# *Old Town Academy*
# K-8 Charter School Petition



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# *Old Town Academy* K-8 Charter School Petition

## Introduction

The petitioners to this proposal seek approval for a new public school to operate under California's legislative provisions for charter schools. The school will instruct students in grades K-8. It intends to operate as a traditional program on a regular academic schedule, and to emphasize both traditional and 21st Century learning skills. The new school seeks to become a public charter school effective Summer of 2011, and begin classes in September, 2011.

## The Petitioners

The teachers signing this document are committed to helping build a new charter school, **Old Town Academy** K-8 Charter School, as envisioned by this petition:

- **Tom Donahue**, M.A., Liberal Arts and Education; AMI Primary Montessori Degree; professional curriculum and software designer; former classroom teacher (K-8 and high school math, science, and language arts) and charter school founder (Heritage K-8 Charter School).
- **Chris Celentino**, JD, Managing Partner, Duane Morris Law Firm; experienced fundraiser and former classroom teacher and debate team coach.
- **Bob Hamm**, M.Ed, Principal (1989-2009) Sacred Heart Academy a nationally recognized Core Knowledge® model school; Core Knowledge trainer and curriculum developer; recipient of the "Guardian of Kids" award from *Stand Up for Kids* for his work with homeless and street kids.

## Nomenclature

The **Old Town Academy** K-8 Charter School may be referred to hereafter as "Old Town Academy," "the Charter School" or simply "the School," interchangeably. Likewise, the sponsoring school district, San Diego Unified School District, may be referred to as "the District," or abbreviated as SDUSD.

## Required Elements of the Charter Petition:

## 1. A Description of the Educational Program of the School.

### A. Educational Vision

*The mission of **Old Town Academy** K-8 Charter School will be to graduate students with* both *the world-class core learning skills* and *the active learning habits-of-mind they will need to survive and thrive in high school and in 21st Century society.*

San Diego Unified School District has a long tradition of providing quality education for a very diverse population of students. **Recently an ideal K-8 campus, located in Region C of SDUSD, became available**. This site gives the organizers of the proposed K-8 Charter a chance to partner with the District to provide students and their parents with expanded

opportunities for excellence and innovation in public education, as envisioned by California Charter School legislation and San Diego Unified School District's "2020 Vision for Educational Excellence" (Appendix D.) The organizers of this petition (an experienced charter school organizer, a retired Core Knowledge school principal, and a successful school fundraiser) are confident that they can take advantage of this opportunity and turn this site into a great new public charter school for San Diego in time for the Fall 2011 opening.

## B. Who Will Old Town Academy School Educate?

**Old Town Academy's** unique proposed location at the intersection of Highways 5 & 8 will allow us to attract students from all of Greater San Diego, but especially from the Central, Mid-City, Southeastern, and Western neighborhoods. From within these neighborhoods we expect to attract a broad range of students whose families are looking for a small school that combines middle school and elementary, emphasizes character as well as intellect, and combines an integrated K-8 "essential learning" curriculum with abundant active learning opportunities. As a small school we will not have the facilities or programs available at larger schools and so will not be the answer for everyone. But we hope to offer parents and students a choice--an integrated, K through 8th grade learning experience that prepares middle school graduates to succeed in high school and beyond; and we intend to use the strength and flexibility of our Education Program to work with the District to meet the need of all California students, including ELD, special education, and gifted. Our goal, and the goal of Core Knowledge Foundation is equity and excellence for all students-- to challenge strengths and remediate weaknesses as we identify them-- and the School intends to support that goal by using the three elements of its classroom proven Education Program: 1. An Essential Learning Curriculum (Core Knowledge®); 2. the MAP Quality Assurance Assessment System; and 3. the Core Learning Lab. These elements are described in greater detail in Sect C below and in Appendices C (MAP) & K (Core Knowledge Curriculum).

### Special Education

At least initially, The School will receive special education services from the District. The School will comply with District policies and SELPA special education polices in addition to state and federal laws pertaining to special education in so much as the delivery of District services is compliant.

The School will comply with all State and Federal laws for special education including Child Search/Find efforts. These efforts will include: 1. The establishment of a Student Success Team process to exhaust all general education alternatives before a referral to Special Education is made; 2. The inclusion of testing procedures and the evaluation thereof which allows for the pre-identification of children with disabilities; 3. Annual in-service for faculty regarding the identification of children with disabilities.

The School shall be deemed, at least initially, a district public school for the purposes of special education. The District will provide special education funding and services for the Academy's special education pupils to the extent required by law. Specifically, the District will (A) serve children with disabilities in the same manner as it serves children with

disabilities in its other schools; and (B) provide funds in the same manner as it provides funds to its other schools [IDEA §1413 (a)(5)]. The School will pay the District the District's special education encroachment for each student. The District may provide The School, by mutual agreement, funding instead of services in those cases where The School has the capacity to appropriately meet the needs of its special education students and the District finds it in the best interest of students to do so.

The School will ensure adequate timelines and other protections as stipulated by the IDEA and will have a manifestation determination policy for students with previously identified exceptional needs or disabilities to determine change of placement as detailed in full in Appendix B. (Old Town Academy Suspension and Expulsion Policy):

> A student with previously identified exceptional needs or a disability may be suspended for not more than ten (10) consecutive school days. A special education student may be suspended again in the same school year, with each suspension period limited to ten (10) consecutive days or less, as long as the suspension does not constitute a change of placement. A change of placement occurs if (a) the removal is for more than 10 consecutive school days, or (b) the student has been subjected to a series of removals that constitute a pattern. A pattern occurs if (a) the series of removals total more than 10 school days in a school year; (b) the student's behavior is substantially similar to the behavior in the incidents that resulted in the series of suspensions, taken cumulatively, is **determined to be a manifestation of the student's disability**; and (c) because of additional factors such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another.

The School reserves the right to become an LEA for special education in another SELPA while the District may exercise any rights it has not to serve as the SELPA (Special Education Local Plan Area) for The School LEA. The School also reserves the right to join another SELPA as provided by law. Any change in the manner in which special education services are delivered, including a change to act as its own LEA or join another SELPA is subject to guidelines.

To the extent The School opts for District delivery of special education services, it will support the District's implementation of these services and will make facilities available in a manner consistent with the District's need to provide services to all special education students.

**Assessment and Special Accommodations for ELL and Special Education Students.**

Old Town Academy Charter supports the District's commitment to "a standards-based district assessment system that is fair, objective, and accessible to all students," and an "assessment system [that] shall provide all students with multiple and varied opportunities to demonstrate their knowledge and unique abilities." As per District policy, Old Town Academy main in-house assessment instrument, the MAP test, is correlated to California standards and adaptive to each individual student's learning ability and will help the school achieve the District's goal of linking "standards, curriculum, and instruction in ways that reflect the best instructional practices and document student progress toward meeting

standards, including the progress of English language learners in attaining English language proficiency."

Students with disabilities are included in Old Town Academy's in house (MAP) and state assessment programs, with appropriate accommodations, where necessary, and as delineated on the student's Individualized Education Program (IEP). English Learners enrolled in the district for less than one year, who are at the beginning level of English language proficiency, may be tested on the state-designated English standardized achievement test(s) with nonstandard accommodations in accordance with district and state practices and guidelines, and the manuals or other instructions provided by the test publisher(s). At no time will any student, whether ELL, SPED, or otherwise, be denied a reasonable accommodation in the ability to take the MAP test.

## C. Description of the Educational Program

The **Old Town Academy** educational program will consist of three key elements:

(1) An "Essential Learning" K-8 curriculum covering six major learning strands (NCLB Core Academic Subjects) plus schoolwide Seminar;
(2) A Quality Assurance Assessment System; and
(3) A Core Learning Computer Lab (aka a Learning Acceleration Lab) dedicated to the core curriculum and to giving teachers the tools they need to make sure all students are reaching their potential.

**Old Town Academy** instructional methods can best be described as "goal-oriented coaching": Set clear learning goals, provide students and parents with the tools they need to achieve them, then use an in-house assessment tool to measure progress. The School Director and Faculty will study data and adjust accordingly, three or more times a year, for each student, grade, and subject

Table 1. Old Town Academy Plan for ELL, Low and High Achieving Students

| How Old Town Academy Education Program Works to Help: | Reach or Exceed Grade-Level Work in | | |
|---|---|---|---|
| | Language Arts | Vocab-Reading | Math |
| ELL/ELD Students | 1. CELDT and MAP **intake assessment** identifies students strengths and weaknesses. 2. MAP Assessment helped create **individual learning plans** for every student in the school. 3. Core Learning Lab and Activated Reader **customizes vocabulary and guided reading passages** for ea student's ability, from grades K-12. Lab activities are supplemented by printed work and on-level small Seminars/Reading Circles. Math programs like MIND Institute math allow each student to progress at their own pace. Small in-lab tutorials allow students to get coaching at their own level in math. 4. Periodic MAP Assessments Check Each | | |
| Low Achieving Students | | | |
| High Achieving Students | | | |

| | |
|---|---|
| | Students Progress on Core Learning Goals Up to 4x per Year. MAP recommends new goals for each student: vocabulary, reading, math, science.<br>5. Staff trained in use of MAP, Core Learning Lab, and English Language Proficiencey, works with MAP results and goals, students, and parents get best results for each Old Town Academy student. |

## IC.*i* PLAN FOR STUDENTS THAT ARE ACADEMICALLY LOW ACHIEVING

Old Town Academy Charter will take a systematic approach to closing the achievement gap by allocating multiple resources and interventions towards academically low-performing students. We will identify students who are performing below grade level through the results of the state STAR assessments, MAP assessments administered by the school and classroom assessments by teaching staff. Staff will follow the process outlined in **Table 1. Plan for ELL, Low Achieving, and High Achieving Students** to identify students who are struggling to stay at grade level throughout the year.
All new students entering Old Town Academy Charter will be assessed in the areas of English/language arts and math and an individual evaluation will be completed for each student to assess academic strengths and weaknesses. This initial student assessment process will allow Old Town Academy's designated MAP (Measures of Academic Progress) Coordinator and teaching staff to identify the learning needs of each student, including those with special needs. Each student, parent, and advisor will meet to discuss and plan how each student's needs will be addressed. Academically low-achieving students will be monitored with quarterly benchmarks to determine the student's progress. Results and potential interventions will be discussed with parents, students, and teachers at that time.

Students who are identified as low-achieving will have a support plan designed to help them keep pace with class work as well as for remedial skill building, for example, for those students reading far below grade level who need more specialized instruction to catch up. Each student's plan will include some combination of the following interventions and supports listed below.
Services for academically low-achieving students will begin with an assessment of student abilities and needs. Depending on identified needs, students will receive one or more of the following interventions:

- Instructional modification: Instructional activities and materials may be modified to accommodate different learning styles and needs, such as provision of accessible text.
- Support classes: Old Town Academy's proposed schedule includes Core Learning Lab time for all students (with separate, dedicated K-4 and 5-8 Core Learning Computer Learning Labs) for accelerated learning in math and in English. In this schedule, the MAP Coordinator and Core Learning Lab director will work with the student's regular math teacher and regular language arts teacher for a seamless integration of core and supplemental instruction and to help students keep pace with courses and to remediate as appropriate. The MAP coordinator and Core Learning

Lab director will group students by need, so that students have access to specialized reading and writing instruction, development of academic vocabulary to support core class work, and so on, with an emphasis on planning in collaboration with students' core class teachers.

- Tutoring: Students needing additional assistance in particular subjects or skill areas will have access to extra help before, during or after school from peers, staff, and/or volunteer tutors. Old Town Academy anticipates offering tutoring and/or mentoring with USD , Point Loma Nazarene, and SCRIPPS student volunteers, grad students, and retired teachers, with the aim of increasing students' academic success and their interest in and ability to attend college.
- If a student is still not achieving at grade-level standards despite consistent participation in the above interventions, a MAP Coordinator will set up a meeting with a student's parent/guardian and school. More information about the process can be found in Table 1, and in Appendix C (MAP Quality Assurance System), Appendix E (Learning Skills Matrix), and under Element 1., B., on page 2 in the section on Special Education Students.
- Old Town Academy may develop additional group intervention classes either during, before, or after school depending on student needs and staff availability and scheduling demands. For example, if a substantial number of students need a

  particular type of support, the school will offer extra math tutorial sessions in our after-school program.

In addition, to support students in dealing with personal issues that may be impeding academic success, Old Town Academy K-8 Charter will work with community-based providers of mental health prevention and intervention services to work with our kids on campus during out of school time

**IC.*ii* PLAN FOR STUDENTS THAT ARE ACADEMICALLY HIGH ACHIEVING**

Some students will enter the school better prepared or ready to learn at a faster pace than the majority of their classmates. Students who are identified as high achievers through classroom report card grades, MAP intake placement test results, and teacher recommendations will have the opportunity to do more advanced work and to excel at their individual rates. They will be given multiple opportunities that provide intellectual enrichment and enable them to contribute positively to the school community. Projects, in particular, offer an excellent vehicle for differentiation because high achieving students can take their projects to more advanced levels. Specifically, high achieving students may be offered such programs as:

- An advanced reading Seminar and on-grade level (up to college level) guided vocabulary-reading practice in the Core Learning Lab, with supplemental advanced challenges for students in mathematics and science, art and music.
- Advanced classes offered in Core Learning Lab or outside school hours.
- Special projects and assignments in class as assigned by teachers.
- Independent study projects
- Online courses
- Concurrent classes at the community college

Since Old Town Academy has the responsibility of assuring that each student has a rigorous educational experience, teachers provide appropriate challenges for academically high achieving students. In addition, students working at different paces will sometimes be paired so that students excelling in a particular subject will help students struggling with the material. Research shows that people deepen understanding through the process of teaching others.

## IC.*iii* PLAN FOR ENGLISH LEARNERS

*Identification of ELL Students*

English Language Learners (ELL) will have full access to Old Town Academy's educational program and will be supported to achieve English language proficiency. To identify ELLs, Old Town Academy will administer the home language survey to all students as they enroll. All students whose home language survey indicates a language other than English will be assessed using the California English Language Development Test (CELDT) to determine their English language proficiency level. Students observed to have very low English proficiency may also be administered a primary language assessment in their non-English language to identify their academic levels irrespective of English proficiency.

The CELDT will be administered annually to ELL students. In accordance with the process established by the California Department of Education, the Old Town Academy will use annual CELDT and CST data, teacher observations and optional parent input to identify English Language Learners (ELL), determine their English Language Development (ELD) levels and reclassify ELL students as English proficient when appropriate. Once an English Learner is identified, the designated MAP coordinator and the designated Core Learning Lab director will schedule a conference with the parent to outline the instructional program, the teacher's role in its implementation, and the teachers', parents' and school's role in providing support. Old Town Academy K-8 Charter will provide a tutor or a bilingual staff member whenever possible and use annual CELDT data, teacher observations, and STAR test data to identify ELL student needs and reclassify English Language Learners students as English proficient when appropriate. Once an ELL student is reclassified, Old Town Academy will continue to monitor the student's performance in English for at least three years, in line with it's goal of helping every incoming student achieve English language proficiency withint three years of arrival.

***The ELL Program***

Old Town Academy will provide a quality ELL program that enables ELL students to attain English proficiency, to achieve in all academic subject areas, and to have full access to the range of educational opportunities that Old Town Academy provides. To help students understand content being taught, teachers will use support strategies such as providing instructional material at or near students' reading levels in their native language and/or in English, explicitly teaching academic vocabulary, and using appropriate instructional strategies such as SDAIE (Specially Designed Academic Instruction in English) methods. These include Core Learning Lab strategies for identifying each student's vocabulary-reading comprehension level and giving them guided practice in vocabulary-leveled reading texts to prepare them for grade level content. Tutoring and homework help will give ELL students additional support to keep pace. Teachers will participate in professional development to develop the skills needed to effectively serve ELL students. See page 16 on Sample Professional Development Opportunities: Language Arts Instruction, for more

details..
In addition to the targeted instruction in the Core Learning Lab and the MAP Assessment Progress Tracking, Old Town Academy will immerse English Language Development students into the regular classroom environment. Our experience is that Student Language Buddies, Core Learning Lab Targeted Vocabulary-Reading Instruction, and individual and small-group coaching from bilingual instructional support staff and volunteers will provide the native language support and language acquisition experiences ELL students need to be language proficient within the three-year goal.

Furthermore, to ensure that the school effectively assists ELL students in a successful transition from Limited English Proficient (LEP) to Fluent English Proficient (FEP) status, Old Town Academy will:

- hire CLAD or BCLAD certified, experienced teachers and work with other ELL specialists as appropriate to develop effective programming. Teacher professional development will address strategies to provide ELL students with full access to the curriculumProvide teachers with professional development on best practices in second language acquisition so they become skilled in classroom strategies to meet the needs of ELL students.
- Ensure that instructional materials for ELL students and curriculum frameworks and standards are aligned.
- Provide instructional support in the home language (as appropriate) or in accessible English for students with the lowest ELD levels as is feasible and desirable
- Monitor the progress of ELL students.

Old Town Academy will make teachers aware that raising ELL students' rate of English acquisition and overall academic performance is not only a moral imperative, it is also a factor in the Academic Performance Index (API) and in Annual Yearly Progress (AYP). Instructional staff will monitor progress of ELLs throughout the year to ensure that students are on track for meeting growth goals. Old Town Academy will comply with all applicable laws with respect to English Language Learner (ELL) students, including those pertaining to identification, provision of services, assessment and reclassification.

***MAP Coordinator***. Old Town Academy also plans to appoint one member of it's teaching staff as a MAP (Measures of Academic Success) Coordinator who job is, to the maximum extent feasible, to meet all student needs within the regular instructional setting prior to referral for formal assessment for special education purposes.

