



## **CHARTER RENEWAL PETITION**



**Submitted to the Hayward Unified School District  
January 28, 2021**

**By**

**Envision Education  
(a 501(c)(3) non-profit public benefit corporation)**

**Charter Renewal Term:**

**July 1, 2021 – June 30, 2026**


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## AFFIRMATIONS AND DECLARATIONS

As the authorized representatives, we, Envision Education, Inc. (“Envision Education”) and Gia Truong, hereby certify that the information in this petition for charter renewal for Impact Academy of Arts and Technology (“IA”, “Impact Academy”, or the “Charter School”), submitted to the Hayward Unified School District Board of Education ( “HUSD” or the “District”) for approval, and located within the Hayward Unified School District boundaries, is true to the best of our knowledge and belief; we also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, we understand that if awarded a charter renewal, Envision Education and Impact Academy are committed to full compliance with applicable law including but not limited to the following:

- Impact Academy shall meet all statewide standards and conduct the student assessments required pursuant to Education Code Section 60605 and any other statewide standards authorized in statute or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(d)(1)].
- Envision Education declares that it shall be deemed the exclusive public school employer of the employees of Impact Academy for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(c)(6)].
- Impact Academy shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. [Ref. Education Code Section 47605(e)(1)].
- Impact Academy will not charge tuition. [Ref. Education Code Section 47605(e)(1)].
- Impact Academy shall admit all students who wish to attend Impact Academy unless Impact Academy receives a greater number of applications than there are spaces for students. In that case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to Impact Academy shall not be determined according to the place of residence of the student or of that student’s parent or legal guardian within the State except as provided in Education Code Section 47605(e)(2). Preference in a public random drawing shall be provided as described in Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of Impact Academy in accordance with Education Code Section 47605(e)(2)(C). [Ref. Education Code Section 47605(2)(2)(A)-(C)].
- Impact Academy shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(e)(1)].
- Impact Academy shall adhere to all provisions of federal law related to students with

disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities Education Improvement Act of 2004.

- Impact Academy shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to, credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)].
- Impact Academy shall ensure that teachers hold the Commission on Teaching Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. [Ref. Education Code Section 47605(l)].
- Impact Academy shall at all times maintain all necessary and appropriate insurance coverage.
- Impact Academy shall, for each fiscal year, offer, at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves Impact Academy without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605(e)(3)].
- Impact Academy may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)].
- Impact Academy shall maintain accurate and contemporaneous written records that document all pupil attendance and make those records available for audit and inspection [Ref. Education Code Section 47612.5(a)(2)].
- Impact Academy shall on a regular basis consult with parents and teachers regarding the school's education programs. [Ref. Education Code Section 47605(d)].
- Impact Academy shall comply with any applicable jurisdictional limitations to the

locations of its facilities. [Ref. Education Code Section 47605-47605.1].

- Impact Academy shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Section 47612(b) and 47610].
- Impact Academy shall comply with all applicable portions of the Elementary and Secondary Education Act (“ESEA”), as reauthorized and amended by the Every Student Succeeds Act (“ESSA”).
- Impact Academy shall comply with the Public Records Act.
- Impact Academy shall comply with the Family Educational Rights and Privacy Act.
- Impact Academy shall comply with the Ralph M. Brown Act.
- Impact Academy shall comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1.
- Impact Academy shall comply with the Political Reform Act.
- Impact Academy shall meet or exceed the legally required minimum number of school days [Ref. Title 5 California Code of Regulations Section 11960].

*Gia Truong*

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Gia Truong, CEO, Envision Education

January 28, 2021

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Date

## EXECUTIVE SUMMARY

*In accordance with Education Code Sections 47607 and 47607.2, Envision Education, a 501(c)(3) nonprofit public benefit corporation that operates Impact Academy of Arts & Technology, petitions the Hayward Unified School District Board of Education to grant a charter renewal for Impact Academy for a five-year term from July 1, 2021 through June 30, 2026.*

We are submitting our charter renewal during one of the most disruptive times in human history. We are all feeling a tremendous amount of emotions including anger, fear, despair, and anxiety with all the change and uncertainty from the pandemic and the ongoing racial oppression we are seeing every day. It is also a time to reaffirm our commitment to serve Black, Latinx and other marginalized communities and to continue to adapt and reimagine our systems to ensure that they are anti-racist and pro-Black. We recognize that this moment represents both a serious responsibility and an unprecedented opportunity to reimagine systems and learning for our students to truly address both academic acceleration and social-emotional support, ultimately strengthening student outcomes.

The staff at Impact Academy along with the entire Envision Education community have been on a journey to become an anti-racist and pro-Black organization for the last three years. We have partnered with the National Equity Project and Leadership for Liberation to provide our whole organization including Envision's board of directors with ongoing professional learning to center the voices and experiences of the communities we serve. This work has prepared us to respond to the challenges of the pandemic and racial uprising as a community.

This summer, we engaged students, teachers, and parents to design our distance learning program to ensure we not only accelerate learning during a time of potential learning loss, but that we also support the well-being of our students and teachers. We have put together a distance learning program that focuses on safety, data and humility, differentiation with high expectations for all, and wellness centered and trauma-informed learning. The strengths and areas of improvement below, our guiding principles, and the work and learning from this year will inform our instructional program for the next five years.

### **Charter Renewal Criteria**

#### **Evidence of Meeting Charter Renewal Criteria Pursuant to Education Code Section 47607.2(b) (middle tier)**

Pursuant to the amendments made to Education Code Section 47607, and the creation of Education Code Section 47607.2, by Assembly Bill 1505 (2019), at the time of charter renewal, a chartering authority shall consider the performance of the charter school on the state and local indicators reported the California School Dashboard (“Dashboard”), and, in some circumstances, the performance of the charter school on assessments deemed to be verified data.



In addition to the shift toward assessing Dashboard data, Assembly Bill 1505 also created a three-tiered system of evaluating charter schools’ performance, plus a separate category for Dashboard Alternative School Status schools. Each of the three tiers has unique qualifying criteria.

Impact Academy fits into the middle tier, and is eligible for charter renewal, as demonstrated in the elements outlined below - Dashboard Performance and Measurable Increase in Academic Performance as measured by Postsecondary Outcomes. The California Department of Education has also determined that Impact Academy is a middle tier charter school.

**Dashboard Performance**

Education Code Section 47607.2(b) states:

- (1) For all charter schools for which [top and bottom tier] do not apply, the chartering authority shall consider the schoolwide performance and performance of all subgroups of pupils served by the charter school on the state indicators included in the [Dashboard] and the performance of the charter school on the local indicators included in the [Dashboard].*
- (2) The chartering authority shall provide greater weight to performance on measurements of academic performance in determining whether to grant a charter renewal.*

“Measurements of academic performance” are defined in statute as “statewide assessments in the California Assessment of Student Performance and Progress system, or any successor system, the English Language Proficiency Assessments for California, or any successor system, and the college and career readiness indicator.” (Education Code Section 47607(c)(3).)

The following table displays Impact Academy’s and the State’s indicators for the 2018-19 school year. Impact Academy has California Dashboard data for 2018-2019 but there is not an associated color indicator to show an increase or decrease from the previous year due to a change in our CDS code due to an approved grade expansion in 2017-18 to serve grades 6th - 12th. There is no California Dashboard data for 2019 - 2020 due to COVID-19.

<b>Indicator</b>	<b>State - 2019</b>	<b>Impact Academy - 2019</b>	<b>Comparison</b>
CAASPP ELA* (distance from standard)	-2.5	+17.8	<b>Better</b>
CAASPP Math*	-33.5	-56.6	<b>Below</b>

(distance from standard)			
English Learner Progress *	48.3% Making progress towards English language proficiency/Medium Performance Level	57.3% Making progress towards English language proficiency/High Performance Level	<b>Better</b>
Graduation Rate	85.9%	99%	<b>Better</b>
Suspension Rate **	5.7%	3.75%	<b>Better</b>
Chronic Absenteeism +	10.1%	3.5%	<b>Better</b>
College/Career Readiness	44.1%	57%	<b>Better</b>

*\*Distance from standard data and English Learning Progress data is not available disaggregated by grade level for the State, so the state data includes grade levels not served by Impact Academy.*

*\*\*Suspension rate is for grades 7th-12th. Aggregated data in CDE Dataquest is available by grade spans: K-3; 4-6; 7-8; 9-12*

*+Chronic Absenteeism is a performance indicator for grades K-8. This data is for grade span 6th - 8th.*

As demonstrated above, Impact Academy has outperformed the State in English Learner Progress, Graduation Rate, College/Career Readiness, Chronic Absenteeism, Suspension rates, and CAASPP ELA. The area that Impact has performed lower than the state, CAASPP Math was identified as a growth area that we have been working to address as a school and network. We share some strategies, actions taken, and some preliminary outcomes we have experienced as a result.

**Measurable Increases in Academic Achievement**

*(3) In addition to the state and local indicators, the chartering authority shall consider clear and convincing evidence showing either of the following:*

*(A) The school achieved measurable increases in academic achievement, as defined by at least one year’s progress for each year in school.*

*(B) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers.*

*(4) Subparagraphs (A) and (B) of paragraph (3) shall be demonstrated by verified data ....*

“Verified data” is defined in statute as “data derived from nationally recognized, valid, peer-reviewed, and reliable sources that are externally produced.” (Education Code Section 47607.2(c)(1).) Impact Academy demonstrates measurable increases by section (3)(B), strong postsecondary outcomes.

## Postsecondary Outcomes

Impact Academy meets the criteria for charter renewal and demonstrates measurable increases in academic achievement through our impressive postsecondary outcomes as exhibited below.

A student's post-secondary success is predicted and measured in several stages. Impact Academy has excellent postsecondary outcomes, as demonstrated by our:

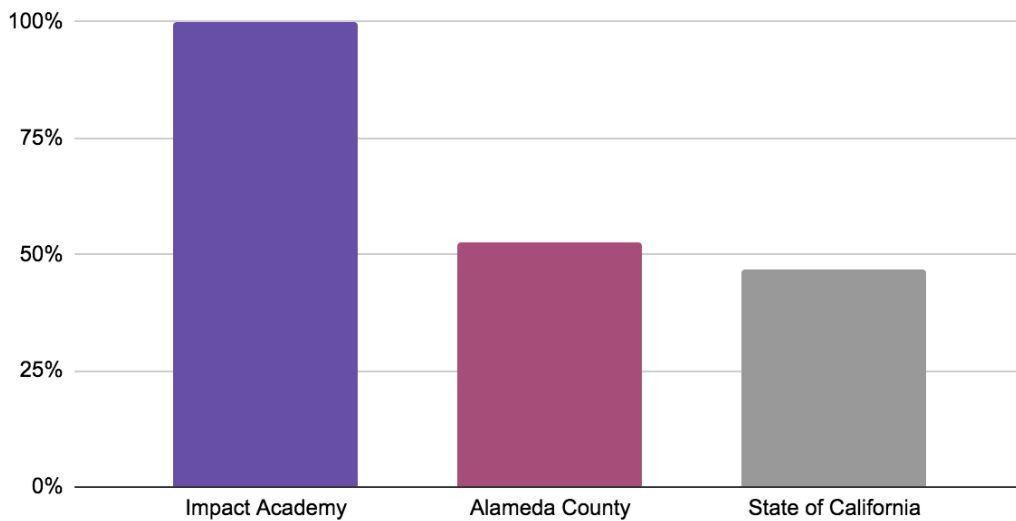
- Graduation Rates
- College Acceptance Rates
- College-going Rates
- College Persistence Rates
- College Going Culture

Impact Academy's graduation rate has been consistently high over the past two years at 98.04% and 99.12% for school years 2018-2019 and 2019-20 respectively. Additionally, these high graduation rates are reflected across student subgroups and significantly outperform State graduation rates.

<b>Graduation Rates</b>				
	<b>2018 Rate</b>	<b>2019 Rate</b>	<b>State of California 2019 Rate</b>	<b>Percentage Points above State 2019</b>
All Students	98.04%	99.12%	84.50%	+15
Black/African American	86.67%	100%	76.80%	+23
Latinx	100%	98.63%	82.10%	+17
EL	100%	90%	68.70%	+31
Students with Disabilities	100%	88.89%	67.70%	+32

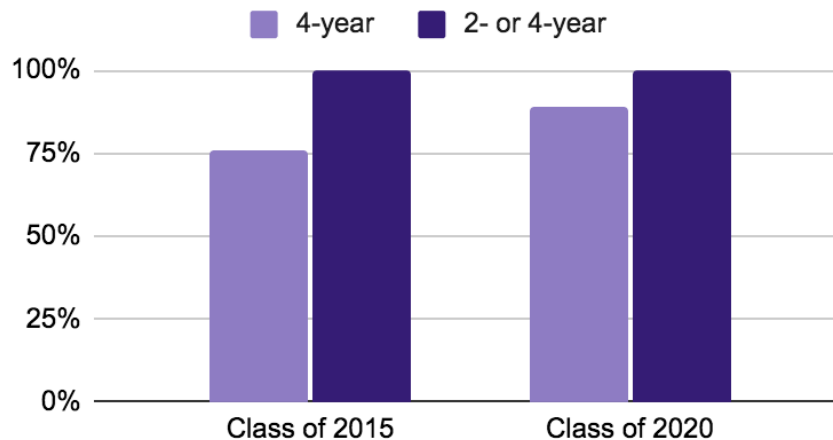
100% of Impact Academy graduates complete the A-G course requirements for admission into the UC or CSU systems. This is significantly above the State of California average of 46.8% and Alameda County average of 52.5% of graduates meeting UC/CSU entrance requirements in 2016-17.

### UC/CSU Eligible at Graduation A-G Course Requirement Completion - 2016/17



Impact Academy’s Class of 2020 had an 89% 4-year college acceptance rate and 100% 2- or 4-year college acceptance rate. Our 4-year college acceptance rate has increased by 17% in the five year period of our charter from 76% to 89%. Impact Academy is above the national average of 49.3% for 2- or 4- year college acceptance rate.

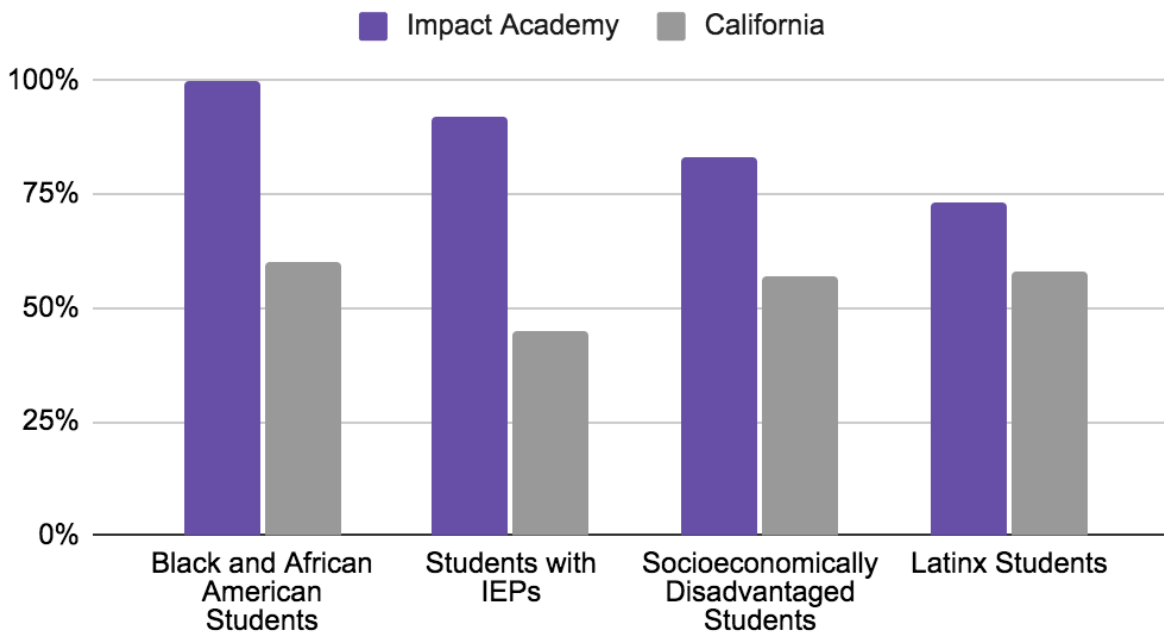
### Impact College Acceptance Rates



The College-going Rate (CGR) is defined as the percentage of California public high school students who completed high school in a given year and subsequently enrolled in any domestic, postsecondary institution within 12 - 16 months of completing high school. Impact Academy significantly outperforms the State of California in college-going rates for students. Impact Academy’s overall CGR is 81.6% compared with the State of California’s 64.4% rate in 2017-18. Additionally, CGRs for 100% for Black students, 92% for Students with IEPs, 83% for

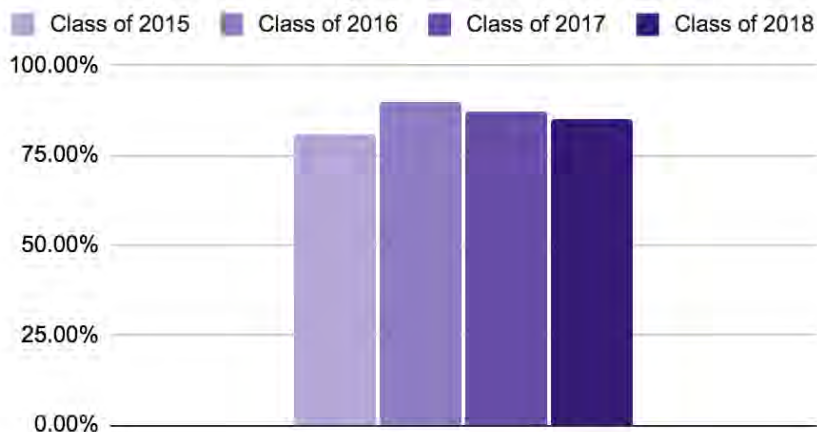
Socioeconomically Disadvantaged Students and 73% for Latinx students. The below table demonstrates Impact Academy’s ability to serve all students, including historically marginalized groups, to enroll and ultimately succeed, in college.

### College-going Rates - 2017/18



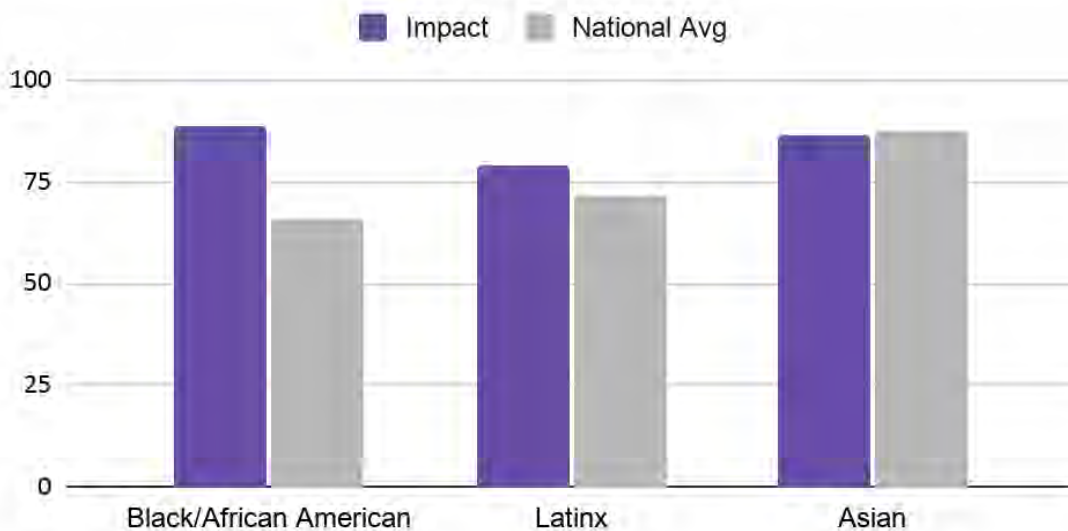
Impact Academy’s graduates have enrolled in college, and persisted from the first to the second year at high percentages averaging over 85% for the Classes of 2015 - 2018. This is well above the national average of 69% and is fulfilling our mission to support students to enroll and succeed in college and beyond.

### Impact College Persistence Rates

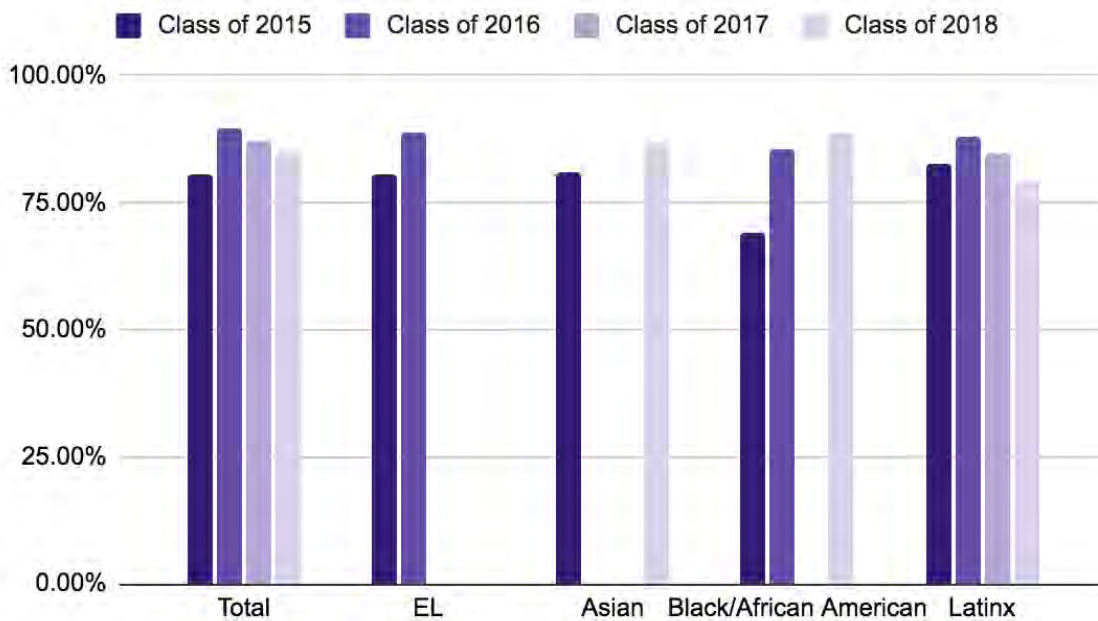


Impact has consistently high college persistence rates for historically marginalized subgroups. College persistence for Impact’s Black and Latinx students for the Class of 2018 were 89% and 79% respectively and above the state average. College persistence rates for Black and English Learner designated students have continued to increase from 2015 - 2018.

### Impact and National College Persistence Rates Class of 2018 by Race/Ethnicity

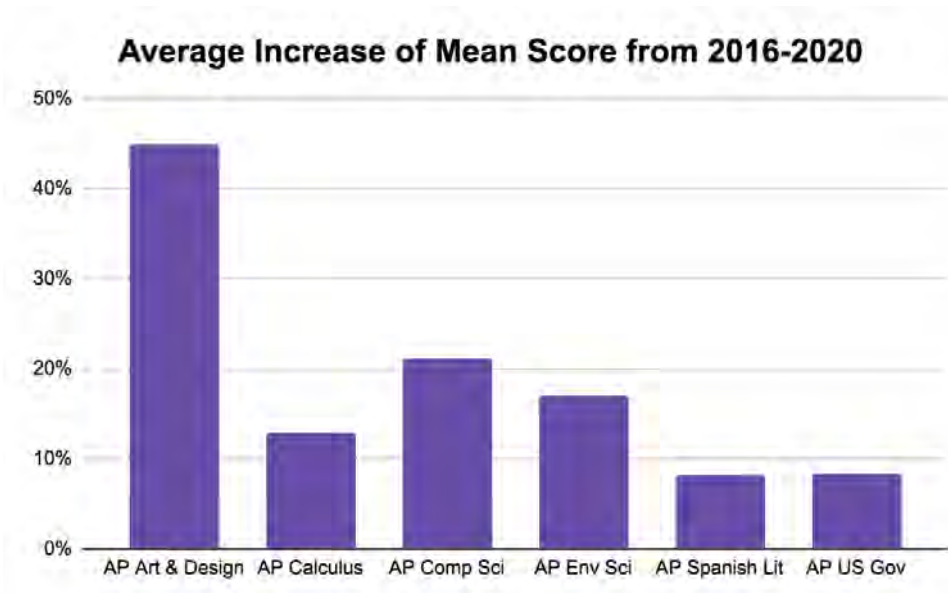


### Impact College Persistence Class of 2015-2018



*\* Some subgroups in some years do not have a significant enough population to report data or it is not disclosed for privacy reasons*

Impact Academy continues to strive to realize our vision of inspiring and preparing every student for acceptance and success in a 2 or 4-year college by cultivating a college going culture beginning in 6th grade. College acceptance, enrollment, graduation, and success are expectations for all our students. We believe in Advanced Placement (AP) for all. All seniors take at least one AP class and the accompanying AP test to provide access to rigorous, college-level material. Over the past five years we have offered the following AP courses: AP Calculus, AP Environmental Science, AP Spanish Literature, AP Studio Art and our students have taken the following AP exams: AP Art & Design, AP Calculus, AP Chemistry, AP Computer Science, AP Environmental Science, AP Physics, AP Spanish Literature, AP Spanish Language, and AP US Government. In the five year period from 2016 - 2020 we have seen improved results in our mean AP scores. This demonstrates the effectiveness of our instructional program to produce improved results.



To achieve these college persistence rates, in addition to our core academic program and the Portfolio Defense assessment experience, we undertake the following comprehensive set of strategies:

- 1:1 counseling program with a College Advisor over the course of junior and senior year to help students identify schools they want to attend, create a plan for applying to colleges, for financial aid and scholarships, and completing the many other components required for ensuring their acceptance to college.
- Partnership with UAspire to support the financial path to college for students.
- Support for all students in completing a FAFSA or Dream Act application for financial aid and navigating offer letters and the other financial components of the college application process.
- Annual CSU App Day where students are supported to apply to at least one CSU.
- Annual “Cash for College Night” where families can come and get assistance filling out



the FAFSA/Dream Act with teachers and volunteers.

- Field trips during every year of high school to colleges and college fairs.
- Career and college transition plans for students with IEPs
- Workplace Learning Experience (WLE) is a graduation requirement (and one of the artifacts of the College Success Portfolio) that requires students to successfully attain and complete a project-based internship with a company or organization related to an industry or career they are interested in. The program requires students to gain hands-on experience in the workplace and to document their experience and reflections in an online blog that is structured through specific daily prompts. This program helps students transition to the workplace because it allows them to experience employment and all the various responsibilities associated with it firsthand.

### **Impact Academy's Strengths and Growth Areas**

Innovate Public Schools has named Impact Academy a top performing public high school for low-income Latinx students in the Bay Area, ranking #1 in 2020 and 2019, and #2 in 2016. This acknowledgement, based on analysis of CAASPP results, affirms Impact Academy's commitment to achieving transformational results for Hayward students. For more detail, please see Appendix A.

Impact Academy has demonstrated strong academic results, and we continue to analyze and reflect on our education program in the context of preparing our students for success in the Common Core State Standards (CCSS) and in the 21st century. Impact Academy and Envision Education, Inc. has both impressive assets and strengths, and clear opportunities for growth.

#### **Assets & Strengths:**

- Our Envision College Success Portfolio (CSP) model prepares students for college success and is aligned to the Common Core State Standards, California State Content Standards, and Next Generation Science Standards (hereinafter referred to as the "State Standards").
- Students have many opportunities to engage in 21st century learning including projects and work-learning experiences in the 11th and 12th grades.
- Both administrative and teaching staff are effective and committed.
- A strong academic culture is established at Impact that promotes college for all.
- A collaborative culture with high levels of instructional coherence across and within grade levels is present.
- A solid Special Education Department supports a full inclusion program for students with special needs.
- Impact has built a vibrant professional learning community through meaningful professional development, dedicated time for collaboration, and effective coaching.
- Impact's Tiered Intervention framework provides and guides effective student support.



- Through a long and collegial partnership with Psychological Services Center, we provide high quality and systematic socio-emotional support to our students.
- Teachers have high instructional capacity, especially around literacy due to a focus on literacy instruction.
- Impact provides parents many opportunities to be involved in their child's education including family conferences, exhibitions, 8th grade Promotion Portfolio, College Success Portfolio, and Benchmark defenses, college advising workshops, and the Spartan Family Association meeting.
- Impact Academy has been focused on - and therefore seen success in - school climate and culture. In part this was driven by the need to address our previously high suspension rates. As a result of this focus our suspension rate declined from 10.4% in 2016 to 3.8% in 2019 and is below the state average for the grade levels we serve.

**Areas for Growth:**

- CAASPP Math performance

**CAASPP Math Performance:**

To address our inconsistent scores and lower performance than the state average in Math, both overall and for our subgroups of students, we have set an instructional priority of Disciplinary Pedagogy. Teachers are expected to plan their units using the Understanding by Design framework, explicitly addressing goals, transferable skills, enduring understandings, essential questions, knowledge, and skills. Units will balance standards-based competencies and Envision's Graduate Profile competencies. Units will include beginning-of-the-unit entry-tasks and end-of-unit performance tasks that target prioritized standards and competencies identified in the unit plan with multiple prompts and/or questions. We are providing exemplar synchronous and asynchronous lessons in Math, ELA, Social Science, and Science, along with content planning guidelines.

In Math, we have a centrally-supported, common curriculum that ensures standards-alignment and rigor and allows teachers to accelerate learning to address gaps. The school-wide math curriculum outlines a scope and sequence for each grade, mostly using Illustrative Math, which is a Common-Core-aligned curriculum. Every teacher participates in a discipline-specific Professional Learning Community that meets weekly with a Lead to plan instruction, develop unit plans, and analyze student work. In addition, we provide coaching to teachers, especially new teachers.

For the past two years, Impact Academy and our entire network have engaged in comprehensive efforts to improve math achievement by increasing the level of productive struggle students experience in their math classes. Our long term goal is for math instruction to result in widespread student math fluency, enabling STEM career and college readiness for our graduates. Our work this past year has been to ensure that every math teacher has the capacity to facilitate

instruction that cultivates math fluency, and that all Envision students are able to actively engage in the productive struggle activities that promote sustained learning.

To bring this to fruition, our Director of Math is leading our work around the following key strategies:

- Build instructional cohesion around rigor and cross course content sequencing;
- Align assessment standards to the scope and sequence document and organize inquiry cycles that are informed by the data;
- Build teacher capacity to make data informed instructional decisions.

This priority focus has begun to yield results including the below highlights for Impact Academy in 2019 - 2020:

- In the Middle Grades, 100% of the content standards that were re-engaged on Math Common Interim Assessments (CIA) saw growth.
- In the High School, Algebra 1, 2, Pre Calculus, and Calculus had gains from the second to the third CIA.

The data shows that we are making progress and experiencing growth. It demonstrates when our students re-engage content they have struggled with in the past, they experience growth and improved achievement. Critically, these CIAs are aligned to CAASPP, indicating that we are making progress towards improving our students' outcomes on these gatekeeping assessments. Based on this data, we feel confident that we would have seen growth in our Math scores if the state had administered CAASPP in the spring of 2020.

### **Partnership with Hayward Unified School District**

Envision Education and Impact Academy are eager to continue our partnership with HUSD and have benefitted from the high quality oversight and support from our colleagues in the important work of serving Hayward youth.

We appreciate the support of the HUSD staff and board over the past decade and look forward to many years of fruitful partnership to come.

## ELEMENT A: EDUCATIONAL PHILOSOPHY AND PROGRAM

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

*The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.— Education Code Section 47605(c)(5)(A)(ii)*

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

### **About Envision Education**

Envision Education is an innovative, non-profit educational organization established to create and sustain excellent, small public schools that serve diverse student bodies in the Bay Area. Envision Education operates three schools: City Arts & Tech opened in San Francisco on August 31, 2004; Envision Academy (“EA”), opened on August 21, 2006 in Oakland; and Impact Academy of Arts and Technology (“IA”) opened in Hayward in August 2007. The mission of Envision Education is to transform the lives of students – especially those who will be the first in their families to attend college – by preparing them for success in college, career, and in life.

Only 69%<sup>1</sup> of students who complete high school enroll in college within the first year after graduation and only 29%<sup>2</sup> of 25- to 29-year-old Black students and 21% of 25- to 29-year-old Latinx students receive a bachelor’s degree (2018). At Envision Schools, students are enrolling and persisting in college at much higher rates.

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<sup>1</sup> National Center for Education Statistics. [https://nces.ed.gov/programs/coe/indicator\\_cpa.asp](https://nces.ed.gov/programs/coe/indicator_cpa.asp)

<sup>2</sup> National Center for Education Statistics. [https://nces.ed.gov/programs/coe/indicator\\_ctr.asp](https://nces.ed.gov/programs/coe/indicator_ctr.asp)

	<b>College Enrollment During First Year After High School</b>		
	<b>CAT</b>	<b>EA</b>	<b>IA</b>
<b>Class of 2017</b>	80%	89%	86%
<b>Class of 2018</b>	79%	75%	87%
<b>Class of 2019</b>	79%	74%	78%
<b>California Average (17-18)</b>	<b>64%</b>		
	<b>Black/African American</b>		
	<b>CAT</b>	<b>EA</b>	<b>IA</b>
<b>Class of 2017</b>	84% (16/19)	81% (21/26)	* (*/8)
<b>Class of 2018</b>	73% (8/11)	73% (30/41)	100% (18/18)
<b>Class of 2019</b>	80% (8/10)	86% (19/22)	100% (12/12)
<b>California Average (17-18)</b>	<b>60%</b>		
	<b>Hispanic/Latinx</b>		
	<b>CAT</b>	<b>EA</b>	<b>IA</b>
<b>Class of 2017</b>	74% (31/42)	92% (33/36)	84% (66/79)
<b>Class of 2018</b>	79% (30/38)	74% (29/39)	82% (42/51)
<b>Class of 2019</b>	76% (31/41)	67% (34/51)	76% (53/70)
<b>California Average (17-18)</b>	<b>58%</b>		

\* Data not provided for small subgroups to protect student privacy

At the core of our organization is a commitment to historically marginalized students, for whom educational inequity is too often the status quo. We exist to interrupt that status quo, and we achieve our mission in two primary ways: through Envision Schools and Envision Learning Partners (ELP), which scales our Portfolio Defense Model to districts across the country.

At Envision Schools, we engage students in a transformational learning experience by expecting students to demonstrate mastery of challenging academic work and 21st Century Leadership Skills through performance; creating authentic projects and presenting their work to a public

audience; completing a workplace learning experience; forming deep relationships with staff; and participating in a community of learning. We believe that by entering, succeeding in, and graduating from college our students transform the trajectories of their lives and eventually their communities.

In addition to operating high-performing schools, Envision Education oversees Envision Learning Partners (ELP), a consultancy division, which scales our model and delivers on the fundamental promise of charter schools: to incubate innovative, effective educational strategies and share them with district-run schools. ELP's mission is to engage every student in America in a high-quality performance assessment system, and the organization has emerged as the national leader in supporting schools to design and implement school improvement strategies through high-quality performance assessment and the Portfolio-Defense model. ELP works with more than 1,500 teachers and leaders in over 60 public school districts, schools, and state departments of education across the country to increase the number of students who are truly prepared for success in college, career and life. Through its coaching and professional development work, ELP is reaching over 300,000 students each year. This approach has demonstrated game-changing results for students, and has fundamentally changed teaching and assessment in a variety of school environments.

While ELP serves schools and districts across the country, from Hawaii to New England, we are especially proud of our work that remains rooted in the Bay Area. Local district clients include Oakland Unified, Alameda Unified, San Rafael City Schools, Novato Unified, and San Francisco Unified.

In 2018, members of the Stanford Center for Assessment, Learning and Equity (SCALE) joined the Envision Learning Partners team. Together, we have continued to refine our resources and expand our approach of partnering with school, district and state leaders to design and implement rigorous, reliable systems for evaluating learning and providing actionable feedback that meet the unique needs of each student. This robust consulting team is supporting even more schools as they adopt and adapt the research and resources developed at Stanford University, helping teachers and school leaders give every student an educational experience where they feel confident and valued.

Another focus area for ELP is supporting and advancing the careers of educational leaders of color. We are currently facilitating the fourth cohort of the Deeper Learning Leadership Forum (DLLF). The cohort functions as a professional learning community for education systems leaders with influence over a system or network of schools. DLLF seeks to address the questions and issues of educational inequity by bringing together education leaders and providing them with learning and networking opportunities to help them lead reform efforts in their local systems and around the country.

## **Envision's Core Values**

We are passionate about meeting our mission and we do this through the actualization of our Core Values. In service of our mission, we use these core values to guide our actions and decisions every day with our colleagues, our students, their parents, and our partner organizations.

A *value* is what we believe is true about ourselves or what we aspire to. A *competency* is a pattern of thinking, feeling, acting, or speaking that enables us to be successful in a job or role.

### **Team**

- We believe that collegiality and collaboration create community and richer solutions and that only by working together can we fully achieve our mission. We do this by:
  - Building trust, empathy, and alliances across diverse groups
  - Using structures to collaborate productively
  - Bringing positive intent and going to the source to resolve conflict

### **High Expectations**

- We believe that if we set high expectations for ourselves, our team, and our students, then we will achieve breakthrough results. We do this by:
  - Relentlessly pursuing our mission and empowering our students
  - Setting goals, planning a course of action, and delivering results
  - Using evidence and making decisions based on data

### **Equity**

- We believe in examining our biases, removing the predictability of success that correlates with race and other aspects of identity, and creating inclusive environments. We do this by
  - Identifying biases in ourselves and inequities in our organization
  - Interrupting inequity by taking action and following through
  - Acting with honesty, humility, and integrity

### **Learning**

- We believe in the power of learning and that by consistently examining both our successes and our failures we become smarter and stronger. We do this by:
  - Giving and accepting feedback
  - Reflecting on our work and demonstrating self-awareness
  - Engaging in ongoing learning and growth

### **Persistence**

- We believe that the path toward accomplishing our vision is challenging, so we

innovate, honor our commitments, and never give up. We do this by:

- Demonstrating tenacity and resilience
- Holding ourselves and others accountable
- Engaging in creative problem solving

## **History & Accomplishments**

Impact Academy was founded by Envision Education, a non-profit public benefit corporation with an extensive level of expertise in the following areas critical to charter school success:

- **Curriculum, Instruction and Assessment**
- **Finance, Facilities, Operations, and Business Management; and**
- **Organization, Governance, and Administration**

In developing City Arts & Tech, Envision Academy, and Impact Academy, Envision Education demonstrated the skills and capacity to create and operate successful charter middle and high schools by developing outstanding curriculum and school models, recruiting students and families, hiring excellent teachers, raising money, acquiring facilities, and successfully operating schools.

Envision Education has developed deep partnerships with the Stanford School of Education School Redesign Network (SRN) to develop a nationally recognized Performance Assessment system that has been adopted by schools across the country and is now being studied by several state boards of education for rollout on an even larger scale. Envision Education has begun conversations with the Alameda County Office of Education to replicate this work at traditional public schools in Alameda County and leverage our partnership with the Stanford School of Education.

## **Impact Academy - Mission and Core Values**

With the approval of this charter, Impact Academy will continue to serve students, grades 6th through 12th, in south Hayward. Impact's primary mission is to prepare and inspire ALL students to enter, succeed in, and graduate from college, career, and life. We believe that Relevance + Rigor + Relationships = Results. We engage diverse student bodies in rigorous and authentic education through an interdisciplinary curriculum, traditional academic coursework, standards-based instruction, graduate profile, and a performance assessment portfolio system.

As a school, we function in two parts:

- 1) Middle Grades (IAMG) (6th-8th)
- 2) High School (IAHS) (9th-12th)

In the Middle Grades, our mission is: “We love learning, crave excellence, and access our agency so we **ALL** become leaders in our community, college, and careers.” We have established Core Values, Staff Norms, and student Community Agreements that mirror and support the core values of Envision Education. In service of the mission, Impact Academy uses the Core Values, Staff Norms, and Community Agreements to guide our actions and decisions every day with colleagues, students, parents, and partner organizations

### **IAMG Core Values:**

- Growth
- Respect
- Community
- Agency
- Joy

### **IAMG Staff Norms:**

#### **GROWTH**

- We are innovative risk-takers: we do not settle!
- We are open to feedback, change, and new ideas.
- We persevere by reflecting on, learning from, and celebrating our mistakes.
- We hold ourselves and each other accountable to move our community forward.

#### **RESPECT**

- We actively and respectfully engage with all community members.
- We approach each other with an open mind.
- We assume positive intent.
- We speak with empathy and understanding about issues that may arise.
- We discuss ideas, not people.

#### **COMMUNITY**

- We include all members in our community.
- We support each other’s personal and professional growth.
- We believe that we are most effective through our collective work.

#### **AGENCY**

- We actively listen in order to understand and empathize with each other.
- We go to the source to maintain an open and honest community.
- We step up and step back to allow for equity of voice across all school communities.
- We provide and seek feedback that is constructive and solutions-oriented.
- We are open and honest about our abilities and capacities while remaining mission and student-centered.



## JOY!

- We affirm our actions and successes through props and random acts of kindness.
- We advocate for and support students in need.
- We create a positive, inclusive, and joyful community.
- We make school fun and exciting by thinking outside the box!

## IAMG Student Community Agreements:

- **Growth:** We empower each other to try our best and grow from mistakes
- **Respect:** No matter what, we respect each other for who we are.
- **Community:** We support and include each other in the community.
- **Agency:** We work in teams to grow as leaders.
- **Joy:** We motivate our peers to spread positivity.

Our Impact Academy High School community has also established core values and aligned our student Code of Conduct and staff norms to reflect those values. Impact Academy uses our core values to guide our actions and decisions every day with colleagues, students, parents, and partner organizations.

## Impact Academy High School Student Code of Conduct:

### Respect

- We respect each other's learning and the learning environment.
- We give respect to all of the people on our campus. If we disagree, we resolve the conflict in a timely conversation.
- We actively listen to one another with an open mind.
- We respect our learning time and our belief in creating strong relationships by keeping all electronics silent and out of view during the school day, except during Library Time.
- We consume food/drinks/gum at appropriate times.
- We use language that demonstrates academic identity and promotes safety, learning, and growth.
- We respect each other's personal space by not engaging in play fighting or public displays of affection.

### Growth

- We know, model, and exceed expectations. When we know better, we do better.
- We take chances, own our mistakes and use them as opportunities to grow.
- We grow by creating original work and citing sources when referencing the work of others.
- We strive to show growth as empathetic members of our community.

## **Joy**

- We celebrate each other's wins and growths.
- We practice positivity in our daily interactions and at school events.
- We look for and create moments of joy and joyful rituals in classrooms and community.

## **Community**

- We lift up and support each other by building relationships.
- We act as upstanders, not bystanders.
- We take proactive steps to keep our community safe.
- We peacefully resolve conflicts and keep our community free from harassment, violence, and bullying- online and in person..
- We take care of our community environment by respecting personal and school property, and putting all trash in the appropriate bins.
- We keep our community members safe by walking on campus and storing skateboards, bikes, scooters, etc. in designated spaces.
- We express ourselves through appropriate and safe clothing.

## **Agency**

- We make choices that provide access and opportunity.
- We follow through on our commitments.
- We take initiative. We ask for what we need. We do what needs to be done.
- We invest in our futures by refraining from drugs and alcohol.
- We show up ready to learn, on time, and prepared.

## **Impact Academy Core Values and Staff Norms:**

We show **respect** by:

- Leaving spaces better than we found them
- Ensuring equity of voice and listening to understand diverse perspectives
- Being conscious of each other's time and energy
- Apologizing for our mistakes and doing better

We show **community** by:

- Holding each other to high expectations
- Using language, attitudes, and actions to productively advocate for and support our community
- Building inclusive relationships
- Being open and vulnerable

We show **growth** by:

- Soliciting, offering, and implementing feedback
- Asking questions to understand and engaging in courageous conversations
- Trying new things
- Using asset-based language with each other and our students
- Supporting and pushing other's growth, no matter where we are in our professional journeys

We show **agency** by:

- Knowing that our actions and beliefs impact students
- Going to the source with concerns
- Speaking our truth to change systems

We show **joy** by:

- Celebrating successes
- Sharing our passions
- Appreciating each other formally through rituals and informally with food and games
- Humanizing each other professionally and personally

### **Impact Academy Meeting Norms\***

- Meetings begin and end on time and agenda contains time frames
- Roles rotate with every meeting
- Meetings start with a check-in and close with props and celebrations
- Agendas are created at leadership meetings
- Facilitator distributes agenda items before the meeting
- Time is reserved for student participation
- Time is reserved for reflection and thinking during the meetings

*\*This is a living document – we will check in on norms as needed. As a staff we will undergo a self-assessment of norms during the year to encourage mindfulness.*

The hallmark of Impact Academy is a personalized curriculum that integrates the core values, our graduate profile, rigorous academics, culturally sustaining pedagogy, restorative practices, technology, and creativity, enabling students to become self-motivated, competent, lifelong learners.

Impact Academy will continue to achieve its mission and contribute to fulfilling the legislative intent of the Charter Schools Act of 1992. This petition contains reasonably comprehensive descriptions of the elements described in California Education Code Section 47605(b)(5)(A)-(P).

## **Leadership Team for Impact Academy**

### **Joel Key, Principal, Impact Academy Middle Grades**

Joel has worked at Impact Academy since 2008. He started as the founding Visual Arts teacher and helped found the 10th, 11th, and 12th grades as Lead Teacher. He became the Vice Principal of Student Support in 2012, received his Administrative Credential through the New Leaders Aspiring Principals Program, and founded the Middle Grades in 2016. He launched Impact Academy's Workplace Learning Program, which has placed over 600 students in internships around the Bay Area. Joel double majored in Spanish Language and Visual Arts at Occidental College and earned his MA in Teaching Spanish through the New York Teaching Fellows at Lehman College.

### **Clare Green, Principal, Impact Academy High School**

Clare is in her fourth year as principal of Impact Academy. Before taking on the leadership role, she taught US History to 11th graders at Impact for six years. She completed her teaching credential in New York City, teaching in the Bronx from 2008-2011, before deciding to return to her hometown of Hayward to serve in the community where she grew up. She is currently studying to complete her Master's Degree in Educational Leadership through California State University East Bay.

### **Gia Truong, CEO**

Gia Truong is Envision Education's CEO. Envision Education's unique approach consists of two strategies: operating charter schools and providing training and consulting services to others through its Envision Learning Partners division. Under Gia's leadership, our acclaimed Portfolio Defense model is helping students, in our schools and around the country, develop what they need most to thrive: academic knowledge, leadership skills, the ability to reflect, and a mindset for growth. Gia leads Envision Education with a strong commitment to and focus on educational equity for all students, as well as a focus on providing exceptional Deeper Learning opportunities to students.

