RR. HH. de TriNet o al Centro de soluciones de TriNet. Todos los gerentes deben informar inmediatamente sobre estos asuntos a un representante de RR. HH. de TriNet.



## Política de puertas abiertas

Contamos con una política de puertas abiertas para animar a los empleados del sitio de trabajo a participar en las decisiones que los afectan a ellos y sus responsabilidades profesionales diarias. Lo animamos a presentarnos sus preocupaciones, preguntas, sugerencias y comentarios. Ya sea que tenga una pregunta sobre cualquiera de nuestras políticas o nuestros programas, o una preocupación sobre una decisión que afecta su trabajo, puede comunicarse con nosotros para que nos ocupemos de su pregunta o preocupación y tomemos las medidas correspondientes para resolver la situación.

## Categorías de empleo

Para tratar cuestiones sobre la nómina, los beneficios y otros temas, los empleados del sitio de trabajo se clasifican de diversas maneras. Ninguna de las clasificaciones modifica la política de empleo a voluntad, ya que ninguna sección de este manual (incluida esta política) modifica dicha política.

## Categorías generales

Le asignarán una de las siguientes cuatro categorías en un momento determinado. Estas categorías de empleo, que se relacionan con el grado regular de su compromiso, son las siguientes:

- Los **empleados regulares del sitio de trabajo a tiempo completo** son los que trabajan habitualmente 30 horas o más por semana; son elegibles para recibir incentivos, como vacaciones y ausencias remuneradas (según corresponda); y son elegibles para seleccionar la cobertura del Plan de Beneficios de TriNet (esto se aplica a los empleados del sitio de trabajo solo si su empresa cliente ha firmado un contrato con TriNet para participar en el Plan de Beneficios de TriNet). Consulte la Guía a través de la plataforma TriNet para obtener más información y visite [login.trinet.com](http://login.trinet.com) para obtener información adicional sobre las políticas específicas de la empresa.
- Los **empleados regulares del sitio de trabajo a tiempo parcial** son los que trabajan habitualmente entre 20 y 30 horas por semana; pueden ser elegibles para recibir algunos incentivos, como vacaciones o ausencias remuneradas (según corresponda), de manera prorrateada; no son elegibles para pedir la cobertura de los Planes de Beneficios de TriNet, a menos que las leyes lo exijan, pero pueden ser elegibles para recibir ciertos beneficios voluntarios, según se detalla en el Capítulo 6 de este manual.
- Los **empleados eventuales o intermitentes del sitio de trabajo** son los que generalmente no tienen horarios especificados o trabajan habitualmente menos de 20 horas por semana; no son elegibles para recibir vacaciones o ausencias remuneradas; no son elegibles para pedir la cobertura de los Planes de Beneficios de TriNet; pero pueden ser elegibles para recibir ciertos beneficios voluntarios, según se detalla en el Capítulo 6 de este manual.
- Los **empleados temporales del sitio de trabajo** se contratan únicamente para un período, asignación o proyecto específicos, ya sea a tiempo completo o parcial; no son elegibles para recibir vacaciones o ausencias remuneradas; no son elegibles para pedir la cobertura de los Planes de Beneficios de TriNet; pueden ser elegibles para recibir ciertos beneficios voluntarios; tienen derecho (al igual que los empleados del sitio de trabajo de las categorías mencionadas arriba) a recibir los beneficios obligatorios correspondientes, como las horas extras, la compensación para trabajadores, el seguro de desempleo, el seguro estatal por discapacidad, los beneficios de la Seguridad Social y otros beneficios que se describen en el Capítulo 7 de este manual. Los empleados temporales del sitio de trabajo a quienes se les pida que trabajen más allá del período, la asignación o el proyecto específicos conservan su estado temporal, a menos que el gerente correspondiente apruebe un cambio de categoría por escrito.

Ninguna persona que TriNet no reconozca como empleado del sitio de trabajo tiene derecho a recibir ninguno de los beneficios o incentivos laborales de TriNet.

Si tiene dudas sobre su estado, consulte a su gerente.

## **Estado de empleado exento y no exento**

Además de clasificarlo de acuerdo con lo mencionado arriba, también lo clasificarán como exento o no exento. El estado de empleado exento o no exento corresponde a su elegibilidad para el pago de horas extras y otros derechos legales determinados. Este estado se determina en función de la ley vigente y de factores como la naturaleza de su trabajo, sus obligaciones y responsabilidades, y su nivel y forma de compensación.

Los **empleados no exentos del sitio de trabajo**, por lo general, cobran por cada hora que trabajan en un período de pago y siempre reciben el pago de horas extras de acuerdo con las reglas vigentes sobre horas extras. Para conocer las reglas de horas extras que se aplican a usted, consulte a su gerente.

Los **empleados exentos del sitio de trabajo** se clasifican como tal si no tienen derecho al pago de horas extras según las leyes federales (o, si corresponde, estatales) de salarios y horas trabajadas. Los empleados del sitio de trabajo en puestos clasificados como Exentos, por lo general, cobran un salario diseñado para compensar por completo todas las horas trabajadas por semana; no cobran en función de la cantidad de horas trabajadas y no reciben un pago de horas extras.

## **Acceso a los registros del personal**

Tanto TriNet como sus empresas clientes conservan ciertos registros, pero no necesariamente los mismos, para los empleados del sitio de trabajo. Únicamente el personal debidamente autorizado del empleador tiene acceso a la mayor parte de la información de los empleados del sitio de trabajo. Asimismo, puede darse acceso a esos registros a agencias gubernamentales de acuerdo con la ley y a terceros por medio de una citación u orden judicial.

Las solicitudes por parte de empleados y exempleados del sitio de trabajo para acceder a los registros de TriNet deben hacerse a través del Centro de soluciones de TriNet. Los empleados del sitio de trabajo pueden consultar o recibir copias de otros registros de empleados del sitio de trabajo en el expediente del personal según los requisitos de la ley estatal.

Las solicitudes por parte de empleados y exempleados del sitio de trabajo para acceder a los registros de una empresa cliente de TriNet deben hacerse a la empresa cliente.

## **Código de vestimenta**

Mientras esté trabajando o haciendo actividades laborales, debe mantener una apariencia limpia y prolija siempre que sea posible, y su vestimenta debe ser congruente con el tipo de trabajo que hace y con las consideraciones de seguridad.

Si tiene más preguntas sobre la vestimenta que se espera que use o las normas de higiene y aseo, consulte a su gerente.

## **Política de fumadores**

Los empleados del sitio de trabajo cuyas empresas tengan sus propias políticas de fumadores no están cubiertos por esta política.

Para ofrecerles a nuestros empleados un ambiente confortable de trabajo, se prohíbe el uso de tabaco en todas las áreas del lugar de trabajo. Esto incluye las oficinas, los baños y otras áreas comunes.

## **Cese de la relación laboral**

Si elige dejar su empleo, le pedimos que lo haga por escrito y detalle el motivo, la fecha de entrada en vigor de su renuncia y una dirección de contacto. La empresa le agradecerá que avise con la mayor anticipación posible para poder planificar su reemplazo o reasignar sus obligaciones. Si renuncia sin aviso, le enviaremos su cheque de pago final a la dirección más reciente que tengamos en nuestros registros, a menos que nos haya indicado lo contrario.

Para asegurarse de que TriNet tenga su dirección actualizada, inicie sesión en [login.trinet.com](http://login.trinet.com). Accederá a una sección en la que puede consultar y actualizar su información.

La plataforma TriNet seguirá estando disponible para consultar la información que pueda necesitar después del cese de la relación laboral. Su información de inicio de sesión y contraseña seguirán siendo las mismas, a menos que las cambie.

## Capítulo cuatro: Pago, horas de trabajo y licencias

### Su remuneración

Un pago competitivo es un ingrediente clave para atraer, retener y recompensar la excelencia. Nuestro objetivo es darle una remuneración justa y equitativa por el trabajo que haga. Algunos de los factores que influyen en el pago son las responsabilidades laborales, las necesidades y los recursos de la empresa, los estándares del mercado, y su conducta y desempeño en general. Le recomendamos consultar a su gerente si tiene preguntas sobre las políticas específicas de pago.

### Depósito directo

Puede pedirle a TriNet que deposite automáticamente su cheque de pago en una cuenta de casi cualquier banco. Si lo desea, incluso puede designar hasta cinco cuentas distintas en las que se depositarán directamente porciones especificadas de su cheque de pago.

En el programa de depósito directo, TriNet transfiere los fondos electrónicamente, con vigencia a partir del mismo día en el que recibe su pago habitual. El servicio entra en vigencia después de un período de prueba con su banco que, por lo general, es de uno o dos períodos de pago después de que TriNet recibe la información necesaria para procesar su elección de depósito directo. Esto no se aplica a TriNet.

Puede configurar y administrar sus cuentas de depósito directo a través de [login.trinet.com](http://login.trinet.com). Asimismo, puede establecer o cambiar sus retenciones impositivas para los impuestos a las ganancias federales y estatales.

Si elige usar los servicios de depósito directo de TriNet, tenga en cuenta que, si bien los depósitos directos se acreditan en su cuenta el día de pago establecido, es posible que el depósito no esté disponible hasta que el banco contabilice las transacciones de ese día (por lo general, no lo hace hasta la tarde de la fecha de entrada en vigor). Si esto es un problema para usted, comuníquese con su institución bancaria, ya que es algo que está más allá del control de TriNet.

### Día de pago y cheques de pago

La tecnología le permite recibir información sobre el salario y el día de pago sin demora. Si no elige recibir el depósito directo de su cheque de pago, o si su empresa usa recibos de sueldo impresos, por lo general, recibirá su recibo de sueldo o salario por correo en el transcurso de una semana a partir del final del período de pago correspondiente. Visite [login.trinet.com](http://login.trinet.com) para obtener información específica sobre los cronogramas de los ciclos de pago.

Si sospecha que hay un error en su cheque de pago o si lo pierde, comuníquese de inmediato con su gerente o con el Centro de soluciones de TriNet. Iniciaremos una detención del pago para los cheques extraviados y obtendremos un reemplazo lo más pronto posible después de recibir la autorización del banco.

Como regla, no les damos adelantos ni créditos a los empleados del sitio de trabajo.

### Deducciones de nómina

TriNet clasifica las deducciones de nómina como voluntarias o involuntarias. Las deducciones voluntarias se hacen si usted se inscribe o está inscrito de manera predeterminada en alguno de los siguientes programas o servicios, siempre y cuando sea elegible:

- Seguro de salud de TriNet (médico, dental, de la vista)
- Cuenta de gastos flexibles (FSA) para el cuidado de dependientes o para atención médica de TriNet
- Cuenta de ahorros para la salud (health savings account, HSA) de TriNet
- Seguro de vida básico/complementario de TriNet
- Seguro por discapacidad a corto/largo plazo de TriNet

- Seguro por muerte accidental y pérdida de miembros de TriNet
- Plan de jubilación de TriNet o plan de jubilación de un solo empleador patrocinado por su empresa
- Beneficios para quienes viajan a diario
- Beneficios de MetLife
- Otros beneficios o servicios de TriNet

Su primer cheque de pago después de que TriNet recibe y procesa su inscripción en los beneficios de TriNet puede reflejar deducciones retroactivas para los planes en los que usted se inscribió y entraron en vigencia en su fecha de elegibilidad para recibir los beneficios.

Si es un empleado del sitio de trabajo y participa en un plan médico y, según corresponda, una cuenta de ahorros para la salud (HSA) patrocinada por su empresa y no por TriNet, no será elegible para participar en un plan médico o una HSA patrocinados por TriNet. En ese caso, entienda que su empresa puede pedir que TriNet haga deducciones de su pago para las primas médicas y, si corresponde, para las contribuciones a la HSA asociadas con el plan médico o la HSA patrocinados por su empresa en los que participa. Estas deducciones aparecerán en su comprobante de pago como una cantidad de deducción general y se informarán en función de ello en su Formulario W-2.

Las deducciones involuntarias son las ordenadas por una agencia gubernamental, o por una orden judicial, gravamen o asignación de sueldo que la ley puede exigir que reconozcamos. Algunos ejemplos de deducciones obligatorias que podemos hacer hasta alcanzar la cantidad requerida son:

- Retención de impuestos a las ganancias federales
- Seguridad Social (FICA)
- Seguro Estatal por Discapacidad (State Disability Insurance, SDI) (según corresponda)
- Medicare
- Impuestos locales (según corresponda)
- Manutención infantil (según corresponda)
- Embargos (según corresponda)

El recibo de sueldo le da información del período de pago vigente y del año hasta la fecha sobre cualquier deducción de nómina de su cheque de pago. Para obtener información adicional que lo ayude a comprender su cheque de pago, incluidas las abreviaturas utilizadas para describir las deducciones y otros elementos que aparecen en el recibo de sueldo, visite [login.trinet.com](http://login.trinet.com).

## Horarios y control de horas trabajadas

Su gerente determinará sus horas de trabajo habituales (según corresponda).

Si es un empleado no exento del sitio de trabajo, no debe trabajar fuera de las horas habituales, a menos que tenga la aprobación previa de su gerente. Si no obtiene dicha aprobación previa, puede quedar sujeto a medidas disciplinarias, que pueden incluir el despido.

Cada empleado no exento del sitio de trabajo tiene la responsabilidad de registrar con exactitud, a diario, su horario de trabajo. Por lo tanto, si es un empleado no exento del sitio de trabajo y trabaja fuera de las horas habituales, independientemente de que haya obtenido o no la aprobación previa de su gerente, **debe registrar todas las horas que trabaje**. Por ejemplo, si usa un PDA (como un BlackBerry), un teléfono celular, el correo electrónico o Internet con fines laborales mientras está en casa tanto antes como después de sus horas habituales de trabajo, debe incluir el tiempo que le lleva ese trabajo cuando registre sus horas trabajadas.

A menos que les indiquen lo contrario por escrito, los empleados no exentos del sitio de trabajo, por lo general, deben registrar las horas en las que realmente comienzan a trabajar y terminan de hacerlo durante cada jornada laboral. Por ejemplo, deben registrar:

- La hora en que realmente comienzan a trabajar por primera vez durante una jornada laboral.
- La hora en que realmente dejan de trabajar para ir a comer, si corresponde.
- La hora en que finaliza el período para comer (es decir, cuando reanudan el trabajo), si corresponde.
- La hora en la que realmente dejan de trabajar al final de la jornada laboral.

También deben registrar cualquier otro momento en que comienzan a trabajar o dejan de hacerlo, con excepción de los períodos de descanso pagos. Las horas de inicio y finalización de los períodos de descanso pagos no deben registrarse, a menos que se indique lo contrario por escrito.

Si es un empleado no exento del sitio de trabajo, su gerente le informará el sistema de control de horas trabajadas que debe usar para registrar sus horas. No puede registrar las horas de ninguna otra persona.

Si hay un error en el registro de sus horas, debe comunicarse con su gerente de inmediato para que pueda corregirse. Los gerentes (o sus personas designadas) son responsables de ocuparse de cualquier error en los registros de horas trabajadas y no pueden modificar ningún registro sin el consentimiento expreso por escrito del empleado del sitio de trabajo cuyos registros deben modificarse.

Se prohíbe terminantemente cualquier falsificación de los registros de horas trabajadas o el uso indebido de un sistema de registro. Las violaciones de esta política pueden dar lugar a medidas correctivas, que pueden incluir el despido.

### **Pausas para comer y para descansar**

La provisión y la duración de las pausas para comer y descansar son asuntos que se controlan legalmente, si es que se controlan, por medio de normas estatales. Si es un empleado no exento del sitio de trabajo, comuníquese con su empresa para obtener información sobre sus políticas o prácticas de períodos para comer y para descansar.

### **Horas extras y su remuneración**

Los empleados no exentos del sitio de trabajo son elegibles para recibir el pago de horas extras trabajadas. Lo que constituye las horas extras trabajadas depende del lugar en el que trabaje, ya que existe una norma federal, pero también algunas normas estatales que van más allá de la norma federal. Pídale información a su gerente sobre qué son las horas extras para usted.

Si es un empleado no exento del sitio de trabajo, no debe trabajar horas extras, a menos que tenga la aprobación previa de su gerente. Si no obtiene dicha aprobación, puede quedar sujeto a medidas disciplinarias, que pueden incluir el despido. Sin embargo, las horas extras trabajadas y registradas como tales siempre se pagarán según la tasa de horas extras correspondiente.

Tenga en cuenta que, si es un empleado no exento del sitio de trabajo, no puede consultar el correo electrónico, los mensajes de voz ni otros sistemas de comunicación de la empresa (ya sea a través de una computadora, dispositivo portátil u otro método) después de las horas laborales si dicha actividad genera horas extras y no ha recibido la aprobación previa de su gerente para trabajar horas extras.

Las horas extras deben registrarse al final del día en el que realmente trabajó horas extras. Las horas extras no se pagan a la tasa regular de pago. La tasa de horas extras vigente puede depender de que se apliquen las normas federales o estatales. Pídale a su gerente información sobre su tasa de horas extras.

### **Tiempo compensatorio**

No damos tiempo compensatorio en lugar del pago de horas extras.

## **Asistencias y tardanzas, ausencias remuneradas y no remuneradas (se excluyen las licencias)**

### **Asistencia**

Su horario personal debe organizarse, de ser posible, de modo que incluya las horas laborales establecidas. Si prevé que se ausentará o llegará tarde, debe notificar a su gerente con la mayor antelación posible y, a más tardar, al inicio de la jornada laboral o el turno en el que estará ausente o llegará tarde, a menos que sea imposible. Si no se presenta a trabajar por tres jornadas laborales programadas consecutivas sin informar a su gerente, se considerará que ha abandonado su trabajo y que ha renunciado voluntariamente sin aviso. Además de lo anterior, también debe cumplir con cualquier otra política de asistencia que se aplique a usted.

### **Ausencia remunerada**

Visite [login.trinet.com](http://login.trinet.com) para conocer la política vigente de su empresa sobre las ausencias remuneradas.

### **Elecciones**

Animamos a todos los empleados del sitio de trabajo a participar en el proceso electoral. En la mayoría de los casos, puede votar antes o después del horario laboral. Si un problema de horario hace que esto sea imposible, es posible que pueda ausentarse con la aprobación previa de su gerente. Se respetarán los requisitos legales correspondientes.

### **Ausencia por servicio de jurado o de testigo**

Si tiene la obligación legal de prestar servicio de jurado o de testigo a pedido de un tribunal, informe a su gerente tan pronto como reciba la notificación. En función de la política de su empresa, las ausencias por servicio de jurado o de testigo pueden ser remuneradas o no. Para obtener información sobre el pago, inicie sesión en [login.trinet.com](http://login.trinet.com). En función de las necesidades comerciales, su gerente puede optar por pedirle al tribunal que lo excusen. Si se ausenta del trabajo para prestar servicio de jurado o de testigo, deberá presentar la evidencia del servicio en su empresa cuando regrese; asegúrese de pedirle dicha documentación al tribunal. Se respetarán los requisitos legales correspondientes.

### **Ausencia exigida por el estado**

Muchos estados ofrecen ausencias adicionales remuneradas y no remuneradas. Consulte el Apéndice de su empresa o comuníquese con su representante de RR. HH. de TriNet.

## **Licencias**

### **Consideraciones generales**

Los empleados del sitio de trabajo que necesiten ausentarse del trabajo por siete o más días calendario, por otros motivos además de una PTO (ausencia remunerada) o vacaciones, pueden pedir una licencia. En general, las licencias no son remuneradas, pero el empleado del sitio de trabajo puede usar las vacaciones, la licencia por enfermedad o la PTO, según corresponda, para sustituir una licencia no remunerada. Las licencias pueden darse por diversos motivos, entre ellos: una discapacidad médica propia, una condición médica grave propia o de un familiar calificado, embarazo, proceso de creación del vínculo con un hijo recién nacido, licencia militar o licencias personales que su empresa considere pertinentes.

Para pedir una licencia, debe completar el formulario de solicitud de licencia extendida de dos páginas, disponible para descargar en [login.trinet.com](http://login.trinet.com). Usted debe completar las primeras dos páginas, y su gerente completará la tercera. Después, el gerente enviará el formulario en su nombre.

Los beneficios del seguro médico de TriNet y los acuerdos para su parte de los pagos de primas, si corresponde, pueden verse afectados por la licencia. Comuníquese con su empleador del sitio de trabajo para hacer los pagos de cualquier prima de seguro de la que usted sería normalmente responsable, si corresponde. Esto es especialmente importante si su licencia no es remunerada. En función de la naturaleza de su licencia, es posible que le den instrucciones e información adicionales por separado.

### **Si cesan sus beneficios de salud de TriNet y elige COBRA**

En caso de que cesen sus beneficios de salud de TriNet regulares a raíz de su licencia, será elegible para continuar recibiendo esos beneficios en virtud de la ley COBRA. Le enviaremos un paquete separado de inscripción a COBRA a su casa en caso de que pierda su cobertura. Seguirá recibiendo los beneficios de su seguro médico a través de COBRA si usted lo elige y sigue siendo elegible para la continuidad de la cobertura de COBRA. Ningún contenido de este paquete garantiza la cobertura de COBRA, ya que usted sigue siendo el responsable exclusivo de cumplir con ciertos requisitos de elegibilidad según COBRA para mantener la cobertura de COBRA a través de TriNet.

Con la continuidad de la cobertura de COBRA, a menos que regrese al trabajo el primer día del mes, sus beneficios médicos, dentales o de la vista de COBRA continuarán hasta el final del mes durante el cual regresa al trabajo, y sus beneficios de salud de TriNet regulares se reanudarán el primer día del mes siguiente a la fecha en la que regrese al trabajo. Usted será responsable de pagar la continuidad de la cobertura de COBRA de ese mes hasta el último día del período de gracia provisto de acuerdo con COBRA.

Si no elige COBRA para el mes en que regresó al trabajo, sus beneficios se restaurarán automáticamente con vigencia a partir de la fecha en la que regrese al trabajo.

### **Si cesan sus beneficios de salud de TriNet y no elige COBRA**

Si cesan sus beneficios de salud de TriNet regulares a raíz de su licencia y no elige continuar recibéndolos en virtud de COBRA, sus beneficios se restaurarán automáticamente a partir de la fecha en la que regrese al trabajo.

### **Cambios en la situación de vida**

Durante el período de licencia, es posible que se produzca un evento aceptable que cambie su situación de vida y le permita hacer cambios en su cobertura de beneficios de TriNet. Por ejemplo, podría tener un hijo y decidir agregarlo como dependiente cubierto. En función de la naturaleza de su cobertura de beneficios en el momento en el que cambie su situación de vida, puede hacer el cambio en línea a través de la plataforma TriNet o comunicándose con el Centro de soluciones de TriNet.

Si en el momento del cambio de situación de vida usted aún recibe los beneficios regulares y activos de TriNet, el cambio puede hacerse en línea a través de la plataforma TriNet en *login.trinet.com*. Si en el momento del cambio de situación de vida usted recibe los beneficios porque eligió la cobertura a través de COBRA, puede hacer el cambio comunicándose con el Centro de Soluciones de TriNet. En cualquiera de los casos, tiene 30 días (60 días desde el nacimiento, la adopción o el evento del SCHIP [programa estatal de seguro médico para niños]) desde la fecha del cambio de situación de vida para pedir cualquier cambio correspondiente.

### **FSA para atención médica**

Si usted se toma una licencia no remunerada, tiene tres opciones para su FSA para atención médica de TriNet:

- Puede dejar de contribuir a su FSA para atención médica. Los gastos que se generen después del comienzo de su licencia no remunerada no son elegibles para su reembolso. Cuando vuelva a trabajar, las contribuciones sobre la nómina de su FSA para atención médica se reanudarán si regresa dentro del mismo año del plan. Las contribuciones restantes sobre la nómina del año del plan se ajustarán para compensar las contribuciones que no hizo durante su licencia no remunerada.
- Mientras está de licencia, puede continuar haciendo contribuciones después de los impuestos a través de COBRA enviando cheques personales o giros postales a TriNet. Puede continuar generando gastos elegibles durante su licencia no remunerada. Las contribuciones restantes sobre la nómina del año del plan se ajustarán para tomar en consideración las contribuciones después de impuestos.

- Antes de que comience la licencia no remunerada, puede contribuir haciendo un pago único de reducción de salario antes de impuestos y, luego, durante su licencia, puede continuar generando gastos elegibles. Esta opción solo está disponible si envía un aviso 30 días antes de la fecha de inicio de su licencia. Cuando vuelva a trabajar, las contribuciones sobre la nómina de su FSA para atención médica se reanudarán si regresa dentro del mismo año del plan. Las contribuciones restantes sobre la nómina del año del plan se ajustarán para tomar en consideración su contribución de pago único.

### **FSA para el cuidado de dependientes**

Si eligió la FSA para el cuidado de dependientes de TriNet, no podrá continuar reclamando los reembolsos correspondientes al período durante el cual esté de licencia no remunerada. Cuando vuelva de la licencia, volverá a estar inscrito automáticamente en la FSA para el cuidado de dependientes y volverá a hacer contribuciones para ser elegible para recibir reembolsos de futuros reclamos.

### **Plan de jubilación**

Si recibe su pago mientras está de licencia, las contribuciones sobre la nómina de su plan de jubilación (p. ej., el plan 401(k)) continuarán, a menos que le informe al personal de RR. HH. de su sitio de trabajo que deje de hacerlas o que las modifique. Si se toma una licencia no remunerada, las contribuciones sobre la nómina de su plan de jubilación se suspenderán. Cuando vuelva a trabajar, las contribuciones se reanudarán con la misma tasa, a menos que le informe al personal de RR. HH. de su sitio de trabajo sobre cualquier cambio.

A falta de circunstancias atenuantes, el hecho de no volver a trabajar dentro de los tres días consecutivos después de la finalización de una licencia aprobada se considerará una renuncia voluntaria.

### **Servicio militar**

Si ingresa a una división de las Fuerzas Armadas de los Estados Unidos, o si es miembro de la reserva de las Fuerzas Armadas de EE. UU. o la Guardia Nacional, tiene derecho a tomarse una licencia. La Ley de Derechos de Empleo y Reempleo de los Servicios Uniformados de 1994 (Uniformed Services Employment and Reemployment Rights Act, USERRA) da derechos de licencia mejorados y protecciones laborales para los empleados del sitio de trabajo que se ausenten debido al servicio militar. La USERRA prohíbe la discriminación en el ámbito de trabajo y las represalias contra toda persona que haya sido, sea o se postule para ser miembro de los servicios uniformados, o contra quien preste o tenga la obligación de prestar un servicio en los servicios uniformados. Además, varias leyes estatales también dan derechos de licencias para los empleados del sitio de trabajo que pidan días libres para prestar servicios militares. Para obtener más información sobre la USERRA o una ley estatal similar, consulte a su representante de RR. HH. de TriNet.

### **Licencia por maternidad**

Algunos estados dan derechos de licencia específicos por embarazo, nacimiento y condiciones médicas relacionadas. Para obtener más información, consulte las políticas adicionales de la empresa o comuníquese con el Centro de Soluciones de TriNet.

### **Ley de Ausencia Familiar y Médica (FMLA)**

Las empresas que contraten a 50 empleados o más en un radio de 75 millas pueden estar cubiertas por la Ley de Ausencia Familiar y Médica (Family and Medical Leave Act, FMLA). Si el motivo de su licencia laboral es una condición médica grave, ya sea que la padezca usted o algún familiar que califique, puede ser elegible para tomarse una licencia en virtud de la FMLA. La FMLA exige que los empleadores cubiertos les den hasta 12 semanas de licencia no remunerada, con protección del puesto de trabajo, a los empleados elegibles por ciertos motivos médicos o familiares. Además, la FMLA les da hasta 26 semanas de licencia a los cuidadores de miembros del servicio militar como se describe al final de esta sección.



Los empleados del sitio de trabajo elegibles para obtener una licencia en virtud de la FMLA deben:

- Haber trabajado, al menos, 12 meses en la empresa.
- Tener un mínimo de 1,250 horas trabajadas durante los 12 meses inmediatamente previos al comienzo de la licencia.
- Ser empleados de una empresa que tenga 50 empleados del sitio de trabajo o más en un radio de 75 millas del sitio de trabajo.
- La licencia en virtud de la FMLA está disponible por un período de 12 meses consecutivos, contabilizados hacia atrás desde la fecha en la que comienza la licencia de la FMLA, a menos que su empresa designe otro período específico de 12 meses.

**Motivos que califican.** Si es elegible, puede obtener una licencia de la FMLA no remunerada por los siguientes motivos:

- Cuidar a su hijo después del nacimiento.
- Cuidar a un niño recién colocado con usted en adopción o tutela temporal.
- Cuidar a su cónyuge, incluidos los cónyuges o concubinos del mismo sexo, su hijo/a o su padre o madre que tenga una condición médica grave.
- Cuando una condición médica grave le impida hacer una o más de las tareas esenciales de su puesto.
- Debido a una exigencia aceptable, según lo determinado por la Secretaría de Trabajo de los EE. UU. (U.S. Secretary of Labor), como consecuencia del hecho de que su cónyuge, hijo, hija o padre/madre esté prestando servicio activo cubierto o haya recibido la notificación de una llamada u orden inminente para prestar servicio activo cubierto, lo que requiere el desplazamiento de las Fuerzas Armadas a un país extranjero. Además, puede tomarse la licencia para cuidar al padre/madre de un miembro del servicio militar que es incapaz de cuidarse a sí mismo/a cuando el cuidado se requiere debido al servicio activo cubierto del miembro.
- Cuidar a un miembro del servicio militar cubierto que tenga una lesión o enfermedad grave si usted es el cónyuge, hijo, hija, padre/madre o pariente más cercano del miembro del servicio militar (licencia para cuidadores de miembros del servicio militar).

**Beneficios adicionales y de reemplazo de sueldo.** Al tomarse una licencia no remunerada en virtud de la FMLA, debe determinar si será elegible para usar o recibir los siguientes beneficios de reemplazo de sueldo:

- La **PTO** es una ausencia remunerada que puede estar disponible y que su empresa puede exigirle que se tome antes de obtener una licencia no remunerada en ciertas circunstancias.
- La licencia por **vacaciones o enfermedad** es una licencia remunerada que puede estar disponible si su empresa la ofrece en lugar de un beneficio combinado de PTO y que su empresa puede exigirle que se tome antes de obtener una licencia no remunerada en ciertas circunstancias.
- El **STD** es un seguro por discapacidad a corto plazo que puede cubrirlo ante ciertas enfermedades o accidentes pero, para eso, su empresa debe abonar el STD de TriNet, o usted debe elegir de manera voluntaria el beneficio de STD pagado por el empleado del sitio de trabajo de TriNet. Además, algunos estados estipulan beneficios por discapacidad a corto plazo (SDI). El SDI es un seguro estatal por discapacidad que, antes de estar disponible, puede exigirle que use su licencia correspondiente o acumulada. Para determinar si el estado en el que trabaja ofrece el SDI, consulte a su gerente o representante de RR. HH. de TriNet.

- El **LTD** es un seguro por discapacidad a largo plazo que puede cubrirlo ante ciertas enfermedades o accidentes (está disponible después de agotar los beneficios de su cobertura de STD/SDI) pero, para eso, su empresa debe abonar el LTD de TriNet, o usted debe elegir de manera voluntaria el beneficio de LTD pagado por el empleado del sitio de trabajo de TriNet.
- El **seguro de compensación para trabajadores** puede darle beneficios en caso de lesiones o enfermedades laborales.
- El **seguro por licencia familiar pagado por el estado** puede darle beneficios cuando esté a cargo del cuidado de un familiar calificado que tenga una condición médica grave, o durante el proceso de creación del vínculo afectivo con su hijo recién nacido, el niño que le acaban de asignar para tutela temporal o su hijo adoptivo. Para saber si el estado en el que trabaja da beneficios de licencia familiar remunerada, consulte a su gerente o representante de RR. HH. de TriNet.

**Seguimiento e integración.** Se considera que una licencia comienza el primer día en el que el empleado no puede trabajar, aunque use una PTO, una licencia por vacaciones o una licencia por enfermedad mientras está en el período de espera para obtener un STD, SDI o LTD. Además, si usa una PTO/licencia por vacaciones/licencia por enfermedad y recibe otros beneficios de reemplazo de sueldo, integraremos su PTO/licencia por vacaciones/licencia por enfermedad a sus otros beneficios de reemplazo de sueldo; de este modo, recibirá una cantidad que puede igualar el 100 % de su sueldo, pero no lo superará.

**Licencia intermitente y de horario reducido.** La licencia de la FMLA puede tomarse de manera intermitente o puede ser una licencia de horario reducido si el motivo de esta es una exigencia aceptable, o si tiene una condición médica grave, está a cargo del cuidado de un familiar con condición médica grave o tiene una licencia para cuidadores de miembros del servicio militar.

- La licencia **intermitente** es una licencia que se toma en bloques separados de tiempo debido a un motivo, una enfermedad o una lesión aceptable.
- La licencia de **horario reducido** es un horario en el cual la cantidad de horas de trabajo diarias o semanales es menor a la cantidad habitual. La cantidad de días de licencia tomados con este criterio reducirá la cantidad de días totales que le corresponden de acuerdo con la cantidad de días de licencia que realmente se tome.

Cuando la FMLA no es remunerada, ya sea porque no hay una licencia remunerada disponible o porque eligió no sustituir la licencia remunerada, la empresa reducirá su sueldo según la cantidad de tiempo real que haya trabajado. Además, mientras tenga una licencia intermitente o de horario reducido, la empresa puede transferirlo a un puesto alternativo disponible que se ajuste mejor a su licencia actual y que tenga beneficios y un sueldo equivalentes.