*Referral and Assessment.* In the event that formal interventions provided through the MAP Coordinator and Core Learning Lab Director are not successful and there is reason to believe that special education needs could be involved, Old Town Academy will seek to secure a formal and appropriate assessment conducted by qualified staff. The school initially anticipates that these assessments would be conducted by the psychological services staff that performs such services for the SDUSD. If this assessment identifies that the student has exceptional needs and requires special education and/or related services under the terms of applicable special education law, Old Town Academy anticipates working with appropriate SDUSD staff to convene and conduct an individualized educational plan (IEP) team meeting and implement appropriate services/accommodations.

*Individualized Education Plans and Service Delivery.* Old Town Academy will participate actively and as appropriate in planning and conducting the IEP team meetings and processes. The school would commit to implementing all special education and related services called for by the IEP in partnership with SDUSD and/or SELPA. Old Town Academy understands that student progress toward the goals specified in the IEP will be monitored regularly, reviewed annually, and formally reevaluated triennially. Resource specialists will help Old Town Academy teachers individualize their classroom teaching and provide appropriate accommodations and/or modifications to ensure that the needs of all special education students are being met.
*Due Process.* In the event of a due process claim to enforce provisions of applicable special education law, Old Town Academy is committed to working in cooperation with SDUSD to the maximum extent permitted under law to respond to and defend the school and the district in the process.

In addition to the other testing procedures and the grade scale as discussed in the petition, Old Town Academy will use MAP testing to produce (a) a daily instruction guide to help tailor the curriculum to the needs of our individual student; (b) as a tool to measure student outcomes to evaluate progress; and (c) as a tool to measure teacher efficacy to evaluate progress.

**Summary: Three Key Elements of the Old Town Academy Educational Program**

(1) An "Essential Learning" Curriculum: The Core Knowledge® Sequence

**Old Town Academy** will offer an "essential learning" study program built around the **Core Knowledge®** Sequence. The daily schedule will use block programming whenever possible for intensive instruction in Math, English, Science, and History Projects, in addition to Music and Art.

## Table 2. Sample "Active Learning Design" Schedule

Schedule for an *Active Learning* Charter School

*Four Foundation-Learning Curriculum Blocks: • Math • Science • English • History*



**Seminars** (designed to develop active reading, public speaking, and writing skills) will be an integral part of the K-8 curricula at **Old Town Academy**. A Core Learning Computer Lab will be dedicated to measuring and accelerating each student's core learning skills (math, vocabulary-reading, geography, science). The Core Learning Lab will also serve as an after-school tutoring center will be open most days for students to receive drop-in math and reading help. Team-building and character education will be emphasized throughout the day.

## Table 3a. Six Major Core Knowledge® Curriculum Strands

| Curriculum Strands | Resources | Goals/Reason For Choosing This Program |
|---|---|---|
| **1. History & Geography** (NCLB Core Academic Subject: Social Sciences) | • **Pearson Learning /** Core Knowledge history & geography textbooks | • History is the backbone of the Core Knowledge Curriculum. These books are designed to "put the story back in history [with] rich content in an understandable, engaging style that young students enjoy.. |
| **2. Mathematics** (NCLB Core Academic Subject: Mathematics) | • **Saxon Math Texts**<br>• **TAPS (Talk-Aloud-Problem Solving) Curriculum**<br>• **Computer-Aided Learning (Quarter Mile Math, First in Math, Aleks)** | • Saxon texts use Incremental Progression & Continuous Review. Planning team has used these books in both K-8 and 9-12 and always obtained very good results. Though it must be supplemented with a problem-solving curriculum (which we will develop in-house) |
| **3. Language Arts / Vocabulary-Reading** (NCLB Core Academic Subject: English/Language Arts/Reading) | • **Houghton CA Basal Reading**<br>• **Core Knowledge *Realms of Gold* Reading Lists**<br>• **California Reading Lists**<br>• ***Touchstones* Great ideas of World Cultures Series (see Seminar)**<br>• **Vocabulary-Powered Reading Acceleration in the Core Learning Lab.** | • A good phonics program, with reading selections drawn from real (working) authors.<br>• Students also need truly challenging (prose and fiction) texts to make them high-school-ready readers and ...<br>• a large selection of level-appropriate texts they can choose themselves.<br>• Vocabulary is "the missing link in reading education." --NICHD "Boost vocabulary and you boost comprehension." ---Biemiller |
| **4. Science** (NCLB Core Academic Subject: Biological Sciences, Chemistry, Geosciences, Physics) | • ***The Story of Science* Series by Joy Hakim**<br>• **Matter-Energy-Life on Earth**<br>• **Math & Science Olympics!** | • These texts "focus on the quest to understand the universe, from Thales to today's cosmology. and will be a great resource for the Matter Energy Life on Earth hands-on science sequence.<br>• An Active Learning Design™, CA standards correlated, Integrated Science Program that runs in repeating 3 year cycles: K-2, 3-5, 6-8. If Core Knowledge has a weakness it is their science program; this hands-on curriculum will help **Old Town Academy** reach its goal of giving graduates world class science skills and knowledge.<br>• A supplemental (Math & Science Extra Credit and After School) Robotics, Problem-Solving, Applied Mathematics |

| | | |
|---|---|---|
| | | course, first developed in Shanghai. |
| **5. Music** (NCLB Core Academic Subject: Music) | • **Core Knowledge Music CD-ROMS and Songbooks**<br>• **SoftMozart Piano in the Core Learning Computer Lab** | • The Core Knowledge music curriculum is a music appreciation program that introduces children to **key ideas of music**, some notation, and genre: from chants to jazz.<br>• We intend to use the Core Learning Computer lab and keyboards to give all K-2 students **two years of piano-math instruction** using this curriculum designed by musicologist Hellene Hiner. For benefits of math + music instruction see the Mind Institute (at UC Irvine) and www.doremefasoft.com |
| **6. Art** (NCLB Core Academic Subject: Visual Arts) | • **Art Sense Curriculum** | • A studio art history course for the non-expert home room teacher: color, line, form and art history. |
| **7. Weekly Seminar, K-8** (NCLB Core Academic Subject: English/Language Arts/Reading) | • **Touchstones Series: Great Ideas of World Culture.**<br>• **Core Knowledge *Realms of Gold* Reading List**<br>• **CA State Reading List** | • **Seminar helps students recover the lost arts of active reading, listening, speaking and thinking! Touchstones series are short, leveled texts (and art) that are ideal for weekly K-8 seminars.** |

## Table 3b. Sample Core Knowledge Learning Sequence

**Old Town Academy** K-8 Charter Curriculum Sequence: History Grades K-2, Grades 3-5, Grades 6-9
(All Core Knowledge Sequences are Correlated with CA Standards)

| | Kindergarten | First | Second |
|---|---|---|---|
| **History and Geography** | **World**<br>I. I. Spatial Sense<br>II. II. Overview of the Seven Continents<br>**American**<br>I. I. Geography<br>II. II. Native Americans<br>III. Early Exploration and Settlement (Columbus, Pilgrims, Independence Day)<br>IV. Presidents, Past and Present<br>V. Symbols and Figures | **World**<br>I. I. Geography<br>II. II. Early Civilizations (Mesopotamia, Ancient Egypt, History of World Religions)<br>**American**<br>I. Early People and Civilizations (Maya, Inca, Aztec)<br>II. Early Exploration and Settlement<br>III. American Revolution<br>IV. Early Exploration of the American West<br>V. Symbols and Figures | **World**<br>I. Geography<br>II. Early Civilizations: Asia (India, China)<br>III. Modern Civilization and Culture: Japan<br>IV. Ancient Greece<br>**American**<br>I. American Government: The Constitution<br>II. War of 1812<br>III. Westward Expansion<br>IV. Civil War<br>V. Immigration and Citizenship<br>VI. Civil Rights<br>VII. Geography of the Americas<br>VIII. Symbols and Figures |

| | Third | Fourth | Fifth |
|---|---|---|---|
| **History and Geography** | **World**<br>I. I. World Geography (Spatial Sense; Canada; Important Rivers)<br>II. II. Ancient Rome (Geography of Mediterranean Region; Roman Empire, "Decline and Fall")<br>**American**<br>I. I. The Earliest Americans<br>II. II. Early Exploration of North America<br>III. The Thirteen Colonies: Life and Times Before the Revolution | **World**<br>I. I. World Geography (Spatial Sense; Mountains)<br>II. II. Europe in the Middle Ages<br>III. Spread of Islam and "Holy Wars"<br>IV. Early and Medieval African Kingdoms<br>V. China: Dynasties and Conquerors<br>**American**<br>I. American Revolution<br>II. Making a Constitutional Government<br>III. Early Presidents and Politics<br>IV. Reformers<br>V. Symbols and Figures | **World**<br>I. World Geography (Spatial Sense; Lakes)<br>II. Meso-American Civilizations<br>III. European Exploration, Trade, and Clash of Cultures<br>IV. Renaissance and Reformation<br>V. England from the Golden Age to the Glorious Revolution<br>VI. Russia: Early Growth and Expansion<br>VII. Feudal Japan<br>**American**<br>I. Westward Expansion<br>II. Civil War<br>III. Native Americans: Cultures and Conflicts<br>IV. U.S. Geography |

| | Sixth | Seventh | Eight |
|---|---|---|---|
| **History and Geography** | **World**<br>I. I. World Geography (Spatial Sense; Deserts)<br>II. II. Lasting Ideas from Ancient Civilizations (Judaism, Christianity; Greece and Rome)<br>III. Enlightenment<br>IV. French Revolution<br>V. Romanticism<br>VI. Industrialism, Capitalism, and Socialism<br>VI. Latin American Independence Movements<br>**American**<br>I. I. Immigration, Industrialization, and Urbanization<br>II. II. Reform | **World**<br>I. America Becomes a World Power<br>II. World War I, "The Great War"<br>III. Russian Revolution<br>IV. America from the Twenties to the New Deal<br>V. World War II<br>VI. Geography of the United States | **World**<br>I. I. Decline of European Colonialism<br>II. II. Cold War<br>III. Civil Rights Movement<br>IV. Vietnam War and the Rose of Social Activism<br>V. Middle East and Oil Politics<br>VI. End of the Cold War: Expansion of Democracy and Continuing Challenges<br>VII. Civics: The Constitution – Principles and Structure of American Democracy<br>VIII. Geography of Canada and Mexico |

See Appendix K for complete Old Town Academy K-8 Curriculum (285 pgs) or visit this link to view online.
www.books.coreknowledge.org

**Optional after-school courses** (fee based but supported by a scholarship program so they will be open to all) will be offered in Mandarin, Spanish, *Math & Science Olympics!*, Musical Performance, Studio Art History, and other courses to enhance **Old Town Academy** students' classroom educational experience. As the School grows and interest is expressed, the following programs may be offered: drama, fieldtrips such as the Renaissance Fair, speech and debate, Mock Trial competition, ASB activities, intramural competitions, sports programs.

## (2) A Quality Assurance System

For our teachers to **do their best for every student**—to challenge students' strengths and identify and remediate weaknesses—they will need assessment tools that tells them where each child begins the year and gives feedback, throughout the year, on growth. For our teachers to identify and share **best practices** they will need an assessment system that breaks down results subject-by-subject, skill-by-skill, and class-by-class. Known in the business world as a quality assurance system: such tools give before-and-after pictures that allow companies to constantly improve performance, and differ from quality control systems which only sample quality periodically.

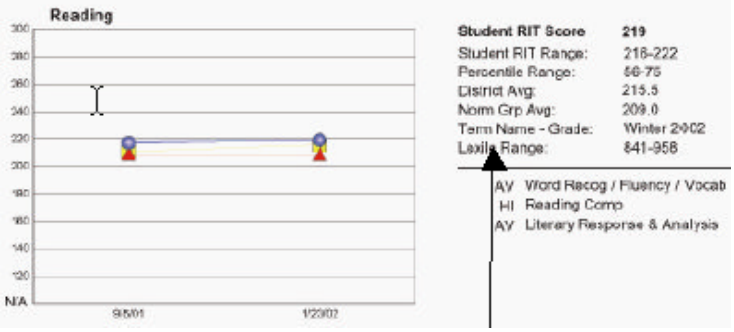
**Old Town Academy** will use the Measures of Academic Progress (MAP) test, designed by the non-profit Northwest Evaluation Association (NWEA), a group of educators frustrated with the once-a-year "snapshot" quality *control* tests like the SAT9.

We believe in the usefulness of outside quality control tests, like the SAT9 or the CAT6, that tell schools how they are doing (parents and the community have a right to know). But the MAP system is a tool that teachers and parents can use to *continuously improve* **Old Town Academy**, subject-by-subject and child-by-child.

## Features and Benefits of MAP

- **Computer administered in Old Town Academy's "Core Learning Computer Lab"** for low cost, easy grading and immediate results.
- **Can be given up to 4 times** a year per student before new question are exhausted.
- **Adaptive**: program searches for each student's true level.
- **Correlated to California Standards**.
- **Nationally normed** for comparisons.
- **Used by many school districts**, so more and more incoming students will have a MAP history
- **Criterion referenced** (benchmarked and leveled) **to show student's *growth* during each school year**
  If you send us a 5th grader with 3rd grade skills and by June we raise him up to 4th grade, that is a success. If by December we see no growth, that's an emergency. Once-a-year snapshot tests do not provide this information.

## Table 4. Sample Measures of Academic Progress Report (Reading)




**Lexile**: **Range** helps choose appropriate reading materials.

**RIT Score**: This is the student's overall score on the test. This piece of information is one of the most important on the entire report. This score is unrelated to the age or grade of the student, but reflects the level at which the student is currently performing. RIT stands for Rasch Unit, which is used to measure a child's achievement growth, similar to how inches are used to measure a child's height. **Norm Group Average**: The average score observed for students in the norm group (500,000 students)

**Goal Performance**: The columns to the right of the graph show the student's performance in the goal strands (subtests) tested in this subject. LO means that the student is performing at the 33rd percentile or lower. AV means that the student is performing between the 34th and 66th percentile. HI means at or above the 67th percentile.

- **Finally, MAP does more than evaluate**: it provides detailed, individualized remediation suggestions for every child: (e.g.: "work with 2 & 3 digits division with remainders")

** See Appendix C. 2a: *Why Idaho State switched to NWEA's MAP Test to Meet NCLB Goals*.

### (3) Core Learning Computer Lab: *Computers At the Service of the Core Curriculum*

Using computers to help assess student progress is crucial, but Old Town Academy also plans to use our Core Learning Lab as a **learning acceleration engine**. We will use our extensive experience putting computers to work to raise math and reading scores: helping students master core curriculum skills, facts, and concepts. When students approach speed & perfection ("automaticity") in foundation skills, solving word problems and gaining deep understanding of key concepts in, e.g., math and science, suddenly become much easier. Computer tutorials can bring all students up to grade level in at least the main Core Knowledge Strands, Vocabulary-reading, geography, and science: the rest is then up to teachers.

Finally, the Core Learning Lab will be used to teach children to use the computers as Mind Tools:

- **Online Learning Journals** will be used to help students and parents follow a **"Learn->Create->Share"** learning path: using hypertext communication skills to organize, document, and share their work.
- **Visual Learning/Mind-Mapping** programs will be used to improve students' writing and thinking skills.
- **Robotics & Simulations** will be used to teach programming (write program on the computer, download to your robot, test, edit, repeat) and to *actively* explore concepts in science and math.

To be effective, computer tutorials must be *integrated into the Core Curriculum and the class grading schemes of each subject.* Computer learning games may not be able to compete with Nintendo and the Internet and TV in the outside world, but with a properly designed incentive and feedback system, they can be very compelling to children— *within* the school environment.

## D. What It Means To Be An Educated Person In The 21st Century

The Department of Labor predicts that children now in school will have an average of more than six jobs after they leave school. To survive and thrive in the 21st Century, our students will need to have the curiosity, creativity, and confidence to be lifelong learners: able to adapt to constantly changing technology and job market. Our job as K-12 educators is to graduate students who have world-class skills and up-to-date knowledge, which they will get at Old Town Academy get through the California-Standards-Correlated Core Knowledge Curriculum (See Appendix K) and the Core Learning Lab described above. But 21st Century graduates will also need the active learner habits-of-mind that come from hands-on learning projects which produce students who are capable of setting their own goals, planning a complex project, and getting it done. Finally, to prepare our graduates for a lifetime of learning on-the-job we intend to have work-study internships to allow middle school students to experience life in the adult world of work. Our goal at **Old Town Academy** will be to give our students the best beginning possible and send them to high school prepared to succeed.

## E. Learning Best Occurs When

**The Joy of Learning**: Children learn best when they are given **Clear Learning Goals** (visual learning paths, models of excellence, credit checklists); **Timely Feedback on Progress** (coaching, oral exams, visual progress trackers), **Choice** (more than one road to excellence, optional and extra credit project that build on core curriculum), and **Meaningful Work** (progressive projects, knowledge building on knowledge, "velcro for the mind."). Give students these conditions and a spiraling, integrated K-8 curriculum and you will get classrooms where children concentrate, complete their work, and gain real competence and deep understanding. The real secret of effective teachers is that they know children would rather work than play--if the work is meaningful. When children are learning they are happy. When children are happy, teachers are happy. The joy of learning and the joy of teaching are one in the same.