Gia is a Leading for Equity Fellow with the National Equity Project, where she collaborates with other leaders to foster positive change on behalf of historically under-served students and families. She is also a member of Education Leaders of Color, an organization dedicated to elevating the leadership, voices, and influence of people of color in education.

Prior to joining Envision, Gia was the Executive Officer of Oakland Unified's Curriculum and Instruction Department, where she led strategic planning and reorganization, as well as OUSD's Effective Principals and Leadership Task Force. Prior to that she was OUSD's Network Executive Officer and led a network of middle schools. She also served as principal of Urban Promise Academy and as a teacher for eight years in both district and charter schools. Gia has a BA in Psychology with a minor in Asian-American Studies from San Francisco State University,

an MA in Teaching from Brown University, and earned her Administrative Credential through the New Leaders Principal Residency Program.

**Sarah Chostner, Chief People Officer**

Sarah leads and supports the talent, enrollment, development, and communications teams at Envision Education. Prior to joining Envision, Sarah served in multiple roles at Summit Public Schools, leading adult learning, summer programming, growth, and facilities. Sarah began her career in education at the Bridgespan Group in Boston, advising nonprofits in strategy, and she discovered her passion for education through teaching a theater program in Boston Public Schools in college. Sarah holds a BA in Astronomy & Astrophysics from Harvard College and a joint Master in Education and MBA from Stanford University.

**Javier Cabra Walteros, Chief Academic Officer**

Javier Cabra Walteros is the Chief Academic Officer (CAO) at Envision Education. In this role, Javier leads academic programming, school culture programming, and leadership development in partnership with Envision’s Director of Instruction, Director of Math, Director of Special Education, and Principals and Vice-principals. Javier joins Envision after 13 years as a humanities teacher, resident Principal, Principal, and Associate Superintendent at Aspire Public Schools in the Los Angeles and Bay Area Regions.

**Sele Nadel-Hayes, Chief Operating Officer**

As Chief Operating Officer, Ms. Nadel-Hayes leads Envision Education’s operations and finance teams, ensuring Envision Education’s operational and financial health and sustainability. Most recently, Ms. Nadel-Hayes was Envision’s Director of Operations and Finance and was responsible for school site operations, compliance, facilities, risk management, nutrition services, procurement, and financial management. Ms. Nadel-Hayes joined Envision Education after nearly nine years at Oakland Unified School District, including Financial Services Director in the Budget Department, where she developed and implemented a budget monitoring and management system for 86 schools and 40 departments, and as Manager of Operations Support leading a team of coaches charged with optimizing operational systems at schools across the district. She previously served as the Youth & Training Director of the Freedom Archives and the Organizational Development Administrator for Kids First. She holds a BA in Political Science with a minor in Geography from Macalester College and a Master of Public Policy from the Goldman School of Public Policy at UC Berkeley.

**Justin Wells, Executive Director, Envision Learning Partners**

Justin Wells is the Executive Director of Envision Learning Partners, a team of coaches who help schools and districts develop performance assessment systems guided by the principles of equity and deeper learning. He is a founding faculty member of Envision Schools, where he taught English and led teacher teams in the design and implementation of semester-long,

multi-disciplinary projects that drew national recognition and media coverage. He served as an associate research director for performance assessment at the Stanford Center for Assessment, Learning, and Equity (SCALE). He is co-author of the book *Transforming Schools with Common Core Standards, Performance Assessment, and Project-Based Learning*.

**Roilyn Graves, Director of Special Education**

Roilyn Graves is Envision’s Director of Special Education, ensuring that special education students, especially black and brown boys, receive a rigorous, hands-on, culturally relevant, and engaging education where they are held to high expectations in and out of the classroom. With over 15 years of experience in urban Special Education, Roilyn is deeply committed to working with students, teachers, and administrative teams to create high-quality, equitable, and inclusive environments where teachers and students are successful. Roilyn has served as a teacher, founding teacher for a highly successful inclusion program in Washington DC, founder and leader of a mentoring organization for Black and Latinx girls, school administrator, and Special Education program specialist.

**Targeted School Population and Students To Be Served**

Impact Academy is an urban school located in south Hayward that serves students in grades 6th - 12th, and 94% of our students live in the Hayward Unified School District (HUSD) attendance area. Impact Academy opened in August 2007 and now serves 464 high school students and 367 middle grades students. Based on research, best practices, and the lessons learned from over many years of experience with charter schools, our small school design is specifically geared to enable diverse and historically marginalized students to succeed in an academically challenging environment.

<b>Enrollment Demographics by Race/Ethnicity SY 19/20</b>					
	<b>Latinx</b>	<b>Black/African American</b>	<b>API</b>	<b>White</b>	<b>Two or More Races</b>
<b>Impact</b>	67.06%	5.59%	15.34%	3.69%	4.64%
<b>HUSD</b>	64.60%	8%	18.50%	4.60%	3.70%

It is the explicit goal of Envision Education to ensure that the student population at Impact Academy includes the racial and ethnic diversity within the territorial jurisdiction of the Hayward Unified School District population and that Impact Academy serves significant numbers of historically disadvantaged students, many of whom will be among the first in their

family to graduate from college.

To this end, Impact Academy engages in a variety of means and strategies to achieve a demographically diverse student population. Envision Education currently has an Enrollment Manager at the network level who partners with school site staff to plan and implement effective student recruitment strategies. The school aims to attract a diverse student body through an active recruitment program and by establishing partnerships with public and private schools, youth programs, and community organizations. Impact Academy’s student recruiting will continue to target historically marginalized youth by working with local community-based organizations and social service providers to make sure that historically marginalized youth know about, are familiar with, and attend Impact Academy.

**Special Populations**

Impact Academy strongly believes that a wide cross section of students with a variety of life experiences adds to the learning experience of all. Students will need to learn from others how to respect different viewpoints and find the commonalities in all people.

<b>Special Populations Served - SY19/20</b>				
	Socioeconomically Disadvantaged	EL	FRP %	Students with IEPs
Impact	69.5%	11.5%	58.0%	8.3%

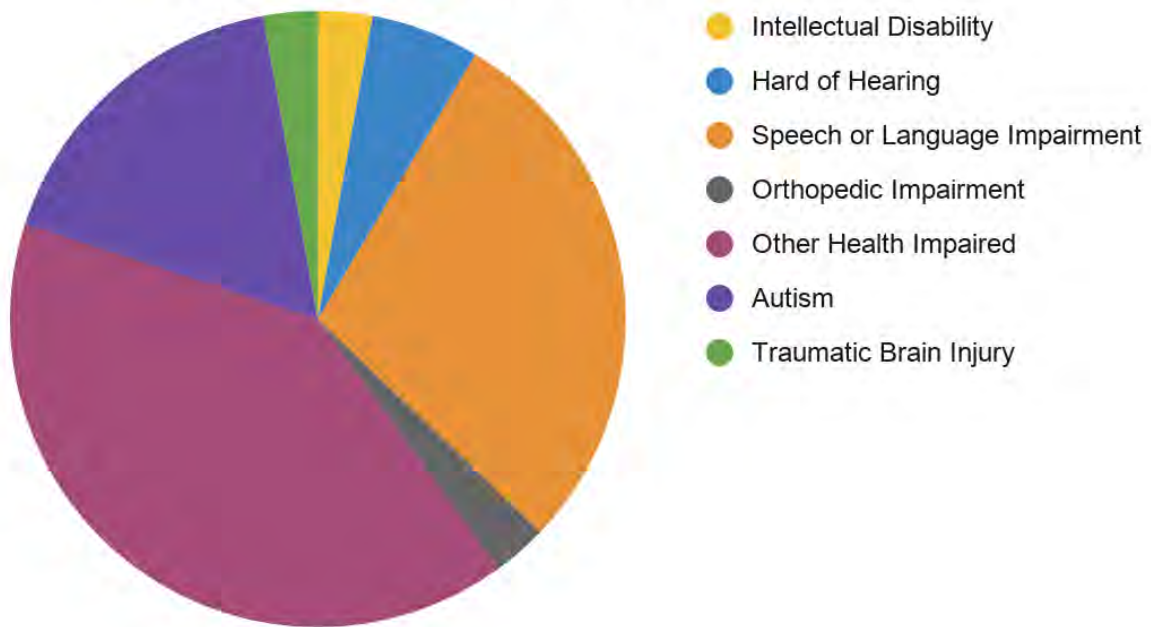
<b>EL Status - SY 19/20</b>	
EL	14%
RFEP	41%
IFEP	9%
EO	36%

Our English Learner population consists primarily of students whose first language is Spanish. In 2019-20, 14% of Impact’s students were classified as English Learners, 50% were classified as Reclassified Fluent English Proficient (RFEP) or Initially Fluent English Proficient (IFEP), and 36% were classified as English Only.



Approximately 8% of Impact’s students have an Individualized Education Plans (IEPs). Students with IEPs are designated across the spectrum of support including Intellectual Disability (ID), Hard of Hearing (HH), Other Health Impaired (OHI), Speech and Language Impairment (SLI), Autistic (AUT), Orthopedic Impairment (OI), and Traumatic Brain Injury (TBI).

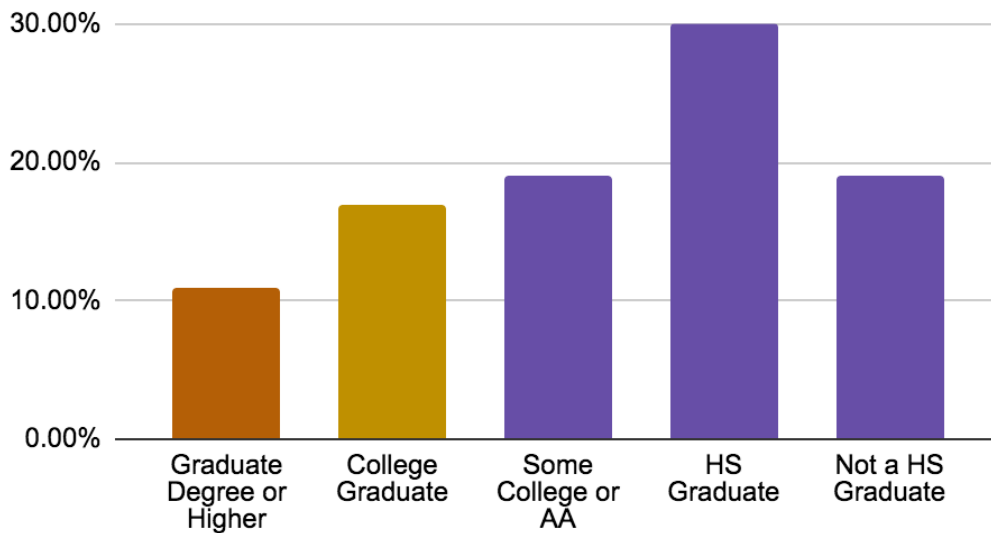
### Enrollment by Service Needs SY 20/21



The definition of first-generation college graduate is a student whose parents have not graduated from college. This includes students with parents in the following categories: some college, high school graduate, and not a high school graduate. The graph below shows that approximately 68% of Impact students from the year 2020-21 will be first generation college graduates. As previously noted, educating first-generation college graduates is the mission of Envision Education and Impact’s student and parent demographic makeup is aligned to that mission.



## Parent Education Levels SY 20/21



### School Climate

Students and families consistently state that the quality of our relationships is central to our school climate at Impact Academy. Our advisory program is at the center of our community.

All students at Impact Academy participate in advisory, a period during the school day that focuses on providing a strong foundation for community connection through restorative practices, and also preparing students for our rigorous portfolio and defense process. During advisory, advisors develop close relationships with advisees and become the students' advocate. This ensures that every student at Impact Academy feels that they have an adult that knows them at the school. In the Middle Grades, we know that building trusting and supportive relationships is particularly vital to their success in school and so will focus on community building, goal setting, restorative justice practices and preparation for the 8th grade Promotion Portfolio defense. In Lower Division Advisory (9th and 10th grades) Impact Academy implements units on community building circles, Leadership Skills, bullying, team building, and Benchmark Portfolio preparation. In Upper Division (11th and 12th grades) Impact Academy implements units on internships (Workplace Learning Experience), SAT prep, college applications, and College Success Portfolio. Advisors in partnership with the college counselor lead students through the college application process, ensuring that every Impact Academy student applies to a 2 or 4-year college.

In 2014, Impact introduced a Restorative Justice (RJ) initiative to improve student engagement and ownership in issues of school culture. A key aim of our restorative justice program at Impact is to build a sense of pride, membership, empathy, and mutual respect between students, and

between students and adults in our school. At our core, advisory serves as the place where students participate in community building circles to begin developing the types of relationships that power a successful restorative community. To belong, each student has to be seen and heard. The community building circle process we use in our advisory curriculum provides the means for everyone to belong and to feel significant. We believe that the routine use of community building circle first in advisory, and then in other settings such as classrooms and meetings, can ensure a healthy, restorative community at Impact in grades 6th-12th.

Impact Academy builds a unified culture of belonging through school-wide community meetings, a large meeting every week that focuses on building community, school spirit, student recognition, and Impact Academy’s Graduate Profile. During community meeting students play spirit games, receive leadership and academic awards, collaborate productively as advisories in competitions, give props, and learn about college and career related programs and opportunities. We also use these meetings as an opportunity to celebrate the diverse identities and cultures that are represented in our student body. Our community meeting schedule will be divided into three primary groups: 6th-8th, 9th-10th, and 11th-12th, with monthly opportunities for students to participate in whole school community meetings and mixed grade level community meetings.

At the start of the 2020 school year, Envision Schools began the process of vetting a social and emotional learning (SEL) curriculum that will be culturally sustaining for our students and staff. This curriculum will be piloted and implemented at Impact Academy in order to support students’ social emotional growth in advisory and academic classes.

Impact Academy administers the Panorama student survey multiple times a year to gauge sense of belonging, teacher-student relationships, and school safety. Based on the results from this survey Impact Academy staff, families, and students create goals to help students feel safe and engaged in the school.

Our students’ responses on the School Safety, Sense of Belonging, and Teacher-Student Relationships questions on the Panorama SEL survey steadily increased between Winter 2018 and Fall 2019. School Safety increased from 68% favorable to 76% placing us in the top quintile nationally. Sense of Belonging increased from 43% favorable to 49% favorable. Teacher-Student Relationships increased from 53% favorable to 59% favorable.

<b>Spring 2019 Survey Results</b>	<b>Percentage Favorable</b>	<b>Change since 2018</b>
School Safety	76%	+8
Sense of Belonging	49%	+6
Teacher-Student Relationships	59%	+6

## **Parent Involvement**

Impact Academy works to engage parents in multiple ways through our Spartan Family Meetings, Parent Committees, Leadership Council, family conferences, and family events. English-Spanish interpretation is offered at all meetings. Parents participate in monthly Spartan Family meetings that discuss upcoming Impact Academy events, Impact Academy policies and volunteer opportunities. Parents from each grade are invited to participate in Leadership Council (LC). As described above, Leadership Council is a group that determines school-wide policies during the school year. In 2020, Impact Academy started a monthly Parent Gathering Support Group to encourage building a healthy and supportive network. In 2018, Impact Academy Middle Grades started an African American Parents Enrollment and Events group to plan events to celebrate Black culture at the school and do enrollment outreach.

Impact Academy students and families participate in student-led family conferences to learn about the progress of the Impact Academy student. Impact Academy invites families to these conferences through mailings, emails, and phone calls home in both Spanish and English. If a family doesn't participate, then the learning specialist or advisor follows up with that student's family. This allows us to obtain nearly 100% participation in our family conferences each semester.

In order to further engage families, Impact Academy administers its Panorama survey each year to parents to better understand how connected their student and family feels to the Impact Academy community. Impact Academy uses this data to help inform our school goals each year.

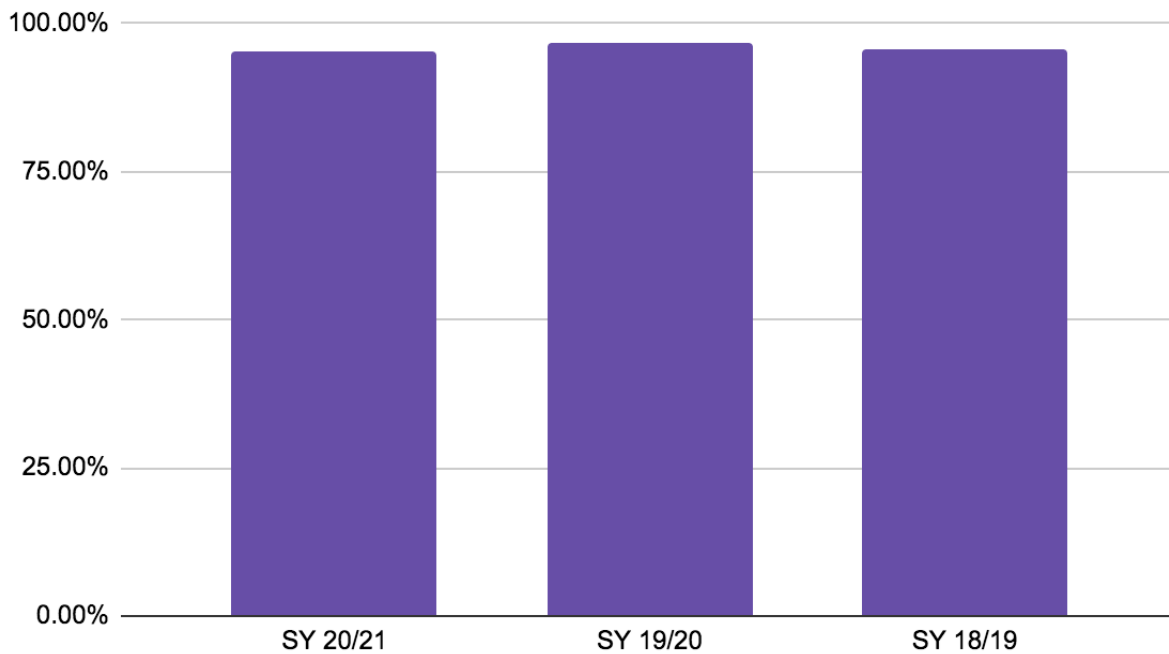
Parent involvement was especially evident in designing our distance learning program for the 2020-21 school year. Over the course of several months families were engaged in a process to co-create a modular instructional model in partnership with school leadership, teachers, students, and our union through focus groups and regular community meetings to share out ideas and get feedback. The meaningful engagement of parents and families in designing the distance learning model contributes to its success.

## **Attendance**

The key to increased learning is better use of school time and a schedule that maximizes performance, creativity, and opportunities for collaboration. The Impact Academy schedule for students generally operates from 8:30 a.m. until 3:40 p.m. and can be adjusted on an annual basis to best meet the needs of our students. In addition, Impact Academy High School offers 3 optional "0 Period" electives for credit two mornings a week which attracts almost 20% of our students. Every day after school, Impact Academy offers 1 hour of office hours for students to get help from their teachers and peers. Impact Academy meets all state requirements for annual minutes of instruction to ensure our students are prepared for success in college (see Appendix B

for 2020-2021 school calendar and 2019-2020 bell schedule). The COVID-19 pandemic has required a shift to distance learning and redesign of the school schedule in order to best serve our students. Teacher, student, and family input was integral in designing a distance learning model. The authentic engagement in the design process helped create a successful distance learning program as evidenced by our high attendance rate comparable to those of in person learning prior to the pandemic. Impact Academy has consistently maintained attendance rates over 95% including during the current school year 2020-21 and distance learning.

### Impact Annual Attendance Rate



### Student Engagement

Impact Academy develops a strong student and staff culture through student and staff involvement in leadership activities, sports and clubs. Students participate in leadership groups such as Leadership Club, Committee Club, and ASB (Associated Student Body) that help with school dances, school spirit, and assemblies. Students are also participating in Leadership Council, which is a group that makes policy decisions during the school year. This group includes the class president from each grade, administrators, parents from each grade, and a teacher from each grade. Impact Academy also has student ambassadors who act as representatives of the school and community. These students give tours, talk to visitors who want to learn more about Envision Education or Envision Learning Partners, and talk to policy makers from DC or Sacramento.

Besides leadership opportunities, students participate in clubs and sports. Our largest clubs currently are Dance Club, BSU, Cooking Club, QSA, MEChA, and a mental health awareness

club called Bring Change 2 Mind. Students also participate in sports from soccer to volleyball to flag football. Our Middle Grades students can start and host their own clubs with teacher mentorship. Current Middle Grade clubs include: Video Game Club, Gardening Club, KPOP Dance Club, Strength and Conditioning Club, Anime Club, QSA/Queer Student Alliance, and Dance Club.

In order to further engage a small group of struggling boys, Impact Academy developed a Boys Mentorship group. Impact Academy advisors select students who would benefit from such an intervention and with a mentor to provide socio-emotional counseling and intervention once per week. Through this intervention, Impact Academy has increased the graduation rates for our African American males.

Impact Academy’s strong and inclusive student culture produces high student retention rates. Due to the CDS code change in 2016 we do not have access to CALPADS data reports under our previous code. Unfortunately, this means we are not able to provide comprehensive cohort retention data for the charter renewal period from 2015 - 2020. However, we have internal data showing average retention rates of 95% over the past two years.

<b>Student Retention Rates</b>		
	<b>% returning from SY18/19 to SY19/20</b>	<b>% returning from SY19/20 to SY 20/21</b>
6th	98.39%	97.60%
7th	96.03%	96.00%
8th	98.40%	85.71%
9th	94.35%	95.24%
10th	95.93%	94.17%
11th	92.74%	95.58%

**21st Century Learning**

Impact Academy’s overall goal is to develop students who attain the academic and non-academic skills and knowledge necessary to be successful in college, career, and in life. Impact Academy students will graduate ready for college, community, and career, having mastered:

- Core academic content
- Leadership and other social-emotional skills
- Art and technology skills

The following are our goals to help students be competitive and prepared for success in the 21st

century. Students can:

- Communicate effectively and persuasively when speaking and writing.
- Think independently and critically, solve problems, make informed decisions, and navigate across cultures.
- Read critically and analyze information effectively in a variety of disciplines, formats, and mediums.
- Problem solve, utilizing mathematical knowledge and skills.
- Apply scientific and mathematical skills, consume scientific data critically, create models, inquire, and analyze phenomenon.
- Use technology as a tool to access information, problem solve, and communicate.
- Interpret experience, create, and/or perform artistic work.
- Speak and write effectively in a second language.
- Demonstrate the knowledge, skills, and self-discipline necessary to achieve and maintain physical and emotional well-being.
- Exhibit leadership through service in the community.
- Make good choices to maintain a healthy and safe life.
- Demonstrate interpersonal, critical thinking, and project management skills.

## **How Learning Best Occurs: Envision Education Curriculum and Instructional Design**

### **Our Big Goal**

At Envision Education we are focused on rigor. By rigor we mean complexity: the ability to think like a historian or mathematician, the ability to apply the leadership skills necessary in college and life, and the ability to reflect about one's personal journey as a learner. In short, we are about students *knowing, doing, and reflecting*. The *know, do, reflect* framework is prominent in our graduate profile as well as our College Success Portfolio system.

In 2019, Envision Education started a network-wide process of evaluating our graduate profile with the plans to update it by the start of the 2021 school year. We are in the process of developing a new program to strengthen our Portfolio Defense model: the Graduate Profile Lab Course (GPLC). The GPLC improves our model by integrating a rigorous, personalized structure that will provide students with more systematic preparation for high-quality presentations and defenses. Through the course, students learn, practice, and master both the academics and the metacognitive skills that will help them pursue their college and career goals.

A key part of Envision's college and career readiness program is our Graduate Profile, which articulates Envision's stance on the skills students need to be successful in college and career. Graduate Profiles are ubiquitous, yet very few schools have operationalized them. Through the GPLC, Envision will be on the frontier of operationalizing its Graduate Profile through a course

in which students deepen their understanding of the Graduate Profile skills and apply those skills to a passion that they will likely pursue in college (as a major) or in career.

In this first-year pilot, Envision students will self-direct through a menu of texts (articles, podcasts, interviews, etc.) related to three skills of the Graduate Profile: collaboration, critical thinking and communication. At the end of each quarter, they will do a Mini-Defense of Learning, in which they will reflect on their progress towards the Graduate Profile and therefore their readiness for success in college.

- **Portfolio Defense:** Our Portfolio Defense assessment model authentically measures the most important things students need to learn in order to succeed in college and career: academic content, leadership skills, and competencies such as reflection and growth mindset. In order to advance from 8th to 9th, from 10th to 11th, and ultimately to graduate, every student stands before a panel of teachers, peers, and community members and demonstrates that they are ready for the next academic challenge. In a masters-like defense, they tell the story of their education journey and respond to critical questions from the panel. The process is empowering: it prepares students to set educational goals, persist through challenges, and succeed on their chosen paths of college and career. Our teachers map backwards from Common Core standards and the defenses in 8th, 10th and 12th grades to design their instruction and curricula, so that our courses and the work our students do help students develop the skills and content knowledge they need to succeed in their defense presentations. Content and skills come together in project-based learning, where students use the artifacts – evidence of what they’ve learned – from completed projects to defend their academic knowledge and skills, and to demonstrate that they are ready for the next challenge. In the Middle Grades, the portfolio defense is growth based. In the high school, the defense is proficiency based.
- **Strong Rubrics:** Our Portfolio Defense system utilizes rubrics designed by the Stanford Center for Assessment, Learning and Equity to measure students' development towards proficiency on the four core competencies necessary for college success: inquiry, research, analysis, and creative expression.
- **Technology Integration:** We provide 1:1 access to Chromebooks. In the Middle Grades, students use these with skill-building platforms, including Reading Plus, and MyOn for English Language Arts and Khan Academy for Mathematics. We also use TCI for Humanities, an engaging, project-based, online social studies curriculum. To engage students in monitoring their own progress, we use Google Classroom and students and families have regular access to students’ progress and grades through PowerSchool and Illuminate.
- **Standards-Aligned Curricula and Assessments:** Impact Academy believes that in order to achieve equitable outcomes for students in terms of college and career readiness, students must be supported in mastering the Common Core Standards. To this end, we have adopted CCSS-aligned interim assessments and our teachers meet weekly to analyze



student work and plan for corrective instruction towards mastery. Our math teachers use College Preparatory Math as well as Illustrative Math. English teachers are currently piloting the MyPerspectives curriculum in the high school and EL curriculum in the middle grades.

- **Project-Based Learning Resources:** Because our schools utilize project-based learning (PBL) as a pedagogical strategy, we innovate our curricula to be relevant to students. As a result, we use a variety of resources to support rigorous PBL and we choose resources based on the objectives of a given project. Some of the curricula we are using this year include: TCI (from Stanford University), Facing History and Ourselves (to support project-based learning in Humanities PBL), Expeditionary Learning modules, myPerspectives units, and Illustrative Math.

### **Distinguishing Features of the Educational Program at Impact Academy**

We believe that Rigor, Relevance, and Relationship equal Results. We use this framework to design our educational program at Envision Education and at Impact Academy:

- **Rigorous College-Prep Courses (Rigor):** Aligned to the Envision Education mission, the goal of Impact Academy is to prepare all of our students to enter, be successful in, and graduate from college. All of our students take rigorous, A-G aligned courses to be eligible for the UC and CSU systems. All of our Middle Grades students take rigorous skill and project based courses that ensure all students are ready for grade-level work and beyond when they enter the 9th grade. These courses focus on helping students master essential content standards and the Envision 21st Century Leadership Skills: Critical Thinking, Effective Project Management, Productive Collaboration, and Powerful Communication.
- **Performance-Based Assessments (Rigor & Results):** All students, in order to earn their diploma, are required to defend in front of a panel, their family, and fellow classmates their College Success Portfolio in 12th grade and their Benchmark Portfolio in 10th grade, and their Promotion Portfolio in 8th grade. These Portfolios contain evidence of the student's mastery of the Envision 21st Century Leadership Skills and in four Competencies: Research, Analysis, Creative Expression, and Inquiry.
- **Standardized Testing (Results):** Impact Academy students are prepared to do well on standardized tests including the California Assessment of Student Performance and Progress (CAASPP) in 6th, 7th, 8th, and 11th grades, the CST, and college entrance exams.
- **Tiered Support (Results):** In order to achieve these results, Impact Academy uses a tiered support framework to support our diverse learners. Other supports and interventions include: Reading Plus, SAT Prep, Office Hours (extended day tutoring and homework support program), and college application and FAFSA completion support. Additionally, students are provided social-emotional and mental health support through Psychological Services Center (PSC) group counseling and PSC individual counseling.



Every student has different needs. With a tiered support system, we align more supports for students with greater needs.

- Tier 1 Supports: Teaching and supports that all students are given that includes differentiation.
- Tier 2 Supports: Teaching and supports that are offered to all students but may not be taken if a student does not need these supports. For instance: Office Hours with the teacher or Learning Specialist.
- Tier 3 Supports: Teaching and supports given to a student as an option AND/OR when there is agreement between student/family and teacher. For instance: Small group instruction with a focus on challenging content, and accommodations and modifications.
- **Exhibitions & Workplace Learning Experience (Relevance):** Teaching and learning at Impact Academy focuses on project-based learning, with real-world applications that result in evening events with their families and the school community in public Exhibitions. In addition, 11th and 12th graders are required to complete a 72-hour Workplace Learning Experience (WLE), in which they design a project and implement it at their internship site. Their results and reflection are shared with the community at the WLE Exhibition held in the spring.
- **Technology & Art (Relevance):** Impact Academy integrates art and technology into the curriculum. Students learn 21st Century Leadership Skills through the regular use of computer technology – the school maintains a 1:1 ratio of students to laptop computers. Art offerings include visual arts and digital media arts.
- **Advisory (Relationships):** With approximately 826 students, Impact Academy maintains an intentionally small school community. Advisories are about 24 students, generally lower than other public high schools, so that students can receive personalized attention from teachers. The small school structure promotes the development of strong, supportive relationships among students and staff. In addition, each student has an Advisor, who takes special responsibility for advocating for their students, making sure they do not fall through the cracks, and serving as a liaison with their families.
- **Extra-Curricular (Relevance):** Impact Academy offers organized extracurricular programs such as: MEChA, BSU, ASB/Student Government, Student Leadership Group, Coding, Yearbook, and Queer Straight Alliance. Students also take field trips regularly, especially to visit universities and to attend arts events. Impact Academy is part of BACSAC, the Bay Area Charter Schools Athletic Conference. Students can participate on athletic teams including cross-country, volleyball, soccer, basketball, and baseball.
- **Partnerships (Relationships):** Schools must become ‘schools without walls’ in which students have consistent opportunities to interact with successful adults in the world of work. Impact Academy will continue to utilize a wide variety of mechanisms to integrate the concerns of post-secondary life with the curriculum of the school. These mechanisms

include internships and rigorous, authentic exhibitions that are integrated into the schedule.

### **Profile of an Envision Education Graduate**

Envision Education graduates are ready for success in college and future careers because they *know, do, and reflect*.



Envision graduates **KNOW**. They:

- Learn academic subjects which makes it possible to:
  - Meet the University of California’s A-G Requirements
  - Show proficiency and significant growth on the SBAC - CAASPP
  - Perform successfully on college entrance exams

Envision graduates **DO**. They:

- Use core competencies required to perform in college: inquiry, analysis, research, and creative expression
- Use 21st Century Leadership Skills: Communicate Powerfully, Think Critically, Collaborate Productively, and Complete Projects Effectively
- Participate in a Workplace Learning Experience in which they do real work and complete a project that not only benefits their workplace, but demonstrates their ability to use leadership skills as well as inquire, analyze, research, and/or express themselves creatively in the workplace

Envision graduates **REFLECT**. They:

- Recognize and acknowledge growth, accomplishments, and successes as well as areas of future growth and development
- Revise work to proficiency based on feedback from teachers and peers

A cycle of knowing, doing, and reflecting exists at each level of the portfolio experience. For every academic competency that our students are required to master, in every subject, they must demonstrate what they know (academic content), describe what they can do with their content knowledge, and reflect on their personal and academic growth over time. Through this process, they collect artifacts from projects and academic assignments, which they put into their portfolio

as evidence of proficiency, achievement, and growth.

Our high school teachers map backwards from the 12th grade Portfolio Defense tasks and Common Core Standards. Through project-based learning, students get this practice of demonstrating what they know and can do, and continually reflect on their growth as learners. Ultimately, our goal is that this practice and reflection will lead to proficiency in the competencies assessed in the 12th Grade College Success Portfolio. Our middle grades teachers map backwards from the 8th Grade Portfolio Defense and Common Core Standards. Through project-based, group, and individualized practice, students grow as they demonstrate what they know and can do, and continually reflect on their growth as learners. Ultimately, our goal is that this practice and reflection will lead to growth in the Mindsets in the 8th Grade Portfolio Defense.

Project-based learning (PBL) is a teaching approach, a mindset, and a framework for teaching skills and content. Through projects, students not only show what they know, they apply their knowledge (show what they can do). Projects can scaffold the learning leading up to a portfolio artifact, or be an application of learning following an artifact. Interdisciplinary projects and exhibitions should result in at least one or more portfolio artifacts.

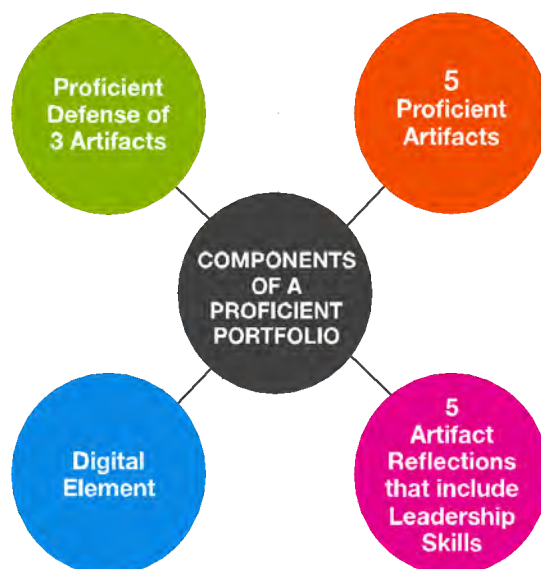
The College Success Portfolio and Defense is Envision Education’s capstone activity that pulls knowing, doing, and reflecting into one place and into one moment. It is the final inquiry, the final essential question, and the final exhibition.

### **The Proficient College Success Portfolio**

The College Success Portfolio is a capstone activity that embodies three major experiences:

- 8th Grade Portfolio at the end of 8th grade
- Benchmark Portfolio at the end of 10th grade
- College Success Portfolio at the end of 12th grade

The knowledge and dispositions students must exhibit in each portfolio defense are mapped backwards from the 12th Grade College Success Portfolio. The requirements for a complete and *proficient* 12th Grade College Success Portfolio are as follows:



The College Success portfolio includes a total of five proficient artifacts, one per competency (as described later in the section “Envision Education’s Four Core Competencies”):

1. Research
2. Inquiry
3. Creative expression
4. Analysis
5. Workplace Learning Experience

- Each artifact must come from a *different* subject area. For example, if a science artifact is used for Research, then a social studies artifact must be used for Inquiry.
- Workplace Learning Experience cannot be the sole artifact for a competency; it must be in addition to the subject-specific artifact (although WLE will *not* be assessed using a research, inquiry, creative expression, or analysis rubric).
- Each artifact is tied to at least one leadership skill and all leadership skills must be represented.

Students must show proficiency in each type of task in order for their work to be *certified*. This usually means that students revise their work several times before it qualifies for certification.

The strongest defenses *balance* content knowledge, leadership skills, discipline specific knowledge and skill, and reflection. As such, we continuously emphasize the *leadership skills* for both the Benchmark and College Success Portfolio. Leadership skills include problem solving, teamwork, communication, goal setting, and task and time management. Envision Education graduates are knowers of academic content, doers, and reflectors of four competencies and

leadership skills for college. The Workplace Learning Experience is an essential part of our model. Students are required to complete a project that demonstrates their ability to use leadership skills as well as inquire, analyze, research, or express themselves creatively in the workplace.

### **8th Grade Portfolio Defense**

The founding of Middle Grades in 2016 gave us a unique opportunity to update and improve the student experience of preparing and defending their Portfolio in high school. We know Middle Grades students must practice taking charge of their intellectual progress and charting their own course with the support of their peers and teachers.

The 8th grade Portfolio Defense focuses on growth and includes:

- A personal narrative of growth aligned to one of our 4 Mindsets (Team, Growth, Reasoning, and Discovery)
- 2 reflections about assignments that show growth in one of the 4 Mindsets
- An overall reflection of how the student has grown and is ready for high school.

In order to support students' continual reflection and metacognition during their middle grades years, they complete multiple reflections each year to practice the skills required for their 8th Grade Defense. During these mini presentations of learning, students reflect on one assignment, describe what they did, how they grew, how their growth is connected to one of the 4 Mindsets, and present their reflection to a classmate, teacher, and/or family member. These performance assessments give Middle Grades students the chance to practice presentation skills in small formative experiences.

### **Preparing for the College Success Portfolio**

To ensure our students are prepared to defend their College Success Portfolio in 12th grade, all 10th grade students defend a Benchmark Portfolio. The contents and process of the Benchmark Portfolio map directly to the 12th grade defense. Students must pass their Benchmark Portfolio in order to enter the 11th grade.

### **Envision Education's Four Core Competencies**

By **RESEARCH**, we mean students will present an argument about a historical, social science, scientific, or other issue. To demonstrate their mastery of research they must select a writing sample that embodies the following expectations, which are aligned to the Common Core State Standards for Literacy:

- Respond to a research question
- Develop an argument
- Support the argument with evidence
- Analyze the evidence

- Know and use accurate content knowledge
- Structure the argument in coherent ways
- Use discipline-specific writing conventions to communicate ideas

By **INQUIRY**, we mean students will formulate a question that can be explored by scientific or historical investigation. To demonstrate mastery of inquiry, they must select a writing sample or lab that embodies the following expectations, which are aligned to Next Generation Science Standards and Common Core State Standards for Literacy:

- Formulate an investigable question
- Design and perform the investigation
- Collect data/evidence, and analyze and interpret it
- Draw conclusions and assess validity of the conclusions
- Know and use accurate content knowledge
- Structure information in a coherent way
- Use discipline-specific writing conventions to communicate ideas

By **CREATIVE EXPRESSION**, we mean students will think critically and creatively, and communicate their ideas powerfully, persuasively, and artistically. We expect students to demonstrate an understanding of *artistic thinking* and *artistic practice*. Students shall use the arts as a tool to investigate and discuss topics and concerns that are relevant to artistic traditions and their lives. To demonstrate mastery of creative expression, they must select a piece of work that embodies the following expectations:

- Show command of the technique of the artistic discipline
- Construct and make a work of art with personal meaning and intent
- Explain the connection of the work of art to artistic and cultural traditions
- Envisions, explores and persists with an aesthetic idea
- Questions, discusses, and judges own work

By **ANALYSIS**, we mean students will demonstrate the ability to read and think critically, and communicate powerfully, which embodies the following expectations and are aligned to the Common Core State Standards for Literacy:

- Develop an argument
- Support the argument with evidence
- Analyze the evidence
- Organize and structure ideas for effective communication
- Use language to skillfully communicate ideas

### **Annual Goals and Actions**

Pursuant to Education Code Section 47605(c)(5)(A)(ii), please see the Impact Academy LCAP in Appendix C, which describes annual goals to be achieved in the state priorities school wide

and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals.

**California Assessment of Student Performance and Progress (CAASPP) - English Language Arts (ELA) & Math:**

We are keenly focused on improving our students’ scores on CAASPP and have outlined actions and strategic investments in our instructional program to see improvement.

**ELA:** Our data shows a decrease followed by a multi-year increase in scores (68% meeting or exceeding standard in 2017, 51% in 2018, and 61% in 2019), so we are making strategic investments in our instructional program to continue the growth we saw from 2018 to 2019. Over the past three years we have outperformed the State of California by an average of 17%.

	<b>Impact Academy - % to meet or exceed standards</b>	<b>California - % to meet or exceed standards</b>
<b>ELA 18/19</b>	60.5%	52%
<b>ELA 17/18</b>	51%	51%
<b>ELA 16/17</b>	68%	51%

**Math:** In response to relatively flat CAASPP Math scores at Impact Academy, we have prioritized dramatic improvements in our Math program as outlined in the Executive Summary. The percent of our students meeting or exceeding standards in Math are as follows: 31% in 2017, 29% in 2018, 28% in 2019.

**English Language Proficiency Assessments for California:**

In 2018 the State of California replaced the California English Language Development Test (CELDT) with the English Language Proficiency Assessments for California (ELPAC) as a required state-wide assessment tool to measure English language proficiency. Due to this change in assessment tool there is very little longitudinal data available. Currently, Impact Academy has 74.72% of students at Level 3 - Moderately Developed and Level 4 - Well Developed in English language proficiency. Impact Academy outperformed both Hayward Unified School District and Alameda County.

<b>2019 ELPAC Summative Results</b>	<b>% Students Scoring Level 3 or 4</b>
Impact Academy	74.72%
Hayward Unified School District	51.63%



Alameda County	53.13%
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### English Language Arts Curriculum

Although the Envision Education network is focused on our Math Priority work, we also know that literacy is a need as well. Our work on literacy comes in the form of regular inquiry cycles where teachers are analyzing interim assessment data, creating plans to address specific standards, using student work to analyze that progress, and making further instructional changes.

Our 6th – 12th grade English courses implement course maps developed in collaboration with English teachers across the Envision Education network. Mapping backwards from the Common Core State Standards, Envision Education Rubrics in Analysis and Research, and our Common Interim Assessments, our English teachers build year-long courses with the following foci:

- **6th - 8th: Reading and Writing Workshops:** Students set goals for independent reading of both narrative and informational texts for joy, as well as practice writing paragraphs and short essays with a focus on claims, appropriate evidence, and analysis using a common writing structure.
- **9th – Reading Workshop:** In addition to building skills as a confident reader, writer, speaker, and thinker, all students pick independent reading books at their level, as measured by our reading comprehension screener, and build their confidence and joy of reading, as well as targeted reading support as needed.
- **10th – Reading and Writing Workshop:** Students increase the complexity of their informational and fictional texts and write increasingly complex analytical and research papers in conjunction with their Global History course. Students continue receiving targeted reading support.
- **11th – American Literature:** Focusing on important informational documents from American history, students participate in Socratic seminars and use evidence to support their thesis in concert with their American History course.
- **12th – World Literature:** Students read nonfiction texts with a focus on expanding their analyses of author purpose, use of rhetoric, logic, reasoning, and propaganda techniques. Students devote much of the first half of the year developing their skills as authors of narrative text, drafting and revising personal statements for college applications.

### Math Priority

Like many schools in California, the transition to Common Core Math Standards from the former California State Standards has been a major shift with which we have struggled. While the former standards were broad and focused on procedural fluency, the Common Core standards focus on the “three-legged stool” of rigor in math: conceptual understanding, procedural skill and fluency, and application. Envision knows that we must take on a deep change in teacher practice for our students to be successful not only in external measures like SBAC - CAASPP, but also for our students to be prepared for college-level STEM classes and STEM careers. To this end, Envision



has made several major shifts that are being implemented this school year:

- The Director of Math for the network has created and implemented a vision for math education at Envision Education.
- All math teachers follow a common scope and sequence of Common Core aligned curriculum; we are largely using Illustrative Mathematics as a base. All students will receive instruction that is rigorous and at the appropriate grade level.
- We have prioritized math teachers for coaching and support. Every math teacher has an instructional coach who observes and meets with them regularly to systematically shift and improve practice.
- We have designed and are implementing regular professional learning for math teachers across the network. For example, the stand-alone Algebra teacher at Impact Academy will meet regularly with the other Algebra teachers in the network to design rigorous, relevant, and cohesive learning experience and to examine student work to identify conceptions and misconceptions in student thinking and create instructional experiences that address their findings.
- We have designed and are implementing progress monitoring systems that track data on student progress towards mastery of priority Common Core standards as well as teacher progress towards mastery of instructional routines that facilitate academic rigor and content mastery for all students.

### **Common Interim Assessments**

Impact Academy currently implements two - three interim assessments in grades 6th - 12th in ELA and math that are aligned to the Common Core State Standards. In the 2020-2021 school year, Impact Academy will begin the piloting and implementation of common formative tasks and interim assessments for the additional subjects of STEM and Humanities/History courses. Through network wide subject specific PLCs (Professional Learning Communities) teachers engage in professional development on how to use data from student work samples, formative assessments, and interim assessments to offer the necessary interventions for students and to plan for re-engagement. Envision Education coaches and administrative staff also provide data conferences with each math and English teacher to discuss the results of the assessment and develop interventions based on the results of the assessment. Impact Academy establishes baselines from the first interim assessment and develops goals based on the results.

### **Interventions/Tiered Support: Identification System of Student Skill-Level**

Tiered Support is Impact Academy's systemic framework for gathering and analyzing data patterns in order to meet the specific needs of students and give recommendations for next steps. Data gathered includes: grades, math diagnostic scores, Accelerated Reading diagnostic scores, SBAC - CAASPP scores, CollegeSpring (SAT) scores, interim assessments, common tasks, and general feedback on interventions from teachers.

## **Tiered Support Overview and Process**

Tiered Support is our system for preventing academic failure through systemic universal screening, strong core teaching, progress monitoring, and increased levels of support for students who need it. Tiered Support ensures that we are addressing students' academic and socio-emotional needs by evaluating how students respond to interventions. Students who respond to interventions will continue to receive those interventions to support their academic progress. Students who do not respond to interventions of increasing support will have a series of meetings and evaluations to discuss more individualized services to meet their needs.

**Tier 1 Students:** 80-85% of students whose needs are met through excellent teaching and advising. Tier 1 Interventions include:

- Differentiated and inquiry based instruction
- Assessment for Learning (AFL) strategies
- Bell-to-Bell Learning (Instructional strategies to make every minute count)
- CollegeSpring (SAT Prep)

**Tier 2 Students:** 10-15% students, who work hard, but due to skill gaps need additional interventions. Tier 2 Interventions include:

- Small Group Instruction
- Executive Function supports
- Mandatory Office Hours (After School Support)
- PSC Groups (Socio-emotional counseling)
- Student Attendance Review Team (SART)
- Behavioral Support Contracts

**Tier 3 Students:** 5% of students who need more intensive 1-on-1 interventions from Learning Specialists and Mental Health service providers. Tier 3 Interventions include:

- PSC individual counseling
- Learning Specialist (Special Education) Push-In/Pull-Out

Through the tiered support program, teachers develop academic intervention plans for their students. Students not making adequate progress through the in-class Tier 1 interventions will receive more specific, targeted group interventions, or Tier 2 interventions. Tier 2 students who do not make adequate progress will receive more intense and individualized interventions, or Tier 3 interventions, involving the Learning Specialists. If the student still is not making adequate progress, they can submit a referral for Special Education to the Special Education team who will develop an assessment plan, if appropriate.