**Cómo pedir una licencia de la FMLA.** Si la licencia médica familiar que pide es previsible según un nacimiento previsto, una colocación para adopción o tutela temporal, un tratamiento médico planeado por una condición médica grave suya o de un familiar, o un tratamiento médico planeado por una lesión o enfermedad graves de un miembro del servicio militar cubierto, debe avisar a la empresa con un mínimo de 30 días de anticipación, si es posible. Le pedimos que, para hacer este aviso, complete el formulario Extended Leave of Absence Request (formulario de solicitud de licencia extendida) que está disponible en la página [login.trinet.com](http://login.trinet.com). Complete todos los campos obligatorios y envíe el formulario a su gerente o al representante de RR. HH. de su empresa. Si la licencia no es previsible, debe avisar lo más pronto posible (generalmente dentro del mismo día hábil o el siguiente desde que se enteró del motivo por el cual pide la licencia).

- En el caso de una licencia previsible debido a una exigencia aceptable, se debe dar aviso lo más pronto posible, sin importar cuánta sea la anticipación con la que la licencia es previsible.
- Si está planeando un tratamiento médico, primero debe consultar a la empresa sobre las fechas de dicho tratamiento.

- Si pide una licencia por una condición médica grave suya, de un hijo o una hija, su cónyuge o su padre o madre, o una licencia para cuidadores de miembros del servicio militar, debe enviar un certificado médico por escrito firmado por su proveedor de atención médica. TriNet le dará un formulario de certificación apropiado, según sea necesario. Las órdenes de viaje por invitación (invitational travel orders, ITO) o las autorizaciones de viaje por invitación (invitational travel authorizations, ITA) se aceptarán como certificado suficiente para obtener una licencia para cuidadores de miembros del servicio militar. Los empleados del sitio de trabajo que se tomen una licencia por una exigencia aceptable también deben entregar un certificado por escrito que justifique el motivo. Debe entregar cualquier certificación necesaria dentro de los 15 días calendario desde que se la pidieron, a menos que no sea posible debido a circunstancias particulares, a pesar de sus esfuerzos diligentes y de su buena voluntad. Si no presenta el certificado médico en el plazo correspondiente, se puede rechazar o demorar la licencia.
- Es posible que le pidan que entregue una recertificación de su condición médica grave en intervalos razonables, pero no más que cada 30 días y, generalmente, no antes de la duración mínima de la condición médica grave que se indicó en el certificado original. Durante una ausencia por una condición médica grave suya, debe reportarse al menos cada 2 semanas con su gerente e informarle su estado de salud y las perspectivas de volver a trabajar.
- Si pidió la licencia por una condición médica grave suya, será necesario que presente un alta médica cuando vuelva a trabajar.

**Beneficios y protección laboral.** Durante una licencia de la FMLA aceptable, TriNet continuará dándole los beneficios de salud del grupo TriNet habituales, al mismo nivel y bajo las mismas condiciones que antes de la licencia de la FMLA, siempre y cuando se paguen las partes de las primas suyas y de la empresa. Sin embargo, si elige no volver a trabajar durante, al menos, 30 días calendario después de la finalización del período de licencia, es posible que le pidan que le devuelva a la empresa el importe de las primas de los beneficios del plan de salud de TriNet pagado por la empresa para que TriNet pueda mantener sus beneficios de salud habituales durante la licencia de la FMLA aceptable, a menos que no pueda volver a trabajar por una condición médica grave suya o de un familiar con cobertura, o bien por otras circunstancias que estén fuera de su alcance. La acumulación de la PTO/licencia por vacaciones/licencia por enfermedad y el pago por vacaciones quedará suspendida durante cualquier parte sin pagar de su licencia de la FMLA, y se reanudará en el momento en el que vuelva a trabajar de manera activa. El uso de la licencia de la FMLA no dará lugar a la pérdida de ningún beneficio laboral que haya ganado antes del comienzo de la licencia. Al regresar de su licencia de la FMLA, lo reincorporarán en su puesto de trabajo o en un puesto similar, con un sueldo, beneficios y otros términos de empleo equivalentes, a menos que no lo hubieran empleado en el momento en el que se pide la reincorporación, no entregue un permiso por escrito de su proveedor de atención médica (si es necesario) o se aplique otra excepción.

Si un empleado del sitio de trabajo es despedido durante una licencia de la FMLA, se terminará la relación laboral, y la responsabilidad de la empresa de continuar con la licencia, la responsabilidad de TriNet de mantener los beneficios de salud del grupo y la responsabilidad de la empresa de reincorporar al empleado del sitio de trabajo cesarán en el momento del despido.

**Excepción para empleados con sueldos altos:** Los empleados con sueldos altos (es decir, los empleados exentos del sitio de trabajo que estén dentro del 10 % de los empleados con los sueldos más altos entre los empleados del sitio de trabajo exentos y los no exentos, o dentro de las 75 millas del sitio de trabajo) no serán reincorporados en su puesto anterior ni en un puesto equivalente después de la licencia si la reincorporación laboral le ocasionará a la empresa daños económicos sustanciales y graves. La empresa hará esta determinación específica de los hechos observando cada caso. En el momento en el que pida una licencia de la FMLA, la empresa le notificará si califica como un empleado con sueldo alto.

## Definiciones

Una **condición médica grave** es una enfermedad, lesión, discapacidad, o afección mental o física que requiere:

1. Atención hospitalaria (en la que sea necesario pasar la noche) en un hospital, centro de cuidados paliativos o centro de atención médica residencial, incluido cualquier período de incapacidad (es decir, incapacidad para trabajar, ir a la escuela o hacer las actividades diarias habituales) o cualquier tratamiento posterior que esté relacionado con la hospitalización.
2. Un tratamiento prolongado a cargo de un proveedor de atención médica que incluya uno o más de los siguientes:
  - a. Un período de incapacidad de más de tres días calendario consecutivos completos y cualquier tratamiento posterior o período de incapacidad que esté relacionado con la misma condición, que también implique: (i) dos o más sesiones de tratamiento dentro de los 30 días desde el primer día de incapacidad (a menos que surjan circunstancias atenuantes) a cargo de un proveedor de atención médica, un enfermero bajo la supervisión directa de un proveedor de atención médica o un proveedor de servicios de atención médica (p. ej., un fisioterapeuta) que siga las órdenes o haya sido derivado por un proveedor de atención médica, o (ii) tratamiento a cargo de un proveedor de atención médica en, al menos, una ocasión que dé lugar a un régimen de tratamiento continuo bajo la supervisión del proveedor de atención médica.
  - b. Todo período de incapacidad o tratamiento por incapacidad debido a una condición médica grave y crónica que: (i) requiera visitas periódicas (al menos dos visitas al año) para su tratamiento a cargo de un proveedor de atención médica o un enfermero bajo la supervisión directa del proveedor de atención médica; (ii) continúe durante un período prolongado (incluidos los episodios recurrentes de una única condición subyacente).
  - c. Pueda causar episodios de incapacidad, en vez de un período de incapacidad continuo (p. ej., asma, diabetes, epilepsia, etc.).
  - d. Un período de incapacidad que es permanente o a largo plazo debido a una condición cuyo tratamiento puede no ser efectivo, como en el caso de la enfermedad de Alzheimer, un accidente cerebrovascular grave o las etapas terminales de una enfermedad. El empleado del sitio de trabajo o el familiar deben estar bajo la supervisión continua de un proveedor de atención médica, pero no es necesario que requieran un tratamiento activo.
  - e. Todo período de ausencia para recibir varios tratamientos (que incluye todo período de recuperación) a cargo de un proveedor de atención médica o un proveedor de servicios de atención médica que siga las órdenes o que haya sido derivado por un proveedor de atención médica, ya sea para (i) una cirugía reconstructiva después de un accidente u otra lesión, o (ii) una condición que seguramente daría lugar a un período de incapacidad de más de tres días calendario consecutivos completos debido a la ausencia de una intervención o un tratamiento médico.

La licencia tomada por una enfermedad o lesión laboral está cubierta por esta política y se contabilizará para determinar si usted agotó su derecho al período correspondiente de 12 meses en virtud de la FMLA.

- Una **exigencia aceptable como consecuencia de un servicio activo cubierto** hace referencia a uno o más de los siguientes: (a) usar hasta siete días calendario para tratar cuestiones que surjan de un despliegue militar con poco aviso (siete días calendario o menos); (b) asistir a eventos militares y otras actividades patrocinadas o promovidas por las Fuerzas Armadas, organizaciones del servicio militar o la Cruz Roja Americana, que estén vinculadas con el servicio de cobertura activa del miembro del servicio militar o el llamado para prestar servicio activo cubierto; (c) hacer ciertas actividades escolares y de cuidado infantil, incluso coordinar un cuidado infantil alternativo, cuidar niños de manera urgente, inscribir a un niño o transferirlo a una escuela o una guardería infantil nuevas, y asistir a las reuniones del equipo escolar o de la guardería infantil; (d) hacer o actualizar acuerdos legales o financieros, o actuar como miembro representante del servicio militar ante una agencia federal, estatal o local, para obtener, acordar o pedir beneficios del servicio militar, mientras

el miembro del servicio militar está en servicio activo cubierto o ha sido llamado bajo la condición de servicio activo cubierto, y durante un período de 90 días después de la finalización de dicha condición; (e) asistir al asesoramiento necesario debido a los servicios activos cubiertos o el llamado bajo la condición de servicio activo de un miembro del servicio militar; (f) acompañar por un máximo de quince días a un miembro del servicio militar que tenga una licencia a corto plazo, temporal o de recuperación, dentro del período de despliegue; (g) asistir a ceremonias oficiales o programas patrocinados por el servicio militar por un período de 90 días después de la finalización de la condición de servicio militar activo cubierto del miembro, o tratar las cuestiones que surjan debido a la muerte de un miembro del servicio militar mientras estaba cumpliendo sus tareas en condición de servicio activo; (h) asistir a otros eventos que surjan del servicio militar activo cubierto del miembro del servicio o el llamado para prestar servicio militar activo cubierto siempre que el empleador y el empleado del sitio de trabajo acuerden que dicha licencia debe calificar como una exigencia, y estén de acuerdo en el tiempo y la duración de la licencia; y (i) cuidar al padre o la madre del cónyuge, padre/madre o hijo/a del miembro del servicio militar que es incapaz de cuidarse a sí mismo/a cuando dicho cuidado es solicitado por el servicio militar activo cubierto del miembro.

**Licencia para cuidadores de miembros del servicio militar.** La FMLA les da a los empleados elegibles del sitio de trabajo el derecho de obtener una licencia para cuidar a un miembro del servicio militar cubierto que tenga una lesión o enfermedad graves. Usted debe ser el cónyuge, hijo, hija, padre, madre o pariente más cercano del miembro del servicio militar.

Un **miembro del servicio militar cubierto** hace referencia a lo siguiente:

1. Un miembro de las Fuerzas Armadas (incluidos los miembros de la Guardia Nacional o las Reservas) que esté en tratamiento médico, recuperación o terapia, esté en condición de paciente ambulatorio o esté en la lista de jubilados temporales por discapacidad, por una lesión o enfermedad graves.
2. Un veterano cubierto que esté en tratamiento médico, recuperación o terapia debido a una lesión o enfermedad graves, y que haya sido miembro de las Fuerzas Armadas (incluidos los miembros de la Guardia Nacional o las Reservas) en cualquier momento durante un período de 5 años antes de la fecha en la que el veterano hace dicho tratamiento médico, recuperación o terapia. Hay distintas reglas para calcular el tiempo según si el veterano fue dado de baja antes del 8 de marzo de 2013. El veterano en cuestión debió ser dado de baja por motivos que no hayan sido deshonorosos.

**Condición de paciente ambulatorio para un miembro del servicio militar cubierto** hace referencia al estado de un miembro de las Fuerzas Armadas asignado a:

- Un centro de tratamiento médico militar en condición de paciente ambulatorio.
- Una unidad establecida con el propósito de comandar y controlar a los miembros de las Fuerzas Armadas que reciben atención médica en condición de pacientes ambulatorios.

**Una lesión o enfermedad grave de un miembro del servicio militar significa:**

1. En el caso de un miembro de las Fuerzas Armadas (incluidos los miembros de la Guardia Nacional o las Reservas), una lesión o enfermedad que tuvo el miembro del servicio militar cubierto durante el cumplimiento de su deber en servicio activo (o que tuvo antes de comenzar el servicio activo, y se agravó debido al servicio durante el cumplimiento de su deber prestando servicio activo en las Fuerzas Armadas) y que puede hacer que el miembro del servicio militar no esté médicamente apto para hacer las tareas del oficio, gracia, rango o clasificación del miembro del servicio militar.
2. En el caso de un veterano cubierto que haya sido miembro de las Fuerzas Armadas (incluidos los miembros de la Guardia Nacional y las Reservas) en cualquier momento durante el período de 5 años descrito arriba, una lesión o enfermedad aceptable (como lo define la Secretaría de Trabajo) que tuvo el miembro del servicio militar durante el cumplimiento de su deber en servicio activo en las Fuerzas Armadas (o que tuvo antes de comenzar el servicio activo y se agravó durante el cumplimiento de su deber en el servicio activo en las Fuerzas Armadas) y que se manifestó antes o después de que el miembro se convirtiera en veterano, y como se describe en más detalle en el reglamento.

Un veterano es una persona que sirvió de manera activa en el servicio militar, naval o aéreo, y que fue dado de baja de sus tareas por motivos que no hayan sido deshonrosos.

Un empleado del sitio de trabajo elegible puede tomarse hasta 26 semanas de trabajo de licencia en un período de 12 meses para cuidar a un miembro del servicio militar, el cual comenzará el primer día en el que el empleado del sitio de trabajo se tome la licencia para cuidar al miembro del servicio militar y finalizará 12 meses después de esa fecha. Si un empleado del sitio de trabajo no se toma las 26 semanas de licencia completas que le corresponden para cuidar al miembro del servicio militar cubierto durante ese único período de 12 meses, el tiempo restante de esas 26 semanas de licencia que le corresponden para cuidar al miembro del servicio militar se perderá. Durante ese período de 12 meses, los empleados del sitio de trabajo también pueden tomarse licencias por otros motivos aceptables en virtud de la FMLA. Una licencia para cuidar a un miembro del servicio militar lesionado o enfermo combinada con otra licencia aceptable en virtud de la FMLA no podrá superar las 26 semanas dentro del período único de 12 meses. La licencia para cuidadores de miembros del servicio militar se puede tomar al mismo tiempo que otras licencias, según lo estipula la ley federal y estatal.

El derecho a la licencia para cuidadores de miembros del servicio militar se aplica por miembro del servicio militar cubierto y por lesión; de este modo, el empleado del sitio de trabajo tiene derecho a tomarse más de un período de 26 semanas de trabajo de licencia, si la licencia es para cuidar a distintos miembros del servicio militar cubiertos o para cuidar al mismo miembro del servicio militar con una lesión o enfermedad graves posteriores, con la salvedad de que el empleado del sitio de trabajo no podrá tomarse más de 26 semanas de licencia dentro del período único de 12 meses.

Si ambos cónyuges son empleados de la empresa y piden una licencia por nacimiento, adopción o colocación de un niño (con el fin de crear un vínculo afectivo), solo podrán tomarse un total combinado de 12 semanas de licencia por dichos motivos dentro de un período de 12 meses. Además, si ambos cónyuges son empleados de la empresa y se toman una licencia para cuidadores de miembros del servicio militar, la cantidad de días de licencia para cuidadores de miembros del servicio militar en combinación con cualquier licencia para crear un vínculo afectivo no podrá superar el total de 26 semanas dentro del período único de 12 meses en el que se toma la licencia para cuidadores de miembros del servicio militar.

**Nota:** En este caso, la combinación total de días de licencia que el empleado del sitio de trabajo se puede tomar para crear un vínculo afectivo no podrá superar las 12 semanas.

### **Licencia por servicio militar según las leyes estatales**

Cada vez más estados ofrecen licencias para los familiares de los miembros del servicio militar. Los derechos para recibir dichas licencias varían según el estado. Consulte a su representante de RR. HH. de TriNet para obtener más información sobre las licencias de su estado.

### **Licencia para recuperarse de una discapacidad legalmente reconocida o de una lesión laboral**

Habrán una licencia disponible, en caso de ser necesario, para hacer adaptaciones razonables para los empleados del sitio de trabajo que tengan una lesión o discapacidad laboral, en virtud de la ley estatal o federal. Dichas licencias normalmente no son remuneradas y su disponibilidad varía según las circunstancias de cada caso en particular. Consulte a su gerente o representante de RR. HH. de TriNet para obtener información específica sobre la elegibilidad, los requisitos y los derechos de reincorporación para dichas licencias. Además, recuerde que todas las lesiones laborales o aquellas ocurridas en el sitio de trabajo deben reportarse de inmediato a su gerente.

### **Reincorporación al trabajo**

Si se toma cualquier tipo de licencia debido a una condición médica grave suya, debe darle a su gerente un alta médica del médico tratante al momento de regresar a trabajar.

### **Preguntas**

Si tiene alguna pregunta sobre cualquiera de las licencias que se mencionaron arriba, comuníquese con su representante de RR. HH. de TriNet.

## Capítulo cinco: Seguridad

Todos los empleados del sitio de trabajo deben colaborar para que el lugar de trabajo sea un sitio seguro, agradable y libre de riesgos de cualquier tipo. Confiamos en que usted colaborará para hacer que la empresa sea un lugar de trabajo agradable y seguro. Como empleado del sitio de trabajo, está sujeto no solo a las políticas que se establecen abajo, sino también a toda política de seguridad que su empresa estipule. Para consultar dichas políticas, ingrese a [login.trinet.com](http://login.trinet.com).

### Qué hacer si tiene una lesión laboral

Informe cualquier lesión a su gerente o supervisor de manera inmediata o tan pronto como sea posible. El gerente debe informar la lesión a través de la línea dedicada a informar lesiones de TriNet: 1.866.443.8489. Los representantes de TriNet están disponibles para atender llamadas las 24 horas del día, los 7 días de la semana. Si necesita atención médica de emergencia, diríjase al centro médico más cercano o llame al 911. De cualquier modo, la lesión debe informarse dentro de las 24 horas desde que ocurrió para que el reclamo pueda ser reportado a la empresa de compensación para trabajadores de TriNet.

En el caso de que ocurra una muerte en el lugar de trabajo, además de notificar al gerente y a TriNet, debe notificar a la Administración de Salud y Seguridad Ocupacional (Occupational Safety and Health Administration, OSHA) dentro de las ocho horas siguientes desde que ocurrió el accidente mortal. Línea telefónica gratuita de OSHA: 800.321.6742.

### Política de seguridad en el lugar de trabajo y contra la violencia

La empresa tiene el compromiso de darles a sus empleados del sitio de trabajo un lugar de trabajo libre de violencia. Para mantener este compromiso, ha establecido una política antiviolencia que prohíbe la violencia real o las amenazas hechas por empleados del sitio de trabajo a sus compañeros o a otras personas, y se aplica a las conductas dentro y fuera de la empresa. La política también pretende promover la seguridad en el lugar de trabajo al tratar situaciones en las que las personas ajenas entran al lugar de trabajo y participan en actos violentos o amenazan con violencia a los empleados del sitio de trabajo. Aunque algunos tipos de violencia son el resultado de problemas sociales que están fuera de nuestro alcance, la empresa considera que puede adoptar ciertas medidas que protegerán a los empleados del sitio de trabajo. Todo empleado del sitio de trabajo que cometa o amenace con cometer algún acto de violencia hacia cualquier persona mientras esté en las instalaciones de la empresa o en el trabajo será despedido de inmediato.

Se les exige a los empleados del sitio de trabajo que informen de inmediato cualquier incidente que implique una amenaza de violencia o un acto de violencia a su gerente, o a otro gerente o funcionario de la empresa. Si tiene conocimiento de un acto de violencia inminente, una amenaza de violencia inminente o violencia real, busque ayuda de emergencia de inmediato. En tales situaciones, debe comunicarse con su gerente y, cuando corresponda, comuníquese con las autoridades policiales llamando al 911. Si su gerente no está disponible en ese momento, debe informar de inmediato a otro gerente de la empresa o a TriNet para que se puedan tomar las medidas correspondientes.

Del mismo modo, si los empleados del sitio de trabajo se enteran de alguna amenaza a la seguridad en el lugar de trabajo o identifican algún método para aumentar la seguridad en el lugar de trabajo, deben informárselo a su gerente, u otro gerente o funcionario de la empresa. Los empleados del sitio de trabajo deben informar cualquier preocupación que tengan sin temor a sufrir represalias de ningún tipo. Además, los empleados del sitio de trabajo pueden informar tales situaciones de manera anónima.

### Lugar de trabajo libre de drogas

Todos somos responsables de mantener un entorno de trabajo seguro y eficiente. Es por eso que estas normas se aplican a todos los empleados del sitio de trabajo. Su empresa puede tener otras políticas y disposiciones que usted deberá cumplir y están detalladas en [login.trinet.com](http://login.trinet.com).

Los empleados del sitio de trabajo que trabajen bajo los efectos de drogas o alcohol presentan una amenaza para su propia seguridad y la de sus compañeros. Debe actuar como una persona responsable y presentarse a trabajar apto para hacer sus tareas laborales. La presencia de drogas y alcohol en el lugar de trabajo afecta nuestra capacidad de prestar un servicio de alta calidad a nuestros clientes, y esta conducta no será tolerada. Todo empleado del sitio de trabajo que se involucre en alguno de los siguientes comportamientos quedará sujeto a medidas disciplinarias, que pueden llegar a incluir el despido:

- El consumo, la posesión, la venta o el pedido de drogas ilegales mientras está en horario laboral, en las instalaciones de la empresa o en tiempo de la empresa.
- El consumo o la posesión ilegal de alcohol mientras está en horario laboral, en las instalaciones de la empresa o en tiempo de la empresa.
- Presentarse a trabajar bajo los efectos de alcohol o drogas ilegales.

Se permite el uso legal de medicamentos recetados o de venta libre que no afecten la capacidad del empleado del sitio de trabajo para hacer sus tareas laborales esenciales de manera efectiva y que no pongan en riesgo al empleado del sitio de trabajo ni a otras personas en el lugar de trabajo. Está estrictamente prohibido el uso indebido o el abuso de medicamentos recetados o de venta libre.

Les recomendamos a los empleados del sitio de trabajo que tengan problemas de dependencia con el alcohol o las drogas que aprovechen el programa gratuito y confidencial de Asistencia para Empleados del Sitio de Trabajo (Worksite Employee Assistance Program, EAP), que se describe en la Guía y en la plataforma TriNet. Un empleado del sitio de trabajo que tenga un problema con las drogas o el alcohol puede pedir la aprobación para tomarse una licencia no remunerada para participar en un programa de rehabilitación. Se le dará la licencia si la ausencia no impone una inconveniencia excesiva para la empresa. Sin embargo, la empresa puede terminar la relación laboral con el empleado del sitio de trabajo sin darle la oportunidad de participar en un programa de rehabilitación si el consumo de drogas o alcohol del empleado le impide hacer sus tareas laborales, o pone en riesgo su salud o seguridad, o la salud o seguridad de otros.

Para garantizar un lugar de trabajo seguro y libre de drogas, la empresa tiene el derecho de inspeccionar a los empleados del sitio de trabajo mientras están trabajando o en las instalaciones de la empresa, incluidas las personas, los escritorios, los casilleros o los bienes personales, siempre que la ley vigente lo permita. Además, tenemos derecho a investigar cualquier posible violación de esta política. Si alguien se rehúsa a cooperar con una investigación de este tipo (que puede incluir exámenes médicos para detectar el consumo de drogas o alcohol), la empresa puede decidir tomar medidas disciplinarias con el empleado del sitio de trabajo. Si no da su consentimiento o si no coopera con alguna de estas medidas, podría quedar sujeto a procedimientos disciplinarios, que incluyen hasta el despido.

Si un empleado del sitio de trabajo se declara culpable de un cargo sobre drogas que ocurrió en el lugar de trabajo, se debe notificar a TriNet dentro de los cinco días posteriores. Después de recibir la notificación del hecho, la empresa debe tomar las medidas correspondientes, que podrían incluir acciones disciplinarias, incluido el despido.



## Capítulo seis: Beneficios de TriNet

### Aplicabilidad

Este capítulo se aplica solo a los empleados del sitio de trabajo elegibles para recibir los beneficios cuya empresa tiene un contrato con TriNet para participar en el plan de beneficios de TriNet. Cualquier empleado que TriNet no reconozca como empleado elegible del sitio de trabajo no será elegible para recibir los beneficios o incentivos laborales de TriNet.

### Dónde conseguir más información

Los beneficios pueden ser un tema difícil de entender; es por eso que TriNet ha creado una Guía detallada para ayudarlo a entender las opciones de beneficios disponibles. La Guía también sirve como la Descripción Resumida del Plan (Summary Plan Description, SPD) que requiere la Ley de Seguridad de los Ingresos de Jubilación de los Empleados (Employee Retirement Income Security Act, ERISA) de 1974 y sus enmiendas. TriNet le da la Guía y la SPD en un único formulario integrado para evitar las confusiones que pueden ocasionar los documentos por separado. La Guía describe, entre otras cuestiones, la elegibilidad para recibir los beneficios según el plan de beneficios de TriNet. Además, los certificados de cobertura de la empresa aseguradora, llamados "Certificados de la Empresa" (Carrier Certificates) tienen información detallada sobre los beneficios de TriNet. La Guía y los Certificados de la Empresa están disponibles para que los consulte en cualquier momento en [login.trinet.com](http://login.trinet.com).

La sección My Benefits (Mis beneficios) de la plataforma TriNet incluye la siguiente información, que puede serle útil:

- La posibilidad de consultar sus beneficios de TriNet actuales y sus dependientes inscritos.
- Un enlace rápido a los saldos de la FSA y el historial de transacciones.
- Preguntas frecuentes.
- Información de contacto del proveedor.
- Formularios relacionados.
- Inscripción en línea para los empleados recién elegibles para recibir beneficios (p. ej., empleados recién contratados).

**Nota importante:** En el caso de que haya una contradicción entre la información de los materiales de orientación sobre beneficios provista por TriNet (que incluye, entre otras cosas, información de los sitios web de TriNet, la declaración de confirmación de beneficios, cualquier folleto electrónico o impreso, cartas, correos electrónicos, mensajes de texto y declaraciones de colegas de TriNet) y el documento del plan de TriNet, prevalecerá el documento del plan. Además, si hay una contradicción entre el Certificado de la Empresa y cualquiera de los documentos del plan de TriNet, cualquier Descripción Resumida del Plan, las declaraciones de colegas de TriNet o cualquier otro material de orientación sobre beneficios provisto por TriNet (que incluye, entre otras cosas, lo que se mencionó arriba), prevalecerá el Certificado de la Empresa.

## **Capítulo siete: Beneficios exigidos por la Ley**

Tiene derecho a recibir ciertos beneficios en virtud de la ley, independientemente de su posición, siempre y cuando cumpla ciertas condiciones. Estos beneficios obligatorios incluyen los que se describen en este capítulo (si corresponde).

### **Seguro estatal por discapacidad**

Algunos estados (actualmente, California, Hawái, Nueva Jersey, Nueva York y Rhode Island) y el Estado Libre Asociado de Puerto Rico ofrecen un tipo de seguro limitado por discapacidad. Si trabaja en alguna de estas áreas, puede ser elegible para recibir el pago de un seguro limitado por discapacidad en el caso de que no pudiera trabajar debido a una enfermedad o lesión ocurrida fuera del ámbito laboral (las condiciones laborales forman parte de la compensación para trabajadores). Los términos y la cantidad de cobertura por discapacidad están sujetos a las leyes estatales y varían según el estado. Algunos estados, como California, exigen que TriNet haga deducciones del cheque de pago para financiar el programa de beneficios del seguro por discapacidad. Para recibir los beneficios por discapacidad, presente un reclamo en la agencia de seguro estatal por discapacidad. Para obtener más información sobre los procedimientos de presentación, llame al Centro de Soluciones de TriNet.

### **Seguro de compensación para trabajadores**

Desde el día en el que lo contratan, está cubierto por el seguro de compensación para trabajadores. Para obtener más información, puede comunicarse con el Centro de Soluciones de TriNet o con la oficina de compensación para trabajadores local. No olvide informar de inmediato a su gerente sobre todas las lesiones que tenga mientras trabaja.

Tenga en cuenta que la compensación para trabajadores solo cubre las lesiones y enfermedades laborales. No será elegible para recibir los beneficios de compensación para trabajadores por las lesiones que pudieran ocurrirle si participa de manera voluntaria en una actividad recreativa, social o deportiva fuera del horario laboral que no forme parte de sus tareas laborales.

### **Seguro de desempleo**

Si pierde su empleo, puede ser elegible para recibir un seguro de desempleo, un beneficio semanal que se aplica mientras no tiene trabajo. Para obtener información sobre la presentación de un reclamo, comuníquese con su gerente o su representante de RR. HH. de TriNet.

### **Seguridad Social**

Observará deducciones de su cheque de pago bajo el concepto de FICA, una sigla que hace referencia a la Ley de Contribución al Seguro Federal (Federal Insurance Contributions Act), también conocida como Seguridad Social y Medicare. Estas deducciones representan su aporte al beneficio de Seguridad Social. Además de los beneficios de jubilación complementarios, la Seguridad Social ofrece cierta cobertura por discapacidad o cobertura de Medicare. Para obtener más información, comuníquese con la oficina de Administración de la Seguridad Social (Social Security Administration) más cercana.

### **COBRA**

Si usted o sus dependientes cubiertos pierden la elegibilidad para recibir los beneficios médicos, dentales y de la vista habituales del grupo TriNet o la FSA para atención médica, pueden ser elegibles para continuar recibiendo cobertura en virtud de la ley COBRA. COBRA le permite continuar recibiendo estos beneficios de manera temporal en ciertas situaciones donde la cobertura del plan de beneficios de TriNet terminaría.

La cobertura de COBRA se explica más detalladamente en la Guía de Beneficios.

## Empleado en el lugar de trabajo en Colorado



# AFICHE DEL DECRETO DE SUELDOS MÍNIMOS DE COLORADO NÚMERO 35

(Afiche es vigente desde el 1 de enero de 2020 hasta el lanzamiento esperado de la Orden de Compensación de Tiempo Extra y Obligaciones Mínimas Para los Salarios de Colorado #36 el 16 de marzo de 2020) **COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT**  
**DIVISION OF LABOR STANDARDS AND STATISTICS**

# \$12.00

## por hora efectivo a partir del 1 de enero de 2020

**\$11.10** por hora efectivo a partir del 1 de  
enero de 2019

**\$10.20** por hora efectivo a partir del 1 de  
enero de 2018

Además de los requisitos de sueldo mínimo del Estado de Colorado, también hay requisitos federales con respecto a sueldo mínimo.

Si un trabajador está cubierto por leyes estatales y federales, la ley que proporciona el sueldo mínimo más alto se aplicará.

Regula sueldos, horas y condiciones de trabajo para empleados de las siguientes industrias: Venta al por Menor y Servicios, Servicios de Soporte Comercial, Alimentos y Bebidas, y Servicios de Salud y Medicina.

### SUELDO MÍNIMOS

Sueldo mínimos deberá ser pagado a todos los empleados adultos y a los menores emancipados bien sea que trabajen por hora, a destajo, a comisión, basándose en tiempo, en tarea, o de otra manera.

### DÍA LABORAL

Cualquier período de veinticuatro (24) horas consecutivas comenzando a la misma hora cada día y a la misma hora como el comienzo de la semana de trabajo. El día laboral es fijado por el empleador y puede acomodar horarios flexibles de trabajo.

### SEMANA LABORAL

Cualquier período de siete (7) días consecutivos comenzando con el mismo día de calendario y a la misma hora cada semana. Una semana laboral es período fijo y recurrente de 168 horas, siete (7) períodos consecutivos de veinticuatro (24) horas.

### HORAS EXTRAS

Los empleados deben ser pagados tiempo y medio del pago ordinario por cualquier trabajo en exceso de: (40) horas semanales; (2) doce (12) horas por día laboral, o (3) doce (12) horas consecutivas sin tener en cuenta el tiempo de entrada y salida del día laboral (excluyendo horas de comidas sin pago), seleccionando el cálculo que resulte en la mayor cantidad de pago. Las horas trabajadas en dos o más semanas laborales no serán promediadas para el cálculo de horas extras. Trabajo ejecutado en dos posiciones diferentes, con pago diferente, para el mismo empleador debe ser computado a la tasa de horas extras basado en la tasa regular de pago para la posición en el que ocurren las horas extras, o el promedio ponderado de horas trabajadas y monto por hora trabajada en cada posición, como previsto por la Ley de Normas Razonables de Trabajo.

**SUELDO MÍNIMO PARA EMPLEADOS QUE RECIBEN PROPINA**

**\$8.98 por hora efectivo a partir del 1 de enero de 2020**  
**\$8.08 por hora efectivo a partir del 1 de enero de 2019**  
**\$7.18 por hora efectivo a partir del 1 de enero de 2018**

Cualquier empleado contratado en una ocupación en la cual él o ella habitual y regularmente reciben más de \$30 dólares por mes en propina. Propinas incluyen montos designados como "propina" en los recibos de los clientes que pagan con tarjetas de crédito. Nada contenido de aquí en más podrá impedir a un empleador cubierto por la presente, de exigir a sus empleados a compartir o repartir propinas de una manera preestablecida con otros empleados de ese negocio quienes habitual y regularmente reciben propinas. El requisito de compartir propinas por parte del empleador con empleados que habitual y regularmente no reciben propinas, como supervisores o cocineros, o deducciones por el costo de proceso de tarjetas de crédito de los empleados que reciben propinas, nulificará el crédito permitido en contra del sueldo mínimo autorizado por el Decreto de Sueldos en sección 3(c). No más que \$3.02 por hora puede ser utilizado para compensar el sueldo mínimo de empleados que reciben propinas.

**PERÍODOS DE DESCANSO**

Todos los empleadores deben autorizar y permitir períodos de descanso que, en la medida en que sean prácticos, deben introducirse en la mitad de cada cuatro (4) horas de trabajo o fracción mayor de cuatro horas. Todos los empleados deben tener permiso para tomar diez minutos de descanso pago por cada cuatro horas. Esos períodos no pueden ser deducidos del saldo del empleado. No es necesario que el empleado salga del lugar de empleo para el descanso.