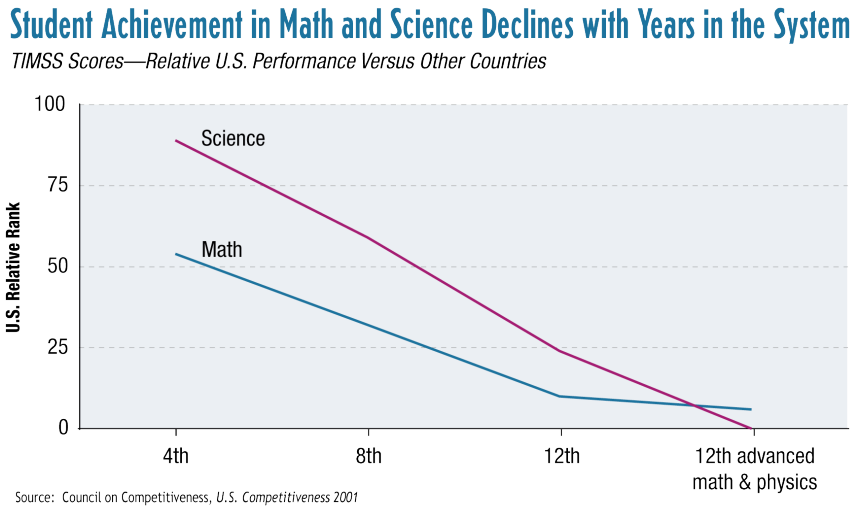
## 2. The measurable pupil outcomes identified for use by the school.

By its fourth year of operation, The **Old Town Academy** intends to maintain an API rating in the top third of all similar-schools in California. At a minimum, students of the School will meet the statewide performance standards required pursuant to Section 60602.5 of the CA Education Code.

A second, long-term, goal is to become a continuous improvement school, where both teachers and students academic yearly performance improves, every year.

Finally, we will work to avoid the "*Great Middle School Slide" (see Table 5)* —the decline in student attitudes toward school & learning; in scores on standardized basic skills & knowledge tests (e.g., the MAP and the CAT6); and in attendance & behavior—currently seen in many American schools. We believe that the stakes are very high. Low achieving middle school students are rarely brought back to grade level, and the consequences for them—in lost potential: economic, political—are often grim and likely to become even more so as the economies of the United States and its competitors become more and more reliant on highly trained "knowledge workers." Middle School success is the key, we believe, to success in high school, in college, in your career and in life.

### Table 5. Achievement Declines With Years in the System




In early elementary US children are doing fairly well against the world (4th in the world in science, above the median in math). In 4th grade the decline begins, **continues through middle school**, and hits rock bottom in high school & college (by 11th grade the US was 18th in the world in science and 19th in math).

## Academic Proficiency in English

The key to success for all **Old Town Academy** students will be reaching academic proficiency in English (reading, writing, speaking, listening at or near grade level). Our goal for all new students (both English Language Learners and Native Speakers) will be the achievement of academic proficiency within three years of their entry into the School. Two keys to achieving this goal will be the Core Learning Lab and Vocabulary-Powered Reading Acceleration program.

## K-8 Core Learning Skills

**Old Town Academy** has created a detailed matrix of learning skills we believe are crucial for success in High School and in the 21st Century economy. See **Appendix E** for the complete table.

Finally, in order to get the benefit of experienced teachers and administrators from outside our organization, **Old Town Academy** will seek WASC accreditation.

## 3. The method by which pupil progress in meeting those pupil outcomes is to be measured.

The **Old Town Academy** plans to measure the success of its educational program through multiple measures of assessment including:

**Assessment of Academic Progress:**

- STAR tests as required by Section 60602.5 of the CA Education Code: CSTs (California State Tests); CMAs (California Modified Tests), CAPA (California Alternative Performance Assessment), and STS (Standards-based Tests in Spanish) for grades 2-8 as appropriate.
- Criterion-referenced (Benchmark) tests designed according to CA and International Standards
- MAP (measures of academic progress) leveled tests developed by NWEA
- Performance-based assessments, including: portfolios, online-learning journals, projects-based learning, oral exams, and seminar evaluations.
- Core Knowledge Criterion Referenced Tests: The Core Knowledge Foundation has developed tests to measure the effectiveness of instruction in major strands.
- CELDT: CA Eng Language Development Test
- Physical Fitness Test: Fitnessgram testing for students in grades 5 and 7.

**Assessment of Health of Learning Environment:**

- Parent and student surveys;
- Attendance, dropout, referral, suspension, and expulsion rates.

## Tables 6a: Assessment Tools & Schedule

| Name of Assessment Tool | Month/Season Administered | Type & Purpose for Administering |
|---|---|---|
| *The California State Tests (STAR)* | Spring, Grades 2-8 | Required by law; provides a good yearly "snapshot" of students' relative performance. |
| *The MAP (Measures of Academic Progress) Test* www.nwea.org | As an intake exam for all students, then up to 4 times per year for Grades K-8. **Assessments & Follow-up Goal-Setting Meetings** *(Parent-Student-Teacher)* will be held in **September, November, February**. | Our own in-house quality assurance testing tool. It is criterion referenced (to CA standards), nationally normed, and designed to show real growth over the course of a year. OTCS will use this test to identify & remediate problems early and to identify & spread best practices. |
| CELDT | Intake, as student language survey | Required by law; provides a good |

| | | |
|---|---|---|
| | identifies candidates | starting benchmark to help us reach our goal of English language proficiency for all students by year 3 after entering. |

## Table 6b: Expected Performance Outcomes

| Performance Outcomes | Expectation in Charter Agreement | Old Town Academy's Internal Goal |
|---|---|---|
| API-academic performance index rating | ***Old Town Academy*** *intends to maintain an API rating in the top one third of all similar-schools in California by its fourth year.* | Top one third of **all** schools in California. |
| AYP (average yearly progress-growth) | ***Old Town Academy*** *intends to meet AYP targets...* | "**A" level teaching** by all teachers, in all grades and subjects: defined as ≥ 1 year average growth, as measured by M.A.P.. |
| English Language Proficiency (CELDT) | ***Old Town Academy*** *goal is to see all its students proficient in reading and academic English within 3 years of entering the school.* | Our experience with language labs, parent programs, immersion, and high expectations, is that ELD/ELL students can be **English reading-ready** in one (very intense) year. |
| Parent Surveys | ***Old Town Academy*** *will include results in annual report to all stakeholders.* | Use student & parent surveys to help evaluate our overall performance and teacher performance |

## 4. The school's governance structure, including parental involvement.

**Old Town Academy** will be operated as a tax-exempt California nonprofit public benefit corporation governed by a Governing Board ("the Board"). The School will be governed pursuant to the bylaws adopted by the Board. The Board will always include one non-voting representative from the certificated teaching staff, who shall be elected by the School teachers, but other by-laws may be subsequently amended pursuant to the amendment process specified in the bylaws. [See Appendix H for proposed bylaws.]

The Board's major roles and responsibilities will include working with the School's Director and Office/Business Manager to establish and approve all major educational and operational policies, approve all major contracts, approve the School's annual budget and oversee the School's fiscal affairs. The Board will also select and evaluate the School Director (and any other Program Directors if and when the School expands). The School will maintain in effect general liability and Board errors and omissions insurance coverage through the charter schools association. **Old Town Academy** will be non-sectarian in its programs, admissions policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate on the basis of race, ethnicity, national origin, gender, sexual preference, or disability, as listed in Ed Code 220.

Under the Board of Directors and reporting to it will be the School Director. The School Director will be selected by the Board and, thereafter, the School Director will serve at the pleasure of the Board. Initially, it is expected that Teaching Staff and the Office/Business Manager will report to and serve at the pleasure of the School Director. The Office/Business Manager will serve as the Human Resources director and will be responsible for submitting the Fair Political Practices Commission (FPPC) financial disclosure forms as required (FPPC Form 700).

The teachers, staff, and Board will use the development of a consensus in an atmosphere of collaboration and shared decision making as the preferred method for reaching agreement. In those rare instances where a need for formality requires an explicit vote, a simple Board majority will prevail unless otherwise provided for in this Charter.

## Corporate Structure

While **Old Town Academy** intends to collaborate extensively with the San Diego Unified School District, the School shall be operated by a separate legal entity, independent of the San Diego Unified School District. **Old Town Academy** will operate as a duly constituted California 501(c)(3) non-profit public benefit corporation, governed in accordance with applicable California Corporations Code Sections, and established to operate charter schools.

As provided for in the California Corporations Code, **Old Town Academy** will be governed by its corporate Board of Trustees ("Board"), whose members have a legal fiduciary responsibility for the well-being of the School. The Corporation will be managed by its Director, with duties and responsibilities as delegated by the Board. The **Old Town Academy** Board will have at least five members. Board members have been selected to represent the community-at large, the business community and educators. All future board members will be selected - with skills and experience to match their board responsibilities - by a majority vote of the then current board. **Old Town Academy** agrees to be bound by applicable law, will adopt a **conflict of interest code**, and will comply with applicable open meeting and public records act laws.

The governing board of SDUSD shall be entitled to a representative on the **Old Town Academy** non-profit corporation Board of Trustees.

The **Old Town Academy** Board will be responsible for:

- Hiring and evaluating the Director/chief executive officer of the School
- Approving and monitoring the implementation of general policies of the School. These will include effective human resource policies for career growth and compensation of the staff.
- Developing and monitoring an operational business plan that focuses on student achievement.
- Approving and monitoring the School's annual budget.
- Contracting an external auditor to produce an annual financial audit according to generally accepted accounting practices and certifying the audit prior to submission to the District.
- Contracting with an educational management organization, if deemed appropriate.
- Regularly measuring progress of both student and staff performance.
- Involving parents and the community in the support of the School's programs.

- Executing all other responsibilities provided for in the California Corporations Code, The Articles of Incorporation Bylaws, and this charter necessary to ensure the proper operation of the School.

## Parent and Community Involvement

**Old Town Academy** will engage parents, teachers and community leaders, meeting on a periodic basis, to advise the School on the operations of the **Old Town Academy** educational program, staff, teachers, students and fundraising, all with the purpose of increasing student achievement. The School will hold about four Parent Nights annually, in addition to about three annual Parent Workshops where parents and students use projects to learn together. The Academy will try to recruit at least one parent to serve on the Board and parents will be engaged by participation in parent advisory groups, oral and written communication, parent nights and day coffees, web-site, home visits, participation in School events, and fundraising and work project opportunities. Additionally, parents will be represented on Title I, ELAC committees within a School Site Council-like organization.

# 5. The qualifications to be met by individuals employed by the school.

## School Director Qualifications

The **Old Town Academy's** principal should have extensive K-8 classroom teaching experience, experience using assessment tools to measure and improve learning outcomes, curriculum design experience, and experience leading and training young teachers. In addition he or she should have at least a Masters in Education or a related field (e.g., child development, psychology, curriculum design).

## Teacher Qualifications

The **Old Town Academy** will retain or employ teaching staff that hold appropriate California teaching certificates, permits, or other documents issued by the Commission on Teacher Credentialing. These teachers will teach the core academic classes (Departments). These teachers will be responsible for overseeing the students' academic progress and for monitoring grading and matriculation decisions as specified in the School's operational policies. The School will maintain a current copy of teacher certificates on file and ready for inspection. Old Town Academy will comply with the “Highly Qualified” provisions of the No Child Left Behind Act (NCLB). The school Human Resources director (Office/Business Manager) will be responsible for reviewing the NCLB HQT checklist annually to ensure continued compliance with NCLB Highly Qualified Teacher requirements.

The success of **Old Town Academy's** Educational Program will depend upon the dedication of its teachers. The School and the Board will strive to create an environment of adult learning, growth, and debate, and fair compensation. The two benefits of this will be greater retention of effective classroom teachers, and a living model of continuous adult growth and learning for our students to emulate.

We intend to create a school environment that compensates good teachers for their hard work and dedication by providing a first-class *TEACHING* environment: teacher training

both on and off campus; on-going seminars on education and other topics; a personal work area with space for books and papers. In sum: the time to work on lesson plans, to read, to visit other schools; and to improve their own effectiveness in the classroom.

**Sample Professional Development Opportunities: Language Arts Instruction** (Achieving English Language Proficiency- for ELL and ELD Students):

- Formal and intensive training in reading too often stops at around the second grade. We believe the general decline in reading scores seen after this point reflects that loss of focus. **Old Town Academy** intends to train all teachers in "best practice" techniques used to boost literacy, e.g.:
  - Teaching Higher-Level Reading Skills: leading a Seminar discussion; teaching visual note-taking techniques (Slash/Recall and Mind Mapping).
  - One-On-One Assessment and Coaching: "improving performance, not just grading it";
  - Vocabulary-Powered Reading Acceleration Strategies Vocabulary is the missing link in reading education according to the NIH. Computer-aided learning and incentive systems will help **Old Town Academy** students make up for the 15,000 "lost words" that have dropped out of students' working vocabularies since 1950 [*see Table 1, Sect 3, pg. 4*].
  - Assessment Training: Research has shown that a quality assurance system (yearly or quarterly before and after, subject and skill specific, testing) is a crucial component of successful schools. **Old Town Academy** professional development will include instruction in the administration of the NWEA MAP (Measures of Academic Progress) Test and in the use of Test Data for *both teacher and pupil improvement.* This training will incorporate the CA Student Testing & Reporting system (STAR).

## Paraprofessionals and Support Staff

The **Old Town Academy** 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 (Programs). Instructional support staff will not assign grades or approve student work assignments without the approval of a teacher except in non-core courses and activities. All non-instructional staff will possess experience and expertise appropriate for their position within the School.

## Administrative and Facilities Support Staff

Old Town Academy may employ office administrative staff qualified for clerical duties such as word processing, maintaining financial spreadsheets, and running ADA (Average Daily Attendance) reporting systems. The School may also contract with third parties for cleaning and maintenance services.

## 6. Procedures to ensure health and safety of pupils and staff.

**Old Town Academy** has adopted and will implement a comprehensive set of health, safety, and risk management policies. These policies were developed in consultation with the School's insurance carriers and according to District regulations and state Ed Code.

Old Town Academy Health & Safety Procedures:

- The School's HR Director will require that all enrolling students and staff provide records documenting immunizations to the extent required for enrollment in public schools.
- The School's HR director will confirm and update TB testing and records for all staff members (and volunteers or contractors with significant contact with the children) upon hiring or commencement of their work and every four years.
- The School will provide health screening of pupils' vision and hearing and the screening of pupils for scoliosis to the same extent as would be required if the pupils attended a traditional Public School
- All instructional and administrative staff will receive training in emergency response, including appropriate "first responder" training or its equivalent
- The School handbook will include procedures for to the administration of prescription drugs and other medicines to students.
- The School will be housed in facilities that have which comply with the California Building Standards Code, as adopted and enforced by the local building enforcement agency, except as otherwise permitted under Education Code section 47610.5.
- Upon securing a permanent site the School will adopt a site- and community-specific evacuation plan for response to natural disasters and emergencies, including fires and earthquakes and school emergency lockdown procedures. (This plan will be based on Appendix J Draft School Safety Plan)

Risk Management Procedures:

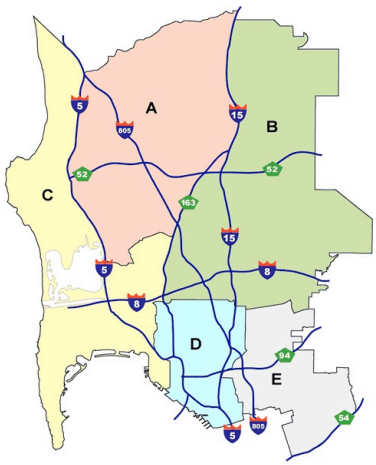
- The School will function as a drug, alcohol, and tobacco free workplace.
- Staff will receive training relating to preventing contact with blood-borne pathogens
- Each employee of the School and all volunteers and contractors with significant or unsupervised student contact submit to a criminal background check (including fingerprinting) and furnish a criminal record summary as required by Education Code Section 44237. Persons not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Director of Human Resources is responsible for ensuring that all employee files contain a California Teaching Credential and/or a criminal record summary.
- Staff will receive training in avoiding and reporting sexual harassment among both adults and students.

- Staff will receive training in identifying and reporting suspicions of child abuse to Child Protective Services.

These policies will be incorporated as appropriate into the School's student and staff handbooks and will be reviewed on an ongoing basis in the School's staff development efforts and Board policies. The **Old Town Academy's** Health and Safety Policies and Procedures are based on those developed by other, long-established charter schools.

## 7. The means by which the school will achieve racial and ethnic balance among its pupils, reflective of the general population residing in the district.

As mentioned above, the School's proposed location at the intersection of Highways 5 & 8 will allow us to attract students from all of Greater San Diego, but especially from the Central, Mid-City, Southeastern, and Western neighborhoods. **Old Town Academy** will implement a student recruitment strategy that includes, but is not necessarily limited to, the following elements or strategies to attempt to ensure a racial and ethnic balance among students that is reflective of the District:




- The development of promotional and informational material that appeals to all of the various racial and ethnic groups represented within the boundaries of the **San Diego Unified School District**: especially Regions C & D (The new charter School will be right on the border of San Diego Unified District's **Region D**--total non-white population 67%: Asian: 5.7%; Hispanic: 48%; African Amer: 10.8%, etc.) and **Region C** (total non-white population 25%: Hispanic: 13%, Asian 6%; African Amer: 3%, etc.)
- The appropriate development of promotional and informational materials in languages other than English (e.g., Spanish), to appeal to ESL and ELL families.
- The distribution of promotional and informational materials to a broad variety of community groups and agencies that serve the various racial, ethnic, and interest groups represented within the boundaries of the **San Diego Unified School District,** regions C & D.
- Outreach meetings, in English, Spanish, and other languages as necessary, in several areas of these regions to reach prospective students and parents.
- Old Town Academy will allocate $500 annually for outreach advertising and literature and dedicate at least 20 person-hours a year for outreach activities in the community and will maintain auditable records of these efforts.