## **Special Populations**

Impact Academy will comply with all requirements pursuant to Education Code

§47605(c)(5)(A)(ii) including developing annual goals, for all pupils (i.e. schoolwide) and for each subgroup of pupils as identified in California Education Code § 52052, for each of the eight (8) state priorities identified in California Education Code § 52060(d). Please refer to the Local Control and Accountability Plan (“LCAP”) for the schoolwide goals for relevant sub-groups and corresponding assessments (see Appendix C). Impact Academy will comply with all elements of the Local Control and Accountability Plan pursuant to regulations and templates adopted by the State Board of Education and reserves the right to establish additional, school-specific goals and corresponding assessments throughout the duration of the charter.

At Impact Academy we hold all students to high expectations and we are committed to supporting all students to achieve excellence. Since we do not track our students by ability, all of our support and extension options are offered as part of an integrated program of study.

### **Support for Students With Skill Gaps**

In order to best serve students with skill gaps, Impact Academy analyzes data to determine the most appropriate interventions for each student. We monitor our students to see how they respond to interventions and tiered support programs, and then suggest next steps. The cycle continues until, ideally, all the students’ needs are met.

Impact Academy has introduced interventions into the school day to support students who enter our school far below grade level. Interventions include:

- **Math Lab:** More than 90% of our incoming students are not fluent in the basic numeracy skills needed to succeed in Algebra. Therefore, these students take this additional math class every day, in which they utilize a personalized learning program through IXL and Khan Academy as part of our blended learning program.
- **Reading Lab:** Similar to Math Lab, a large percentage of our incoming students enter Impact Academy reading below grade level. These students take an additional reading class in which they learn reading strategies and have periods of silent sustained reading (SSR) to improve their reading level.
- **CollegeSpring (SAT Prep):** All 11th graders receive SAT prep two times per week for sixty minutes. We use the CollegeSpring curriculum. In addition, during second semester, 11th grade students stay after school one time per week to get additional SAT prep from current college students.
- **Small Group Instruction:** In-class academic interventions are generally delivered by way of small group instruction. Interventions are based on the results of Impact Academy’s interim assessments, that occur two - three times a year.
- **Office Hours:** Students have access to their teachers after school a minimum of one day a week when teachers hold Office Hours for any student to get additional help, have time to work in supportive environments, and to support the development of good work habits.

### **Support for Students who are Academically High-Achieving**

Envision Schools have high expectations for all students. At Impact Academy we identify our academically high achieving students through a combination of baseline assessments, GPA, interim assessments, teacher observation, advisor assessment, data tracking for honor roll, quarterly progress reports, and semester grades. The cyclical nature of these measures, as well as the relationships staff form with students, allow us to identify and review high achieving students' results at least once each semester, although usually quarterly. This information is communicated with parents through biannual family conferences, quarterly progress reports, honor roll certificates, and college counselor sessions for 11th and 12th graders.

Because our curriculum is based on the Common Core Standards and College Success Portfolio (CSP) rubrics, students push to meet and exceed state standards. Traditionally, students who are high-achieving find themselves bored, because they are simply expected to regurgitate information that their teacher has lectured about. One of the inherent advantages of project-based learning is that high achieving students have a chance to push their learning to deeper and more engaging levels than a purely traditional curriculum. Our portfolio defense system also allows students who are high-achieving to produce work products that are at the college level, reaching for the Advanced Levels on the rubrics. Students who are high-achieving have opportunities to engage in many different kinds of learning activities, calling on them to use a variety of skills and abilities. Learning venues open to these students include local college or community college classes, personalized online coursework, and more prestigious and intense internships. We have found many of our high-achieving students are attracted to these additional opportunities to expand their knowledge and experiences at school.

### **Support for Students Who Are English Learners**

Impact Academy is committed to effectively serving children who are English Learners (EL), including long-term English Learners and students at risk of becoming long-term English Learners, through a comprehensive approach to language instruction. We believe that having fluency in multiple languages, including English, is critical to 21st century success. We recognize the importance of valuing students' native languages, and will actively reinforce an appreciation of the languages of all our students.

The goal of the Impact Academy is to utilize high-quality instructional practices that allow designated English Learners to achieve at the same challenging grade level standards as native English-speaking students. The school is dedicated to providing these students with an exceptional education, transitioning them into English proficiency as soon as possible. A small percentage of Impact Academy students are designated as English Learners (2020-21: 13.5%).

### **Identification and Reclassification of English Learners**

A goal of Impact Academy is to reclassify 100% of all English Learners by the time they

graduate. Impact Academy utilizes multiple criteria in determining whether to reclassify a pupil as proficient in English, including but not limited to all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the California State ELD assessment (ELPAC)
- Student performance on the English Language Arts portion of the state assessment (CAASPP)
- Reading comprehension screener data, given three times a year to 9th and 10th graders and all students designated as EL or students with IEPs
- Teacher evaluations/assessments of whether the student has mastered grade-level standards
- Parental input and consultation

Impact Academy meets all state and federal requirements for English Learners as pertains to annual notification to parents, student identification, placement, program options, English Language Development (ELD) and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. Impact Academy implements policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents. English Learners have access to all programs, services and resources described in this document.

Impact Academy administers the home language survey upon a student's initial enrollment into Impact Academy. All students who indicate that their home language is other than English for whom Impact Academy does not have status data already (former California public school student) are given the ELPAC within 30 days of initial enrollment. This test is given at least annually between July 1 and October 31 until the student is re-designated as fluent English proficient. The ELPAC shall be used to fulfill the requirements under the Elementary and Secondary Education Act for annual English proficiency testing.

Impact Academy notifies all parents of its responsibility for ELPAC testing and of ELPAC results within 30 days of receiving test results. All parents or guardians of students classified as English Learners are notified in writing. Impact Academy translates materials as needed to ensure that parents of English Learners understand all communications and are involved in all processes related to the English language development of their child.

The Summative Assessment testing window will be a four-month window after January 1 (February 1–May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

### **Supporting English Learners**

Impact Academy anticipates that its English Learner population will remain at approximately

13%. **Designated ELD** instruction aligned to the state-adopted ELD standards is provided to assist English learners to develop critical English language skills necessary for academic content learning in English and **Integrated ELD instruction is also provided in core academic courses** where the state-adopted ELD standards are used in tandem with the state-adopted academic content standards. We know from research, in particular from the report [Reparable Harm: Fulfilling the Unkept Promise of Educational Opportunity for California’s Long Term English Learners](#) by Dr. Laurie Olsen, that best practices exist to support ELs to become English proficient. Our framework below is based on those best practices. This table outlines the population served by our cycle of intervention and each tier is detailed below.

	<b>Population to be served</b>
<b>Tier 1</b>	All ELs receive Tier 1 interventions and Integrated ELD support; monitor ELPAC 3 & 4, RFEP and IFEP students to see if additional support is needed.
<b>Tier 2</b>	All ELPAC 1 & 2 students receive Tier 2 interventions and Designated ELD support; ELPAC 3 & 4, RFEP and IFEP students who have been identified as needing extra support will also receive it.
<b>Tier 3</b>	Only for ELPAC 1 & 2 students

**Tier 1: Core Class Differentiation and Support**

Within the core classes, teachers will provide differentiation and support for English Learners. Teachers plan lessons and design instruction aligned to the state-adopted ELD standards and the state-adopted academic content standards. Impact Academy will do explicit professional development on instructional strategies that serve English Learners. The outcome will be to support language development within the context of a rigorous, college preparatory curriculum. Teachers will be trained in a variety of research-based strategies, primarily through EL Achieve’s *Constructing Meaning* and Kate Kinsella’s work on academic vocabulary. *Constructing Meaning* focuses on helping teachers make planning and in-the-moment decisions that build academic English. Kinsella focuses on academic vocabulary and this will allow for Impact Academy to use a consistent and structured approach to developing academic language. These strategies will be taught through our professional development cycle, implemented in classrooms, and coaches will support their effective implementation across the disciplines.

In addition, Impact Academy will continue to support the role of primary language development through our Spanish for Native Speakers course. This supports students in not only having conversational Spanish, but academic language in both English and Spanish in order to support transfer across the two languages.

Lastly there are several components of the core Impact Academy program that support English Language development. Examples of these are creating strong and trusting relationships with

students, integration of students at all levels and from different cultures, a focus on goal setting, and college enrollment and persistence. Impact Academy will continue to develop, support, and nurture these in relation to ELs.

### **Progress Monitoring**

Impact Academy will use a series of data points to monitor the progress of ELs in the core classes:

- **Reading Comprehension data:** Students at Impact Academy take the Reading Plus screener test three (3) times a year in 9th - 12th grade for EL and IEP students to allow us to monitor growth in reading comprehension.
- **Teacher Formative Assessments:** Teachers are regularly identifying skills and completing classroom-based mini-assessments and checks for understanding. With a focus on accelerating EL progress, this data will be part of the intervention and tiered support process at the site.
- **Common Interim Assessments (CIAs):** The Envision Education network of schools has a series of two - three (2 - 3) interim assessments that are given in English and math classes at each grade level. Each CIA has both multiple choice questions and a performance task and targets the same standards over the course of the year. This allows us to see the progress of English Learners in the core classes.

### **Tier 2: Intervention (using Systematic ELD curriculum)**

Systematic ELD is a program developed by Susana Duto at EL Achieve. Where *Constructing Meaning* provides strategies for teachers to scaffold rigorous academic content for English Learners, Systematic ELD is an additional component of explicit language instruction. This Designated ELD block of time focuses on explicitly taught language through oral language development, purposeful interaction, written practice, and fluency. The goal is to build background knowledge, teach high leverage everyday and academic language, and work toward articulated language goals.

Impact Academy's Tiered Support framework will be the primary system to gather and analyze data patterns to respond to the specific needs of English Language Learners. Data will include ELPAC scores, grades, CIA scores based on Common Core State Standards, reading comprehension scores, and historical CAASPP scores. For EL students who are not responding to Tier 1 supports, the team will implement Tier 2 interventions which may include:

- Small group instruction within the classroom
- Small group instruction outside the classroom (pullout)
- Office Hours and/or 0 period with a classroom teacher dedicated to language and literacy skill building
- Personalized learning practice to emphasize skills



### **Tier 3: Intervention for ELPAC 1 & 2 students (using Systematic ELD curriculum)**

Intervention through one on one or small group pullout where Designated ELD instruction is delivered, either during pull-out in the Learning Center or during Office Hours/0 period.

Additionally, English learners who require tier 3 intervention are provided integrated or push in support in their core academic classes. We are also employing the use of Rosetta Stone software as a way to support students in some of the building blocks.

To further address the needs of English Learners, Impact Academy will utilize recommendations of Stanford University's Understanding Language project to guide instruction for English Learners. These recommendations include:

- Provide ELs access to complex texts and provide them with support in engaging with them in order to develop the ability to read complex texts and engage in academic conversations
- Provide support for ELs to build their linguistic repertoire by engaging productively in the kinds of language and literacy practices called for by the Common Core State Standards for both ELA and other disciplines, even though their developing language will be marked by “nonnative” or imperfect features of English
- Provide both “macro-scaffolding,” in which teachers attend to the integration of language and content within and across lessons and units, as well as “micro-scaffolding” during the moment-to-moment work of teaching
- Provide efforts for macro and micro-scaffolding across the curriculum in all content-area classes
- Build on students’ prior knowledge and experiences; consider and expand what ELs bring to the classroom
- Provide apprenticeship for ELs in the Workplace Learning Experience in order to develop students’ independence
- Provide ELs with meaningful activities that engage and challenge them

Throughout Impact Academy, students are grouped heterogeneously. Through Impact Academy's small size and low student-teacher ratio, EL students receive more focused instruction and more opportunities for intensive interventions where appropriate, including increased opportunities for varied types of grouping such as cooperative learning, close work with native speakers, and language ability grouping for English development. Also, project-based learning promotes language development through requiring and practicing strong speech production and usage, as students collaborate and manage tasks with each other. Teachers working with a student's advisor in grades 9th - 12th devise plans that can include pullout instruction, modified assignments, tutorial sessions, and elective classes. Teachers and advisors always collaborate with the student and their family to ensure agreement about the most appropriate educational supports, modifications, and accommodations.



## **Reclassification Procedures**

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

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC.
- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents' opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

## **Serving Students with Disabilities**

### **Philosophy**

Our belief is that ALL children are able to excel and succeed if instruction is designed to be aligned, inclusive, individualized, and differentiated to meet the needs of students with disabilities.

Therefore, the best way to support the great majority of students who qualify for special education services is through differentiated, inclusive, scaffolded, and individualized instruction in general education settings where children have access to appropriate content and concepts and are provided the support and modifications many of our other populations require to access the curriculum. Our tiered support and interventions system, in partnership with our comprehensive assessment system, supports students with disabilities by providing them maximum interventions and supports through the general education program as evidenced by Impact Academy Special Education graduation rate was 98% in 2019-20.

### **Overview**

Impact Academy recognizes its responsibility to enroll and support all students, regardless of disability, and pledges to work in cooperation with its Special Education Local Plan Area to ensure that a free and appropriate education is provided to all students with exceptional needs. Impact Academy shall comply with all applicable state and federal laws in serving children with disabilities, including, but not limited to the Individuals with Disabilities Education

Improvement Act of 2004 (IDEA), Section 504 of the Rehabilitation Act of 1973 (“Section 504”), Title II of the Americans with Disabilities Act (“ADA”), and other civil rights law enforced by the U.S. Department of Education Office for Civil Rights (OCR).

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

#### **SELPA Affiliation**

Impact Academy is its own local education agency (“LEA”) for the purposes of special education, in conformity with Education Code Section 47641(a) and is a member of the El Dorado County Charter Special Education Local Plan Area (“SELPA”). A change in LEA status or SELPA membership shall not require a material revision of this charter.

#### **LEA for Special Education**

Impact Academy shall comply with all state and federal laws related to the provision of special education instruction and related services. Impact Academy will follow policies and procedures of the SELPA in which it is a member and shall utilize appropriate SELPA forms and information systems necessary to identify and serve students who qualify for special education. Impact Academy agrees to collaborate with the SELPA to respond to inquiries and requests and provide access to information and records, as needed, and shall be responsible for maintaining confidentiality of student records.

Impact Academy shall not discriminate against any pupil with a disability in the admissions process or any other aspect of operation. Impact Academy recognizes its responsibility to enroll and support students with disabilities.

#### **Child Find**

Impact Academy understands its responsibility to ensure that all children with disabilities who need special education and related services are identified, located, and evaluated, regardless of the severity of the disability.

Impact Academy will implement a multi-tiered instructional and support framework, often referred to as Tiered Support, prior to referring a child for an evaluation under IDEA. However, Impact Academy shall ensure that Child Find identification occurs in a timely manner and that no procedures or practices result in delaying or denying this identification. A parent/guardian may request an initial evaluation at any time to determine if the child is a child with a disability, regardless of whether the child has participated in a tiered support framework. Special education referrals shall be made only after general education supports and interventions have been considered and provided, as appropriate. Impact Academy may also choose to refer a student for services through the provisions of a Section 504 Plan, if appropriate. No assessment or evaluation will be used for admission purposes.

Impact Academy shall be solely responsible for compliance with state and federal Child Find requirements. Impact Academy shall implement policies and procedures of the SELPA in which it is a member to ensure timely identification and referral of students suspected of having a disability.

### **Referral for Assessments**

The term “assessments” shall have the same meaning as the term “evaluation” in IDEA, as provided in Section 1414, Title 20 of the United States Code. Impact Academy determines what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. Parents/guardians will be informed that special education and related services are provided at no cost to them.

In the event that Impact Academy receives a written request for evaluation, it will be solely responsible for working with the parent/guardian to address the request and shall follow SELPA policies, procedures, and timelines. Impact Academy shall respond to a written request for assessment within 15 days.

### **Assessments**

Impact Academy is solely responsible for conducting special education assessments deemed necessary and appropriate by Impact Academy. The Education Specialist will be responsible for gathering all pertinent information and arranging for assessments to be conducted in all areas of suspected disability. Information gathered will be used as tools to determine the student’s disability, eligibility for services, and determining the nature and extent of required services. The types of assessments that may be used for determining eligibility for specialized instruction and services will include, but are not limited to:

- Individual testing;
- Teacher observations;
- Interviews;
- Review of school records, reports, and work sample; and
- Parent input.

Impact Academy will follow the following assessment guidelines. If a conflict with SELPA policies and procedures exists, then SELPA policies and procedures will govern.

- Parents or guardians of any student referred for assessment must give their written consent for the school to administer the assessment;
- The assessment will be completed and an Individualized Education Program meeting held within 60 days of receipt of the parent’s written consent for assessment
- The student must be evaluated in all areas related to their suspected disability;
- Assessments must be conducted by a person with knowledge of the student’s suspected disability, and administered by trained and knowledgeable personnel and in accordance

with any instructions provided by the producer of the assessments. Individually administered tests of intellectual or emotional functioning must be administered by a credentialed school psychologist;

- Assessments will be selected and administered so as not to be racially, culturally, or sexually discriminatory;
- Assessments will be delivered in the student's primary language and a qualified interpreter will be provided if needed;
- Assessment tools must be used for purposes for which the assessments or measures are valid and reliable;
- Assessments will be adapted as necessary for students with impaired sensory, physical, or speaking skills; and
- A multidisciplinary team will be assembled to assess the student, including a teacher knowledgeable about the disability.

Upon completion of the assessment, an IEP team will be assembled to review the results of the assessment and determine the student's eligibility for special education. Impact Academy will be responsible for scheduling, coordinating, and facilitating the IEP meeting. Educators qualified to interpret test results will present the assessment data at the IEP meeting. Parents/guardians will be provided with written notice of the IEP meeting and the meeting will be held at a mutually agreeable time and place.

### **IEP Development**

Every student who is assessed and found eligible for special education will have an IEP that documents assessment results and eligibility determination for special education services.

Impact Academy is solely responsible for ensuring that all aspects of the IEP and school site implementation are maintained. Impact Academy will provide modifications and accommodations outlined within each individual's IEP and serve each student in the Least Restrictive Environment (LRE).

Each student who has an IEP will have an IEP team that oversees the IEP Development, implementation, and progress of the student. All decisions concerning the special education programs and services to be provided to a student with a disability are to be made by the IEP team. The IEP team will include all of the following members:

- The parent or guardian of the student for whom the IEP was developed;
- The student, if appropriate
- A member of the school's administrative team (Principal or Vice Principal);
- A Learning Specialist (Special Education teacher);
- A general education teacher who is familiar with the curriculum appropriate to that student, if the student is, or may be, participating in the general education environment;
- A SELPA Special Education Representative, if appropriate;

- If the student was recently assessed, the individual who conducted the assessment or who is qualified to interpret the assessment results; and
- Others familiar with the student may be invited as needed.

Impact Academy will provide an interpreter, if necessary, to ensure that all parents and/or guardians understand and can participate in the IEP process. If a parent cannot attend the IEP meeting, the school will ensure their participation using other methods, such as conferencing by telephone, zoom, or meeting at the parent's home.

A copy of the IEP will be given to the parent/guardian in accordance with state and federal laws. Upon the parent or guardian's written consent, the IEP will be implemented by Impact Academy. The IEP will include all required components and be written on SELPA forms.

The student's IEP will include the following:

- A statement of the student's present levels of academic achievement and functional performance;
- The rationale for placement decisions, including cogent and responsive explanations for the recommendations;
- The services the student will receive and the means for delivering those services;
- A description of when services will begin, how often the student will receive them, who will provide them, and where they will be delivered;
- Measurable annual goals and short-term objectives, if appropriate, focusing on the student's current level of performance and appropriately ambitious for their circumstances; The goals and objectives will also be linguistically appropriate, as per Ed Code Section 56345(b);
- A description of how the student's progress toward meeting the annual goals will be measured and monitored, and when reports will be provided;
- Accommodations necessary to measure the academic achievement and functional performance of the pupil on state and district assessments;
- For students 16 years of age and older, measurable postsecondary goals related to training, education, employment, and independent living skills, along with transition services needed to assist the student in reaching those goals; and
- The IEP shall be reasonably calculated to enable the child to make progress appropriate in light of their circumstances.

IEP meetings will be held according to the following schedule:

- Yearly to review the student's progress and make any necessary changes;
- Every three (3) years to review the results of a mandatory comprehensive reevaluation of the student's progress;
- After the student has received a formal assessment or reassessment;

- When a parent or teacher feels that the student has demonstrated significant educational growth or a lack of anticipated progress (consistent with state and federal law, IEP meetings will be held within 30 days of a parent’s request);
- When an Individual Transition Plan (“ITP”) is required at the appropriate age; and
- When Impact Academy seeks to suspend or remove the student for a period of 10 days or more for the same behavior, in order to determine if the student’s misconduct was a manifestation of their disability.

### **IEP Review**

Impact Academy shall be responsible for conducting IEP reviews and determining necessary supports, services, placements, in accordance with SELPA policies, and all applicable laws.

Unless otherwise specified on the student’s IEP, parents will be informed of the student’s progress toward meeting annual goals at the same frequency as progress is reported to all students and parents and whether the student is expected to meet their annual goals. The Goals and Objectives section of the IEP will be an attachment to the general progress report. This will serve to document the method by which the student’s progress toward achieving the annual goal(s) is measured, the student’s progress during the relevant period, the extent to which it is anticipated that the student will achieve the annual goal(s) prior to the next annual review, and where needed, the reasons the student did not meet the goal(s).

If a parent/guardian or faculty member feels the student’s educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to the school. Once the request is received, Impact Academy will have 30 days, not including school vacations greater than 5 days, to hold the IEP meeting.

### **Special Education Strategies for Instruction and Services**

Impact Academy offers a comprehensive inclusion program. We believe that all students can access a rigorous, college prep curriculum through thoughtful planning and collaboration. This includes strategies such as push-in and co-teaching support, pullout and individualized or small group support, specialized and individualized tutoring or coursework based on student needs, and extended day support. Each student’s IEP requires different kinds of accommodations and modifications for instruction and services; therefore, the educational strategies of the IEP will be built around the student’s needs. If a student’s IEP team determines that the student requires placement outside of a general education classroom, Impact Academy will provide the necessary placement and/or services. The instruction outlined in each student’s IEP will be delivered by personnel qualified to do so.

### **Interim and Initial Placements of New Charter School Students**

Impact Academy shall comply with Education Code Section 56325 with regard to students transferring into Impact Academy within the academic school year. Impact Academy provides transferring students with free and appropriate public education, including services comparable to those listed in the existing IEP.

In accordance with Education Code Section 56325(a)(1), for students who enroll in Impact Academy from another school within a different SELPA within the same academic year, Impact Academy shall provide the pupil with a free appropriate public education (FAPE), including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed 30 days, by which time Impact Academy shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into Impact Academy from another school within the same SELPA within the same academic year, Impact Academy shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and Impact Academy agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

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

### **Staffing**

Impact Academy assumes responsibility for special education staffing and service delivery. Impact Academy will be responsible for hiring, training, and/or contracting with the staff necessary to provide special education services to its students. Impact Academy shall ensure that all special education staff hired or contracted by Impact Academy is qualified to provide services in accordance with all applicable laws, regulations, and SELPA policies.

It is the goal of Impact Academy to employ at least one full time teacher with a valid Special Education Credential. Currently, in the 2020-21 school year, there are a total of two credentialed Special Education teachers, one Instructional Aide, and one School Psychologist serving students in grades 9th - 12th. These teachers, along with the Principals of Impact Academy, the Director



of Special Education, and the Program Specialist, will be the primary Impact Academy representatives tasked with assuring that all aspects of the IEP are properly implemented.

The Special Education teachers:

- Ensure that all aspects of the IEP are followed;
- Arrange for the teacher of the student to attend the team meetings;
- Communicate with parents about progress made toward attaining the goals stated on the student's IEP, and inform them of due process procedures and rights;
- Consult quarterly with the Principal to ensure that the objectives and goals of students with IEPs are being met;
- Complete the requisite paperwork, updating and filing of necessary information for initial referrals, triennial evaluations, ongoing monitoring of student progress, and appropriate provision of any/all test modifications as stipulated in the IEP;
- Maintain a central file with all special education evaluation material and IEPs in accordance with FERPA and IDEA guidelines; and
- Provide a report of student progress on the same schedule as students in general education.

All teaching staff at Impact Academy will also be involved in assuring that all IEPs and 504 plans are properly implemented.

### **Professional Development for Charter School Staff**

Impact Academy administrators, general and special education teaching staff, as well as other appropriate faculty and staff members attend professional development and/or training meetings necessary to comply with state and federal special education laws, including training sponsored by the District and/or SELPA.

Impact Academy seeks professional development opportunities for its staff through potential trainings facilitated by the District, SELPA, colleges and universities, and private companies or agencies to ensure compliance with state and federal special education laws as well as implementation of best practices for students with disabilities.

### **Reporting**

Impact Academy, in collaboration with the District or SELPA where appropriate, will collect and maintain the following information on disabled students as required by IDEA:

- A calculation of all school-age students with disabilities provided special education services by age, grade, category of disability, and the number of students with disabilities who are English Learners;
- The number of students provided with test modifications and the types, and the number of students exempted from statewide assessments;



- The settings in which students with disabilities receive their services, specifically including the portion of the school day they receive services with non-disabled peers and time away from the regular classroom;
- The number of students with disabilities suspended "in-school" and out of school, organized by disability and length of suspensions; and
- The basis of exit from Impact Academy of students with disabilities (i.e., attainment of diploma and type, declassified, moved, etc.).

All necessary procedures and practices to ensure confidentiality and accurate/timely reporting will be the responsibility of the Education Specialist supported by the Principal, Director of Special Education, and the Program Specialist. The Education Specialist will ensure that a central file with all special education evaluation material and IEPs is maintained, locked and confidential, in accordance with IDEA guidelines. The Education Specialist will oversee access to these records, and will be responsible for ensuring that all providers responsible for the implementation of a student's IEP will have access to a copy of the IEP and will be informed of their specific responsibilities in implementing the IEP.

### **Procedural Safeguards**

Parents/guardians of students with IEPs at Impact Academy must give written consent for the evaluation and placement of their child, be included in the decision-making process when change in placement is under consideration, and be invited, along with teachers, to conferences and meetings to develop their child's IEP.

The school will provide the parent with a written Notice of Procedural Safeguards, which will include information on the procedure to initiate both formal and informal dispute resolutions, at least once per year. Impact Academy will utilize the Notice of Procedural Safeguards used by the District or SELPA in which it is a member.

Concerns or disagreements raised by parents/guardians will be acknowledged by the school within five (5) days. Impact Academy will work to arrange a meeting with the parents/guardians to seek resolution of the disagreement. If a disagreement or concern persists, parents/guardians have the right to initiate a due process hearing to challenge a decision regarding the identification, evaluation, or educational placement of their child.

### **Dispute Resolution**

Impact Academy acknowledges its responsibility to resolve disputes or defend due process complaints arising as a result of Impact Academy's alleged failure to provide FAPE to students enrolled in the charter school. Impact Academy may also initiate a due process hearing or request for mediation with respect to a student enrolled in Impact Academy if it determines such action is legally necessary or advisable.

## **Complaint Procedures**

Parents/guardians also have the right to file a complaint with the District and/or California State Department of Education if they believe that the school has violated federal or state laws or regulations governing special education.

## **Section 504 of the Rehabilitation Act**

Impact Academy recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of Impact Academy. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504.

Impact Academy shall be solely responsible for its compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. All facilities of Impact Academy shall be accessible for all students with disabilities in accordance with ADA.

Impact Academy will designate one employee to coordinate the school's compliance with its responsibilities under Section 504. A Section 504 team will be assembled by an administrator of Impact Academy and includes the parent/guardian, the student (where appropriate), a qualified staff member, and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The Section 504 team will review the student's existing records, including academic, social, and behavioral records, and is responsible for making a determination as to whether an evaluation for Section 504 services is appropriate.

If the student has already been evaluated under IDEA but found ineligible for special education instruction or related services under IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the Section 504 team, which will evaluate the nature of the student's disability and its impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The Section 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel;
- Tests and other evaluation materials including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient; and
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the

student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills.

The final determination of whether the student is eligible for services under Section 504 is made by the Section 504 team. Written notice of the eligibility determination is provided to the parent/guardian of the student in their primary language along with notice of the procedural safeguards available to them. If during the evaluation, the Section 504 team obtains information indicating possible eligibility of the student for special education per IDEA, the Section 504 team will make a referral for assessment under IDEA.

If the student is found by the Section 504 team to qualify for services and supports under Section 504, the Section 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education. In developing the Section 504 Plan, the Section 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources including, but not limited to, assessments conducted by the school's professional staff. The Section 504 Plan shall describe the Section 504 disability and any program accommodations, modifications, or services that may be necessary.

All Section 504 team participants, parents, guardians, teachers, and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's Section 504 Plan. An Impact Academy Administrator will ensure that teachers include Section 504 Plans with lesson plans for short-term substitutes and that they review the Section 504 Plan with a long-term substitute. A copy of the Section 504 Plan shall be maintained in the student's file. Each student's Section 504 Plan will be reviewed at least once per year to determine the appropriateness of the plan, needed modifications to the plan, and continued eligibility.

### **Transfer Of Courses/College Entrance Requirements**

Students may fulfill course requirements through coursework at Impact Academy or through approved coursework at a local college or community college. Students will have the opportunity to earn credits that fulfill the University of California/California State University (UC/CSU) system A-G requirements. Envision Education has been granted "Program Status" by the University of California system as it relates to our courses being A-G approved for the entire organization. Envision Education was the first charter management organization (CMO) granted program status, which is a clear indication of the deep rigor of our courses and their validation by the UC system. By virtue of required coursework at Impact Academy, all graduates fulfill or exceed the UC/CSU system A-G requirements, based on the Graduation Requirements chart included in Element B, below. In addition, in 2017 Impact Academy was granted a full six-year WASC accreditation, thus all courses offered by Impact Academy are considered transferable to other public high schools (see Appendix D). Parents are notified of the transferability of courses

to other public high schools, and the eligibility of Impact Academy courses to meet college entrance requirements in the Impact Academy handbook, which is given to parents and students upon enrollment.

## ELEMENT B: MEASURABLE STUDENT OUTCOMES

**Governing Law:** *The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both school wide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school. —Education Code Section 47605(c)(5)(B)*

### **Impact Academy Graduation Requirements**

At Impact Academy we are focused on rigor. By rigor we don't mean more content, we mean more complexity: the ability to think like a historian or mathematician, the ability to know and use the 21st century leadership skills necessary in college and life, and the ability to reflect about one’s personal journey as a learner. In short, we are about students knowing, doing, and reflecting.

Impact Academy students *know, do, and reflect* on academic subjects in 6th - 12th grade. They focus on four core competencies and four leadership skills required for college. In addition, 11th and 12th grade students complete a project for their Workplace Learning Experience (WLE Internship) that demonstrates their ability to use leadership skills as well as inquire, analyze, research or express themselves creatively in the workplace.

From the moment our students begin their experience at Impact Academy in 6th grade, they prepare for their 12th Grade College Success Portfolio, which is part of the body of evidence to assess whether a student is ready to be successful in college and in the workplace. The determination is based upon multiple indicators including completion of coursework, participation in projects, and other measures that show a student’s proficiency on the relevant content standards.

To ensure our students are prepared to defend their College Success Portfolio in 12th grade, all 8th grade students defend an 8th Grade Portfolio and 10th grade students defend a Benchmark Portfolio at the end of their 10th grade year. The completion of the 12th Grade College Success Portfolio 10th grade Benchmark Portfolio and 8th Grade Portfolio is required for all students.

Each portfolio accomplishes the following:

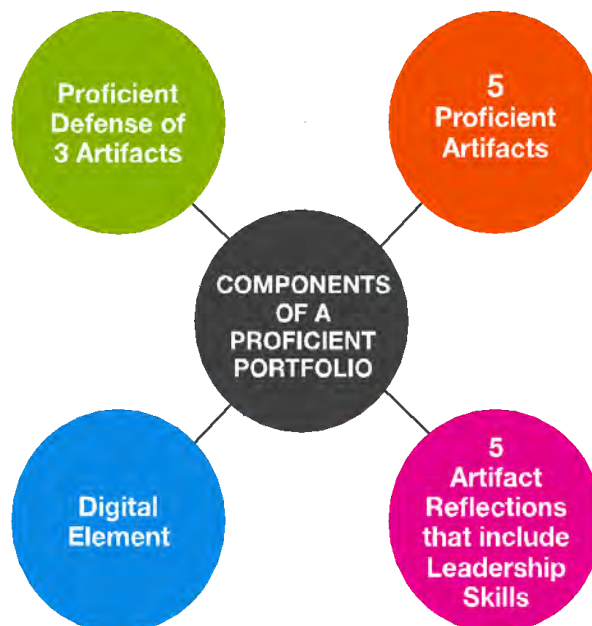
- Requires each student to demonstrate what he or she knows and is able to do in an individualized format;
- Emphasizes the importance of reflecting on one’s learning (meta-cognition);

- Enables a committee (of a student’s advisor, teacher(s), peer(s), and other community members) to assess their readiness for college and work;
- Produces meaningful indicators of student learning that informs curriculum and teaching practice throughout Envision Education; and
- Promotes a shared understanding among students, teachers, parents, and community of the quality of work and what graduates are expected to know and be able to do.

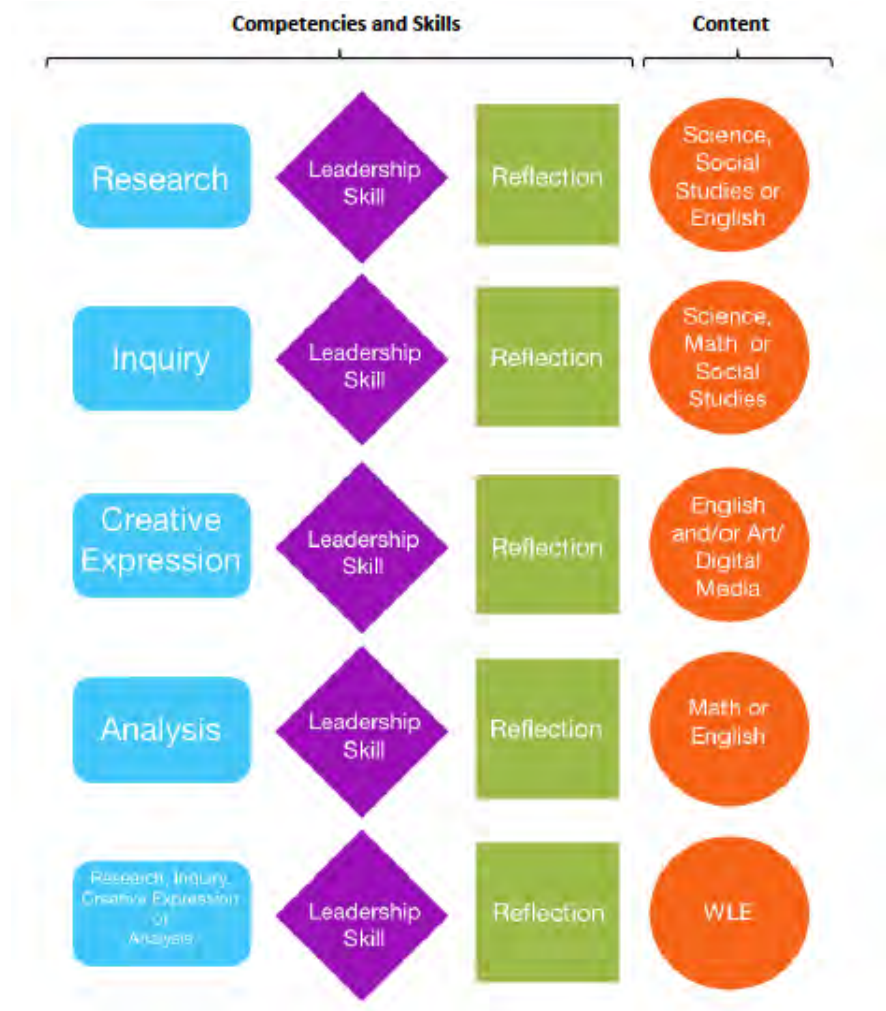
The portfolios are not a random compilation or collection of a student’s best work in different subjects, but are the deliberate and thoughtful selection of student work assembled by the student in a unique and compelling way to provide evidence of their learning at Impact Academy.

The requirements for a complete and *proficient* 12th grade College Success portfolio are as follows:

- The portfolio includes a proficient artifact per **competency** (research, inquiry, creative expression, analysis) plus WLE for CSP (total = four artifacts for Promotion Portfolio and Benchmark Portfolio and five artifacts for CSP).
- Each artifact must come from a different subject area. For example, if a science artifact is used for Research, then a social studies artifact must be used for Inquiry.
- For CSP, WLE cannot be the sole artifact for a competency; it’s in addition to the subject-specific artifact.
- Each artifact is tied to at least one leadership skill and all leadership skills must be represented.



The oral defense of each portfolio is an individualized presentation of learning during which the student reflects on their work, provides evidence of 21st Century Leadership Skills, and demonstrates how their work both meets the school’s criteria for graduation and supports their personal and professional goals.



In addition to Impact Academy’s Portfolio requirements, Impact Academy students are required to complete the following coursework.

6th – 8th grade students will complete coursework in the following general categories for promotion into the 9th grade.

Subject Area	Topics	Promotion Requirement
Humanities	Ancient History	1 year
	World History	1 year
	US History	1 year



English	English 6 English 7 English 8	3 years
Mathematics	Math 6 Math 7 Math 8	3 years
STEM	Integrated STEM 6 Integrated STEM 7 Integrated STEM 8	3 years
Flex (goal setting, math and reading personalized learning, Mindsets reflection, portfolio planning)	Flex 6 Flex 7 Flex 8	3 years
Physical Education and Theater	Physical Education and Theater 6 Physical Education and Theater 7	2 years
Art and Design	Art and Design 8	1 year

9th – 12th grade students are required to complete the A-G requirements listed below:

Subject Area	Examples of Course Titles	UC/CSU Requirement	IA Graduation Requirement
Social Science	World History United States History Government	1 year 1 year	1 year 1 year 1 year
Language Arts	World Literature, American Literature, English Language & Literature, and English Language Arts	4 years	4 years
Mathematics	Algebra, Geometry, Algebra II, Pre-Calculus, AP Calculus	3 years	3 years (4 recommended)
Science	Biology, Physics, Chemistry, AP Environmental Science	2 years	2 years (3 recommended)
Spanish/Second language	Spanish 1, Spanish 2 AP Spanish Literature	2 years	2 years <i>or satisfaction of LOTE requirement</i>



Other	Digital Media Arts, Visual Arts	1 year	2 years (3 recommended)
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**Goals, Actions, and Measurable Outcomes Aligned with the Eight State Priorities**

Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), Impact Academy’s annual goals, actions, and measurable outcomes, both schoolwide and for each subgroup of pupils, which address and align with the Eight State Priorities as described in Education Code Section 52060(d), can be found in the Charter School’s Local Control and Accountability Plan (“LCAP”) (see Appendix C). Each of these goals addresses the unique needs of all students attending Impact Academy, including our numerically significant student subgroups. The metrics associated with these goals help us to ensure that these specific subgroups are making satisfactory progress, and are provided with necessary additional supports made possible by additional funds from the Local Control Funding Formula.

The current LCAP is on file with HUSD. Impact Academy shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education. Impact Academy reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter through the annual LCAP update. Impact Academy shall submit the LCAP to the District annually on or before July 1, as required by Education Code Section 47604.33.

At the heart of all the work at Impact Academy are outcomes, measured by rigorous performance assessments. The curriculum affirms the central importance of students learning how to learn, how to reason, and how to investigate complex issues that require collaboration, personal responsibility and tolerance for uncertainty. In addition to these broad, interdisciplinary outcomes, Impact Academy students also master the State Standards (Common Core State Standards, California State Content Standards, and Next Generation Science Standards). Impact Academy’s curriculum is aligned to the demands of the College Success Portfolio and the rigor of the State Standards, with the goal of all students reaching a proficient mastery as measured by the CSP and the California Assessment of Student Performance and Progress (CAASPP) assessment system for each grade (e.g., the Smarter Balanced Assessments, the California Standards Test (CST), the California Modified Assessment (CMA), and the California Alternate Performance Assessment (CAPA)), and the Physical Fitness Test (PFT).

Impact Academy also pursues the following outcomes:

- 95% of Impact Academy’s class of 2021 graduates will be accepted to 4-year college
- College attendance rates in the year following graduation will increase to 90% or higher
- Students’ readiness for college as measured by the English for Academic Purposes (EAP) (Meeting or Exceeding standards on the SBAC - CAASPP) will increase to 80% in ELA

- and 50% in math, and 3% growth in each year thereafter
- 100% of Impact Academy graduates will be proficient or higher on their College Success Portfolio tasks and defenses for the next five years
  - 90% of students attending Middle Grades at Impact Academy will be at grade level in reading and math by the time they enter 9<sup>th</sup> grade

Benchmark skills and specific classroom level skill outcomes continue to be developed for each grade level and course. Exit outcomes and performance goals may need to be modified over time and will continue to meet or exceed the academic goals required by the Charter Schools Act.

Impact Academy is committed to ensuring all of its students make the academic and social-emotional growth necessary to be prepared to succeed in college and career. Students will demonstrate their academic growth through Envision's Benchmark and College Success Portfolio Defense System, on SAT and SBAC - CAASPP-aligned Interim Assessments, and through the CAASPP assessment system.

## **ELEMENT C: METHODS OF ASSESSMENT AND OTHER USES OF DATA**

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

Impact Academy will meet all statewide standards and will conduct pupil state assessments required pursuant to Education Code Section 60605 and any other statewide standards authorized in state or pupil assessments applicable to pupils in non-charter public schools.

### **How Assessments Align to Mission and Curriculum**

The mission of Envision Education is to transform the lives of students – especially those who will be the first in their families to attend college – by preparing them for success in college and in life. Envision Education believes that by entering, succeeding in, and graduating from college our students transform the trajectories of their lives and eventually their communities. In order to prepare students to enter and succeed in college, Impact Academy has chosen to use the Accelerated Reader STAR Reading Assessments, the EAP, Interim Assessments, the College Success Portfolio, and the state-mandated CAASPP assessment program for its assessments.

For the past three years, Impact Academy has been taking the STAR Reading Assessments as a method to measure reading growth across the school and measure the success of reading intervention programs that include Sustained Silent Reading in 6th, 7th, and 8th grade Advisories and reading intervention programs for struggling readers.

Impact Academy also partners with CollegeSpring to provide all 11th graders preparation for the SAT. Teachers are trained to deliver curriculum in their classrooms and to review individual reports from three diagnostic (full-length practice) exams with students to guide their study during their core class periods.

The Smarter Balanced Assessment, UC/CSU grade point average, and the Common Interim Assessments are other important measures to track our students' success and preparedness for college. The SBAC - CAASPP tests help determine whether a student is college-ready. Since Impact Academy is a college prep program, it is important to know how many students are prepared for college level work when they graduate. To prepare for the SBAC - CAASPP, Impact Academy has developed interim assessments in math and English. These assessments are aligned to the Common Core State Standards and are correlated to the curriculum in classrooms. Results from these assessments are used to improve instruction and student growth. Our Middle Grades implement Interim assessments as well in order to prepare students for the Smarter Balance Assessment at the end of 6th, 7th, and 8th grades.

The College Success Portfolio is a distinguishing feature of Impact Academy and all Envision Education schools. All students, in order to earn their diploma, are required to defend their College Success Portfolio. This Portfolio contains evidence of the student’s mastery of the Envision 21st Century Leadership Skills and in four Competencies: Research, Analysis, Creative Expression, and Inquiry. These portfolios contain evidence from work in their social studies and science classes as well as English, math, world languages, and the arts.

Impact Academy Lead Teachers support professional learning communities. In content-specific PLCs, Envision teachers implement the improvement science framework: “Plan, Do, Study, Act.” They meet weekly via Zoom to collaborate to plan curriculum and performance assessments, analyze student work, and plan for corrective instruction. This work is supported at the site level by our Directors of Instruction.

A description of the assessments Impact Academy utilizes in its educational program, which are aligned to the Eight State Priorities and demonstrate multiple measures for each subject area, are included in the LCAP. Impact Academy affirms that its methods for measuring pupil outcomes for the Eight State Priorities, as described above and in Element B of this charter, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605(c)(5)(C).

### **Plan for Collecting, Analyzing and Reporting Student Performance Data**

The assessment tools and student outcomes outlined in Elements B and C of this charter identify the measurable pupil outcomes and the multiple types of assessment used by Impact Academy. This assessment system is designed to ensure that all students grow as learners and leave Impact Academy prepared for college-level coursework. It also allows teachers and administrators to track the progress of our students to be college-ready. The information below outlines how Impact Academy analyzes and reports on the data from each assessment.

- **Reading Comprehension:** The use of the Reading Plus program, including its screener Insight, enables Impact Academy to measure the reading growth of students, and measure the effectiveness of their reading programs. Students take the reading assessment two times a year to track their growth. Impact Academy also uses these reading assessment scores in their tiered support and interventions program as a way to measure the progress of students in their intervention programs.
- **Interim Assessments:** The interim assessments for our 6th - 12th grade students take place two - three times a year and help students prepare for the CAASPP Assessments. Our internally developed interim assessments are aligned to the Common Core State Standards and focus on performance tasks similar to the Smarter Balanced Assessment. Teachers use the results from these assessments to adjust their teaching based on student results and improve student-learning outcomes. After each interim assessment, administrators conduct data conferences to analyze the test results and develop goals for

the next assessment. To prepare for these meetings, teachers fill out a data conference template that guides their analysis of the data. The data template requires teachers to reflect on standards where students struggled and succeeded and develop instruction that will help students master the Common Core State Standards.