**PERÍODOS DE COMIDA**

Los empleados tienen el derecho a un período de comidas sin interrupciones y sin pago de treinta minutos cuando el tiempo de trabajo excede cinco horas consecutivas. El empleado debe estar libre de todas obligaciones y le deben permitir hacer actividades personales para que ese tiempo se clasifique como tiempo libre, sin pago. Cuando el tipo de trabajo y otras circunstancias no permiten que el tiempo sin interrupción sea posible o es impráctico, el empleado debe poder consumir una comida mientras trabaja y debe ser compensado por ese período de comida sin pérdida de tiempo ni compensación.

**UNIFORMES**

Si es necesario que el empleado use un uniforme en particular o ropa especial como condición de empleo, el empleador debe hacerse cargo del costo de la compra, mantenimiento, y limpieza de uniformes o ropa especial. Si el uniforme que el empleador provee es un uniforme que es simple y lavable y no necesita ningún cuidado especial como planchado, tintorería, etc., el empleador no necesita hacerse cargo del mismo o pagar por la limpieza. El empleador puede requerir un depósito pequeño (hasta la mitad del costo actual del uniforme) como garantía de retorno por cada uniforme que los empleados reciben una vez que el empleador provee un recibo al empleado por ese depósito. El depósito completo debe ser retornado al empleado cuando el uniforme es devuelto. El costo por uso y deterioro del uniforme o ropa especial no puede deducirse del sueldo del empleado o del depósito.

**RECUPERACIÓN DE SUELDOS**

Un empleado que recibe menos del salario mínimo legal aplicable a dicho empleado tiene derecho a recuperar en una acción civil el balance pendiente de pago de la cantidad total de dicho sueldo mínimo, junto con los gastos razonables de abogados y judiciales, aunque exista un acuerdo para trabajar por un sueldo menor, acordadamente con C.R.S. § 8-6-118 (2018). Por otra parte, un empleado podrá elegir seguir una queja de sueldo mínimo a través del procedimiento administrativo de la división como se describe en la Ley de Sueldos de Colorado, C.R.S. § 8-4-101, et seq. (2018).

**DOBLE JURISDICCIÓN**

Cuando los empleadores están sujetos a la ley federal y de Colorado, la ley que provea la mayor protección o que imponga el estándar más alto debe ser aplicada. Para información acerca de la ley federal contacte a la oficina más cercana de la sección de Horas y Sueldos del Departamento de Trabajo de los Estados Unidos, 1999 Broadway, Suite 710, Denver, CO, 80201. Teléfono (720) 264-3250.

**DEBE COLOCARSE EN UN ÁREA FRECUENTADA POR EMPLEADOS DONDE PUEDAN LEERLO FACILMENTE**

## Summit Public Schools Section 504 Board Policy

### IDENTIFICATION, EVALUATION AND EDUCATION UNDER SECTION 504

The Board of Directors of Summit Public Schools recognizes the need to identify and evaluate students with disabilities in order to provide them with a free, appropriate public education and its legal responsibility to ensure that “no qualified person with a disability shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” This policy and the related administrative regulation has been developed to ensure the implementation of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and its implementing regulations as amended, which pertains to public schools. The intent is to ensure that all students with disabilities, who are eligible under Section 504, are identified and evaluated and have access to a free, appropriate public education (FAPE). FAPE includes the provision of regular or special education and related aids and services that are designed to meet individual educational needs of students with disabilities as adequately as the needs of students without disabilities are met and is based upon adherence to procedures that satisfy the Section 504 requirements pertaining to educational setting, evaluation and placement, and procedural safeguards.

Under Section 504, individuals with physical and/or mental impairments that substantially limit one or more major life activities, including learning, are entitled to receive regular or special education and/or related aids and services designed to meet their individual needs as adequately as the needs of nondisabled students are met. Major Life Activities include functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working. Students may be disabled and entitled to services under Section 504 even though they are not eligible for services pursuant to the Individuals with Disabilities in Education Act Improvement Act of 2004 (IDEA). The identification, evaluation and education of students eligible for services under IDEA includes a child having an intellectual disability, a hearing impairment (including deafness), a speech or language impairment, a visual impairment (including blindness), a serious emotional disturbance (referred to in this part as “emotional disturbance”), an orthopedic impairment, autism, traumatic brain injury, an other health impairment, a specific learning disability, deaf-blindness, or multiple disabilities, and who, by reason thereof, needs special education and related services

The identification, evaluation and education of students eligible for services under the IDEA are addressed under the policies and procedures of the SELPA.

The Director shall ensure that this policy and set of procedures is implemented and followed. Whenever there is reason to believe that, because of a disability, a student needs regular or special education and/or related aids and services (and the student has not been found eligible under IDEA) that student will be evaluated under this policy's administrative regulation.

A Section 504 Team will be convened to determine the student's need for regular or special education and/or related aids and services. The 504 Team will include persons knowledgeable about the Section 504 standards, the student's individual needs and school history, and the ability to interpret classroom and evaluation data. The student's parent/guardian shall be invited to participate in this 504 Team and shall receive notice of procedural safeguards guaranteed by law. If Summit Public Schools denies the provision of services, the district shall clearly document the procedure used to conclude that the student was ineligible for Section 504 services and procedural safeguards shall be provided to parent.

If the student, due to disability, is found to require regular or special education and/or related aids and services under Section 504, the Section 504 Team shall develop a 504 plan for the provision of such services to the student. The student shall be educated with nondisabled students to the maximum extent appropriate to the student's individual needs. The student's parent/guardian shall be provided a copy of the 504 plan and shall receive notice of procedural safeguards guaranteed by law. Summit Public Schools shall review the student's progress and placement annually.

Summit Public Schools will implement this policy through its corresponding Procedure.

## Summit Public Schools 504 Procedures

### IDENTIFICATION, EVALUATION AND EDUCATION UNDER SECTION 504

#### A. Definitions

1. **Academic Setting** – the regular, educational environment operated by the Summit Public Schools
2. **Individual with a Disability under Section 504** – An individual who:
  - a. has a physical or mental impairment that substantially limits one or more major life activities;
  - b. has a record of such an impairment; or
  - c. is regarded as having such an impairment.
3. **Evaluation** – procedures used to determine whether a student has a disability as defined within, and the nature and extent of the services that the student needs. The term means procedures used selectively with an individual student and does not include basic tests administered to, or procedures used with, all students in a school, grade or class.
4. **504 Plan** – is a plan developed to identify and document the student’s needs for regular or special education and related aids and services for participation in educational programs, activities, and school –sponsored events.
5. **Free Appropriate Public Education (“FAPE”)** – the provision of regular or special education and related aids and services that are designed to meet the individual needs of persons with disabilities as adequately as the needs of persons without disabilities are met.
6. **Major Life Activities** - Functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
7. **Physical or Mental Impairment** –
  - a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or

- b. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

8. **504 Coordinator** – Director, Shilpa Duvoor shall serve as the Charter School’s Section 504 coordinator. The parents or guardians may request a Section 504 due process hearing from, or direct any questions or concerns to the 504 Coordinator at 699-721-2646.

9. **Has a record of such an impairment** - means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

10. **Is regarded as having an impairment** - means

(A) has a physical or mental impairment that does not substantially limit major life activities but that is treated by a recipient as constituting such a limitation;

(B) has a physical or mental impairment that substantially limits major life activities only as a result of the attitudes of others toward such impairment; or

(C) has none of the impairments defined in paragraph (j)(2)(i) of this section but is treated by a recipient as having such an impairment.

B. Referral, Assessment and Evaluation Procedures

1. The Charter School will evaluate any student who, because of disability, needs or is believed to need regular or special education and/or related aids and services.

2. A student may be referred by anyone, including a parent/guardian, teacher, other school employee or community agency, for consideration as to whether the student qualifies as a student with disabilities under Section 504. Requests for evaluation shall be made in writing, and a copy of said request will remain in the student’s file regardless of the final determination. This referral should be made to the Section 504 Coordinator who will convene a 504 Team. Any requests made to another Charter School employee will be forwarded to the Section 504 Coordinator.

3. The Charter School has the responsibility to ensure that students with disabilities are evaluated. Therefore, it is important that students who are or may be disabled are referred to the Section 504 Coordinator so that the assessment process is initiated.

4. The 504 Team convened by the Section 504 Coordinator will be composed of the student’s parents/guardians and other persons knowledgeable about the student (such as the student’s regular education teachers), the student’s school history, the student’s



individual needs (such as a person knowledgeable about the student's disabling condition), the meaning of evaluation data, the options for placement and services, and the legal requirements for least restrictive environment and comparable facilities.

5. The 504 Team shall promptly consider the referral and determine what assessments are needed in all suspected areas of disability to evaluate whether the student is a student with a disability under Section 504 and what special needs the student may have. The decision regarding what assessments shall be undertaken shall be based on a review of the student's school records (including academic, social and behavioral records), any relevant medical records, and the student's needs. Students requiring assessment shall be provided appropriate assessments administered by qualified assessment specialists.

6. The 504 Team will consider the following information in its evaluation of the student:

- a. Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel;
- b. Tests and other evaluation materials including those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient; and
- c. Tests are selected and administered so as to best 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 (except where those skills are the factors that the test purports to measure.)

7. The evaluation of the student must be sufficient for the 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's special needs; (c) the impact upon the student's education; and (d) what regular or special education and/or related aids and services are appropriate to ensure that the student receives a free appropriate public education. All significant factors relating to the learning process for that student, including adaptive behavior and cultural and language background, must be considered. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the student's teachers and parent/guardian.

8. The parents/guardians shall be given an opportunity in advance of 504 Team meetings to examine assessment results and all other relevant records.

9. If a request for evaluation is denied, the 504 Team shall inform the parents/guardians in writing of this decision and of their procedural rights as described below.

C. 504 Plan

1. When a student is identified as disabled within the meaning of Section 504, the 504 Team shall determine what, if any, services are needed to ensure that the student receives a free, appropriate public education ("FAPE").
2. The 504 Team responsible for making the placement decision shall include the parents/guardians and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.
3. For each identified disabled student, the 504 Team will develop a 504 Plan describing the student's disability and the regular or special education and/or related aids and services needed. The Plan will specify how the special education and/or related aids and services will be provided to the disabled student and by whom. The 504 Plan will also identify the person responsible for ensuring that all the components of the Plan are implemented.
4. The student's teacher and any other staff who are to provide services to the student or who are to make modifications in the classroom for the student shall be informed of the services or modifications necessary for the student and, if appropriate, provided a copy of the 504 Plan. A copy of this plan shall be kept in the student's cumulative file in a manner that limits access to those persons involved in the 504 process and/or the provision of services and modifications.
5. The disabled student shall be placed in the regular education environment unless it is demonstrated that the student's needs cannot be met in the regular education environment with supplementary aids and services. The disabled student shall be educated with students who are not disabled to the maximum extent appropriate to his/her individual needs.
6. The referral, assessment, evaluation and placement process will be completed within a reasonable time. It is generally not reasonable to exceed 50 school days in completing this process.
7. The parents/guardians shall be notified in writing of the final decision concerning the student's identification as a person with disabilities, the educational program and services to be provided, if any, and of the Section 504 procedural safeguards, as described below, including the right to an impartial hearing to challenge the decision.
8. If the 504 Team determines that the student is disabled but that no special services are necessary for the student, the 504 Plan shall reflect the identification of the student as a disabled person under Section 504 and shall state the basis for the decision that no special services are presently needed.

**BYLAWS  
OF  
SUMMIT PUBLIC SCHOOLS**

(A California Nonprofit Public Benefit Corporation)

**ARTICLE I  
NAME**

Section 1. NAME. The name of this corporation is Summit Public Schools.

**ARTICLE II  
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 455 Fifth Avenue, Redwood City, State of California, or at any such location within the State of California as the Board of Directors shall designate. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

**ARTICLE III  
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. GENERAL AND SPECIFIC PURPOSES. The specific purposes of Summit Public Schools (hereinafter "Corporation") are as follows: (1) to train, consult and advise public school teachers and administrators, and to support, operate, and provide administrative and other services to public schools; (2) to manage, operate, guide, direct and promote one or more California public charter schools ("Charter Schools"); and (3) for other charitable educational purposes as may occur from time to time. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

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

#### **ARTICLE IV CONSTRUCTION AND DEFINITIONS**

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

#### **ARTICLE V DEDICATION OF ASSETS**

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

#### **ARTICLE VI CORPORATIONS WITHOUT MEMBERS**

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

obligations as the Board of Directors finds appropriate.

## **ARTICLE VII BOARD OF DIRECTORS**

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors ("Board"). The Board may delegate the management of the Corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

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

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of members.
- c. Borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. DESIGNATED DIRECTORS AND TERMS. The number of directors shall be no less than three (3) and no more than fifteen (15), unless changed by amendments to these bylaws. All directors shall be designated by the existing Board of Directors. All directors are to be designated at the Corporation's annual meeting of the

Board of Directors. The Board of Directors shall consist of at least three (3) directors unless changed by amendment to these bylaws.

Except for the initial Board of Directors, each director shall hold office unless otherwise removed from office in accordance with these bylaws for three (3) year(s) and until a successor director has been designated and qualified.

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No more than 49 percent of the persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. DIRECTORS' TERM. Each director shall hold office for three (3) years and until a successor director has been designated and qualified.

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

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be elected, no corporation funds may be expended to support a nominee without the Board's authorization.

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

termination of employment with the Charter Schools.

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

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

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

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the unanimous consent of the directors then in office, (b) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining director.

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

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation. The Board of Directors may designate that a meeting be held at any place within California that has been designated by resolution of the Board of Directors or in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code).

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

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

Section 17. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or the President, or the Secretary, or any two directors. The party calling a special meeting shall determine the place, date, and time thereof.



Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to each director and to the public through the posting of an agenda. Pursuant to the Brown Act, the Board of Directors shall adhere to the following notice requirements for special meetings:

- a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the voting directors then in office shall constitute a quorum. If a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote, and voting on any matter shall be a decision of the Board of Directors. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned. Voting directors may not vote by proxy.

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

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the jurisdiction of any of the Charter Schools operated by the Corporation;;

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

Section 21. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 22. COMPENSATION AND REIMBURSEMENT. Directors may receive such compensation, if any, for their services as directors or officers, and such reimbursement of expenses, as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

Section 23. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more voting directors, to serve at the pleasure of the Board.

Appointments to committees of the Board of Directors shall be by majority vote

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

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

of the authorized number of directors of the Board of Directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- b. Fill vacancies on the Board of Directors or any committee of the Board;
- c. Fix compensation of the directors for serving on the Board of Directors or on any committee;
- d. Amend or repeal bylaws or adopt new bylaws;
- e. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- f. Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- h. Approve any contract or transaction to which the Corporation is a party and in which one or more of its directors has a material financial interest.

Section 25. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 26. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 27. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act (“FERPA”) as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

## **ARTICLE VIII OFFICERS OF THE CORPORATION**

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

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the President or the Chairman of the Board.

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

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

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause. An officer who was not chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors confers the power of removal.

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

to which the officer is a party.

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

Section 8. CHAIRMAN OF THE BOARD. If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If there is no President, the Chairman of the Board of Directors shall also be the chief executive officer and shall have the powers and duties of the President of the corporation set forth in these bylaws. If a Chairman of the Board of Directors is elected, there shall also be a Vice-Chairman of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. PRESIDENT. Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if any, and subject to the control of the Board, and subject to President's contract of employment, the President shall be the general manager and Chief Executive Officer of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall preside at all Board of Directors' meetings. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. VICE-PRESIDENTS. If the President is absent or disabled, the Vice-Presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a Vice-President designated by the Board, shall perform all duties of the President. When so acting, a Vice-President shall have all powers of and be subject to all restrictions on the President. The Vice-Presidents shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings.

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

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

Section 12. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Chief Financial Officer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (b) disburse the corporation's funds as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

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

## ARTICLE IX CONTRACTS WITH DIRECTORS

Section 1. CONTRACTS WITH DIRECTORS. The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's directors are directors have a material financial interest) unless all of the following apply:

- a. The director with a material financial interest in the proposed contract or transaction fully discloses his/her financial interest in such contract or transaction in good faith and said disclosure is noted in the Board of Directors meeting minutes.
- b. The director with a material financial interest in the proposed contract or

transaction recuses himself/herself from any participation whatsoever in the proposed contract or transaction (i.e., the interested director who recuses himself/herself shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken).

- c. Such contract or transaction is authorized in good faith by a majority of the Board of Directors by a vote sufficient for that purpose.
- d. Before authorizing or approving the transaction, the Board of Directors considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances.
- e. The corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

## **ARTICLE X CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES**

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

## **ARTICLE XI LOANS TO DIRECTORS AND OFFICERS**

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

**ARTICLE XII  
INDEMNIFICATION**

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

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

**ARTICLE XIII  
INSURANCE**

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

**ARTICLE XIV  
MAINTENANCE OF CORPORATE RECORDS**

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

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

**ARTICLE XV**



## **INSPECTION RIGHTS**

Section 1. **DIRECTORS' RIGHT TO INSPECT.** Every director shall have the right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

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

Section 3. **MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.** This Corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the Directors at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any director, furnish to that director a copy of the articles of incorporation and bylaws, as amended to the current date.

## **ARTICLE XVI REQUIRED REPORTS**

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

- a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;

- d. The Corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

- a. Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:
  - (1) Any director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
  - (2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

## **ARTICLE XVII BYLAW AMENDMENTS**

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


**ARTICLE XVIII  
FISCAL YEAR**

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

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of Summit Public Schools, a California nonprofit public benefit corporation; that these bylaws, consisting of 18 pages, are the bylaws of this Corporation as adopted by the Board of Directors on November 10, 2016; and that these bylaws have not been amended or modified since that date.

Executed on November 10, 2016 at Redwood City, California.

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Blake Warner, Secretary

3058024

FILED JRM  
Secretary of State  
State of CaliforniaRESTATED  
ARTICLES OF INCORPORATION

14 FEB 21 2017 6

The undersigned certify that:

1. They are the President and the Secretary of Summit Public Schools, a California nonprofit public benefit corporation.
2. The Articles of Incorporation of this corporation are restated in their entirety to read as follows:

## ARTICLE I

The name of the Corporation is: Summit Public Schools.

## ARTICLE II

This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

The specific purposes of this Corporation are as follows: (1) to train, consult and advise public school teachers and administrators and to support, and provide administrative and other services to public schools; (2) to manage, operate, guide, direct and promote one or more public charter schools ("Charter Schools"); and (3) for other charitable educational purposes as may occur from time to time.

This Corporation is organized and operated exclusively for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other provision of these Articles, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

No substantial part of the activities of this Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

## ARTICLE III

The property of this Corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of the organization shall ever inure to the benefit of any director, officer, or member thereof or to the benefit of private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the purposes set forth in Article II of these Articles of Incorporation.

Subject to the provisions of the nonprofit public benefit provisions of the Nonprofit Corporation laws of the State of California, and any limitations in the articles or bylaws relating to action to be approved by the members or by a majority of all members, if any, the activities and affairs of this Corporation shall be conducted and all powers shall be exercised by or under the direction of the board of directors.

## ARTICLE IV

The number of directors shall be provided for in the bylaws. The bylaws shall prescribe the qualifications, mode of election, and term of office of directors.

## ARTICLE V

The authorized number and qualifications of members of this Corporation, if any, the different classes of membership, the property, voting and other rights and privileges of members, and their liability for dues and assessments and the method of collection thereof shall be set forth in the bylaws.

## ARTICLE VI

Upon the dissolution or winding up of the Corporation, its assets remaining after payment of its debts and liabilities of the Corporation shall be distributed to a non-profit fund, foundation, or association which is operated exclusively for educational, public, or charitable purposes and which has established its tax exempt status under Section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine which are organized and operated exclusively for such purposes.

- 3. The foregoing amendment of the Articles of Incorporation have been duly approved by the board of directors.
- 4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 1/18/17

  
Diane Tavenner, President

DATE: 1/17/17

  
Blake Warner, Secretary





# THE SUMMIT INSTITUTE

## CONFLICT OF INTEREST CODE

### **I. ADOPTION**

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., the Summit Institute hereby adopts this Conflict of Interest Code ("Code"), which shall apply to all governing board members, candidates for member of the governing board, and all other designated employees of The Summit Institute and Everest Public High School ("Charter School"), as specifically required by California Government Code Section 87300.

### **II. DEFINITION OF TERMS**

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated by reference to this Code.

### **III. DESIGNATED EMPLOYEES**

Employees of this Charter School, including governing board members and candidates for election and/or appointment to the governing board, who hold positions that involve the making or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, shall be "designated employees." The designated positions are listed in "Exhibit A" attached to this policy and incorporated by reference herein.

### **IV. STATEMENT OF ECONOMIC INTERESTS: FILING**

Each designated employee, including governing board members and candidates for election and/or appointment to the governing board, shall file a Statement of Economic Interest ("Statement") at the time and manner prescribed below, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee's position is assigned in "Exhibit A."

An investment, interest in real property or income shall be reportable, if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participated in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in "Exhibit B."

Statements Filed With The Summit Institute. All Statements shall be supplied by the Summit Institute. All Statements shall be filed with the Summit Institute. The Summit Institute's filing officer shall make and retain a copy of the Statement.

### **V. DISQUALIFICATION**

No designated employee shall make, participate in making, or try to use his/her official position to influence any Summit Institute or Charter School decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family.

## **VI. MANNER OF DISQUALIFICATION**

### **A. Non-Governing Board Member Designated Employees**

When a non-Governing Board member designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Summit Institute Chief Executive Officer, who shall record the employee's disqualification. In the case of a designated employee who is head of an agency, this determination and disclosure shall be made in writing to his/her appointing authority.

### **B. Governing Board Member Designated Employees**

Governing Board members shall disclose a disqualifying interest at the meeting during which consideration of the decision takes place. This disclosure shall be made part of the Board's official record. The Board member shall refrain from participating in the decision in any way (i.e., the Board member with the disqualifying interest shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken) and comply with any applicable provisions of the Charter School bylaws.

## EXHIBIT A

### Designated Positions

- I. Persons occupying the following positions are designated employees and must disclose financial interests in all categories defined in "Exhibit B" (i.e., categories 1, 2, and 3).
- A. Members of the Governing Board and their alternates (if applicable)
  - B. Candidates for Member of the Governing Board
  - C. Corporate Officers (e.g., CEO/President, CFO/Treasurer, Secretary, etc.)
  - D. Executive Director of Charter School
  - E. Principal of Charter School
  - F. Assistant Principals
  - G. Chief Business Officer
  - H. Director Personnel Services
  - I. Assistant Director of Personnel Services
  - J. Consultants<sup>1</sup>
- II. Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 1 of "Exhibit B."
- A. Purchasing Manager
  - B. Assistant Business Officer
- III. Persons occupying the following positions are designated employees and must disclose financial interests defined in Categories 2 and 3 of "Exhibit B."
- A. Information Systems Technician
  - B. Contractor

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<sup>1</sup> The Summit Institute Chief Executive Officer may determine, in writing, that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Summit Institute's Chief Executive Officer determination is a public record and shall be retained for public inspection in the same manner and location of interest code.

## EXHIBIT B

### Disclosure Categories

#### Category 1 Reporting:

- A. Interest in real property which is located in whole or in part either (1) within the boundaries of the District, or (2) within two miles of the boundaries of the District, including any leasehold, beneficial or ownership interests or option to acquire such interest in real property.

(Interests in real property of an individual include a business entity's share of interest in real property of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly, or beneficially, a 10% interest or greater.)

- B. Investments in or income from persons or business entities which are contractors or sub-contractors which are or have been within the previous two-year period engaged in the performance of building construction or design within the District.

- C. Investments in or income from persons or business entities engaged in the acquisition or disposal of real property within the jurisdiction.

(Investment includes any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership interest or other ownership interests.)

(Investments of any individual include a pro rata share of investments of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly or beneficially, a ten percent interest or greater.)

(Investment does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, or any bond or other debt instrument issued by any government or government agency.)

#### Category 2 Reporting:

- A. Investments in or income from business entities which manufacture or sell supplies, books, machinery or equipment of the type utilized by the department for which the designated employee is Manager or Charter School Executive Director. Investments include interests described in Category 1.

#### Category 3 Reporting:

- A. Investments in or income from business entities which are contractors or sub-contractors engaged in the performance of work or services of the type utilized by the department for which the designated employee is Manager or Charter School Executive Director. Investments include the interests described in C



## Teacher - 2020-2021

*California Bay Area*

### Who We Are

**What if all students graduated high school with the knowledge, skills and habits they need to lead a fulfilled life?** This is the question that guides our mission at Summit Public Schools.

Summit is a leading network of public schools that prepare a diverse student population for success in a four-year college and to be thoughtful, contributing members of society. We operate 15 schools serving over 4,500 students in the Bay Area and Washington state. Historically, 98 percent of Summit graduates are accepted to four-year colleges, and Summit graduates complete college at double the national average.

**We need exceptional, diverse, and mission-aligned teachers to join our team to help prepare our students for a fulfilled life. Join us!**

### The Summit Model

Summit's research-backed model makes teaching and learning at a Summit school unlike any other.

At Summit, our teachers **mentor** the same group of students each year in advisory groups, which allows them to build strong relationships based on deep trust over multiple years. Mentors meet 1:1 with each student regularly to **coach students toward their personal goals**, and meet daily as a mentor group.

During Project Time, teachers teach **universal skills through real-world projects** - using their subject-area expertise to help students apply their knowledge to the world around them. Through our research-backed curriculum, Summit gives teachers the tools they need so that they can focus on teaching and becoming the best project-based teachers in the world.

We are deeply committed to **continuous improvement** at Summit, both as an organization and for our individual faculty. With dedicated days of professional development built into the academic year, regular coaching sessions with a school leader, and a culture of honest, actionable, and timely feedback, we equip our teachers with the tools necessary to improve their practice and tackle challenging issues. We also prioritize **developing leaders from within** and have invested in multiple career pathway programs for our teachers and school leaders.

Summit has **intensive collaboration** structures built in to our weekly schedules. Teachers collaborate at the grade and subject levels, forming regular communities of practice to support each other in continuously improving as project-based teachers and mentors.

By design, our schools are **small communities where every student is known**. They are **intentionally heterogeneous** and reflect the diversity of the communities in which we operate. As a teacher, this will require being culturally responsive and creating equitable learning pathways for all students.

## What you'll do:

- See sample teacher schedules here. A student school day is around 8-8:30am to 3-3:30pm, depending on the specific school. Teachers stay until 5pm three days per week.
- **Project Time:** Teach 90-minute blocks in high school or four 55-minute blocks in middle school, per day of project time. Most teachers teach one course for the entire grade (e.g. 9th Grade Biology), and see each section twice per week. Teachers work with students on projects that develop cognitive skills and apply their content knowledge to real-world situations. Teachers facilitate discussions in the classroom, coach students in applying their cognitive skills, and give students feedback. Between teaching blocks, teachers analyze student data, build lesson plans, support school culture, and other personal development activities. Summit teachers build lesson plans through a deep understanding of student progress data, which determines the group and individual supports needed for their students to succeed.
- **Mentor Time:** Build deep relationships and sense of community when teachers meet with their small group of mentees daily for their entire time at Summit. Daily, teachers meet with their mentor groups, work on habits of success as a group, and check in one-on-one with their mentees. Mentors coach and advocate for their mentees both inside and outside of the classroom, and strive to support them as they develop their sense of purpose as they become self-directed learners.
- **Self-Directed Learning Time and Interventions:** Facilitate Self Directed Learning time and daily literacy or math interventions, which don't involve lesson planning. During this time, teachers provide student support, monitor progress, and check in with individuals or groups of students.
- **Collaboration & Professional Development:** Twice a week, teachers participate in all-faculty after-school meetings where community decisions are made, professional development takes place, and faculty collaborates as a grade-level team or subject-level team.

## What You Need

- Commitment to **uphold Summit's values**, and the belief that all children deserve a rigorous and equitable education that prepares them for college and for life
- **Teaching Credential** in California or another US state
- **Bachelor's Degree** (a Master's Degree in Education is preferred, but not required)
- Clear **health and background check**
- **Teaching experience** in your subject preferred, but not required

## Who You Are

- You want to be a **world-class project-based learning** teacher
- You **thrive while collaborating** and are excited to work with mission-aligned, high-performing colleagues. You find positivity in **shared successes**.
- You're excited to teach Summit's **common curriculum** and assessment system, which was designed for teachers and by teachers in partnership with learning scientists.



# SUMMIT PUBLIC SCHOOLS

- You care deeply about working in **intentionally heterogeneous** schools and are ready to support *all* diverse students to reach a fulfilled life
- You're eager to **engage in professional development and be developed** as a practitioner in a network that is **committed to continuous improvement**.
- You have a **growth mindset** and see feedback as a positive
- You are **passionate about serving as a mentor** and advocate for a group of students that you'll follow year to year. You're open to having hard conversations to support students.

## What You Get

Summit offers competitive salaries and benefit options, including covering 75% of the health, dental, and vision plan costs. We fully cover life and disability insurance. We have a "take what you need" PTO policy, 11 paid holidays, 4 weeks of vacation during the year, and a summer break. We value our teachers' Summit experience, offering stipends for teachers who have been with us for three or more years and helping teachers grow with us through designated time for paid professional development and regular coaching.

Summit Public Schools does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to all programs.

**People from all diverse backgrounds are strongly encouraged to apply. Spanish language proficiency is a plus.**

We don't just encourage diversity and inclusion—we believe it's a requirement for us to be successful in our mission of helping all children succeed. Since we serve a diverse-by-design community of schools, educators, parents, and students, we need our team members to bring a broad range of lived experiences to the table with them. This is the only way we can ensure we are staying close to the work and building an authentic relationship with the people we serve.







# SUMMIT PUBLIC SCHOOLS

## **Executive Director - 2020-2021**

The **Executive Director** is in charge of ensuring that the mission and vision of the school is implemented effectively, ensuring that academic programs accelerate positive outcomes for all students.

The Executive Director is responsible for overseeing all aspects of running a school. This includes providing instructional leadership to faculty, managing the on-site operations and administrative duties, supporting student enrollment, and cultivating a strong school culture. The Executive Director will also foster relationships with key internal and external stakeholders to meet budgetary, academic, and talent goals.

The ideal candidate is an experienced school leader and educator with an expertise in running successful school environments, coaching teams of faculty and staff, and meeting student outcomes. Familiarity with Summit Learning or personalized learning is strongly preferred.

## **Who We Are:**

What if all students graduated high school with not only content knowledge, but the habits and skills to successfully navigate college and career, with a sense of purpose to anchor them? This is the question at the core of [Summit Public Schools](#). Summit is a public school system serving heterogeneous communities in the Bay Area and Washington State and operate 15 schools serving over 4,500 students.

**We need exceptional, diverse, and mission-aligned leaders to join our team to help prepare our students for a fulfilled life. Join us!**

## **What You'll Do:**

### **Strategic Vision**

- Create a school-based vision that aligns with Summit Public Schools' mission, which includes clearly articulated goals and measures of success. Lead all internal and

external stakeholders to implement this vision effectively. Refine and adjust the vision as necessary throughout the academic year.

- Meet regularly with students, parents, and faculty to communicate and inspire them around mission and vision.
- Ensure that academic programs accelerate outcomes for all students - this includes supporting strong instructional leadership, facilitating leadership team meetings with faculty and staff, and providing professional development and coaching.

### **Data Management & Student Academics**

- Implement a school design and program that regularly collects and analyzes data to best improve student outcomes.
  - This includes implementing a training system and fostering a culture where faculty regularly utilize classroom data to improve their teaching practices and support student success.
- Ensure all data is accurate in the student information system.
  - This includes maintaining student records in accordance with all federal, state, and local guidelines.
- Design, implement and manage a testing plan that includes both external (eg. SATs) and internal tests (eg. CSTs) to meet all test ordering deadlines and guidelines.
  - This includes following all testing protocols, training all proctors appropriately, collaborating with Special Education teachers to provide any testing accommodations, and fostering a culture that respects the importance of standardized tests.
- Ensure that all courses offered are approved through the UC system
  - Design, implement and manage a UC course approval plan
    - Stay up to date with changes made to the UC course approval process
    - Oversee the execution of the plan by the assistant director

### **Recruitment and Retention**

- Ensure that the school is fully enrolled. Develop and execute a vision for student recruitment and enrollment through collaboration with other site-based school leadership, the external engagement team, and other relevant stakeholders.
- Collaborate with the talent team, other school leaders, and Heads of Schools to interview, assess, and select the best faculty and staff.
  - This includes utilization of culturally responsive rubrics and tools to conduct final round interviews with candidates to assess pedagogical effectiveness, academic performance, and alignment with Summit Public Schools' mission.
- Coach and support faculty and staff to ensure professional progression and growth.
  - This includes meeting with each teacher to develop goals and monitor progress; and observing, evaluating, and providing timely feedback during teacher observations.
  - Support people in finding additional opportunities for development by advocating for them internally and for identifying external opportunities that support their growth and retention at Summit Public Schools.
- Ensure a strong faculty culture that embraces the vision and meets the mission of the school

- o Lead the new-hires through a school-specific on-boarding program that ensures they completely understand the mission and vision of the school and the organization

### **School Culture**

- Lead all faculty, staff, students, and parents to support a strong school culture that embraces the mission and vision of the school; provides an engaging and supportive environment; and develops effective strategies to inspire students to implement student culture goals.
- Ensure a positive student experience with extracurricular activities, including opportunities for athletic teams, student clubs and groups, and other related school events.
- Develop and implement an effective discipline strategy for students.

### **Relationship Management**

- Cultivate strong relationships with internal and external stakeholders - this includes all school governing bodies (SPS board, state authorizer, district authorizer, local school district authorizer, and community advisory board); community partnerships; and student families.
  - o Ensure requirements with school governing bodies are met according to charter petition.
- Attend SPS Board meetings at least twice a year.
- Develop and maintain a strong relationship with community partners.