Spanish Language Online and Print Outlets in which the Old Town Academy Intends to Advertise the School and the Lottery/Admission Procedures (see Element 8)

- La Prensa San Diego Community Notes
- El Latino Newspaper and Web Site
- Telemundo/Univision Web Site

Community Events the School Intends to Attend to Publicize the New Charter & Lottery/Admission Procedures (see Element 8):

- Perfect Kick! Soccer Tournaments and Clinics
- Fiesta del Sol
- Chicano Park day

The School will hold an open enrollment period each spring that will culminate in a public random drawing. Notices and enrollment forms will be printed in English and Spanish (and other languages, e.g., Korean and Vietnamese, as needed) and posted in local community centers, newspapers, and websites.

## 8. Admission requirements, if applicable.

**Old Town Academy** will actively recruit a diverse student population from within the boundaries of the **San Diego Unified School District** and surrounding areas who understand and value the School's mission and are committed to the School's instructional and operational philosophy as stipulated in the **Old Town Academy's** Student/Parent Handbook and Admissions Policy. As stipulated by law, admission to the School shall be open to any resident of the and adjacent California school districts, though preference will be given to in-District residents. Prospective students and their parents or guardians will be briefed regarding the School's instructional and operational philosophy and will be given a copy or summary of the School's student-related policies.

Old Town Academy endeavors to accommodate all students who apply for admission. For applicants to qualify for admission:

- The student and a parent or guardian are encouraged to attend one complete Old Town Academy **orientation session**. These sessions will be held at convenient times and locations throughout the community and will be offered in English and Spanish (and other languages as needed). Orientations will explain what the School expects of the student and his or her family as well as what the student and family should expect of the School.
- A parent or guardian must complete and return a simple, non-discriminatory application form (the School will not ask for student IEP information) by a published deadline ending the open enrollment period.
- The student and a parent or guardian must sign a statement that they are familiar with and agree to abide by all policies and procedures set forth in the School's student handbook.
- A student seeking admission to any grade within Old Town K-8 Academy must be successfully promoted from their prior grade.

Should first year enrollment exceed capacity, the Old Town Academy K-8 Charter school lottery system will go into effect. OTA Charter School's lottery system preferences meet all state requirements and federal guidelines and have been vetted by the San Diego Unified School District legal department before OTA's charter petition was approved unanimously

in November of 2010. The Lottery procedures are described as follows in Element 8 of the Charter Petition:

If the total number of students who apply and qualify exceed Old Town Academy's capacity (as determined by facilities and teacher/student ratios), Old Town Academy will employ a single lottery for all students, with certain preferences and exemptions (set forth below) in accordance and compliance with both applicable California State Law and Federal Guidance. As a result of the application of both California State Law and guidance and Federal Guidance, the following rules govern the lottery:

1. Returning or existing students.

    Consistent with California State Law and Federal Guidance, these students are exempt from the Old Town Academy lottery.

2. Siblings of returning or existing students.

    Consistent with California State Law and Federal Guidance, these students are exempt from the Old Town Academy lottery. The Old Town Academy's chartering authority, San Diego Unified School District, has approved this exemption in connection with approval of the Old Town Academy charter.

3. Children of certificated teachers and children of Founders.

    Consistent with California State Law and Federal Guidance, these students are exempt from the Old Town Academy lottery.

    The Old Town Academy's chartering authority, San Diego Unified School District, has approved this exemption in connection with approval of our charter.

    All students in this category shall not exceed 10% of the total student body at Old Town Academy.

4. Students who reside in the district in which the charter school is located.

    As set forth in the requirements of our chartering authority, Students who fall in this category will receive a 2 to 1 weighted preference, the highest category weighting for inclusion in the lottery.

5. All other students permitted by law, including in compliance with California Department of Education Guidance.

    Students who fall in this category will receive no weighted preference in the lottery.

Applicants will be admitted in the order their names are drawn from a lottery hat. After capacity has been reached, names shall be placed on a waiting list, again in the order they are drawn from the hat.

An adult citizen of good standing, not otherwise employed by the School, will testify in writing, under penalty of perjury, that he or she personally witnessed each lottery pursuant to the above, and that each was random, public and conducted as advertised.

If a lottery is held it will be in accord with the guidelines set forth in the San Diego Unified School District Charter School Policy and Guidelines.

As space becomes available during a school year, the School will mail a letter to the applicant with the highest rank on the applicable waiting list, return receipt required. The letter will give the applicant five full business days from receipt of the letter to notify the School Director or clerk, verbally or in writing, of the applicant's intentions. The School will also attempt at least twice to contact by phone those applicants with phones. In the absence of an affirmative or timely response, the School will eliminate the applicant from the pool and proceed to the next eligible applicant. All waiting lists extinguish annually at the end of the School's formal academic year, or as otherwise determined by the Governing Board.

The School will maintain auditable records of the above activities.

Old Town Academy shall be non-sectarian in its programs, admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any pupil on the basis of ethnicity, national origin, gender or disability (as per Ed Code 220). Any information gathered regarding Special Education Status is used for program placement purposes and has no bearing on admissions practices. The School certifies that, to the best of its knowledge, all its admissions procedures, policies and criteria comply with non-discrimination statutes and applicable law. The School shall defend, indemnify and hold harmless the District from any and all challenges alleging that the School’s admission procedures do not comport with applicable laws.

## 9. Financial Audit

The School Director and Office/Business Manager will select, from the CA state approved list, an independent auditor to complete an annual audit of the School's financial affairs. The audit will verify the accuracy of the School's financial statements, attendance and enrollment accounting practices, and review the School's internal controls. The audit will be conducted in accordance with generally accepted accounting principles applicable to the School. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars. The School's audit committee will review any audit exceptions or deficiencies and report to the Board with recommendations on how to resolve them. The Board will submit an accountability report to the District regarding how the exceptions and deficiencies have been or will be resolved by June 30$^{th}$ or other time as may be mutually agreed upon. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process.

**Financial Reporting Timetable:**

- The final audit report shall be submitted to the District, the County Superintendent of Schools, the State Controller, and the State Department of Education on or before December 15th.
- The School will file an annual statement of receipts and expenditures for the preceding fiscal year (Education code section 42100) with the District on or before September 15
- The School will file with the District a preliminary budget on or before July 1, an interim financial report on or before December 15, a second interim financial report on or before March 15, and a final unedited report for the full prior year on or before September 15 (Education Code section 47604.33).

## 10. The procedures by which pupils may be suspended or expelled.

The complete **Old Town Academy** Pupil Suspension and Expulsion Policy is attached as Appendix "B". Old Town Academy sees suspension and expulsion of students as a last resort for exceptionally disruptive or dangerous behavior. Excerpted here is a list of offenses that are grounds for suspension or expulsion.

**From Appendix B. Section C. Enumerated Offenses**

Students will be suspended or expelled for any of the following acts when it is determined the pupil:

**1.** Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except in self-defense.
**2.** Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated School employee, with the Director/Administrator or designee's concurrence.
**3.** Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
**4.** Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 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.
**5.** Committed or attempted to commit robbery or extortion.
**6.** Caused or attempted to cause damage to School property or private property.
**7.** Stole or attempted to steal School property or private property.
**8.** Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel.
**9.** Committed an obscene act or engaged in habitual profanity or vulgarity.

10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5
11. Disrupted School activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other School officials, or other School personnel engaged in the performance of their duties, including enforcement of the dress code and uniform regulations.
12. Knowingly received stolen School property or private property.
13. 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.
14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.
15. 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.
16. Made terrorist threats against School officials and/or School property.
17. Committed sexual harassment.
18. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
19. 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.

The above list is not exhaustive and depending upon the offense, a pupil can be suspended or expelled for misconduct not specified above.

Alternatives to suspension or expulsion will first be attempted with students who are truant, tardy, or otherwise absent from assigned School activities.

## 11. Provisions for employee coverage under the State Teachers' Retirement System, PERS, or federal social security.

All employees who enter **Old Town Academy** as members of the State Teachers' Retirement System (STRS) will continue their participation. The School will contribute at the rate established by STRS. All employees who are not eligible for membership in STRS must make appropriate contributions to the Social Security System or participate in PERS if eligible. The School will also make normal contributions for workers' compensation insurance, unemployment insurance, and all other payroll obligations of an employer.

## 12. The public school alternatives for pupils residing within the district who choose not to attend charter schools.

Students are not required to attend Old Town Academy. All students in the District attendance area who do not wish to attend **Old Town Academy** may attend their public

school of residence. Old Town Academy will provide parents with literature showing other District public schools they may attend.

## 13. 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.

Teachers hired by **Old Town Academy** directly from District employment will have no right of return to the District, nor maintain any pre-existing contract provisions negotiated by their former collective bargaining unit, the SDEA (San Diego Education Association), by reason of this charter petition.

## 14. Dispute Resolution Process, Oversight, Reporting, and Renewal

### 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 **San Diego Unified School District**, (3) ensure a fair and timely resolution of disputes, and (4) frame a charter oversight and renewal process and timeline so as to avoid disputes regarding oversight and renewal matters.

### Public Comments

The staff and Board members of the School and the **District** agree to attempt to resolve all disputes regarding this charter pursuant to the terms of this section.

### Disputes Arising from within the School

Disputes arising from within the School, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and Board members, shall be resolved pursuant to policies and processes developed by the School.

The **District** agrees not to intervene or become involved in the dispute unless the dispute has given the District reasonable cause to believe that a violation of this charter or related laws or agreements has occurred which may relate to one of the reasons for which a charter may be revoked under Education Code Section 47607, or unless the governing Board has requested the District to intervene in the dispute.

### Disputes between the School and the San Diego Unified School District

In the event that the School or the District have disputes regarding the terms of this charter or any other issue regarding the School and District's relationship, both parties agree to follow the process outlined below.

In the event of a dispute between the School and the **San Diego Unified School District**, the School staff and SDUSD designated staff members agree to first frame the issue in written format and refer the issue to the superintendent of the District and director of the

School. In the event that the District believes that the dispute relates to an issue that could lead to revocation of the charter, this shall be specifically noted in the written dispute statement.

The director and superintendent or a SDUSD designated staff member shall informally meet and confer in a timely fashion to attempt to resolve the dispute. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two governing board members from their respective boards who shall jointly meet with the superintendent of the District or a SDUSD designated staff member and School Director and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the superintendent or a SDUSD designated staff member and director shall meet to jointly identify a neutral, third party mediator. The format of the mediation session shall be developed jointly by the superintendent or a SDUSD designated staff member and the School Director, and shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. The findings or recommendations of the arbitrator shall be non binding, unless the governing boards of the School and District jointly agree to bind themselves.

### Oversight, Reporting, Revocation, and Renewal

The District may inspect or observe any part of the School at any time, provided that District staff comply with campus risk management policies regarding visitors on School premises. If the governing Board of the District believes it has cause to revoke this charter pursuant to Education Code Section 47607, the District Board of Directors agrees to notify the Board in writing, noting the specific reasons for which the charter may be revoked, and grant the School reasonable time to respond to the notice and take appropriate corrective action. The State Board of Education may draft regulations setting due process requirements for revocations.

The District agrees to receive and review the annual fiscal and programmatic audit and annual performance report as specified in Element 10. Within sixty days of the receipt of this annual review, the District must notify the Board as to whether it considers the School to be making satisfactory progress relative to the goals specified in this charter. This annual notification will include the specific reasons for the District's conclusions.

This Charter Petition will become effective when this Petition is approved by the Board and remain in effect for the period extending five years from that date.[so long as the School is meeting AB 1137 requirements.

## 15. A declaration whether or not the charter school will be the exclusive public school employer of the charter school employees.

The **Old Town Academy** shall be deemed the exclusive public school employer of the employees of the School for the purposes of the Education Employment Relations Act (EERA). Old Town Academy employees have the right to unionize as per EERA.

## 16. School Closure Procedures

If **Old Town Academy** should ever be revoked or non-renewed its nonprofit corporation shall dissolve. Upon the dissolution of the nonprofit corporation, a final audit shall be

conducted within six months of closure to determine the nonprofit corporation's assets and liabilities. The assets of the corporation shall be first prioritized towards paying any debts of the School including any overpayment or over apportionment of state funding, and any and all fees or sums due the District. All remaining assets purchased with public and or private funds shall be transferred to **the District or to the public entity that provided the funds**.

The closure plan approved by the Board of the School shall comply with Ed. Code Section 47604.32, 47605, 47605.6, and 47607 and with Title 5 Section 11962 The plan shall provide for notice to students, parents/guardians and the District. Upon dissolution of the nonprofit corporation, pupils' records shall either be returned to the District or transferred to the school to which the pupils transfer. In the event the corporation continues to operate any charter school outside of the District, the Board of the School shall adopt a closure plan treating the operations of the School as a discontinued "division," and shall treat that division as if it were a corporate dissolution for the purpose of distribution of assets, student records and giving notice.

## AMENDMENTS, SEVERABILITY AND OVERSIGHT

### Amendments

Material revisions and amendments to the charter shall be made by identified "privileged organizers" during the approval process and after that by mutual agreement of the Board pursuant to the standards, criteria, and timelines in Education Code Section 47605.

### Severability

The terms of this charter contract are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the and the Board or unless the charter is revoked pursuant to Education Code Section 47607. The District and the School agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely, good faith fashion.

### Further Affirmations:

### 1. Civil Liability

- The **Old Town Academy**, as a nonprofit public benefit corporation using the direct-funded State model, is legally independent of **San Diego Unified School District**, thus limiting the District's potential liability for issues involving the Charter School.
- The School shall hold harmless, defend and indemnify the District, the Board of Education, its officers and employees, from every liability, claim or demand which may be made by reason of: (a) any injury to person or property sustained by the School, its officers, employees or authorized volunteers; and (b) any injury to person or property sustained by any person, firm or corporation caused by any act, neglect, default, or omission of the School, its officers, employees or agents. In cases of such liabilities, claims or demands, the School at its own expense and risk shall defend all legal proceedings which may be brought against it and/or the District, the Board of Education, its officers and employees, and satisfy any resulting judgments up to the required amounts that may be rendered against any of them.
- The School will maintain General Liability and Auto Liability in the amount of at least $5,000,000 per occurrence, $10,000,000 aggregate, naming the District as an additional insured, and Worker's Compensation insurance within statutory limits. As an alternative, the School may purchase and maintain insurance with limits and coverage as deemed mutually acceptable to the District's risk manager and the School.

### 2. Non-Sectarian Nature of Program

- The **Old Town Academy** shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any pupil on the basis of the

characteristics, whether actual or perceived, as listed in **Education Code section 220**, including, but not necessarily limited to the following: disability, gender, nationality, race, ethnicity, religion, sexual orientation, association with a person or group with one or more of the above actual or perceived characteristics. *[Ref. California Education Code **§47605(d)**(1)]*

## 3. Future Refinements to the Educational Program

- Since **Old Town Academy** intends to continuously examine its programs and adjust them to evolving circumstances, the School foresees the inevitable need for refinements to its programs after approval of this Charter. The **Old Town Academy** will make these improvements in the best interest of its students and the larger community, in collaboration with the affected parties, and in accordance with provisions of this Charter.
- Should the **Old Town Academy** encounter a needed change that involves a fundamental alteration in its Charter, it will only make the change with the formal concurrence of those parties affected by the change and will describe any such changes to the District Board.

## 4. Proposition 39 and school facilities.

- The organizers of **Old Town Academy** do not foresee, at the time of this draft petition, a need to request facilities from the District during the life (five years) of this charter.
- Currently, plans are that the new **Old Town Academy** will occupy a 15,000 sq ft facility near Old Town, San Diego. This facility was designed for educational uses and has already been approved by the California Charter Schools Association Joint Powers Authority as meeting all provisions of the construction, fire, and life safety standards of California Code. [See Appendix G, pages 57-58. for building layout]
- The organizers have retained Steve Gustafson, an architect with experience in school building renovations, to confirm the proposed site's zoning, CUP, and the E-1 occupancy designation. He will advise the Governing Board on tenant improvements and any changes needed to meet city building codes but we are confident the site can be ready for a September opening with minimal improvements and within budget.

## 5. Program Start-up Date

- This Charter will become effective when this Petition is approved by the Board. Classes for the first year of operation will begin in September of 2011. Annual school calendar will be a year round, typically 180 days or more in length.

# Appendix A.

# Financial Statements:

## Business Plans and Mode of Operation

**Old Town Academy** has a realistic budget that operates the School on public revenues and uses conservative estimates of attendance and state revenues. To cover the usual startup/growth cash flow problems we will need either a bridge startup loan or grant. We are ***applying for a Walton Foundation startup grant and raising private funds*** as we submit this charter petition.

The school intends to observe the following practices:

1. Produce an annual business plan approved by its Board of Directors.

2. Remain "revenue neutral": the School will balance its expenses to the revenues it generates so as not to burden the **San Diego Unified School District** any more than would another school of its type.

3. Build and maintain adequate, but not excessive, reserves by carrying over either unexpended appropriated funds from prior years or a net excess of revenues over expenses from prior years.

4. Undertake only those expenses that, by Board policy, serve the best interests of its students; make no expenditures that school parents would universally deem as excessive or misdirected.

5. Obtain from the District all general fund and categorical block grant allocations due it based upon mutually agreeable formulas. These fund allocations will include, among others, appropriate amounts for general operations, and a Master Plan for Instructional Materials. The new Charter School will have complete discretion to allocate all funds and revenues as it deems appropriate.

6. The **Old Town Academy** will apply for and participate in externally funded projects. The School will have access to such funds under whatever restrictions those funds carry. The District will vigorously support and help the School in applying for externally funded projects. The **Old Town Academy** will serve as its own fiscal agent for all public and private grants and gifts awarded to it or one of its locations.

7. The Director may obligate the School to incur only those expenses contained in the Board-approved annual budget. Any expenditure not contained in the budget must be approved by the Board.