- **CAASPP:** The summative CAASPP test results help Impact Academy measure how prepared students are for college level coursework. This assessment occurs in a student's 11th grade year, while there is still time to help students gain the skills they need before graduating the following June. Impact Academy can use the CAASPP results to help fill skill gaps for students in their 12th grade year before going on to college.
- **Portfolio Defense Assessment:** Grades 9th -12th: Through the College Success Portfolio system, teachers and leaders track the number of proficient artifacts completed by students to ensure that students are on the right track to completing their CSP portfolio and defense. Students participate in an extensive revision process when preparing for their CSP defense. In order to prepare for the defense, students must prepare an introduction, digital arrangement of their work, reflective summaries, and workplace artifact and reflection. Teachers review all of these materials extensively and students produce multiple drafts before presenting their work. Students also develop a reflection each time they develop a performance task that is included in their portfolio. During the CSP defense presentation, students are required to reflect on how their work both meets the school's criteria for graduation and supports their professional goals. Grades 6th - 8th: Through the 8th Grade Portfolio system, teachers and leaders engage students in frequent mini-presentations of learning to practice the skills required for metacognitive reflection about growth in the 4 Mindsets. The focus of this process is on recognizing and celebrating growth.
- **Formative Assessment:** Teachers are constantly collecting feedback from students about their growth through exit tickets, unit assessments, presentations, and essays. Through these formative assessments, teachers can give feedback to students about their learning and help them understand where they need to grow. Teachers collaborate in PLCs to analyze formative assessment data and respond with corrective instruction as needed.

### **Reporting to the Broader Community**

- **SARC:** Impact Academy annually publishes the School Accountability Report Card (SARC) in accordance with state and federal laws as they apply to charter schools.
- **LCAP:** The annual update to the LCAP will be produced and submitted to the District in accordance with Education Code Sections 47606.5 and 47604.33.
- **District Visitation/Inspection:** Impact Academy will comply with a District-requested visitation process and enable the District to gather information needed to validate Impact Academy's performance and compliance with the terms of its charter. Impact Academy agrees to the right of the District to make random visits and inspections in order to carry out its required oversight in accordance with Education Code Section 47607.

- **Responses to Inquiries:** Impact Academy will respond to all reasonable questions including, but not limited to questions regarding financial records from the District, , and the State Superintendent of Public Instruction in accordance with Education Code Section 47604.3.

## ELEMENT D: GOVERNANCE STRUCTURE

**Governing Law:** *The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.— Education Code Section 47605(c)(5)(D)*

### **Non-Profit Public Benefit Corporation**

Impact Academy is a directly funded independent charter school and is operated by Envision Education, Inc., a California non-profit public benefit corporation, pursuant to California law and Education Code Section 47604. Impact Academy operates autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated with the District. Pursuant to Education Code Section 47604(d), the District shall not be liable for the debts and obligations of Impact Academy, operated by Envision Education, Inc., a California non-profit benefit corporation, or for claims arising from the performance of acts, errors, or omissions by Impact Academy as long as the District has complied with all oversight responsibilities required by law.

See Appendix E for the Envision Education Articles of Incorporation, Bylaws, and Appendix F for the Conflict of Interest Code.

Envision Education, Inc. is a California nonprofit 501(c)(3) tax-exempt corporation, incorporated in 2001, that manages three charter schools, each by a different chartering authority. The charter petitioner, operator, and governing body for all Envision Education schools is the Envision Education Board of Directors (“Board of Directors” or “Board”). Each Envision Education charter school maintains a separate budget and undergoes its own financial audit each year. Envision Education also creates combined financial statements annually.

As also stated in the Assurances and Declaration section above, Envision Education will:

- Collaborate with the Hayward Unified School District
- Be operated as an independent 501(c)(3) tax-exempt California nonprofit public benefit corporation
- Be governed by its Board of Directors, as defined by the California Corporations Code
- Operate in accordance with all applicable federal, state, and local laws, the Articles of Incorporation, and Bylaws of the nonprofit corporation, which will be maintained to align with the charter
- Operate public schools and not charge tuition
- Encourage diversity in its programs, policies, and practices
- Not discriminate in any programs, policies and practices on the basis of the characteristics listed in Education Code Section 220
- Be nonsectarian in its programs, admission policies, employment practices, and all other



operations

### **Summary Of Governance Structure**

Impact Academy is a charter school operated by and accountable to Envision Education, Inc., a California non-profit public benefit corporation as governed by the Envision Education Board of Directors in accordance with California law and its adopted bylaws. Current members of the Board of Directors, as of July 2020, are listed in Appendix F. Pursuant to Education Code Section 47604(c), HUSD may appoint a representative to the Envision Education Board of Directors. The Envision Education corporate bylaws are maintained to align with this charter and include information about the Board committees and Board election/appointment and turnover. In considering new members of the Board of Directors, the Board seeks out educational leaders in the community with a passion for education and proven experience and/or knowledge in one or more of the following areas: urban education, curriculum, assessment, non-profit operation, finance, law, and real estate. The governance structure of Impact Academy includes the following components:

- Envision Education, Inc., a California Non-Profit Public Benefit Corporation, governed by the Board of Directors, which is Impact Academy’s governing board
- Chief Executive Officer
- Chief Academic Officer
- Principals
- A Site Leadership Council

### **Board Of Directors**

Subject to the limitations of this charter and of the corporate bylaws, the governance of Impact Academy is under the authority of the Board of Directors and its duly appointed representatives.

The Board appointment, Board elections, terms, term limits, resignation, removal, and vacancies are all handled in accordance with the corporate bylaws, which may be changed from time to time at the discretion of the Board of Directors. In accordance with the bylaws, the number of directors shall be at least three (3) and no more than seventeen (17). The Board of Directors meets regularly to review and act on its responsibilities. Meetings of the Board of Directors are held at least six (6) times per year. All meetings are held in accordance with the Brown Act and Education Code Section 47604.1. Envision Education shall comply with the Public Records Act, Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1 and applicable portions of the Corporations Code. Special board meetings occur on an as-needed. Twenty-four hours’ notice, in accordance with the Brown Act, is required for special board meetings.

Directors have a fiduciary duty to ensure the governance, programmatic, operational and fiscal health, and integrity of Envision Education. The Board also acts to ensure that Envision Education best fulfills its mission and operates within the context of its strategic plan. Board members shall become properly oriented with Envision Education's purpose, history, and needs. They shall also support the mission, vision, and programs of Envision Education.

### **Term**

Board terms are for three (3) years. Board members are expected to serve at least one term. Directors are generally limited to two (2) three-year terms.

### **Attendance**

Preparation for and attendance at Board meetings in person is expected. Absence from one meeting each year is allowed.

### **Officers**

Members will elect a Chair, Vice Chair, and Secretary/Treasurer. Terms of office are two (2) years for each position.

### **Board Work**

Each Board member is expected to participate as a resource on one or more Board committees or working groups, whether standing committees or ad hoc working groups, as the board requests.

### **Program Oversight**

Each Board member is expected to:

- Become and remain knowledgeable about Envision Education's programs.
- Provide assistance and advice to the CEO and staff on issues within the member's areas of interest and expertise.
- Evaluate the progress of the organization in achieving its defined goals.
- Visit an Envision Education charter school or attend an Envision Learning Partners event once a year. Given the importance of maintaining the board's connection to the staff and students at schools, at least one board meeting per year will "bring the schools to the board" to supplement individual director visits.
- Participate in strategic planning activities.

### **Legal/Financial**

Each Board member is expected to:

- Review and understand the organization's financial reports
- Approve the annual budget and monitor budget implementation
- Ensure that revenue requirements are satisfied
- Oversee an independent audit on an annual basis

- Maintain corporate compliance and tax-exempt status

### **Fundraising & Development**

Each Board member is expected to:

- Provide leadership in fundraising activities and events, specifically including attending fundraising activities and introducing prospective supporters to Envision Education
- Make Envision Education a philanthropic priority personally by making a meaningful gift each year
- Act as public ambassadors and advocates for Envision Education and its work

### **Board Effectiveness**

Each Board member is expected to:

- Assure that the Board fulfills its fiduciary responsibility for the governance and effectiveness of the organization
- Recruit, elect, and assist in the orientation of new Board members

### **Chief Executive Officer**

It is the Board's responsibility to:

- Approve the selection, compensation for, and if necessary, dismissal of the CEO
- Evaluate the CEO's performance in achieving the defined goals of the organization on an annual basis
- Approve selection, compensation, and dismissal for all executives reporting directly to the CEO, albeit taking into consideration the recommendation of the CEO

The CEO is responsible for administering and managing Envision Education, working with the Envision Education Board of Directors, the school communities, chartering authorities, and governing bodies specified by local and state law. The CEO's responsibilities include, but are not limited to, the following:

- Hire, supervise, evaluate, discipline, and dismissal of Envision Education's management team, including the Chief Academic Officer, Chief People Officer, Chief Operating Officer, and the Executive Director of Envision Learning Partners
- Approve contractual agreements below \$100,000
- Participate in the dispute resolution procedure and complaint procedures when necessary

### **Chief Academic Officer**

The Envision CEO hires the Chief Academic Officer, who is responsible for managing the performance of Envision Education schools including Impact Academy. The CAO's responsibilities include, but are not limited to, the following:

- Hire, supervise, evaluate, discipline, and dismissal of Impact Academy Principals
- Hire, promote, discipline, and dismiss all employees of Impact Academy after

consideration of a recommendation by Principal

- Regularly measure progress of both student and staff performance
- Involve parents and the community in school related programs
- Approve the school calendar
- Review requests for out of state or overnight field trips

### **Impact Academy Principals**

The Chief Academic Officer hires a Principal, who is responsible for administering Impact Academy in all of its aspects, working with the Envision Education Management Team, the Impact Academy Leadership Council, HUSD, and the other governing bodies specified by local and state law. The Principal’s duties, as directed by the CEO are outlined in the job description (see Appendix G).

The Principal’s responsibilities include, but are not limited to, the following:

- Hire, supervise, evaluate, discipline, and dismissal of Impact Academy staff
- Regularly measure progress of both student and staff performance
- Involve parents and the community in school related programs

### **Local Governance: Impact Academy Site Leadership Council**

Under this charter, the Board of Directors of Envision Education, Inc. retains ultimate responsibility and accountability for Impact Academy. However, Impact Academy will continue to be locally managed by the Principals, as designated by the CEO of Envision Education, and the Impact Academy Site Leadership Council (“LC”). Meetings of the Leadership Council shall be held in accordance with the Brown Act. LC responsibilities include:

- Site budget recommendations to the Board of Envision Education
- Teaching and learning policies
- Determining school calendar and other logistical policies

### **Parent, Student, And Community Involvement**

Envision Education strongly encourages parents and members of the community to participate in and share responsibility for the educational process and educational results of Impact Academy. As members of the LC, parents are active participants in developing school policies and leading efforts to engage the support of the community, making recommendations about issues related to the school, and reviewing parental and community concerns. Other opportunities for parent involvement include:

- Parents, students and advisors meet at least twice a year to plan and assess the students’ learning progress and determine goals.
- Exhibition panels – parents and mentors sit on panels to judge student work.
- Charter School and staff evaluations – parents fill out a survey each year evaluating the strengths and weaknesses they identify with the program at Impact Academy.

- Student-lead conferences – students will lead conferences on their work mid-year to keep parents informed.
- Volunteer opportunities at the Impact Academy site – Various opportunities will arise for parents to volunteer, for example, help in classrooms, lead extra-curricular activities, assist in event planning, attend field trips and serve on parent committees. Although no formal requirement will be imposed, it is encouraged that parents volunteer approximately 20 hours per year to the school. No student will be excluded from Impact Academy or school activities due to the failure of their parent or legal guardian to fulfill the encouraged 20 hours of participation.
- Fundraising – parents and community members may work with the Charter School to raise additional resources to support students and the school program.
- Advocacy – parents and community members communicate the Charter School design and outcomes to the public, educators and policy makers and advocate for necessary policies and resources.

Envision Education and the LC will translate materials and when necessary or provide a translator for communication with parents who do not have English as a primary language.

### **Complaint Procedures For Parents And Students**

Envision Education has designated at least one employee to coordinate its efforts to comply with and carry out its responsibilities under the Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, including any investigation of any complaint filed with Envision Education alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws.

Envision Education adopts and publicizes complaint procedures providing for prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited by Title IX or Section 504.

Envision Education implements specific and continuing steps to notify applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity that it operates and that it is required by Title IX and Section 504 not to discriminate in such a manner.

### **Conflict Of Interest**

Envision Education has adopted a Conflict of Interest Code that complies with the Political Reform Act, Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1, Corporations Code conflict of interest rules, and which shall be updated with any

charter school-specific conflicts of interest laws or regulations.

See Appendix F for the Envision Education Conflict of Interest Code.

### **Collective Bargaining Agreement**

School-based certificated employees ( classroom teachers, counselors/college advisors, and psychologists), excluding all management, supervisory, and confidential employees across Envision Education are managed in accordance with the current collective bargaining agreement between Envision Education and Envision United CTA/NEA, which was developed in the 2019-20 school year and signed in June 2020.

## ELEMENT E: EMPLOYEE QUALIFICATIONS

*Governing Law: The qualifications to be met by individuals to be employed by the charter school. —Education Code Section 47605(c)(5)(E)*

### **Employee Qualifications**

Envision Education will recruit professional and qualified personnel to serve in administrative and teaching capacities at Impact Academy with an emphasis on recruiting a staff that reflects the diversity in the student population Impact Academy serves. Staff outreach efforts include: encouraging staff of color to attend recruiting events geared towards persons of color; person-to-person outreach; develop partnerships with organizations; and develop a program of hiring a diverse pipeline of teaching assistants and/or substitutes and provide support in enrolling in credential programs.

In its current configuration, Impact Academy has two principals, four assistant principals, one office manager, two administrative assistants, 20 classroom teachers for the high school, 17 classroom teachers for the middle grades, four Learning Specialists, three instructional aides, one college counselor, and a school psychologist. This enrollment configuration is designed to serve approximately 835 students in the middle grades and high school. All employees meet specific qualifications for employment as outlined in the job descriptions in Appendix H.

Teachers at Impact Academy must meet the credential requirements outlined in Education Code Section 47605(1) as follows:

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

Envision Education may also employ or retain non-certificated instructional support staff where there is an appropriate mix of subject matter expertise, professional experience, language skills, and the demonstrated capacity to work successfully in an instructional support capacity. Instructional support staff will not assign grades or approve student work assignments without the approval of a teacher.

All non-instructional staff will possess experience and expertise appropriate for their position within the Charter school as outlined in the position’s job description and the school's adopted personnel policies.



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

**Governing Law:** *The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:*

(i) *That each employee of the school furnish the school record summary as described in Section 44237.*

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

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

*Education Code Section 47605(c)(5)(F).*

In order to provide safety for all students and staff, Impact Academy maintains a comprehensive School Safety and Emergency Response Plan in cooperation with the Charter School's insurance carrier that is specific to the school site. This Plan addresses conceivable emergency situations, e.g., earthquakes, floods, shootings, and electricity loss. The Plan also includes policies and procedures on health and safety including, but not limited to, immunizations, vision, hearing, tuberculosis screening, natural disasters, contact with blood-borne pathogens, staff training in first aid and emergency procedures, administration of prescription drugs and medicines, structural safety standards for facilities, and intolerance of tobacco, drug, and alcohol use. These policies and procedures will be incorporated into the Charter School's student and staff handbooks and will be reviewed on an ongoing basis by the Chief Academic Officer, Operations Team, and Board of Directors. The Charter School shall ensure that staff are trained annually on the health and safety policies.

### **Summary of Health and Safety Policies**

#### **Procedures for Background Checks**

Employees and contractors of Impact Academy will be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. Impact Academy shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The CEO or designee shall monitor compliance with this policy and report to the Charter School Board of Directors on a regular basis. The Board President shall monitor the fingerprinting and background clearance of the CEO. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

### **Role Of Staff As Mandated Child Abuse Reporters**

All employees are mandated child abuse reporters and follow all applicable reporting laws. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

### **Tuberculosis Risk Assessment and Examination**

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) tested for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

### **Immunizations**

All enrolled students who receive classroom-based instruction will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Section 120325-120375, and Title 17, California Code of Regulations Section 6000-6075.

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

All school site employees shall be CPR/First Aid trained before the end of their first year of employment.

### **Medication in School**

Impact Academy adheres to Education Code Section 49423 regarding administration of medication in school. Impact Academy adheres to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members.

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

Students will be screened for vision, hearing, and scoliosis. Impact Academy adheres to Education Code Section 49450 *et. seq.* as applicable to the grade levels served by Impact Academy.

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

Impact Academy maintains a drug, alcohol, and smoke-free environment.

### **All-Gender Single Use Restrooms**

Impact Academy maintains single use all-gender restrooms, pursuant to Education Code Sections 200, 210.7, and 221.5(f).

### **Suicide Prevention Policy**

Impact Academy shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. Impact Academy shall review, at minimum every fifth year, its

policy on pupil suicide prevention and, if necessary, update its policy.

### **Prevention of Human Trafficking**

Impact Academy shall identify and implement the most appropriate methods of informing parents and guardians of students of human trafficking prevention resources.

### **Feminine Hygiene Products**

Impact Academy will stock at least 50% of its restrooms with feminine hygiene products, and shall not charge students for these products, pursuant to Education Code Section 35292.6.

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

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

### **California Healthy Youth Act**

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

### **School Safety Plan**

Impact Academy shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School’s procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(J):

- Child abuse reporting procedures
- Routine and emergency disaster procedures
- Policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- Procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- A discrimination and harassment policy consistent with Education Code Section 200
- A provisions of any school wide dress code that prohibits students from wearing “gang-related apparel,” if applicable
- Procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- A safe and orderly environment conducive to learning
- The rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, 47605, and 47605.6

- Procedures for conducting tactical responses to criminal incidents

### **Emergency Preparedness**

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

Staff shall receive training in emergency response, including appropriate “first responder” training or its equivalent.

### **Blood-borne Pathogens**

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

### **Facility Safety**

Impact Academy shall comply with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code. Impact Academy tests sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. Impact Academy conducts fire drills as required under Education Code Section 32001.

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

Impact Academy has developed a comprehensive complaint and investigation procedure to centralize all complaints and concerns coming into Impact Academy, including Uniform Complaint Procedures (see Appendix G). Under the direction of the Envision Education Board of Directors, the Impact Academy Principal is responsible for investigation, remediation, and follow-up on matters submitted to Impact Academy through this procedure.

### **Comprehensive Discrimination and Harassment Policies and Procedures**

Impact Academy is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin,

ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. Impact Academy has developed a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Impact Academy policy. A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. Impact Academy shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

### **Bullying Prevention**

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

## **ELEMENT G: MEANS TO STUDENT POPULATION BALANCE**

***Governing Law:** The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school. —Education Code Section 47605(c)(5)(G)*

It is the explicit goal of Envision Education to ensure that the student population at Impact Academy is reflective of the racial and ethnic, English Learner, and special education balance within the territorial jurisdiction of the Hayward Unified School District population and that Impact Academy serves significant numbers of underserved students. Impact Academy strongly believes that a wide cross section of students with a variety of life experiences adds to the learning experience of all. Students will need to learn from others how to respect different viewpoints and find the commonalities in all people. To this end, Impact Academy engages in a variety of means and strategies to achieve a diverse student population. These strategies include, but are not limited to, the following:

- Develop strong relationships within Hayward through parents and families, counselors at local elementary and middle schools, and leaders at community organizations.
- Engage current Impact Academy parents and families in the design of community organizing and in a referral program.
- Offer opportunities to learn more about Impact Academy, such as Info Night Presentations, school visits, and shadow days, all translated into the relevant foreign language.
- Bring diverse staff and students on recruiting visits, including relevant foreign language-speaking staff.
- Post flyers and notices in multiple languages in local supermarkets, restaurants, businesses, churches, community centers, and apartment complexes in low-income neighborhoods in multiple languages.
- Outreach via public meetings, community-based organizations, local middle schools, neighborhood festivals, civic organizations, religious institutions, athletic facilities, and canvassing neighborhoods to reach interested families.
- Marketing efforts in multiple languages via social media, brochures, informational postcards, and local news and radio stations targeted at diverse populations.

Envision Education currently has an Enrollment Manager at the network level that works in partnership with Impact Academy staff to implement these strategies.

Impact Academy shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with any individual who has any of the aforementioned characteristics).

Impact Academy is proud of its ability to attract and retain a student population that shares the broad diversity of the Hayward Unified School District and the city of Hayward. The Envision Education Board of Directors and Impact Academy staff review Impact Academy's student demographic data at least annually in order to make adjustments as necessary to the outreach and recruitment strategies noted above.



## ELEMENT H: ADMISSION POLICIES AND PROCEDURES

**Governing Law:** *Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e). —Education Code Section 47605(c)(5)(H)*

Impact Academy shall be nonsectarian in its programs, admission policies, and all other operations, and shall not charge tuition nor discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

Impact Academy shall comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or their parent or legal guardian within the state. Impact Academy shall admit all pupils who wish to attend. No test or assessment shall be administered to students prior to acceptance and enrollment into Impact Academy. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605(e)(4)(A), Impact Academy shall not discourage a pupil from enrolling or seeking to enroll at Impact Academy for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), Impact Academy shall not encourage a pupil currently attending Impact Academy to disenroll from Impact Academy or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents.

### **Open Enrollment Period and Public Random Drawing**

Impact Academy is open to all students in the state of California who wish to attend Impact Academy. Students who wish to attend Impact Academy are required to complete an application form. As part of the application process, all parents/guardians and students are encouraged to attend a parent/guardian and student orientation meeting.

Applications are accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period that will be completed by late February each year, applications are counted to determine whether any grade level has received more applications than availability. If the number of applicants exceeds the maximum number of students, enrollment will be determined by a public random drawing (“lottery”).

The following groups of students will be exempted from the lottery:

- Students who are currently enrolled at Impact Academy

Admission preferences in the case of a public random drawing shall be given to the following students in the following order:

- Siblings of students admitted to or attending Impact Academy.
- Children of teachers and staff, not to exceed 10% of total enrollment.
- In-District, low-income (defined as students residing in attendance areas of elementary schools at 70% or more of the students qualify for free and reduced meals population).
- All other in-District

### **Public Random Drawing**

Impact Academy will utilize an online end-to-end uninterested party solution for admission and enrollment. The online system allows parents to apply online, using a computer, tablet, or smartphone and also supports manual entry of paper applications submitted to Impact Academy directly. The system is designed to honor Impact Academy’s enrollment preferences, in a fair and consistent manner.

All applications drawn after reaching capacity will be placed on a waitlist, in order in which they are drawn. This waitlist will allow students the option of enrolling in the case of an opening during the current school year. In no circumstance will a waitlist carry over to the following school year.

Families will be notified of lottery results via U.S. Mail and e-mail, if available, informing families whether or not their student was accepted or placed on waitlist. This letter will be sent home within 14 days of the date of the lottery.

### **Enrollment Process**

Upon confirmation that a student has been admitted into Impact Academy, parents/guardians must submit a complete Registration packet, which shall include, but not be limited to, the following:

- Student enrollment form

- Proof of Immunization
- Home Language Survey
- Completion of Emergency Medical Information Form
- Proof of minimum age requirements
- Release of records<sup>[1]</sup>

Admission tests will not be required or administered to students prior to acceptance and enrollment into Impact Academy; however, placement tests may, at the discretion of Impact Academy, be administered after students are enrolled. These tests would serve as diagnostics of students' reading, writing and math skills and used for appropriate placement. Results of placement tests play no role in the admission process and are not conducted until after admission notification has been made.

Once admitted to and enrolled in Impact Academy, students will be granted admission in subsequent years. Each year, students enrolled will submit a completed Charter School Re-Enrollment form no later than the published deadline (typically June 1) or the student may be considered to have voluntarily disenrolled.

### **Voluntary Exit Process**

Once admitted to and enrolled in Impact Academy, students will be exempted from the lottery in subsequent years so long as the student remains enrolled. Each year, students enrolled will submit a completed Charter School Re-Enrollment Form no later than the published deadline (typically June 1) or the student may be considered to have voluntarily disenrolled.

If a student wishes to withdraw from Impact Academy during the school year, an administrator will first have a conference with the student and their parent/guardian to determine how the Charter School can better meet their needs. If the student still wishes to withdraw, Impact Academy will obtain the name of the school to which the student is transferring and provide contact information and cumulative records for the student to the transferring school or district.

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[1] The Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

## ELEMENT I: FINANCIAL AUDIT PROCESS

**Governing Law:** *The manner in which an annual, independent financial audit shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.— Education Code Section 47605(c)(5)(I)*

### **Fiscal Audit**

Envision Education will comply with state reporting mandates applicable to charter schools including interim reports, mid-year projections, and unaudited actuals and conduct its financial operations through established procedures of the Envision Education Board of Directors. An annual independent fiscal audit of the books and records of Impact Academy will be conducted as required under Education Code Sections 47605(c)(5)(I) and 47605(m).

The Envision Education Board of Directors will form an audit committee each fiscal year to oversee selection of an independent fiscal auditor and the completion of an annual independent audit of Impact Academy's financial affairs. The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. The audit will verify the accuracy of the Charter School's financial statements; attendance, enrollment, and accounting practices; and Impact Academy's internal controls. The audit will be conducted in accordance with generally accepted accounting principles and applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's approved K-12 Audit Guide. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

It is anticipated that the annual audit will be completed within five months of the close of the fiscal year. A copy of the annual audit will be forwarded to the District, the State Controller, and to the CDE by the 15th of December of each year. The audit committee will review any audit exceptions or deficiencies and report to the Envision Education Board of Directors with recommendations on how to resolve them to the satisfaction of the District. The Envision Education Board will then submit a report to HUSD describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law. The independent financial audit of Impact Academy is a public record to be provided to the public upon request.

Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in this charter (see Element N: Dispute Resolution).

In addition, Impact Academy welcomes HUSD to conduct a site visit at any time, which would include observation of the instructional program.

## **ELEMENT J: PUPIL SUSPENSION AND EXPULSION PROCEDURES**

**Governing Law:** *The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:*

*(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.*

*(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:*

*(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.*

*(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.*

*(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder; and shall inform the pupil, the pupil's parent or guardian, or the pupil's education rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii). —Education Code Section 47605(c)(5)(J)*

### **Policy**

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning, balance students' rights to due process, and protect the safety and well-being of all students at Impact Academy. In creating this policy, Envision Education has reviewed Education Code Section 48900 *et seq.* which describe the offenses for which students at non-charter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removals. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* Impact Academy is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as Impact Academy's policy and procedures for student suspension, expulsion, and involuntary removal and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. Impact Academy staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This policy and its procedures will be printed and distributed annually as part of the Student/Family Handbook which will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this 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.

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

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

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

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and



shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent/guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder initiates the requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

## **Procedures**

### **A. Grounds for Suspension and Expulsion of Students:**

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at anytime including, but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

### **B. Enumerated Offenses**

1. Discretionary Suspension Offenses. Students may be suspended when it is determined the student:
  - a. Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b. Willfully used force of violence upon the person of another, except self-defense.
  - c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - e. Committed or attempted to commit robbery or extortion.
  - f. Caused or attempted to cause damage to school property or private property, which includes, but is not limited to, electronic files and databases.
  - g. Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.
  - h. Possessed or used tobacco or products containing tobacco or nicotine products including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes,

smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by that student.

- i. Committed an obscene act or engaged in habitual profanity or vulgarity.
- j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k. Knowingly received stolen school property or private property, which includes, but is not limited to, electronic files and databases.
- l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m. 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.
- n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o. Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
- p. Made terroristic threats against school officials and/or school property, which includes, but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property which includes, but is not limited to, electronic files and databases,, or the personal property of the person threatened or their immediate family.
- q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be

sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment.

- r. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in Education Code Section 233(e).
- s. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or 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 the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment.
- t. Engaged in an act of bullying including, but not limited to, bullying committed by means of an electronic act.
  - i. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - a. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
    - b. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
    - c. Causing a reasonable student to experience substantial interference with their academic performance.
    - d. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
  - ii. “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to, any of the following:
    - a. A message, text, sound, video, or image.

- b. A post on a social network Internet Web site including, but not limited to:
  - i. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
  - ii. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
  - iii. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- c. An act of cyber sexual bullying.
  - i. For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - ii. For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic

events or school-sanctioned activities.

- d. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
  - u. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).  
Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
2. Non- Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:
- a. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director or designee's concurrence.
  - b. Brandished a knife at another person.
  - c. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
  - d. Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.
3. Discretionary Expellable Offenses: Students may be expelled when it is determined the student:
- a. Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b. Willfully used force of violence upon the person of another, except self-defense.
  - c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or

intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

- e. Committed or attempted to commit robbery or extortion.
- f. Caused or attempted to cause damage to school property or private property, which includes, but is not limited to, electronic files and databases.
- g. Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.
- h. Possessed or used tobacco or products containing tobacco or nicotine products including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by that student.
- i. Committed an obscene act or engaged in habitual profanity or vulgarity.
- j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5.
- k. Knowingly received stolen school property or private property, which includes, but is not limited to, electronic files and databases.
- l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m. 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.
- n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o. Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
- p. Made terrorist threats against school officials and/or school property, which includes, but is not limited to electronic findings and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face

and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes, but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment.
- r. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code.
- s. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or 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 the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment.
- t. Engaged in an act of bullying including, but not limited to, bullying committed by means of an electronic act.
  - i. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - a. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property
    - b. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
    - c. Causing a reasonable student to experience substantial interference with their academic performance.



- d. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- ii. “Electronic Act” means the creation or transmission originated on or off the school site, by means of an electronic device including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to, any of the following:
  - 1. A message, text, sound, video, or image.
  - 2. A post on a social network Internet Web site including, but not limited to:
    - a. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated
    - c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
  - 3. An act of cyber sexual bullying.
    - a. For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph,



visual recording, or other electronic act.

- b. For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

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

- u. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
  - v. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.
4. Non -Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the student
- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director or designee’s concurrence.
  - b. Brandished a knife at another person.
  - c. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
  - d. Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in

this policy.

The Charter School will use the following definitions:

- The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term "destructive device" means (A) any explosive, incendiary, or poison gas including, but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

### **C. Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

#### **1. Conference:**

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

The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or 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 student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the student 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 student for failure of the student's parent or guardian to attend a conference with school officials. Reinstatement of the suspended student shall not be contingent upon attendance by the

student's parent or guardian at the conference.

**2. Notice to Parents/Guardians:**

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student and 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 Principal or Principal's designee, the student and the student's parent/guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when Impact Academy has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student or the student's parent/guardian, unless the student and the student's parents fail to attend the conference.

This determination will be made by the Principal or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

**4. Homework Assignments During Suspension:**

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

#### **D. Authority to Expel**

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Envision Education Board or appointed subset of Board following a hearing before it or by the Envision Education Board or appointed subset of Board upon the recommendation of a neutral and impartial Administrative Panel to be assigned by the Board as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the student or a Board member of the Envision Education's governing board. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

#### **E. Expulsion Procedures**

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

In the event an administrative panel hears the case, it will make a recommendation to the Envision Education Board or appointed subset of Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

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

- The date and place of the expulsion hearing;
- A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
- A copy of Impact Academy's disciplinary rules which relate to the alleged violation;
- 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;
- The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;

- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to confront and question all witnesses who testify at the hearing; and
- The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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

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

- The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) days notice of their scheduled testimony, (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- Impact Academy must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- At the discretion of the entity conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
- The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
- Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
- If one or both of the support persons is also a witness, Impact Academy must present evidence that the witness' presence is both desired by the witness and will be helpful to Impact Academy. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the

presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom the presiding officer believes is prompting, swaying, or influencing the witness.

- The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

### **G. Record of Hearing**

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

### **H. Presentation of Evidence**

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, 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 their testimony heard in a session closed to the public.

### **I. Expulsion Decision**

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

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to their educational program.

The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

### **J. Written Notice to Expel**

The Principal or designee following a decision of the Board to expel shall send written notice of the decision to expel, including the Board's or appointed subset of Board's adopted findings of fact, to the student and student's parent/guardian. This notice shall also include the following: Notice of the specific offense committed by the student; and 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 Impact Academy.

The Principal or designee shall send a copy of the written notice of the decision to expel to the



District. This notice shall include the following: a) The student's name b) The specific expellable offense committed by the student.

#### **K. Disciplinary Records**

Impact Academy shall maintain records of all student suspensions and expulsions at the school. Such records shall be made available to the authorizer upon request.

#### **L. No Right to Appeal**

The student shall have no right of appeal from expulsion from Impact Academy as the Envision Education Board's or appointed subset of the Board's decision to expel shall be final.

#### **M. Expelled Students/Alternative Education**

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

#### **N. Rehabilitation Plans**

Students who are expelled from Impact Academy shall be given a rehabilitation plan upon expulsion as developed by the Board or appointed subset of 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 (1) year from the date of expulsion when the student may reapply to Impact Academy for readmission.

#### **O. Readmission or Admission of Previously Expelled Student**

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board or appointed subset of Board following a meeting with the Principal and the student and parent/guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Principal shall make a recommendation to the Board or appointed subset of Board following the meeting regarding the Principal's determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the School's capacity at the time the student seeks readmission or admission to the Charter School.



## **P. Notice to Teachers**

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

## **Q. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities**

### *1. Notification of SELPA:*

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

### *2. Services During Suspension:*

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

### *3. Procedural Safeguards/Manifestation Determination:*

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

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.
- c. If Impact Academy, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.
- d. If Impact Academy, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:
  - i. Conduct a functional behavioral assessment, and implement a behavioral

- intervention plan for such child, provided that Impact Academy had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- ii. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- iii. Return the child to the placement from which the child was removed, unless the parent/guardian and Impact Academy agree to a change of placement as part of the modification of the behavioral intervention plan.
- e. If Impact Academy, the parent/guardian, and relevant members of the IEP/504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then Impact Academy may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. *Due Process Appeals:*

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

- a. When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or Impact Academy, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and Impact Academy agree otherwise.
- b. In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if Impact Academy believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Impact Academy may request a hearing.
- c. In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in

injury to the child or to others.

5. *Special Circumstances:*

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

- a. The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:
  - i. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
  - ii. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
  - iii. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. *Interim Alternative Educational Setting:*

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

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

- a. A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the district's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if Impact Academy had knowledge that the student was disabled before the behavior occurred. Impact Academy shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:
  - i. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Impact Academy supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
  - ii. The parent/guardian has requested an evaluation of the child.
  - iii. The child's teacher, or other Impact Academy personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Impact Academy supervisory personnel.

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

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

Impact Academy shall not be deemed to have knowledge of that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

## **ELEMENT K: EMPLOYEE RETIREMENT BENEFITS**

***Governing Law:** The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.— Education Code Section 47605(c)(5)(K)*

All eligible employees of Impact Academy participate in the California State Teachers' Retirement System (CalSTRS). Those not eligible to participate in CalSTRS will participate in the federal Social Security system. All employees of Impact Academy will have access to other Charter School sponsored retirement plans according to policies developed by the Envision Education Board and consistent with the Charter School's employment policies. The Director of Talent and HR shall be responsible for ensuring that appropriate arrangements for retirement coverage are made for all Impact Academy employees.

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

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

No student may be required to attend Impact Academy. Students who live within the boundaries of the Hayward Unified School District who choose not to attend Impact Academy may attend other District schools or pursue an inter-district transfer in accordance with existing enrollment and transfer policies of the District. Students who reside outside the boundaries of the District must pursue enrollment in their district of residence or apply for an inter-district transfer in accordance with the applicable enrollment policies of the district of residence. Parents and guardians of each student enrolled in Impact Academy are informed on admission forms that students have no right to admission in a particular school of a local education agency as a consequence of enrollment in Impact Academy except to the extent that such a right is extended by the local education agency.

## **ELEMENT M: RETURN RIGHTS OF EMPLOYEES**

***Governing Law:*** *The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school and of any rights of return to the school district after employment at a charter school.— Education Code Section 47605(c)(5)(M)*

No public school district or district office of education employee shall be required to work at Impact Academy. All staff at Impact Academy shall be considered employees of Envision Education and shall have no automatic right to employment or reemployment in HUSD unless specifically granted by the District through a leave of absence or other agreement. Existing HUSD employees who wish to seek a leave of absence for employment at Impact Academy may apply for a leave of absence in accordance with District policies and procedures as applicable and applicable collective bargaining agreements. Impact Academy employees shall have any right upon leaving a local educational agency or to work in Impact Academy that the local educational agency may specify, any rights of return to employment in a local educational agency after employment in Impact Academy that the local educational agency may specify, and any other rights upon leaving employment to work in Impact Academy that the local educational agency determines to be reasonable and not in conflict with any law.

Absent agreement with HUSD or any school district to the contrary, staff of Impact Academy shall not continue to earn service credit (tenure) at HUSD while employed by Envision Education. The length of the leave shall not be for less than one (1) year, or more than the duration of the initial charter renewal or five (5) years, whichever is less. Vacation time/sick leave and years of service credit accrued at Impact Academy or HUSD shall not transfer to the other entity unless otherwise agreed upon by the employer and employee. Employment by Envision Education at Impact Academy provides no rights of employment at any other entity, including any rights in the case of closure of Impact Academy.

## **ELEMENT N: DISPUTE RESOLUTION**

***Governing Law:** The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter—Education Code Section 47605(c)(5)(N)*

### **Disputes Between Impact Academy and Hayward Unified School District**

Impact Academy and HUSD will be encouraged to attempt to resolve any disputes with the District amicably and reasonably without resorting to formal procedures. In the event any part of the following dispute procedures are in conflict with what is outlined in any current Memorandum of Understanding (“MOU”) between Impact Academy and HUSD, the MOU will prevail.

In the event of a dispute between Impact Academy and the District, Impact Academy staff, employees and Envision Education Board members and the District agree to first frame the issue in written format (“dispute statement”) and to refer the issue to the HUSD Superintendent and the Impact Academy Principal, or their respective designees. In the event that the HUSD Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, Impact Academy requests that this shall be noted in the written dispute statement. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to the HUSD Board of Education’s ability to proceed with revocation in accordance with Education Code Section 47607.

The Impact Academy Principal and HUSD Superintendent, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the HUSD Superintendent and the Impact Academy Principal, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the HUSD Superintendent and the Impact Academy Principal, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The HUSD Superintendent and the Impact Academy Principal, or their respective designees, shall develop the format of the mediation session jointly. Mediation shall be held within sixty (60) business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the District and Impact Academy. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and



Impact Academy.

**Disputes between Impact Academy and Envision Education, and Internal Disputes of Impact Academy**

All disputes between Impact Academy and Envision Education, and disputes involving internal matters of Impact Academy will be handled in accordance with the bylaws, and policies and procedures of Envision Education and Impact Academy. HUSD shall forward any complaints or concerns it receives regarding internal matters of Impact Academy and/or Envision Education to the Impact Academy Principal, and will not be involved in such disputes unless it deems it necessary as relating to a cause for revocation under Education Code Section 47607.

## ELEMENT O: SCHOOL CLOSURE

**Governing Law:** *The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. —Education Code Section 47605(c)(5)(O)*

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

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

The Charter School will ensure that the notification to the parents and students of Impact Academy of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close Impact Academy. The Chief Operations Officer will be the point of contact for closure activities.

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

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

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

As soon as reasonably practical, Envision Education will prepare final financial records. Envision Education will also have an independent audit completed within six months after closure.

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

Envision Education will complete and file any annual reports required pursuant to Education Code section 47604.33.

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

On closure, Envision Education shall remain solely responsible for all liabilities arising from the operation of Impact Academy.

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

As specified in the Impact Academy budget, Impact Academy will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

## MISCELLANEOUS CHARTER PROVISIONS

### **Budgets and Financial Reporting**

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

Attached, as Appendix I, please find Impact Academy’s budget and cash flow documents, including financial projections for the next three years of operation. These documents are based upon the best data available to Impact Academy at this time, including the most recent Local Control and Funding Formula projections.

Impact Academy shall provide reports to the District as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the District:

1. By July 1, a preliminary budget for the current fiscal year.
2. By July 1, a Local Control and Accountability Plan and an annual update to the Local Control and Accountability Plan required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of Impact Academy’s annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, California Department of Education, and District.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all of Impact Academy’s receipts and expenditures for the preceding fiscal year.

The Charter School shall provide reporting to the District as required by law and as requested by the District including, but not limited to, the following: California Basic Educational Data System (“CBEDS”), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the School Accountability Report Card (“SARC”), and the LCAP.

### **Potential Civil Liability Effects**

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

Envision Education and Impact Academy agree to permit the District to inspect and receive

copies of all records relating to the operation of the school, including financial, personnel, and pupil records; agree to and submit to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607; and pursuant to Education Code Section 47604.3, shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District. The records of the Impact Academy are public records and Impact Academy shall comply with the California Public Records Act.

Impact Academy is operated by Envision Education, a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 46704(d), an authority that grants a charter to a charter school operated by or as a nonprofit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. Impact Academy shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of Impact Academy.

Further, Impact Academy/Envision Education intends to enter into a memorandum of understanding with the District, wherein Impact Academy/Envision Education shall indemnify the District for the actions of Impact Academy under this charter.

The corporate bylaws of Envision Education provide for indemnification of the Envision Education Board, officers, agents, and employees, and Envision Education has purchased general liability insurance, Board Members and Officer's insurance, and fidelity bonding to secure against financial risks. Insurance amounts are determined by recommendation of Envision Education's insurance company for schools of similar size, location, and student population. The District shall be named an additional insured on the general liability insurance of Envision Education.

The Envision Education Board of Directors institutes appropriate risk management practices as discussed herein, including screening of employees, and dispute resolution.

### **Facilities**

***Governing Law:*** *The facilities to be utilized by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to*

*locate.—California Education Code Section 47605(h)*

Impact Academy intends to continue to occupy its current facility at 2560 Darwin St. Hayward, CA. The current lease extends through June 30, 2037 (see Appendix J). Notwithstanding any language to the contrary in this charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process.

### **Administrative Services**

***Governing Law:*** *The manner in which administrative services of the charter school are to be provided.— Education Code Section 47605(h)*

Envision Education has experienced administrative staff that handles a variety of “back office” services like payroll, accounting, instructional program development, and purchasing. Envision Education will be responsible for all of its own personnel salary and benefits plans, provisions and costs. In the event that any administrative services are to be provided by HUSD, the specifics will be agreed to in a Memorandum of Understanding between Envision Education and the District. Envision Education staff will cooperate fully with HUSD staff in the preparation and reporting of all required data and financial information.

In accordance with Education Code Section 47613(a), the District may charge for the actual costs of supervisory oversight of Impact Academy not to exceed one (1) percent of the revenue of the Impact Academy. If Impact Academy is able to obtain substantially rent free facilities from the District, the District may charge for the actual costs of supervisory oversight not to exceed three (3) percent of the revenue of Impact Academy in accordance with Education Code Section 47613(b). Pursuant to Education Code Section 47613(f), “revenue of the charter school” means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.

### **Insurance**

Envision Education finances and maintains general liability, workers compensation, and other necessary insurance of the types on behalf of Impact Academy and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts are based on recommendations provided by the District and Envision Education’s insurer. The District Board of Education is named as an additional insured on all policies of Impact Academy. Copies of certificate(s) of insurance are available to the District upon request and/or as required by the memorandum of understanding with the District.

### **Renewal Charter Term**

The duration of the renewal charter term will be five years in accordance with Education Code Section 47607(a)(1), from July 1, 2021 through June 30, 2026.

### **Renewal**

Renewal of the charter shall be in accordance with Education Code Sections 47607 and 47607.2, including the standards, criteria and timelines set forth in the Education Code Section 47605 and implementing regulations in the California Code of Regulations, Title 5, Section 11966.5.

**COMPLIANCE WITH LEGAL REQUIREMENTS**

<b>Effective Date</b>	<b>Legal Citation/Description</b>	<b>How Impact Academy has Met the Requirement</b>
July 1, 2022	SB 328: Ed Code §46148 required school days to start no earlier than 8:30 am for high schools and no earlier than 8:00 am for middle schools.	Impact Academy affirms that it shall comply with these laws.
July 1, 2021	SB 390: Expands requirement to include security guards at charter schools to complete training course regardless of number of hours worked per week.	Impact Academy affirms that it shall comply with these laws.
January 1, 2021	AB 1: Adds new requirements for all youth tackle football programs, including restrictions on practices, required coach certification and trainings, concussion and head injury education, preparation of factsheet related to opioids, licensed medical professional at games, establishing divisions organized by relative age or weight or both.	Not applicable; Impact Academy does not offer a youth tackle football program.
October 1, 2020	SB 316: Ed Code §215.5 requires all public schools that issue student identification cards in grades 7-12 to include telephone number of the National Domestic Violence Hotline or local domestic	Impact Academy affirms that it shall comply with these laws.



	violence hotline on either side of the identification card.	
July 1, 2020	AB 34: Ed Code §234.6, et al., requires each LEA to post on website policies and procedures on suicide prevention for grades K-12, definition of discrimination and harrassment based on sex, Title IX information, sexual harassment, bullying policies, anti-cyberbullying policies, section on social media bullying, and link to statewide resources.	Impact Academy will post all required policies and procedures on the school website.
July 1, 2020	<p>AB 1172: Requires LEAs contraction with non-public schools (NPS) to:</p> <ol style="list-style-type: none"> <li>1. Conduct onsite visit to the NPS before placement if the LEA does not have any students enrolled at the NPS at the time of the placement, and</li> <li>2. A minimum of one onsite monitoring visit during each school year when the LEA has a pupil attending and must report findings to CDE within 60 calendar days of the visit. An LEA contracting with an NPS shall ensure behavioral training at</li> </ol>	If Impact Academy contracts with NPS, it shall comply with all applicable requirements.

	NPS occurs and certify the same to the CDE.	
July 1, 2020	AB 1767: Ed Code §215 requires governing body of an LEA that serve students in K-6, inclusive, before the beginning of the 2020-21 school year, to adopt at a regular board meeting, and update a policy on suicide prevention, intervention, and postvention that specifically addresses the needs of high-risk groups, and ensure it is age-appropriate and developed in consultation with appropriate professional stakeholders.	Not applicable; Impact Academy does serve students grades K-6.
July 1, 2020	SB 419: Ed Code §48900 and §48901.1 prohibit willful defiance as a suspendable offense for students in grades kindergarten through 5 in charter schools (indefinitely) and for grades 6 through 8 in charter schools (through 7/1/2025).	Impact Academy’s suspension and expulsion policy reflects this updated requirement.
January 1, 2020	AB 1595: Requires charter schools offering interscholastic athletic programs to acquire at least one automated external defibrillator (AED).  Adds requirements to school safety plan.	An automated external defibrillator (AED) is visibly located and regularly tested and maintained at Impact Academy.  The charter petition is updated to reflect all new, applicable requirements to school safety plan.