### **School Operations**

- Ensure that the school is accredited through WASC.
  - o This includes designing, implementing, and managing a WASC plan; and create and review school-wide ESLRS; and positioning WASC as an opportunity to use data to evaluate school effectiveness.
- Create and maintain a balanced budget in conjunction with the Chief Financial Officer, both for the existing year and for future years. Meet with the CFO regularly to forecast, monitor, and manage school budget that will maintain financial viability.
- Participate in audits of financial procedures to meet best financial practices.
- Ensure that faculty and staff understand rationale and importance of working on the state allocation budget, and that all team members are abiding by financial requirements set by the SPS finance and accounting department. Authorize all spending by signing expense reports and reviewing approving bills and all contracts.
- Create appropriate annual fundraising goals and strategies; meet with the development team to regularly assess progress and design initiatives to meet measures of success.
- Support on-site operations and administrative staff to ensure that school facility is operational at all times.
  - o Design, implement, and manage a student attendance plan.
  - o Collaborate with office manager to design a welcoming and supportive front-desk.
  - o Collaborate with staff members responsible for the school's lunch program and ensure that every student eligible for free and reduced lunch is identified and submits the required paperwork.

- Ensure that all federal, state and local compliance requirements are met (PCSGP, CPR training, SB 740, PENSEC, CALPADS, CBEDs, etc.).

## What You Need:

### *Key Qualities and Skills*

- Commitment to **uphold Summit's values**, belief that all children deserve a rigorous and equitable education that prepares them for college and for life.
- **Bachelor's Degree** is required.
- A **Master's Degree in Education, Educational Leadership, or similar program** is required.
- **Prior experience in school leadership** is required.
- A **Teaching Credential** in California or another US state is required, as is **prior teaching experience**.
- An **Administrative Credential** in California or another US State is required.
- **Proficiency** in Google Platforms, including Google Drive, Google Sheets, Google Docs, and Google Slides.
- Clear **health and background check**.

## Who You Are:

### *About You*

- You maintain **high expectations** for all students and believe all students can find success in school, college, and life.
- You **thrive while collaborating** and are excited to work with your colleagues. You find positivity in share successes.
- You **share our vision** to reimagine what schools should be and are excited to make an impact on the public education landscape.
- You are **data driven** and have the ability to collect, evaluate, and utilize data in meaningful ways.
- You have **expertise in planning learning experiences** that model skills-based, personalized instruction.
- You are **positive and resilient** in the face of big challenges.
- You take **initiative and ownership** in driving your work to meet personal and team goals.
- You possess **strong people management and relationship** skills, with the ability to motivate, inspire, develop, and communicate with a diverse group of teachers, leaders, staff members, and community members.
- You have an ability to apply **honest, actionable, and timely feedback** that results in improved performance.
- You have a **strategic mindset** when it comes to executing professional development initiatives.

- You are **empathetic and culturally competent**. You're open to having hard conversations.
- You thrive in **innovative** environments, and are comfortable with the ambiguity that can come with a dynamic and progressive workplace.
- You're **committed to continuous improvement**, see feedback as a positive, and have a growth mindset.

## **What you get:**

Summit offers competitive salaries and benefit options for full-time employees, including covering 75% of the health, dental and vision plan costs. We fully cover life and disability insurance. We have a "take what you need" PTO policy, 11 paid holidays and 3 weeks of organizational-wide closure during the year.

**We strive to recruit a diverse team.** Summit Public Schools is an equal opportunity employer and does not discriminate against any employee or applicant on the basis of race, color, ethnicity, national origin, religion, gender, gender identity and/or expression, sexual orientation, disability, age, marital status, military status, pregnancy, parenthood, citizenship status, creed, or any other characteristic protected by federal, state or local law. Summit will provide reasonable accommodations for qualified individuals with disabilities.

People from all diverse backgrounds are strongly encouraged to apply. Spanish language proficiency is a plus.



## Structures at Summit Public Schools for Leadership, Decision Making and Growth

Teachers at Summit engage in consistent, structured professional development and coaching to support their execution of Summit Learning and contribute to LT, GLT, and CLT. PD and coaching will be personalized to the needs of our teachers established through data analysis of Foundational Practices. (Note: The term "teachers" here is used to describe learning specialists, electives and expeditions teachers, and teachers of all subjects.)

Teacher Leader Structures			
All-Org PD	Ongoing PD	Weekly Site-Based Decision Making	Bi-Weekly Meeting and PD
<p><b>All Organization Days Professional Development</b></p> <p>Teachers across the organization come together during August and February Days to collectively build practice and learn from each other benefiting from the resources and expertise of the organization in planning and executing professional development.</p>	<p><b>Expeditions PD/ Middle School PD Days/ Wednesday WA Meetings</b></p> <p>Expeditions PD Middle school PD days/ WA minimum days are the space for faculty to deeply engage in professional development targeted to individual and whole school needs. They are also a space for group decision making.</p>	<p><b>Leadership Team</b></p> <p>During Leadership Team meetings, the site faculty come together to collectively lead the school. This is the space for group input and decision making. It is also the space where faculty are trained through doing and modeling on key practices aligned to Summit culture including: agendas, roles, STPs, decision grids, consensus, norms, etc.</p>	<p><b>Grade Level Teams</b></p> <p>Grade Level Team (GLT) time is a critical time for collaboration, best practice and information sharing, and mutual support and celebrations. GLTs are responsible for using data to support students in a coordinated way across the grade-level. These teams are responsible for creating clear culture/class/process norms across GLT CLTs also coordinate with Special education to execute and support diverse learners. Additionally, grade-level teams are responsible for driving the MTSS process.</p>
<p><b>All Organization Days Culture Building</b></p> <p>Teachers from across the organization come together during August and January to collectively build culture, understand the state of the organization. We come together to model, build and re-align on culture. We celebrate accomplishments toward shared goals. There is an opportunity to learn more about key initiatives and strategies and appreciate the ways in which the various teams support each other's work.</p>	<p><b>Coaching</b></p> <p>Coaching is where school leadership can personalize and tailor professional development to the needs of the individual. We believe that by using the impact cycle and giving targeted coaching and feedback based upon data, real-time observations and school-based priorities that teachers will grow in their ability to execute Summit Learning.</p>	<p><b>Course Level Teams</b></p> <p>Course Level Teams are the groups of teachers across the organization who teach the same course. CLTs support team members in the internalization, planning and implementation of the base Summit Learning curriculum. CLTs also use the protocols of calibration and looking at student work to align practice. Members of the CLT can also work collectively to suggest enhancements to the base curriculum.</p>	

<p>Practices to support:</p> <ul style="list-style-type: none"> <li>• Collaboration and professional development targeted at building practice.</li> <li>• Key focuses: Design model elements, Project Internalization, Calibration, Looking at student work, differentiated workshops aimed at building instructional practice</li> </ul>	<p>Practices to support:</p> <ul style="list-style-type: none"> <li>• Agendas STPs</li> <li>• Consensus and decision grids</li> <li>• State of the Organization</li> <li>• Budget simulations</li> <li>• Key readings</li> <li>• Home office updates</li> </ul>	<p>Practices to support:</p> <ul style="list-style-type: none"> <li>• Project internalization protocols and share outs</li> <li>• Calibration protocols</li> <li>• Model implementation guides and support</li> <li>• Agendas, decision grids, STPs</li> <li>• PLCs</li> <li>• Plans and experiences to execute on site</li> <li>• priorities: Testing, WASC, Attendance</li> </ul>	<p>Practices to support:</p> <ul style="list-style-type: none"> <li>• Impact cycle</li> <li>• In role support from campus base coaches</li> <li>• In role support from the Learning Experience team including: modeling and feedback</li> <li>• Quarterly feedback from Learning Experience Team on entire faculty to inform coaching</li> </ul>	<p>Structures Used by LTs:</p> <ul style="list-style-type: none"> <li>• Agendas, roles</li> <li>• Decision grids, consensus</li> <li>• STPs</li> <li>• Community Building</li> <li>• Circles</li> </ul>	<p>Structures Used by GLTs/MLTs:</p> <ul style="list-style-type: none"> <li>• GLT "hand off" from previous year in series of 9-10, 10-11, 11-12 meetings in which lower grade reviews and passes along learnings from previous year</li> <li>• MTSS protocols for individual (Kid Talk) and group (Thematic) action planning</li> <li>• Centralized and tracking and data support.</li> </ul>	<p>Structures Used by CLTs</p> <ul style="list-style-type: none"> <li>• Project internalization</li> <li>• Calibration of skills and products</li> <li>• Collaboration with peers during EXPD including observation, co-teaching</li> <li>• Using an email listserv to share best practices and benefit from the wisdom and experience of the group.</li> </ul>
<p>Execution and Expectations:</p> <ul style="list-style-type: none"> <li>• Agendas are reflective of the needs of the organization</li> <li>• The whole organization comes together in one space in Washington and California</li> </ul>	<p>Execution and Expectations:</p> <ul style="list-style-type: none"> <li>• Organizational leadership plans and executes on these key days</li> <li>• The whole organization comes together in one space in Washington and California</li> <li>• Agendas are a reflection of organizational priorities and work</li> </ul>	<p>Execution and Expectations:</p> <ul style="list-style-type: none"> <li>• EXPD planning begins 3 weeks before EXPD is kicked off</li> <li>• EXPD balances whole group needs with personalized paths</li> <li>• Teachers receive frequent feedback and coaching- at least 1 coaching session per week</li> <li>• Teachers set public goals</li> <li>• Teachers are held publicly</li> </ul>	<p>Execution and Expectations:</p> <ul style="list-style-type: none"> <li>• Everyone has a coach.</li> <li>• Coaches use the Impact Cycle with teachers how to focus coaching cycle and appropriate PEERS goals</li> <li>• Coaching happens at least 1x every 2 weeks</li> <li>• Learning Experience Team will support in role implementation and professional</li> </ul>	<p>Execution and Expectations:</p> <ul style="list-style-type: none"> <li>• Agendas are planned before the meeting and sent out to LT members 24 hours in advances</li> <li>• Practices from <i>How to Make Meetings Work</i> are used including roles, facilitating shares, etc</li> <li>• Teams meet for 1.5 hours each week</li> </ul>	<p>Execution and Expectations:</p> <ul style="list-style-type: none"> <li>• Agendas are mapped to key areas of focus norms</li> <li>• calibration, MTSS, IEP/504 internalization</li> <li>• Teams meet every other week</li> </ul>	<p>Execution and Expectations:</p> <ul style="list-style-type: none"> <li>• Course level teams will be supported by the Learning Experience Team</li> <li>• Each CLT meeting will have a suggested agenda aligned to the practices of Calibration, project internalization and looking at student work.</li> <li>• Teams meet every other week</li> </ul>



		accountable for work each week of Expeditions	development across the model complementing individual coaching		
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### Teacher Leader Structure Schedule

Day	Monday	Tuesday	Wednesday	Thursday	Friday
Time	3:30- 5:00	3:30- 5:00	3:15/3:30- 5:00	3:30- 5:00	3:30- 5:00
Structure	GLT/MLT	Office Hours by subject teachers	Leadership Team Meeting LT 3:30-5:00	Office Hours by subject teachers	No after school
Week A	GLT 3:30-5:00				
Week B	MLT 3:30-5:00				





# SUMMIT PUBLIC SCHOOLS

## Sexual Harassment Policy

Summit Public Schools (SPS) is an equal opportunity employer and is committed to providing and continuing to provide a positive and productive education and working environment free from discrimination, including sexual harassment, of any kind. Summit Public Schools prohibits sexual harassment of students, employees and others involved in school district activities.

This policy is intended to be consistent with, and intended to be, enforced in conformance with Title VII of the Civil Rights Act of 1964, which proscribes harassment in the workplace.

The policy of Summit Public Schools forbids discrimination against any employee, applicant for employment, or student, on the basis of sex. The school will not tolerate sexual harassment activity by any of its employees. This policy similarly applies to contractors, non-employee volunteers or any other persons who work subject to the control of school authorities.

### Definition of Sexual Harassment

1. Conduct of a Sexual Nature - Conduct of a sexual nature may include, but is not limited to, verbal, visual or physical sexual advances, including subtle pressure for sexual activity; touching, staring, looking up and down, pinching, patting, or brushing against; comments regarding physical or personality characteristics of a sexual nature; sexually-oriented "kidding," "teasing," double-entendres, explicit or suggestive messages, cartoons, pictures and jokes, and any harassing conduct to which an employee would not be subjected by for such employee's sex.
2. Unwelcome Conduct of a Sexual Nature
  - a. Verbal, visual or physical conduct of a sexual nature may constitute sexual harassment when the allegedly harassed employee has indicated, by his or her conduct, that it is unwelcome.
  - b. An employee who has initially welcomed such conduct by active participation must give specific notice to the alleged harasser that such conduct is no longer welcome in order for any such subsequent conduct to be deemed unwelcome.
  - c. SPS prohibits any conduct of a sexual nature directed toward students by teachers or others to whom this policy applies, and shall presume that any such conduct is unwelcome.

### Sexual Harassment Prohibited

For the purposes of this policy, unwelcome sexual advances or requests for sexual favors, and other unwelcome conduct of a sexual nature constitute prohibited sexual harassment if:

1. submission to the conduct is made either an explicit or implicit condition of employment (as an illustration, and not as a limitation, where a person's continued employment is conditioned upon or impacted by prohibited sexual-based factors);
2. submission to or rejection of the conduct is used as a basis for an employment decision affecting the harassed employee; and
3. the conduct substantially interferes with an employee's student's performance, or creates an intimidating, hostile, or offensive work or school environment, regardless of whether the employee's continued employment or compensation is affected).

SPS has specific prohibitions with administrators and supervisors. It is sexual harassment for a manager or supervisor to use his or her authority to solicit sexual favors or attention from subordinates when the subordinate's failure to submit will result in adverse treatment, or when the subordinate's acquiescence will result in preferential treatment.

1. Administrators and supervisors who either engage in sexual harassment or tolerate such conduct by other employees shall be subject to sanctions, as described below.
2. Non-managerial and Non-supervisory Employees - It is sexual harassment for a non-administrative and non-supervisory employee to subject another such employee to any unwelcome conduct of a sexual nature. Employees who engage in such conduct shall be subject to sanctions as described below.
3. Employees and Students - It is sexual harassment for an employee to subject a student to any conduct of a sexual nature. Employees who engage in such conduct shall be subject to sanctions.

Sexual harassment can occur adult to student, student to adult, student to student, adult to adult, male to female, female to male, male to male and female to female.

### **Reporting, Investigation, and Sanctions**

It is the express policy of SPS to encourage victims of sexual harassment to **report such claims**. SPS understands that victims of harassment are often embarrassed and reluctant to report acts of harassment for fear of being blamed, concern about being retaliated against, or because it is difficult to discuss sexual matters openly with others. However, no employee of SPS should have to endure harassing conduct, and therefore SPS encourages everyone to promptly report any incidents of harassment so that corrective action can be taken. This may be done through the employee grievance resolution procedure or by reporting such matters to the onsite Director or Team Lead.

Employees who feel that their **superiors** are conditioning promotions, increases in wages, continuation of employment, or other terms or conditions of employment upon agreement to unwelcome conduct of a sexual nature, are encouraged to report these conditions to the appropriate administrator. If the employee's direct administrator or supervisor is the offending person, the report shall be made to the next higher level of authority.

**Students** who feel that he/she is being or has been subjected to sexual harassment on school grounds or at a school-sponsored or school-related activity are urged to report any conduct of a sexual nature by school employees or others to whom this policy applies to a school counselor or administrator.

- A school employee to whom a complaint is made shall, within 24 hours of his/her receiving the complaint, report it to the Executive Director;

- Any school employee or student who observes any incident of sexual harassment shall report his/her observation to the Executive Director, whether or not the victim makes a complaint. If the alleged harasser is the Executive Director, the employee may report the complaint or his/her observation of the incident to the Superintendent or designee who shall investigate the complaint;
- The Superintendent or designee shall ensure that any complaints regarding sexual harassment are immediately investigated in accordance with SPS policies;
- Where the Executive Director or designee finds that sexual harassment occurred, he/she shall take prompt, appropriate action to end the harassment and address its effects on the victim;
- The Executive Director or designee shall also advise the victim of any other remedies that may be available;
- Every reported complaint of harassment will be **investigated** promptly, equitably and thoroughly by SPS;
- Typically the investigation will include interviewing the complainant, anyone who may have knowledge of the alleged harassment, and the alleged harasser;
- Once the investigation is completed, SPS will notify the complainant of the results of the investigation; and
- Any employee found to have engaged in sexual harassment shall be subject to sanctions, including, but not limited to, warning or reprimand, suspension, or termination, subject to applicable procedural requirements.

Students may file a formal complaint with the Superintendent or designee in accordance with Summit's Uniform Complaint Procedures. SPS will make every effort to handle the investigation in as confidential a manner as possible consistent with a thorough, fair and proper investigation.

Engaging in sexual harassment will result in appropriate **discipline** or other appropriate sanctions against offending students, staff and contractors. Discipline and sanctions include, but are not limited to:

- Report to law enforcement, where necessary. Suspected child abuse will be reported to law enforcement and/or Child Protective Services
- Access to school property and activities restricted, as appropriate.

**Retaliation or reprisals** against any person who makes or is a witness in a sexual harassment complaint is prohibited and will result in appropriate discipline. The district will take appropriate actions to protect involved persons from retaliation. If you feel you have been subject to retaliation in any form, you should report it to your Director or Team Lead.

It is a violation of this policy to knowingly report false allegations of sexual harassment. Persons found to knowingly report or corroborate false allegations will be subject to appropriate discipline.

#### **Filing Complaints with State and Federal Agencies**

In addition to notifying SPS of harassment or retaliation, aggrieved parties may wish to file complaints with other appropriate state and federal agencies including the Department of Fair Employment and

Housing (DFEH), which has authority to conduct investigations of facts. The deadline for filing complaints with the DFEH is two years from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may seek an administrative hearing before the California/Washington Fair Employment and Housing Commission or file a lawsuit in court. Both the California/Washington Fair Employment and Housing Commission (FEHC) and the courts have the authority to award monetary and non-monetary relief in meritorious cases. Employees can contact the nearest DFEH office or the FEHC by checking the state government listings in the local telephone directory.

Additional Information:

- [Fair Treatment Policy](#)
- [Summit Bullying Policy](#)
- [Staff Student Interaction Policy](#)
- [Preventing Sexual Abuse Procedure](#)
- In California, refer to the [Department of Fair Employment and Housing and the Equal Employment Opportunity Commission](#) brochure
- Contact Human Resources at [hr@summitps.org](mailto:hr@summitps.org)

# SUMMIT PUBLIC SCHOOLS

## INTENT TO ENROLL FORM

For School Year:  2018-19  2019-20

For the above school year, the student will be in grade  6  7  8  9  10  11  12

### STUDENT INFORMATION

Legal Last Name: \_\_\_\_\_

Legal First Name: \_\_\_\_\_

Legal Middle Name: \_\_\_\_\_

Date of Birth (mm/dd/yyyy): \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Gender:  Male  Female  Non-binary

Please mark which school(s) student is interested in enrolling (\* indicates new grade for 2019-20)

- Summit Denali** (Sunnyvale | Grades 6-11, 12\*)  **Summit Shasta** (Daly City | Grades 9-12)  
 **Everest Public High School** (Redwood City | Grades 9-12)  **Summit Prep** (Redwood City | Grades 9-12)  
 **Summit K2** (El Cerrito/Richmond | Grades 7-11, 12\*)  **Summit Tamalpais** (Richmond | Grades 7-9, 10\*)  
 **Summit Rainier** (San Jose | Grades 9-12)  **Summit Tahoma** (San Jose | Grades 9-12)

The student is currently enrolled at (school, city): \_\_\_\_\_

### GUARDIAN INFORMATION

**Parent/Guardian 1 Name:** \_\_\_\_\_ **Relationship to student:** \_\_\_\_\_

Residence Address - Student lives at this address:  Yes  No

Street

City

State

Zip Code

Home Ph. (include area code): \_\_\_\_\_ Cell Ph. (include area code): \_\_\_\_\_

Parent/Guardian E-mail: \_\_\_\_\_ Contact Preference:  E-mail  Text/Phone

**Parent/Guardian 2 (optional) Name:** \_\_\_\_\_ **Relationship to student:** \_\_\_\_\_

Use same address as Parent/Guardian 1 (If yes, skip to phone number below)

Residence Address - Student lives at this address:  Yes  No

Street

City

State

Zip Code

Home Ph. (include area code): \_\_\_\_\_ Cell Ph. (include area code): \_\_\_\_\_

Parent/Guardian E-mail: \_\_\_\_\_ Contact Preference:  E-mail  Text/Phone

Is the student Hispanic or Latino/a (optional)?  Yes  No

Please select up to 5 races/ethnicities that the student identifies as (optional):

American Indian or Alaska Native  Cambodian  Guamanian  Japanese  Other Asian  Tahitian

Asian Indian  Chinese  Hawaiian  Korean  Other Pacific Islander  Vietnamese

Black or African American  Filipino  Hmong  Laotian  Samoan  White / Caucasian

---

---

What is the primary language spoken by adults in your home? \_\_\_\_\_

---

---

How did you hear about Summit? If it was a specific person or at a specific place, please include the name.

---

---

Enrollment Priorities:

Sibling attended/graduated from a Summit school.

Name of sibling: \_\_\_\_\_ Name of school: \_\_\_\_\_

---

---

### ACKNOWLEDGEMENT OF INFORMATION

Summit Public Schools are free public schools open to all. Acceptance is not a reflection of academic merit or needs. By signing this form, the family acknowledges that all information provided is correct and indicates meaningful interest to enroll at a Summit Public School. In addition, the family understands that an enrollment offer to a Summit Public School is on a space-available basis. If there are more students expressing intent to enroll than spots available, we will use a random selection process (see school calendars for enrollment offer dates) to determine who will receive a space. Summit Public Schools will e-mail or mail notification of enrollment status to families within one week of the random selection process. If the student chooses not to accept their offer in a timely manner, we will offer that space to another student. Furthermore, the family understands that upon receiving and processing an Intent to Enroll, Summit Public Schools will produce a receipt to the family. If the family does not receive a receipt, it is the responsibility of the student/guardian to secure one.

Parent / Guardian Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Intent to Enroll forms must be dropped off at a Summit school or completed online. Note that each school has a separate Intent to Enroll deadline, which can be found on the website (<http://www.summitps.org/enroll>).**




settings (/settings) > forms (/settings/forms) > application (/settings/forms#application) > intent to enroll - ca - sy21

# Application

## Application Preview

 Note: guardian information is collected separately from this application.

Please complete the information below and your intent to enroll will be submitted to your  schools of interest.

### Student General Information

### Student Residence

Support

### Racial / Ethnic Identification (Optional)

Is the student Hispanic or Latino/a?  Yes  No

Please select up to 5 race or ethnicities you identify as:

- American Indian or Alaska Native     Asian Indian     Black or African American
- Cambodian     Chinese     Filipino or Filipino American     Guamanian
- Hawaiian     Hmong     Japanese     Korean     Laotian     Other Asian
- Other Pacific Islander     Samoan     Tahitian     Vietnamese
- White / Caucasian

### Languages

What language is spoken most often by adults in the house?



\*

### Siblings

Does the student have a brother or sister currently attending a Summit School?  Yes

No

Sibling Name

Select Grade

School Attending

Sibling's Date of Birth

Month Day Year

Does the student have a brother or sister who has graduated from a Summit School?  Yes  No

Sibling Name

School Graduated From

Date of Graduation (approximate date)

Month Day Year

**Additional Information**

Is one of the parents or guardians employed by Summit Public Schools?  Yes  No

Employee Name

Where does the parent or guardian work?

Select School

Is the parent or guardian a Founding Family Member?  Yes  No

Founding Family Member Name

**(For Staff) How did the family provide you the details to fill out this application? \***



## Additional Information and Intent to Enroll

### Discovery

**How did you hear about Summit Public Schools? (select all that apply) \***

- Principals, teachers, or faculty at other schools
- Friends, family, colleagues (not affiliated with school)
- Parent, student, alumni, or faculty of Summit school
- Nonprofit or other community organization
- Presentation at your current school
- School fair
- Flyers and posters in local business / organization
- Mailing
- Google, Yahoo, or other search engine
- Information booth at a community event, retailer, or organization
- Summit representative approached you
- Facebook

- Summit website
- GreatSchools
- Local blog
- Other websites
- Phone call ad
- Ad in newspaper (i.e., The Mercury news, The San Francisco Chronicle)
- Radio advertisement (i.e. FM Radio)
- Online streaming service (e.g. Pandora, Spotify)
- Ad in church bulletin
- Movie theater advertising
- Mall advertisement
- Other online ads
- Not listed here

## Acknowledgment

Summit Public Schools are free public schools open to all. Acceptance is not a reflection of academic merit or needs. By signing this form, the family acknowledges that all information provided is correct and indicates meaningful interest to enroll at a Summit Public School. In addition, the family understands that an enrollment offer to a Summit Public School is on a space-available basis. If there are more students expressing intent to enroll than spots available, we will use a random selection process (see school calendars for enrollment offer dates) to determine who will receive a space. Summit Public Schools will e-mail or mail notification of enrollment status to families within one week of the random selection process. If the student chooses not to accept their offer in a timely manner, we will offer that space to another student. Furthermore, the family understands that upon receiving and processing an Intent to Enroll, Summit Public Schools will produce a receipt to the family. If the family does not receive a receipt, it is the responsibility of the student/guardian to secure one.

**If you agree with the paragraph above, please select 'I acknowledge' to continue: \***

- I acknowledge

**Edit** **Delete**

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# Restorative Practices

## Philosophy

A strong student culture occurs when the expectations are high, clear, and predictable. Students feel capable of meeting this high bar because they know what's expected of them. They have a good sense of what the boundaries are, and they know the consequences if they go beyond them. Though these boundaries may not be the same for every teacher nor the consequences the same for every student or every deviation from the high bar, things are consistent enough that students feel set-up for success in living up to the high expectations, and they feel the system is fair.

Recognizing, celebrating and praising students who live up to the high bar is a great way to demonstrate the desired school culture. Highlighting model behavior should be a focus on our campus, and doing so will result in most of the students striving to follow suit most of the time.

Even with all of the above in place, some students may fall short of our high expectations; some may actively rebel. When students behave in ways that harm the community, logical consequences result. This means emphasizing reflection, empathy and redemption.

Emphasizing reflection, empathy and redemption requires patience. That said, there are techniques that we can use to help students progress in their development on this front. Perhaps the most impactful is ensuring that students hear and understand how their behavior affects others. This happens when people around them use "affective statements" and ask "affective questions" (that is, statements and questions that emphasize the effect that the behavior has). Oftentimes, when students are among those impacted, hearing from them can be the most powerful, for example in Restorative Circles.

Underlying all of this is the notion that interactions between students and teachers must come from a place of respect. This mutual respect is sacrosanct. Students must respect decisions that adults make; adults must separate the deed from the doer and avoid public shaming. A violation of this respect becomes the first thing that must be addressed and restored before other actions are taken.

## Faculty Objectives for Restorative Practices

Summit offers training to all faculty on restorative practices during Summer of Summit and throughout the school year, and school leaders offer additional coaching and support throughout the school year as faculty implement restorative practices in their classrooms and with their mentees. The following are the objectives for those trainings and are aligned with the philosophy outlined above.

### **SECTION 1:**

***Objective 1A: Faculty will become familiar with affective language and questioning.***

***Objective 1B: Faculty will get behind a collective discipline philosophy.***

### **SECTION 2:**

***"A strong student culture occurs when the expectations are high, clear and predictable. Students feel capable of meeting this high bar because they know what's expected of them. They have a good sense of what the boundaries are, and they know the consequences if they go beyond them."***

**Objective 2A: Faculty will calibrate on and – where applicable – achieve consensus on the boundaries for students.**

**Objective 2B: Faculty will have been equipped with ideas for logical consequences for potential student behavior.**

### **SECTION 3:**

*“Mutual respect is sacrosanct... A violation of this respect becomes the first thing that must be addressed and restored before other actions are taken.”*

**Objective 3a: Faculty will achieve consensus on a policy that maintains their authority and respect in the classroom.**

**Objective 3b: Faculty will be prepared to have really good conversations with kids that will make the implementation of these plans successful.**

### **SECTION 4:**

*“Oftentimes, when students are among those impacted, hearing from them can be the most powerful, for example in Restorative Circles.”*

**Objective 4: Faculty will become familiar with restorative circles, and practice implementing them.**

### **SECTION 5:**

*“Recognizing, celebrating and praising students who live up to the high bar is a great way to demonstrate the desired school culture.”*

**Objective 5: Faculty will implement structures, events and/or campaigns that recognize, celebrate and praise students who demonstrate our desired school culture.**

## **Student Objectives for Restorative Practices Workshop**

As part of Summit’s implementation of restorative practices, Summit faculty have developed several resources for students: lesson plans, lists of explanatory/exploratory content that students can access at any time, and classroom workshops. The following are student objectives for the content and activities:

- Explain the differences between Zero Tolerance practice and Restorative Practices and the rationale for implementing these practices at school sites.
- Explain the benefits of implementing Restorative Practices at school sites on student behaviors, school culture and outreach to families, CMO and community stakeholders.
- Understand theoretical frameworks underlying Restorative Practices.
- Articulate the Restorative Practice implementation process.

## **Faculty Resources**

- *The Little Book of Restorative Justice* (Zehr)
- *The Restorative Practices Handbook* (Costello, Wachtel, and Wachtel)
- “Restorative Justice? What’s That?” (Zehr)
- “Restorative Justice: A Working Guide for Our Schools” (Kidde and Alfred)





# **Suspension and Expulsion Policy**

## **(California)**

### **2019 - 2020**

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# Introduction

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 Summit Public Schools ("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 and procedures has been prepared to provide due process to all students. The list of offenses and procedures provide safety for students, staff, and visitors to the Charter School and serves the best interests of the Charter School's pupils and their parents/guardians. 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 clearly describe discipline expectations, and it will be distributed to students and families at the beginning of the school year.

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 these Policy and Procedures are available on request at the 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.

No student shall be involuntarily removed (disenrolled, dismissed, transferred or terminated) by the School for any reason, unless the parent or guardian has been provided written notice at least five school days before the effective date of the removal. For all involuntary removals, including expulsions and dismissals for non-disciplinary reasons, parents must be informed of their right to a hearing before the effective date of the removal. If the student's parent or guardian initiates the hearing procedures, the student must remain enrolled until the charter school issues a final decision.

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.

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

## **A. Grounds for Suspension and Expulsion of Students**

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at 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**

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

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force of violence upon the person of another, except self-defense.
- c) 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 Director or designee's concurrence.
- d) 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.
- e) 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.
- f) Committed or attempted to commit robbery or extortion.
- g) Caused or attempted to cause damage to school property or private property.
- h) Stole or attempted to steal school property or private property.
- i) 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.
- j) Committed an obscene act or engaged in habitual profanity or vulgarity.
- k) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- r) Made terrorist threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- 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, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

- ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
  - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
  - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation and transmission originated on or off the 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, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- w) A student who aids or abets 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.

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

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the 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) 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 Director or designee's concurrence.
- d) 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.
- e) 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.
- f) Committed or attempted to commit robbery or extortion.
- g) Caused or attempted to cause damage to school property or private property.
- h) Stole or attempted to steal school property or private property.
- i) 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.
- j) Committed an obscene act or engaged in habitual profanity or vulgarity.
- k) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- r) Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out,



which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
    - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
  - 2. "Electronic Act" means the creation 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, or image.
    - ii. A post on a social network Internet Web site including, but not limited to:
      - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
      - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the

purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

- (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- w) A student who aids or abets 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 may be subject to expulsion.

#### 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 that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, onto 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 Director or the Director's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Director.

The conference may be omitted if the 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 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 suspension, the Director 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 Director or 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 Director or designee upon either of the following determinations: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

## **D. Authority to Expel**

A student may be expelled upon the recommendation of an Administrative Panel with the approval of the Superintendent or their designee. The Administrative Panel should consist of at least three members who are certificated and are not an instructor of the pupil. 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 adjudicated by a neutral officer to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within a reasonable number of days after the Director or designee determines that the pupil has committed an expellable offense.

The Administrative Panel will hear the case, and will make a recommendation to the Superintendent or their designee for a final decision whether to expel. The hearing shall be held in compliance with all pupil confidentiality rules under FERPA. The hearing shall be held in closed session unless the pupil makes a written request for a public hearing 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 which shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.

3. At the discretion of the entity conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the 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 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 Superintendent or their designee. The final decision by the Superintendent or their designee shall be made within ten (10) school days following the conclusion of the hearing. The decision of the the Superintendent or their designee is final.

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

## **I. Written Notice to Expel**

The Director or designee following a decision of the Superintendent or their designee to expel shall send written notice of the decision to expel, including the Administrative Panel's 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 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 Summit Public Schools Superintendent or their designee's 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 Administrative Panel 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 discretion of the Director and the Superintendent or their designee following a meeting with the 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 Director shall make a recommendation to the Superintendent or their designee following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

## **O. Special Procedures for the Consideration of Suspension and Expulsion of Students With Disabilities**

### **1. Notification of SELPA**

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

### **2. Services During Suspension**

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which would 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 alternative educational setting.

### 3. Procedural Safeguards/Manifestation Determination

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

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

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

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

- a. Conduct a functional behavioral assessment 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 U.S.C. Section 1415(K), or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the Charter School agree otherwise.



## 5. Special Circumstances

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

The 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 IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

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

1. 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.
2. The parent has requested an evaluation of the child.
3. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

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

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

The Charter School shall not be deemed to have knowledge of 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.

**Summit Public Schools: Tahoma – Charter Renewal Budget Narrative**

*The following financial projections are based on 5 years of operating Summit Tahoma and 18 years of operating the other 10 schools in the Summit Public Schools network.*

**Enrollment:**

Per the Summit model, Tahoma is a small school, enrolling 100-120 students per grade. In 2020-21, Tahoma's enrollment is budgeted to be 458 students.