8. The **Old Town Academy** will grow prudently. It will develop its final first year business plan in agreement with the **San Diego Unified School District** financial officers.

9. The **Old Town Academy** will handle all its own financial responsibilities, including: personnel, payroll, and purchasing.

10. Given that we are not asking for a campus, that we desire to retain an excellent staff, and have ambitious goals for our students, **Old Town Academy will not rely on public revenues alone**. Instead the Charter will follow the model established by Explorer Charter School. They established a parent-run booster club that raised $150,000 per year, and an additional $60,000 plus through auctions and other fundraising events. These funds will cover the yearly rent and help set up endowments and building funds, freeing ADA to pay salaries & buy materials. Among our organizers we have a number of experienced fundraisers.

## 1. Proposed Operational budget.

The Operational Budget is attached to the petition as Exhibit 1, and a separate Excel Spreadsheet was sent in electronic form upon submission of the petition.

# Appendix B.

## Old Town Academy Suspension and Expulsion Policy

The **Old Town Academy** Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all students. When the Policy is violated, however it will be necessary to suspend or expel a student from regular classroom instruction.

Staff shall enforce disciplinary rules and procedures fairly and consistently amongst all students. This Policy and its Administrative Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, use of alternative educational environments, suspension, and expulsion.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. For purposes of the policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Director shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures (link to compact/student contract). The notice shall state that this Policy and Administrative 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.

A student with previously identified exceptional needs or a disability may be suspended for not more than ten (10) consecutive school days. A special education student may be suspended again in the same school year, with each suspension period limited to ten (10) consecutive days or less, as long as the suspension does not constitute a change of placement. A change of placement occurs if (a) the removal is for more than 10 consecutive school days, or (b) the student has been subjected to a series of removals that constitute a pattern. A pattern occurs if (a) the series of removals total more than 10 school days in a school year; (b) the student's behavior is substantially similar to the behavior in the incidents that resulted in the series of suspensions, taken cumulatively, is determined to be a manifestation of the student's disability; and (c) because of additional factors such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another. The School will follow all IEAD requirements, including adequate timelines and other protections for students with special needs.

An individualized educational plan (IEP) team will be convened when a special education student's cumulative days of suspension in a school year approaches ten (10) school days to determine the relationship of the behavior to the disability. The team must consider (a) whether the conduct in question was caused by, or had a direct and substantial relationship to, the student 's disability; or (b) if the conduct in question was the direct result of the School's failure to implement the IEP. If the team determines the behavior was not related to the disability, discipline is applied as with any other student. If the team determines the behavior was caused by the disability or was the direct result of the School's failure to implement the IEP, a Functional Behavioral Assessment must be conducted and a Behavioral Intervention Plan must be developed.

If a special education student is suspended more than once in a school year, the total number of days that the student is suspended can be more than ten (10) days. However, if the total number of days of suspension in a school year is more than ten (10) days, services must be provided to enable the child to continue to participate in the general curriculum, although in another setting, and to progress toward meeting the goals in the IEP. School personnel must consult with at least one of the student's teachers to determine the extent to which services are needed during the time of removal and ensure that the services are provided. The County Office of Education will be notified of any expulsion of special needs students within 30 days. The District will be notified within 30 days if any student discontinues or is expelled from the School.

**A. Definitions (as used in this policy)**

**1.** "Board" means Board of Directors of the **Old Town Academy**.
**2.** "Expulsion" means disenrollment from the **Old Town Academy**.
**3.** "Suspension" means removal of a pupil from ongoing instruction for adjustment purposes. However, "suspension" does not mean the following:
  **a.** Reassignment to another education program or class at the Charter School where the pupil will receive continuing instruction for the length of day prescribed by the Charter School Board for pupils of the same grade level.
  **b.** Referral to a certificated employee designated by the Director to advise pupils.
  **c.** Removal from the class but without reassignment to another class for the remainder of the class period without sending the pupil to the Director or designee.
4. "Pupil" includes a pupil's parent or guardian or legal counsel or other representative.
**5.** "School" means the **Old Town Academy**.

## B. Grounds for Suspension and Expulsion of Students

A student will be suspended or expelled for prohibited misconduct if the act is related to a School activity or School attendance occurring at the School or at any other school or a School sponsored event 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; e) during home day, mentoring activities, community service, or internship programs.

## C. Enumerated Offenses

Students will be suspended or expelled for any of the following acts when it is determined the pupil:

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

**2.** Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated School employee, with the Director/Administrator or designee's concurrence.

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

**4.** Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 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.

**5.** Committed or attempted to commit robbery or extortion.

**6.** Caused or attempted to cause damage to School property or private property.

**7.** Stole or attempted to steal School property or private property.

**8.** Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel.

**9.** Committed an obscene act or engaged in habitual profanity or vulgarity.

**10.** Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5

**11.** Disrupted School activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other School officials, or other School personnel engaged in the performance of their duties, including enforcement of the dress code and uniform regulations.

**12.** Knowingly received stolen School property or private property.

**13.** 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.

**14.** Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.

**15.** 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.

**16.** Made terrorist threats against School officials and/or School property.

**17.** Committed sexual harassment.

**18.** Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.

19. 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.

The above list is not exhaustive and depending upon the offense, a pupil may be suspended or expelled for misconduct not specified above.

Alternatives to suspension or expulsion will first be attempted with students who are truant, tardy, or otherwise absent from assigned School activities.

## D. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

### 1) Informal Conference

Suspension shall be preceded, if possible, by an informal conference conducted by the Director or the Director's designee with the student and his or her parent and, whenever practicable, 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 school days, unless the pupil waives this right or is physically unable to attend for any reason, including, but not limited to incarceration or hospitalization.

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

**2) Notice to Parents/Guardians**

At the time of the suspension, a School employee 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. 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 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, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Director 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.

## E. Authority to Expel

A student may be expelled either by the Board following a hearing before it or by the Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Panel should consist of at least three members. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

## F. Expulsion Procedures

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

The expulsion hearing will be presided over by the Board President or the chair of the Administrative Panel. In the event a Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session unless the pupil makes a written request for a public hearing three (3) days prior to the hearing.

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

1) The date and place of the expulsion hearing;
2) A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3) A copy of the 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 School to any other school district or school to which the student seeks enrollment;
5) The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or an advocate;
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.

## 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, and sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

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 a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing.

## I. Written Notice to Expel

The Director or designee following a decision of the Board to expel shall send written notice of the decision to expel, including the Board's findings of fact, to the student or parent/guardian. This notice shall include the following:

**1)** Notice of the specific offense committed by the student.

**2)** Notice of the right to appeal the expulsion to the District Board of Education. If either Board will not hear such appeals, the Charter School will establish a new panel of retired or current school administrators or teachers who are not related to the Charter School to hear expulsion appeals but who will follow the expulsion appeal procedures outlined in Education Code Sections 48921-48924.

**3)** 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 School.

The Director or designee shall send written notice of the decision to expel to the Student's District of residence and the County Office of Education.

This notice shall include the following:

**a)** The student's name
**b)** The specific expellable offense committed by the student.

## J. Disciplinary Records

The School shall maintain records of all student suspensions and expulsions at the School. Such records shall be made available for the Chartering Agency's review upon request.

## K. Expelled Pupils/Alternative Education

Pupils who are expelled shall be responsible for seeking alternative education programs including but not limited to programs within the County or their school district of residence.

## L. Rehabilitation Plans

Students who are expelled from the School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the School for readmission.

## M. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Director and the pupil and guardian or representative, to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the School environment. The Director shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the School's capacity at the time the student is ready, under the terms of his or her suspension, for readmittance.

# Appendix C.

# The MAP Test: A Quality Assurance System

**A.** Idaho Chooses the Measures of Academic Progress Test: Here's Why
**B.** Meeting NCLB (No Child Left Behind) Goals Using MAP
**C.** How the MAP Testing System Works
**D.** Implementing MAP Successfully

## A. Idaho Chooses the Measures of Academic Progress Test: Here's Why

### Getting On Board With Online Testing

By Kay Woodfield, Rigby School District, Idaho

Like most technology being adopted in education, computerized testing has the potential to improve individual student learning. That was Idaho's goal when it selected a new Internet-enabled state test in spring 2002. The move represented years of study and a desire to meet the requirements of the No Child Left Behind (NCLB) Act of 2001. It also positions Idaho as the first state in the nation to embrace a technology-based testing system that measures academic growth. My district, Rigby, was one of a handful of districts that were early adopters of the computerized system.

## Comparing Tests

Like virtually every state, Idaho relied on traditional paper-and-pencil standardized testing tools — the Iowa Tests of Basic Skills (ITBS) and the Test of Achievement and Proficiency (TAP) — as primary indicators of school performance. However, these types of tests do not adequately show academic growth; that is, whether a child is being effectively taught what he or she needs to grow and what instructional methods can be used best to achieve that growth. So, we had to find a new tool to address these things, especially considering that growth will likely be the most important measure in meeting the goals of the new education law. Also, since school districts in Idaho began taking advantage of technology long ago, we wanted to investigate whether we could use that technology for our testing.

To study the needs and identify potential solutions, the Idaho Department of Education formed an Assessment and Account-ability Commission of five educators and five representatives of the state's business community. The commission's charter was to review and offer recommendations for statewide testing procedures that provided data to assess what's being taught, as well as assure individual student learning and growth.

The commission repeatedly found teachers unhappy with traditional state-mandated tests, because these tests didn't truly measure, report or track student growth; i.e., they didn't provide much insight into how teachers could modify the curriculum to improve learning. In addition, parents wanted to see more information about the scholastic progress of their

children. The business community registered a warning about the impact of a less than well-educated workforce on the state's future economy. And administrators recognized the need to measure their districts' testing, achievement and accountability processes against the intention of the NCLB Act.

Committed to total objectivity in its review, the commission gathered data from other states, reviewed best and worst practices, and held public meetings throughout the state. Dissatisfaction with traditional high-stakes testing ran high. According to Linda Clark, Ph.D., director of instruction for Joint School District No. 2 in Meridian, Idaho, "Comparing an individual's progress with others', as occurs with standardized tests, does not truly measure real growth."

Untimely data was also a problem. Jerry Hutchins, Ph.D., director of technology, testing and database management in the Blaine County School District, says: "There was a lot of frustration with state-mandated tests occurring early in the school year, usually mid-October, with results not available until January. Not only did the test data fail to indicate what the students had learned during the year, but by the time a teacher received the results roughly half the year had passed, leaving minimal time to adjust instruction."

## Computerized Testing

The commission's initial consensus — that testing should function to measure individual student growth and provide timely results — led the members to recommend a technology solution. We had always hoped that somewhere down the line we would be able to use computerized testing in our district, because when you have the hardware capability it creates tremendous benefits for testing programs. Through its research, the commission found that the system Rigby, Blaine, Meridian and other districts had already been using met all the identified needs. The system, Measures of Academic Progress (MAP), was developed by the Northwest Evaluation Association (NWEA), a nonprofit assessment organization based in Portland, Ore., with a 25-year history successfully working with school districts nationwide.

Technology solutions that provide student assessment range from online coursework to stand-alone and network solutions. These solutions are used to test individuals and entire classes. Students can also take tests online via Internet-delivered systems, or through network-connected computers utilizing Internet-enabled tests, which provide all data and scoring through the link to the testing organization. Internet-delivered tests require continuous access from each student's computer to the testing organization through the testing period. This makes quality Internet connections essential in order to maintain proper test speeds and graphical displays. It also requires that the students' computers be updated regularly with the latest browser software.

Internet-enabled tests like MAP take away this requirement. With this alternative, the only computer that makes the connection to the testing organization to download and upload tests and results is the network administrator's computer. Internet-enabled testing not only eliminates the shortcomings of standardized models, but also provides an effective way to

gauge student progress, measure growth and monitor improvement consistently. For us, this option was a better choice than Internet-delivered testing, because it didn't require updating every student's computer.

## A New Kind of Test

Measures of Academic Progress are electronically administered and scored achievement tests designed to measure growth for individual students, classrooms, schools and districts. Blaine uses the system in all seven of its schools, including three elementary schools, a middle school, a high school, a K-12 school and an alternative school. Rigby uses it in all of its schools as well. Testing takes place in grades 2-10 in Blaine and in grades 3-8 in Rigby. Both districts were eager to adopt the technology prior to its selection as a state test.

The MAP system is unlike other tests in education because, while it includes the features and benefits of norm-referenced, criterion-referenced and computerized tests, it also offers more benefits and higher quality growth data. These are vital in classrooms faced with helping students meet rigorous standards and the challenges of the NCLB Act. The system is different from other tests in four primary areas:

* It is appropriately challenging for 97% to 99% of students, including those in special education;
* It measures individual student achievement;
* It provides data that can be compared and analyzed across the full spectrum of learning; and
* It more closely engages stakeholders in the education process.

## Ready for the Test

In addition to wanting higher quality data to help improve learning, the Rigby and Blaine districts were well prepared for computerized testing. We have been using computers for about five years and currently have one computer for every five students. Also, we have good Internet connections, labs at each of our secondary schools and some computers in each classroom at the elementary level. In Blaine, the district was completely wired with the schools connected through a WAN; making it more than ready for computerized testing. Superintendent Jim Lewis, Ed.D., says, "We could have used the paper-and-pencil test first, but since we were really moving into technology and getting labs and computers on every teacher's desk, we decided to wait until the computerized version came out."

The MAP system's flexible design may be implemented in any school that uses the Windows or Macintosh platform. Hutchins says, "One of the unique things about our district is that we have a mix of hardware platforms — one of our elementary schools is 100% Macs, while the others use Windows-based platforms or have a mix of both Macs and PCs. That puts a different twist on requirements for testing software, but with NWEA it doesn't matter what platform a school is using."

Blaine offers testing in its computer labs for some of its schools, and in classrooms for others. The district uses wireless laptops to maintain computer access for classroom instruction, while the labs are used for testing. Rigby uses a similar set up. Its policy is to

strive for consistency in setup within each building, though configurations from building to building change. The system ensures that students are consistently challenged by the items, so they don't grow frustrated by content that is too difficult or bored by content that is too easy.

## Scale Leads to Quality Data

It is possible to create tests with different items that measure the same level of achievement, because MAP test items are referenced to the Rasch Unit (RIT) Scale. This scale is the most important difference between NWEA and other tests. It is an equal interval scale that measures a student's academic growth similar to the way a yardstick measures physical growth. Use of this scale enables teachers to measure a student's ability to handle specific subject matter, provides data that show where students rank relative to other students, and reveals how close they are to achieving milestones and goals.

MAP data allows for in-depth analysis of students, classrooms, entire schools and districts, enabling decision making that serves to improve performance at any level. For example, Meridian is using the data to identify students who have already mastered grade-level knowledge, skills and understanding in order to move them to the next level of achievement. And Rigby is using the data for a variety of similar purposes, as well as for placement.

The system has met, if not exceeded, our expectations for data that demonstrate a student's individual growth. It has also proven to be more motivating for students who prefer using computers over using a pencil and paper. Rigby teachers have had positive reactions to the MAP system, and have seen more interest and attention from students during testing sessions. Lewis says, "We're able to analyze the strengths and weaknesses, not only of groups, but of individual students in specific subjects. Also, teachers are able to align their above-average, average and below-average students, so that they can identify what needs to be taught to each specific group."

Like Blaine and Rigby, teachers in the districts also use the data within parent-teacher conferences, making these events informed by data and focused on results. Reports, such as longitudinal reports, are supplied to parents to give them a full view of their child's progress, including where they are excelling and where they may need extra help.

## Timeliness Enhances Usefulness

Equally important is timeliness of test data, which gives teachers the ability to monitor student progress when it makes sense — at the beginning of the school year and near the end. Data from other tests are often not available until midyear or after students have left for the summer. This ability to get information back almost immediately after the student has finished the test, enables educators to quickly look at scores, see whether students are on track to meet expectations for their grade (whether ahead or behind), and then tailor teaching to address those results.

Hutchins says, "Instead of the half-year time lag waiting for standardized test results, NWEA offers class reports within 72 hours of testing, and growth reports comparing fall and spring tests." Students also have the option of printing their test results the moment they have completed their tests. This almost instant turnaround on scores and results provides a comprehensive assessment of student achievement levels, enabling teachers to respond to individual needs more quickly than before.

Since MAP data monitors a child's growth specific to what is being taught, and to expectations set by the district, teachers are able to use results to individualize instruction and to serve as criteria for judging the strengths and weaknesses of class materials. Blaine's goal is to use the spring data to align all students within their new classes each fall, then use the fall data to make any adjustments that will help students make sufficient growth and meet scholastic targets in the coming year.

NWEA designed the MAP system with the goal of providing high-quality, timely data that could be easily used by educators to improve instruction. Even though Idaho has made technology a requirement for recertification, an in-depth technological background is not a requirement to use MAP. The system is relatively simple; the district's technology coordinator typically oversees its use in all schools. In addition, the district's testing coordinator plays a significant role in maintaining test security, explaining results, and assisting teachers in understanding how classroom changes will lead to improved testing results.

## Conclusions

A goal in the Rigby and Blaine districts for next year is to use MAP test scores to determine specific milestones that must be reached for a student to proceed to the next grade. This not only provides students with personal accountability for their learning, but also provides educators with an early warning indicator if a child is not meeting standards. At that point, teachers can offer the appropriate additional support to assure improvement in the required time frame.

Currently, some districts like Blaine continue to combine MAP testing with the ITBS, although that is no longer a state-mandated test. According to Lewis, the ITBS augments the MAP data, allowing them to continue to use ITBS to get the big picture. He says, "MAP is invaluable in its ability to give teachers an ongoing look at how their class is progressing, how effective their instruction has been and what, if any, changes should be made to refocus instruction for more effectiveness."