<p>January 1, 2020</p>	<p>AB 1354: Ed Code §48647 requires the county office of education, which includes charter schools that serve juvenile school pupils, to provide timely and required transition activities and transfer of records for students who enter the juvenile court school.</p>	<p>Not applicable.</p>
<p>January 1, 2020</p>	<p>AB 1319: Ed Code §48204.7 requires LEAs, including charter schools, to allow pupils who are migratory children who no longer satisfy the residency requirement to continue their education by attending their school of origin or a school within the school district of origin for the duration of the pupil’s status as a pupil who is a migratory child. If status changes during a school year: K-8 students stay in school of origin through that academic year; 9-12 stay through graduation. New school must immediately enroll regardless of outstanding fees, fines, etc., or if student doesn’t have all enrollment records.</p>	<p>Impact Academy affirms that it complies with these laws.</p>

<p>January 1, 2020</p>	<p>AB 947: Ed Code §56353 and §56354 authorizes LEAs to consider elements of the expanded core curriculum, as defined, when developing IEPs for a pupil who is blind, has low vision, or is visually impaired.</p>	<p>Impact Academy complies through its policies, procedures, and training.</p>
<p>January 1, 2020</p>	<p>AB 982: Ed Code §47606.2 and §48913.5 require teacher to provide homework that would have been assigned to a student (grades 1 - 12) suspended for 2+ schooldays, upon request of parent/guardian/other educational right holder; if homework assignment requested and turned into the teacher upon return from suspension or within timeframe prescribed by the teacher, whichever is later, is not graded before end of the term, the assignment shall not be included in student's overall calculation of student's grade; charter petition must include statement that suspension procedures will include above requirements.</p>	<p>Impact Academy's suspension and expulsion policy reflects this updated requirement.</p>
<p>January 1, 2020</p>	<p>AB 711: Ed Code §47070 and §49062.5 require LEAs to update former pupil's records to include updated legal name or gender if LEA receives a "government issued document" and to reissue any</p>	<p>Impact Academy affirms that it complies with these laws.</p>

	documents conferred on the pupil, if requested.	
January 1, 2020	AB 605: Ed Code §56040.3 requires LEAs to provide continued access to assistive technology to a student in the home or other settings pursuant to the student’s IEP after the student disenrolls until alternative arrangements can be made or until 2 months have elapsed from the date the student disenrolled, whichever date is first	Impact Academy affirms that it complies with these laws.
January 1, 2020	AB 543: Ed Code §231.5 and §231.6 require a copy of the sexual harassment policy to be provided as part of any orientation program conducted for new and continuing students at the beginning of each quarter, semester, or summer session, as applicable; schools with students in grades 9 - 12 must create a poster that notifies students of the policy and conspicuously displayed in each bathroom and locker room at the schoolsite, in accordance with all applicable content requirements.	Impact Academy affirms that it shall provide and post all required information.
January 1, 2020	AB 189: Penal Code §11165.7 adds qualified autism service providers, professionals, and paraprofessionals to the list of mandated reporters.	Impact Academy affirms that it complies with these laws.

<p>January 1, 2020</p>	<p>AB 1507: Ed Code §47605.1 removes authority of a charter school to locate outside the jurisdiction or geographic boundaries of the authorizing school district if site or facility is unavailable where the charter schools chooses to locate or if the site is needed for temporary use during a construction or expansion project; allows a charter school that established one site outside the boundaries of the authorizing school district, but within the county, before 1/1/2020, to continue operating that site until submission of a renewal request, at which time the charter school must obtain written approval from the school district where the site is operating; authorizes relocation if located within area subject to a Presidential declaration of a major disaster or emergency; authorizes a charter school to establish one resource center, meeting space, or satellite facility within the jurisdiction of the school district where the charter school is physically located if specified conditions are met, and prohibits State Board of Education from waiving these restrictions.</p>	<p>Impact Academy affirms that it complies with these laws.</p>
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<p>January 1, 2020</p> <p>July 1, 2020</p>	<p>AB 1505: Two-year moratorium on establishment of any new non classroom-based charter schools.</p> <p>Various changes to governing law for charter petitions; additional reasons for an authorizer to deny a petition for new or existing (only if proposing to expand) charter school; requires same credentialing requirements as school districts teachers, with provision for all current charter school teachers to obtain required certificates and authorizations by 7/1/2025; revised charter renewal requirements to account for new CA School Dashboard.</p>	<p>Impact Academy has addressed the new requirements in its charter renewal petition.</p>
<p>October 12, 2019</p>	<p>SB 265: Ed Code §49557.5 requires certain LEAs, including charter schools, that provide meals through National School Lunch Program or School Breakfast Program to ensure that a student is not denied a reimbursable meal because the parent/guardian has unpaid meal fees and to ensure that the student is not shamed or treated differently.</p>	<p>Impact Academy will comply with these requirements through internal policies, procedures, and training.</p>

<p>July 1, 2019</p>	<p>SB 75: Various changes to governing law for charter petitions; limits charter petition description to State Priorities 2-8; additional admission and enrollment protections for selected groups.</p>	<p>Impact Academy has addressed this requirement in its charter petition.</p>
<p>July 1, 2019</p>	<p>SB 126: Created new Ed Code §47604.1 which includes new requirements for compliance with the Brown Act (including meeting locations), Public Records Act, Political Reform Act, and Government Code §1090.</p>	<p>Impact Academy affirms that it complies with these laws.</p>
<p>July 1, 2019</p>	<p>SB 972: Ed Code §215.5 requires charter schools that serve students in grades 7-12 and issue pupil identification cards to print the National Suicide Prevention Lifeline phone number on those identification cards commencing July 1, 2019.</p>	<p>Impact Academy began complying with these requirements in SY19/20.</p>
<p>January 1, 2019</p>	<p>AB 406: Ed Code §47604 prohibits a charter school that submits an establishment charter petition, a material revision, or a renewal petition on or after July 1, 2019, from being operated as, or by, a for-profit corporation, for-profit educational management organization, or for-profit charter management organization, and prohibits charter schools from entering</p>	<p>Impact Academy is operated by a California nonprofit, public benefit corporation, as identified in the charter petition.</p>



	into a subcontract to avoid these requirements.	
January 1, 2019	AB 1747: Ed Code §47605(b)(5)(F)(ii) and (iii) require a charter petition to include a reasonably comprehensive description of a school safety plan, and that the school safety plan be reviewed and updated by March 1 of every year by the charter school.	Impact Academy has developed a comprehensive school safety plan, in compliance with all applicable requirements, and shall ensure that it is reviewed and updated annually by March 1. The plan is included in the appendices.
January 1, 2019	AB 1871: Commencing with the 2019–20 school year, Ed Code §47613.5 requires a charter school to provide each needy pupil with one nutritionally adequate free or reduced-price meal during each schoolday.	Impact Academy affirms it complies with these laws.
January 1, 2019	AB 2601: Commencing with SY19/20, Ed Code §51931 requires charter schools to ensure that all pupils in grades 7 - 12 inclusive, receive comprehensive sexual health education and HIV prevention education.	Impact Academy affirms it complies with these laws by offering comprehensive sexual health and HIV prevention education.
January 1, 2019	AB 1248: Ed Code §35183.1 allows students to wear traditional tribal regalia or recognized objects of religious or cultural significance as an adornment at school graduation ceremonies.	Impact Academy complies with these requirements through internal policies, procedures, and training.

<p>January 1, 2019</p>	<p>AB 1974: Ed Code §49041 prohibits a charter school from collecting debt from a student or former student, unless emancipated at the time the debt is incurred, and prohibits a charter school from taking a negative action against a student or former student because of debt owed; these provisions do not apply to debt owed as a result of vandalism to cover the replacement cost of school books, supplies, or property loaned to a student.</p>	<p>Impact Academy complies with these requirements through internal policies, procedures, and training.</p>
<p>January 1, 2019</p>	<p>AB 2009: A charter school that offers an interscholastic athletic program must (1) ensure that there is a written emergency action plan with procedures to be followed in the event of sudden cardiac arrest or other medical emergency related to the athletic program’s activities or events; (2) acquire, commencing July 1, 2019, at least one automatic emergency defibrillator (“AED”) for the to be available on campus, and to ensure proper maintenance and regular testing. Neither a charter school employee nor the charter school will be liable for civil damages pursuant to the bill’s provisions, except as provided.</p>	<p>An automated external defibrillator (AED) is visibly located and regularly tested and maintained at Impact Academy, along with a written emergency action plan. Appropriate leadership and staff, including but not limited to Athletic Directors, trainers, and coaches receive annual training in its operation.</p>

<p>January 1, 2019</p>	<p>AB 2015: Commencing with SY20/21 Ed Code §51225.8 requires charter schools to ensure that every student receives information on how to properly complete and submit the Free Application for Federal Student Aid (“FAFSA”) or the California Dream Act applications at least once before the student enters grade 12, and to ensure that a paper copy of the application is provided to a student upon request by the student or his/her parent/guardian.</p>	<p>Impact Academy complies with these requirements through internal policies, procedures, and training.</p>
<p>January 1, 2019</p>	<p>AB 2022: Ed Code §49428 requires charter schools to notify students and their parents/guardians at least twice during the school year on how to initiate access to available mental health services on campus or in the community, or both.</p>	<p>Impact Academy affirms it complies with these requirements through policies, procedures, and training.</p>

<p>January 1, 2019</p>	<p>AB 2109: A pupil with a temporary disability that makes attendance in the regular day classes or alternative education program impossible or inadvisable shall receive either individual instruction at home or individual instruction in a hospital or other residential health facility, provided by the local school district. Charter schools may continue to enroll students with a temporary disability who is receiving individual instruction in a hospital/facility, and must allow a student who is well enough to return to school to be allowed to return to the school that he/she attended immediately before receiving individual instruction, if the student returns during the school year in which the individual instruction was initiated. Charter schools may confer an honorary high school diploma upon a pupil who is terminally ill.</p>	<p>Impact Academy affirms it complies with these requirements through policies, procedures, and training.</p>
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<p>January 1, 2019</p>	<p>AB 2121: Ed Code §51225.1 extends an exemption from all local coursework requirements beyond statewide requirements unless the student is reasonably able to complete the requirements in time to graduate by the end of the 4th year in high school, to students who are migratory children, and to students participating in an English language proficiency program for newly arrived immigrant pupils and who are in their 3rd or 4th year of high school; these students must also be granted full or partial credit for the coursework completed even if they did not complete the entire course.</p>	<p>Impact Academy affirms it complies with these requirements through policies, procedures, and training.</p>
<p>January 1, 2019</p>	<p>AB 2239: Ed Code §51225.37 requires the CDE to encourage school districts and charter schools that offer world language courses that are specifically designed for native speakers to seek A-G certification of those courses.</p>	<p>Impact Academy affirms it complies with these requirements through policies, procedures, and training.</p>

<p>January 1, 2019</p>	<p>AB 2289: Local educational agencies (“LEAs”), including charter schools, are prohibited from applying any rule concerning a pupil’s actual or potential parental, family, or marital status that treats pupils differently on the basis of sex. Pregnant and parenting pupils are entitled to accommodations, and complaints of noncompliance with this law may be filed pursuant to the uniform complaint procedures (“UCP”). LEAs must notify pregnant and parenting pupils and their parents/guardians of the rights and options available to pregnant and parenting pupils.</p>	<p>Impact Academy affirms it complies with these requirements through policies, procedures, and training.</p>
<p>January 1, 2019</p>	<p>AB 2291: Ed Code §234.4 and §32283.5 require charter schools to adopt procedures to prevent acts of bullying and cyberbullying and make the CDE online training module available to certificated school site employees and all other school site employees who have regular interaction with students.</p>	<p>Impact Academy will adopt all applicable procedures and make the CDE online training module available to all applicable employees.</p>

<p>January 1, 2019</p>	<p>AB 2315: Ed Code §49429 requires the CDE to consult with the State Department of Health Care Services and stakeholders to develop guidelines on or before July 1, 2020, for the use of telehealth technology in public schools, including charter schools, to provide mental health and behavioral health services to students on school campuses.</p>	<p>Impact Academy will follow CDE guidelines and conduct any necessary training.</p>
<p>January 1, 2019</p>	<p>AB 2622: This bill reduces the attendance level requirements for After School Education and Safety (“ASES”) programs located in very low-density areas for the CDE to adjust or terminate grants; requires ASES programs located in very-low density areas to end not earlier than 5 p.m.; and exempts ASES programs with the specified low-population density from the requirement to have an established waiting list for enrollment and to transfer funds only from another school program that has met a minimum 70% of its attendance goal.</p>	<p>Impact Academy does not have an ASES program. If applicable, we will comply with these requirements through policies, procedures, and training.</p>

<p>January 1, 2019</p>	<p>AB 2657: Ed Code §49005-49006.4 authorize educational providers to use behavioral restraints or seclusion techniques to control student behavior that poses a clear and present danger of serious physical harm to the pupil or others and cannot be immediately prevented by a response that is less restrictive so long as other specified conditions are met, and must report to CDE annually on the use of behavioral restraints and seclusion for pupils to be posted on the CDE’s website.</p>	<p>Impact Academy affirms it complies with these requirements through policies, procedures, and training.</p>
<p>January 1, 2019</p>	<p>AB 2735: Ed Code §60811.8 requires charter schools with one or more English Learners to assess the English language development of each pupil, and prohibits a middle school or high school from denying pupils classified as English Learners from participation in a school standard instructional program.</p>	<p>Impact Academy affirms it complies with these requirements through policies, procedures, and training.</p>
<p>January 1, 2019</p>	<p>AB 2878: Ed Code §52060 and §52066 requires “family engagement” to be included in a local control and accountability plan (“LCAP”).</p>	<p>Impact Academy affirms its LCAP and annual updates to the LCAP include “family engagement”.</p>



<p>January 1, 2019</p>	<p>AB 3022: Ed Code §51430 allows charter schools to retroactively grant a high school diploma to a person who departed California against his or her will, and at the time of departure, was enrolled in grade 12 and was in good academic standing.</p>	<p>Impact Academy affirms it complies with these laws.</p>
<p>January 1, 2019</p>	<p>AB 3043: Ed Code §49550.5 allows charter schools to provide a nutritionally adequate breakfast that qualifies for reimbursement under the federal School Breakfast Program to every pupil at no charge.</p>	<p>Impact Academy affirms it complies with these requirements through policies, procedures, and training.</p>
<p>January 1, 2019</p>	<p>SB 1104: Ed Code §49381 requires charter schools to identify and implement the most appropriate methods of informing parents/guardians of students in grades 6 - 12 of human trafficking prevention resources by January 1, 2020.</p>	<p>Impact Academy affirms it complies with these requirements through policies, procedures, and training.</p>
<p>January 1, 2019</p>	<p>SB 1109: Ed Code §49476 requires charter schools that offer an athletic program to annually give each athlete an Opioid Factsheet for Patients, published by the Centers for Disease Control and Prevention, and requires each athlete and his/her parent sign a document acknowledging receipt of the factsheet and return it before the student begins practice or competition.</p>	<p>Impact Academy affirms it complies with these requirements through policies, procedures, and training.</p>

<p>January 1, 2019</p>	<p>SB 1428: Ed Code §49120 prohibits charter schools from denying a student a work permit based on his or her grades, grade point average, or school attendance if the pupil is applying for the work permit in order to participate in a government employment and training program which will occur during the summer recess or school vacation.</p>	<p>Impact Academy affirms it complies with these requirements through policies, procedures, and training.</p>
<p>June 27, 2018</p>	<p>AB 1808: Revised academic threshold criteria for charter renewal to remove API and add alternative measures.</p>	<p>Impact Academy has addressed this requirement in its charter petition and will continue to meet applicable academic threshold criteria for charter renewal.</p>
<p>January 1, 2018</p>	<p>AB 1360: Ed Code §47605(d)(2)(B)(i)-(iv) requires admission preferences to be: approved by the chartering authority; consistent with all applicable law; to not limit enrollment access; and to not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.</p> <p>Ed Code §47605(b)(5)(H) requires a description of admission policies and procedures in charter petitions.</p> <p>Ed Code §47605(b)(5)(J) requires an explanation</p>	<p>Impact Academy affirms all admission preferences comply with this requirement and the charter petition has been amended to include this.</p>

	regarding due process for suspension, expulsion, and involuntary dismissal procedures.	
January 1, 2018	AB 699: Ed Code §200, §220 and §234.1 expressly include immigration status in the specified characteristics. The Ed Code was modified and supplemented to further protect children who are immigrants.	Impact Academy identifies immigration status when referencing the other specified characteristics in these code sections. Impact Academy's nondiscrimination protected classes, Uniform Complaint Procedures, visitor policy, and student records policy have been updated to comply with new requirements.
January 1, 2018	AB 10: Ed Code §35292.6 requires public schools that serve grades 6 - 12 that meet the federal 40% pupil poverty threshold to stock at least 50% of the school's restrooms with feminine hygiene products.	Impact Academy complies with these requirements by stocking at least 50% of its restrooms with free, feminine hygiene products.
January 1, 2018	AB 841: Ed Code §49431.9 prohibits charter schools that participate in the National School Lunch Program or School Breakfast Program from advertising for foods that it is not allowed to sell.	Impact Academy does not advertise any foods that it is not allowed to sell pursuant to these federal programs.

<p>January 1, 2018</p>	<p>SB 138: Ed Code §49562, §49564, and §49564.5 require the CDE to share data with LEAs to directly certify students' eligibility for free and reduced-price meals; they also require "very high poverty schools" (including charter schools) to provide free breakfast and lunch to all students, unless exempt due to demonstrated fiscal hardship.</p>	<p>Impact Academy complies with these requirements through policies and procedures.</p>
<p>January 1, 2018</p>	<p>SB 233: Ed Code §49069.3 and §49076 and Welfare and Institutions Code §361, §361.5, §366.1, §366.21, §366.22, and §16010 require foster parents, foster family agencies, and group homes the right to review pupil records.</p>	<p>Impact Academy complies with these requirements through policies, procedures, and training.</p>
<p>January 1, 2018</p>	<p>SB 250: Ed Code §49557.5 requires charter schools that receive funding under the National School Lunch Program or School Breakfast Program to ensure that students who have unpaid school meal fees are not treated differently, and that student discipline does not include denial or delay of meals.</p>	<p>Impact Academy complies with these requirements through policies, procedures, and training.</p>
<p>January 1, 2018</p>	<p>SB 455: Ed Code §48204.3 establishes a student's residence in a school district if the student's parent is transferred or is pending</p>	<p>Impact Academy follows this definition of residency as applicable to its admission policy.</p>

	transfer on active military duty.	
July 1, 2017	AB 2246: Ed Code §215 requires charter schools that serve grades 7 - 12 adopt a policy on pupil suicide prevention by July 1, 2017.	Impact Academy has adopted a suicide prevention policy.
July 1, 2017	SB 1375: Ed Code §221.61 requires posting information regarding Title IX on its website by July 1, 2017.	Impact Academy posted the required information on its website.
January 1, 2017	SB 1436: Government Code §54953(c)(3) requires entities to, prior to taking final action, orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive.	Impact Academy complies with these requirements through policies, procedures, and training.
January 1, 2017	AB 2845: Ed Code §234.1 requires local educational agencies serving grades 7 through 12 to provide certificated employees information on school site and community resources related to the support of pupils who may face bias or bullying on the basis of religious affiliation, or perceived religious affiliation.	Impact Academy complies with these requirements through policies, procedures, and training.

January 1, 2017	AB 1639: Ed Code §33479 et seq. requires providing information to athletes regarding sudden cardiac arrest and removing an athlete from participation under certain circumstances.	Impact Academy complies with these requirements through policies, procedures, and training. Impact Academy maintains a written emergency action plan in the event of sudden cardiac arrest.
January 1, 2017	SB 1072: Ed Code §39831.3 requires adoption of a transportation safety plan if a charter school provides transportation to or from school or a school activity.	Not applicable; Impact Academy does not provide transportation.
January 1, 2017	AB 2536: Expands the definition of “bullying by electronic act” in Ed Code §48900 to include “cyber sexual bullying.”	Impact Academy’s suspension and expulsion policy reflects this updated definition.
January 1, 2017	AB 2212: Expands the definition of “bullying by electronic act” in Ed Code §48900 to include “video.”	Impact Academy’s suspension and expulsion policy reflects this updated definition.

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# 2020 TOP BAY AREA PUBLIC SCHOOLS FOR UNDERSERVED STUDENTS

**Education has the power to transform lives, but for too long, low-income Latino and African American students have been denied the opportunity to achieve their full potential. A systemically racist education system is holding many back, but these schools are leading the way towards building a more equitable future.**

## **What is a Top Public School?**

The 52 schools in this year's Top Schools report are supporting their low-income Latino or African American students to beat the 2018-19 statewide average for all students in math and/or English language arts proficiency and college eligibility. To be considered, schools must serve a representative proportion of these subgroups (at least 14% Latino students or 20 African American students). Schools with selective admissions and/or high suspension rates are also disqualified.

## **About Innovate Public Schools**

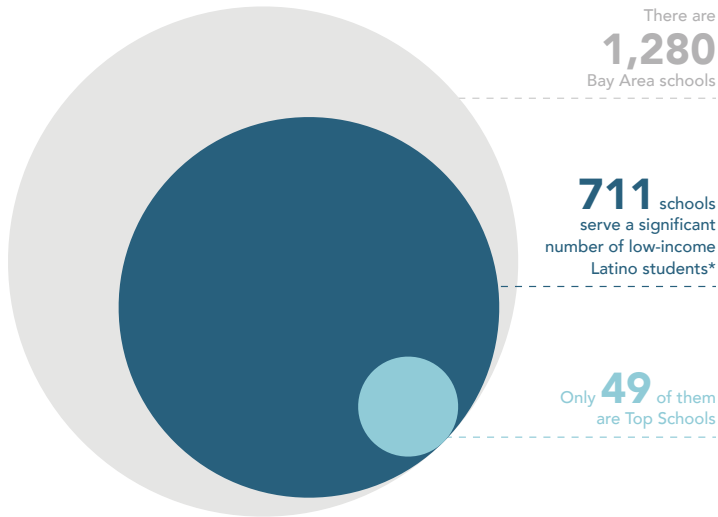
Innovate Public Schools is a nonprofit community organization that builds the capacity of parents and educators to innovate and act together to create excellent public schools, and we publish easy-to-understand school quality data and research that highlights both problems and solutions to inspire change.

Learn more at [www.innovateschools.org](http://www.innovateschools.org).



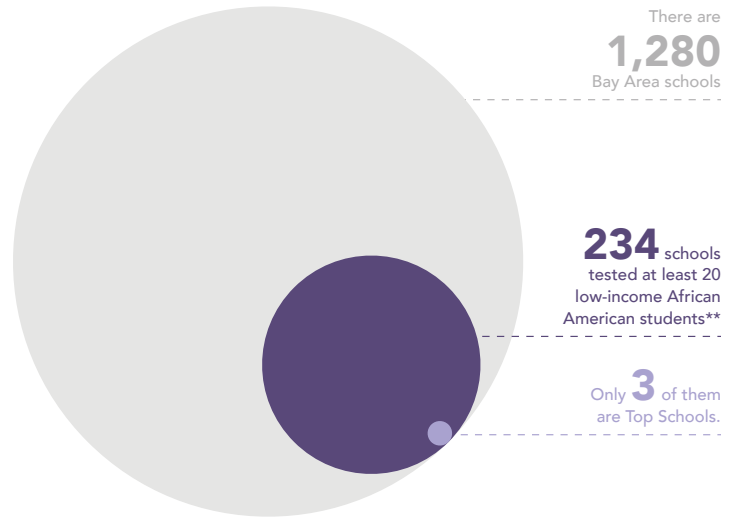
## Few schools in the Bay Area are closing the opportunity gap for low-income Latino and African American students

Low-income Latino



Source: California Department of Education, 2018-19 Enrollment files.  
\*Schools were considered in this analysis if they tested at least 20 low-income Latino students and this subgroup comprises 14% or more of the school's overall enrollment.

Low-income African American



Source: California Department of Education, 2018-19 Enrollment files.  
\*\*Schools were considered in this analysis if they tested at least 20 low-income African American students.

## Low-income Latino and African American students attending Top Public Schools in the Bay Area have a better chance of getting into college

**94%** of all students – regardless of race or income – see college in their future.

**93%**

of low-income Latino and African American students from Top Public Schools in the Bay Area are eligible for public universities in California



**30%**

of low-income Latino and African American students from Non Top Public Schools in the Bay Area are eligible for public universities in California



Source: TNTIP, "The Opportunity Myth", 2018.  
Source: California Department of Education, four-year cohort graduation rates and University of California/California State University (UC/CSU) eligibility requirements, 2018-19.

Every student deserves a high-quality education that prepares them for college. In fact, 94% of students—regardless of race or income—see college in their future. But in 2018-19, only 51% of all students who graduated from high school met the eligibility requirements to apply to a University of California or California State University. The gap between students' dreams of college and the reality they face is even wider for low-income students of color.

The 2020 Top Public High Schools are leading the way in ensuring that every high school graduate is able to reach their dreams of attending college. 93% of low-income Latino and African American students who attend Top Public High Schools in the Bay Area are eligible for public universities in California vs. only 30% of low-income Latino and African American students at non top public schools.

# TOP PUBLIC SCHOOLS FOR LOW-INCOME AFRICAN AMERICAN STUDENTS

NAME OF SCHOOL	% LOW-INCOME AFRICAN AMERICAN PROFICIENT	DISTRICT / AUTHORIZER	CHARTER NETWORK	% LOW-INCOME AFRICAN AMERICAN ENROLLED IN SCHOOL
<b>ELEMENTARY SCHOOL ENGLISH</b>				
American Indian Public Charter II*	58%	Oakland Unified	The American Indian Model Schools (AIMS)	26%
<b>ELEMENTARY SCHOOL MATH</b>				
American Indian Public Charter II*	76%	Oakland Unified	The American Indian Model Schools (AIMS)	26%
<b>MIDDLE SCHOOL ENGLISH</b>				
Downtown Charter Academy*	54%	Oakland Unified	Amethod Public Schools Inc.	8%
American Indian Public Charter II*	53%	Oakland Unified	The American Indian Model Schools (AIMS)	26%
<b>MIDDLE SCHOOL MATH</b>				
American Indian Public Charter II*	51%	Oakland Unified	The American Indian Model Schools (AIMS)	26%
American Indian Public Charter*	42%	Oakland Unified	The American Indian Model Schools (AIMS)	19%
<b>HIGH SCHOOL</b>				
No High Schools made the Top Schools list for 2018-19 for English or Math among low income African American students.				

# TOP PUBLIC SCHOOLS FOR LOW-INCOME LATINO STUDENTS

NAME OF SCHOOL	% LOW-INCOME LATINO PROFICIENT	DISTRICT / AUTHORIZER	CHARTER NETWORK	% LOW-INCOME LATINO ENROLLED IN SCHOOL
<b>ELEMENTARY SCHOOL ENGLISH</b>				
Mission Preparatory*	82%	San Francisco Unified		71%
Madison Elementary	60%	San Leandro Unified		16%
Rocketship Alma Academy*	60%	Santa Clara County Office of Education	Rocketship Public Schools	74%
Monte Gardens Elementary	59%	Mt. Diablo Unified		14%
Westwood Elementary	58%	Santa Clara Unified		25%
Redding Elementary	57%	San Francisco Unified		18%
Las Animas Elementary	55%	Gilroy Unified		40%
Rod Kelley Elementary	55%	Gilroy Unified		56%
Rocketship Mateo Sheedy Elementary*	55%	Santa Clara County Office of Education	Rocketship Public Schools	74%
KIPP Excelencia Community Preparatory	54%	Redwood City Elementary	KIPP Bay Area Schools	81%
Southgate Elementary	54%	Hayward Unified		33%

\* Charter school

NAME OF SCHOOL	% LOW-INCOME LATINO PROFICIENT	DISTRICT / AUTHORIZER	CHARTER NETWORK	% LOW-INCOME LATINO ENROLLED IN SCHOOL
<b>ELEMENTARY SCHOOL ENGLISH (CONTINUED)</b>				
Clifford Elementary	53%	Redwood City Elementary		28%
Theuerkauf Elementary	52%	Mountain View Whisman		45%
Los Medanos Elementary	52%	Pittsburg Unified		52%
E. M. Grimmer Elementary	52%	Fremont Unified		33%
C. W. Haman Elementary	51%	Santa Clara Unified		25%
Vinci Park Elementary	51%	Berryessa Union Elementary		15%
Castro Valley Elementary	50%	Castro Valley Unified		21%

NAME OF SCHOOL	% LOW-INCOME LATINO PROFICIENT	DISTRICT / AUTHORIZER	CHARTER NETWORK	% LOW-INCOME LATINO ENROLLED IN SCHOOL
<b>ELEMENTARY SCHOOL MATH</b>				
Mission Preparatory*	73%	San Francisco Unified	Rocketship Public Schools	71%
Rocketship Spark Academy*	66%	Franklin-McKinley School District	Rocketship Public Schools	41%
Rocketship Mateo Sheedy Elementary*	63%	Santa Clara County Office of Education	Rocketship Public Schools	74%
Rocketship Alma Academy*	62%	Santa Clara County Office of Education	Rocketship Public Schools	74%
Rocketship Futuro Academy*	62%	SBE - Rocketship Futuro Academy	Rocketship Public Schools	69%
Rocketship Rising Stars*	61%	Santa Clara County Office of Education	Rocketship Public Schools	50%
KIPP Excelencia Community Preparatory*	60%	Redwood City Elementary	KIPP	81%
Voices College-Bound Language Academy at Mt. Pleasant*	56%	Santa Clara County Office of Education	Voices College-Bound Language Academies	75%
Rocketship Mosaic Elementary*	56%	Franklin-McKinley School District	Rocketship Public Schools	43%
Rocketship Fuerza Community Prep*	54%	Santa Clara County Office of Education	Rocketship Public Schools	68%
Voices College-Bound Language Academy at Morgan Hill*	52%	Santa Clara County Office of Education	Voices College-Bound Language Academies	77%
Las Animas Elementary	51%	Gilroy Unified		40%
Rocketship Los Suenos Academy	51%	Santa Clara County Office of Education	Rocketship Public Schools	81%
Rocketship Si Se Puede Academy	50%	Santa Clara County Office of Education	Rocketship Public Schools	76%
E. M. Grimmer Elementary	48%	Fremont Unified		33%
Madison Elementary	48%	San Leandro Unified		16%
Aspire Monarch Academy*	47%	Oakland Unified		88%
Alpha: Cornerstone Academy Preparatory	47%	Franklin-McKinley School District	Alpha Public Schools	28%
Marshall Elementary	47%	Castro Valley Unified		15%
Southgate Elementary	46%	Hayward Unified		33%
Rocketship Discovery Prep	45%	Santa Clara County Office of Education	Rocketship Public Schools	69%
Briarwood Elementary	45%	Santa Clara Unified		40%
Rod Kelley Elementary	45%	Gilroy Unified		56%
Ramblewood Elementary	45%	Franklin-McKinley School District		22%
Westwood Elementary	45%	Santa Clara Unified		25%
Rocketship Redwood City	45%	Redwood City Elementary	Rocketship Public Schools	77%

\* Charter school

NAME OF SCHOOL	% LOW-INCOME LATINO PROFICIENT	DISTRICT / AUTHORIZER	CHARTER NETWORK	% LOW-INCOME LATINO ENROLLED IN SCHOOL
<b>MIDDLE SCHOOL ENGLISH</b>				
Mission Preparatory*	79%	San Francisco Unified		71%
Aspire Berkley Maynard Academy*	70%	Oakland Unified	Aspire Public Schools	22%
Alpha: Cornerstone Academy Preparatory*	58%	Franklin-McKinley School District	Alpha Public Schools	28%
Lazear Charter Academy*	56%	Alameda County Office of Education	Education for Change	84%
KIPP Summit Academy*	54%	San Lorenzo Unified	KIPP Bay Area Schools	48%
KIPP Excelencia Community Preparatory*	54%	Redwood City Elementary	KIPP Bay Area Schools	81%
KIPP Heartwood Academy*	52%	Alum Rock Union Elementary	KIPP Bay Area Schools	69%
Caliber: Beta Academy*	51%	Contra Costa County Office of Education	Caliber Schools	65%

NAME OF SCHOOL	% LOW-INCOME LATINO PROFICIENT	DISTRICT / AUTHORIZER	CHARTER NETWORK	% LOW-INCOME LATINO ENROLLED IN SCHOOL
<b>MIDDLE SCHOOL MATH</b>				
Mission Preparatory*	76%	San Francisco Unified		71%
Alpha: Cornerstone Academy Preparatory*	67%	Franklin-McKinley School District	Alpha Public Schools	28%
KIPP Heartwood Academy*	59%	Alum Rock Union Elementary	KIPP Bay Area Schools	69%
Alpha: Blanca Alvarado*	53%	Alum Rock Union Elementary	Alpha Public Schools	63%
Aspire Berkley Maynard Academy*	47%	Oakland Unified	Aspire Public Schools	22%
KIPP Excelencia Community Preparatory*	45%	Redwood City Elementary	KIPP Bay Area Schools	81%
Adelante Dual Language Academy	43%	Alum Rock Union Elementary		58%
Voices College-Bound Language Academy*	41%	Franklin-McKinley School District	Voices College-Bound Language Academies	67%
KIPP Prize Preparatory Academy*	40%	Alum Rock Union Elementary	KIPP Bay Area Schools	67%

NAME OF SCHOOL	% LOW-INCOME LATINO UC/CSU ELIGIBILITY	% LOW-INCOME LATINO PROFICIENT IN ENGLISH	% LOW-INCOME LATINO PROFICIENT IN MATH	DISTRICT / AUTHORIZER	CHARTER NETWORK	% LOW-INCOME LATINO ENROLLED IN SCHOOL
<b>HIGH SCHOOL</b>						
Impact Academy of Arts & Technology*	100%	76%	28%	Hayward Unified		56%
Making Waves Academy*	98%	82%	40%	Contra Costa County Office of Education		74%
Summit Preparatory Charter High*	92%	57%	21%	Sequoia Union High	Summit Public Schools	50%
KIPP San Jose Collegiate*	92%	60%	40%	East Side Union High	KIPP Bay Area Schools	59%
Leadership Public Schools: Richmond*	90%	61%	30%	West Contra Costa Unified	Leadership Public Schools	85%
Oakland Unity High*	83%	75%	49%	Oakland Unified	Unity Schools	83%

\* Charter school



**Innovate**  
Public Schools

**School Calendar 2020-2021**

Aug-20								
Su	M	T	W	Th	F	Sa		
							19	First Day of School / Welcome Back Orientation
2	3	4	5	6	7	8		Module 1 (16 days)
9	10	11	12	13	14	15		
16	17	18	19	20	21	22		
23	24	25	26	27	28	29		
30	31							
					11			

Sep 2020								
Su	M	T	W	Th	F	Sa		
							7	Labor Day - No School
		1	2	3	4	5	14	Reflection, Orientation, Feedback, Grading Reports (special schedule by school sites)
6	7	8	9	10	11	12		Module 2 (16 days)
13	14	15	16	17	18	19		
20	21	22	23	24	25	26		
27	28	29	30					
					21			

Oct-20								
Su	M	T	W	Th	F	Sa		
				1	2	3	9	PD Day
							12	Indigenous People's Day - No School
4	5	6	7	8	9	10	7, 8, 13	Mini Presentations of Learning, Feedback, Grading Reports, asynchronous learning (special schedules by school sites) & Student/Family Conferences
11	12	13	14	15	16	17	13	End of Quarter 1
18	19	20	21	22	23	24	23	All Envision Day # 2
25	26	27	28	29	30	31		Module 1 (16 days)
					19			

Nov-20								
Su	M	T	W	Th	F	Sa		
							6	Reflection, Orientation, Feedback, Grading Reports (special schedule by school sites)
1	2	3	4	5	6	7	11	Veteran's Day - No School
8	9	10	11	12	13	14	23-27	November Break - No School
15	16	17	18	19	20	21		Module 2 (16 days)
22	23	24	25	26	27	28		
29	30							
					15			

Dec-20								
Su	M	T	W	Th	F	Sa		
							9, 10, 11	Mini Presentations of Learning, Feedback, Grading Reports, asynchronous learning (special schedules by school sites) & Student/Family Conferences
		1	2	3	4	5	14, 15	Standards-Based Summative Semester Assessments
6	7	8	9	10	11	12	14-18	Deeper Learning and Unfinished Learning Focus (special schedule by school sites)
13	14	15	16	17	18	19	18	End of Q2, S1
20	21	22	23	24	25	26	21-31	Winter Break - No School
27	28	29	30	31				
					14			

Jan 2021								
Su	M	T	W	Th	F	Sa		
							1	Winter Break - No School
					1	2	4	Teacher Professional Development Day
3	4	5	6	7	8	9	5	Students Return
10	11	12	13	14	15	16	18	MLK Holiday - No School
17	18	19	20	21	22	23	28	Reflection, Orientation, Feedback, Grading Reports (special schedule by school sites)
24	25	26	27	28	29	30		Module 1 (16 days)
31					18			

Feb-21								
Su	M	T	W	Th	F	Sa		
							15-19	February Break - No School
	1	2	3	4	5	6		Module 2 (16 days)
7	8	9	10	11	12	13		
14	15	16	17	18	19	20		
21	22	23	24	25	26	27		
28								
				15				
Mar-21								
Su	M	T	W	Th	F	Sa		
							1, 2, 3	Mini Presentations of Learning, Feedback, Grading Reports, asynchronous learning (special schedules by school sites) & Student/Family Conferences
	1	2	3	4	5	6	3	End of Quarter 3
7	8	9	10	11	12	13	19	All Envision Day #3
14	15	16	17	18	19	20	29-31	Spring Break - No School
21	22	23	24	25	26	27		Module 1 (16 days)
28	29	30	31					
				19				
Apr-21								
Su	M	T	W	Th	F	Sa		
							1-2	Spring Break - No School
				1	2	3	27	Reflection, Orientation, Feedback, Grading Reports (special schedule by school sites)
4	5	6	7	8	9	10		Module 2 (16 days)
11	12	13	14	15	16	17		
18	19	20	21	22	23	24		
25	26	27	28	29	30			
				20				
May-21								
Su	M	T	W	Th	F	Sa		
							13	Reflection, Orientation, Feedback, Grading Reports (special schedule by school sites)
						1	31	Memorial Day - No School
2	3	4	5	6	7	8		Module 1 (11 days)
9	10	11	12	13	14	15		Module 2 (11 days)
16	17	18	19	20	21	22		
23	24	25	26	27	28	29		
30	31							
				20				
Jun-21								
Su	M	T	W	Th	F	Sa		
							1	Reflection, Orientation, Feedback, Grading Reports (special schedule by school sites)
		1	2	3	4	5	2, 3	Standards-Based Summative Semester Assessments
6	7	8	9	10	11	12	4, 7, 8, 9	Portfolio Defenses (Grades 8, 10, 12), Mini Presentations of Learning (Grades 6, 7, 9, 11), Feedback, Grading Reports, asynchronous learning (special schedules by school sites) & Student/Family Conferences
13	14	15	16	17	18	19	4, 7, 8, 9	Deeper Learning and Unfinished Learning Focus (special schedule by school sites)
20	21	22	23	24	25	26	10	Last Day of School - End of Quarter 4 / Semester 2
27	28	29	30				11	Staff Reflection Day
					8		19	Juneteenth Holiday
				180	0			

# Impact Academy of Arts & Technology

## Middle Grades

### 2019-2020 Academic Calendar

August 2019						
Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	11
11	12	13	14	15	16	18
18	19	20	21	22	23	24
25	26	27	28	29	30	

September 2019						
Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2019						
Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019						
Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019						
Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2020						
Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020						
Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020						
Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020						
Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020						
	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020						
	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Aug. 13	6th Grade "Start with Hello" Welcome Night
Aug. 20	First Day of School
Aug. 29	7th/8th Grade "Start with Hello" Welcome Night
Sept. 2	No School - Labor Day
Sept. 4	Spartan Family Association Meeting
Sept. 5 or 6	6th Grade Berkeley Ropes Course Field Trip
Sept. 23	Picture Day
Oct. 2	Spartan Family Association Meeting
Oct. 10	End of Quarter #1
Oct. 11	No School - Teacher Professional Development
Oct. 14	No School - Indigenous People's Day
Oct. 17	7th-8th Grade College Field Trip
Oct. 22-24	Fall Family Conferences - Minimum Days
Oct. 25	No School - Teacher Professional Development
Nov. 6	Spartan Family Association Meeting
Nov. 11	No School - Veteran's Day Observed
Nov. 21	7th/8th Grade IAMG Exhibition #1: Humanities
Nov. 25-29	No School - Thanksgiving Holiday
Dec. 4	Spartan Family Association Meeting
Dec. 5	6th Grade IAMG Exhibition #1: STEM
Dec. 20	End of Quarter #2/Semester #1 - Minimum Day
Dec. 23 - Jan. 3	No School - Winter Break
Jan. 6	No School - Teacher Professional Development
Jan. 7	2nd Semester Begins
Jan. 8	Spartan Family Association Meeting
Jan. 20	No School - MLK Holiday
Feb. 5	Spartan Family Association Meeting
Feb. 14, 17-18	No School - President's Day Holiday
Month of March	Physical Fitness Test for 7th Graders - Date TBD
Mar. 4	Spartan Family Association Meeting
Mar. 13	End of Quarter #3
Mar. 20	No School - Teacher Professional Development
Mar. 25-27	Spring Family Conferences - Minimum Days
Mar. 30 - Apr. 3	No School - SPRING BREAK
Apr. 8	Spartan Family Association Meeting
April/May	CAASPP & CAST Exams - Dates TBD
Apr. 23	7th/8th Grade IAMG Exhibition #2: STEM
Apr. 30	6th Grade IAMG Exhibition #2: Humanities
May 6	Spartan Family Association Meeting
May 8, 15, 22	Portfolio Defense Practice - Minimum Days
May 25	No School - Memorial Day
May 26-29	Portfolio Defenses - Minimum Days
June 1	No School - Teacher Professional Development
June 3	6th Grade Graduation Ceremony
June 10	8th Grade Promotion Ceremony
June 11	Last Day of School - Minimum Day

Holiday Break/No School
Special Event
Testing
Minimum Day

End of Quarter
Spartan Family Association
First & Last Days of School

**Master Schedule 2019-2020 S1**

<b>Grade 6</b>							
Subject/Period	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	
English 6	B	C	D	A	Prep	Push-in	
Humanities PBL 6	Prep	A / B	A / B	Push-in	C / D	C / D	
STEM PBL 6	Push-in	B / A	B / A	Prep	D / C	D / C	
Math 6	A	D	C	B	Push-in	Prep	
Physical Activities 6	C	Prep	Push-in	D	A	B	
Daily Flex 6	D	Push-in	Prep	C	B	A	

<b>Grade 7</b>							
Subject/Period	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	
English 7 (2102)	B	C	D	A	Prep	Push-in	
Humanities PBL 7 (2748)	Prep	A / B	A / B	Push-in	C / D	C / D	
STEM PBL 7 (2653)	Push-in	B / A	B / A	Prep	D / C	D / C	
Math 7 (2435)	A	D	C	B	Push-in	Prep	
Physical Activities 7 (2517)	C	Prep	Push-in	D	A	B	
Daily Flex 7 (1070)	D	Push-in	Prep	C	B	A	

<b>Grade 8</b>							
Subject/Period	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	
English 8	B	C	D	A	Prep	Push-in	
Humanities PBL 8	Prep	A / B	A / B	Push-in	C / D	C / D	
STEM PBL 8	Push-in	B / A	B / A	Prep	D / C	D / C	
Math 8	A	D	C	B	Push-in	Prep	
Art and Design 8	C	Prep	Push-in	D	A	B	
Daily Flex 8	D	Push-in	Prep	C	B	A	

Grade 6		Ms. Shuller Rm 65 (Courtney Shuller)	Ms. Mari Rm 54 (Marisol Nuno)	Mrs. Le Rm 62 (Anh Le)	Ms. Dorman Rm 52 (Sarah Dorman)	Coach G Rm 58 (Ralph Gonzalez)	Ms. Lopez (Elizabeth Lopez)	Ms. Ramirez (Eliana Ramirez)
8:10-8:15	Chromebook	Chromebooks in Rm 65		Chromebooks Rm 62		Chromebooks Rm 58	Chromebooks in Rm 54	Chromebooks in Rm 54
8:15-9:05	1st Period	English 6 in Rm 65	Prep	Math 6 in Rm 62	Flex Push-in Rm 54	PhysAct in Rm 58	Daily Flex 6 in Rm 54	Daily Flex 6 in Rm 54
9:10-9:35	Advisory	Advisory 6 in Rm 65	Advisory 6 in Rm 54	Advisory 6 in Rm 62	Adv in Rm 52	Adv 6 in Rm 58	Adv 6 in Rm 58	Adv 6 in Rm 62
9:40-10:30	2nd Period	English 6 in Rm 65	Hum 6 in Rm 54	Math 6 in Rm 62	STEM 6 in Rm 52	Prep	Math Push-in Rm 62	Hum. Push-in Rm 54
10:35-11:25	3rd Period	English 6 in Rm 65	Block	Math 6 in Rm 62	Block	Math Push-in Rm 62	Prep	Prep
11:25-11:55	LUNCH							
12:00-12:50	4th Period	English 6 in Rm 65	Flex Push-in Rm54	Math 6 in Rm 62	Prep	PhysAct in Rm 58	Daily Flex 6 in Rm 54	Daily Flex 6 in Rm 54
12:55-1:20	L2R	L2R 6 in Rm 65	L2R 6 in Rm 54	L2R 6 in Rm 62	L2R 6 in Rm 52	L2R 7 in Rm 58	L2R 6 in Rm 58	L2R 6 in Rm 62
1:20-1:30	BREAK							
1:30-2:20	5th Period	Prep	Hum 6 in Rm 54	Flex Push-in Rm 62	STEM 6 in Rm 52	PhysAct in Rm 58	Daily Flex 6 in Rm 62	Daily Flex 6 in Rm 62
2:25-3:15	6th Period	Flex Push-in Rm 62	Block	Prep	Block	PhysAct in Rm 58	Daily Flex 6 in Rm 62	Daily Flex 6 in Rm 62
3:15-3:20	Chromebook	Chromebooks in Rm 65	Chromebooks in Rm 54	Chromebooks Rm 62		Chromebooks Rm 58		