Enrollment	20-21	21-22	22-23	23-24	24-25
9	75	110	110	110	110
10	100	110	110	110	110
11	141	100	110	110	110
12	142	141	100	105	105
Total	458	461	430	435	435

**Key Revenue Sources:**

The principal source of funding is the Local Control Funding Formula (LCFF) from the State of California (a copy of the LCFF calculator is included in the attached excel file). The '20-21 anchor year is based on the current draft budget revision. The draft revised budget includes current enrollments and expected LCFF funding, one time funding provided from the CARES ACT and other expected revenues. CARES ACT funds also have corresponding expenses outlined in the Learning Continuity and Attendance Plan (LCP).

Cost of living increases (COLA) for expenses are low based on the current economic climate. Salary increases are in alignment with the Summit compensation plan, however, teacher compensation increases cannot be estimated at this time as a collective bargaining agreement has not been finalized.

Summit Tahoma is a member of good standing in the El Dorado County Charter SELPA. Funding and cash flow materials can be found [here](#).

**Key Expenses:**

Staffing Plan:

To ensure the highest level of attention to our students, Tahoma will maintain a low student faculty ratio. The school plans to maintain its current staffing and increase it with each new grade level until Summit Tahoma is fully built out with grades 9 – 12.

20-21	
<b>Faculty</b>	
English	4
History	4
Math	4
Science	4
Spanish	2
Resource Teacher	3
Total Teaching Staff	21
<b>Administration</b>	
Executive Director	1
Assistant Director	1
Dean	2
Community Engagement Manager	1
Office Assistant	1
Special Education Aide	3
Athletic Director	0.5
Lunch Server/Reopening Staff	1.15
Total FTE	31.65

## Base Salary

The Teacher Salary Scale has been updated for the school year. Placement is dependent on years of teaching experience, advanced degrees, and teaching credential.

SY21 Summit CA Base Scale			
	<i>Low</i>	<i>Mid</i>	<i>High</i>
1	\$56,467	\$59,291	\$62,255
2	\$58,726	\$61,662	\$64,745
3	\$61,075	\$64,129	\$67,335
4	\$63,518	\$66,694	\$70,029
5	\$66,059	\$69,362	\$72,830
6	\$68,701	\$72,136	\$75,743
7	\$71,449	\$75,021	\$78,773
8	\$74,307	\$78,022	\$81,923
9	\$77,279	\$81,143	\$85,200
10	\$80,370	\$84,389	\$88,608
11	\$83,585	\$87,765	\$92,153
12	\$86,929	\$91,275	\$95,839
13	\$90,406	\$94,926	\$99,672
14	\$94,022	\$98,723	\$103,659
15	\$97,783	\$102,672	\$107,806

A “Summit experience” stipend is added as part of compensation to teachers who have taught at Summit for at least 3 years. Teachers who have taught at Summit for 3-4 years receive an additional \$2,000 to their base compensation and teachers who have taught at Summit for at least 5 years receive an additional \$5,000 to their base compensation.

Summit assumes 10% teacher turnover every year, and also uses common administration scales throughout the organization.

### Benefits:

Tahoma faculty members will receive health, dental, and vision benefits. Health and welfare benefits at Summit have maintained at 9%-10% of compensation over the last several years. For this budget, a 10% of compensation is assumed for health and welfare costs. Other benefits are also calculated as a percent of compensation. Faculty members will receive short and long-term disability and life insurance without charge. Finally, qualified certificated faculty will be enrolled in STRS. Non-certificated staff will be eligible for a comparable retirement plan.

Summit employees cover 25% of their insurance costs, Summit Public Schools pays 75% of all medical/dental insurance premiums.

Books and Online Content:

Summit has budgeted a small amount for books and lab supplies. Our content is primarily online through the SPS Personalized Learning Platform at no expense to the schools. During 2021, Summit will be using distance learning at least during part of the year. The budget includes costs for obtaining e-books for English classes, document camera's and tripods for teachers as well as additional internet technology for students and teachers during the distance learning phase.

Technology:

To support the curriculum, Tahoma will maintain a 1:1 student computer ratio. Additionally, every faculty member will have a laptop. Summit has assumed a 2 year replacement rate. Our budget also includes servers, wireless boxes, video conferencing equipment/systems, and other technology costs. See the next section for more information.

Facilities:

Tahoma is located on a district facility (Independence High School), and is has a facility use agreement (FUA) with East Side Unified High School District (ESUHSD) (provided with this petition).

SPS Partnership Support Fees:

Tahoma will purchase financial, technology, data, fundraising, leadership, academic and professional development services from Summit Public Schools. The rates have been set for a multiyear period and depend on the size/maturity of the school. Because these services will be shared with the other SPS schools, Summit expect to access higher quality at a lower cost than would be possible for a single site school.

Elective, enrichment classes are managed under the "Expeditions" program. The program has a specific line item amount in the budget in the 5000 series accounts.

District Oversight:

District oversight is 1% of Local Control Funding Formula (LCFF) revenues.

Cash:

Summit Public Schools is committed to supporting our schools. The budget model presented includes three years of cash deferrals as currently expected based on California Department of Education (CDE) information. Our Board has passed a resolution stating that the SPS Central Office will provide all necessary funds to any of the schools for which it holds the charter, including any and all new schools that it will operate in the future (resolution available upon request). In the case of cash shortages, Summit Tahoma will have access to a cash loan from SPS Central. The model shows a cash need over three years of +/- \$1.1M. Summit Public schools has sufficient cash reserves to cover this temporary deferral situation.

Summit Tahoma Charter Renewal Budget

<b>Summit Public School: Tahoma</b>	<b>Base Rate/Source</b>	<b>20-21 Draft Revised Budget</b>	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>
Enrollment		458	461	430	435	435
ADA %		93.99%	95.00%	95.00%	95.00%	95.00%
7-8 ADA		0.00	0.00	0.00	0.00	0.00
9-12 ADA		430.47	437.95	408.50	413.25	413.25
Total ADA		430.47	437.95	408.50	413.25	413.25
Prior Year Enrollment at CBEDS		340	458	461	430	435
Prior Year ADA		324.5	430.47	437.95	408.50	413.25
Unduplicated Pupil Count %		34.41%	34.41%	34.41%	34.41%	34.41%
Special Education %		16.81%	10.00%	10.00%	10.00%	10.00%
LCFF Rate	LCFF Calculator	\$10,241	\$10,231	\$10,231	\$10,231	\$10,231
EPA Rate	Per ADA	\$200	\$200	\$200	\$200	\$200
In-Lieu Property Tax Rate		\$4,508	\$4,508	\$4,508	\$4,508	\$4,508

Summit Tahoma Charter Renewal Budget

Summit Public School: Tahoma	Base Rate/Source	20-21 Draft Revised Budget	21-22	22-23	23-24	24-25
<b>Revenues</b>						
8011 - General Purpose - State Aid		\$2,381,813	\$2,418,797	\$2,256,146	\$2,282,380	\$2,282,380
8012 - Education Protection Account Entitlement		\$86,095	\$87,590	\$81,700	\$82,650	\$82,650
8096 - Charter Schools in Lieu of Property Taxes		\$1,940,578	\$1,974,279	\$1,841,518	\$1,862,931	\$1,862,931
Total - LCFF Sources		\$4,408,486	\$4,480,666	\$4,179,364	\$4,227,961	\$4,227,961
<b>Federal Revenue</b>						
8290 - No Child Left Behind	\$100/Enrollment	\$45,979	\$46,561	\$44,290	\$45,675	\$46,545
8181 - Federal Special Education	\$125/prior year enrollment	\$42,500	\$57,250	\$57,625	\$53,750	\$54,375
8220 - Child Nutrition Programs	\$87/enrollment	\$39,983	\$30,426	\$28,810	\$29,580	\$30,015
8296 - Other Federal Revenue (ESSER/LLM)	CDE Allocation	\$254,611				
Total - Federal Revenues		\$383,073	\$134,237	\$130,725	\$129,005	\$130,935
<b>Other State Revenues</b>						
8380 - Special Education State	\$605/ADA	\$260,437	\$267,587	\$253,270	\$261,174	\$266,546
8380 - SPED MH	Estimated	\$18,508	\$18,508	\$18,508	\$18,508	\$18,508
8520 - Child Nutrition - State	\$7.6/Enrollment	\$3,490	\$3,688	\$3,440	\$3,480	\$3,480
8560 - State Lottery Revenue	\$199/ADA/SSC	\$85,664	\$88,028	\$83,334	\$85,956	\$87,609
8590 - Mandated Cost Block Grant	\$46.75/PY ADA/SSC	\$15,169	\$20,176	\$20,527	\$19,146	\$19,369
Total - All Other State Revenue		\$383,268	\$397,987	\$379,079	\$388,264	\$395,512
<b>Other Local Revenue</b>						
8634 - Food Service Sales	\$2.18/Enrollment*	\$998	\$2,766	\$2,580	\$2,610	\$2,610
8660 - Interest	Estimated	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500
8693 - Field Trips	\$55/Enrollment*	\$0	\$47,593	\$45,058	\$46,495	\$47,426
8800 - Donations/Fundraising	\$75/Enrollment*	\$34,438	\$35,036	\$33,110	\$34,365	\$35,235
8801 - Donations - Parents	\$25/Enrollment*	\$11,450	\$24,894	\$25,800	\$28,275	\$28,710
Total - Other Local Revenue		\$51,386	\$114,789	\$111,048	\$116,245	\$118,481
<b>Total - Revenue</b>		<b>\$5,226,213</b>	<b>\$5,127,679</b>	<b>\$4,800,216</b>	<b>\$4,861,475</b>	<b>\$4,872,889</b>



Summit Tahoma Charter Renewal Budget

Summit Public School: Tahoma	Base Rate/Source	20-21 Draft Revised Budget	21-22	22-23	23-24	24-25
<b>Expense</b>						
Salaries	See Enroll-Staffing Worksheet					
1100 - Certificated Teachers Salaries		\$1,337,436	\$1,337,436	\$1,337,436	\$1,337,436	\$1,337,436
1200 -Certificated Pupil Support Salaries		\$222,006	\$148,004	\$148,004	\$148,004	\$148,004
1311 - Cert Admin Salaries		\$320,615	\$332,157	\$344,115	\$356,159	\$368,624
Total - Certificated Salaries		\$1,880,057	\$1,817,597	\$1,829,555	\$1,841,599	\$1,854,064
2100 - Classified Instructional Salaries						
2200 - Classified Support Salaries		\$112,482	\$0	\$0	\$0	\$0
2400 - Classified Clerical & Office Salaries		\$222,580	\$211,134	\$218,735	\$226,390	\$234,314
2900 - Other Classified Salaries		\$48,904	\$49,909	\$50,949	\$51,997	\$53,082
Total - Classified Salaries		\$383,966	\$261,042	\$269,684	\$278,388	\$287,397
Total Salaries		\$2,264,023	\$2,078,640	\$2,099,239	\$2,119,987	\$2,141,461
<b>Employee Benefits</b>						
3100 - STRS	See Enrollment-Staffing	\$303,629	\$291,179	\$331,149	\$333,329	\$344,856
3300 - Medicare	1.45%	\$32,828	\$30,140	\$30,439	\$30,740	\$31,051
3400 - Health & Welfare Benefits	10%	\$230,025	\$211,190	\$213,283	\$215,391	\$217,572
3500 - Unemployment Insurance	0.75%	\$16,980	\$15,590	\$15,744	\$15,900	\$16,061
3600 - Workers Comp Insurance	1.1%	\$24,904	\$22,865	\$23,092	\$23,320	\$23,556
3700 - Classified Retirement Benefits	12.58%	\$48,303	\$32,839	\$33,926	\$35,021	\$36,154
Total - Employee Benefits		\$656,669	\$603,803	\$647,633	\$653,701	\$669,250

Summit Tahoma Charter Renewal Budget

<b>Summit Public School: Tahoma</b>	<b>Base Rate/Source</b>	20-21 Draft Revised Budget	21-22	22-23	23-24	24-25
<b>Books &amp; Supplies</b>						
4100 - Approved Textbook & Materials	\$17.82/Enrollment	\$8,160	\$8,293	\$7,852	\$8,104	\$8,265
4315 - Custodial Supplies	\$6.55/Enrollment	\$3,000	\$3,052	\$2,890	\$2,980	\$3,041
4330 - Office Supplies	\$54.44/Enrollment*	\$24,934	\$12,548	\$11,881	\$12,258	\$12,502
4352 - Testing Licenses and Fees	\$96.78/Enrollment	\$44,325	\$45,063	\$42,665	\$44,022	\$44,901
4354 - Copier	\$19.65/Enrollment	\$9,000	\$9,151	\$8,665	\$8,939	\$9,118
4355 - Hospitality	Fixed	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020
4357 - Tech Team IT Infrastructure Software	\$32.42/Enrollment	\$16,222	\$16,490	\$15,613	\$16,112	\$16,434
4359 - Schools Team Software	\$50.86/Enrollment*	\$23,294	\$13,830	\$13,094	\$13,511	\$13,781
4361 - Data Ops Software	\$22.18/Enrollment	\$10,158	\$10,326	\$9,778	\$10,088	\$10,288
4410 - Classroom Furniture	+/- \$10/Enrollment	\$0	\$4,610	\$4,365	\$4,502	\$4,594
4423 - Classroom Noncapitalized Equip	\$221/Enrollment*	\$101,049	\$95,888	\$88,150	\$90,959	\$92,777
4710 - Student Food Services	\$76/Enrollment*	\$34,858	\$35,437	\$33,549	\$34,617	\$35,309
Total - Books & Supplies		\$276,020	\$255,708	\$239,522	\$247,112	\$252,030
<b>5000 - Services &amp; Other Operating Expenses</b>						
5102 - Expeditions	\$1,014/Enrollment	\$464,412	\$467,454	\$436,020	\$441,090	\$441,090
5103 - SPS Service Fee	14.5% of LCFF Revenue	\$639,230	\$649,697	\$606,008	\$613,054	\$613,054
5107 - SPS SPED Central Services	\$189.37/Enrollment*	\$86,731	\$66,128	\$62,608	\$64,602	\$65,894
5300 - Dues & Memberships	\$18.28/Enrollment	\$8,370	\$8,510	\$8,058	\$8,313	\$8,478
5400 - Insurance	\$77.48/Enrollment	\$35,484	\$36,073	\$34,151	\$35,239	\$35,944

Summit Tahoma Charter Renewal Budget  
20-21 Draft

Summit Public School: Tahoma	Base Rate/Source	Revised Budget	21-22	22-23	23-24	24-25
<b>5500 - Operations &amp; Housekeeping</b>						
5515 - Janitorial, Gardening Services & Supplies	\$109.17/Enrollment	\$50,000	\$50,830	\$48,121	\$49,655	\$50,647
5535 - Utilities - All Utilities	N/A FUA					
5600 - Rentals, Leases, & Repairs	FUA-ESUHSD	\$210,989	\$210,989	\$210,989	\$210,989	\$210,989
5615 - Building repairs	\$25.43/Enrollment	\$11,647	\$11,838	\$11,210	\$11,567	\$11,797
5626 - Storage & Moving Expenses	Fixed	\$12,000				
5814 - Graduation & Student Activities	Fixed	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
5824 - District Oversight Fees	1% of LCFF Funds	\$44,085	\$44,807	\$41,794	\$42,280	\$42,280
5830 - Field Trips Expenses	\$114.71/Enrollment	\$0	\$52,881	\$50,065	\$51,661	\$52,696
5845 - Legal Fees	\$94.33/Enrollment*	\$43,203	\$41,490	\$34,400	\$32,625	\$30,450
5846 - Legal Settlements	Per Legal	\$75,000				
5854 - Outside Services	\$5.46/Enrollment	\$2,500	\$2,540	\$2,404	\$2,480	\$2,527
5855 - Substitutes	\$10.92/Enrollment	\$5,000	\$5,085	\$4,816	\$4,968	\$5,068
5864 - Professional Development	\$2.28/Enrollment	\$1,046	\$1,065	\$1,006	\$1,040	\$1,061
5865 - Student recruiting	Fixed	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
5866 - Community Day & School Recruitment	Fixed	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
5869 - Special Education Contractors	\$247.42/Enrollment*	\$113,318	\$87,129	\$82,491	\$85,121	\$86,822
5869 - Non-SPED MH	Fixed	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
5873 - Sports	\$10.97/Enrollment*	\$5,001	\$5,085	\$4,816	\$4,968	\$5,068
5875 - Staff Recruiting	\$57.64/Enrollment*	\$42,499	\$11,525	\$10,913	\$11,262	\$11,488
5900 - Communications & Internet/Stipends	\$25.61/Enrollment*	\$44,730	\$11,926	\$11,292	\$11,654	\$11,889
5915 - Postage and Delivery	\$5.00/Enrollment	\$2,290	\$2,328	\$2,206	\$2,275	\$2,319
Total - Services & Other Operating Expenses		\$1,945,035	\$1,814,880	\$1,710,868	\$1,732,343	\$1,737,061
6900 - - Depreciation		\$7,000	\$60,000	\$60,000	\$60,000	\$60,000
* Note: assumption amounts have been adjusted based on school closure, use of one time funds, and specific decisions made for 2021, which will be different in future years.						
Total - Expense		\$5,148,747	\$4,813,031	\$4,757,262	\$4,813,143	\$4,859,802
Net Surplus/(Deficit)		\$77,466	\$314,648	\$42,954	\$48,332	\$13,087
Ending Fund Balance		\$994,073	\$1,071,539	\$1,386,187	\$1,429,141	\$1,477,473
New fund Balance		\$1,071,539	\$1,386,187	\$1,429,141	\$1,477,473	\$1,490,560
Fund Balance as a percent of expenses		21%	29%	30%	31%	31%

Summit Tahoma Charter Renewal Budget

Summit Public School: Tahoma	Base Rate/Source	20-21 Draft Revised Budget	21-22	22-23	23-24	24-25
<b>Balance Sheet</b>	2020 Ending					
Cash on Hand	\$901,403	\$33,901	\$29,245	\$212,639	\$595,525	\$142,660
Accounts Receivable	\$563,900	\$1,501,819	\$1,273,765	\$1,192,443	\$521,991	\$294,081
Prepaid Expenses	\$72,345	\$72,345	\$72,345	\$72,345	\$72,345	\$72,345
Total Current Assets	\$1,537,648	\$1,608,065	\$1,375,356	\$1,477,428	\$1,189,861	\$509,087
Long Term Assets						
Leashold Improvements	\$53,336	\$53,336	\$1,253,336	\$1,253,336	\$1,253,336	\$1,253,336
Accumulated Depreciation	(\$10,518)	(\$17,518)	(\$77,518)	(\$137,518)	(\$197,518)	(\$257,518)
Net Long Term Assets	\$42,818	\$35,818	\$1,175,818	\$1,115,818	\$1,055,818	\$995,818
Total Assets	\$1,580,466	\$1,643,883	\$2,551,173	\$2,593,245	\$2,245,679	\$1,504,905
<b>Liabilities</b>						
Accounts Payable	\$154,293					
Accrued Liabilities	\$51,151	\$22,344	\$14,986	\$14,104	\$18,206	\$14,344
Current Loans	\$380,949	\$550,000	\$1,150,000	\$1,150,000	\$750,000	\$0
Total Current Liabilities	\$586,393	\$572,344	\$1,164,986	\$1,164,104	\$768,206	\$14,344
Beginning fund Balance	\$1,303,652	\$994,073	\$1,071,539	\$1,386,187	\$1,429,141	\$1,477,473
Change to Net Assets	(\$309,579)	\$77,466	\$314,648	\$42,954	\$48,332	\$13,087
Total Fund Balance	\$994,073	\$1,071,539	\$1,386,187	\$1,429,141	\$1,477,473	\$1,490,560
Total Liabilities and Fund Balance	\$1,580,466	\$1,643,883	\$2,551,173	\$2,593,245	\$2,245,679	\$1,504,905

Summit Tahoma Charter Renewal Budget

Summit Public School: Tahoma	Base Rate/Source	20-21 Draft Revised Budget	21-22	22-23	23-24	24-25
<b>Statement of Cash Flows</b>						
Net Surplus/Deficit		\$77,466	\$314,648	\$42,954	\$48,332	\$13,087
Add back Depreciation		\$7,000	\$60,000	\$60,000	\$60,000	\$60,000
change in AR		(\$937,918)	\$228,053	\$81,322	\$670,452	\$227,909
change in AP		(\$183,100)	(\$7,358)	(\$882)	\$4,102	(\$3,861)
Investing Activities			(\$1,200,000)			
Financing Activities		\$169,051	\$600,000		(\$400,000)	(\$750,000)
Beginning Cash		\$901,403	\$33,901	\$29,245	\$212,639	\$595,525
Ending Cash		\$33,901	\$29,245	\$212,639	\$595,525	\$142,660
From Month by Month		\$33,901	\$29,245	\$212,640	\$595,526	\$142,661
Days Cash on Hand		2.40	2.22	16.31	45.16	10.71
Reserve %		1%	1%	4%	12%	3%
Current Ratio		3	1	1	2	35

## Summit Tahoma Assumptions Sheet

Category	variable	Base Assumption				
		20-21	21-22	22-23	23-24	24-25
COLA		-0-	1.0%	1.5%	2.0%	2.0%
8290 - No Child Left Behind	Per Enrollment	\$ 100.39	\$ 101.00	\$ 103.00	\$ 105.00	\$ 107.00
8181 - Federal Special Education	Prior Year Enrollment	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
8181 - Federal Level III MH						
8220 - Child Nutrition Programs	Per ADA	\$ 87.30	\$ 66.00	\$ 67.00	\$ 68.00	\$ 69.00
<b>Other State Revenues</b>						
8380 - Special Education State	P-2 ADA	\$ 605.00	\$ 611.00	\$ 620.00	\$ 632.00	\$ 645.00
8520 - Child Nutrition - State		\$ 7.62	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
8560 - State Lottery Revenue	Per ADA/SSC	\$ 199.00	\$ 201.00	\$ 204.00	\$ 208.00	\$ 212.00
8590 - Mandated Cost Block Grant	Prior Year Attendance/SSC	\$ 46.75	\$ 46.87	\$ 46.87	\$ 46.87	\$ 46.87
<b>Other Local Revenue</b>						
8634 - Food Service Sales	Per Enrollment	\$ 2.18	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00
8660 - Interest	Fixed	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
8693 - Field Trips	90% of Cost		\$ 103.24	\$ 104.79	\$ 106.88	\$ 109.03
8699 - All Other Local Revenue	Per Enrollment	\$ 75.19	\$ 76.00	\$ 77.00	\$ 79.00	\$ 81.00
8801 - Donations - Parents	Per Enrollment	\$ 25.00	\$ 54.00	\$ 60.00	\$ 65.00	\$ 66.00
<b>Expense</b>						
4100 - Approved Textbooks & Core Curricula Materials	Per enrollment	\$ 17.82	\$ 17.99	\$ 18.26	\$ 18.63	\$ 19.00
4315 - Custodial Supplies	Per enrollment	\$ 6.55	\$ 6.62	\$ 6.72	\$ 6.85	\$ 6.99
4330 - Office Supplies	Per enrollment	\$ 54.44	\$ 27.22	\$ 27.63	\$ 28.18	\$ 28.74
4352 - Testing Licenses and Fees	Per enrollment	\$ 96.78	\$ 97.75	\$ 99.22	\$ 101.20	\$ 103.22
4353 - Curriculum Web Services			\$ -	\$ -	\$ -	\$ -
4354 - Copier	Per enrollment	\$ 19.65	\$ 19.85	\$ 20.15	\$ 20.55	\$ 20.96
4355 - Hospitality	Fixed	\$ 1,020	\$ 1,020	\$ 1,020	\$ 1,020	\$ 1,020
4357 - Tech Team IT Infrastructure Software	Per enrollment	\$ 35.42	\$ 35.77	\$ 36.31	\$ 37.04	\$ 37.78
4359 - Schools Team Software and Web Services	Per enrollment	\$ 50.86	\$ 30.00	\$ 30.45	\$ 31.06	\$ 31.68
4361 - Data Ops Software and Web Services	Per enrollment	\$ 22.18	\$ 22.40	\$ 22.74	\$ 23.19	\$ 23.65
4410 - Classroom Furniture, Equipment & Supplies	Per enrollment		\$ 10.00	\$ 10.15	\$ 10.35	\$ 10.56
4423 - Classroom Noncapitalized items 1	Per enrollment	\$ 220.63	\$ 208.00	\$ 205.00	\$ 209.10	\$ 213.28
4710 - Student Food Services	Per enrollment	\$ 74.00	\$ 74.74	\$ 75.86	\$ 77.38	\$ 78.93
4720 - Other Food Supplies		\$ 2.11	\$ 2.13	\$ 2.16	\$ 2.20	\$ 2.24
5102 - Expeditions	Per student	\$ 1,014.00	\$ 1,014.00	\$ 1,014.00	\$ 1,014.00	\$ 1,014.00
5103 - SPS Service Fee						
5107 - SPS SPED Central Services	Per enrollment	\$ 189.37	\$ 143.45	\$ 145.60	\$ 148.51	\$ 151.48
5200 - Travel & Conferences	Per enrollment	\$ -	\$ -	\$ -	\$ -	\$ -
5300 - Dues & Memberships	Per enrollment	\$ 18.28	\$ 18.46	\$ 18.74	\$ 19.11	\$ 19.49
5400 - Insurance	Per enrollment	\$ 77.48	\$ 78.25	\$ 79.42	\$ 81.01	\$ 82.63
5515 - Janitorial, Gardening Services & Supplies	Per enrollment	\$ 109.17	\$ 110.26	\$ 111.91	\$ 114.15	\$ 116.43
5615 - Building repairs	Per enrollment	\$ 25.43	\$ 25.68	\$ 26.07	\$ 26.59	\$ 27.12
5626 - Storage and Moving Expenses	Fixed					
5830 - Field Trips Expenses	Per enrollment		\$ 114.71	\$ 116.43	\$ 118.76	\$ 121.14
5845 - Legal Fees	Per enrollment	\$ 94.33	\$ 90.00	\$ 80.00	\$ 75.00	\$ 70.00
5854 - Consultants E Rate	Per enrollment	\$ 5.46	\$ 5.51	\$ 5.59	\$ 5.70	\$ 5.81
5855 - Substitutes	Per enrollment	\$ 10.92	\$ 11.03	\$ 11.20	\$ 11.42	\$ 11.65
5864 - Professional Development	Per enrollment	\$ 2.28	\$ 2.31	\$ 2.34	\$ 2.39	\$ 2.44
5865 - Student recruiting	Fixed	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
5866 - Community Day and School Recruitment	Per enrollment	\$ 5.46	\$ 5.51	\$ 5.59	\$ 5.70	\$ 5.81
5869 - Special Education Contractors	Per enrollment	\$ 247.42	\$ 189.00	\$ 191.84	\$ 195.68	\$ 199.59
5873 - Sports	Per enrollment	\$ 10.92	\$ 11.03	\$ 11.20	\$ 11.42	\$ 11.65
5875 - Staff Recruiting	Per enrollment	\$ 57.64	\$ 25.00	\$ 25.38	\$ 25.89	\$ 26.41
5900 - Communications & Internet	Per enrollment	\$ 25.61	\$ 25.87	\$ 26.26	\$ 26.79	\$ 27.33
5915 - Postage and Delivery	Per enrollment	\$ 5.00	\$ 5.05	\$ 5.13	\$ 5.23	\$ 5.33

		v21.2											
Education Code		2020-21					2021-22						
42238.02(b)													
		Base Grant			Unduplicated Pupil		Base Grant			Unduplicated Pupil			
		COLA & Augmentation	Proration	Factor	Percentage		COLA & Augmentation	Proration	Factor	Percentage			
		0.000%	0.00%	34.97%	34.97%	2020-21	0.000%	0.00%	34.41%	34.41%	2021-22		
		ADA	Base	Gr Span	Supp	Concen	TARGET	ADA	Base	Gr Span	Supp	Concen	TARGET
(d)(1)(A); (c		-	7,702	801	595	-	-	-	7,702	801	585	-	-
(d)(1)(B); (e		-	7,818		547	-	-	-	7,818		538	-	-
(d)(1)(C); (e		-	8,050		563	-	-	-	8,050		554	-	-
(d)(1)(D); (c		430.47	9,329	243	669	-	4,408,687	438.90	9,329	243	659	-	4,490,274
(i)(3)(B),422		-	-	-	-	-	-	-	-	-	-	-	-
(i)(3)(A)		-	-	-	-	-	-	-	-	-	-	-	-
		430.47	4,015,894	104,605	288,188	-	4,408,687	438.90	4,094,498	106,653	289,123	-	4,490,274
42238.02(g)		-	-	-	-	-	-	-	-	-	-	-	-
42238.02(h)		-	-	-	-	-	-	-	-	-	-	-	-
42238.02(i)		-	-	-	-	-	-	-	-	-	-	-	-
		4,408,687					4,490,274						
42238.03(d)		TRUE					TRUE						
42238.025		-					-						
42238.03(a)													
			12-13	20-21				12-13	21-22				
			Rate	ADA				Rate	ADA				
(a)(1)(A) & (B)			6,185.00	430.47	2,662,483			6,185.00	438.90	2,714,597			
(a)(1)(D)			-	430.47	-			-	438.90	-			
(a)(2)			-	-	-			-	-	-			
(a)(3)			629.49	430.47	270,979			629.49	438.90	276,283			
42238.03(f)			-	-	-			-	-	-			
(a)(4)			\$3,149.31	430.47	1,355,697			\$3,149.31	438.90	1,382,232			
					4,289,159					4,373,112			
42238.03													
		2020-21					2021-22						
42238.02(i)		4,408,687					4,490,274						
42238.03(a)		4,289,159					4,373,112						
(b)(1)													
(b)(3)		100.00%					100.00%						
		4,408,687					4,490,274						
42238.03(c)													
42238.03(b)(3)		4,408,687					4,490,274						
(c)(1)-(7)		(1,940,570)					(1,978,553)						
		2,468,117					2,511,721						
42238.03(e)													
(d)		12-13 Rate	20-21 ADA			N/A	12-13 Rate	21-22 ADA					N/A
(e)(1)(A) & (B)(i)		6,185.00	430.47	2,662,484			6,185.00	438.90	2,714,597				
(e)(1)(D)				-					-				
(e)(1)(E)				(1,940,570)					(1,978,553)				
(e)(2)				721,914					736,044				
(e)(3)				270,979					276,283				
				992,893					1,012,327				
				0.00%					0.00%				
				992,893					1,012,327				
47635(a)(4)				4,408,687					4,490,274				
				2,933,463					2,990,880				
				-					-				
				992,893					1,012,327				
				992,893					1,012,327				
				2,468,117					2,511,721				
		4,408,687					4,490,274						
(b)(3)		32.70%	1,086,512				1.85%	81,587					
		10,241					10,231						
(b)(3)		0.03%	3				-0.10%	(10)					
		-					-						
		Increase					Increase						
		2020-21					2021-22						
		32.74%	608,782	2,468,117			1.77%	43,604	2,511,721				
		0.00%	-	-			0.00%	-	-				
		32.66%	477,730	1,940,570			1.96%	37,983	1,978,553				
		32.70%	1,086,512	4,408,687			1.85%	81,587	4,490,274				





Tahoma Charter Renewal Budget (formatted) (1)Enroll-Staffing

Enrollment		20-21	21-22	22-23	23-24	24-25
7						
8						
9		75	110	110	110	110
10		100	110	110	110	110
11		141	100	110	110	110
12		142	141	100	105	105
		458	461	430	435	435

ADA Percentage	93.99%	95.00%	95.00%	95.00%	95.00%
Actual ADA (7-8)	0.00	0.00	0.00	0.00	0.00
Actual ADA (9-12)	430.47	437.95	408.50	413.25	413.25
Actual ADA (Total)	430.47	437.95	408.50	413.25	413.25
check	430.47	437.95	408.50	413.25	413.25

**Staffing/FTE**

Executive Director	1	1	1	1	1
Assistant Director	1	1	1	1	1
Dean	1	1	1	1	1
Grade Level Teachers(4 per grade)	16	16	16	16	16
Language (1 Per 2 HS grades)	2	2	2	2	2
Expeditions (Middle School)	0	0	0	0	0
Special Education Teacher	3	2	2	2	2
Special Education Aides	3	0	0	0	0
Dean of Operation	1	1	1	1	1
Community Engagement Manager	1	1	1	1	1
Office Assistant	1	1	1	1	1
Lunch Server/Reopening Staff	1.15	0.65	0.65	0.65	0.65
Sub Total	31.15	26.65	26.65	26.65	26.65

Athletic Director	0.5	0.5	0.5	0.5	0.5
Part Time Sport Coaches (per sport)	6	6	6	6	6

Average Network Salaries	Faculty Increase	0%	0%	0%	0%	
Salaries	Admin Increase	4%	4%	4%	4%	
Executive Director		\$124,730	\$129,220	\$133,872	\$138,558	\$143,407
Assistant Director		\$110,885	\$114,877	\$119,012	\$123,178	\$127,489
Dean		\$85,000	\$88,060	\$91,230	\$94,423	\$97,728
Grade Level Teachers(4 per grade)		\$74,002	\$74,002	\$74,002	\$74,002	\$74,002
Language (1 Per 2 HS grades)		\$74,002	\$74,002	\$74,002	\$74,002	\$74,002
Expeditions (Middle School)						
Special Education Teacher		\$74,002	\$74,002	\$74,002	\$74,002	\$74,002
Special Education Aides		\$37,494	\$37,494	\$37,494	\$37,494	\$37,494
Dean of Operations		\$75,475	\$78,192	\$81,007	\$83,842	\$86,777
Community Engagement Manager		\$62,653	\$64,909	\$67,245	\$69,599	\$72,035
Office Assistant		\$41,252	\$42,737	\$44,276	\$45,825	\$47,429
Lunch Server		\$37,565	\$38,917	\$40,318	\$41,730	\$43,190
Athletic Director		\$55,808	\$57,817	\$59,899	\$61,995	\$64,165
Coaches		\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
STRS		16.2%	16.0%	18.1%	18.1%	18.6%
Classified Retirement		12.6%	12.6%	12.6%	12.6%	12.6%