### B. Meeting NCLB Goals

The Northwest Evaluation Association tests have put Idaho in a good position to meet the goals of the NCLB Act. For example:

* The law requires that the same assessments be used to measure the performance of all children. The NWEA assessments measure all students in the identified content standards of the state. Our state tests are designed with two parts: the first portion focuses specifically on the content standards of each grade, while the second adapts to better measure the child.
* The law requires the tests to be aligned with our content and student academic achievement standards, as well as provide coherent information about student attainment of such standards; MAP is so aligned. In addition, grade-level benchmarks have been designed to ensure we are meeting our goals. The alignment of our assessment with state and local curriculum standards also assures that the tests measure the curriculum broadly and deeply.
* Another requirement of the law is that the state educational agency must provide evidence from the test publisher to the U.S. Secretary of Education that the assessments used are of adequate technical quality for each purpose required. The NWEA tests have been validated and revalidated in a variety of school settings. In addition, the accuracy of the assessments for each individual student is quite high.

## C. How Map Works

MAP is typically administered to students twice a year — in the fall and spring — for math, reading and language arts. Science tests are also available, and are expected to be adopted by the Idaho districts in the near future. Some districts also use the tests for midyear evaluations. Once the test administrator has linked to NWEA via the Internet and downloaded student data from previous tests, the testing session is ready to begin. The network administrator hosts the session, eliminating the need for separate software setups on every student computer. In addition, features like spell checkers or calculators are only available where appropriate.

During the session, MAP automatically adapts the level of difficulty to each student and how he or she responds to the first several items. This means that while the number of items is the same for all students, each sees different items. If a question is answered correctly, subsequent questions become gradually more challenging. If, however, a question is answered incorrectly, easier questions will follow. During a subsequent testing session, the system remembers where the student left off and presents items at that level. This adaptivity ensures that each student receives a test that is appropriately challenging, yet fair.

## D. Implementing MAP Successfully

By Jim Lewis, Ed.D., Superintendent, Blaine County, Idaho

As a person actively involved in researching and implementing an Internet-enabled testing system, I've learned how to get a computerized testing system up and running successfully

in a district. The top suggestions learned by the Blaine and Rigby districts that should help you expedite the process include:

1. **Develop and commit to a plan.** First, make sure the test you choose to implement complements the long-range vision for your school district. Also, ensure that it effectively functions to provide the data needed to improve instruction. To assure this goal, you'll need to assign an individual, most likely a principal, to take responsibility for testing, data collection and follow through; i.e., making sure the right questions are asked, that you retrieve the kind of data needed to inform instruction, and that you know what to do with that information to meet your goal. After all, the principal is the person who authorizes the time needed for testing, data gathering and evaluation of results, as well as for holding teachers accountable for using that data to improve classroom practices.

2. **Leverage the power of technology.** While a district may be completely wired in terms of having connections between all the schools, it's necessary to continually improve the quality of the network and what's available within each classroom (e.g., experimenting with the use of wireless laptops in the classroom for testing).

3. **Don't be "technophobic."** Although the idea of computerized testing might seem to require extensive technology expertise, teachers in Rigby and Blaine County districts have found that's not the case. As in almost every district these days, our schools have tech-support personnel who handle downloading and uploading test data, moving computers around and ensuring that the system is working correctly. Most of our teachers aren't particularly computer-savvy, and with the MAP system, they really don't have to be. NWEA provides strong tech support, so you can run the MAP system without the need for extensive technology expertise.

4. **Do your homework.** A major key to the success of the testing program is use of NWEA's MAP Coordinator's Handbook, a comprehensive manual that covers every element involved in implementing the program.

5. **Training is key.** Obviously, when a test program is first initiated, most of the training will involve technical matters: familiarizing the staff with the computers and interfaces with your test organization. But training doesn't stop there. In addition to conducting training sessions for administrators, it is essential to provide training for every person involved in the process, including counselors, tech staff and test proctors to ensure that every school is tested the same way, and on schedule. It's also crucial that training include how to properly use the data that's retrieved.

6. **Test the tester, pretest the kids.** It's vitally important for every teacher to take a sample test so that they understand what their students are being exposed to. It's also important, especially for younger children, to be allowed to take a practice run to become familiar with the test format or the process.

# Appendix D.

# San Diego Unified School District "2020 Vision for Educational Excellence":

**On the Way and By the Year 2020 the San Diego Unified School District will**:

- Demonstrate national and international leadership through educational innovation and student achievement, contributing to a viable, stable economy, clean environment and active community participation.
- Continually attract and retain the best and most experienced staff with competitive salaries and benefits.
- Operate efficiently, effectively and democratically.
- Democratically engage all parents and citizens resulting in a high level of confidence in the district and a willingness to invest boldly in schools.

## For Schools

- Schools will be safe, attractive neighborhood learning centers supporting learning and interaction for citizens of all ages.
- Schools will offer opportunities that increase the capacity of the communities to meet their own needs.
- Schools and clusters will have increased authority to establish instructional strategies designed to assure the success of each student, and will be accountable for the results of those decisions.

## For Students

- All students will be expected to graduate as productive citizens with skills and knowledge necessary for academic and occupational success.
- Individualized courses of instruction will be geared to student's personal strengths and interests. Each student will be evaluated based upon progress according to the student's individual learning plan. They will be able to move through the system at an accelerated pace, and graduate when all requirements have been fulfilled. Their programs of instruction will feature a reasonable blend of rigorous academics and career/technical instruction to assure their readiness for a full range of post-graduation choices.
- Students will have access to and will be proficient in the use of the latest technology, and will be able to access relevant information from school or home. They, their parents and their teachers will be able to monitor their individual performance continuously.
- Every student will meet the district's performance expectations as expressed in the Board's Results policies, will make at least one year's progress each year and graduate on time prepared for success academically, socially, physically and ethically.

## For Parents

- Parents will be integral parts of each student's educational experience.
- Parents, students and teachers will collaborate in designing individual learning plans for students.
- Parents will be able to constantly monitor their children's performance.
- Parents will play an integral part in school site governance and councils.

# Appendix E.

# K-8 Learning Skills Matrix

**Old Town Academy** K-8 Graduates should be able to do the following:

| **Read and Write** | |
|---|---|
| Learning Goals | **Old Town Academy** Methods and Programs |
| • Identify and comprehend the main and subordinate ideas, details and facts in written work and summarize the ideas in their own words.<br>• Make critical judgments about written work including separating fact from opinion. | *Seminars and Classroom discussions*; *Guided Reading of* complex texts, analytically, synthetically, and synoptically (many books on the same topic) is almost a lost art in 21st Century America. Nine years of doing close readings and engaging in animated discussions of increasingly complex texts revives this skill for K-8 Charter students. |
| • Write standard English sentences with correct sentence structure, verb forms, punctuation, capitalization, possessives, plural forms, word choice, and spelling.<br>• Identify, comprehend, and infer comparisons, contrasts, sequences and conclusions in written work. | *How do you get children to love grammar?*<br>• Expository Writing, Poetry, Grammar (e.g., a color-code based study of parts of speech, diagramming) are part of the English/Language Arts curriculum sequence in all parts of the **Old Town Academy** Program. |
| • Select, organize, and relate ideas and develop them in coherent paragraphs. | • To get students in the habit of thinking before they write, use Visual Organization Tools (e.g., concept maps, writing templates, *Inspiration*™ Software). |

| **Speak, Question, & Listen** | |
|---|---|
| **Learning Goals** | **Old Town Academy Teaching Methods & Programs** |
| • Engage critically and constructively in the oral exchange of ideas<br>• Deliver oral presentations which demonstrate coherent sequence of thought, clarity of presentation, and suitable vocabulary and nonverbal communications. | • *The Core Knowledge Language Arts Curriculum and Seminar are rich in opportunities for public speaking, presentations, and discussion*: Students learn to ask good questions (of the text & of classmates or teacher); to listen to and keep track of a many-threaded oral argument; to speak coherently & persuasively. |
| • Understand spoken instructions and give clear spoken instructions to others. | • Constant Group project work. |
| • Ensure that every student will be at grade level in reading by the end of third grade—or within three years of arrival at **Old Town Academy**. | • Use the Core Learning Lab (MAP Assessment, Activated Reader! Vocabulary-Reading Acceleration Program, Touchstones Seminars) along with an intensive immersion and transition plan for all ELD students [See Element 2. Academic Proficiency in English]. An ELD professional development plan for classroom teachers [See Element 5. Professional Development] |

| Estimate, Calculate, & Solve Quantitative Problems | |
|---|---|
| **Learning Goals** | **Old Town Academy Teaching Methods & Programs** |
| • Add, subtract, multiply, and divide, using whole numbers, decimals, fractions, and integers.<br>• Estimate and measure in traditional and metric units links, area, volume, weight, temperature, and time.<br>• Use ratios, proportions , percents , powers, and roots as appropriate to solve quantitative "word" problems.<br>• Understand spatial relationships and geometric concepts.<br>• Understand and apply the rudiments of probabilistic statistics.<br>• Formulate and solve problems. | • The *Saxon* series of textbooks (continuous review, progressive incremental development) is used in grades 1-8 to ensure that all students **master the foundations** (essential knowledge) of calculation, estimation, measurement, and (arithmetic & algebraic) problem-solving techniques.<br><br>Saxon's Problem-Solving Module (with math journaling and other focused activities) ensure that:<br>• students get years of **practice independently solving quantitative problems**.<br>• this gives students the chance in the world to develop that elusive habit-of-mind known as *creativity*, or "problem-solving habit." |

| Problem-Solve | |
|---|---|
| **Learning Goals** | **Old Town Academy Teaching Methods & Programs** |
| • Recognize and use inductive and deductive reasoning, recognize fallacies, and examine arguments from various points of view. | • *K-8 Reading, Math, and Science Seminars*: Study of induction & deduction in readings and in geometry proofs; logical fallacies; dialectical examinations of issues |
| • Formulate and test predictions based on relevant data.<br>• Develop alternative solutions to problems, weigh relative risks and benefits, make logical decisions, and verify conclusions. | Use of the Scientific "Method" (learning from mistakes)—trial & error, importance of written records, isolating an independent variable, controls— in these programs:<br>• *Active learning, hands-on Science throughout K-8 Matter/Energy/Life sequence)* |

| Use Information Technology As A Learning Tool | |
|---|---|
| **Learning Goals** | **Old Town Academy Teaching Methods & Programs** |
| • Develop proficiency with available automated information processing hardware and software.<br>• Use information technology to collect, manipulate, and disseminate data, turning it into information.<br>• Use simulation and modeling software to attain deep understanding of physical principles. | • *Core Learning Computer Lab*: dedicated to core content and skills acceleration.<br>• All K-8 curriculum blocks use software (e.g., hypertext browsers, html editors, concept mapping programs) and hardware (e.g., PCs, scanners, digital cameras, CD burners) to gather, filter, and communicate information & knowledge visually. |

| Work Independently & In Teams | |
|---|---|
| **Learning Goals** | **Old Town Academy Teaching Methods & Programs** |
| • Perform measured tasks which require the collaboration of others for successful completion and where the team as a whole is evaluated on its accomplishments. | • Constant Group project work in *all* curriculum blocks. |
| • Perform tasks which require independent initiative, critical thinking ( self-judgment), and measurement. | See Hands-on Science and Problem Solving sections. |

**Excerpt from Appendix C. 2A: Idaho State School Choose the MAP Test: Here's Why**

*"The MAP (Measures of Academic Progress) system is unlike other tests in education because, while it includes the features and benefits of norm-referenced, criterion-referenced and computerized tests, it also offers more benefits and higher quality growth data. These are vital in classrooms faced with helping students meet rigorous standards and the challenges of the NCLB Act. The system is different from other tests in four primary areas:*

** It is appropriately challenging for 97% to 99% of students, including those in special education;*

** It measures individual student achievement;*

** It provides data that can be compared and analyzed across the full spectrum of learning; and*

** It more closely engages stakeholders in the education process."*

| Accept Personal Responsibility & Manage Time | |
|---|---|
| **Learning Goals** | **Old Town Academy Teaching Methods & Programs** |
| • In accomplishing a task, accurately identify those forces which are within the student's own control and those which are not; understand the varying degrees between the two poles.<br>• Enumerate several alternative paths to achieve the same desired result.<br>• Set learning goals and priorities consistent with stated objectives and allocate the time necessary to achieve them.<br>• Follow a schedule that accounts for both long and short-term project completion. | • Student planners, calendars, and the use of projects-based grading (with much planning-ahead required) in some CK Learning strands will help **Old Town Academy** students assume responsibility for their own success.<br>• The Core Virtues™ character education curriculum along with increasing responsibility given students as they move through the K-8 sequence, will help students become self-aware, self-governing young adults by graduation |

| Stay Healthy | |
|---|---|
| **Learning Goals** | **Old Town Academy Teaching Methods & Programs** |
| Demonstrate knowledge and, to the extent practicable, habits consistent with:<br>• appropriate food, exercise (enough to meet the P.E. requirement for K-8:), and sleep, with:<br>• the avoidance of illegal drugs, hazardous activities and communicable diseases,<br>• and with the management of emotional stress. | • Achievement-based Sports & Conditioning Program (emphasizes development of skills and reaching performance goals--Presidential Fitness Award-- rather than competition)<br>• Nutrition, Psychology, and Health Segment of Middle School Science Block<br>• *Forewarned is Forearmed* Anti-Drug Program: Middle School (emphasis on |

| | |
|---|---|
| • family education per CA Ed. Code requirements. | discouraging students from ever becoming users with: (i) honest Information about the good odds that drug use will lead to something bad (violence, addiction, disease); (ii) role-playing to help students foresee their way out of drug situations & other dangerous activities) |

| **Relate Comfortably and Responsibly To Others** | |
|---|---|
| **Learning Goals** | **Old Town Academy Teaching Methods & Programs** |
| • Resolve disputes to appropriate means without resorting to violence.<br>• Complete assignments while in the positions of leader, follower, mediator, collaborator, and observer. | • Constant Group project work in *all* subjects<br>• Teacher supervision of all areas of the campus and all school-related activities, including before class, after class, Cohort time, and field trips.. |
| • Practice tolerance and do not discriminate on the basis of race, creed, color, gender, national origin, or disability of others. | • The Core Virtues™ character education curriculum will address these issues.<br>• Ethical Modeling: Seminar readings and discussions of *stories* on the consequences of intolerance and injustice<br>• Case Studies: real-life studies of the consequences of intolerance & injustice in "The Law & Civil Society" segment of the Middle School History Strand. |

# Appendix F.

## Signatures

**Option 2: Teacher's signature only (50% of projected staff):**

The following is a list of signatures of teachers meaningfully interested in teaching at **Old Town Academy K-8 Charter School**. At present Old Town Academy plans a staff of ten credentialed teachers.

1. Christine Russell CA Cleared Multiple Subject teaching credential Math/Science Emphasis Christine Russell 6th grade, Teacher
Address: 5192 Nobel Dr #D346 Cocondo, CA 92122 Ph. 619.997.7316

2. Erik Elderson CA-Multiple Subjects Credential Erik Elderson 8th grade, Teacher
Address: 939 emerald st., SD, CA. 92109 Ph. 619.817.691

3. Denise Blake B.A.-Child Dev. M.S. Early Childhood ed - SB2042 CA multiple subject credential program permit Kindergarten, Teacher
Address: 2665 First Ave. San Diego, CA 92103 Ph. 917-657-260

4. Andrew Cohick CA-Multiple Subject Credential/Masters Curriculum design Andrew Cohick 4th, Teacher
Address: 4975 Del Monte Ave. #123 SD, CA 92107 Ph. 858.337.3132

5. Bernadette Sandmeyer Bernadette Sandmeyer 2nd 619-794-7644 Teacher
Address: 4075 Louis St. SD. CA 92103 Ph. 619-994-764
CA multi Sub Cred.

6. _____, Teacher
Address: _____ Ph. _____

Note: All teachers signing this petition have had a chance to review the attached **Old Town Academy** proposal in full. All teachers signing the petition are qualified to teach one or more core academic classes at **Old Town Academy**.

# Appendix G.

# Further Elements

## Appendix G. Further Elements

1. Names, Addresses, and phone numbers of the organizers of the Charter School.

We, the organizers, are formally applying to the Board of the for approval of the Old Town Academy K-8 Charter School.

**Thomas Donahue** Thomas Donahue Date 4/29/10
Address: 19 Green Turtle Pl, Coronado 92118 Ph. (619) 252-9629

**Bob Hamm** Date 4-29-10
Address: 4267 Lom Riviera Dr. SD, CA 92117 Ph. 619-224-4214

**Chris Celentino** Date 4-29-10
Address: 2430 Presidio Dr. SD CA 92103 Ph. 619-744-7246

2. The organizers of the Charter School. are committed to devoting the resources necessary to avoid becoming an administrative burden on its sponsoring District and if necessary will retain the services of experienced "backend" consultants for the first year of operation.