Grade 7		Mr. Williams Rm 61 (Frank Williams)	Ms. Hunter Rm 55 (Joycelin Hunter)	Mr. Mendoza Rm 64 (Richard Mendoza)	Ms. Pittman Rm 51 (Breanna Pittman)	Coach Sam Rm 67 (Sam Franco)	Mr. Van Roekel (Tristan Van Roekel)	Ms. Jama (Farah Jama)
8:10-9:05	1st Period	English 7 in Rm 61	Prep	Math 7 in Rm 64	Flex Push-in Rm 55	PhysAct in Rm 67	Daily Flex 7 in Rm 55	Daily Flex 7 in Rm 55
9:10-9:35	Advisory	Adv in Rm 61	Adv in Rm 55	Adv in Rm 64	Adv in Rm 51	Adv in Rm 67	Adv in Rm 57	Adv in Rm 60
9:40-10:30	2nd Period	English 7 in Rm 61	Hum 7 in Rm 55	Math 7 in Rm 64	STEM 7 in Rm 51	Prep	Math Push-in Rm 64	Hum. Push-in Rm 55
10:35-11:25	3rd Period	English 7 in Rm 61	Block	Math 7 in Rm 64	Block	Math Push-in Rm 64	Prep	Prep
11:25-11:55	LUNCH							
12:00-12:50	4th Period	English 7 in Rm 61	Flex Push-in Rm 55	Math 7 in Rm 64	Prep	PhysAct in Rm 67	Daily Flex 7 in Rm 55	Daily Flex 7 in Rm 55
12:55-1:20	L2R	L2R in Rm 61	L2R in Rm 55	L2R in Rm 64	L2R in Rm 51	L2R in Rm 67	L2R in Rm 57	L2R in Rm 60
1:20-1:30	BREAK							
1:30-2:20	5th Period	Prep	Hum 7 in Rm 55	Flex Push-in Rm 64	STEM 7 in Rm 51	PhysAct in Rm 67	Daily Flex 7 in Rm 64	Daily Flex 7 in Rm 64
2:25-3:20	6th Period	Flex Push-in Rm 64	Block	Prep	Block	PhysAct in Rm 67	Daily Flex 7 in Rm 64	Daily Flex 7 in Rm 64

Grade 8		Ms. Kelly Rm 60 (Abigail Kelly)	Ms. Patel Rm 56 (Shruti Patel)	Ms. Ruiz-P Rm 57 (Erin Ruiz-Prunchak)	Mrs. Suryadikara Rm 63 (Caitlin Suryadikara)	Ms. Sur Rm 53 (Daria Sur)	Mr. Donovan (Donovan Hall)	Ms. Dani (Daniela Soriano)
8:10-9:05	1st Period	English 8 in Rm 60	Prep	Math 8 in Rm 57	Flex Push-in Rm 63	Art & Design 8 in Rm 53	Daily Flex 8 in Rm 63	Daily Flex 8 in Rm 63
9:10-9:35	Advisory	Adv in Rm 60	Adv in Rm 56	Adv in Rm 57	Adv in Rm 63	Adv in Rm 53	Adv in Rm 64	Adv in Rm 65
9:40-10:30	2nd Period	English 8 in Rm 60	Hum 8 in Rm 56	Math 8 in Rm 57	STEM 8 in Rm 63	Prep	STEM Push-in Rm 63	Math Push-in Rm 57
10:35-11:25	3rd Period	English 8 in Rm 60	Block	Math 8 in Rm 57	Block	Flex Push-in Rm 63	Prep	Prep
11:25-11:55	LUNCH							
12:00-12:50	4th Period	English 8 in Rm 60	Flex Push-in Rm 63	Math 8 in Rm 57	Prep	Art & Design 8 in Rm 53	Daily Flex 8 in Rm 63	Daily Flex 8 in Rm 63
12:55-1:20	L2R	L2R in Rm 60	L2R in Rm 56	L2R in Rm 57	L2R Rm 63	L2R in Rm 53	L2R in Rm 64	L2R in Rm 65
1:20-1:30	BREAK							
1:30-2:20	5th Period	Prep	Hum 8 in Rm 56	Flex Push-in Rm 60	STEM 8 in Rm 63	Art & Design 8 in Rm 53	Daily Flex 8 in Rm 60	Daily Flex 8 in Rm 60
2:25-3:20	6th Period	Flex Push-in Rm 60	Block	Prep	Block	Art & Design 8 in Rm 53	Daily Flex 8 in Rm 60	Daily Flex 8 in Rm 60



# Impact Academy of Arts & Technology High School 2019-2020 Academic Calendar

August 2019						
Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	11
11	12	13	14	15	16	18
18	19	20	21	22	23	24
25	26	27	28	29	30	

September 2019						
Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2019						
Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019						
Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019						
Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2020						
Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020						
Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020						
Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020						
Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020						
	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020						
	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Holiday Break/No School
Special Event
Testing
Minimum Day

End of Quarter
Spartan Family Association
First & Last Days of School

Aug. 9	Freshmen Orientation
Aug. 15	Spartan Community Launch Night
Aug. 20	First Day of School
Sept. 2	No School - Labor Day
Sept. 4	Spartan Family Association Meeting
Sept. 13	Homecoming Dance
Sept. 23	Picture Day
Sept. 27	11th & 12th Grade College Trips
Oct. 2	Spartan Family Association Meeting
Oct. 10	End of Quarter #1
Oct. 11	No School - Teacher Professional Development
Oct. 14	No School - Indigenous People's Day
Oct. 16	PSAT for 11th Graders / SAT for 12th Graders
Oct. 22-24	Fall Family Conferences - Minimum Days
Oct. 25	No School - Teacher Professional Development
Month of October	10th Grade Exhibition - Date TBD
Nov. 6	Spartan Family Association Meeting
Nov. 11	No School - Veteran's Day Observed
Nov. 14	FAFSA Cash for College Night - 12th Graders & Families
Nov. 25-29	No School - Thanksgiving Holiday
Dec. 4	Spartan Family Association Meeting
Dec. 13	9th Grade Exhibition
Dec. 20	End of Quarter #2/Semester #1 - Minimum Day
Dec. 23 - Jan. 3	No School - Winter Break
Jan. 6	No School - Teacher Professional Development
Jan. 7	2nd Semester Begins
Month of January	WLE Exhibition - Date TBD
Jan. 8	Spartan Family Association Meeting
Jan. 20	No School - MLK Holiday
Jan. 24	100 Day Celebration for 12th Graders
Month of February	12th Grade Exhibition - Date TBD
Feb. 5	Spartan Family Association Meeting
Feb. 14, 17-18	No School - President's Day Holiday
Month of March	Physical Fitness Test for 9th Graders
Mar. 3	11th Grade College Night
Mar. 4	Spartan Family Association Meeting
Mar. 13	End of Quarter #3
Mar. 20	No School - Teacher Professional Development
Mar. 25-27	Spring Family Conferences - Minimum Days
Mar. 30 - Apr. 3	No School - Spring Break
Apr. 8	Spartan Family Association Meeting
April/May	CAASPP & CAST Exams - Dates TBD
Apr. 9	11th Grade Exhibition
Apr. 14	12th Grade Award Letter Review Night
Apr. 17	12th Grade Picnic & 9th/10th College Trips
Apr. 24	Freshman/Sophomore Dance
Month of May	Prom - Date TBD
May 8, 15, 22	Priority Portfolio Defenses - Minimum Days
May 4, 5, 7, 11, 12, 15	Advanced Placement (AP) Exams
May 6	Spartan Family Association Meeting
May 25	No School - Memorial Day
May 26-29	Portfolio Defenses - Minimum Days
June 1	No School - Teacher Professional Development
June 3-4	Grad Nite for 12th Graders
June 5	Senior Skip Day, 9th Grade Exhibition
June 11	Graduation & Last Day of School - Minimum Day



Monday	Tuesday	Wednesday	Thursday	Friday
	0 Period 7:30-8:25			0 Period 7:30-8:25
Period 1 8:30-9:40 Denise, Kira, Jim, Matthew	Period 5 8:30-9:40 Julia, Katherine, Ale, Viad	Period 1 8:30-10:10 Denise, Kira, Jim, Matthew	Period 3 8:30-10:15 Maria, Erin, Amv S, Brett	Period 5 8:30-9:45 Julia, Katherine, Ale, Viad
Period 2 9:45-10:55 Raipaul, Amv M, Leslev, Keesha	Period 4 9:45-10:55 Coleman, Rowan, Phvsics, APES	Break 10:10-10:20	Break 10:15-10:25	Period 4 9:50-11:05 Coleman, Rowan, Phvsics, APES
Break 10:55-11:05	Break 10:55-11:05	Period 2 10:20-12:00 Raipaul, Amv M, Leslev, Keesha	Period 4 10:25-12:10 Coleman, Rowan, Phvsics, APES	Break 11:05-11:15
Period 3 11:05-12:15 Maria, Erin, Amv S, Brett	Period 3 11:05-12:15 Maria, Erin, Amv S, Brett			Period 3 11:15-12:30 Maria, Erin, Amv S, Brett
Lunch 12:15-12:45	Lunch 12:15-12:45	Advisory/AcSem 9th/11th CM 12:05-1:05	Lunch 12:10-12:50	Lunch 12:30-1:05
Advisory/AcSem 12:50-1:15	Advisory/AcSem 12:50-1:15	Staff Lunch 1:05-2:00	Period 5 12:55-2:40 Julia, Katherine, Ale, Viad	Period 2 1:10-2:25 Raipaul, Amv M, Leslev, Keesha
Period 4 1:20-2:30 Coleman, Rowan, Phvsics, APES	Period 2 1:20-2:30 Raipaul, Amv M, Leslev, Keesha	IA Staff PD 2:00-5:00		
Period 5 2:35-3:45 Julia, Katherine, Ale, Viad	Period 1 2:35-3:45 Denise, Kira, Jim, Matthew		Advisory/AcSem 10th/12th CM 2:45-3:45	Period 1 2:30-3:45 Denise, Kira, Jim, Matthew

# Impact Academy of Arts and Technology

## Learning Continuity and Attendance Plan (2020–21)

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
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### General Information

[A description of the impact the COVID-19 pandemic has had on the LEA and its community.]

Impact Academy (IA) is a public charter school located in south Hayward that serves students in grades 6 through 12, and is part of the Envision Education network. Our mission is to transform the lives of students – especially those who will be the first in their family to attend college – by preparing them for success in college, in careers, and in life.

IA opened in August 2007 and now serves 845 students. We began expansion to middle grades in the 2016-2017 school year. In 2018-2019 we reached our full size and welcomed our first Middle Grades graduates into the high school. The current student body consists of the following percentages of racial/ethnic groups: African American, 6%; Asian, 7%; Filipino, 8%; Latinx, 67%; White, 4%; Two or More, 5%; Pacific Islander, 4%. Based on research, best practices, and the lessons learned from many years of experience with charter high schools, our small school design is specifically geared to enable diverse and traditionally underserved students to succeed in an academically challenging environment. IA received special recognition in 2020 from Innovate Public Schools as the #1 Bay Area high school serving low-income Latinx students.

We share with schools across the country the ways in which COVID-19 has disrupted our school's operations and our students' learning experience. Because of the population that IA serves – majority low-income Black and Brown students and their families – we have also seen how distance learning during this pandemic can be much more complicated for our families. We have heard from students who are experiencing a range of complications: unreliable and/or overtaxed internet access; needing to work to help their families because parents or guardians lost jobs in the pandemic economy; competing family responsibilities that interfere with learning, such as caregiving for younger siblings; less space in their homes to establish dedicated learning space, and the list goes on. There is also the fact that many of our families are in front line and service jobs that they are not able to do remotely, increasing their exposure and risk and adding to students' stress levels, which also impacts learning. There is no doubt that COVID-19 has created trauma for IA's students and families.

Another significant impact of the virus is that it has driven us to develop a dramatically different learning program for this fall, which we co-designed with teachers, school leaders, students and families during the summer. The resulting Distance Learning model follows health and safety guidelines and provides rigorous academics to students, while incorporating critical shifts that (1) support student academic achievement and wellbeing, (2) center our most marginalized students, and (3) increase teacher capacity to deliver rigorous learning experiences.

### Stakeholder Engagement

[A description of the efforts made to solicit stakeholder feedback.]

This Learning Continuity Plan was co-designed with students, teachers, education and operations leaders across the Envision network, and families. Since mid-June 2020, the following groups have convened, with the following activities, to design the plan:

- **Student Focus Group:** Envision’s Chief Academic Officer and the IAHS and IAMG Principals hosted a Student Focus Group with 4 students from IA to reflect on Distance Learning from Spring 2020 and gather input for changes for 2020-21.
- **Parent Meetings & Survey:** The IAHS and IAMG Principals have hosted 5 family meetings each since mid-June to gather input on our plans as they have evolved. We conducted a family survey in June to gather input on what worked and what could be improved about Distance Learning, as well as what families would like to see in 2020-21.
- **Education Team** (Envision’s Chief Academic Officer, Principals from IA and the other Envision schools in the network, and the Director of STEM, Director of Humanities, and Director of Special Education): Met almost daily for 2+ hours to reflect on student data from Distance Learning in Spring 2020, develop instructional vision and priorities for 2020-21, design and iterate on schedules to meet that vision, and craft Instructional Guidelines and Expectations for both Distance and In-Person Instructional Offerings.
- **Student Committee** (Envision’s Chief Academic Officer and a student representative from IA and the other Envision schools in the network): Met for 8 hours to reflect on the students’ experiences in Spring 2020 Distance Learning, review data from Spring 2020, analyze a report from 4,500 Oakland families, and design and iterate on schedules to meet students’ stated needs.
- **Teacher Committee** (Envision’s Chief Academic Officer and a teacher representative from IA and the other Envision schools in the network, including representatives of Envision United, the collective bargaining unit): Met 13 times for 2 hours with similar purposes as the above groups: reflect on Spring 2020, review data, design schedules, develop and iterate on Instructional Guidelines.
- **Senior Leadership Team** (Envision’s CEO, CAO, COO, and Chief People Officer): Met weekly to align operational guidelines (driven by Ed Code and the guidance of our local Public Health Departments) with instructional guidelines.
- **Parent Meetings to present the Learning Continuity Plan:** The IAHS and IAMG Principals hosted a Parent Meeting in late August to present the Learning Continuity Plan and solicit written comments on the proposed actions and expenditures. Additionally, the Principals emailed all families in early September to provide the opportunity for parents who did not attend the Meeting to submit written recommendations on the Plan.

As one Teacher Committee member said, “This whole process has been very transparent and collaborative. It’s a collective decision with families, students, teachers, and the Education Team. It is the most student- and family-centered experience I’ve been a part of.”

[A description of the options provided for remote participation in public meetings and public hearings.]

All of the meetings referenced in the first answer were conducted via Zoom, with a dial-by-phone option available.

[A summary of the feedback provided by specific stakeholder groups.]

*Summary of student feedback:*

- Fewer classes: Students felt overwhelmed with 5-6 courses at a time in the Spring of 2020.
- More feedback from teachers: Students wanted more regular feedback from teachers and appreciated the 1:1 check-ins
- More differentiation: With different needs, students cited flexibility in scheduling as a high priority.
- Consistency and predictability and schedules would be beneficial: the lack of a schedule and inconsistent expectations and workload by teacher in Spring 2020 was hard
- Be more intentional about emotional and physical wellbeing of students, both in advisory and outside of it
- Incorporate more about what is happening in the world

#### *Summary of parent feedback:*

- From Spring 2020 Distance Learning:
  - More live classes and a more consistent schedule of check-ins / times for my student to be learning
  - More teacher communication with students and parents
  - Really appreciated the Office Hours
- From Learning Continuity Plan meeting and written comments:
  - Appreciate the module system; students are being challenged; wonder if it will continue in Hybrid
  - Logistical improvements can be made around google calendar and PowerSchool
  - In-person instruction should be prioritized for students with IEPs and other needs, with a rotating schedule of small groups; use outdoor and large spaces; safety protocols should include masks, frequent hand-washing, frequent cleaning of the school, physical distancing
  - Communication has been very strong (calls, texts, emails, website); continue Family Meetings
  - Increase opportunities for community connection, including: continue daily advisory, more ways to meet new teachers, clubs for students, school-wide community building activities, student virtual hangouts outside of class, virtual or physically distanced social functions

#### *Summary of teacher feedback:*

- No clear alignment around progress monitoring and grading, which created situations where it was easier for students to disengage.
- Deep desire to refine the portfolio defense system.
- Need for clarity about our anti-racism work. Since anti-racism has many different meanings and connotations for different stakeholders, ultimately, teachers were asking for more specificity about what it means at Envision.

#### [A description of the aspects of the Learning Continuity and Attendance Plan that were influenced by specific stakeholder input.]

- In response to student feedback, we are implementing a modular approach, in which students take 3 courses for 16 days and then the other 3 courses the next 16 days. This approach allows students to focus on three courses at a time and get more meaningful feedback from their teachers to continue to build the core skills of each course.
- Students will have a minimum of 4 hours of learning activities every school day. These learning activities could be synchronous or asynchronous.
  - Synchronous: Instruction that happens for an entire class at the same time via zoom. This is considered “live” instruction.
  - Asynchronous teaching: Instruction and instructional activities that are not “live.” For example: A student will have learning activities through Google Classroom with recordings or written instructions. Students can complete these assignments at a time that is most convenient for them. One student could choose to complete at 7am while another could choose to complete at 7pm.
- Daily advisory will be high priority for our school to check-in on students, ensure that students are engaging in their courses, and maintain community connection.
- In response to student and parent feedback, progress updates will be given for all students every week.
- In response to student and parent feedback, there is a clear schedule and routine for students to participate in with flexibility to meet the diverse needs of students and families. We know that every student has different needs. We have created a Tiered Support System that allows us to provide more supports for students with greater needs (see the Distance Learning Program section for more details on the Tiered Support System). Students with greater needs will also be prioritized for In-Person Learning.
- The plan is clear about progress monitoring, grading, and providing feedback to address the issue raised by teachers.

- We strategically embedded portfolio defense work into the plan so that the system and structures are reinforcing it in a meaningful way.
- In response to the teachers' feedback about anti-racism, we are centering Critical Literacy as the foundation for all of our instructional priorities next year. We define Critical Literacy as: "Reading the word in the world. Understanding the ways that power, privilege, and oppression exist, building that lens so that when we think about systems change, or anti-racism change, or PRO-PEOPLE change, that it's rooted in systems thinking vs. just interpersonal relationships and interactions."
- In alignment with both public health guidelines and parent feedback, our In-Person plan includes developing safety protocols and training all staff and students on those protocols, including sanitation and minimizing the spread of infectious diseases.
- In response to parent feedback, our Plan includes regular communication with families through multiple channels and increased opportunities for community connection outside of the formal school day.

## Continuity of Learning

### In-Person Instructional Offerings

[A description of the actions the LEA will take to offer classroom-based instruction whenever possible, particularly for students who have experienced significant learning loss due to school closures in the 2019–2020 school year or are at a greater risk of experiencing learning loss due to future school closures.]

IA has identified a **four-stage approach** for resuming in-class instruction in a measured way to align to the California Department of Education guidelines. Each stage will be guided by health and safety guidelines, measures, protocols and orders as well as the [Guiding Principles](#) developed by the Envision Education network during the summer of 2020. Our approach seeks to:

- Maintain a healthy and safe environment for all students, families and employees
- Support vulnerable students who have experienced significant learning loss or are at greater risk
- Provide the services needed to support the children of our essential workers
- Provide continuity of educational opportunities for all students

The four stages, described below, outline how we will move from 100% Distance Learning, through a Hybrid Model that combines in-person and online learning, and finally to 100% in person instruction when health and safety guidelines allow. As we progress through these stages, we will prioritize students with the greatest need, including those who have experienced learning loss due to school closures in the Spring, in two key ways:

- These students will receive maximum support in full Distance Learning mode, via our Tiered Support Model (described above)
- These students will be in the first group of students to return to campus and begin receiving in-person instruction.

The four stages are as follows:

#### **Stage 1: School Density Maximum at Facility = 0%**

In stage 1, all classes are delivered through Distance Learning Mode; this stage is determined via the following criteria:

- Safety
  - Public health orders do not allow for in-person working/learning within guidelines
  - Staff and students are not yet trained on all protocols

**Stage 2: School Density Maximum at Facility <=20%**, determined via the following criteria:

- Safety
  - Public health orders allow for in-person working/learning within guidelines
  - Facilities are adequate for safe use
  - Staff and students trained on all protocols
- Student Instructional Needs Being Met

In Stage 2, we will begin to phase in our Hybrid Model, which will consist of phased in in-person classroom instruction and ongoing distance learning. Students who come to campus for learning will do so for 1-3 half days per week. The majority of our students will continue in Distance Learning, and parents/guardians have the ability to opt-out of in-person learning. To determine which students will participate in in-person learning and which will continue with Distance Learning, we will prioritize the following students.

- students with disabilities/diverse abilities
- students who require additional supports (e.g., attendance, progress monitoring, ELD), including students who have experienced significant learning loss due to school closures in the 2019–2020
- children of essential workers

**Stage 3: School Density Maximum at Facility <=50%**, determined via the following criteria:

- Safety
  - Public health orders allow for in-person working/learning within guidelines
  - Facilities are adequate for safe use
  - Staff and students trained on all protocols
- Student Instructional Needs Being Met

In stage 3, we will move into our Augmented Hybrid Model, as health conditions allow for more students to spend time on campus. In this phase, all students in all grades will spend a minimum of 1 half day per week on campus. Parents/Guardians can opt-out of in-person learning and keep their students entirely in Distance Learning. Some students will increase the amount of time they spend on campus, and those students will be determined by prioritizing the following:

- students with disabilities/diverse abilities
- students who require additional supports (e.g., attendance, progress monitoring, ELD), including students who have experienced significant learning loss due to school closures in the 2019–2020
- children of essential workers

**Stage 4: School Density Maximum at Facility = 100%**, determined via the following criteria:

- Safety
  - Large group gatherings are permitted by public health orders
  - School Facilities are adequate for safe use, with health and safety protocols in place
  - Staff and students trained on all protocols
- Attendance Compliance
- Student Instructional Needs Being Met

In this stage, all classes will be delivered through in-person, on campus instruction. Parents/Guardians may elect to continue Distance Learning as long as compulsory attendance requirements permit. IA will work with those families to meet students' instructional needs via Distance Learning.

## Actions Related to In-Person Instructional Offerings

Description	Total Funds	Contributing
Develop safety protocols and train all staff and students on those protocols, including sanitation and minimizing the spread of infectious diseases.	\$1,000	N
Purchase supplies to sanitize and clean the facilities and implement safety protocols.	\$35,000	N
Design a Hybrid instructional and staffing model that ensures the needs of all students are met, including low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care.	no additional expenditures associated with this action	Y
Provide additional academic services for pupils through additional technology devices to ensure classrooms are equipped to provide in-person learning with physical distance.	\$18,000	N
Analyze student data and gather teacher and parent input to determine students with the greatest need who would benefit most from in-person instruction to mitigate learning loss, including low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care.	no additional expenditures associated with this action	Y

## Distance Learning Program

### Continuity of Instruction

[A description of how the LEA will provide continuity of instruction during the school year to ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery, including the LEA’s plan for curriculum and instructional resources that will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.]

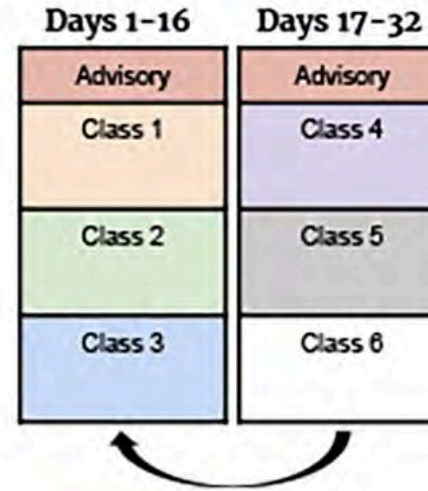
IA has designed a robust Distance Learning program for our school, which we developed during the Summer of 2020 in collaboration with school site admin, teachers, students and parents. There are three primary elements to this program: The Modular Learning Structure, our Instructional Learning Structures, and our Tiered Support Model.

#### The Modular Learning Model

We are adopting a Modular Learning model for Distance Learning this fall that is designed to ensure that students will have access to a complete, high-quality curriculum in Distance Learning. In this design, students will take three courses at a time, instead of 5-6, in 16-day rotations or modules; for semester 1, each module lasts 16 days and includes at least one disciplinary unit. Each unit concludes within the module, with an end-of-unit performance task. This structure will allow students to focus on fewer classes at a time, without sacrificing any subjects. There will be opportunities for students to practice skills in the “off” module, to address the possible challenge of losing connection with the content. Here is a visual of how the Module System works:

## WHAT DOES A MODULAR SYSTEM LOOK LIKE

- Students take three classes at a time.
- After 16 days, they switch to the next three classes.
- After 16 days in Module 2, they'll switch back to Module 1.



At the end of the quarter, students will deliver Mini Presentations of Learning, aligned to our portfolio defense system.

In addition, students will participate in daily advisory for 30 minutes, focused on SEL support.

### Instructional Learning Structures

Instructional Learning Structures	
Synchronous	Teacher delivers “live” instruction via zoom
Co-Teach Synchronous	Co-teachers (most often with a Learning Specialist) deliver “live” instruction via zoom. Most often there is a mini-lesson with everyone, then break-out rooms are used to pull small groups for more intentional supports. In this model, all students with IEPs are NOT grouped together as this would reinforce non-inclusive programming. Instead, there are strategic small groups that ensure each student with an IEP receives both their required additional minutes of support AND the opportunity to engage with other students with different learning needs. Co-planning and co-grading are important elements of this instructional type.
Asynchronous	Teacher delivers instruction through an LMS (e.g., Google Classroom) platform that is not “live” and that students can access through video or clear written instructions
Virtual Office Hours	Teacher and Learning Specialists hold space for students to opt into additional support. An educator can ask specific students to attend virtual office hours to receive targeted support.



Tier 3 Synchronous Support	Teachers and Learning Specialists hold regular support time for 10-20% of a classroom (3-6 students) with greatest needs. Educators use school-site criteria and seek agreement between family, teacher, and administration.
Peer Support	At the beginning of each unit, students and teachers agree to peer groups of 3-5 students. This group is a support group that can meet with one another and learn together. It is an optional group and families should be informed of the student groups.
Advisory Lab	Advisor holds intentional space for students to work on the skill of metacognitive reflection and Graduate Profile competencies (our foci this year are the skills of critical thinking, collaboration, and communication). Advisory Lab is the time to support students with their learning from the asynchronous Graduate Profile Lab and to prepare for Mini Presentations of Learning at the end of each quarter. In the schedule there are 4 possible lab times for advisors and we ask advisors to only select 2 of those times to hold “live” time for advisees. Students only shall attend one of those two options. This is essentially Office Hours for advisees in service of the Graduate Profile and Mini Presentations of Learning.
Counseling	The counseling team will be meeting with students for counseling throughout the day. We’ve identified the two synchronous hours per day as times when counseling will NOT take place since students are only receiving 2 hours of live tier 1 teaching on most days.

### Tiered Support Model

As mentioned above, IA will use a Tiered Support Model that provides different levels of support to students with different needs, and prioritizes students with the highest needs to receive the most support and the most time spent with teachers in virtual classrooms and online platforms. Please see the section entitled “Support for Pupils with Unique Needs” for how Tier 2 and Tier 3 supports have been designed to support English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness.

- **Tier 1 Supports:** Teaching and supports that all students are given as a baseline. All students will have approximately 4 hours of instructional materials either through synchronous or asynchronous instruction.
- **Tier 2 Supports:** Teaching and supports that are offered to all students but may not be taken if a student does not need these supports. For instance: Virtual Office Hours for science class, Peer Study Group for Ethnic Studies class, or an Exercise Plan, etc.
- **Tier 3 Supports:** Teaching and supports given to a student as an option AND/OR when there is agreement between student/family and teacher. For instance: Small group instruction for 3-6 students at a time with a focus on challenging content.

As we phase in more in-person learning, the Hybrid model -- partly in-person and partly virtual -- will follow the same schedule as distance learning. We have built our Distance Learning plan so that learning will continue in either mode (in person or virtual), and can go back and forth between the two if public health recommendations and policies require it.

We have also established clear expectations for teachers as they plan for instruction and daily, weekly and unit lesson planning, to ensure instructional continuity of substantially similar quality regardless of the method of delivery. Teachers are expected to plan for the following:

- 16-day unit plans; Understanding by Design (UbD) is the recommended framework. Develop a 16-day unit that explicitly addresses goals, transferable skills, enduring understandings, essential questions, knowledge, and skills. Balance Graduate Profile competencies and standards-aligned goals.
- Beginning of unit entry-tasks and end-of-unit performance tasks that target prioritized standards and competencies identified in the unit plan with multiple prompts and/or questions
- Progress reports and report cards to be distributed to families at the end of units
- A week-at-a-glance to be accessible to families and students. 5pm on Fridays is the recommended time.

- Daily lesson plans. Regardless of content area, distance learning lessons should all share the criteria below.

### **Standards Alignment**

- Graduate Profile: Teachers will align their lessons to the competencies that are part of our Graduate Profile.
- CCSS/NGSS standard-aligned lessons: Teachers will align their lessons to Common Core and Next Generation State Standards

### **Student-Facing Materials; teachers will ensure that their students have:**

- A clear lesson objective tied to each unit goal
- A checklist for each assignment that clearly communicates criteria for success
- A key task exemplar/answer key (when appropriate)
- Opportunities to practice with models, exemplars, sentence frames as needed in order to provide clarity
- Differentiation embedded for students with IEPs and English Language Learners
- Metacognition Reflection Materials so that students can reflect on their own process and progress as learners.

## **Access to Devices and Connectivity**

[A description of how the LEA will ensure access to devices and connectivity for all pupils to support distance learning.]

IA provides laptops for every student as part of their enrollment; we also survey families to identify any that may need online access support and provide hotspots to any student who needs internet access. We also provide technical support to students and families to assist with issues related to laptop functionality, access challenges, and technical support related to equipment and technology that students need to be successful. This was the process we followed during school closure in 2019-20.

## **Pupil Participation and Progress**

[A description of how the LEA will assess pupil progress through live contacts and synchronous instructional minutes, and a description of how the LEA will measure participation and time value of pupil work.]

IA's students will receive 240 instructional minutes per day, delivered through synchronous and asynchronous instruction. Students will engage in at least 120 minutes per day of synchronous instruction (180 minutes on Thursdays and 30 minutes on Fridays), plus additional designated ELD time and Tier 2 and Tier 3 live supports. The remainder of the instructional minutes will be met through asynchronous learning that students can access through video or written instructions prepared by teachers. Teachers, who are certificated and hold the appropriate credential for their course, certify students' participation by taking attendance for every synchronous session each day.

We have outlined specific expectations for our teachers and clear grading policies for our families in our 2020 Instructional Guidelines. These state the following:

### **Progress Monitoring and Feedback**

- Teachers will begin each unit by sharing outcomes and goals of the unit with students and families.
- Teachers will use unit entry task data to both inform instruction and communicate to families at the beginning of a unit.
- Throughout a unit, teachers and Learning Specialists will collect data and share feedback on a weekly basis to students, accessible to families
- Teachers and Learning Specialists will analyze data around student proficiency in content PLCs and plan for corrective instruction.
- Teachers and Learning Specialists will use PowerSchool/Illuminate for tracking work submitted by students.
- Teachers and Learning Specialists will collect and analyze this data in bi-weekly Division Team meetings using a standard protocol and data collection tool.

- Teachers/Advisors/Learning Specialists will respond to this data using tiered interventions, including communicating with families to share concerns and/or successes.

### Progress Reports and Report Cards

Progress report distribution is a semi-formal process of informing students and their families of course progress. It's an opportunity to share how a student is doing as it relates to learning and the criteria for grading.

Reports will communicate to families and students how students did with respect to the overarching goals, guiding questions, transferable skills, knowledge, and enduring understandings of a unit. This information can then be used during off-module time to work on asynchronous work for a course before they return to the course in the next module. It can also be used at the end of the semester during the "Deeper Learning and Unfinished Learning Focus" time in the calendar. Ultimately, progress and report cards should be active in a student's learning process versus seen as only an end-of-term grading period. By making it active for a student, we reinforce the notion of "Life-Long Learning."

Progress reports are distributed at the end of each unit in a module. Report Cards are distributed after a combined cycle of Module 1 and 2: essentially, after quarter 1, S1/quarter 2, quarter 3, and S2/quarter 4.

### Grading Policy

Grades are an important source of feedback for students, and families around mastery of desired unit and course outcomes. IA uses a traditional grading system, and is on the path towards a competency-based grading system.

- Our instructional staff has aligned on what each letter grade means in practice:
  - **Letter Grade A/4** - Advanced
  - **Letter Grade B/3** - Proficient
  - **Letter Grade C/2** - Developing
  - **Letter Grade NC/1** - Emerging
  - **Letter Grade NC/0:** Student does not submit a *formative* assignment
  - **\*Letter Grade M:** Student does not submit a *summative* assignment: Summative Tasks/Assessments not turned in are given an "M" and families and students are contacted to ensure that the severity of that assignment is understood. Students are expected to complete the assignment because it is core to the unit. Communication throughout the semester to family is necessary AND a conversation with family to switch M's to 0's at the end of semester must be had before the letter grade switch occurs.
- If more than 20% of students in a class are not passing OR if there is noticeable disproportionality across race and/or for students with disabilities, a conversation around grades between teacher and coach/supervisor should be prioritized.

### Distance Learning Professional Development

[A description of the professional development and resources that will be provided to staff to support the distance learning program, including technological support.]

We have several structures in place to support the professional development of our teachers and staff as they implement Distance Learning, including:

**Content Professional Learning Communities** (Content PLC). We recognize that planning for distance learning constitutes a significant lift for educators, and want to leverage the power of collaboration to refine our craft of teaching. IA will participate in PLCs across the Envision network every Tuesday afternoon for 90 minutes. The focus during PLC will be on disciplinary pedagogy, which includes planning, instructional practices, student work analysis, and assessment practices. The primary function of PLCs is progress monitoring of disciplinary pedagogies and their outcomes.

**Site Collaboration.** Collaboration and professional development at IA will also occur weekly. For 90 minutes on Wednesday afternoons every other week, educators will come together as Division-level teams to align, progress monitor, manage logistics, co-plan between general ed teachers and learning specialists, talk about individual student's needs, etc. To best serve our students with IEPs, there will be intentional planning and consultancy time with Learning Center teammates. On the alternating week, the whole educator team will focus on Portfolio/Graduate Profile professional development led by Principals/Vice Principals.

**Staff Meetings.** As needed, we will hold staff meetings that focus on operational clarity (logistics and communication).

**Friday PD:** This PD time will focus specifically on the craft of teaching and advising. The areas of focus will be:

- To build staff capacity on restorative practices as a key strategy to build community, connection, and agency
- To progress monitor the Tiered Support System, including looking at data and reflecting
- To prepare for student defenses by focusing on metacognitive reflection

In addition, there will be Envision-wide role-alike PD that is happening on a regular basis for principals, vice principals, learning specialists, etc.

**Content Planning Guidelines:** We have also created a comprehensive Content Planning Guideline document, providing resources and support to teachers in the following areas:

- Planning Inclusion Guidelines: Special Education
- Math Planning Guidelines
- Science Planning Guidelines
- Social Studies Planning Guidelines
- English Planning Guidelines
- A-G or Elective Planning Guidelines (Arts, Physical Education, Spanish, Health Education)
- Designated ELD Guidelines

### **Technological Support**

IA is providing technology support to teachers to ensure successful Distance Learning through the following:

- We upgraded Zoom for all teachers and staff to allow each person access to features that support successful meeting facilitation, teaching, and remote learning, such as breakout rooms;
- We provided a solution to teachers to call families for free without needing to use their personal cell phones for work-related calls;
- We are sharing exemplar synchronous and asynchronous lesson plans to all teachers, as well as supporting teachers in prioritizing what to teach via our modular distance learning system;
- We are sharing Zoom and Google Classroom tutorials with teachers;
- We will address additional technology capacity needs in professional development as needs arise.

### **Staff Roles and Responsibilities**

[A description of the new roles and responsibilities of affected staff as a result of COVID-19.]

With the changes wrought by COVID-19, the roles and responsibilities of everyone on campus have shifted. In response, we have developed clear guidelines for the various positions, to ensure that affected staff are aware of what is expected of them in this unique year and to ensure that students receive the highest level of teaching and learning.

## Required Expectations of Teachers

### *Daily Teacher Responsibilities:*

- One-on-one phone check-ins or group calls or Virtual Office Hours with students with a focus on progress monitoring/feedback: approx. 60-90 minutes/day
- Monitor ongoing student progress through digital, phone, text, etc. depending on your chosen system(s)
- Distribute virtual materials for the next day through LMS (Google Classroom).
- Plan for accessibility supports for each student with IEPs and other diverse learners
- Respond to student/family outreach within 24 hours
- Differentiate instruction and provide accommodations to students with IEPs and 504 plans

### *Weekly Teacher Responsibilities:*

- Join weekly network PLC for designated content area with a focus on unit plan development and student work analysis
- Participate in site-based virtual PD per principal direction
- Participate in site-based grade-level or division-level meetings
- Give weekly progress checks to families via phone, email, text, or any other system that is easily accessible to families.
- Give students feedback on at least one benchmark, assessment, or assignment each week that is directly aligned to the end of unit performance task
- Participate in IEP meetings (virtually or by phone) and co-planning sessions with Learning Specialists for students with IEPs
- Communicate clearly with Special Education staff around student engagement, grades, projects, and assignments
- Advisory Lab time: Support students in advisory with metacognitive reflection related to Graduate Profile in preparation for Mini Presentations of Learning and/or Portfolio Defense.

### *Unit Teacher Responsibilities:*

- Develop a 16-day unit that explicitly addresses goals, transferable skills, enduring understandings, essential questions, and knowledge. Balance Graduate Profile competencies and standards-aligned goals.
- Beginning of unit entry tasks and end-of-unit performance tasks
- Progress reports/report cards to be distributed to families at the end of the unit

### *Upon completion of Module 1 and Module 2 cycle*

- Advisor will hold Mini Presentations of Learning (formative/practice portfolio defense) with all advisees; focus on metacognitive reflection and Graduate Profile competencies, specifically the skills/mindsets related to critical thinking, collaboration, and communication.

## For Learning Specialists

To ensure we are providing appropriate support for Diverse Learners, Learning Specialists (LS) and Instructional Aides (IA) will meet with core content teachers weekly, to support differentiation, accommodations, and student support, prioritizing core English and math content.

### *Learning Center (LC) Teams (all):*

- Participate in weekly Learning Center meetings
- During synchronous learning:
  - LS or IA can hold small group breakout sessions
  - Co-teaching with content teachers (LS only)
- During Tier 1 Asynchronous, Virtual Office Hours, and Tier 3 time:

- Plan for and hold small group sessions
- Plan for and hold LC Office Hours
- Individualized weekly check-ins for all students with IEPs for progress monitoring and social-emotional check-in
- Attend network weekly PLC (content area and/or special education)
- Communicate clearly with grade level teams and admin around LC team schedules and student progress

*Learning Specialists:*

- Hold teacher meetings (consultation) and/or co-planning meetings
  - ELA and Math (weekly): focus on co-planning
  - Social Studies and Science (bi-weekly): focus on teacher meeting
- Compliance
  - Amend all IEPs to reflect the following (for the year)
    - Special education and related services
    - Supplementary aids and services
    - Transition services
    - Extended school year services
- Schedule all related services for students on your caseload

*Lead Learning Specialists only:*

- Facilitate weekly Learning Center meetings
- Co-plan and co-facilitate special education PLC sessions

**For Principal and Vice Principal(s)**

School Leadership Responsibilities:

- Join a network PLC each week to support unit plan and student work analysis implementation
  - Principal rotates through all content areas; Vice Principals rotate within one content area.
- Ensure that there is support for Graduate Profile Lab course
- Offer feedback to teachers on unit plan, lesson plan, or week-at-a-glance each week, at least 3 a week
- Observe synchronous learning structures with the intent of affirming teacher practice (related to instructional priorities) and offering feedback to pedagogical practice, at least 3 a week
- Ensure an Admin is present for IEP meetings and Learning Center meetings that need admin presence
- Elevate celebrations and challenges with the academic model
- Design, facilitate, and plan for weekly professional development in restorative practices, instructional programming, critical pedagogy, and metacognitive reflection
- Create professional development and Lead Team agendas that align to yearly scope and sequence
- Analyze and adjust practice using participation, wellness, and academic data to ensure students and families are offered supports and resources to thrive in Distance and Hybrid Learning structures
- Systematize support of teachers to develop 16-day units that explicitly address goals, transferable skills, enduring understandings, essential questions, knowledge, and skills & that balance Graduate Profile competencies and standards-aligned goals
- Systematize progress report/report card distribution to families at the end of modules

- Respond to student/family outreach within 24 hours
- Send family messages with an organized system for student/family understanding of schedules, logistics, and big picture items

## Supports for Pupils with Unique Needs

[A description of the additional supports the LEA will provide during distance learning to assist pupils with unique needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness.]

Students with a range of unique needs, including those who are English language learners, are low-income, have IEPs, are in foster care or are experiencing homelessness will be provided with additional support during Distance Learning (as well as when we move into the Hybrid model phases and when we are able to return to campus fully) through our Tiered Support Model.

Data is the centerpiece of how we will assist pupils with unique needs; we will review the following data to determine who needs Tier 1, 2, and 3 support: Attendance; work completion; entry-task data; grades; and social-emotional learning data related to a sense of belonging. When data indicates that a student needs more support, they will be assessed for what intervention/tier support level is the best response. Options for providing additional support include virtual office hours, peer support groups, asynchronous supports, etc.

We will also consider demographic information as we review data, to take a more holistic view of the students who are on the Tier 3 Roster. This will help us identify systemic or structural issues that might be creating barriers for students so that we can address them.

For every student in Tier 3 support, we will connect with their families to build relationships between the school and parents/guardians, so that students' needs are met in partnership.

Below are examples of how the Tiered Support Model will provide additional support to students with unique learning needs.

- Students who are English Learners
  - Designated ELD support (at least 2 hours per week)
  - Small group instruction with 3-6 students
  - Virtual Office Hours
  - Peer Support Study Group
  - Inclusive and fluid groupings from module to module to avoid stigmatizing students unintentionally.
- Students who have Individualized Learning Plans (IEPs)
  - Required additional minutes of support in small groups or breakouts
  - Counseling
  - Small group instruction with 3-6 students
  - Virtual Office Hours with General Education or Special Education Teacher
  - Peer Support Study Group
  - Inclusive and fluid groupings from module to module to avoid stigmatizing students unintentionally.
- Students who are in foster care
  - Additional technological support
  - Frequent calls / texts / check-ins with family and student's advisor or administrator
  - Counseling
  - Small group instruction with 3-6 students
  - Virtual Office Hours
  - Peer Support Study Group

- Inclusive and fluid groupings from module to module to avoid stigmatizing students unintentionally.
- Students who are experiencing homelessness
  - Additional technological support
  - Frequent calls / texts / check-ins with family and student's advisor or administrator
  - Counseling
  - Small group instruction with 3-6 students
  - Virtual Office Hours
  - Peer Support Study Group
  - Inclusive and fluid groupings from module to module to avoid stigmatizing students unintentionally.

## Actions Related to the Distance Learning Program

Description	Total Funds	Contributing
Provide Tier 1 instruction (high-quality Distance Learning synchronous and asynchronous instruction that all students receive)	\$100,000	N
Provide Tier 2 instruction (teaching and supports that are offered to all students but may not be taken if a student does not need these supports, including Office Hours and Peer Study Group), including low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care.	\$100,000	Y
Provide Tier 3 support (supports implemented for students not responding to Tier 2 supports; more frequent, intense, and individualized interventions, including small group instruction), including low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care.	\$100,000	Y
Provide daily advisory	\$60,000	N
Offer Graduate Profile lab course	\$7,500	N
We will provide clear progress monitoring and feedback to students and families.	\$7,500	N
We will provide laptops to all students, hotspots to students who need them, and tech support to students and families to aid in regular and substantive educational interaction between students and their classroom instructors, including low-income students and students with disabilities, which may include assistive technology or adaptive equipment.	\$83,000	Y
Provide professional development opportunities to help teachers support students in distance learning contexts through Content Specific Professional Learning Communities, Site Collaboration, Staff Meetings and Friday PD sessions.	\$40,000	N

## Pupil Learning Loss

[A description of how the LEA will address pupil learning loss that results from COVID-19 during the 2019–2020 and 2020–21 school years, including how the LEA will assess pupils to measure learning status, particularly in the areas of English language arts, English language development, and mathematics.]

Within each one of our units, there will be an end-of-unit performance task, beginning of unit entry task, and formative tasks between the two that yield data to inform adjustments to instruction. These tasks will be designed by teachers, and teachers will use data from the tasks to determine which students need Tier 2 or Tier 3 support.



With end-of-semester standards-based summative assessments, we will be evaluating our program, not our students. Our long term goal is to identify (adopt, adapt, or create) common assessments that balance standards-based and Graduate Profile competency-based criteria. This year, depending on the subject area, we will have a spectrum of common assessments with varying degrees of balance when it comes to standards-based and competency-based criteria.

## Pupil Learning Loss Strategies

[A description of the actions and strategies the LEA will use to address learning loss and accelerate learning progress for pupils, as needed, including how these strategies differ for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils experiencing homelessness.]

IA will use the following strategies to address learning loss and accelerated learning progress for students:

Our entire Modular Structure is, in-part, a response to and strategy for mitigating learning loss. Within that structure, each disciplinary department is also identifying priority standards to focus on to ensure that students receive the most critical content via Distance Learning and to prevent or minimize future learning loss. Specifics of our plans include:

- English learners will have designated ELD instruction and support.
- Math teachers are leveraging our common curriculum to hone in on key math skills
- English teachers are using aligned ELA curricula to ensure students develop key ELA skills
- We will monitor student data (attendance, assessments) to determine which students have exceptional needs and then determine the right levels of support and intervention for each of those students.
- We will use data and information from Advisory classes, where teachers are charged with building and maintaining critical school-based relationships with each student, to identify students who need specific interventions

We will use the following strategies to support students with the full range of exceptional needs described above:

*Scaffolding Instruction*, including using structures like flexible groupings, student choice, activities for different learning styles, and rigorous alternative performance task/assessments

*Differentiating Instruction*, including: creating rigorous, age-appropriate, standards based tiered lessons (mini-lessons); adjusting daily lessons based on student needs; creating flexible groupings based on learning styles and/or interest

*Universal Design for Learning* (or a similar framework). Teachers will design learning experiences that: make the curriculum accessible and age appropriate for students (learning styles, abilities, cultures; etc.); use multiple forms to represent content (visual and oral strategies); offer multiple ways for students to communicate (writing, speaking, and illustrating); offer flexible forms of engagement (text, videos, podcast, role playing, etc.)

*Teacher Meetings with Special Education Team* (English, Math, Social Studies, and Science). Teachers will: use a Menu of Support; analyze student data to determine appropriate instructional and/or behavioral strategies for diverse learners; discuss how technology may enhance daily lessons and provide additional supports to students.

## Effectiveness of Implemented Pupil Learning Loss Strategies

[A description of how the effectiveness of the services or supports provided to address learning loss will be measured.]