20-21 Month by Month Cash Flows

Tahoma Cash Flows															
5 year Cash Flow	20-21	July	August	September	October	November	December	January	February	March	April	May	June	Total	
<b>Income</b>															<b>Accrual</b>
Total - 8010 - Principal Apportionment	\$ 4,408,486	\$ 119,091	\$ 274,337	\$ 391,133	\$ 369,609	\$ 369,609	\$ 391,133	\$ 369,609	\$ 255,997	\$ 215,355	\$ 193,832	\$ 193,832	\$ 176,770	\$ 3,320,308	\$ 1,088,178
Total - 8100 - Federal Revenue	\$ 383,073	\$ -	\$ -	\$ -	\$ 13,312	\$ 3,998	\$ 3,998	\$ 3,998	\$ 26,118	\$ 3,998	\$ 3,998	\$ 15,493	\$ 14,623	\$ 3,998	\$ 89,538
Total - 8300 - Other State Revenues	\$ 383,268	\$ 13,022	\$ 13,022	\$ 23,439	\$ 49,641	\$ 23,788	\$ 23,788	\$ 49,831	\$ 11,365	\$ 19,737	\$ 30,611	\$ 4,568	\$ 349	\$ 263,163	\$ 120,105
Total - 8800 - Local/Donations/Fundraising	\$ 51,386	\$ 375	\$ 425	\$ 5,641	\$ 475	\$ 475	\$ 475	\$ 475	\$ 475	\$ 12,528	\$ 14,250	\$ 3,919	\$ 11,875	\$ 51,386	\$ -
<b>Total - Income</b>	<b>\$ 5,226,213</b>	<b>\$ 132,488</b>	<b>\$ 287,784</b>	<b>\$ 420,213</b>	<b>\$ 433,037</b>	<b>\$ 397,871</b>	<b>\$ 419,395</b>	<b>\$ 446,034</b>	<b>\$ 271,836</b>	<b>\$ 251,619</b>	<b>\$ 254,186</b>	<b>\$ 216,942</b>	<b>\$ 192,992</b>	<b>\$ 3,724,394</b>	<b>\$ 1,501,819</b>
<b>Expense</b>															
Total - 1000 - Certificated Salaries	\$ 1,880,057	\$ 26,718	\$ 168,485	\$ 168,485	\$ 168,485	\$ 168,485	\$ 168,485	\$ 168,485	\$ 168,485	\$ 168,485	\$ 168,485	\$ 168,485	\$ 168,485	\$ 1,880,057	
Total - 2000 - Classified Salaries	\$ 383,966	\$ 22,624	\$ 32,849	\$ 32,849	\$ 32,849	\$ 32,849	\$ 32,849	\$ 32,849	\$ 32,849	\$ 32,849	\$ 32,849	\$ 32,849	\$ 32,849	\$ 383,966	
Total - 3000 - Employee Benefits	\$ 656,669	\$ 54,722	\$ 54,722	\$ 54,722	\$ 54,722	\$ 54,722	\$ 54,722	\$ 54,722	\$ 54,722	\$ 54,722	\$ 54,722	\$ 54,722	\$ 54,722	\$ 656,669	
Total - 4000 - Books & Supplies	\$ 276,020	\$ 76,694	\$ 16,087	\$ 6,679	\$ 6,679	\$ 6,679	\$ 91,557	\$ 17,830	\$ 6,679	\$ 6,679	\$ 6,679	\$ 6,679	\$ 25,356	\$ 274,277	\$ 1,743
Total - 5000 - Services & Other Operating Expenses	\$ 1,945,035	\$ 133,095	\$ 140,179	\$ 137,251	\$ 123,230	\$ 123,230	\$ 328,941	\$ 123,230	\$ 123,230	\$ 123,230	\$ 137,251	\$ 123,230	\$ 308,340	\$ 1,924,434	\$ 20,601
<b>Total - Expense</b>	<b>\$ 5,148,747</b>	<b>\$ 313,853</b>	<b>\$ 412,323</b>	<b>\$ 399,987</b>	<b>\$ 385,966</b>	<b>\$ 385,966</b>	<b>\$ 676,555</b>	<b>\$ 397,116</b>	<b>\$ 385,966</b>	<b>\$ 385,966</b>	<b>\$ 399,987</b>	<b>\$ 385,966</b>	<b>\$ 589,753</b>	<b>\$ 5,119,403</b>	<b>\$ 22,344</b>
<b>Net Income</b>	<b>\$ 77,466</b>														
<b>Summary</b>															
<b>Net Income / Cash Position (without depreciation)</b>	<b>\$ 77,466</b>	<b>\$ (181,366)</b>	<b>\$ (124,540)</b>	<b>\$ 20,226</b>	<b>\$ 47,072</b>	<b>\$ 11,905</b>	<b>\$ (257,160)</b>	<b>\$ 48,917</b>	<b>\$ (114,130)</b>	<b>\$ (134,347)</b>	<b>\$ (145,801)</b>	<b>\$ (169,024)</b>	<b>\$ (396,761)</b>	<b>\$ (1,395,009)</b>	
Beginning Cash balance	\$ 901,403	\$ 901,403	\$ 697,544	\$ 573,005	\$ 593,231	\$ 640,302	\$ 652,207	\$ 395,047	\$ 443,964	\$ 329,834	\$ 195,487	\$ 49,686	\$ 30,662	\$ 901,403	
Accounts Receivable from Prior Year (add)	\$ 563,900	\$ 563,900												\$ 563,900	
Accounts Payable from Prior Year (subtract)	\$ (586,393)	\$ (586,393)												\$ (586,393)	\$ -
Capital Improvements												\$ 150,000	\$ 400,000	\$ 550,000	
Ending Cash by month	\$ 33,901	\$ 697,544	\$ 573,005	\$ 593,231	\$ 640,302	\$ 652,207	\$ 395,047	\$ 443,964	\$ 329,834	\$ 195,487	\$ 49,686	\$ 30,662	\$ 33,901	\$ 33,901	







24-25 Month by Month Cash Flows

Tahoma Cash Flows															
5 year Cash Flow	24-25	July	August	September	October	November	December	January	February	March	April	May	June	Total	
<b>Income</b>															<b>Accrual</b>
Total - 8010 - Principal Apportionment	\$ 4,227,961	\$ 114,119	\$ 263,153	\$ 375,111	\$ 354,449	\$ 354,449	\$ 375,111	\$ 354,449	\$ 354,449	\$ 375,111	\$ 354,449	\$ 354,449	\$ 375,111	\$ 4,004,409	\$ 223,552
Total - 8100 - Federal Revenue	\$ 130,935	\$ -	\$ -	\$ -	\$ 13,001	\$ 3,002	\$ 3,002	\$ 28,232	\$ 3,002	\$ 3,002	\$ 14,638	\$ 16,595	\$ 3,002	\$ 87,473	\$ 43,462
Total - 8300 - Other State Revenues	\$ 395,512	\$ 13,327	\$ 13,327	\$ 23,989	\$ 50,677	\$ 24,337	\$ 24,337	\$ 50,866	\$ 24,337	\$ 43,706	\$ 50,866	\$ 24,337	\$ 24,337	\$ 368,445	\$ 27,067
Total - 8800 - Local/Donations/Fundraising	\$ 118,481	\$ 12,232	\$ 506	\$ 5,921	\$ 12,493	\$ 636	\$ 636	\$ 12,493	\$ 636	\$ 12,968	\$ 26,587	\$ 4,160	\$ 29,216	\$ 118,481	\$ -
<b>Total - Income</b>	<b>\$ 4,872,889</b>	<b>\$ 139,678</b>	<b>\$ 276,986</b>	<b>\$ 405,022</b>	<b>\$ 430,618</b>	<b>\$ 382,423</b>	<b>\$ 403,086</b>	<b>\$ 446,039</b>	<b>\$ 382,423</b>	<b>\$ 434,787</b>	<b>\$ 446,539</b>	<b>\$ 399,541</b>	<b>\$ 431,665</b>	<b>\$ 4,578,808</b>	<b>\$ 294,081</b>
<b>Expense</b>															
Total - 1000 - Certificated Salaries	\$ 1,854,064	\$ 30,719	\$ 165,759	\$ 165,759	\$ 165,759	\$ 165,759	\$ 165,759	\$ 165,759	\$ 165,759	\$ 165,759	\$ 165,759	\$ 165,759	\$ 165,759	\$ 1,854,064	
Total - 2000 - Classified Salaries	\$ 287,397	\$ 23,950	\$ 23,950	\$ 23,950	\$ 23,950	\$ 23,950	\$ 23,950	\$ 23,950	\$ 23,950	\$ 23,950	\$ 23,950	\$ 23,950	\$ 23,950	\$ 287,397	
Total - 3000 - Employee Benefits	\$ 669,250	\$ 55,771	\$ 55,771	\$ 55,771	\$ 55,771	\$ 55,771	\$ 55,771	\$ 55,771	\$ 55,771	\$ 55,771	\$ 55,771	\$ 55,771	\$ 55,771	\$ 669,250	
Total - 4000 - Books & Supplies	\$ 252,030	\$ 73,157	\$ 11,959	\$ 5,702	\$ 5,702	\$ 5,702	\$ 86,890	\$ 13,725	\$ 5,702	\$ 5,702	\$ 5,702	\$ 5,702	\$ 24,621	\$ 250,265	\$ 1,765
Total - 5000 - Services & Other Operating Expenses	\$ 1,737,061	\$ 41,658	\$ 126,957	\$ 131,753	\$ 120,551	\$ 120,551	\$ 290,818	\$ 120,551	\$ 120,551	\$ 120,551	\$ 131,753	\$ 120,551	\$ 278,239	\$ 1,724,482	\$ 12,579
6900 - Depreciation	\$ 60,000														
<b>Total - Expense</b>	<b>\$ 4,859,802</b>	<b>\$ 225,254</b>	<b>\$ 384,395</b>	<b>\$ 382,934</b>	<b>\$ 371,732</b>	<b>\$ 371,732</b>	<b>\$ 623,187</b>	<b>\$ 379,755</b>	<b>\$ 371,732</b>	<b>\$ 371,732</b>	<b>\$ 382,934</b>	<b>\$ 371,732</b>	<b>\$ 548,339</b>	<b>\$ 4,785,457</b>	<b>\$ 14,344</b>
<b>Net Income</b>	<b>\$ 13,087</b>														
Summary															
<b>Net Income / Cash Position (without depreciation)</b>	<b>\$ (46,913)</b>	<b>\$ (85,577)</b>	<b>\$ (107,409)</b>	<b>\$ 22,088</b>	<b>\$ 58,886</b>	<b>\$ 10,691</b>	<b>\$ (220,101)</b>	<b>\$ 66,284</b>	<b>\$ 10,691</b>	<b>\$ 63,055</b>	<b>\$ 63,606</b>	<b>\$ 27,809</b>	<b>\$ (116,674)</b>	<b>\$ (206,650)</b>	
Beginning Cash balance	\$ 595,526	\$ 595,526	\$ 263,734	\$ 156,325	\$ 178,413	\$ 237,299	\$ 247,991	\$ 27,890	\$ 94,174	\$ 104,865	\$ 167,920	\$ 231,526	\$ 259,335	\$ 595,526	
Accounts Receivable from Prior Year (add)	\$ 521,991	\$ 521,991												\$ 521,991	\$ -
Accounts Payable from Prior Year (subtract)	\$ (18,206)	\$ (18,206)												\$ (18,206)	
Capital Improvements	\$ (750,000)	\$ (750,000)												\$ (750,000)	
<b>Ending Cash by month</b>	<b>\$ 142,661</b>	<b>\$ 263,734</b>	<b>\$ 156,325</b>	<b>\$ 178,413</b>	<b>\$ 237,299</b>	<b>\$ 247,991</b>	<b>\$ 27,890</b>	<b>\$ 94,174</b>	<b>\$ 104,865</b>	<b>\$ 167,920</b>	<b>\$ 231,526</b>	<b>\$ 259,335</b>	<b>\$ 142,661</b>	<b>\$ 142,661</b>	



## SUMMIT PUBLIC SCHOOLS FISCAL POLICIES AND PROCEDURES

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# FISCAL CONTROL POLICIES AND PROCEDURES

## OVERVIEW

The Board of Directors of Summit Public Schools has reviewed the following policies and procedures to ensure the most effective use of the funds of Summit Public Schools to support the mission and to ensure that the funds are budgeted, accounted for, expended, and maintained appropriately.

1. The Board of Directors formulate financial policies and procedures, delegate administration of the policies and procedures to the CEO and Executive Director and review operations and activities on a regular basis.
2. The CEO of Summit Public Schools has responsibility for all operations and activities related to financial management of Summit Public Schools. The Executive Director of Summit Public School: Denali has responsibility for all operations and activities related to financial management at Summit Public School: Denali.
3. Financial duties and responsibilities must be separated so that no one employee has sole control over cash receipts, disbursements, payrolls, and reconciliation of bank accounts.
4. All documentation related to financial matters will be completed by computer, word processor, typewriter, or ink.
5. The Board of Directors will commission an annual financial audit by an independent third party auditor who will report directly to them. The Board of Directors will approve the final audit report, and a copy will be provided to the charter-granting agency. Any audit exceptions and/or deficiencies will be resolved to the satisfaction of the Board of Directors and the charter-granting agency.

## Annual Financial Audit

1. The Board of Directors will annually appoint an audit committee by January 1 to select an auditor.
2. Any persons with expenditure authorization or recording responsibilities within the school may not serve on the committee.
3. The committee will annually contract for the services of an independent certified public accountant to perform an annual fiscal audit.
4. The audit shall include, but not be limited to:
  - a. An audit of the accuracy of the financial statements
  - b. An audit of the attendance accounting and revenue accuracy practices
  - c. An audit of the internal control practices

## FISCAL CONTROL POLICIES AND PROCEDURES

### PURCHASING

1. The CEO/Executive Director may authorize expenditures and may sign related contracts within the approved budget. The Board of Directors must approve expenditures that would result in a budget variance of \$25,000 of the specific budget line item.
2. The Board of Directors must approve contracts over 5% of operating expenses, with the exception of Intersession Contracts as approved in the adopted budget. Contracts below 5% of operating expenses and Intersession contracts must be approved by the CEO/ Executive Director and the CFO.
3. The CEO/Executive Director or CFO must approve all purchases. When approving purchases, the CFO, CEO/Executive Director must:
  - a. Determine if the expenditure is budgeted
  - b. Determine if funds are currently available for expenditures (i.e. cash flow)
  - c. Determine if the expenditure is allowable under the appropriate revenue source
  - d. Determine if the expenditure is appropriate and consistent with the vision, approved charter, school policies and procedures, and any related laws or applicable regulations
  - e. Determine if the price is competitive and prudent. All purchases over \$10,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services
4. Every two weeks, the CFO will prepare a list of recent transactions for approval by the CEO/Executive Director.
5. Any individual making an authorized purchase on behalf of the school must provide the bookkeeper with appropriate documentation of the purchase.
6. Individuals who use personal funds to make unauthorized purchases will not be reimbursed. Authorized purchases will be promptly reimbursed by a bank check upon receipt of appropriate documentation of the purchase.

### Petty Cash

1. The Office Manager will manage the petty cash fund.
2. The petty cash fund will be capped at \$300.
3. All petty cash will be kept in a locked petty cash box in a locked drawer or file cabinet. Only the Executive Director will have keys to the petty cash box and drawer or file cabinet.
4. All disbursements will require a completed and signed petty cash slip. A register receipt for all purchases must be attached to the petty cash slip.
5. The Bookkeeper will insure that the petty cash slip is properly completed and that a proper receipt is attached.
6. At all times the petty cash box will contain receipts and cash totaling \$300. A register receipt must support the petty cash slip. The individual using the petty cash to make a purchase is responsible for submitting the receipt for the petty cash slip to the Executive Director or Bookkeeper within 48 hours of withdrawing the petty cash.

## FISCAL CONTROL POLICIES AND PROCEDURES

7. When expenditures total \$200 (when cash balance is reduced to \$100), the Bookkeeper will total the disbursements, complete a petty cash reimbursement form, and obtain the approval of the CEO/Executive Director. This should be done on at least a twice monthly.
8. Petty cash fund reimbursement checks will be made payable to the CEO/Executive Director.
9. Any irregularities in the petty cash fund will be immediately reported in writing to the CEO/Executive Director.
10. Loans will not be made from the petty cash fund.
11. The Bookkeeper will conduct surprise counts of the petty cash fund.

### Contracts

1. Consideration will be made of in-house capabilities to accomplish services before contracting for them.
2. Written contracts clearly defining work to be performed will be maintained for all contract service providers (i.e. consultants, independent contractors, subcontractors).
  - a. Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and worker's compensation insurance currently in effect. The CEO/Executive Director may also require that contract service providers list the school as an additional insured.
3. The CEO/Executive Director will approve proposed contracts in writing.
4. Contract service providers will be paid in accordance with approved contracts as work is performed.
5. The Board of Directors must approve contracts over 5% of operating expenses, with the exception of Intersession Contracts as approved in the adopted budget. Contracts below 5% of operating expenses and Intersession contracts must be approved by the CEO/ Executive Director and the CFO.

# FISCAL CONTROL POLICIES AND PROCEDURES

## ACCOUNTS PAYABLE

### Bank Check Authorization

1. All original invoices will immediately be forwarded to the CFO for approval.
2. The CFO will carefully review each invoice, attach all supporting documentation, and verify that the specified services and/or goods were received. When receiving tangible goods from a vendor, the person designated to receive deliveries should trace the merchandise to the packing list and note any items that were not in the shipment. The packing list should be submitted to The Bookkeeper with the invoice. The Bookkeeper will adjust the invoice for any missing items noted on the packing list before processing for payment.
3. In the case that a purchase is not in the approved budget, the CFO will consult the CEO/Executive Director before approving the expense.
4. Once approved by the CFO, he/she will stamp a check authorization on the invoice and complete the required information, including noting the specific budget line item that is to be charged for the specified expenditures. The invoice and supporting documentation will be sent to The Bookkeeper on at least a weekly basis. The Bookkeeper will then process the invoices with sufficient supporting documentation.
5. Every two weeks, the CFO will prepare a list of recent transactions for approval by the CEO/Executive Director.
- 6.

### Bank Checks

1. The CEO/Executive Director will be authorized to open and close bank accounts. The two overseeing Board Members (the Board Finance Committee Chairperson and one other Board Member) may sign bank checks within established limitations (please see #6 below).
2. The Bookkeeper will ensure that payments from private funds are drawn on the appropriate bank account.
3. The Bookkeeper and CEO/Executive Director will be responsible for all blank checks and will keep them under lock and key.
4. When there is a need to generate a bank check, the CEO/Executive Director will send appropriate approved documentation to The Bookkeeper.
5. Once approved by the CEO/Executive Director, The Bookkeeper types/writes the check based on the check authorization prior to obtaining the appropriate signature(s).
6. Checks may not be written to cash, bearer, or petty cash. Under no circumstance will any individual sign a blank check.
7. The Bookkeeper will record the check transaction(s) into the appropriate checkbook and in the general ledger.
8. The Bookkeeper will distribute the checks and vouchers as follows:
  - a. Original – mailed or delivered to payee

## **FISCAL CONTROL POLICIES AND PROCEDURES**

- b. Duplicate or voucher – attached to the invoice and filed by account number
  - c. Cancelled Checks – filed numerically with bank statements by the Office Manager
9. Voided checks will have the signature line cut out and will have VOID written in ink. The original check will be attached to the duplicate and forwarded to the Bookkeeper who will attach any other related documentation as appropriate.

### **Bank Reconciliation**

1. Bank statements will be received directly, unopened, by the CFO.
2. The CFO will examine all paid checks for date, name, cancellation, and endorsement and report any discrepancies to the Bookkeeper. Any discrepancies regarding the paid checks or any checks over 60 days will be researched and if applicable deleted from the accounting system.
3. The Bookkeeper will prepare the bank reconciliation, verifying the bank statements and facilitating any necessary reconciliation.
4. The Bookkeeper will compare the reconciled bank balance to the cash in the bank account and to the general ledger, immediately reporting any material discrepancies to the CEO/Executive Director.

### **Accounts Receivable**

1. Documentation will be maintained for accounts receivable and forwarded to the Bookkeeper.
2. Accounts receivable will be recorded by the Bookkeeper in the general ledger and collected on a timely basis.

### **Cash Receipts (Cash and Checks)**

1. All cash and check receipts will be immediately endorsed with the school deposit stamp.
2. By the close of business each day, the Office Manager will log cash or checks received into the Cash Receipts Log. The Cash Receipt logs should be given to the Bookkeeper with the weekly invoices.
3. A deposit slip will be completed by the Office Manager for approval to deposit. The deposit slip will be duplicated and documentation for all receipts (copy of check, letter, etc.) will be attached to the duplicate deposit slip.
4. Deposits totaling greater than \$2,000 will be deposited within 24 hours by the designated school employee. Deposits totaling less than \$2,000 will be made weekly by the designated school employee. All cash will be immediately put into a lock box.
5. All checks will be endorsed as follows: "For Deposit Only; Agency; Program; Bank Account number."

## **FISCAL CONTROL POLICIES AND PROCEDURES**

6. The duplicate deposit slip and deposit receipt will be attached to the deposit documentation and forwarded to the Bookkeeper to be filed and recorded monthly.

### **Returned Check Policy**

1. A returned-check processing fee will be charged for checks returned as non-sufficient funds (NSF). Unless otherwise pre-approved by the Bookkeeper or the CEO/Executive Director, payment of the NSF check and processing fee must be made by money order or certified check.
2. In the event that a second NSF check is received for any individual, in addition to the processing fee, the individual will lose check-writing privileges. Payment of the NSF check, the processing fee and any subsequent payment(s) by that individual must be made by money order or certified check.
3. If unsuccessful in collecting funds owed, the school may initiate appropriate collection and/or legal action at the discretion of the CEO/Executive Director and/or Board of Directors.

### **Personnel**

1. The CEO/Executive Director will be responsible for all new employees completing or providing all of the items on the attached Personnel File Checklist.
2. The CEO/Executive Director will be responsible for maintaining this information in the format as shown on the Personnel File Checklist.
3. An employee's hiring is not effective until the employment application, form W-4, form I-9, and have been completed.

# FISCAL CONTROL POLICIES AND PROCEDURES

## PAYROLL

### Timesheets

1. All hourly employees will be responsible for completing a timesheet including vacation, sick, and holiday time (if applicable). The employee and the appropriate supervisor will sign the completed timesheet.
2. The completed timesheets will be submitted to The Bookkeeper on the last working day of the designated payroll period.
3. Incomplete timesheets will be returned to the signatory supervisor and late timesheets will be held until the next pay period. No employee will be paid until a correctly completed timesheet is submitted.
4. If an employee is unexpectedly absent and therefore prevented from working the last day of the pay period or turning in the timesheet (such as an employee calling in sick), the employee is responsible for notifying the signatory supervisor or for making other arrangements for the timesheet to be submitted. However, the employee must still complete and submit the timesheet upon return.

### Overtime

1. Advanced approval in writing by the authorized supervisor is required for compensatory time and overtime.
2. Overtime only applies to classified employees and is defined as hours worked in excess of forty (40) hours within a five-day period of time. Any hours worked in excess of an employee's regular work schedule must be pre-approved by the supervisor, unless it is prompted by an emergency. No overtime will be paid without the approval of the employee's supervisor. Overtime will not be granted on a routine basis and is only reserved for extraordinary or unforeseen circumstances. If a supervisor identifies a recurring need for overtime in any given position, the supervisor should immediately consult with the CEO/Executive Director for further guidance.

### Payroll Processing

1. For hourly employees, the signatory supervisor will verify the timesheets for appropriate hours worked, resolve absences and compensations, and monitor number of hours worked versus budgeted. No overtime hours should be listed on timesheets without the supervisor's initials next to the day on which overtime was worked. The signatory supervisor will submit a summary report of timesheets to the Bookkeeper who will verify the calculations for accuracy.
2. For certificated employees, the authorized supervisor will verify working days for accuracy, tracking the attendance of certificated employees using the monthly log (to minimize recall at the end of the month as to which certificated employees worked). The authorized supervisor will provide the designated school employee with any payroll-related information such as sick leave, vacation pay, and/or any other unpaid time.

## FISCAL CONTROL POLICIES AND PROCEDURES

3. For confidential employees, the CEO/Executive Director will verify working days for accuracy, tracking the attendance of certificated employees using the monthly log (to minimize recall at the end of the month as to which certificated employees worked). The CEO/Executive Director will provide the designated school employee with any payroll-related information such as sick leave, vacation pay, and/or any other unpaid time.
4. For substitute teachers, the Office Manager will maintain a log of teacher absences and the respective substitutes that work for them. The Office Manager will verify that the substitutes initial the log next to their names before they leave for the day and that teachers, upon returning back to work, initial next to their names. This form will be verified and signed by the appropriate supervisor and submitted to the Bookkeeper.
5. The CEO/Executive Director will notify the Bookkeeper of all authorizations for approved stipends.
6. The Bookkeeper will prepare the payroll worksheet based on the summary report from the designated school employee.
7. The payroll checks (if applicable) will be delivered to the school. The CEO/Executive Director will document receipt of the paychecks and review the payroll checks prior to distribution.

### Payroll Taxes and Filings

1. The Bookkeeper will prepare payroll check summaries, tax and withholding summaries, and other payroll tracking summaries.
2. The Bookkeeper will authorize the contracted payroll processor to process federal and state payroll taxes.
3. The Bookkeeper will prepare the state and federal quarterly and annual payroll tax forms, review the forms with the CEO/Executive Director, and submit the forms to the respective agencies.

### Record Keeping

1. The CEO/Executive Director will maintain written records of all full time employees' use of sick leave, vacation pay, and any other unpaid time.
  - a. The designated school employee will immediately notify the CEO/Executive Director if an employee exceeds the accrued sick leave or vacation pay, or has any other unpaid absences.
  - b. Records will be reconciled when requested by the employee. Each employee must maintain personal contemporaneous records.



# FISCAL CONTROL POLICIES AND PROCEDURES

## EXPENSES

### Expense Reports

1. Employees will be reimbursed for expenditures within two weeks of presentation of appropriate documentation.
2. Employees will complete expense reports monthly, as necessary, to be submitted to the Bookkeeper.
3. Receipts or other appropriate documentation will be required for all expenses over five dollars to be reimbursed.
4. The employee and the CEO/Executive Director must sign expense reports.
5. CEO/Executive Director expense reports should always be submitted to the Bookkeeper for processing and payment. The CEO/Executive Director's expense reports must be approved by a designated Board Member (who does not have check signing authority.)

### Travel

1. Employees will be reimbursed for mileage when pre-approved by an administrator. Mileage will be reimbursed at the government-mandated rate for the distance traveled, less the distance from the employee's residence to the school site for each direction traveled. For incidental travel, mileage will only be reimbursed if the one-way mileage exceeds 10 miles.
2. The CEO/Executive Director must pre-approve all out of town travel.
3. Employees will be reimbursed for overnight stays at hotels/motels when pre-approved by an administrator and the event is more than 50 miles from either the employee's residence or the school site. Hotel rates should be negotiated at the lowest level possible, including the corporate, nonprofit or government rate if offered, and the lowest rate available. Employees will be reimbursed at the established per diem rate for any breakfast, lunch, or dinner that is not included as part of the related event.
4. Travel advances require written approval from the CEO/Executive Director.
5. Travel advances require receipts for all advanced funds.
6. After the trip, the employee must enter all of the appropriate information on an expense report and submit it to the CEO/Executive Director for approval and then on to the Bookkeeper for processing.
7. If the advance exceeds the amount of the receipts, the employee will pay the difference immediately in the form of a check.
8. If the advance is less than the amount of the receipts, the difference will be reimbursed to the employee in accordance with the expense report.

### Board of Directors Expenses

1. The individual incurring authorized expenses while carrying out the duties of the school will complete and sign an expense report.

## **FISCAL CONTROL POLICIES AND PROCEDURES**

2. The CEO/Executive Director will approve and sign the expense report, and submit it to the Bookkeeper for payment.

### **Telephone Usage**

1. Employees will not make personal long distance calls on the telephones without prior approval from a supervisor.
2. Employees will reimburse the school for all personal telephone calls.
3. The Office Manager will review and properly account for all long distance calls in excess of five dollars per call.

### **Finance**

#### **Financial Reporting**

1. In consultation with the CEO/Executive Director, the financial team at Summit Public Schools will prepare the annual financial budget for approval by the Board of Directors. The budget will be revised once each fiscal year, usually in October or November.
2. The financial team at Summit Public Schools will submit a monthly balance sheet and monthly revenue and expense summaries to the CEO/Executive Director including a review of the discretionary accounts and any line items that are substantially over or under budget (< or > 10% of established budget). The report will be reviewed at the scheduled board meeting and action will be taken, if appropriate.
3. Each month, the financial team will also prepare an updated budget forecast and statement of cash flows. The budget forecast will highlight any variances from the approved budget.
4. The financial team at Summit Public Schools will provide the CEO/Executive Director and/or Board of Directors with additional financial reports, as needed.

#### **Loans**

1. The CEO/Executive Director and the Board of Directors will approve all loans from third parties. In the case of a long-term loan, approval may also be required from the charter-granting agency in accordance with the terms of the charter petition and/or other lenders in accordance with the loan documents.
2. Once approved, a promissory note will be prepared and signed by the CEO/Executive Director before funds are borrowed.
3. Employee loans are not allowed.

#### **Financial Institutions**

1. All funds will be maintained at a high quality financial institution.
2. All funds will be maintained or invested in high quality, short maturity, and liquid funds.

## FISCAL CONTROL POLICIES AND PROCEDURES

3. Physical evidence will be maintained on-site for all financial institution transactions.

### Retention of Records

1. Financial records, such as transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documentation will be retained for a minimum of seven (7) years. At the discretion of the Board of Directors or CEO/Executive Director, certain documentation may be maintained for a longer period of time.
2. Financial records will be shredded at the end of their retention period.
4. Appropriate back-up copies, including financial and attendance accounting data, will be regularly prepared

## FISCAL CONTROL POLICIES AND PROCEDURES

### RESERVES /INSURANCE/LIABILITIES/ASSETS

#### Funds Balance Reserve

1. A funds balance in accordance with state recommendations for charter schools will be maintained.

#### Insurance

1. The CEO/Executive Director will ensure that appropriate insurance is maintained at all times with a high quality insurance agency.
2. The CEO/Executive Director will maintain the files of insurance policies, including an up-to-date copy of all certificates of insurance, insurance policies and procedures, and related claim forms.
3. The CEO/Executive Director will carefully review insurance policies on an annual basis, prior to renewal.
4. Insurance will include general liability, worker's compensation, student accident, professional liability, and directors' and officers' coverage. Supplementary coverage will cover the after-hours and weekend activities. Coverage will be in line with the limits listed in the school's approved charter petition.

## **Asset Inventory**

1. An asset is defined as all items, purchased or donated, with a value of \$2000 or more and with a useful life of more than one year.
2. The Office Manager will file all receipts for purchased asset.
3. The Office Manager will maintain an inventory or log of all assets. The log will include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting assets.
4. The Office Manager will take a physical inventory of all assets at least 90 days before the end of each fiscal year, indicating the condition and location of the asset.
5. The CEO/Executive Director will immediately be notified of all cases of theft, loss, damage or destruction of assets.
6. The CEO/Executive Director will submit to the Board of Directors written notification of plans for disposing of assets with a clear and complete description of the asset and the date of disposal.

## **Parking Lot Liability**

1. Parking lot related incidences are not covered under any insurance policy. The school assumes no liability for damage to cars:
  - a. Parked in the parking lot during school hours
  - b. Parked in the parking lot after school hours
2. The only exception to this policy will be when a student is observed by an adult accidentally causing damage to a vehicle while engaged in a school activity, such as physical education equipment breaking a window (e.g. a ball)
3. Otherwise, liability is as follows:
  - a. If a student willfully causes damage (i.e. not an accident as described above), the student's parent or guardian is responsible.
  - b. If a parent or other visitor causes damage, that individual is responsible.
  - c. If an employee causes damage, the employee is responsible.
  - d. If an unknown person causes damage and there is no witness, the affected individual would determine if they have applicable coverage through his/her individual insurance policies.

# CharterSAFE

## EVIDENCE OF COVERAGE BOUND

THE EVIDENCE OF COVERAGE BOUND BELOW HAVE BEEN ISSUED TO THE NAMED MEMBER LISTED HEREIN FOR THE COVERAGE PERIOD INDICATED, NOTWITHSTANDING ANY AGREEMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT TO WHICH THIS DECLARATION OF COVERAGE AND LIMITS MAY PERTAIN. THE COVERAGE AFFORDED UNDER THE COVERAGE AREAS LISTED BELOW IS SUBJECT TO ALL THE TERMS, CONDITIONS, AND EXCLUSIONS ESTABLISHED IN THE MEMORANDUM OF COVERAGE AND/OR APPLICABLE POLICIES. LIMITS SHOWN MAY BE OR HAVE BEEN REDUCED BY PAID CLAIMS FOR THE COVERAGE PERIOD INDICATED.

**Effective Date:** July 1, 2020 12:01 AM - July 1, 2021 12:01 AM

**Named Member:**

Summit Public Schools  
780 Broadway  
Redwood City, CA 94063

**Coverage Provided by (CP):**

Coverage Provider Addendum is available upon request. Please reach out to your CharterSAFE primary representative.