3. Names, addresses and telephone numbers of persons endorsing the petition, See Appendix E.

4. Signed statement that school will be non sectarian, will not discriminate, and will not charge tuition:

The organizers of this petition affirm that they will support the statements in Further Affirmations; on the non-sectarian nature of the school program,

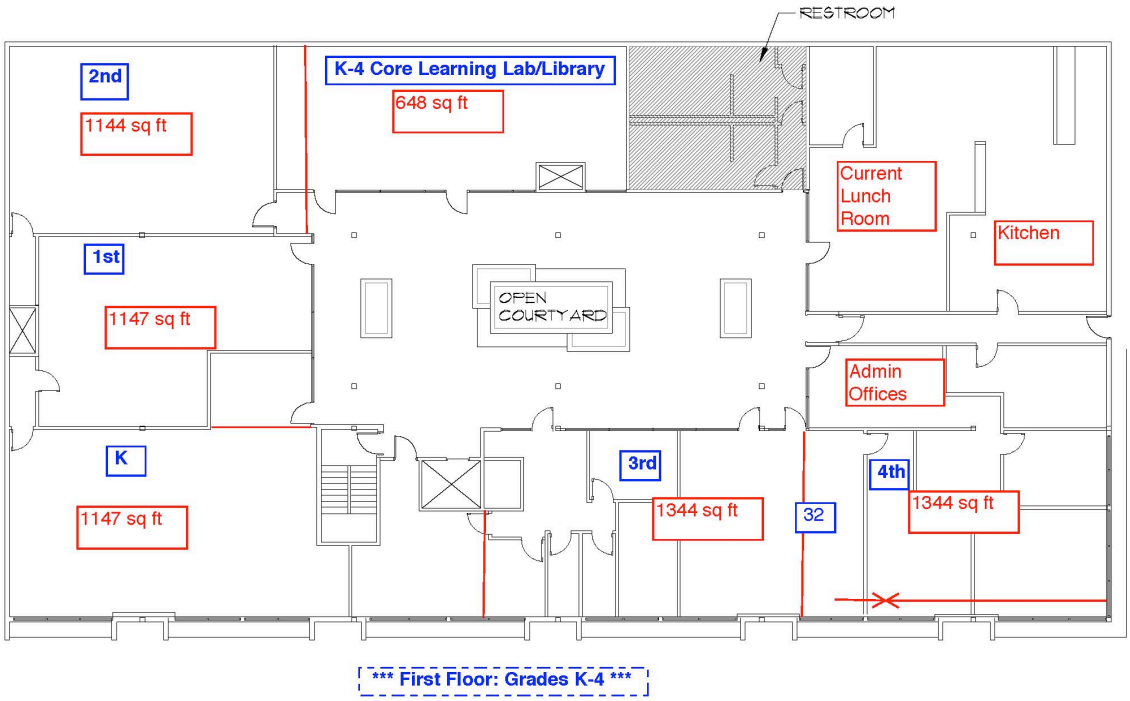
*The **Old Town Academy** will be non-sectarian in its programs, admission policies, employment practices and all other operations. It will not charge tuition. It will not discriminate against any pupil, employee or other on the basis of ethnicity, national origin, gender, or disability. (Ref. Education Code §47605(d) and (g))*

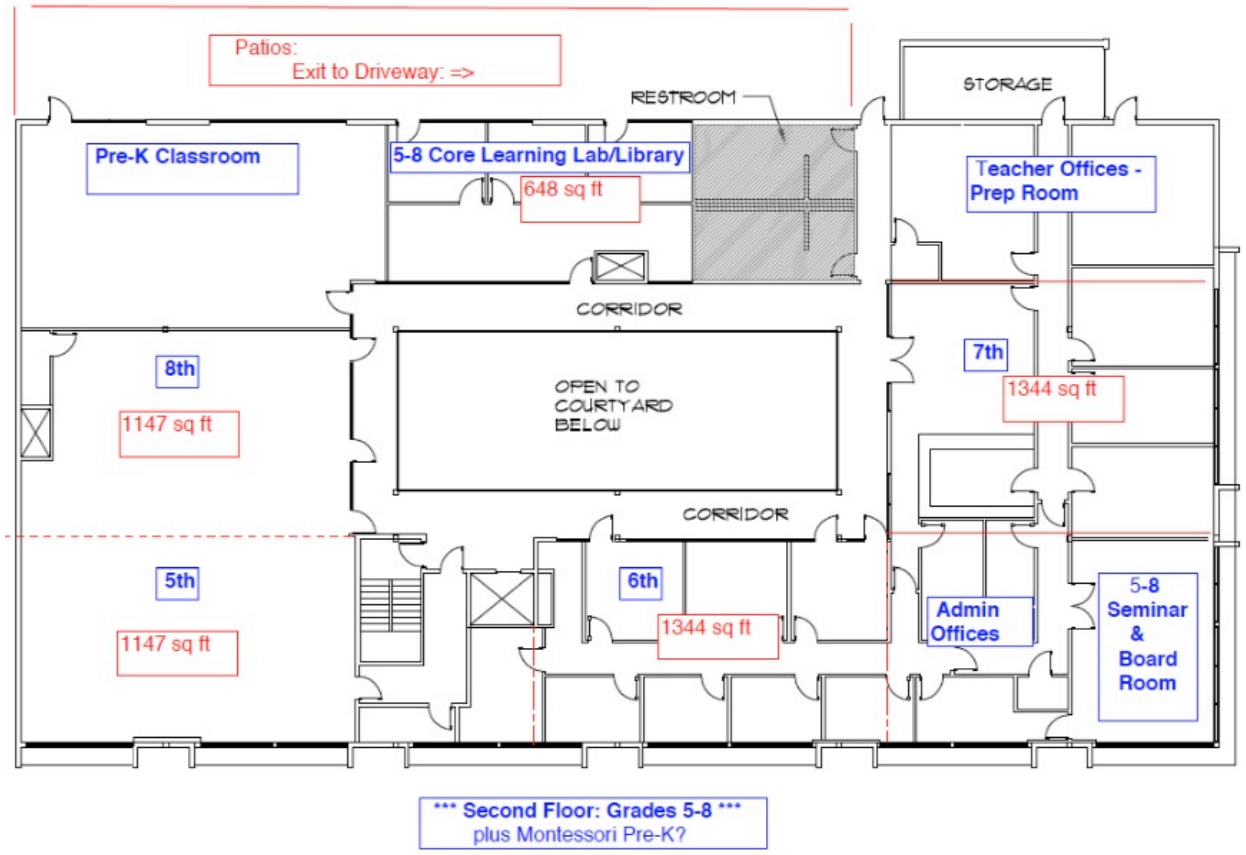
The organizers further identify Thomas Donahue and Chris Celentino as the "lead petitioners" authorized to make changes to this Petition during the District review and approval process.

Thomas Donahue Date 4/29/10
Bob Hamm Date 4-29-10
Christopher Celentino Date 4-29-10

**5. Facilities information.** Further documentation (leases, etc.) will be available.

**Table 7. K-8 Classroom Layout: 2120 San Diego Ave.**






**6. Description of facility maintenance and expansion plans.** Five year business plan. See Exhibit 1. *Financial Projections*. There are currently no plans for facilities expansion.

**7. Detailed, complete, and fully annotated operational budget.** See Exhibit 1 *Proposed First Year Operational Budget.* For salaries, benefits, and payments, See Exhibit 1, Appendix C, *Salary Worksheet*. and *Regular Line Budget* annotation.

**8.** See Further Affirmations, on potential civil liability, if any.

**Appendix H.**

**By-Laws of Old Town Academy K-8 Charter School**

# BYLAWS
# OF
# Old Town Academy K-8 Charter School

## August 19, 2010



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# BYLAWS OF
# Old Town Academy K-8 Charter School
# August 19, 2010

## Purposes

The corporation is organized for the public and educational purposes as specified in its Articles of Incorporation.

## Offices

**Principal Office.**

The corporation's principal office shall be located at 2120 San Diego Avenue, San Diego, County of San Diego, State of California. The Board of Trustees ("Board") is granted full power and authority to change the principal office from one location to another within California.

**Other Offices.**

Branch or subordinate offices may at any time be established by the Board at any place or places where the corporation is qualified to do business.

## Membership

**Sole Statutory Member.**

Unless and until these bylaws are amended to provide otherwise, this corporation shall have no statutory members.

**Associates.**

Nothing in this Article shall be construed to limit the corporation's right to refer to persons associated with it as "members" even though such persons are not members, and no such reference by the corporation shall render anyone a member within the meaning of Section 5056 of the California Nonprofit Corporation Law. Such individuals may originate and take part in the discussion of any subject that may properly come before any meeting of the Board, but may not vote. The corporation may confer, by amendment of its Articles of Incorporation or of these Bylaws, some or all of a member's rights, set forth in the California Nonprofit Corporation Law, upon any person who does not have the right to vote for the election of trustees/directors, on a disposition of substantially all of the assets of the corporation, on a merger, on a dissolution, or on changes to the corporation's Articles

of Incorporation or Bylaws, but no such person shall be a member within the meaning of said Section 5056.

## Board of Trustees

**Powers.**

Subject to the limitations of the California Nonprofit Public Benefit Corporation Law, the corporation's Articles of Incorporation and these Bylaws, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the 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. No assignment, referral or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the corporation's activities, and the Board may rescind any such assignment, referral or delegation at any time.

Without prejudice to its general powers, but subject to the same limitations set forth above, the Board shall have the following powers in addition to any other powers enumerated in these Bylaws and permitted by law:

To select and remove all of the officers, agents and employees of the corporation; to prescribe powers and duties for them which are not inconsistent with law, the corporation's Articles of Incorporation or these Bylaws; to fix their compensation; and to require security from them for faithful service;

To conduct, manage and control the affairs and activities of the corporation and to make such rules and regulations therefor which are not inconsistent with law, the corporation's Articles of Incorporation or these Bylaws;

To adopt, make and use a corporate seal and to alter the form of the seal from time to time;

To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities therefore;

To carry on a business and apply any revenues in excess of expenses that results from the business activity to any activity in which it may lawfully engage;

To act as trustee under any trust incidental to the principal object of the corporation, and receive, hold, administer, exchange and expend funds and property subject to such trust;

To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of real and personal property;

To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose; and,

To carry out such other duties as are described in the Charter of the Academy as approved by the San Diego Unified School District.

Anything herein to the contrary notwithstanding, the Board shall fully and completely comply, in all respects, with the provisions of the Brown Act.

**Number and Qualifications of Trustees.**

The number of trustees of the corporation shall be not less than three (3) and not more than thirty (30), with the exact number to be determined from time to time by a resolution of the Board, unless and until changed by amendment of the Articles of Incorporation or by amendment of these Bylaws.

The qualifications for Trustees are generally the ability to attend board meetings, a willingness to actively support and promote the Academy, and a dedication to its educational philosophy and goals. In year one the organizers will appoint a (non-voting) faculty representative to attend Board meetings. In subsequent years the faculty will vote to choose a (non-voting) faculty representative. The Academy will also strive to recruit a parent representative to serve as a Trustee.

**Appointment and Term of Office.**

The initial trustees and a chairperson shall be appointed by the Statutory Member and shall serve staggered terms as determined by the Statutory Member. Thereafter, the Board through a nomination process shall select each trustee. After initial terms, trustees shall hold office for a term of two (2) years or until a successor has been selected. No trustee shall serve more than three (3) full consecutive terms without a break in service of at least one (1) year.

**Resignation and Removal.**

Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any trustee may resign effective upon giving written notice to the President, the Secretary, or the Board, unless the notice specifies a later effective time. If

the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective.

**Vacancies.**

A Board vacancy or vacancies shall be deemed to exist if any trustee dies, resigns, or is removed, or if the authorized number of trustees is increased.

Notwithstanding Section 4, the Board may declare vacant the office of any trustee who has been convicted of a felony, or has been found to have breached any duty arising under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law or to be of unsound mind by any court of competent jurisdiction.

A vacancy on the Board shall be filled only by resolution of the Board. Each trustee so elected, appointed, or designated shall hold office until the expiration of the term of the replaced trustee and continue to hold office until a qualified successor has been elected, appointed, or designated.

No reduction of the authorized number of trustees shall have the effect of removing any trustee prior to the expiration of the trustee's term of office.

**Place of Meeting.**

Meetings of the Board shall be held at the principal office of the corporation or at any other place within or without the State of California which has been designated in the notice of the meeting or, if there is no notice, by resolution of the Board.

**Annual Meeting.**

Annually the Board shall meet 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.

**Regular Meetings.**

Regular meetings of the Board, including annual meetings, shall be held only after proper notification (72 hours or more, as per the Brown Act).

**Special Meetings.**

Special meetings of the Board for any purpose may be called after at least 24 hours notification (as per Brown Act) by the president, the secretary or any two trustees. The party calling such special meeting shall determine the place, date and time thereof.

**Notice of Special Meetings.**

Special meetings of the Board may be held only after each trustee has received prior notice as per the Brown Act requirements..

Any such notice shall be addressed or delivered to each trustee at the trustee's address as it is shown on the records of the corporation or as may have been given to the corporation by the trustee 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 trustees are regularly held.

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.

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.

**Quorum.**

A majority of the Trustees then in office shall constitute a quorum. Every act or decision done or made by a majority of the trustees present at a meeting duly held at which a quorum is present is an act of the Board. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of trustees, if any action taken is approved by at least a majority of the required quorum for such meeting. Trustees may not vote by proxy.

**Consent to Meetings.**

The transactions of the Board at any meeting, however called and noticed or wherever held, shall be as valid as though done at a meeting duly held after regular call and notice if a quorum be present, and if, either before or after the meeting, each trustee entitled to vote, not present in person signs a written waiver of notice, or a consent to the holding of such meeting, or approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting. Notice of a meeting need not be given to any trustee who attends the meeting without protesting prior to or at the commencement of the meeting, the lack of notice to such trustee.

**Action Without Meeting.**

Any action required or permitted to be taken by the Board under any provision of the Nonprofit Public Benefit Corporation Law may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such consent(s) shall be filed with the minutes of the proceedings of the Board and shall have the same force and effect as a unanimous vote of such trustees.

**Telephonic and Electronic Video Meetings.**

Members of the Board may participate in a meeting through the use of conference telephone, electronic video screen communication, or other communications equipment. Participation in a meeting through use of conference telephone constitutes presence in person at that meeting as long as all members participating in the meeting are able to hear one another. Participation in a meeting through use of electronic video screen communication or other communications equipment (other than conference telephone) constitutes presence in person at that meeting if (i) each member participating can communicate with all other members concurrently, (ii) each member is provided the means of participating in all matters before the Board including, without limitation, the capacity to propose, or to interpose an objection to, specific action to be taken, and (iii) the corporation has adopted and implemented some means of verifying both that the person participating in the meeting is a trustee or other person entitled to participate in the meeting and that all actions of, or votes by, the Board are taken or cast only by the trustees and not by persons who are not trustees.

**Adjournment.**

A majority of the trustees present, whether or not a quorum is present, may adjourn any trustees 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 trustees who were not present at the time of the adjournment.

**Rights of Inspection.**

Subject to applicable federal and state laws regarding pupil confidentiality, every trustee has the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation.

**Board Committees.**

The Board may appoint an executive committee and one or more other committees each consisting of two (2) or more trustees to serve at the pleasure of the Board, and delegate to such committee any of the authority of the Board, except with respect to:

The filling of vacancies on the Board or on any committee which has the authority of the Board;

The fixing of compensation of the trustees for serving on the Board or on any committee;

The amendment or repeal of bylaws or the adoption of new bylaws;

The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;

The appointment of other committees having the authority of the Board;

The expenditure of corporate funds to support a nominee for trustee after there are more people nominated for trustee than can be elected; or

The approval of any self-dealing transaction as such transactions are defined in Section 5233(a) of the California Nonprofit Public Benefit corporation Law, except as permitted under Section 24 of this Article.

Any such committee must be created, and the members thereof appointed, by resolution adopted by a majority of the number of trustees then in office, and any such committee may be designated as an executive committee or by such other name as the Board shall specify. The Board may appoint, in the same manner, alternate members to a committee who may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board, such committee, or these bylaws shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions of this Article IV applicable to meetings and actions of the Board. Minutes shall be kept of each meeting of each committee.

**Other Committees.**

The president, subject to the limitations imposed by the Board, or the Board, may create other committees, either standing or special, to serve the Board which do not have the powers of the Board. The president, with the approval of the Board, shall appoint members to serve on such committees, and shall designate the committee chair. If a trustee is on a committee, he or she shall be the chair. Each member of a committee shall continue as such until the next annual election of officers and until his or her successor is appointed, unless the member sooner resigns or is removed from the committee.

Meetings of a committee may be called by the president, the chair of the committee or a majority of the committee's voting members. Each committee shall meet as often as is necessary to perform its duties. Notice of a meeting of a committee may be

given at any time and in any manner reasonably designed to inform the committee members of the time and place of the meeting. A majority of the voting members of a committee shall constitute a quorum for the transaction of business at any meeting of the committee. Each committee may keep minutes of its proceedings and shall report periodically to the Board. A committee may take action by majority vote.

Any member of a committee may resign at any time by giving written notice to the president. Such resignation, which may or may not be made contingent upon formal acceptance, shall take effect upon the date of receipt or at any later time specified in the notice. The president may, with prior approval of the Board, remove any appointed member of a committee. The president, with the Board's approval, shall appoint a member to fill a vacancy in any committee or any position created by an increase in the membership for the unexpired portion of the term.

**Fees and Compensation.**

Trustees and members of committees shall not receive any compensation for their services; however, the Board may approve reimbursement of a trustee's actual and necessary expenses incurred in the conduct of the corporation's business.

**Nonliability of trustees.**

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

**Interested Persons.**

Not more than forty-nine percent (49%) of the trustees serving on the Board may be "interested persons." An "interested person" is (i) any person compensated by the corporation for services rendered to it within the previous twelve (12) months whether as a full- or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a trustee as trustee, and (ii) 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 any such person. However, any violation of the provisions of this Section shall not affect the validity or enforceability of any transaction entered into by the corporation.