We will measure the effectiveness of the services and supports provided to address learning loss with the following direct and indirect sources of evidence:

Direct Evidence:

- Grades and End of Semester Summative Assessment data

- Performance Task data
- Quality of Unit Plans

Indirect Evidence:

- Professional Learning Community feedback loop data
- Written and Oral feedback on Planning Sessions before school starts
- Identified needs for future professional development at the beginning, middle and end of the year.

## Actions to Address Pupil Learning Loss

Description	Total Funds	Contributing
Provide Tier 2 and Tier 3 supports (office hours, small group instruction for 3-6 students at a time, etc.) thus increasing the instructional time provided to students based on their learning needs and accelerating progress to close learning gaps for students experiencing learning loss, especially including low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care.	\$75,000	Y
Provide additional academic services for pupils, by conducting beginning-of-unit diagnostic assessments and formative tasks within the unit to identify students with learning loss.	no additional expenditures associated with this action	N
Provide integrated pupil supports to address other barriers to learning through counseling and mental health services, including low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care.	\$40,000	Y
Provide programs to address pupil trauma and social-emotional learning through daily advisory course focused on social-emotional learning and support, including low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care.	\$30,000	N
Provide additional academic services for pupils through additional technology devices and tech support (computers and internet hotspots) to families who need them for connectivity to participate in distance learning, including low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care.	\$15,000	Y
Provide integrated pupil supports to address other barriers to learning through meal service to students, especially those eligible for free and reduced price meals.	\$10,000	Y

## Mental Health and Social and Emotional Well-Being

[A description of how the LEA will monitor and support mental health and social and emotional well-being of pupils and staff during the school year, including the professional development and resources that will be provided to pupils and staff to address trauma and other impacts of COVID-19 on the school community.]

Exposure to trauma or chronic stress has a physiological impact on the brain and can interfere with a child’s ability to learn. IA is prioritizing strategies that create safety for students and adults, promote collaborative and trusting relationships with adults and peers, and develop the social-emotional learning (SEL) skills students need to cope

with stressors, all while offering individualized support for students with intensive needs to cultivate empowerment and agency. We have identified a collection of structural practices and routines to support the mental health and social/emotional wellbeing of our students:

- Synchronous advisory classes will take place daily for 30 minutes, with an explicit focus on SEL instruction and support. We are prioritizing wellness by focusing on building strong, supporting relationships in Advisory.
- The school psychologist will give a presentation to all staff on Trauma and Trauma-Informed school practices, including how to recognize, support and report suicide ideation and other mental health crises situations.
- We will provide mental health services to all students, based on need
- We have a referral protocol and process (through staff, student, parent, SST)
- Our counseling program has short and long term counseling options and referrals to external care.
- We will provide weekly professional development to staff on restorative and community pedagogy, to build their capacity to support the social and emotional well-being of their students in advisory and in courses
- We will increase opportunities for community connection outside of the formal school day

## Pupil and Family Engagement and Outreach

[A description of pupil engagement and outreach, including the procedures for tiered reengagement strategies for pupils who are absent from distance learning and how the LEA will provide outreach to pupils and their parents or guardians, including in languages other than English, when pupils are not meeting compulsory education requirements, or if the LEA determines the pupil is not engaging in instruction and is at risk of learning loss.]

Here are the strategies we will use to engage and reach out to students and their parents/guardians, to ensure as many students as possible will actively participate in Distance Learning and to intervene if this is not happening and students are at risk of learning loss.

- Teachers will take attendance each day in advisory, the first class session to meet each day.
- After each advisory session, teachers will text and, if necessary, call the families of students who were not in attendance to get more info and encourage students to attend the day's lessons.
- Teachers will collaborate in regular meetings to analyze data around student attendance and engagement. In these meetings, teachers will create groups of students who need higher levels of intervention.
- In partnership with families, teachers may assign students to Tier 2 or 3 interventions, including, for example attending small group instruction for an hour a day, four days a week for a period of at least three weeks.
- Administrators will call the families of students who are not in attendance for advisory and their synchronous classes for the day. After 5 absences, administrators will send a letter home; after 10, there will be a conference with the family.
- At the beginning of the school year, teachers will establish the best mode of communication with families (phone call, email, text, or messaging app). Teachers will use a translation app or request support with translation if needed.
- We will also maintain complete Distance Learning websites where students and parents/guardians can keep track of all work and communications from teachers and administrators; these pages will be accessible in both English and Spanish. We will work with families who speak other languages to help them access the same information.

## School Nutrition

[A description of how the LEA will provide nutritionally adequate meals for all pupils, including those students who are eligible for free or reduced-price meals, when pupils are participating in both in-person instruction and distance learning, as applicable.]

Envision Education will serve as its own School Food Authority (SFA) to administer and manage the meal program for IA in Hayward.

The meal program staff will work with our meal company vendor, Revolution Foods, to provide meals that are compliant with the School Breakfast Program (SBP) and National School Lunch Program (NSLP) regulations. Meals will be served via drive through and walk up meal pickups. Meals will be self-contained in pre-packaged containers and served in a grab-n-go style of service as applicable and as directed by the latest USDA guidelines. Program staff will be trained on safe food handling and distribution to comply with food safety guidelines, including, but not limited to continuing to take required food temperatures, and maintain all logs. Meal counts will be recorded through our POS system in order to prevent duplicate meal counts and identify reimbursable meals.

We will continue to communicate with families regarding the meal program, updates, and any changes, through emails, automated phone calls and texts, school websites, and signs posted at the school distribution sites. Additionally, the school will send out personalized letters to students eligible for Free and Reduced price meals to ensure they are aware of the meals available through the program.

Impact Academy students and families can access our meal distribution on Tuesdays and Fridays, from 2-4pm, at Impact Academy High School, located at 2560 Darwin St. in Hayward.

## Additional Actions to Implement the Learning Continuity Plan

Section	Description	Total Funds	Contributing
Mental Health and Social and Emotional Well-Being	We will provide mental health and social-emotional well-being support to students, including advisory, counseling, and trauma-informed practices, especially for low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care.	\$30,000	Y
Pupil and Family Engagement and Outreach	We will implement daily outreach strategies to ensure student engagement and address potential learning loss, especially for low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care.	\$30,000	Y
School Nutrition	We will continue to provide meals that are compliant with the School Breakfast Program (SBP) and National School Lunch Program (NSLP) regulations and communicate effectively with students and families about how to participate in the meal program	\$12,000	Y

## Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Percentage to Increase or Improve Services	Increased Apportionment Based on the Enrollment of Foster Youth, English Learners, and Low-Income students
30%	\$538,179

## Required Descriptions

[For the actions being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the needs of these students.]

IA recognizes the unique assets that students who are in foster care, students who are English learners, and low-income students bring to their educational experience. In addition to their assets, these students may also face obstacles to learning that invite us to take additional action to support them to meet their academic and social-emotional goals. In the design of our distance learning, hybrid, and in-person learning plans, we have considered their needs first by prioritizing multiple levels of support that students can access, creating deliberate spaces for adults to connect with students 1:1 and in small groups to provide social-emotional support, designing regular check-ins with families especially if a student is struggling, ensuring access to technology and translation for families, and providing access to mental health support.

Driven by robust data, we will prioritize foster youth, English learners, and low-income students who need extra instructional support in Tiers 2 and 3. In **Distance Learning**, which all students participate in, this means that students with these particular needs will receive opt-in (Tier 2) or required (Tier 3) support (whichever the data indicates), giving them more time with teachers and Advisors, mental health support if needed, and specific responses and intervention plans for their unique needs.

As the entire school shifts to the **Hybrid Model**, students who have been identified to receive Tier 3 support will be prioritized as the first to return to in-person instruction and time spent on our campus, as health and safety guidelines allow.

We will evaluate the effectiveness of the actions we take to support all students, including those receiving Tier 3 and Tier 2 support, via continuous progress monitoring via grades, summative assessments, and end-of-unit/module assessments.

[A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.]

Because foster youth, English learners, and low-income students are being prioritized for Tier 2 and Tier 3 support, they receive between 30% to 80% more synchronous support (i.e., up to 4.5 hours of live support daily - 2 synchronous classes, 1 synchronous advisory, 1 synchronous office hours, and synchronous counseling - vs. 2.5 hours daily for a student without those needs). This synchronous support is in addition to a minimum of 90 minutes of asynchronous instruction and assignments provided for all students each day.

# IMPACT ACADEMY of ARTS & TECHNOLOGY



## **MID-CYCLE PROGRESS REPORT FOR IMPACT ACADEMY**

2560 Darwin Street | Hayward, CA 94545

Hayward Unified School District

February 24, 2020

Accrediting Commission for Schools  
Western Association of Schools and Colleges



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## I: Student/Community Profile Data

Impact Academy of Arts & Technology (IA) is a 6th-12th grade charter school and is part of the Envision Education charter network of Bay Area schools. IA's mission is to transform the lives of students – especially those who will be the first in their family to attend college – by preparing them for success in college, in careers, and in life.

IA accomplishes this mission by educating our students with Envision Education's nationally-recognized Portfolio Defense model, a whole-school performance assessment system in which students regularly present and defend their academic work, their growth, and their readiness to advance. Our students are empowered to reach higher and go farther, to set educational goals for themselves, persist through challenges, and succeed in their chosen paths of college and career. IA is located in the former Darwin Elementary School, which most recently housed the Darwin Center for Special Education and the Hayward Unified School District (HUSD) food services program. IA is currently in its fourth year of a 20-year lease negotiated between Envision Schools and Hayward Unified.

IA is managed by Envision Education, Inc. The Board of Directors of Envision Education establishes and approves all major educational and operational policies, approves large-scale contracts and approves the school's annual budget. It oversees the school's fiscal affairs, and selects and evaluates the principal.

## HISTORY & BACKGROUND

IA received its first charter in from HUSD in July 2006 and began operation in August 2007 with 125 ninth-grade students.

IA serves students citywide. Currently, IA has 837 students enrolled in grades 6-12, with 372 in middle school and 465 in high school. We also have a waiting list of 665 students who would like to be part of our community, if we had room. Our student body is 49.5% male and 50.5% female students. The 2019-20 student body is comprised of the following percentages of racial/ethnic groups: African American, 5.4%; Asian, 7.6%; Latinx, 56.25%; White, 3.8%; Native Hawaiian/Pacific Islander, 3.8%; Filipino, 6.85%; two or more races, 6%; Missing or Decline to State: 10%.

Of the 40 teaching staff (36 teachers and 4 special education teachers) 83% have credentials (e.g. preliminary or clear – currently two intern credentialed teachers). Twenty-four teachers possess a master's degree or higher. For teachers, the average years of experience is 6 years. The average years of experience for Impact's administrative staff is 6 years.

IA participates in the Federal Title I, Part A program and implements Title I as a schoolwide program which is designed to promote schoolwide reform and to upgrade the entire educational



operation of the school to support students in their achievement toward meeting the state's challenging academic achievement standards. IA also participates in the California Assessment of Student Performance and Progress (CAASPP), including Smarter Balanced Assessments (SBAC) in Literacy and Math, and the California Science Test (CAST).

IA graduates meet or exceed all California state standards for high school graduation, as well as requirements for entrance into the UC and CSU systems. They demonstrate mastery and growth not only through standardized testing, but also through performance assessments that occur two to three times each year. This provides an opportunity for our students to demonstrate their knowledge to an authentic audience drawn from the community. The integration of arts and technology, and the use of project-based learning at IA dramatically increases the relevance of the curriculum for students. Our multi-disciplinary projects create opportunities to work collaboratively with others, apply learning to complex problems, as well as to develop products that require written and oral expression, extended research, analysis and synthesis of information, planning, organization, and perseverance.

The school is rich in community involvement. Some programs include: our monthly Spartan Family Association Meetings, our Leadership Council, and our Athletics Booster group. Families also attend our twice-yearly Exhibitions. Exhibitions are public displays of learning designed to support our performance assessment model. In class, students participate in projects aligned to our portfolio rubrics. In Exhibitions, students present and defend their learning in groups or individually in front of our entire community. Families also join us for twice-yearly Family Conferences. These conferences are student-led in partnership with the advisor. Advisors schedule conferences with families to ensure 100% attendance.

For the Impact Academy student, academic success in the 21st century revolves around mastering the Leadership Skills - habits of mind that include creative expression, problem solving, critical thinking, communication, collaboration, and project management skills. At IA, art and technology are infused into a rigorous, project-based curriculum to engage students in authentic learning experiences while developing the skills needed to prepare students for life beyond high school.

To move students, especially under-served urban youth, toward college graduation and success in life, Impact Academy was founded under the tenets of the "four R's:"

- **Rigor:** Impact Academy employs a rigorous, project-based college-preparatory curriculum that sets high expectations for everyone, and gives our students the skills and motivation they need to meet them. Impact Academy utilizes University of California (UC) approved curriculum, which goes above and beyond the requirements for UC admission.
- **Relationships:** Impact Academy is a small, personalized learning environment. Class size is limited to 22-32 (upper division) and 25-33 (lower division) and teams of teachers and peers provide students with academic and social guidance.
- **Relevance:** Education must have meaning every day. Impact Academy faculty create curriculum around current events, personal backgrounds, and historical realities. We

integrate academic competency with 21st century leadership skills.

- Results: Our students consistently outscore their peers on standardized tests. Most importantly, they will leave Impact Academy with the desire and skills to succeed in college and beyond.

IA's vision for what students should know and be able to do is defined by the Core Competencies that each student develops: Analysis, Research, Inquiry, and Creative Expression. These competencies are described in our Graduate Profile as follows:

### ***Analysis***

Students will demonstrate the ability to read and think critically, communicate powerfully, and that embodies the following expectations which are aligned to the Common Core State Standards for English Language Arts: Develop an argument.

- Support the argument with evidence
- Analyze the evidence
- Organize and structure ideas for effective communication
- Use language to skillfully communicate ideas

### ***Research***

Students will present an argument about an historical, social science, scientific, or other issue. To demonstrate their mastery of research they must select a writing sample that embodies the following expectations which are aligned to the Common Core Reading and Writing Standards for Literacy:

- Respond to a research question
- Develop an argument
- Support the argument with evidence
- Analyze the evidence
- Know and use accurate content knowledge
- Structure the argument in a coherent way
- Use discipline-specific writing conventions to communicate ideas

### ***Inquiry***

Students will formulate a question that can be explored by scientific or historical investigation. To demonstrate mastery of inquiry, they must select a writing sample or lab that embodies the following expectations:

- Formulate a question that can be investigated
- Design and perform the investigation
- Collect data/evidence, and analyze and interpret it
- Draw conclusions and assess validity of the conclusions
- Know and use accurate content knowledge
- Structure information in a coherent way
- Use discipline-specific writing conventions to communicate ideas

### ***Creative Expression***

Students will think critically and creatively and communicate their ideas powerfully, persuasively, and artistically. Students are expected to demonstrate an understanding of artistic thinking and artistic practice. Students shall use the arts as a tool to investigate and discuss topics and concerns that are relevant to artistic traditions and their lives. To demonstrate mastery of creative expression, they must select a piece or work that embodies the following expectations:

- Show command of the technique of the artistic discipline
- Construct and make a work of art with personal meaning and intent
- Explains the connection of the work of art to artistic and cultural traditions
- Envisions, explores, and persists with an aesthetic idea
- Questions, discusses, and judges own work

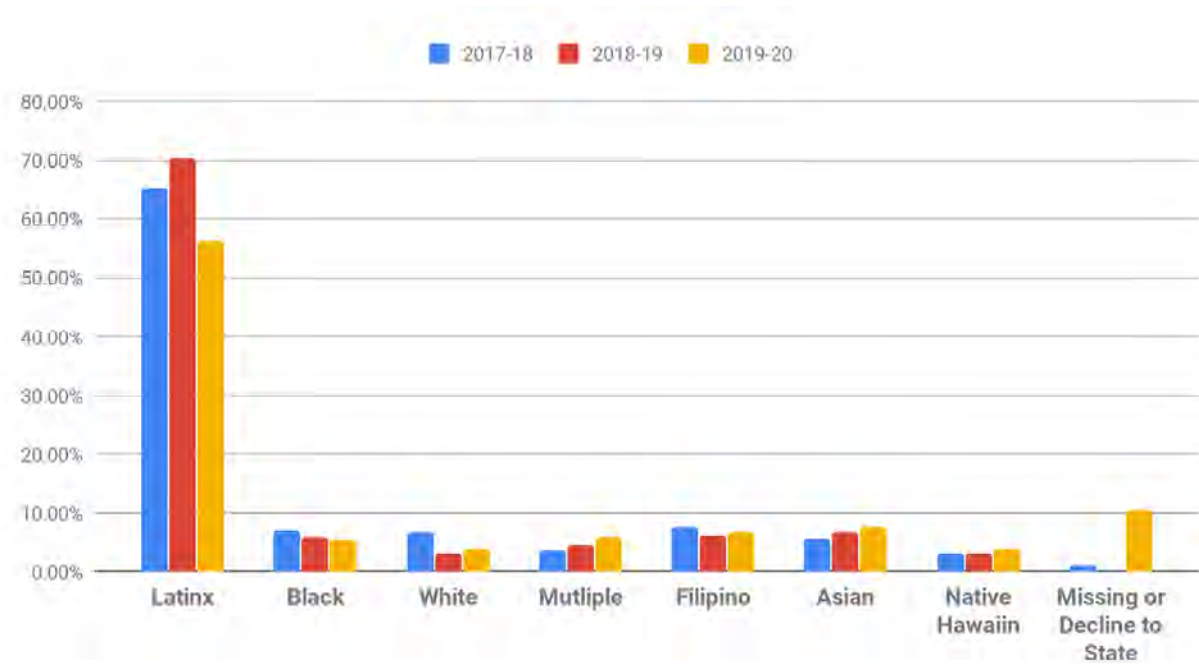
## STUDENT DATA

Note: for all demographic data below, we are including **the three most recent years** for which data is available for each item.

### CBEDS

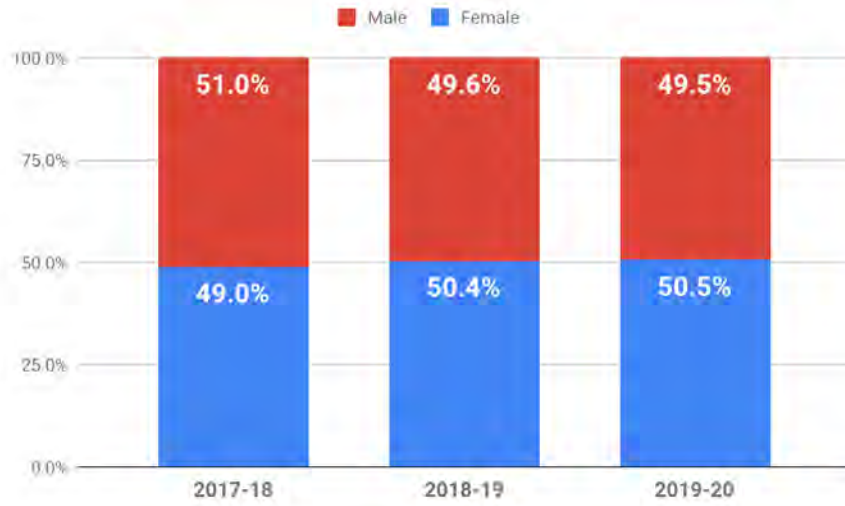
CBED Enrollment	2016-17	2017-18	2018-19
Impact Academy Enrollment ##s	587	708	842

### Race/Ethnicity

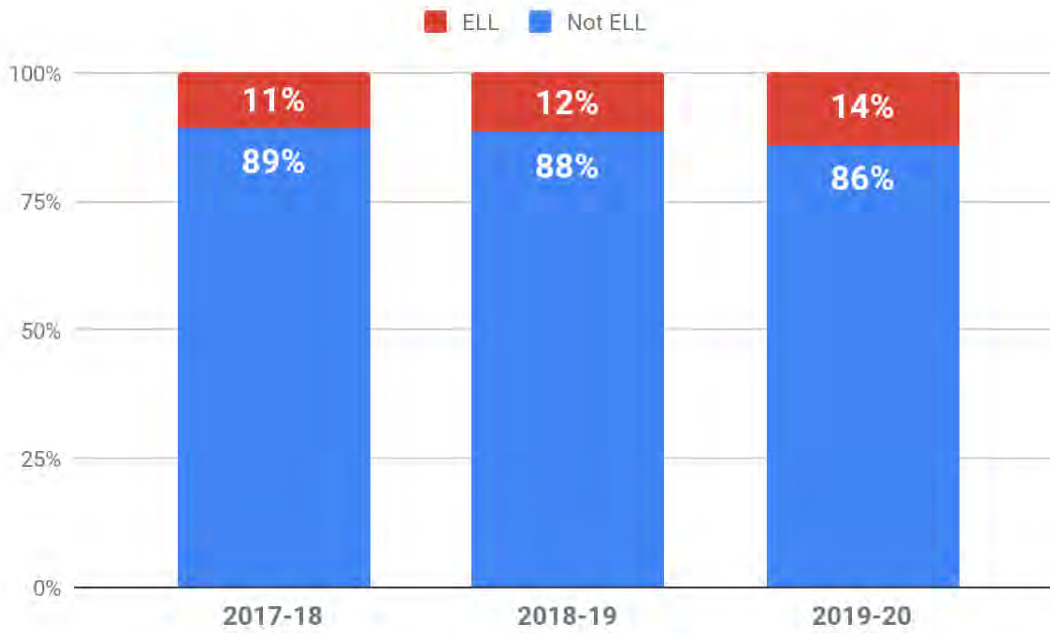


As the chart above indicates, the racial composition of our student population has remained basically the same over the past three years. 2019-20 saw an uptick in the number of students who responded with “decline to state” or did not respond at all to our survey question about race and ethnicity. The majority of these students are in our middle school. We speculate that the younger ages of students might mean they are less familiar with being surveyed about their ethnicity and therefore more inclined to leave that question blank.

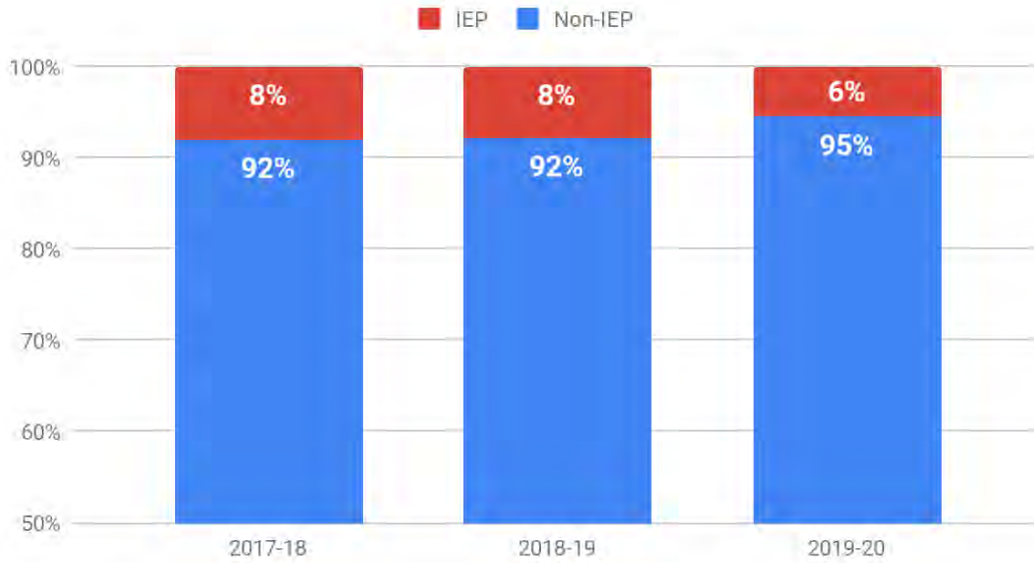
**Gender**



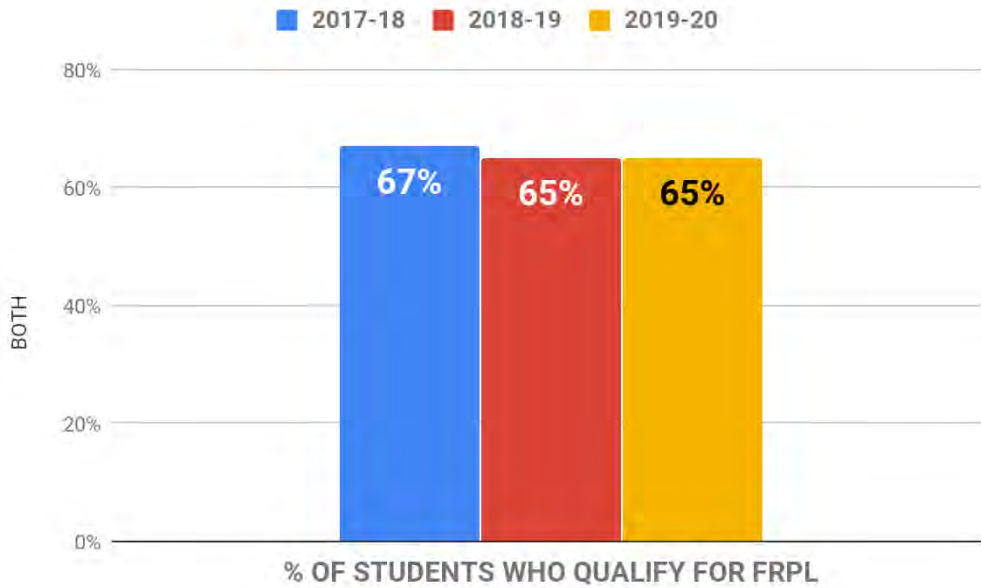
**English Language Proficiency**



**IEP Status**

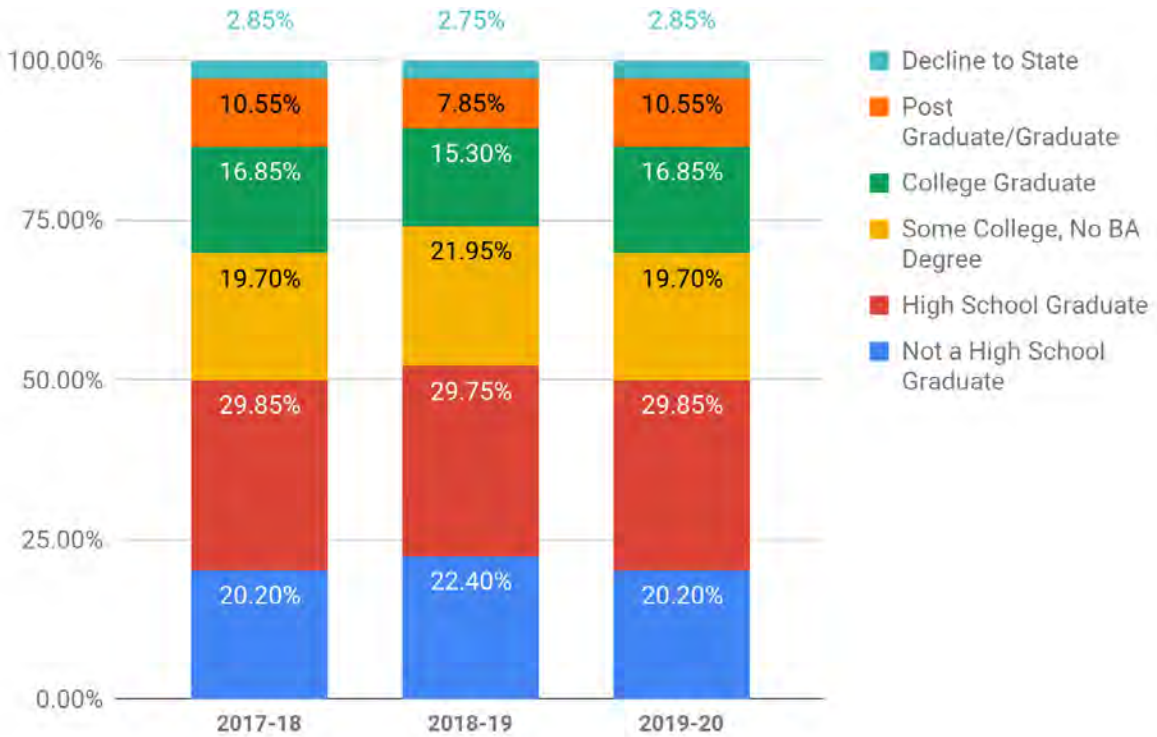


**FRLP/NSLP Population**



**Parent Education**

*Note: the bottom three categories on this chart illustrate how many of our students will be **First Generation** college graduates.*

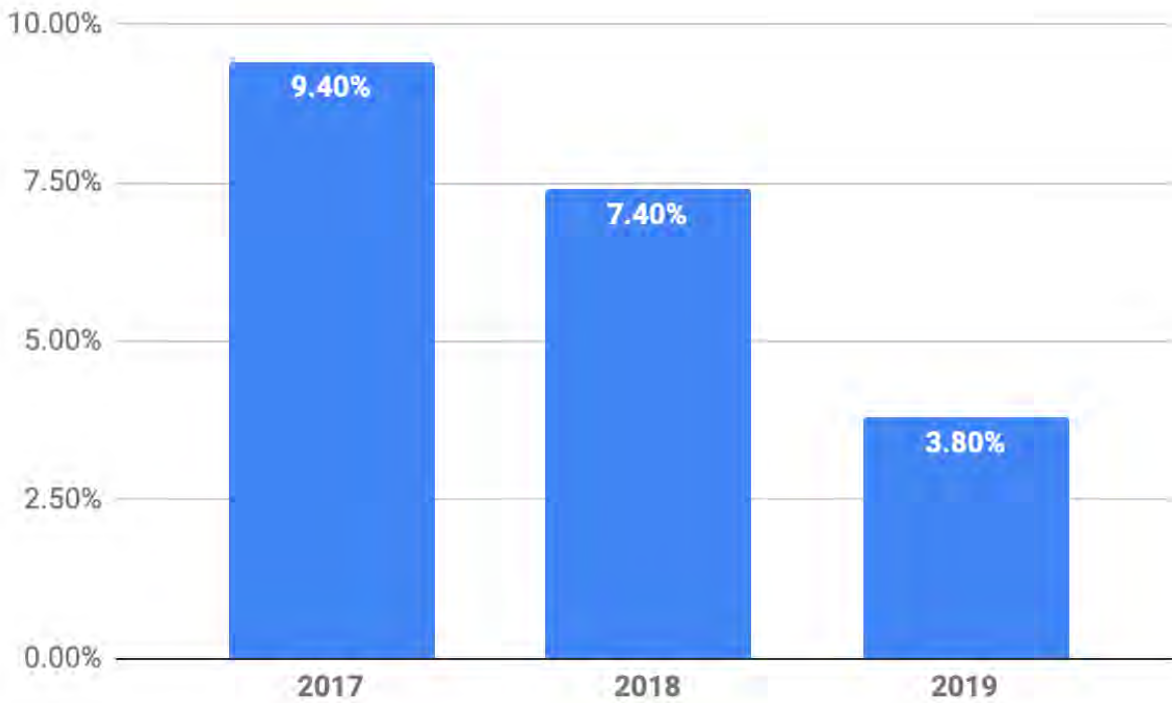


### California School Dashboard Data

Note: all data on pages 11 through 14 were accessed through [www.caschooldashboard.org](http://www.caschooldashboard.org) in January 2020, with the exception of the A-G completion data, which was accessed through reports on the CDE's DataQuest website, also in January 2020.

One challenge of displaying California Dashboard data is that IA's CDS code changed in 2018. This means that the growth and progress of our students between 2017 and 2019 are not displayed together, and in some cases no data exists for 2018 or 2019 for various data points. In the charts below, some of the data is pulled from the CDS code IA had prior to 2018, while other data is pulled from the CDS code IA now has, which incorporates both our middle and high schools.

### ***Suspension Rate***





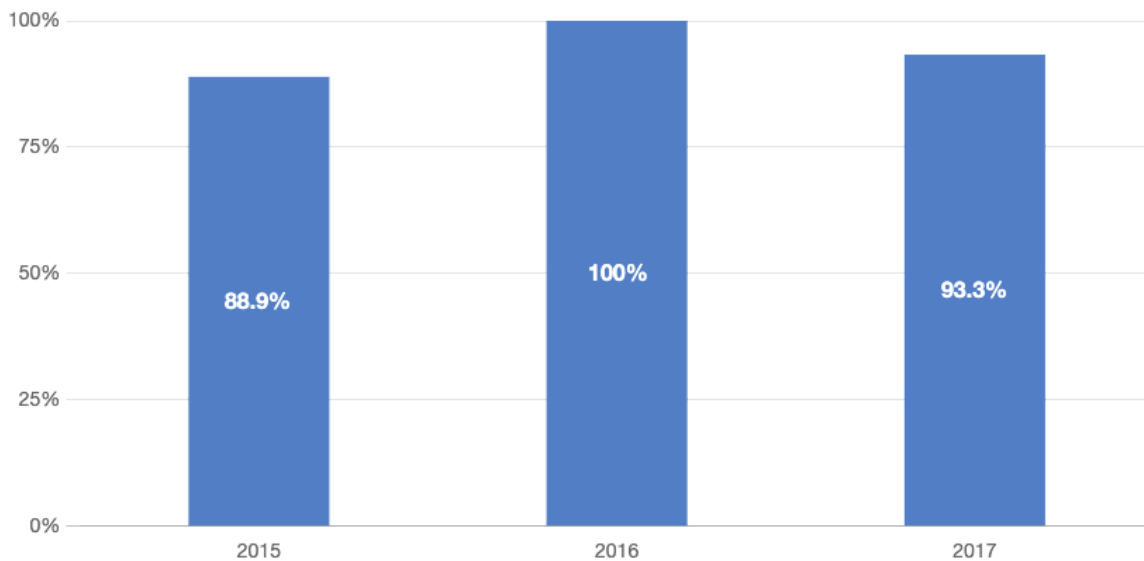
### English Language Proficiency

With the recent switch between state assessments for showing English language proficiency, we do not have consistent data to compare our students for the last three years. We have English Language Proficiency Assessment for California (ELPAC) data for 2019 and California English Language Development Test (CELDT) data for 2015-2017; no data is available for 2018.

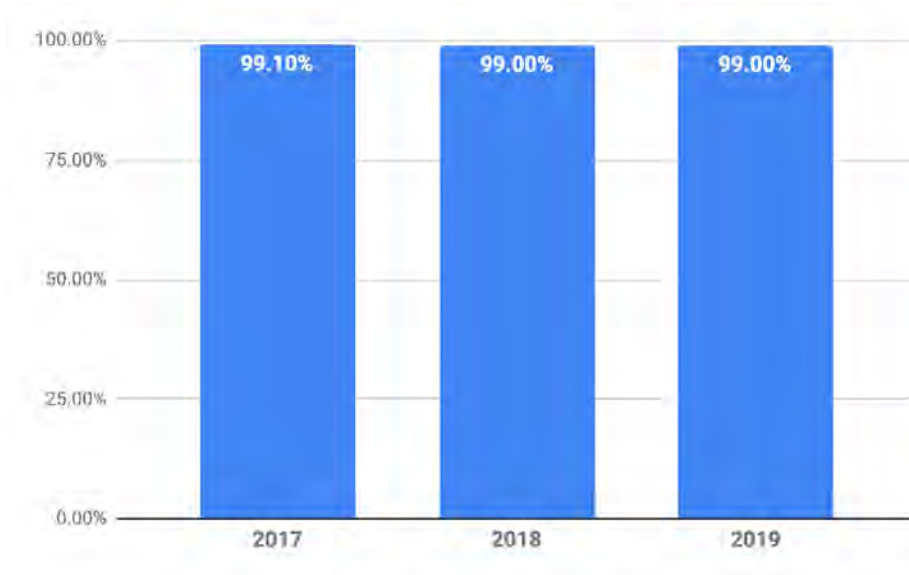
#### ELPAC Data for the Class of 2019



CELDT Results for 2015-2017, showing the percentage of students in grades 9-12 who made progress towards English proficiency:

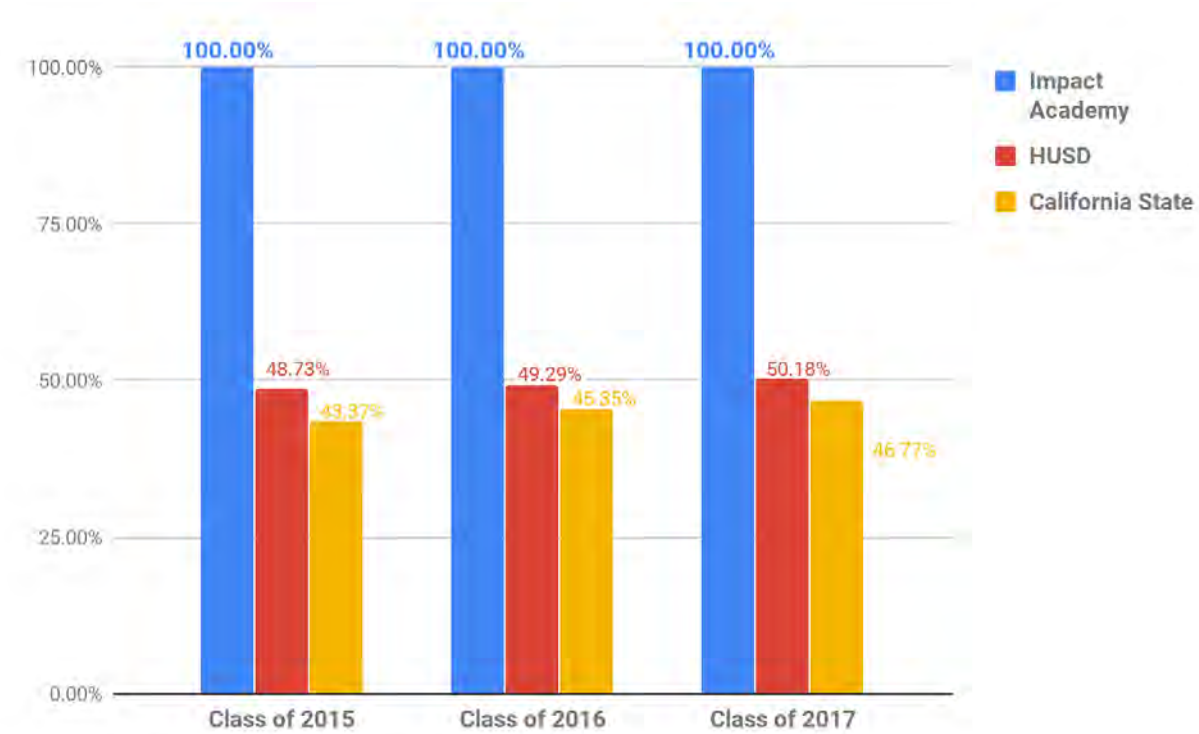


**Graduation Rate**

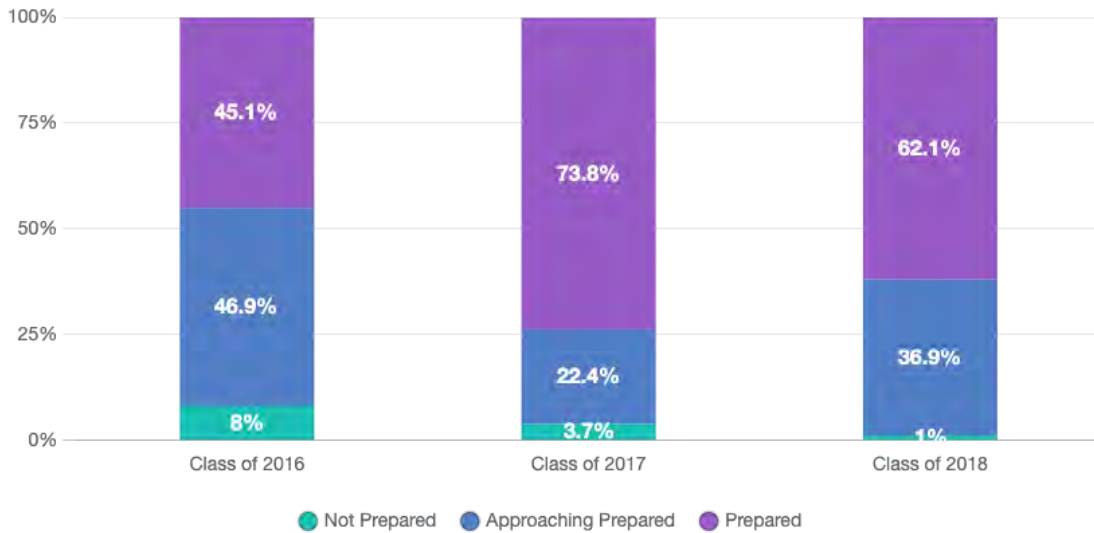


In all three years included above, as well as historically, IA students have outperformed California State averages for Graduation Rate. In addition, 100% of IA students consistently complete the A-G courses required for UC/CSU eligibility, far exceeding the rates for both district and state averages:

**A-G Completion Rate**



### College & Career Readiness



Note: No data is available for 2019 for College & Career Readiness. For this indicator, there are a multitude of ways that students can be classified as "ready." One is SBAC proficiency rates, which we are working on for all students. There are other options as well, and as a school/ network, we are exploring which of those additional things integrate well into our model and provide young people with more and better opportunities to prepare for college and career. For example, the State Seal of Biliteracy is one area that we are working to make sure that some students qualify for.

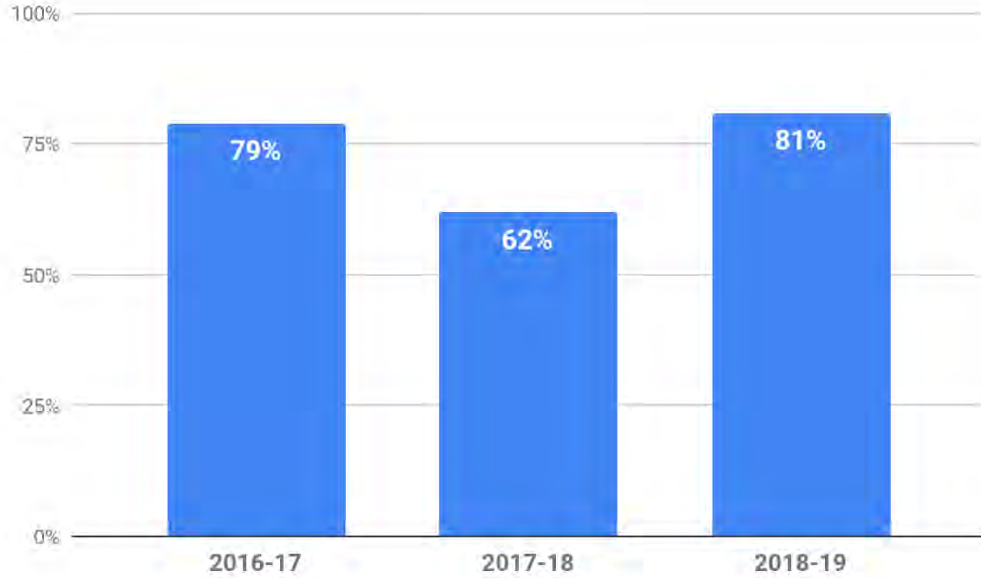
### CA Dashboard: Local Indicators

Note: for all of the standards below, IA received a rating of "not met" for 2018; this is due to the change in CDS coding and not related to school performance.

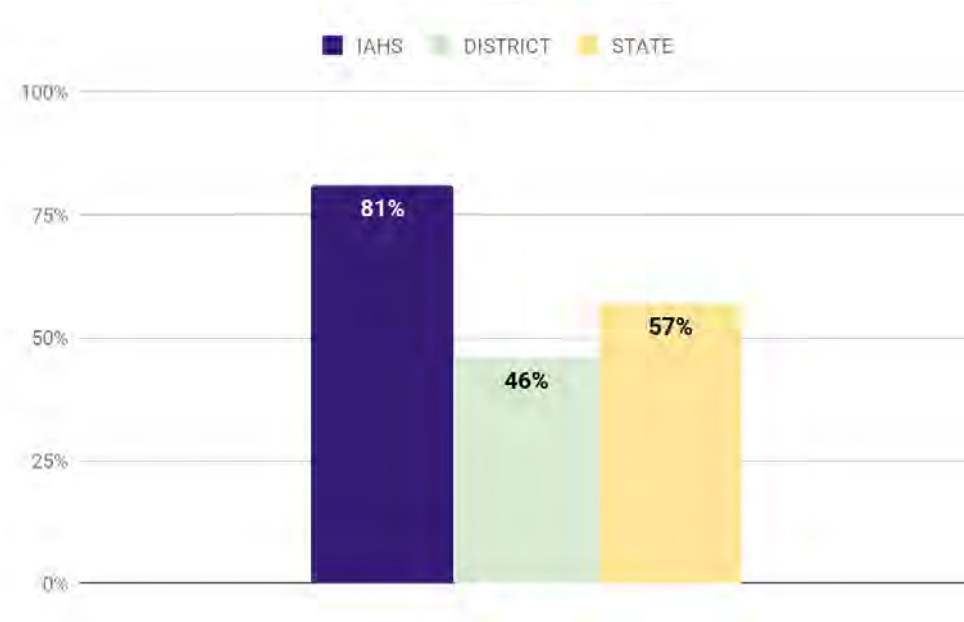
- **Teachers, Instructional Materials, and Facilities:** Standards Met for 2017 and 2019;
- **Implementation of Academic Standards:** Standards Met for 2017 and 2019.
- **Parent & Family Engagement: Standards Met** for 2017 and 2019.
- **Local Climate Survey:** Standards Met for 2017 and 2019.
- **Access to Broad Course of Study:** Standards Met for 2019; not included in 2017 Dashboard data.