**Core Liability Program**

**Coverage Limits: \$55,000,000 Per Member Aggregate**

**The Core Liability Program breaks down as follows:**

CP	COVERAGES	SCHEDULE OF LIMITS
A, T	<b><u>Directors &amp; Officers, Employment Practices, and Fiduciary Liability *</u></b> Directors & Officers Liability (D&O) <b>Deductible: Varies*</b> <b>Continuity Date: 07/01/2011</b>	\$2,000,000 per claim/aggregate
	Employment Practices Liability (EPL) <b>Deductible: Varies*</b> <b>Continuity Date: 07/01/2011</b>	\$2,000,000 per claim/aggregate
	Fiduciary Liability <b>Deductible: \$0</b> <b>Continuity Date: 07/01/2012</b>	\$1,000,000 per claim/aggregate

\*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

A, G	<b><u>General Liability</u></b> <b>Deductible: \$500 per occurrence for losses arising out of participation in <i>High Risk Activities</i>**</b> General Liability includes Damage to Premises Rented, Products-Completed Operations, and Personal and Advertising Injury  Premises Medical Payment Sublimit  COVID-19 Defense Sublimit	<b>\$2,000,000 per occurrence and member aggregate</b>  \$10,000 per person sublimit \$50,000 per occurrence sublimit  \$50,000 per occurrence/aggregate sublimit \$2,000,000 aggregate for all CharterSAFE Members Combined
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A, G	<b><u>Employee Benefits Liability</u></b>	<b>\$2,000,000 per occurrence and member aggregate</b>
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# CharterSAFE

A, G	<p><b><u>Educator's Legal Liability</u></b>  <b>Deductible:</b> \$2,500 per occurrence</p> <p>IEP (Individualized Educational Program) Defense Sublimit  <b>Deductible:</b> \$7,500 per occurrence</p>	<p><b>\$2,000,000 per occurrence and member aggregate</b></p> <p>\$50,000 per occurrence/aggregate sublimit</p>
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A, G	<p><b><u>Sexual Abuse Liability</u></b>  <b>Deductible:</b> \$0 if school completes training requirement          \$100,000 if school did not complete training requirement</p>	<p><b>\$2,000,000 per occurrence and member aggregate</b></p>
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**\*Training Mandate:** Sexual Abuse Prevention Training by CharterSAFE is available under the CharterSAFE Learning Center and is **REQUIRED** to be completed by 90% or more of staff within 90 days of coverage renewal. New employees are required to complete the training within 6 weeks of employment.

A, G	<p><b><u>Law Enforcement Activities Liability</u></b></p>	<p><b>\$2,000,000 per occurrence and member aggregate</b></p>
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A, G	<p><b><u>Automobile</u></b>          Includes Autos scheduled with CharterSAFE, non-owned autos and hired autos</p> <p><b>Auto Liability</b></p> <p>Uninsured/Underinsured Sublimit</p> <p>Automobile Medical Payment Sublimit</p> <p><b>Auto Physical Damage</b>  <b>Deductible:</b> \$500 per occurrence for Hired auto Physical Damage</p>	<p><b>\$2,000,000 per occurrence and member aggregate</b></p> <p>\$1,000,000 per occurrence sublimit</p> <p>\$10,000 per person sublimit          \$50,000 per occurrence sublimit</p> <p><b>\$1,000,000 per occurrence and member aggregate</b></p>
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A, P	<p><b><u>Excess Reinsurance</u></b>          Applies to the following coverage areas:</p> <ul style="list-style-type: none"> <li>• General Liability, <u>excluding</u> Damage to Premises Rented and COVID-19 Defense sublimit</li> <li>• Employee Benefits Liability</li> <li>• Educator's Legal Liability, <u>excluding</u> IEP Defense sublimit</li> <li>• Sexual Abuse Liability</li> <li>• Law Enforcement Activities Liability</li> <li>• Automobile Liability, <u>excluding</u> Auto Physical Damage</li> <li>• D&amp;O and EPL <u>excluding</u> Fiduciary Liability</li> </ul>	<p>\$3,000,000 per occurrence/ claim based on underlying coverage</p> <p>\$3,000,000 member aggregate</p> <p>Note: Coverage over the underlying \$2,000,000 to make a total of \$5,000,000</p>
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# CharterSAFE

## Excess Liability - SELF

<b>Coverage Provided by:</b>	Schools Excess Liability Fund (SELF)
<b>Coverage:</b>	SELF is a separate entity from CharterSAFE and carries a separate Memorandum of Coverage with separate terms, conditions, and exclusions. You can access SELF's information at <a href="http://www.selfjpa.org">www.selfjpa.org</a> .
<b>Limits:</b>	\$50,000,000 per occurrence/claim and member aggregate as outlined by the SELF Memorandum of Coverage. This coverage is excess of the \$5M limits above to total a limit of \$55M.

## Crime

A, G	<b>Crime</b>	
	Monies and Securities <b>Deductible:</b> \$500 per occurrence	\$1,000,000 per occurrence and member aggregate
	Computer & Funds Transfer Fraud <b>Deductible:</b> \$500 per occurrence	\$1,000,000 per occurrence and member aggregate
	Forgery or Alteration <b>Deductible:</b> \$500 per occurrence	\$1,000,000 per occurrence and member aggregate
	Employee Dishonesty <b>Deductible:</b> Varies*	\$1,000,000 per occurrence and member aggregate

\*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

## Property

A, C, D, E, F, H, I, M, T, U	<b>Property</b>	
	<b>Valuation:</b> Replacement Cost Total Insured Value: (Building Value + Content Value + EDP) <b>Deductible:</b> \$1,000 per occurrence*  Building (including tenant improvements and betterments) Personal Property - Contents & Electronic Data Processing Builder's Risk - As scheduled with CharterSAFE for projects over \$200,000 Boiler and Machinery / Equipment Breakdown Business Interruption - \$10,000,000 Extra Expense - \$10,000,000	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence.  See "Exposures & Locations" section

\*WATER DAMAGE and WILD FIRE Deductibles are subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims at the location of loss on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.



# CharterSAFE

## Student & Volunteer Accident

A, Q	<p><b><u>Student Accident and Volunteer Accident</u></b>  <b>Deductible:</b> \$500 per incident for losses arising out of participation in <i>High Risk Activities</i>**</p> <p>Student Accident</p> <p>Volunteer Accident</p>	<p>\$50,000 per incident</p> <p>\$25,000 per incident</p>
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## Additional Program Coverages

A, K	<p><b><u>Pollution Liability and First Party Remediation</u></b>  <b>Deductible:</b> \$10,000 per occurrence</p>	<p>\$1,000,000 per pollution condition            \$5,000,000 aggregate for all CharterSAFE members combined</p>
A, N, O	<p><b><u>Terrorism Liability*</u></b></p>	<p>\$5,000,000 per occurrence/aggregate for all CharterSAFE members combined</p>
A, N, O	<p><b><u>Terrorism Property</u></b>  <b>Deductible:</b> \$1,000 per occurrence</p> <p>Total Insured Value (Building Value + Content Value + EDP)</p>	<p>As scheduled with CharterSAFE subject to the maximum limit of \$20,000,000 per occurrence. See "Exposures &amp; Locations" section</p>
A, L	<p><b><u>Cyber Liability*</u></b>  <b>Deductible:</b> \$2,500 per claim</p>	<p>\$1,000,000 per claim            \$5,000,000 aggregate for all CharterSAFE members combined</p>

\* Claims-Made coverage. Coverage applies only to claims made against the Named Member during the Period of Coverage and Reported during the Period of Coverage.

\*\* A list of High Risk Activities is available at [www.chartersafe.org](http://www.chartersafe.org) or you may contact Karen Bianchini ([kbianchini@chartersafe.org](mailto:kbianchini@chartersafe.org) / 916-880-3460) from CharterSAFE's Risk Management Team.

The Evidence of Coverage Bound is issued as a matter of information only to Named Members for their internal use and confers no rights upon any viewer of this Evidence of Coverage Bound other than those provided for in the Memorandum of Coverage and/or applicable policies. This Evidence of Coverage Bound does not amend, extend, or alter the coverage described within the Memorandum of Coverage and/or applicable policies and may only be copied, printed, used, and viewed by the Named Member. Any other use, duplication, or distribution of this Evidence of Coverage Bound without the prior written consent of CharterSAFE is prohibited.

# CharterSAFE

## EXPOSURES & LOCATIONS

### Vehicles

None scheduled.

### Students / Employees

Location Address(es)	Students	Employees
Summit Preparatory Charter High School DBA Summit Prep 890 Broadway Street Redwood City, CA 94062	437	30
Summit Public Schools K2 1800 Elm Street El Cerrito, CA 94530	613	44
Summit Public Schools 780 Broadway Redwood City, CA 94065	0	100
Summit Public Schools: Denali 539 E. Weddell Dr. Sunnyvale, CA 94089	261	20
Summit Public Schools: Everest 455 5th Avenue Redwood City, CA 94063	383	29
Summit Public Schools: Shasta 905 Campus Drive Daly City, CA 94015	481	30
Summit Public Schools: Tahoma 285 Blossom Hill Road San Jose, CA 95123	400	31
Summit Public Schools: Tamalpais 3020 Hilltop Mall Rd. San Pablo, CA 94806	517	40
Summit Public School: Denali HS (San Aleso) 824 San Aleso Sunnyvale, CA 94085	363	28
<b>Total:</b>	<b>3,455</b>	<b>352</b>

### Property Values

Location Address(es)	Building Value	Content Value	Electronic Data Processing (EDP)	Total Insured Value (TIV)
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# CharterSAFE

Summit Preparatory Charter High School DBA Summit Prep 890 Broadway Street Redwood City, CA 94062	\$0.00	\$200,000.00	\$100,000.00	\$300,000.00
Summit Public Schools K2 1800 Elm Street El Cerrito, CA 94530	\$0.00	\$200,000.00	\$100,000.00	\$300,000.00
Summit Public Schools 780 Broadway Redwood City, CA 94065	\$4,800,000.00	\$1,200,000.00	\$300,000.00	\$6,300,000.00
Summit Public Schools: Denali 539 E. Weddell Dr. Sunnyvale, CA 94089	\$3,200,000.00	\$200,000.00	\$100,000.00	\$3,500,000.00
Summit Public Schools: Everest 455 5th Avenue Redwood City, CA 94063	\$0.00	\$200,000.00	\$100,000.00	\$300,000.00
Summit Public Schools: Shasta 905 Campus Drive Daly City, CA 94015	\$12,600,000.00	\$200,000.00	\$100,000.00	\$12,900,000.00
Summit Public Schools: Tahoma 285 Blossom Hill Road San Jose, CA 95123	\$0.00	\$200,000.00	\$100,000.00	\$300,000.00
Summit Public Schools: Tamalpais 3020 Hilltop Mall Rd. San Pablo, CA 94806	\$0.00	\$200,000.00	\$100,000.00	\$300,000.00
Summit Public School: Denali HS (San Aleso) 824 San Aleso Sunnyvale, CA 94085	\$15,000,000.00	\$200,000.00	\$100,000.00	\$15,300,000.00
<b>Total:</b>	<b>\$35,600,000.00</b>	<b>\$2,800,000.00</b>	<b>\$1,100,000.00</b>	<b>\$39,500,000.00</b>

**PROPOSITION 39 FACILITIES USE AGREEMENT  
BY AND BETWEEN  
EAST SIDE UNION HIGH SCHOOL DISTRICT  
AND  
SUMMIT PUBLIC SCHOOL: TAHOMA  
2020-2025**

This **Proposition 39 Facilities Use Agreement** (the "Agreement") is made and entered into this 1st day of July, 2020, by and between the **Summit Public School Schools, a California nonprofit public benefit corporation, which operates Summit Public School: Tahoma** ("Charter School") and the **East Side Union High School District** (the "District"). The Charter School and the District are hereinafter collectively referred to as the "parties".

Pursuant to this Agreement, the District and Charter School have determined that the District will satisfy its Proposition 39 facilities obligations by providing Charter School facilities on the terms and conditions set forth herein at District's Oak Grove High School.

The District and Charter School desire to set forth their respective rights and obligations in connection with the use by Charter School of certain District facilities specified below and located at Oak Grove High School, 285 Blossom Hill Road, San Jose, CA 95123 (the "High School Site").

The District and Charter School, in consideration of the mutual covenants, representations and agreements contained herein, hereby agree as follows:

**1. Terms and Permitted Uses**

1.1 This term of this Agreement shall not exceed five (5) consecutive fiscal years, which period shall commence on July 1, 2020 and, subject to the terms hereof, terminate on June 30, 2025. The parties shall commence good faith negotiations for Charter School's continued use of the High School Site beyond June 30, 2025 pursuant to a new agreement on or before February 1, 2025.

If the parties are not able to reach mutual agreement on the terms of continued use of the facilities at the High School Site, Charter School shall discontinue its use of the Dedicated Space and Shared Space upon expiration of the Term and return the Dedicated Space facilities to the District in the condition described herein, as improved from time to time in accordance with Section 2.4 hereof and **Exhibit "C"** hereto. A map of the High School Site and Dedicated Space and Shared Space is attached as **Exhibit "A"** hereto.

1.2 Upon termination of this Agreement, Charter School shall fully vacate the Dedicated Space specified herein at the High School Site in a reasonably similar condition to that which existed at the commencement of this Agreement, as improved from time to time in accordance with Section 2.4 hereof and **Exhibit "C"** hereto, reasonable wear and tear excepted. Charter School shall remove all of its personal property and portables leased from any third party, if any, from the High School Site, and grade any portion of the Dedicated Space that has been improved to a level that complies with the then-current DSA (defined herein) regulations with all storm, sewer, and water utilities capped unless the District notifies Charter School of election to

not to have such utilities capped, at Charter School's sole expense on or before the termination of this Agreement.

1.3 Charter School shall use the Dedicated Space and the Shared Space provided herein for the sole purpose of operating its public charter high school serving grades 9-12 only with enrollment not in excess of the number permitted by the then-current charter petition, and related incidental activities, and for no other purpose.

1.4 The Term of this Agreement shall run concurrently with the term of the approved charter for the Charter School. The District has the right to terminate this Agreement in accordance with Section 10 hereof should (a) Charter School fail to utilize the spaces for educational academic purposes consistent with California law and the Charter School, (b) Charter School fail to qualify or maintain its status as "a charter school operating in the school district" in accordance with Section 47614 of the Education Code and its implementing regulations; and/or (c) the charter petition for the Charter School is permanently revoked, terminated, or withdrawn. Additionally, this Agreement shall automatically terminate upon the revocation of the Charter School after all applicable appeal periods. Notwithstanding the foregoing, the District shall not have the right to terminate this Agreement until the Charter School has exhausted all of its statutory and judicial appellate rights related to revocation or non-renewal of its charter. Charter School has the right to terminate and cancel this Agreement on any date (an "Early Termination Date") provided that District receives written notice from Charter School on or before the date which is twelve (12) months prior to the Early Termination Date stating that Charter School is electing to terminate this Agreement (an "Early Termination"). In the event Charter School elects an Early Termination of this Agreement and an approved alteration, addition or improvement to the Dedicated Space shall not have been deemed substantially complete on or before the Early Termination Date, Charter School represents and warrants that the Dedicated Space shall be suitable for District purposes, and (x) the alteration, addition or improvement shall be substantially complete, by the Early Termination Date or (y) the alteration, addition, or improvement shall be removed by the Early Termination Date.

1.5 Charter School shall not allow any outside organization or individual not affiliated with Charter School or under contract with the Charter School to provide services to Charter School students or use any of the District's property including the High School Site without prior approval by the Superintendent or his/her designee, to be requested at least one week in advance of said event unless otherwise allowed by the Superintendent or the Superintendent's designee. Charter School does not have the authority to issue a permit or to authorize the use of the District's property. Charter School shall be allowed to use the Dedicated Space and the High School Site only in connection with its charter high school program in a manner consistent with use of other schools sites within the District, except that Charter School may contract with third parties to provide services to its students on the Dedicated Space and the High School Site provided that the Charter School provides proof that said third party has procured all necessary insurance to cover its use of the Dedicated Space and the High School Site and has named the District as an additional insured.

1.6 It is a material term of this Agreement that Charter School shall ensure that any contractor or vendor likely to have significant contact with pupils and persons admitted by Charter School to the High School Site in a paid or volunteer position to work with pupils in a pupil activity program sponsored by Charter School shall, prior to any such contact, be cleared by a background check performed by the Department of Justice pursuant to Education Code

section 45125.1 and/or section 49024 and all other applicable provisions of the Education Code. The District shall ensure that any persons admitted by the District that are likely to have significant contact with District students or Charter School students at the High School Site will be cleared in the same manner. Charter School shall also ensure that its employees and volunteers are in compliance with the tuberculosis risk assessment and testing requirements set forth in Section 49406 of the Education Code.

1.7 In consideration for the facilities provided herein, and in accordance with 5 C.C.R. §§11969.1-11969.11, Charter School agrees to pay to District \$6.74/square foot per year for the Dedicated Space, excluding any square footage in portables occupied by the Charter School which are leased or purchased directly from a third party by the Charter School. The Charter School will also pay \$1.00/square foot per year as rent for the ground upon which the Charter School places any additional portable buildings on the High School Site pursuant to Section 2.4 hereof. The Dedicated Space payment and the ground rent payment shall be referred to herein, collectively, as "Rent."

The Charter School shall pay 1/12 of the yearly Rent amount to the District on the first day of each month commencing July 1, 2020.

On July 1 of each year of the Term, commencing on July 1, 2021, the Rent shall increase by the increase in the Consumer Price Index ("CPI") published by the Bureau of Labor Statistics in February of each year for the San Jose–Sunnyvale–Santa Clara Metropolitan Statistical Area; provided, however, that each yearly increase shall be a minimum of one percent (1%) and shall not exceed five percent (5%). The District shall provide to Charter School an updated **Exhibit "B"** no later than April 1st each calendar year during the Term hereof for the next following school year, if applicable, to reflect any adjustments to the Rent. Such updated **Exhibit "B"** shall be effective July 1 of the subsequent school year.

1.8 The District and Charter School agree that, as a condition to this multi-year Agreement, the provision of facilities pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities to Charter School under Proposition 39, including but not limited to Education Code section 47614 and its implementing regulations, for the Term herein, and Charter School and any Affiliate (defined herein) shall not submit any request for additional facilities for its school for the Term herein. For purposes of this Agreement, the term "Affiliate" shall mean any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with Charter School.

In addition, the District and Charter School agree that the Term of this Agreement shall not commence until the following conditions are satisfied (1) the charter for Summit Public School: Rainier has been rescinded and (2) KIPP Navigate College Prep discontinues operation of a charter school on the High School Site (i.e. the Oak Grove High School campus).

If the above conditions are met, the Charter School agrees that it, either alone or through an Affiliate, will not open or seek to open additional charter schools within the District's boundaries or submit any material revisions to its charter petition for Summit Public Schools: Tahoma to increase projected enrollment in excess of the level that can be supported by the Dedicated Space during the Term of this Agreement.

1.9 If requested in writing by the District (which shall not occur more than once per school year), Charter School shall submit to District reasonable projections of total ADA, total in-district ADA, total in-district enrollment, total classroom ADA and total in-district classroom ADA, supported by Intent to Enroll forms signed and completed by parents/guardians of Charter School's incoming 9th grade students and new students intending to enroll in the Charter School for the subsequent school year. The District shall promptly review Charter School's projections.

Charter School shall provide to the District the enrollment report submitted to the California Department of Education in order for the District to ensure that the Charter School's enrollment meets the minimum in-District enrollment requirements of at least 80 (eighty) students. In the event the total number of in-District students enrolled at Charter School is fewer than 80 (eighty), then Charter School agrees to meet and confer with District regarding student enrollment. If, after meeting and conferring, Charter School's enrollment is still reasonably projected to have less than 80 (eighty) in-District students and no projections to the contrary are provided by Charter School by June 30 of the instructional year then in-effect, then this Agreement shall automatically terminate on June 30 of such instructional year. SPS shall cooperate in all such audit requests by the District and shall provide the District upon request with student enrollment information including names, addresses, grade level and contact information, to assist the District in its audit. The District will not use any information provided by the Charter School pursuant to this section for any purpose other than verifying enrollment, or which violates FERPA or other applicable laws. The District and Charter School agree that the provisions of 5 CCR Section 11969.8 shall not apply to this Agreement, and the District shall not be entitled to assess any over-allocation penalties against the Charter School during the Term of this Agreement.

## 2. Dedicated Space

2.1 The District hereby grants to Charter School during the Term the exclusive use of the following "Dedicated Space" solely for the purposes set forth herein and on the terms and conditions set forth herein. During the Term, Charter School shall have access to the Dedicated Space at all times, including after hours, on weekends, and during the summer.

2.2 During the Term, Charter School will have dedicated and exclusive use of the following classrooms: **PF0, PF1, PF2, PF3, PF4, PF5, PF6, PF7, PF8, PF9, PF10, PF11, PF12, PF13, PF14, PF15, PF16, PF17, PF18, PF19, PF20, PF21, PF22, PF 23, P1, P2, P3, P4**, (each a "Classroom" and, collectively, the "Classrooms") **and one (1) set of restrooms to accommodate the Charter School's students and staff**, all of which are located on the High School Site in the area shown on the Site Plan attached as **Exhibit "A"** hereto.

Except as otherwise provided herein, the District agrees to have each Classroom ready for Charter School use no later than July 1, 2020. In the event of facilities improvements to the Dedicated Space either requested by the Charter School or initiated by the District, the District will have each Classroom ready for Charter School use not less than ten (10) working days prior to the Charter School's first day of instruction (provided Charter School notifies District by November 1 of the first day of instruction for the next subsequent school year); except that the time for completing shall be extended in the event of delay in construction by the District's contractor for the project, unforeseen conditions which result in delay, or force majeure events.

2.3 **DISTRICT IMPROVEMENTS:** The District shall make the following improvements to the Dedicated Space in connection with Charter School's use and occupancy of the Dedicated

Space: The District shall replace existing carpet and install new carpets in each Classroom by no later than August 1, 2020, and the District shall paint the interior of each Classroom by no later than August 1, 2020.

2.4 ALTERATIONS AND CAPITAL IMPROVEMENTS: Except as provided herein, Charter School shall not make any alterations, additions or improvements to the Dedicated Space or to any portion of the High School Site without the prior written consent of the District, which consent shall not be unreasonably withheld, except that the District hereby grants preliminary approval solely and specifically to the scope of work outlined in the "Facility Improvement Plan Narrative" attached hereto as **Exhibit "C"**, provided that as to any and all of the projects and alterations outlined on **Exhibit "C"**, Charter School shall comply with the provisions and process of this Section 2.4 prior to the commencement of any work, except that the District's approval for the work in **Exhibit "C"** shall not be unreasonably delayed or withheld. At least 20 days prior to the commencement of any approved alterations, additions or improvements, Charter School shall provide to District satisfactory proof of insurance for all contractors, and subcontractors and design professionals as set forth in Exhibit E.

The District reserves all rights of discretionary approval, which approval shall not be unreasonably withheld or delayed. Charter School shall comply with the provisions and process of this Section 2.4 prior to the commencement of any work, except that the District's approval for the work in **Exhibit "C"** shall not be unreasonably delayed or withheld.

Charter School shall submit a written request to make alterations or capital improvements to the Director of Facilities, Maintenance, and Operations with a copy to the Associate Superintendent of Business Services and Senior Manager of the Bond Program, provided that no alterations to the structural components or electrical, mechanical or plumbing infrastructure of the Dedicated Spaces or the High School Site by Charter School shall be allowed unless required by the improvements identified by the Charter School in **Exhibit "C"** and approved by the District. The Charter School shall be responsible for all costs and expenses associated with the capital improvements within the Dedicated Space and, to the extent directly impacted by the capital improvements within the Dedicated Space, adjacent and mutually agreeable locations.

The written request for approval shall at a minimum include the following:

- (1) A narrative description of the proposed alterations and proposed plans and specifications from which the District can determine and review the scope of proposed alterations;
- (2) The name of licensed and/or registered design professional that will be in general responsible charge of ensuring the alterations are made in compliance with Title 24, including any required reviews and certifications by Division of the State Architect.
- (3) The proposed construction and work schedule and work hours.

If District does not respond in writing within forty-five (45) days of receipt of the written request, then Charter School's request shall be deemed approved. The District may approve or disapprove the proposed alterations in the District's sole and absolute discretion. If the



alterations are approved then Charter School shall be solely responsible for the performance and completion of the alterations.

Once approved, all work shall be subject to the following requirements:

- (1) The District shall exempt Summit from local jurisdiction and all work performed by the Charter School pursuant to this Section 2.4 shall be subject to review and approval of the Division of the State Architect (“DSA”). The District shall make formal application through the creation of a PTN number to DSA on Summit’s behalf for all work to be performed pursuant to this Section 2.4.
- (2) The District shall provide Summit all documentation regarding the history, in-plant reports, and DSA certification numbers of the portables currently on site.
- (3) If required by state law or regulation, Charter School shall contract with a licensed California architect to prepare plans, schematic drawings, construction documents, and all other documents necessary to complete the design and construction of the work and any associated landscaping, hardscaping, and fences.
- (4) If required by State law or regulation, all work shall be performed only by contractors licensed in California (including the prime or subcontractors of any kind), who shall be appropriately licensed for the work to be performed. Charter School shall enter into written contracts with licensed general contractor(s) and subcontractor(s) to construct the improvements for the Dedicated Space in accordance with the approved AIA document as amended from time to time and scope of work approved by DSA in compliance with all applicable laws.
- (5) The licensed and/or registered design professional in charge shall ensure that the alterations and improvement performed by Charter School are performed in compliance with Title 24, including any required reviews and certifications by Division of the State Architect, and shall account for conflicts and/or impacts to HVAC, lighting, power, fire alarm, security and other systems at the High School Site.
- (6) Charter School shall, prior to awarding a construction contract, provide construction documents and drawings and a safety plan, staging plan, and construction schedule to the District for review and written approval by the Director of Facilities, Maintenance, and Operations or designee. District shall have ten (10) business days to review and approve/disapprove the proposed plans and submittals. If District does not respond in writing within such ten (10) business day period, then Charter School’s submittal shall be deemed approved.
- (7) All construction work shall comply with Charter School’s then-current bidding and procurement policies and all applicable state and federal law, and shall be subject to the District’s Project Labor Agreement. All construction work shall be performed by licensed and bonded contractors in accordance with the District’s Project Labor Agreement.

- (8) All contractors shall maintain and provide proof of minimum levels of workers compensation and liability insurance consistent with District's construction requirements (see Exhibit E).
- (9) All work shall be performed in a workmanlike manner and shall be subject to all applicable laws and requirements, including DSA interpretation of building codes.
- (10) Charter School shall be and remain responsible for the immediate repair and correction of all damage to adjacent District facilities resulting from construction.
- (11) During the performance of any work of approved alteration the District shall have the right to inspect the performance of such work upon reasonable notice to Charter School.
- (12) The work shall be completed in a timely manner according to the approved plans and specifications, as amended and approved, from time to time.
- (13) The performance of the work shall at all times be under the review and inspection of a certified project inspector.
- (14) During construction, Charter School shall direct its contractors and all subcontractors to park all construction-related vehicles at locations mutually agreed to by District and Charter School. District and Charter School agree to meet and confer to designate a parking area on the High School Site for construction-related vehicles, or legally on the neighboring streets if such location is not in the parking lot(s) or other areas on District's existing school site.
- (15) Charter School shall require that each of its contractor(s) post a duly authorized performance bond ("Performance Bond") equal to one hundred percent (100%) of the contract price for the work. The Bond shall name Charter School as beneficiary and obligee. The surety used for the Bond submitted by Charter School shall be an admitted surety insurer as defined by Code of Civil Procedure Section 995.120. The Performance Bond shall remain in full force until one (1) year after completion of the Work.
- (16) Charter School shall require that each of its contractors post a duly authorized labor and materials payment bond ("Payment Bond") in an amount at least equal to one hundred percent (100%) of the contract price for the work as security for payment of persons performing labor and/or furnishing materials in connection with the work. The surety used for the Bond submitted by Charter School shall be an admitted surety insurer as defined by Code of Civil Procedure Section 995.120. The Payment Bond shall remain in full force until one (1) year after completion of the work. The Payment Bond shall name Charter School as beneficiary and obligee.
- (17) Charter School shall not suffer or permit to be enforced against any portion of the High School Site any mechanics, contractor's, or subcontractor's liens, stop notices or any claim for damages arising from the work; provided, however, that Charter School shall not be required to pay or otherwise satisfy any claims or discharge such liens so long as Charter School, in good faith and at its own expense, contests the same or the validity thereof by appropriate proceedings and posts a bond or

takes other steps acceptable to District that remove such lien or stay enforcement thereof. Charter School shall give District ten (10) days prior written notice before commencing any work on the High School Site so that District may post such notices of non-responsibility with respect thereto as District may deem appropriate.

- (18) District shall provide to Charter School not less than 60 (sixty) days in advance of the effective date of this Agreement (i) all DSA certifications and/or approval for each Classroom, including but not limited to PF13, PF14, PF15, PF16, PF17, PF18, PF19, PF20, and, PF 21, confirming that it is approved as a permanent building and in compliance with all applicable DSA regulations and applicable laws and regulations of the State of California and (ii) any and all inspections, maintenance records or reports on the Dedicated Space, including documents relating to HVAC (mechanical), electrical, and plumbing systems, and the roofs within the Dedicated Space from May 1, 2019 to date. District acknowledges that Charter School has an obligation to perform due diligence with respect to buildings within the Dedicated Space for purposes of verifying compliance with DSA requirements. District agrees that, upon reasonable prior notice to District, Charter School will be permitted to request and receive from the District, and make copies of DSA documents relating to the buildings, including certifications and close of file letters, if, after Charter School's reasonable inquiry, such information is not available from DSA. In the event Charter School finds, after reasonable inquiry, that a Classroom has not received a DSA certification or close out letter, District shall promptly undertake, at its sole cost and expense, all necessary steps to obtain such DSA certification and close-out letter. District shall deliver the HVAC systems serving the Dedicated Space, in good working order at the commencement of this Agreement and shall repair, maintain and/or replace the HVAC systems, as necessary, to keep same in good working order during the first (1<sup>st</sup>) year of the initial Term of this Agreement. Subsequent to the effective date of this Agreement, Charter School shall timely submit all required DSA certifications with a copy to the District.
- (19) District shall represent that, as of the effective date of this Agreement, the District has not received any written notice of any violation of any statute, code, regulation, ordinance or rule of any governmental agency with respect to the Dedicated Space.
- (20) Upon completion of construction, coordinate District Facilities Department review and approval of construction workmanship within twenty (20) business days. If District does not conduct its review within such twenty (20) business day period, then the workmanship shall be deemed approved, provided that nothing herein shall release Charter School or any person from liability to the District for defects or claims arising out of or in connection with the work, including but not limited to claims for latent defects.
- (21) Upon completion of construction, provide as-built construction documents to the District Facilities Department for its records.

- (22) Upon completion of construction, provide copies of all correspondence, meeting notes, forms, reports, and any other documentation provided to and received from Division of the State Architect pertaining to the construction and alterations.
- (23) Upon completion of construction Charter School shall promptly and timely obtain DSA closeout of the project and shall promptly provide the District with a copy of the closeout letter.
- (24) Upon termination of occupancy or expiration of this Agreement, restore facilities to a reasonably similar condition to that which existed at the commencement of this Agreement, as improved from time to time in accordance with Section 2.4 hereof and **Exhibit "C"** hereto, reasonable wear and tear excepted, except that no later than one hundred twenty (120) days prior to the expiration of this Agreement District shall have the option to notify Charter School of District's election to accept return of the facilities and premises with the alterations in their then-existing improved condition, reasonable wear and tear excepted, except for those facilities which are not owned by the Charter School, and Charter School shall transfer full and unencumbered title and ownership of all alterations and improvements to the District. Notwithstanding the foregoing, the Charter School shall not have the obligation to remove the **Exhibit "C"** improvements, but may do so at its election.

Charter School may, at its sole cost and expense, make other physical alterations to the Dedicated Space that are temporary, nonstructural, decorative, or cosmetic in nature (including hanging bulletin boards, hanging murals, and other paintings). Charter School may paint the interior of the Dedicated Space. All paint shall be in accordance with District standards. All work shall be performed in a professional and workmanlike manner. At the expiration of the term of this Agreement or the Termination hereof, the Classroom buildings shall be returned to the District in their original condition and color, ordinary wear and tear excepted.

2.5 TELECOMMUNICATIONS: The Dedicated Space shall be wired for telephone and computer data connectivity. The District shall place one (1) telephone unit in each classroom and the District shall provide up to three (3) telephones in the buildings designated for office/administrative uses. The telephones shall be connected to the District's phone server with a main telephone number separately listed from that of the District and with access to the District's voicemail system. Charter School shall reimburse the District for the cost of installation of all such telephone lines. Charter School may install an automated reception function into the Charter School telephone system at Charter School expense. Charter School shall reimburse the District for the actual cost of Charter School telephone usage in accordance with the reimbursement process set forth in Section 5.1.

2.6 INFORMATION TECHNOLOGY: The District shall allow Charter School to access the District's technology infrastructure sufficient to operate Charter School's own server and local area network for personal computers, and to allow for internet connectivity. As a condition to using the District's technology infrastructure, Charter School agrees to comply with the Children's Internet Protection Act and the District's internet policies and security requirements, BP 6163.4 attached as **Exhibit "D"** hereto.

2.7 EQUIPMENT: The District shall equip each leased District classroom in the Dedicated Space with fixtures and furniture (such as whiteboards, chairs, and desks) that are

reasonably equivalent to that provided to the District students. The District shall equip the Administration building(s) with reasonably equivalent desks, chairs, and shelves as reasonably requested by Charter School. The District shall install partitions in the Administration building as jointly determined by Charter School and the District. All equipment, fixtures and furnishings shall remain the property of the District. Charter School will be solely responsible for providing and maintaining all equipment, fixtures, and furnishings and all other materials purchased or installed as part of the capital improvements made by the Charter School.