**Standard of Care.**

A trustee shall perform the duties of a trustee, including duties as a member of any committee of the Board upon which the trustee may serve, in good faith, in a manner such trustee believes to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a trustee, a trustee shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

One or more officers or employees of the corporation whom the trustee believes to be reliable and competent in the matters presented;

Counsel, independent accountants or other persons as to matters which the trustee believes to be within such person's professional or expert competence; or

A committee of the Board upon which the trustee does not serve as to matters within its designated authority, provided the trustee believes merits confidence and the trustee acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

**Self-Dealing Transactions.**

Self-dealing transactions means transactions to which the corporation is a party and in which one or more of the trustees ("interested trustee(s)") has a material financial interest. Notwithstanding this definition of self-dealing transaction, the following transactions do not constitute self-dealing transactions:

An action by the Board fixing the compensation of a trustee as a trustee or officer of the corporation;

A transaction which is part of a public or charitable program of the corporation if the transaction is (1) approved or authorized by the corporation in good faith and without unjustified favoritism, and (2) results in a benefit to one or more trustees or their families because they are in a class of persons intended to be benefited by the public or charitable program;

A transaction of which the interested trustees have no actual knowledge, and which does not exceed the lesser of one percent (1%) of the corporation's gross receipts for the fiscal year immediately preceding the year in which such transaction occurs or Fifty Thousand Dollars ($50,000).

A transaction the Attorney General has approved either before or after it was consummated.

A transaction with respect to which the following facts are established:

The corporation entered into the transaction for its own benefit;

The transaction was fair and reasonable as to the corporation at the time the corporation entered into the transaction;

Prior to consummating the transaction or any part thereof, the Board authorized or approved the transaction in good faith by vote of a majority of the trustees then in office excluding the vote of the interested trustee(s) and with knowledge of the material facts concerning the transaction and the interested trustee's interest in it. Except

as provided in paragraph (5) of this subsection, action by a committee of the Board will not satisfy this requirement; and

Prior to authorizing or approving the transaction, the Board considered and in good faith determined after reasonable investigation under the circumstances that the corporation could not have obtained a more advantageous arrangement with reasonable effort under the circumstances, or the corporation in fact could not have obtained a more advantageous arrangement with reasonable effort under the circumstances; *or*

A committee or person authorized by the Board approved the transaction in a manner consistent with the standards prescribed for approval by the Board under this subsection; it was not reasonably practical to obtain approval of the Board prior to entering into the transaction; and the Board, after determining in good faith that the conditions set forth in this paragraph (5) were satisfied, ratified the transaction at its next meeting by a vote of a majority of the trustees then in office, excluding the vote of the interested trustee(s).

**Interested Trustee's Vote.**

In determining whether the Board validly met to authorize or approve a self-dealing transaction, interested trustees may be counted to determine the presence of a quorum, but an interested trustee's vote may not be counted toward the required majority for such authorization, approval or ratification.

**Persons Liable and Extent of Liability.**

If a self-dealing transaction has not been approved as provided in Section 24 of this Article, the interested trustee(s) may be required to do such things and pay such damages as a court may provide as an equitable and fair remedy to the corporation, considering any benefit received by it and whether or not the interested trustee(s) acted in good faith and with the intent to further the best interests of the corporation.

**Contracts or Transactions With Mutual Trustees.**

No contract or other transaction between the corporation and any domestic or foreign corporation, firm or association of which one or more of the corporation's trustees are trustees is either void or voidable because such trustee(s) are present at the meeting of the Board or committee thereof which authorizes, approves or ratifies the contract or transaction if:

The material facts as to the transaction and as to such trustee's other directorship are fully disclosed or known to the Board or committee, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the common trustee(s); or

As to contracts or transactions not approved as provided in subsection i. of this Section, the contract or transaction is just and reasonable as to the corporation at the time it is authorized, approved or ratified.

Notwithstanding the foregoing, this Section shall not apply to self-dealing transactions described in Section 24 of this Article above.

**Corporate Loans and Advances.**

The corporation shall not make any loan of money or property to or guarantee the obligation of any trustee or officer, unless approved by the Attorney General; provided, however, that the corporation may advance money to a trustee or officer of the corporation or any subsidiary for expenses reasonably anticipated to be incurred in the performance of the duties of such officer or trustee, if, in the absence of such advance, such trustee or officer would be entitled to be reimbursed for such expenses by the corporation, its parent or any subsidiary.

**Annual Report.**

Pursuant to Section 6321 of the California Nonprofit Public Benefit Corporation Law, the chief financial officer shall cause an annual report to be prepared and sent to each trustee not later than 120 days after the close of the fiscal year. Such annual report shall be prepared in conformity with the requirements of the California Nonprofit Public Benefit Corporation Law as it may be in effect from time to time.

**Annual Statement of Certain Transactions and Indemnifications.**

Pursuant to Section 6322 of the California Nonprofit Public Benefit Corporation Law, the corporation shall furnish an annual statement of certain transactions and indemnifications to each of the trustees no later than 120 days after the close of the fiscal year. If the corporation issues an annual report as set forth in Section 28 of this Article above, this requirement shall be satisfied by including the required information, as set forth below, in such report. Such annual statement shall describe:

Any “covered transaction” (defined below) during the previous fiscal year of the corporation involving (a) more than Fifty Thousand Dollars ($50,000) or, (b) which was one of a number of “covered transactions” in which the same “interested person” (defined below) had a direct or indirect material financial interest, and which transactions in the aggregate involved more than Fifty Thousand Dollars ($50,000). The statement shall describe the names of any “interested persons” involved in such covered transactions, including such “interested persons” relationship to the transaction, and, where practicable, the amount of such interest; provided, that in the case of a transaction with a partnership of which the “interested person” is only a partner, only the interest of the partnership need be stated.

For the purposes of this Section, a "covered transaction" is a transaction in which the corporation, its parent or its subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:

Any trustee or officer of the corporation, or its parent or subsidiary; or

Any holder of more than ten percent (10%) of the voting power of the corporation, its parent or its subsidiary.

The amount and circumstances of any indemnifications or advances aggregating more than Ten Thousand Dollars ($10,000) paid during the fiscal year of the corporation to any officer or trustee of the corporation.

For purposes of this Section, any person described in either paragraph (a) or (b) of subsection ii. above is an "interested person."

## Officers

**Officers.**

The officers of this corporation shall be a president, one or more vice presidents, a secretary, and a chief financial officer. The corporation may also have, at the discretion of the Board, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be elected or appointed by the Board. Any number of offices may be held by the same person, except that neither the secretary nor the treasurer my serve concurrently as the president.

**Appointment of Officers.**

Except as otherwise specified in Sections 3 and 10 of this Article, the officers of the corporation shall be chosen annually by the Board and each shall hold office until he or she shall resign or shall be removed or otherwise disqualified to serve, or his or her successor shall be elected and qualified.

**Subordinate Officers.**

The Board may appoint and may empower the president to appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in the bylaws or as the Board may from time to time determine.

**President.**

The president is the chief executive office of the corporation and has, subject to the control of and has general supervision, direction and control of the business and affairs of the corporation. The president has the general management powers and duties usually vested in the office of president of a corporation, as well as such other powers and

duties as may be prescribed from time to time by the Board. The president shall be an ex officio voting member of each Board committee.

**Vice President.**

In the absence or disability of the president, vice president (or if more than one (1) vice president is appointed, in order of their rank as fixed by the Board or if not ranked, the vice president designated by the Board) shall perform all the duties of the president and when so acting shall have all the powers of, and be subject to all of the restrictions upon, the President. The vice presidents shall have such other powers and perform such other duties as the Board may prescribe from time to time.

**Secretary.**

The secretary shall keep or cause to be kept, at the principal office of the corporation the State of California, the original or a copy of the corporation's Articles of Incorporation and bylaws, as amended to date, and a register showing the names of all trustees and their respective addresses. The secretary shall keep the seal of the corporation and shall affix the same on such papers and instruments as may be required in the regular course of business, but failure to affix it shall not affect the validity of any instrument. The secretary also shall keep or cause to be kept at the principal office, or at such other place as the Board may order, a book of minutes of all meetings of the Board and its committees, with the time and place of holding; whether regular or special; if special how authorized; the notice thereof given; the names of those present and absent; and the proceedings thereof. The secretary shall give or cause to be given notice of all the meetings of the Board required by these bylaws or by law to be given; shall keep the seal of the corporation in safe custody; shall see that all reports, statements and other documents required by law are property kept or filed, except to the extent the same are to be kept or filed by the treasurer; and shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

**Chief Financial Officer.**

The chief financial officer shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any trustee. The chief financial officer shall deposit or cause to be deposited all monies and other valuables in the name and to the credit of the corporation in such depositories as may be designated by the Board. The chief financial officer shall disburse the funds of the corporation as shall be ordered by the Board, shall render to the President and the trustees, upon request, an account of all transactions as chief financial officer. The chief financial officer shall present an operating statement and report, since the last preceding board meeting, to the Board at all regular meetings. The chief financial officer shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

**Removal and Resignation.**

Any officer may be removed, either with or without cause, by the Board at any time. In the case of an officer appointed by the President, the President shall also have the power of removal. Any such removal shall be without prejudice to the rights, if any, of the officer under any contract of employment. Any officer may resign at any time by giving written notice to the corporation, but without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Vacancies.**

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause, shall be filled in the manner prescribed in the bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

## Indemnification

**Definitions.**

For the purposes of this Article, “agent” means any person who is or was a trustee, trustee, officer, or employee of this corporation, or is or was serving at the request of the corporation as a trustee, trustee, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a trustee, trustee, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of this corporation or of another enterprise at the request of such predecessor corporation; and “proceeding” means any threatened, pending completed action or proceeding, whether civil, criminal, administrative or investigative; and “expenses” includes, without limitation, attorneys’ fees and any expenses of establishing a right to indemnification under Sections 4 or 5b. of this Article.

**Indemnification in Actions by Third Parties.**

This corporation may indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this corporation to procure a judgment in its favor, an action bought under Section 5233 of the California Nonprofit Public Benefit corporation Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of this corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the

best interests of this corporation, and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of this corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

**Indemnification in Actions by or in the Right of the corporation.**

This corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of this corporation, or brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or brought by the Attorney General or a person granted regulator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section:

In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to this corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.

**Indemnification Against Expenses.**

To the extent that an agent of this corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

**Required Determinations.**

Except as provided in Section 4 of this Article, any indemnification under this Article shall be made by this corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article by:

A majority vote of a quorum consisting of trustees who are not parties to such proceeding; or

The court in which such proceeding is or was pending upon application made by this corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by this corporation.

**Advance of Expenses.**

Expenses incurred in defending any proceeding may be advanced by this corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

**Other Indemnification.**

No provision made by this corporation to indemnify its or its subsidiary's trustees, trustees or officers for the defense of any proceeding, whether contained in the Articles of Incorporation, bylaws, a resolution of members or trustees/directors, an agreement, or otherwise, shall be valid unless consistent with this Article. Nothing contained in this Article shall affect any right to indemnification to which persons other than such trustees/directors and officers may be entitled by contract or otherwise.

**Forms of Indemnification Not Permitted.**

No indemnification or advance shall be made under this Article, except as provided in Sections 4 or 5b., in any circumstances where it appears:

That it would be inconsistent with a provision of the Articles of Incorporation, these bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

**Insurance.**

The corporation shall have the power to purchase and maintain insurance on behalf of any agent of this corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not this corporation would have the power to indemnify the agent against such liability under the provisions of this Article; provided, however, that this corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the corporation for a violation of Section 5233 of the California Nonprofit Public Benefit corporation Law.

**Nonapplicability to Fiduciaries of Employee Benefit Plans.**

This Article does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the corporation as defined in Section 1 of this Article. The corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subdivision (f) of Section 207 of the California General Corporation Law.

Section 11. Indemnification and the California Tort Claims Act.

Notwithstanding any other provision of this Article VI, the corporation shall have the right and obligation to insure, defend, and indemnify the corporation’s employees, officers, and directors for all claims brought pursuant to the California Tort Claims Act (Government Code Section 810, et seq.) to the fullest extent allowed under said Act.

## Miscellaneous

**Fiscal Year.**

The fiscal year of the corporation shall be a fiscal year ending June 30.

**Inspection of Corporate Records.**

The books of account and minutes of the proceedings of members and trustees, and of any executive committee or other committees of the trustees, shall be open to inspection at any reasonable time upon the written demand of any member. Such inspection may be made in person or by an agent or attorney, and shall include the right to make photocopies and extracts.

**Checks, Drafts, Etc.**

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the corporation and any and all securities owned by or held by the corporation requiring signature for transfer shall be

signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board or the executive committee, if any, or by the President.

**Endorsement or Execution of Documents and Contracts.**

Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other instrument in writing and any assignment or endorsement thereof executed or entered into between the corporation and any other person, when signed by the chair of the Board, the president, certain designated vice-presidents, the secretary or the chief financial officer of the corporation, shall be valid and binding on the corporation in the absence of actual knowledge on the part of the other person that the signing officer(s) had no authority to execute the same. Additionally, by resolution of the Board, general signatory authority may be granted and delegated to other persons on behalf of the corporation. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board or the President. Unless so authorized, no officer, agent or employee shall have any power or authority to bind the corporation to any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

## Effective Date and Amendments

**Effective Date.**

These bylaws shall become effective immediately upon their adoption. Amendments to these bylaws shall become effective immediately upon their adoption.

**Amendments.**

These bylaws may be amended or repealed and new bylaws adopted only by the Board.

[END]

# Appendix I. Draft School Safety Plan

## Old Town Academy School Safety Plan (Draft)

- Overview
- Getting To and From School Safely
- School Police
- Zero Tolerance for Weapons, Drugs and Violence
- Emergency Lockdown Procedure

**Overview**
Campus safety is Old Town Academy's top priority. Teachers, support staff, school police services and community organizations work together to prevent, prepare and respond to emergency situations.

**To ensure safety and security:**

• Each school's staff review and update an individual Safe School Plan, a state-mandated emergency response plan.
• School staff participate in regular emergency preparedness and response training.
• Substance abuse prevention programs are presented to students regularly.
• All students learn about gun safety through the Day of National Concern.
• School Police officers train regularly to respond effectively to any situation.

**Getting To and From School Safely**
To ensure maximum safety for all students, Old Town Academy and the San Diego Unified School District suggest students and parents abide by the following guidelines set by the National Safe Kids Campaign.

**Walking to School**
Pedestrian injuries are the second leading cause of unintentional injury-related deaths among children ages 5-14.

**To avoid injury**:

• Never let children under age 10 cross the street alone.
• Teach children to recognize and obey traffic signals and pavement markings.
• Choose the safest route between home and school and practice walking it with children until they can demonstrate traffic safety awareness.

**Remind kids to**:

• Cross streets only in crosswalks; never enter streets from between parked cars or from behind shrubbery.
• Always look both ways before crossing the street.
• Walk—don't run—across intersections.
• A flashing "walk" signal does not mean it's safe to cross.
• Use the same route every day and avoid shortcuts.

• Don't speak to strangers; if a stranger approaches, tell a trusted adult such as a parent or teacher.

**Riding the Bus**
More than 22,000 district students take the bus each day. Although bus travel is one of the safest ways to get to and from school, injuries can still occur, and most of them take place when children are getting on or off the bus.

**Some safety tips for riding the bus are**:
• Arrive at the bus stop at least five minutes before the scheduled arrival of the bus.
• Stay out of the street and don't horseplay while waiting.
• Wait for the bus to come to a complete stop before getting on or off.
• Remain seated and keep head and arms inside the bus at all times.
• Do not shout or distract the driver.
• Do not walk in the driver's "blind spot"--the area from the front of the bus to about 10 feet in front of the bus.

**Riding Bicycles**
Bicycles are associated with more childhood injuries than any other consumer product except the car.

**To make sure children are safe when riding bicycles to school:**
• Check with your school principal to make sure bicycles are allowed. Some schools do not allow them.
• Wear a helmet! State law requires it, and failure to wear one could result in a traffic citation. More importantly, helmets can reduce the risk of head injury by as much as 85 percent.
• Obey rules of the road; the rules are the same for all vehicles, including bicycles.
• Stay on the right-hand side of the road and ride in the same direction as traffic.
• Know and use appropriate hand signals.
• Choose the safest route between home and school and practice it with children until they can demonstrate traffic safety awareness.

**Driving**
Motor vehicle accidents are the leading cause of unintentional injury-related deaths among children age 14 and under.

**To reduce the risk of injury:**
• Always use child safety seats and safety belts correctly when driving or riding in a car.
• Arrive early—especially the first few weeks of school—and use the school's designated student drop-off and pick-up zone.
• Do not double park or make u-turns in front of the school. Police officers are issuing citations for traffic violations and there is no warning or grace period.
• Children should enter and leave the car on its curb side.

**Zero Tolerance for Weapons, Drugs & Violence**
The Old Town Academy and the San Diego Unified School District 's Zero Tolerance policy applies to middle, junior and senior high school students. The policy requires suspension or expulsion for students who violate rules related to weapons, controlled substances or violence.

**Emergency Lockdown Procedure**
If an emergency situation occurring in the vicinity of a school threatens student safety, the school may be placed under "lockdown." During a lockdown, all school doors and windows are locked and all students and staff remain in their classrooms or offices. No one is permitted to leave and no one, including parents, is allowed on campus.

Although such measures may seem extreme, they have proven effective in ensuring student safety. In fact, in an emergency, school is one of the safest places your child can be. Whenever a threat arises, schools are the focus of heightened attention from School Police and local authorities.

Should a lockdown occur, parents are asked to remain calm as school and local authorities manage the situation. If it appears the lockdown will last for an extended period of time, or go beyond dismissal time, school staff will attempt to notify parents by phone, as students will not be allowed to leave until recommended by the appropriate authorities.

Parents may be required to pick children up from school or another designated safe area, once it is determined to be safe to do so. To further ensure student safety, parents may be required to present identification. The reunification location will be given to parents over the phone if possible, and will always be publicized to the media.