2.8 FENCING and SIGNAGE: Upon the District's consent, which shall not be unreasonably withheld, Charter School shall be permitted to: (1) install and maintain planters, or other barriers (in compliance with applicable building and fire codes) around the Dedicated Space at Charter School's cost, in order to create a sense of community for the Charter School area, and (2) place signage at locations of mutual agreement on the High School Site adjacent to the Dedicated Space and facing the street.

2.9 SECURITY: The Dedicated Space shall be individually keyed and wired to a separate alarm system, which includes fire monitoring. The District shall securely maintain a master key for the Dedicated Space for security and emergency purposes. Charter School shall be responsible for costs incurred due to false alarms and security breaches that are related to the Dedicated Space. Charter School shall operate a closed campus and reasonably cooperate with the District on security issues.

2.10 STORAGE: The District shall provide a secured storage space for Charter School of at least 160 square feet in an area located on the High School Site in reasonable proximity to the Dedicated Space.

2.11 BELL SCHEDULE/ALARMS/ANNOUNCEMENTS: It is recognized that Charter School will have a separate bell schedule from the District's programs at Charter School's cost and without disruption to the operations of the District's programs. The District shall maintain any existing separate bell/intercom system in the Dedicated Space for use by Charter School. In addition, the Dedicated Space shall have a separate alarm schedule or access panel and the District's intercom system shall not be broadcast in the Dedicated Space except for emergency messages. Keys provided to the District shall include access to the alarm schedule or access panel.

2.12 STUDENT AND FACILITIES SUPERVISION: Charter School shall provide adequate supervision and monitoring of its students and visitors and invitees in student drop-off and parking areas and designated path of travel areas prior to and at the start of each instructional day and during all passing periods, lunch periods, recess/break periods, and at least fifteen (15) minutes after the end of each school day. The Dedicated Spaces and Shared Spaces shall not be used at any time except under the direct supervision of Charter School employees. Charter School shall at all times monitor its students' conduct and implement guidelines of acceptable community conduct and behavior to prevent and minimize disruptions to the High School Site. The District reserves the right to require added supervision and monitoring by Charter School staff of Charter school students.

### **3. Shared Space**

3.1 The District hereby grants to Charter School nonexclusive shared and joint use of the following "Shared Space" located on the High School Site solely for the purposes set forth in Charter School Charter and on the terms and conditions set forth herein.

3.2 COMMON HALLWAYS AND WALKWAYS: The District shall allow Charter School students, staff, faculty and visitors to use common hallways and walkways, to the extent necessary, for ingress and egress to the Dedicated Space described in Article 2 above. Charter School uses of the common hallways and walkways shall be pursuant to a set schedule and under the supervision of a Charter School employee(s) adequate to ensure no disruptions to campus operations.

3.3 PARKING AND DEDICATED PEDESTRIAN ROUTE: Charter School staff, faculty, students, contractors and visitors shall park in the area designated for Charter School parking and assigned pedestrian route as shown on **Exhibit "E"** hereto. The District reserves the right to alter and/or modify the designated parking area and pedestrian route, as needed but shall not do so in a way as to create material disruption to the Charter School's operations. Additionally, the District may require the Charter School to place identifying placard authorizing vehicle to park in designated area(s).

3.4 ATHLETIC FACILITIES: The District shall allow Charter School to schedule supervised student use of the High School Site gymnasium, locker room, swimming pool, tennis courts, athletic fields, basketball court, soccer field, and blacktop space to support Charter School's Physical Education curriculum and organized interscholastic Charter School practices and competitions sanctioned by Private School Athletic League (PSAL), or Blossom Valley Athletic League (BVAL), in connection with Charter School's academic program. All other uses shall be reserved and scheduled in accordance with the District's facilities use process and procedures. Charter School will have its own Physical Education programs, and will operate its own interscholastic teams, except that Charter School shall not operate more than two (2) boys teams and two (2) girls teams during each of the three athletic seasons (i.e. fall, winter, and spring of each school year) on the High School Site . Charter School shall coordinate with the District to schedule its use of the gymnasium, locker room, swimming pool, tennis court, and additional athletic facilities so as to equitably accommodate High School Site and Charter School students. To the extent the District has scheduled use of an athletic facility prior to a request by the Charter School to use such athletic facility on such date and time (each, a "Scheduled District Use"), Charter School acknowledges and agrees that the Scheduled District Use shall have priority over the Charter School's requested use. The District hereby agrees that Charter School's proposed dates and times shall not be rejected unreasonably and that it shall accept all Charter School requests that do not conflict with Scheduled District Use. All such uses shall at all times be supervised by Charter School employee(s). The Charter School shall coordinate and schedule use of such facilities with the High School Site Principal and her/his designee. Charter School shall submit requested use times of such facilities to the High School Site administrative team as follows: (1) No later than July 1 of each calendar year for the first semester of the new instructional year (August 1 – December 31); and (2) no later than November 1 for the remainder of the instructional year (through May 30).

3.5 DINING AREA: The District shall allow Charter School to schedule supervised student use of the High School Site dining area so as to equitably accommodate High School Site and Charter School students. All such uses shall at all times be supervised by Charter School employee(s).

3.6 BATHROOMS/RESTROOMS: The District shall allow Charter School staff and faculty to use the High School Site employee restrooms, and Charter School students, faculty, staff and visitors to use the High School Site student restrooms located on the High School Site

during school hours. Access to such facilities by students during the instructional day shall at all times be monitored by Charter School employees. Dedicated staff and faculty restrooms are for the use of both Charter School and High School Site staff and faculty.

3.7 SCHEDULING USE OF SHARED SPACES AND CLEAN-UP OF SHARED SPACES: Except as otherwise specified herein, the principals for Charter School and the High School Site will meet before the start of each school year, and review their upcoming school year schedules with each other, and shall work together in good faith to eliminate or minimize scheduling conflicts, and to determine schedules for usage of Shared Space facilities so as to equitably accommodate High School Site and Charter School students. Charter School shall be responsible for clean-up after each use of any Shared Spaces. District reserves the right to bill Charter School for custodial and maintenance services required to clean any Shared Space facilities after Charter School use as a result of its failure to clean up Shared Spaces after its use. Charter School may dispute any such billings within fifteen (15) days of receipt. Failure to dispute such billing shall constitute Charter School's agreement to pay such invoice(s) within thirty (30) days.

#### **4. Shared Activities**

The District agrees to cooperate with Charter School with regard to the following "Shared Activities" consistent with the purposes set forth in the Charter School petition and on the terms and conditions set forth herein:

4.1 STUDENT IDENTIFICATION BADGES: At Charter School's expense, Charter School students shall wear visible identifications (e.g., common dress, badges or lanyards) ("ID"). The ID issued to Charter School students will permit Charter School students to access the Library, CNS food services, bathroom, athletic facilities, and other activities in the same manner that is permitted for the High School Site students.

4.2 STUDENT DISCIPLINE: The District and Charter School will collaborate to resolve any student disciplinary issues that involve students and/or property of both Charter School and the District.

#### **5. Operations & Maintenance**

5.1 GENERAL OPERATIONS AND MAINTENANCE AND UTILITIES: Prior to July 1, 2020, the District and the Charter School shall perform a walk-through of the Dedicated Space and the Shared Space to note the condition of the Dedicated Space and the Shared Space as well as any major repairs or safety issues that the District agrees to address promptly. The District shall be responsible for ongoing operations and maintenance of the Dedicated Space and furnishings and equipment provided by District, and the High School Site generally, except for all District-approved alterations constructed or installed by Charter School, which ongoing and deferred operations and maintenance shall be the responsibility of the Charter School. Major maintenance and projects that would have been eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 and in accordance with District schedules and practices shall remain the responsibility of the District. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582, to the Dedicated Space, but not including any District-approved alterations constructed or installed by Charter School (for which Charter School shall remain solely responsible and liable). All such

operations and maintenance shall be in accordance with District schedules and standards. The District shall pay for all utility services provided to the District Dedicated Space and Shared Spaces. Unless such expenses for the Dedicated Space can be separately metered or measured, such expenses are included in the Pro Rata share to be paid by Charter School hereunder.

5.2 FOOD SERVICE: Charter School shall have the option in each year of the Term to contract with the District for food service. If Charter School chooses to contract with the District for food service, a separate agreement between the District and Charter School will be negotiated and finalized no later than July 1st of each year of the Term. If Charter School chooses to contract outside of the District for food service, a separate agreement between District and Charter School will be negotiated and finalized no later than July 1st of each year of the Term. If Charter School determines that it shall provide its own food service to its students, then use of the High School Site food facilities shall be subject to Charter School providing proof of ServSafe certification by one or more members of its staff, and all use of such facilities shall at all times be under the supervision of a Charter School employee.

5.3 CUSTODIAL SERVICES, LANDSCAPE GROUND SERVICES: Charter School shall be responsible for all custodial services to all Dedicated Spaces. District shall provide custodial and ground services to all Shared Spaces. District shall provide landscape ground services to all exterior spaces. In the event that Charter School chooses to contract with the District for any of these services, the charge for these services shall be on a fee-for-service basis. If Charter School monthly use of Shared Space facilities is out of proportion to the aforementioned pro-rata general percentage, the District may require Charter School to reimburse the District for costs associated with said use. The District will invoice Charter School monthly for amounts owed under this Article 5, and Charter School will remit payment within thirty (30) days, provided that the parties will negotiate in good faith regarding any disputed amounts, and Charter School need only remit the undisputed amount until such issues are resolved. The District shall provide Charter School with cost projections for these services upon request by Charter School. If in any given year of the Term of this Agreement Charter School and the District agree to contract for these services, the annual fee will be noted in **Exhibit "B"**.

## **6. Compliance with Laws**

6.1 Charter School agrees to comply with all laws and regulations that apply to its operation of a charter school and its use of the Dedicated Space and Shared Space. In addition, Charter School agrees to abide by all the District policies and regulations regarding the use of the Dedicated Space, the Shared Space and the High School Site including but not limited to the District policies barring the possession or consumption of alcoholic beverages on campus and/or tobacco products on the District's facilities, and necessary fingerprinting and background checks of staff, contractors and volunteers.

6.2 Charter School shall not cause to occur, and shall take reasonable measures to prevent, any activity in or about the Dedicated Space and Shared Space that might impair the proper functioning of the High School Site or threaten the exterior or structural elements of the District's property, or threaten the health or safety of Charter School students and staff and the students and staff of the High School Site.

6.3 The District warrants that the Dedicated Space and Shared Space is in compliance, and will remain in compliance during the Term, with all applicable codes, regulations, and laws,



including but not limited to: Field Act, Americans with Disabilities Act, local fire marshal and requirements of the DSA.

6.4 The District reserves the right to charge Charter School the oversight fee as permitted by law.

## **7. Emergency; Partial or Total Destruction of the Dedicated Space**

7.1 If the Dedicated Space is totally destroyed (defined as the destruction of more than 75% of the usable Classroom space) through no fault of the District and in connection with negligence or intentional acts of the Charter School or its employees, contractors, students or invitees, then, notwithstanding the availability of insurance proceeds, this Agreement shall be terminated effective the date of the damage. Immediately upon the effective date of the damage, the District will assist in finding a reasonably equivalent school facility as soon as possible so as to avoid any interruption in the educational program of Charter School. District shall not be responsible for procuring replacement facilities for Charter School in connection with damage or destruction caused by the negligent or intentional acts of Charter School or its employees, contractors, students, volunteers or invitees. If the Dedicated Space is totally or partially destroyed through no fault of the Charter School or its employees, contractors, students or invitees, then District shall promptly repair such facilities or relocate Charter School in alternative reasonably equivalent replacement facilities. Charter School's pro rata share hereunder shall be proportionally reduced during such periods it is unable to use or occupy and Dedicated Spaces or replacement facilities due to damage or destruction.

7.2 The principals of Charter School and High School Site shall immediately inform one another or their designees of any health and/or safety emergency on the High School Site. This includes reports of any serious incident that takes place on the High School Site campus where the police, fire department or the paramedics are involved, including, but not limited to, incidents of physical or sexual abuse, bomb threats, weapons on the school site, and the sale of narcotics on the school site. Charter School staff, faculty, and students shall cooperate with, and participate in, any lockdowns (to include drills) or exigent security procedures required by the District at the High School Site.

## **8. Access**

The District or its agent(s) shall have the right to enter and/or pass through the Dedicated Space or any part thereof with reasonable notice and in a reasonable time and manner;

- (a) for the purpose of making repairs in or to the Dedicated Space as allowed by this Agreement, or as required by law or emergency; and
- (b) to examine the Dedicated Space during non-school hours, provided that the Principal of Charter School is notified prior to entry, except in cases of emergency, and
- (c) for the purpose of administrative oversight, as allowed by law and consistent with the Charter School charter as approved by the District.

## **9. Assignment and Subletting**

Charter School shall not assign its rights or delegate its duties under this Agreement or sublet or permit the subletting of the Dedicated Space, Shared Space, or any part thereof.

## **10. Default: Remedies**

10.1 The occurrence of any of the following shall constitute a material breach and default of this Agreement by Charter School:

- (a) Any failure by Charter School to make payments required to be paid hereunder (where such failure continues for thirty (30) days after receipt of written notice by the District to Charter School);
- (b) The complete abandonment or vacating of the Dedicated Space by Charter School; or
- (c) A failure by Charter School to observe and perform any other provision of this Agreement to be observed or performed by Charter School, where such failure continues for thirty (30) days after receipt of written notice thereof by the District to Charter School; unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, Charter School shall not be deemed to be in default if Charter School shall within such thirty (30) day period commence such cure and thereafter diligently prosecute the same to completion.

10.2 If Charter School commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason or such default or breach:

- (1) Maintain this Agreement in full force and effect and recover Rent and other monetary charges as they become due, without terminating Charter School's right to use irrespective of whether Charter School shall have abandoned or vacated the Dedicated Space. If the District elects not to terminate this Agreement, then the District shall have the right to use the Dedicated Space or lease or grant occupancy rights in the Dedicated Space at such rent or use fee and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Premises as the District deems reasonable and necessary without being deemed to have elected to terminate this Agreement, including removal of all persons and property from the Dedicated Space; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Charter School. If any subletting or assignment occurs by Charter school of all or any portion of the Dedicated Space or the High School Site, then this Agreement shall terminate automatically without notice by District.
- (2) Terminate Charter School's right to possession by any lawful means, in which case this Agreement shall terminate and Charter School shall surrender possession of the Dedicated Space upon ninety (90) days prior written notice. In such event the District shall be entitled to recover from Charter School the outstanding balance, if any, of Rent due and payable to

District and any unpaid sums for maintenance and/or custodial services and other charges.

Before the District exercises any of its remedies of this Section, it shall attempt to address Charter School's alleged default through the use of the dispute resolution provision below.

10.3 The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) days after receipt of written notice by Charter School to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than thirty (30) days are required for performance, then the District shall not be in default if the District commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

10.4 If the District commits any such default, then Charter School may, at any time thereafter without limiting Charter School in the exercise of any right or remedy at law or in equity which Charter School may have by reason of such default:

(a) Terminate this Agreement with no further obligation to the District; or

(b) Maintain this Agreement with the District and pursue damages or other equitable relief in a court of law. If Charter School chooses to pursue the remedy in this section 10.4, then Charter School shall be allowed to place all fees as they come due in a blocked trust account until such time as the District cures the default or the matter is otherwise resolved in a court of law. Before Charter School exercises any of its remedies of this Section, it shall attempt to address the District's alleged default through the use of the dispute resolution provision below.

## **11. Dispute Resolution**

11.1 Disputes between Charter School and the District regarding the alleged violation, misinterpretation, or misapplication of this Agreement shall be resolved using the dispute resolution process identified below.

11.2 The party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information:

(1) the name, addresses and phone numbers of designated representatives of the party;

(2) a statement of the facts of the dispute, including information regarding the parties attempts to resolve the dispute;

(3) the specific sections of this Agreement that are in dispute; and

(4) the specific resolution sought by the party. Within five (5) days from receipt of the notice of dispute the representatives from Charter School shall meet with representatives from the District in an informal setting to try to resolve the dispute.

11.3 If the informal meeting fails to resolve the dispute, the party initiating the dispute resolution process shall notify the other party (the responding party) in writing that it intends to proceed to mediation of the dispute and shall request the State Mediation and Conciliation Service to appoint a mediator within seven (7) days to assist the parties in resolving the dispute. The initiating party shall request appointment of a mediator who is available to meet as soon as possible but not later than thirty (30) days after receipt of the request for appointment. The party initiating the dispute shall forward a copy of the notice of the dispute to the appointed mediator. The responding party shall file a written response with the mediator and serve a copy on the initiating party and the mediator within seven (7) days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party in advance of the mediation. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the District and Charter School. The fees and costs of the mediator, if any, will be shared equally between the District and Charter School; each party shall bear their own attorneys' fees and costs.

11.4 Either party may seek equitable relief prior to the mediation to preserve the status quo or to compel the performance of a duty under this Agreement pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

## **12. Merger, Modification, Law, Notices, Invalid Provisions**

12.1 This Agreement contains the sole and entire Agreement and understanding of the Parties. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

12.2 This Agreement may only be changed or modified by written agreement signed by the Parties expressing an intent to modify this Agreement.

12.3 This Agreement shall be governed by and construed according to the laws of the State of California.

12.4 All notices required to be given hereunder shall be in writing and served by U.S. Mail postage prepaid (and shall be deemed delivered three (3) days after placement in a U.S. post office mailbox) or national overnight courier service (and shall be deemed delivered the next business day) or by facsimile (and shall be deemed delivered the day the facsimile is sent and the party receives confirmation of successful transmission). Either party may provide updated contact information under this Section by mailing a copy of said change of address/contact information to the addresses noted below.

Notice to the District shall be addressed to:

Chris Jew

Associate Superintendent of Business Services  
East Side Union High School District  
830 North Capitol Avenue  
San Jose, CA 95133  
FOR IMMEDIATE ATTENTION  
(Facsimile No.: 408-347-5055)

With a copy to:

Director of Facilities, Maintenance, and Operations  
East Side Union High School District  
830 North Capitol Avenue  
San Jose, CA 95133  
FOR IMMEDIATE ATTENTION  
(Facsimile No.: 408-347-5055)

Notice shall be given to Charter School at the following address:

Jonathan Stewart  
Executive Director  
Summit Public School: Tahoma  
285 Blossom Hill Road  
San Jose, CA 95123  
(Facsimile No.: 408-729-3853)

With a copy to:

Josh Lotstein  
Chief Operations Officer  
Summit Public Schools  
780 Broadway  
Redwood City, CA 94603

**14. Insurance; Hold Harmless; Indemnity**

14.1 INSURANCE: Throughout the term hereof Charter School shall maintain general liability insurance, including automobile coverage, in an amount as may be reasonably necessary to assure compliance with the indemnification provision, herein below. Such insurance shall be in an amount of not less than (Two Million Dollars) \$2,000,000.00 combined single limit for bodily injury and property damage as a result of any one occurrence for the term of this Agreement. The District and its Board members and employees shall be named as additional named insureds under such insurance policy/policies. Charter School shall at all times maintain workers' compensation insurance in such amounts as required by law. The insurance shall be with companies approved by the District, which approval the District agrees not to unreasonably withhold. On or before July 1, 2020, Charter School shall provide to District certificates evidencing the required insurance for the term hereof, which certificates shall also specify that such

policy/policies shall not be cancelled or modified except upon thirty (30) days prior written notice to District. Charter School shall remain solely responsible for insuring its own property and equipment. Charter School shall provide District with copies of policy renewal certificates not less than thirty (30) days prior to the scheduled expiration of any insurance required hereunder.

14.2 INDEMNIFICATION: Charter School shall indemnify, defend (with counsel reasonably acceptable to District), and hold harmless the District and its officers, agents, employees, Board Members and volunteers from and against any and all claims, damages and losses of any kind, including but not limited to personal injury and/or property damage, arising from or in connection with the use of the High School Site (including but not limited to the construction or installation of any alterations or improvements) and the Dedicated Space and Shared Space and all equipment, fixtures and furniture provided by the District, and in connection with the construction of any alterations, additions or improvements by Charter School and its employees, agents, contractors, students, volunteers and invitees, except to the extent such claims, damages and losses are caused by or the result of the gross negligence or intentional reckless acts of District or its employees, agents, volunteers, contractors or Board Members. District shall indemnify, defend (with counsel reasonably acceptable to Charter School), and hold harmless Charter School and its officers, agents, employees, Board Members and volunteers from and against any and all claims, damages and losses of any kind, including but not limited to personal injury and/or property damage, arising from or in connection with the use of High School Site (including but not limited to the construction or installation of any alterations or improvements) and the Dedicated Space and Shared Space by the District, and in connection with the construction of any alterations, additions, or improvements by the District, if any, and its employees, agents, contractors, students and invitees, except to the extent such claims, damages and losses are caused by or the result of the gross negligence or intentional reckless acts of Charter School or its employees, agents, volunteers, contractors or Board Members. The terms of this Section 14.2 shall survive the expiration or earlier termination of this Agreement.

The parties agree that the provision of facilities pursuant to this Agreement constitutes full satisfaction of the District's obligation to provide facilities to Charter School pursuant to Proposition 39 for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on July 1st, 2020.


**EAST SIDE UNION HIGH SCHOOL DISTRICT**

  
Chris Jew (Sep 25, 2020 11:13 PDT)

Chris Jew, Associate Superintendent

Date Signed: Sep 25, 2020

**SUMMIT PUBLIC SCHOOLS, on behalf of  
SUMMIT PUBLIC SCHOOL: TAHOMA**



Diane Tavenner, Chief Executive Officer

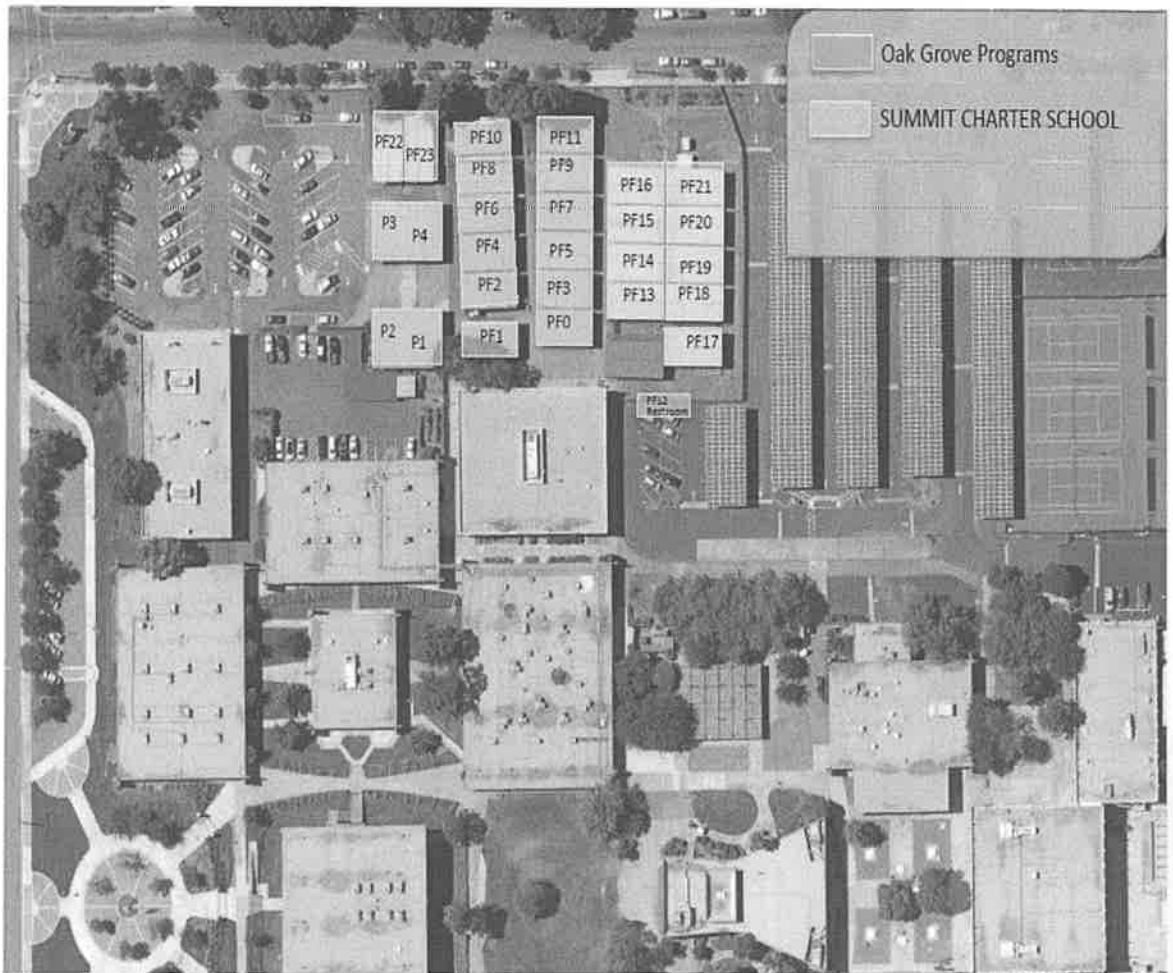
Date Signed: Sep 23, 2020

Board Approved on: 4/28/2020  
East Side Union High School District

EXHIBIT A

SITE PLAN

Oak Grove High School  
SUMMIT Charter School





## **EXHIBIT B**

### **RENT**

This Exhibit defines the facilities dedicated space, cost and contracted services for each year of the Term of this Agreement between Charter School and the District. This **Exhibit "B"** will be reviewed and revised by April 30 of each year of the Term of this Agreement.

#### **Rent for Year 1 of the Term: July 1, 2020 – June 30, 2025**

1. Dedicated Space: \$6.74 per sq. ft.
2. Ground Rent: \$1.00 per sq. ft.

**EXHIBIT C****FACILITY IMPROVEMENT PLAN**

<b><u>ITEM</u></b>	<b><u>SCOPE</u></b>	<b><u>TIMING</u></b>
<b>PF16</b>	<b>Convert classroom to servery and bathroom</b>	<b>Phase 1</b>
<b>PF14</b>	<b>Convert classroom into stem lab</b>	<b>Phase 1</b>
<b>Utility Work</b>	<b>Underground water/sewer/storm related to servery, STEM lab and bathroom</b>	<b>Phase 1</b>
<b>PF TBD</b>	<b>Remove buildings to create open space</b>	<b>Phase 1/ Phase 2</b>
<b>New Fencing</b>	<b>Secure new perimeter of campus</b>	<b>Phase 1</b>
<b>New Ground Exterior Signage</b>	<b>Pole monument sign to identify campus</b>	<b>Phase 1</b>
<b>New Door and Directional Signage</b>	<b>Way finding and new brand identification</b>	<b>Phase 1</b>
<b>PF15</b>	<b>Convert classroom into stem lab</b>	<b>Phase 2</b>
<b>PF17</b>	<b>Convert classroom into new front office</b>	<b>Phase 1/2</b>
<b>PF0</b>	<b>Convert classroom to student resource center</b>	<b>Phase 2</b>
<b>Shade Structure</b>	<b>Install shade structure for open space</b>	<b>Phase 2</b>

## EXHIBIT D

### DISTRICT'S INTERNET POLICIES AND SECURITY REQUIREMENTS, BP 6163.4

9/3/2020

BoardDocs® Plus



Book	BOARD POLICIES / ADMINISTRATIVE REGULATIONS
Section	6000 INSTRUCTION
Title	Student Use of Technology
Code	6163.4 BP
Status	Active
Adopted	March 11, 2004
Last Revised	June 21, 2012
Last Reviewed	June 21, 2012



## EAST SIDE UNION HIGH SCHOOL DISTRICT

### Board Policy: Student Use of Technology

The Governing Board intends that technological resources provided by the district be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

(cf. 0440 - District Technology Plan)  
(cf. 1113 - District and School Web Sites)  
(cf. 4040 - Employee Use of Technology)  
(cf. 5131 - Conduct)  
(cf. 6163.1 - Library Media Centers)

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with district regulations and the district's Acceptable Use Agreement.

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)  
(cf. 5144 - Discipline)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)  
(cf. 5144.2 - Suspension and Expulsion/Due Process: Students with Disabilities)  
(cf. 5145.12 - Search and Seizure)

The Superintendent or designee shall provide age-appropriate instruction regarding the district's acceptable use agreement, including instruction on the safe use of social networking sites and other Internet services including, but not limited to, the dangers of posting personal information online, misrepresentation by online predators, and how to report inappropriate or offensive content or threats.

(cf. 6143 - Courses of Study)

The Superintendent or designee, with input from students and appropriate staff, shall regularly review this policy, the accompanying administrative regulation, and other relevant procedures to enhance the safety and security of students using the district's technological resources and to help ensure that the district adapts to changing technologies and circumstances.

#### Use of District Computers for Online Services/Internet Access

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure, in compliance with the Children's Internet Protection Act ("CIPA"), that blocks or filters Internet access to visual depictions that are obscene, child pornography, or harmful to minors, and that the operation of such measures is enforced. (20 USC 6777, 47 USC 254)

The Board desires to protect students from access to inappropriate matter on the Internet. The Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet. He/she also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

Student use of district computers to access social networking sites is prohibited. To the extent possible, the Superintendent or designee shall block access to such sites on district computers with Internet access.

Before using the district's technological resources, each student and his/her parent/guardian shall sign and return an Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and his/her parent/guardian shall agree to not hold the district or any district staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or users' mistakes or negligence. They shall also agree to indemnify and hold harmless the district and district personnel for any damages or costs incurred.

(*cf. 6162.6 - Use of Copyrighted Materials*)

Staff shall supervise students while they are using online services and may ask teacher aides, student aides, and volunteers to assist in this supervision.

*Legal Reference:*

*EDUCATION CODE*

51006 *Computer education and resources*

51007 *Programs to strengthen technological skills*

51870-51874 *Education technology*

60044 *Prohibited instructional materials*

*PENAL CODE*

313 *Harmful matter*

502 *Computer crimes, remedies*

632 *Eavesdropping on or recording confidential communications*

*UNITED STATES CODE, TITLE 20*

6751-6777 *Enhancing Education Through Technology Act, Title II, Part D, especially:*

6777 *Internet safety*

*UNITED STATES CODE, TITLE 47*

254 *Universal service discounts (E-rate)*

*CODE OF FEDERAL REGULATIONS, TITLE 16*

312.1-312.12 *Children's online privacy protection*

*CODE OF FEDERAL REGULATIONS, TITLE 47*

54.520 *Internet safety policy and technology protection measures, E-rate discounts*

*Management Resources:*

*CSBA PUBLICATIONS*

*Cyberbullying: Policy Considerations for Boards, Governance and Policy Services Policy Brief, July 2007*

*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*

*K-12 Network Technology Planning Guide: Building the Future, 1995*

*CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES*

1223.94 *Acceptable Use of Electronic Information Resources*

*MY SPACE.COM PUBLICATIONS*

*The Official School Administrator's Guide to Understanding MySpace and Resolving Social Networking Issues*

*WEB SITES*

CSBA: <http://www.csba.org>

American Library Association: <http://www.ala.org>

California Coalition for Children's Internet Safety: <http://www.cybersafety.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

Center for Safe and Responsible Internet Use: <http://csriu.org> and <http://cyberbully.org>

Federal Communications Commission: <http://www.fcc.gov>

U.S. Department of Education: <http://www.ed.gov>

Web Wise Kids: <http://www.webwisekids.org>

Adopted: 03/11/04

Amended: 03/20/08; 06/21/12

## EXHIBIT E

### INSURANCE

In the event any addition, alteration or improvement is approved by District, Charter School Agrees that it shall require each construction contractor, subcontractor and design professional (collectively, "Contractor") to provide at least the minimum insurance coverage described below.

#### A. Minimum Scope of Insurance

Contractor's Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Number GL 0002 (Ed. 01/96) covering Commercial General Liability together with Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability; or that described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 (Ed. 01/96), including X, C, U (Explosion, Collapse and Underground) coverages; and
2. The coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors and Omissions Insurance (design professional only).

#### B. Minimum Limits of Insurance

Contractors shall maintain coverage limits no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and,
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and,

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident; and,
4. Professional Liability Errors and Omissions insurance \$2,000,000 per occurrence; and,

C. Deductibles and Self-Insured Retentions

Any deductibles must be declared to, and reasonably approved by District's Associate Superintendent for Business Services or designee. At the option of Charter School, either: the insurer shall reduce or eliminate the amount of any reasonably disapproved deductibles; or Charter School shall require its construction contractors to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the District's Superintendent or designee.

D. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. District, and its officers, Trustees, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, Charter School, their officers, Trustees, employees, agents and contractors.
- b. The Contractor's insurance coverage shall be primary insurance as respects the District, Charter School, their officers, Trustees, employees, agents and contractors. Any insurance or self-insurance maintained by District or its officers, Trustees, employees, agents or contractors shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure of Contractor to comply with reporting provisions of the policies of Contractor shall not affect coverage provided to the District or its officers, Trustees, employees, agents, or contractors.
- d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or

suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to the District and Charter School.

E. Acceptability of Insurers

Insurance is to be placed with California Charter Schools Joint Powers Authority (doing business as CharterSafe) or another insurer acceptable to District's Associate Superintendent for Business Services or other designee, who shall not unreasonably withhold, delay, or condition his/her consent, provided, that such provision is reasonably commercially available on selected insurance.

F. Verification of Coverage

The Contractor shall furnish the District and Charter School with certificates of insurance. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following addresses or any subsequent addresses as may be directed in writing by District's Associate Superintendent for Business Services or other designee and transmitted via email as directed by the Associate Superintendent for Business Services of the District or Senior Director of Real Estate and Facilities of the Charter School:

**SUMMIT PUBLIC SCHOOLS**

Senior Director of Real Estate & Facilities  
780 Broadway  
Redwood City, California

**EAST SIDE UNION HIGH SCHOOL  
DISTRICT**

Associate Superintendent of Business Services  
830 N. Capitol Avenue  
San Jose, CA 95133

With a copy to the Superintendent at the same address