**SBAC Results, English Language Arts (ELA)**

SBAC ELA Performance over time, 2017-2019; data shows the percentage of students who are meeting or exceeding the standard:

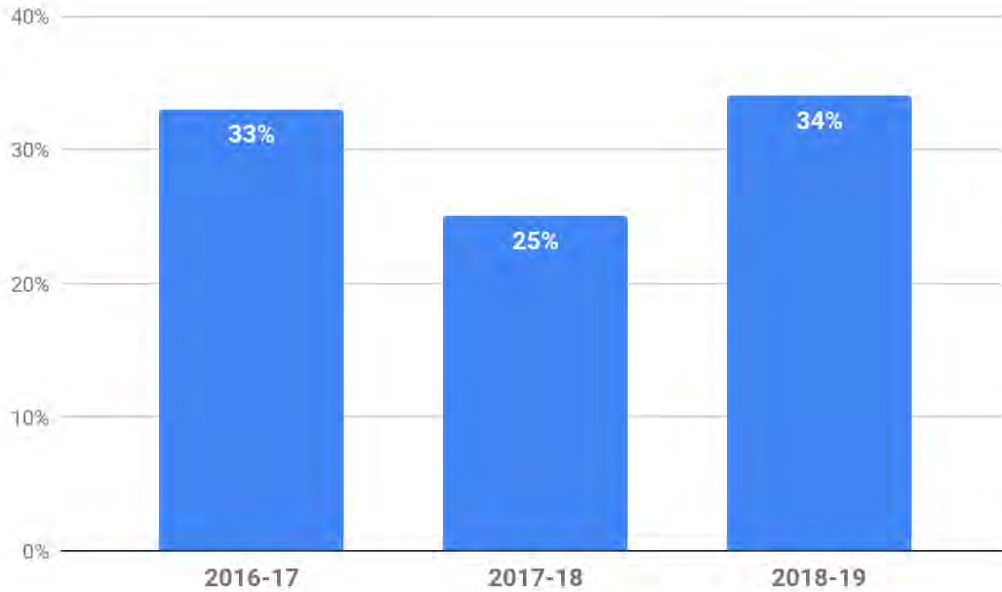


2019 SBAC ELA Performance comparisons; data shows the percentage of students who are meeting or exceeding the standard:

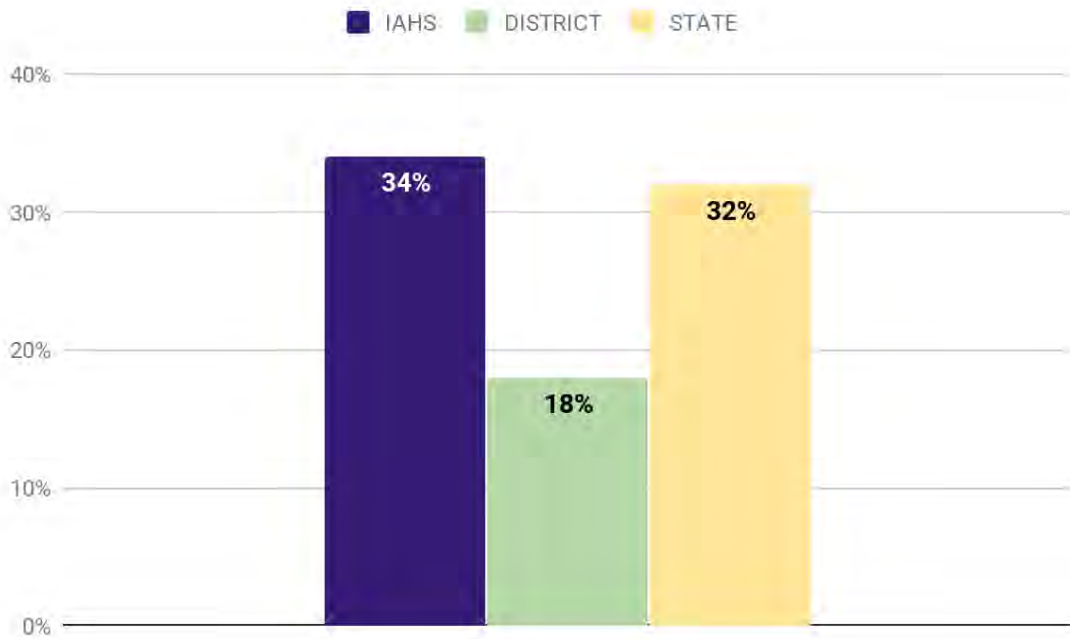


**SBAC Results, Math**

SBAC Math Performance over time, 2017-2019; data shows the percentage of students who are meeting or exceeding the standard:



2019 SBAC Math Performance comparisons; data shows the percentage of students who are meeting or exceeding the standard:



## Panorama Survey

The Panorama survey is a twice-yearly school climate and culture survey. We have offered the survey four times now and use the data collected to inform our “Equity Conversations” during professional development.

### School Safety

Based on **395** responses

Perceptions of student physical and psychological safety at school.

How have results changed over time?

Percent Favorable

80%

70%

60%

50%

Winter 2018

Fall 2018

Spring 2019

Fall 2019

**67%**

School Safety

QUESTION How often are people disrespectful to others at your school?	<b>34%</b> responded favorably	<b>▲ 9</b> from Spring 2018	
QUESTION How often do students get into physical fights at your school?	<b>86%</b> responded favorably	<b>▲ 12</b> from Spring 2018	
QUESTION How likely is it that someone from your school will bully you online?	<b>83%</b> responded favorably	<b>▲ 6</b> from Spring 2018	
QUESTION How often do you worry about violence at your school?	<b>84%</b> responded favorably	<b>▲ 1</b> from Spring 2018	
QUESTION If a student is bullied in school, how difficult is it for him/her to get help from an adult?	<b>62%</b> responded favorably	<b>▲ 4</b> from Spring 2018	
QUESTION At your school, how unfairly do the adults treat the students?	<b>55%</b> responded favorably	<b>▲ 11</b> from Spring 2018	

## STAFF DATA

The table below displays data for Impact Academy faculty and staff, broken down by **gender**, **job classification** and **race/ethnicity**.

	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
	Latinx		Black		Asian		White		Mixed	
Executive Level							1	1		
Mid-Level			1	1		1		1		
Professionals	3	3	2	2	2	3	4	16	1	
Technicians	3	2	1	2	1			1	4	
Admin Support		2								
<b>Totals by Gender</b>	<b>6</b>	<b>7</b>	<b>4</b>	<b>5</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>19</b>	<b>5</b>	<b>0</b>
<b>Totals, all</b>	<b>13</b>		<b>9</b>		<b>7</b>		<b>24</b>		<b>5</b>	

### ***Implications of the Student Achievement Data:***

The academic data presented above indicates that we are having key successes with our students, such as graduation rate, A-G course completion rate, and college going. This is gratifying because it is so closely tied to our mission. We have also seen other indications of areas we can improve. We've seen some large percentage swings in SBAC proficiency data, both up and down. We know that with only one grade tested this is a small number of students, but we want our data to be more predictable and increase over time rather than fluctuate. To address this area of improvement, we need more consistent and rigorous daily instruction, and we are finding that when we focus on this we are able to bring better instruction to students. Our focus on math, as described below, is an example of how Impact and the entire Envision network is responding to student needs; this focus is helping us to increase both consistency and rigor in instructional practice. We also know that we need to pay special attention to subgroups, in particular: ELLs, students with IEPs, and Black students.

## II: Significant Changes and Developments

### Charter Revision

The most significant change for Impact Academy since our last WASC full visit is that HUSD approved a revision to our charter to expand from 9-12th grades to include 6-8th grades. We are now a full 6-12th grade school. We launched our middle grades in 2016 with our first 7th-grade class, and we added 8th and 6th grades in 2017 and 2018 respectively. We are now fully enrolled for both our middle school and our high school, with a total of 837 students and a significant waiting list of 684 names.

We sought to expand to middle grades so that we could have students for longer and do a better job preparing them for both high school and college. We are pleased to report that our efforts to improve high school preparation are working. For example, prior to opening Impact's middle school, on average, 9th graders would come to us with a 5th-grade math skill level. This required us to offer several math lab classes to support, increase and accelerate basic math skills. Last year, with the first class of the incoming 9th graders from our own middle school, we saw higher math scores than from any of our previous incoming freshman classes. As a result, our high school needed fewer math labs for 2018-19, an outcome we planned for and are gratified to achieve. The trend has continued for the 2019-20 school year, and we anticipate needing even fewer such supports over time.

### Staffing Changes

Since our last full WASC visit, and due to the opening of our middle school, we have added teachers and admin for three new grade levels. Joel Key and Omar Bryan are the middle school Principal and Vice Principal, having joined the middle school from our high school, where Mr. Key was Vice-Principal and Mr. Bryan was a veteran teacher. Their experience with Impact and with Envision provided us with stability and strong vision as we expanded.

Our high school leadership has also changed since the last WASC visit. Following the departure of Principal Sean McClung at the end of the 2016-17 school year, Clare Green, a long-time Impact Academy history teacher, became principal and is now in her third year in that position. Assisting Clare in our high school admin team is team of long time Impact Academy teachers and leaders: Kristin Tucci is in her 11th year as Vice Principal of Operation, and she serves for the high school and the middle school; Pooja Maharaj and Marjorie Jackson are new Vice Principals since the last visit, with Pooja joining the admin team this year after 4 years as an Impact teacher; Marjorie stepped into the Vice Principal role in 2018, after 6 years as an Impact teacher.

These changes have all contributed to the overall health and stability of Impact Academy. With all of our leadership vacancies being filled from within, by experienced teachers and leaders who are



familiar with our community, mission, model, and values, we have been able to expand while keeping a strong focus on helping students get to and through four year college.

## **Implementation of PBIS and Restorative Practices**

Since the 2017-2018 school year, Impact has focused a great deal on improving school safety and lowering suspensions. This began in earnest in January of 2018 with a mid-year Leadership Team retreat. There, the team did a deep-dive into our suspension data and discipline practices. We planned for some “safe-to-fail” experiments to change our school-wide practices and improve outcomes for our minoritized groups, including African Americans and students with IEPs, who were being suspended at disproportionate rates. This meeting resulted in new practices in the admin team around decision to suspend as well as new interventions for students who engage in drug use or bring drugs or paraphernalia to campus. In the final months of that year, we engaged in a months-long, community-wide process to develop Impact’s Core Values: respect, community, growth, joy, agency.

That early conversation led to changes in our school goals and professional development in the 2018-2019 school year. Our teachers engaged in regular “Equity Conversations” lead by the new Equity Planning Team. The goal of these conversations was to have courageous conversations about how our racial identities impact our practices. The Leadership Team drafted and the entire staff came to consensus on a new code of conduct rooted in our values. We also contracted with an organization called “Radical Love.” The educators from Radical Love led six professional development sessions designed to support our teachers in implementing restorative practices in the classroom. Our teachers reported that these trainings resulted in huge shifts in their classroom culture and relationship-building. Our grade level leaders (now “PBIS Leads”) also lead the early stages of implementation of PBIS. They began to create and implement systems for tracking student behavior data.

In 2019-2020, we continued to implement PBIS and restorative practices. Our staff developed a behavior matrix with clear behavior expectations for each space on our campus. We continued to use Kickboard to reward and track behaviors. Our teachers practiced and implement restorative conversations when a student behaves inappropriately. The admin team continues to implement the new practices around suspensions and monitor our progress.

These new programs have significantly improved measures of school culture including lowering the rates of office referrals and significantly decreasing the suspension rate.

### III: Ongoing School Improvement

Impact Academy reviews its schoolwide action plan each year through a series of meetings and reflections. At the end of every school year, Impact has a full-day, off-site professional development reflection day. The agenda for this day is created by the school's leadership team, which includes the principal, vice principals, the Lead Learning Specialist, the college counselor, and a "PBIS Lead" from each grade level. This team has grown over the past three years to also include three "Instructional Lead Teachers," and our instructional coach. The purpose of the reflection day is to both celebrate and reflect on the previous school year using our yearly school goals as a guide. Through a structured protocol, the staff looks at the school goals and discusses what we did well and where we have room to grow in the coming year. The staff also gives feedback on potential next steps for Impact's instructional and cultural development in the following year.

IA's leadership team collects the staff reflection data to bring with them to the "End of Year Leadership Huddle" the following week. This Leadership Huddle is 2-3 days of learning in partnership with the Lead Teams of the two other Envision High Schools and two Middle Grades campuses. The purpose of this time together is to build our capacity as leaders while developing the school's goals for the following school year. This work is led by the Chief School's Officer and Director of Instruction. In the past three years, the goals of each school have become more aligned with network priorities out of a need to streamline and focus time and resources on the highest leverage actions.

At the huddle, the IA Lead Team uses multiple data sets in order to craft the school goals. We use our 6-year schoolwide action plan; the school goals from the previous years; the feedback from the June staff reflection day; feedback from the CSO and Director of Instruction; SBAC, SAT and internal assessment data; college acceptance data; and relevant school culture data (including suspensions, expulsions, and attendance.) In the past three years we have also implemented a school climate survey that is given to students twice a year and families once a year. The school climate survey assesses perceptions of school safety, student-teacher relationships, and self-assessments on socio-emotional learning indicators. This survey is also used to inform our school goals and action plan.

At the end of the summer, IA Leadership team meets again in a two-day Lead Team Retreat to refine goals, plan for implementation in our year long PD plan, and develop our team. After the Lead Team Retreat, we huddle again with the other teams from our network to get feedback on our goals and action plans. During our August professional development, the school goals are presented to staff during a tuning protocol to build consensus around our focus for the upcoming school year. These goals become the basis for our weekly professional development.

Progress towards the school goals are monitored throughout the school year in several ways. The admin team meets in quarterly "Key Performance Indicator" meetings. During these meetings, the CEO, the Director of Instruction, the Chief Schools Officer, and the Manager of Data and Assessment meet with IA's admin team to review relevant school data and progress towards our goals. Categories of metrics discussed include our assessment data, operational data (enrollment,

attendance), school culture data (suspensions, school safety data) and college-going indicators (GPA, CSU Eligibility, college application rates, FAFSA completion rates.)

Our students and families contribute to and are engaged in our school goals in several ways. In May of each year, our families participate in a “World Cafe” style discussion in our Spartan Family Association Meeting (SFAM). There, they have the opportunity to comment on strengths and areas for growth in relation to each of Impact’s priorities. We share the school goals at our “Community Kickoff” in August, and the principal shares regular updates in her newsletter. As stated before, families also get to provide input through our yearly school safety and climate survey.

The process to prepare this progress report began at the end of the 2018-2019 school year during the staff reflection day and leadership huddle. The topics to include as well as the school goals were developed by Impact’s leadership team. The early drafts of the report were developed by Impact’s admin team and our Senior Manager of Development and Communications, with support from our Data and Assessment Manager. This report was reviewed and revised by Impact’s leadership team and shared with staff during professional development. Our families will be able to access the report at an upcoming Spartan Family Association Meeting. The final report will be sent to Envision Schools for distribution to the support office staff and our Board of Directors.

## IV: Progress on Critical Areas for Follow-up/Schoolwide Action Plan

### **Critical Areas of Follow-Up Included in our Action Plan**

***1. Strengthen existing tools or adopting a new Learning Management System to bolster and ease the school and network in the archiving, documentation and tracking of student portfolio artifacts.***

Included in Goal #2: Students will demonstrate increased college readiness and self-sufficiency as measured by successful first-time defenses of benchmark and college success portfolios.

The 2016-2017 school year was the last year Impact Academy used the Digital Archive to document and track student portfolios. The system was old and dated and no longer updated regularly by the manufacturer. During this time, Envision Schools was researching other possible learning management systems to help support our schools in tracking of this data while also being easy to use for both students and teachers. Several possibilities were suggested, but none of them quite served the purpose we were looking for and Envision Schools eventually stopped looking. Then in the summer of 2017, one of our teachers, Denise Huey, who was a member of the Impact lead team, took all of the feedback we received from students and teachers and developed 2 google spreadsheets to meet all of our needs. The first one, BP & CSP Artifact Progress Tracker, was designed to track all artifacts, deadlines, and calculate completion rates. The second spreadsheet, Portfolio Defense Calendar & Results, was designed to track and calendar portfolio defenses as well as track passing rates. These two documents were piloted with staff during the 2017-2018 school year. They were well received and worked perfectly for our needs. They were easy to use, tracked all the data we were looking for and automatically calculated the results in real time. After that first year, a few minor adjustments were made and in the 2018-2019 school year these two spreadsheets officially became our new tracking system.

***2. Continue to align instructional PD, curriculum maps, and tracking student's achievement with CIA's, SBAC, SAT, and EAP in conjunction with curriculum design. Teachers reported varying levels of data analysis. Teachers at Impact may consider streamlining a common approach to looking at student data and expectations on teaching to deficiencies to increase accountability and support for standards alignment and skill-based data-driven instruction.***

Included in Goal #1: Students will demonstrate increased college-readiness as measured by performance on the Smarter Balanced Assessment Consortium Exams and the SAT.

Impact Academy is continuing to work on this critical area for follow up and probably will continue to do so for the next 3 years. High quality instruction that is standards aligned and skill based is where we aspire all of our teachers to get to. Here are some ways we are supporting teachers with

instruction as well as some new ways we are implementing data.

Director of Math:

Envision Schools hired a Director of Math in Spring 2018. The rationale was that our students, and many urban students of color are continuing to fall behind in math skills, content, and development. These same students are entering college unprepared for the rigorous level of math and often need to take remedial courses. The belief was that we needed to hire someone who would transform our math program, curriculum, data assessments, CIAs, etc. so that our students would be able to not only show proficiency on the math SBAC, but also be prepared for college math. We needed to make math a priority in our organization. The new Director of Math would work for, and in collaboration with, the Director of Instructional Development. In turn, this person would work with the onsite instructional coaches and math teacher leaders to completely revamp our math curriculum in order to better support our students in achieving proficiency in math.

Revised CIAs:

The CIAs were redesigned this summer by Envision Schools Director of Instructional Development and our newly hired Director of Math Instruction. The goal was to better align our internal interim assessments to the SAT and performance tasks on the SBAC. Another goal of the assessment redesign was to implement entirely online so that the student experience would mimic that of the SBAC.

Instructional Lead Team (ILT):

The Instructional Lead Team, comprised of teacher leaders and the principal, meets once a week to plan professional development for the staff. The work of ILT mainly consists of supporting PLCs in cycles of inquiry around student data and supporting the whole staff staff in developing artifacts and preparing for portfolio defense.

Grade Level PLCs:

The core of our instructional PD this year takes place in grade-level professional learning communities (PLCs). Our aim is to improve student outcomes, as measured by the SBAC, by engaging in cycles of inquiry and leveraging interim CIA data into action plans and data-informed instruction. Each PLC is participating in three cycles of inquiry which consist of 1) grading and analyzing data from the CIA 2) identifying a target standard 3) exploring strategies related to that standard and planning instruction and finally 4) analyzing student work and planning next steps. The exception are math teachers, who are meeting at the same time in course alike PLCS across the network as part of the math priority. They are engaged in similar cycles of inquiry around math CIA data.

College Spring:

Impact Academy partners with the organization College Spring which is a program that brings “high quality test preparation into schools that serve students from low-income backgrounds”. This program consists of specifically designed curriculum that is taught by our 11th grade teachers in their regular classes. English and History teachers focus on Reading/Writing content and skills, while Math and Science teachers focus on the Math content and skills. Students will also take 4 practice college spring diagnostics during the course of the year. There is homogeneous grouping of

students who are then placed into small groups for an afterschool tutoring session that happens once a week during the Spring semester. College Spring provides all the materials as well as lots of student data so that our 11th grade teachers can adjust their curriculum accordingly. This data is also shared with students so that they can see their progress on the different areas of the SAT.

***3. Teachers reported that family teams excel with horizontal alignment of curriculum but should work on collaborating on vertical alignment.***

Included in Goal #1: Students will demonstrate increased college-readiness as measured by performance on the Smarter Balanced Assessment Consortium Exams and the SAT.

Our grade level family teams have always been strong and aligned to our values, while the strength and vertical alignment of our subject area teams were not a priority. With the implementation of common core, NGSS standards, and the SBAC exam, we have really begun to make vertical alignment more of a focus in recent years.. The 11th grade SBAC ELA and math exams in 11th grade and the CAST in the 12th grade are really a culmination of 3-4 years of high school education across the subject areas. Vertical alignment of content standards and skills is absolutely necessary to make sure our students are prepared for college and the world of work.

Impact began implementing vertical alignment into our Wednesday PDs during the 2018-2019 school year. There were 4 PD sessions, one per quarter, in which subject area teams were able to meet and begin the process of vertically aligning their subject areas. This included aligning skills and content across the grade levels. These included, progression of writing essays, books read in each grade level, progression of argumentation and defense, lab design and experimentation, use of primary/secondary sources, etc.

Department Alignment:

This year, our vertical teams will meet seven times over the course of the school year with the focus being on implementation and refinement of our portfolio tasks in all subjects except math. The aim of these meetings is to collectively design standards-aligned artifacts that will:

- Help students practice the skills needed in the SBAC
- Help us assess students' progress in our standards
- Authentically embed reading and writing in a rigorous artifact
- Leverage vertical alignment throughout a department

***4. Continue to improve the accessibility and transparency of school information.***

Included in Goal #3: Provide better supports for our male students of color in order to improve academic achievement, socio-emotional health, and 4-year college acceptance rates, while decreasing behavior interventions and time out of class.

Several of the tasks to achieve our third goal in our schoolwide action plan are around communication with families, students, and staff. We have continued to improve the accessibility and transparency of school information for both teachers, students, and families. Some of these changes are included below:

1. Full time administrative assistant that is fluent in English and Spanish.
2. All the Impact administrators are working on improving their Spanish speaking ability.
3. All important parent communication is delivered through phone messages, email messages, and hard copies mailed home. These are in both English and Spanish. We are in the process of getting a new text messaging platform up and running, hopefully for the 2020-2021 school year. Families and students have expressed that this is their preferred method of communication.
4. Kickboard: This is our new behavior management tool. It is an online tool that not only tracks student behavior issues, but also positive incentives. It is easy to use and can quickly provide data reports for staff. Students, parents, teachers and administrators all have access to this program.
5. PowerSchool: This is where we track attendance and grades. Automatic messages go out to families when a student is marked absent or tardy. Students, parents, teachers and administrators all have access to this program. PowerSchool also has an App that can be downloaded. Many of our students have this on their phone and check it regularly. Powerschool login and password information is also sent out 4 times a year in case families forget their login.
6. Panorama: This is a data tool for staff that Impact just started using this year. It combines the data between powerschool and kickboard so that you can get a better picture of what is going on with a student. Their attendance, grades, and discipline data are all combined in one place with easy to read indicators and graphs. It also houses our school climate and culture survey.
7. IAHS Dashboard: This is also something we created in 2019-2020 school year for our school staff. We use Google drive for almost everything at Impact. Unfortunately, over the years we have had many different versions of the same documents and it is hard to keep them straight. The IA dashboard organizes all the important documents from instructional, operational, to behavior, to testing, all in one spot and provides a direct link to the newest items. It makes it super easy for staff to find what they need in a timely manner.

## **Critical Areas of Follow-Up not Included in our Action Plan**

***1. The process, tools and timeline for formal teacher evaluation as well as the ways in which this does or does not overlap with teacher coaching should be made transparent and clear to the school community.***

Impact Academy and Envision Schools currently do not have a formal teacher evaluation system in place. The year following our 6-year WASC visit, Impact Academy and Envision Schools' teachers chose to unionize. Contract negotiations began during the 2016-2017 school year and went into effect for the 2017-2018 school year. As part of these contract negotiations, it was recognized that Impact and Envision Schools needed to completely revamp the current teacher and staff formal evaluation policy. This includes the timeline for formal evaluations, how often teachers get evaluated, and the documents and procedures guiding these conversations.

Over the last few years union teacher representatives have been working with Envision Schools in order to present a new and improved teacher evaluation system. The hope is that during the new contract negotiations which begin Spring 2020, this formal evaluation system will be included and officially rolled out for the 2020-2021 school year. Currently, our Principal, Clare Green, and a veteran teacher, Matthew Russell, are piloting the current version of the evaluation document together this year in order to provide feedback before it is rolled out Envision wide.

While we are still working on a formal evaluation system, we do have several less formal feedback and coaching systems in place.

- 1) Weekly Instructional Coaching & Observations: 95% of our staff receive weekly observations and coaching from an administrator or our onsite coach. These meetings typically last 30 minutes. The staff-coach pairings are created in the beginning of each school year. Staff with the support of their coach create goals around improving student outcomes through teaching and learning.
- 2) Weekly Differentiation Coaching: 100% of our teachers meet weekly with a member of our learning specialist staff. The purpose of these meetings is to look ahead at the following week's lesson plans to make sure that ALL of our students will meet the teaching and learning objectives and fall within the sphere of success.
- 3) Weekly Observation Cycles & Feedback: Each week, three of our administrators and our onsite coach observe one grade level of teachers. They use the Envision classroom observation rubric and provide feedback to teachers using the language of that rubric. We then review that data in PD and create goals around it. In Fall 2019, we will be focusing on the Culture of Learning Bucket.



***2. The self study suggests a goal of helping students to develop awareness of their own progress and skill development. This might support student ownership of their own learning. This might also help teachers to better personalize instruction.***

We at Impact Academy believe 100% that if students can develop an awareness of their own progress and skill development that they will develop more ownership of their own learning. In our self-study three years ago, this came up as a possible goal that we have not yet figured out how to measure holistically and consistently. Some things we have started implementing that aligns to this is as follows:

- 1) In the 2018-2019 school year we implemented the PBIS program. PBIS stands for Positive Behavioral Interventions and Supports. PBIS is “an evidence-based three-tiered framework to improve and integrate all of the data, systems, and practices affecting student outcomes every day. PBIS creates schools where all students succeed.” Last year we joined Hayward unified school district and entered into our Tier 1 phase of PBIS. One of the first things we had to do was to determine Impact Academics’ core values. Students, parents, and staff all went through a process to narrow down a long list of possible values to the 5 core values we hold today. Then the community had to come to consensus on what those core values mean, what do they look like, how they implemented and assessed. Student then in advisory spent time diving deeper into each core value. In the 2019-2020 school year, these core values are now being used to refine and revise our norms for advisory, norms for circles, and staff meeting norms.
- 2) PACT, PSAT, and College Spring data analysis. Starting in the 2018-2019 school year, we have done a deeper dive with students into the data analysis of these exams. The results of the College Spring diagnostics are shared with students in our 11th grade English teacher’s classroom during the course of the day with the support of our college counselor. Students review PSAT and PACT data reports on other classes. They analyze their results, use their GPA to calculate their projected eligibility index, and look at the interest surveys to figure out potential majors. The goal is to support students in taking more ownership of their future and college acceptance potential.
- 3) Staff CIA Data Analysis. The CIA (common interim assessments) are given 3 times a year in literacy and math. They have both a multiple choice section as well as a performance task so that they mimic the SBAC exams. Teachers spend 2-3 Wednesday PDs, grading the performance task, analyzing the CIA data, and developing instructional goals to support students’ areas of growth. The CIA data helps teachers develop more specific learning outcomes around the skill and/or content standards that students struggled with the most. Grade level teams use this data to develop a common intervention that will be implemented in all classrooms and that is consistently reassessed using the PDSA cycle. An example of one type of intervention that was used this year was when the 9th grade team noticed that their students lowest scoring domain was in vocabulary. The grade level team decided to begin specifically teaching vocabulary and how to make meaning of words you don’t know by using context clues in their respective subject areas. They chose to focus on this at least once a week in their classes. Our 10th grade team has created a structure for students to

reflect on their growth data and set goals.

- 4) Student CIA Data Analysis: Currently our staff does not routinely review the CIA data with students. We thought it best to focus during the 2019-2020 school year on making sure that staff were familiar with the new format, understood the data reports and really were bought it to the CIA being something that will effect change for our school. However, we completely believe that sharing the CIA data (both individual and group) with students is important to meeting the ultimate goal of students owning their learning. Therefore we are planning on implementing this during the 2020-2021 school year.

Envision schools have also recognized student awareness of their own progress, learning styles, and ownership as an important tool to closing the achievement gap. As such, Envision schools has developed organization goals for the 2019-2020 school year that include:

1. 70% of data will be favorable
2. 80% of school climate data will be favorable

These will be measured twice a year through all Envision student surveys.

## V: Schoolwide Action Plan Refinements

While we have made progress towards accomplishing the three goals in our schoolwide action plan, we recognize that we still have much work to do. Therefore, the main goals and steps to accomplish those goals have remained pretty similar to those of our last self study. What has changed can be broken into two categories: changes in programs or names or acronyms, and other minor refinements to the schoolwide action plan. The other category includes some of the more significant changes to the schoolwide action plan. These can include changes to policy, procedures, staffing or data. Some of these refinements are listed below.

### Minor Refinements to the SchoolWide Action Plan:

1. Separated the lead team and equity team into 2 different groups.
2. No more advisory leads. The PBIS leads now also support advisory.
3. Family team is the same as the PBIS team.
4. The Digital Archive no longer exists and students no longer have to upload artifacts. Therefore that Task was deleted from Goal #2 and the action of creating a new learning management system to track portfolios is already completed.
5. Changed our old data tools (Jupiter, Digital Archive, etc) to the new data tools we are now using (Panorama, Kickboard, etc).

### More Significant Refinements to the SchoolWide Action Plan:

1. Director of Math.
2. Full-time onsite instructional coaches.
3. ES Director of Instructional Development.
4. Adjusted base data percentages based on data from 2018-2019 and 2019-2020 and readjusted goals based on this new data. Long term goals end in 2022.
5. Introduction and implementation of Phase 1 & 2 of PBIS
6. Included new vertical alignment focus on skills, content and alignment to standards.
7. Updates to CIA information, including alignment, timelines, frequency.

## V. Schoolwide Action Plan - 2019-2020

### School Goal #1

Students will demonstrate increased college-readiness as measured by performance on the Smarter Balanced Assessment Consortium Exams and the SAT.

**Rationale:** Self-study findings indicate a need to improve student achievement through data-driven instruction by bringing our lowest achieving students up.

**LCAP Goal #1:** Increase the number of students ready for college level coursework

#### Baseline Data:

##### SBAC Literacy

- 79% of Impact students met or exceeded standard on the 2017 SBAC literacy exam.
- 62% of Impact students met or exceeded standard on the 2018 SBAC literacy exam.
- 81% of Impact students met or exceeded standard on the 2019 SBAC literacy exam.

##### SBAC Math

- 33% of Impact students met or exceeded standard on the 2017 SBAC math exam.
- 25% of Impact students met or exceeded standard on the 2018 SBAC math exam.
- 34% of Impact students met or exceeded standard on the 2019 SBAC Math exam.

##### SAT

- Class of 2019 Data: EBRW = 472, Math = 461, Total = 868
- Class of 2020 Data: EBRW = 485, Math = 468, Total = 951
- Based on the College Spring diagnostic test taken by the class of 2021 in September 2019 & December 2019, an average Impact student scored: EBRW = 426, Math = 448, Total = 874

#### Growth Targets:

##### SBAC Literacy & Math:

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- 10% increase in average percentage of students meeting or exceeding standard on the SBAC literacy and SBAC math exams.
- 70% of students will have 10+ point gain on SBAC.

SAT:

- An average increase of 200 points (from 951 points to 1151 points) on the SAT.

CIA:

- 70% of students will have 10+ point gain on each CIA.

College Acceptance:

- 80% 4-year college acceptance for seniors

Student Groups and grade levels to participate in this goal	Anticipated annual performance growth for each group
<p>All students – all student groups – grades 9-12 (using CIA as formative data) With specific targets towards 11th grade students and SBAC Scores</p>	<p><u>SBAC Literacy</u></p> <ul style="list-style-type: none"> <li>● 1.7% decrease in number of students who do not meet standard.</li> <li>● 1.7% increase in number of students who exceed standard.</li> </ul> <p><u>SBAC Math</u></p> <ul style="list-style-type: none"> <li>● 1.2% decrease in number of students who do not meet standard.</li> <li>● 1.2% increase in number of students who exceed standard.</li> </ul> <p><u>SAT</u></p> <ul style="list-style-type: none"> <li>● 34 point average increase</li> </ul>
Means of Monitoring	Report Progress:

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<ul style="list-style-type: none"> <li>● PSAT scores for 9th grade students (implement in 2020-2021)</li> <li>● PACT Scores for 10th grade students</li> <li>● PSAT Scores for 11th grade students.</li> <li>● Impact literacy CIA scores for 9-12 students.</li> <li>● Impact math CIA Scores for 9-12 students.</li> <li>● SBAC scores for 11th grade students.</li> </ul>	<ul style="list-style-type: none"> <li>● 10th grade teachers will analyze and evaluate PACT scores each year.</li> <li>● 11th grade teachers will analyze and evaluate PSAT scores each year.</li> <li>● Full staff will analyze and evaluate CIA math and literacy data for all grades three times a year in PD and will use as a tool to formatively revise gap goals and modify plans as necessary.</li> <li>● Lead team will evaluate SBAC scores each year during summer PD and use as a tool to revise annual school goals and modify the Action Plan for the following year.</li> </ul>
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Tasks	Responsible Person(s) Involved	Professional Development/Resources	Means to Assess Improvement	Timeline	Reporting
<b>1. Increase accountability and support for standards alignment and skill-based, data-driven instruction</b>	<ul style="list-style-type: none"> <li>●Principal</li> <li>●Instructional Leadership Team</li> <li>●ES Director of Instructional Development</li> <li>●Onsite Instructional Coaches</li> <li>●Data and Assessments Manager</li> <li>●Teachers</li> </ul>	<ul style="list-style-type: none"> <li>●Instructional Leads, trained by Envision, will lead professional development to help staff implement data driven, standards-based instructional practices</li> <li>●Summer professional development time will be used to ensure task alignment to the Common Core Standards with a focus on the priority standards.</li> <li>●ILT is trained by Data and Assessments Manager to support teachers in using panorama.</li> <li>●Inclusion of vertical alignment sessions in Wednesday PD to</li> </ul>	<ul style="list-style-type: none"> <li>●High quality, Common Core-aligned curriculum is archived for each course with unit plans, project plans, lesson plans and supporting activities and documents</li> <li>●Instructional Lead walkthroughs indicate that new strategies are being tried to monitor student learning and re-teach material</li> </ul>	<ul style="list-style-type: none"> <li>●Start in August 2019 then ongoing</li> <li>●Start in Fall 2019</li> </ul>	<ul style="list-style-type: none"> <li>●ILT reflections 4x/year</li> </ul>

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		align standards to common core within subject area teams.	<ul style="list-style-type: none"> <li>●Regular team meetings focused on data-driven instruction</li> </ul>	<ul style="list-style-type: none"> <li>●Every other week</li> </ul>	
<b>2. Deepen alignment of all benchmark and portfolio tasks to Common Core standards and high-stakes exams</b>	<ul style="list-style-type: none"> <li>●Envision Learning Partners</li> <li>●Principal</li> <li>●Instructional Lead Team</li> <li>●ES Director of Instructional Development</li> <li>●Onsite Instructional Coaches</li> </ul>	<ul style="list-style-type: none"> <li>●Implement special professional development sessions for teachers new to Envision to support creation of standards' aligned portfolio tasks</li> <li>●Teacher teams will review and create tasks to ensure alignment to rubrics and exams</li> <li>●Develop an archive system for our high quality common core aligned curriculum.</li> <li>●Inclusion of vertical alignment sessions in Wednesday PD to develop high quality portfolio artifacts within subject area teams.</li> </ul>	<ul style="list-style-type: none"> <li>●Onsite Coaches &amp; Principals will provide feedback to new teachers on project tasks</li> <li>●Monthly Wednesday PDs will be used to provide feedback on tasks as needed</li> <li>●Successful usage of the portfolio google archive system</li> </ul>	<ul style="list-style-type: none"> <li>●Start in August 2019 then ongoing</li> <li>●Start in August 2019 then ongoing</li> <li>●Fall of 2019</li> </ul>	<ul style="list-style-type: none"> <li>●New Teacher August PD</li> <li>●Data Collected regularly and automatically</li> </ul>
<b>3. Year-long professional development plans, tied to specific and relevant instructional goals, will be developed each year</b>	<ul style="list-style-type: none"> <li>●Principal</li> <li>●Instructional Leads</li> <li>●ES Director of Instructional Development</li> <li>●Onsite Instructional Coaches</li> </ul>	<ul style="list-style-type: none"> <li>●Leadership Huddle each June will include data analysis, using Illuminate and panorama will result in clear instructional PD goals for the upcoming school year</li> <li>●Envision schools will train instructional leads to lead year-long data-driven instruction plan</li> </ul>	<ul style="list-style-type: none"> <li>●ILTs will produce a year-long PD plan</li> <li>●Survey data will reflect teacher satisfaction with PD plan</li> </ul>	<ul style="list-style-type: none"> <li>● June of 2019</li> <li>● Four times a year starting August 2019</li> </ul>	<ul style="list-style-type: none"> <li>●ILT will report on and request feedback on plan in August PD, 2019</li> </ul>

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<p><b>4. Build on Common Assessments in Math</b></p>	<ul style="list-style-type: none"> <li>●Math Instructional Leads</li> <li>●All Math Teachers</li> <li>●Envision Schools Director of Math</li> <li>● Manager of Data and Assessment</li> <li>●Onsite Instructional Coaches</li> </ul>	<ul style="list-style-type: none"> <li>●Director of Math from Envision schools will help the math teachers analyze the CIA data 3x/year and revise curriculum and teaching strategies accordingly during Wednesday professional development time.</li> <li>●Struggling students will be identified based on CIA data and formative assessments and professional development time will be used to plan corrective instruction.</li> <li>●Revise and re-align CIA with the common core standards as well as the SBAC for performance tasks.</li> <li>●Revise and re-align CIA with the focus of Math as a priority at Envision schools</li> </ul>	<ul style="list-style-type: none"> <li>●3x/year CIA score analysis and curriculum development</li> <li>●Math teachers will use instructional PD time, twice a month, to plan for corrective instruction.</li> <li>●Re-aligned CIA will be implemented</li> <li>●Director of Math and math instructional leads will work with math teachers twice a month during Wednesday PD.</li> </ul>	<ul style="list-style-type: none"> <li>●Occurring 3x/year</li> <li>●Beginning Fall of 2019 and ongoing</li> <li>●Start fall of 2019</li> <li>●Occurring 2x/month</li> </ul>	<ul style="list-style-type: none"> <li>●Review of CIA math scores 3x/year.</li> <li>●Director of Math will meet regularly with the Principal</li> </ul>
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### School Goal #2

Students will demonstrate increased college readiness and self-sufficiency as measured by successful first-time defenses of benchmark and college success portfolios.



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**Rationale:** While passing rates for benchmark and graduation portfolios have steadily increased, we have not seen as large an increase in the number of students passing defenses for the first time, indicating both a need for students to take more ownership of their learning as well as teachers giving students more targeted support in task completion and presentation preparation.

**LCAP Goal #1:** Increase the number of students ready for college level coursework

**LCAP Goal #4:** Increase services and supports for our lowest performing students including: English Learners, African-American students, and students with special needs.

**Baseline Data:**

- 61.2% of 10<sup>th</sup> graders passed their Benchmark on their first attempt in 2019.
- 67.6% of 12th graders passed their Graduation Portfolio on their first attempt in 2019.
- 84.3% of 10<sup>th</sup> graders passed their Benchmark before the end of the school year in 2019.
- 91.4% of 12th graders passed their Graduation before the end of the school year in 2019.

**Growth Targets:**

- 80% of 10th graders and 90% of 12th graders will pass their portfolio defense on their first attempt in 2022.
- 93% of 10th graders and 100% of 12th graders will pass their portfolio defense before the end of the school year in 2022.

Student Groups and grade levels to participate in this goal	Anticipated annual performance growth for each group
<p>All students</p> <p>Benchmark Portfolio Defenses (10<sup>th</sup> grade)</p> <p>Graduation Portfolio Defenses (12<sup>th</sup> grade)</p>	<p><u>2019-2020</u></p> <ul style="list-style-type: none"> <li>● 70% of 10th graders and 75% of 12th graders will pass their portfolio defense on their first attempt.</li> <li>● 88% of 10th graders and 95% of 12th graders will pass their portfolio defense before the end of the school year.</li> </ul> <p><u>2020-2021</u></p> <ul style="list-style-type: none"> <li>● 75% of 10th graders and 83% of 12th graders will pass their portfolio defense on their first attempt.</li> <li>● 90% of 10th graders and 97% of 12th graders will pass their portfolio defense before the end of the school year.</li> </ul>

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	<p><u>2021-2022</u></p> <ul style="list-style-type: none"> <li>● 80% of 10th graders and 90% of 12th graders will pass their portfolio defense on their first attempt.</li> <li>● 93% of 10th graders and 100% of 12th graders will pass their portfolio defense before the end of the school year.</li> </ul>
<b>Means of Monitoring</b>	<b>Report Progress:</b>
<p>Number of proficient, uploaded artifacts on the BP &amp; CSP Artifact Progress Tracker at the end of each semester.</p> <p>Benchmark and CSP pass rates and resubmissions.</p> <p>Student completion rates for Portfolio Deadlines.</p>	<ul style="list-style-type: none"> <li>● Lead team, particularly administrators and ILT leads, will reflect on portfolio success during the leadership huddle each June and report back to staff each August.</li> </ul>

Tasks	Responsible Person(s) Involved	Professional Development/Resources	Means to Assess Improvement	Timeline	Reporting
<p><b>1. Design, calendar, and implement a year-long professional development sequence for teaching tasks and preparing students for Portfolio.</b></p>	<ul style="list-style-type: none"> <li>● All staff</li> <li>● Lead Team</li> </ul>	<ul style="list-style-type: none"> <li>● Gather best practices and existing PD resources from past PD trainings, both school-based and network-based.</li> <li>● Gather survey data from teachers to assess where exactly teachers need more support.</li> <li>● Calendar Portfolio PD sessions at Leadership Huddle that includes how to successfully teach tasks as well as how to</li> </ul>	<ul style="list-style-type: none"> <li>● At the end of each quarter, all staff gets feedback on their project plans for the next quarter during all staff PD.</li> <li>● Onsite instructional coaches and principals work with teachers to ensure that PBL is incorporated fully into</li> </ul>	<ul style="list-style-type: none"> <li>● Gather survey data: Spring 2019</li> <li>● Gather best practice: 2018-2019</li> <li>● Roll out official Portfolio PD calendar Fall 2019</li> <li>● Reflect and refine: ongoing</li> </ul>	<ul style="list-style-type: none"> <li>● Lead team will review curriculum and provide feedback to growth to staff</li> </ul>

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		<p>best prepare students for Portfolio presentations</p> <ul style="list-style-type: none"> <li>●Calendar and monitor completion of portfolio-aligned projects to ensure multiple opportunities for task proficiency.</li> </ul>	<p>teacher curriculum each semester.</p> <ul style="list-style-type: none"> <li>●Gather feedback from new teachers at year-end reflection to assess efficacy of PD sessions, improve for next year.</li> </ul>	<p>at Leadership Huddles.</p>	
<p><b>2. Improve quality of artifact reflections to boost quality of portfolio presentation content.</b></p>	<ul style="list-style-type: none"> <li>●ILT Team</li> <li>●PBIS Leads</li> <li>●All Staff</li> </ul>	<ul style="list-style-type: none"> <li>●ILT gathers competency-, subject- and task-specific reflection prompts for use as exemplars in Portfolio-related PD.</li> <li>●ILT gathers best practices from teachers in teaching task reflections.</li> <li>●PBIS Leads support staff with artifact reflections since it is an important bridge to a better presentation content.</li> <li>●ILT designs Portfolio PD sessions to support teachers in building effective lesson plans for project reflections.</li> </ul>	<ul style="list-style-type: none"> <li>●PBIS Leads analyze student work samples of project reflections and Proposal Plans.</li> <li>●Advisors help track number of proficient Portfolio Proposals.</li> </ul>	<ul style="list-style-type: none"> <li>●All year</li> <li>●Gather best practices and exemplar reflections: 2018-2019</li> <li>●Implement PD sessions: 2019</li> <li>●Reflect and implement changes: ongoing</li> </ul>	<p>Lead team will review data and report to all staff</p>
<p><b>3. Refine curriculum for portfolio defense preparation to be taught in advisory/academic seminar.</b></p>	<ul style="list-style-type: none"> <li>●PBIS Leads</li> <li>●Advisors</li> </ul>	<ul style="list-style-type: none"> <li>●Record process used at IA in Spring 2019 and gather feedback from staff and students at the end of the year.</li> <li>●In June, ILT leads create calendar of benchmarks for</li> </ul>	<ul style="list-style-type: none"> <li>●Continue to use feedback loops in A-team time to tune advisory/academic seminar curricula once a semester.</li> </ul>	<ul style="list-style-type: none"> <li>●Reflect and Record: Spring 2019</li> <li>●Implement: Ongoing</li> </ul>	<p>Lead team will review data and report to all staff.</p>

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		<p>portfolio defense preparation in the 2019-2020 school year.</p> <ul style="list-style-type: none"> <li>●Advisory and Academic Seminar Leads use deadlines and PD calendar from ILT to plan and refine advisory curriculum and A-team PD time.</li> </ul>	<ul style="list-style-type: none"> <li>●At the end of each year, portfolio and advisory/academic seminar leads meet to revise calendar and curriculum to be used, reviewed, and tuned in the upcoming year, based on staff and student feedback.</li> </ul>		
<p><b>4. Develop a single tracking system for artifact certification, adherence to Portfolio deadlines, and presentation pass rates to better support students in the Portfolio process.</b></p>	<ul style="list-style-type: none"> <li>●ILT Team</li> <li>●PBIS Leads</li> <li>●Admin</li> </ul>	<ul style="list-style-type: none"> <li>●In summer 2017, admin determines an effective data tracker that combines Artifact certification, portfolio deadline adherence, and presentation pass rates.</li> <li>●Unveil new data tracking system in google sheets in August PD.</li> <li>●Schedule monthly A-team time in the Fall and weekly A-team time in the Spring to track student data and performance</li> <li>●Schedule PBIS Time in Spring to problem-solve around students not meeting deadlines</li> </ul>	<ul style="list-style-type: none"> <li>●At the end of the 2016-2017 school year, portfolio leads collect data on pass rates and deadline adherence for benchmark and graduation portfolio.</li> <li>●Pilot new tracking system 2017-2018. Full implementation in 2018-2019.</li> <li>●PBIS Teams track interventions for struggling students, assess the efficacy of interventions at year end.</li> </ul>	<ul style="list-style-type: none"> <li>●Design new system: Summer 2017</li> <li>●Pilot 2017-2018</li> <li>●Implementation 2018-2019</li> </ul>	<p>Lead team will report out progress to all staff each August.</p> <p>Data will also be reviewed during Spartan Family Association</p>

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<p><b>5. Increase student opportunities to practice defense of portfolio-aligned work, create presentations, and practice defenses.</b></p>	<ul style="list-style-type: none"> <li>●PBIS Leads</li> <li>●Admin</li> </ul>	<ul style="list-style-type: none"> <li>●PBIS Leads schedule grade-level Revision Week by the end of September</li> <li>●10th and 12th graders complete a Benchmark/GP Exhibition in which students practice presenting a certified artifact.</li> <li>●ILT incorporates Saturday Work Days or afterschool Wednesday work days into Portfolio Calendar to ensure students who are behind get appropriate support and work time.</li> </ul>	<ul style="list-style-type: none"> <li>●Track pass rates for Portfolio-related Exhibitions.</li> <li>●Track Revision Week artifact certifications.</li> </ul>	<ul style="list-style-type: none"> <li>●Calendar in new structures: 2019</li> <li>●Implement and refine: ongoing.</li> </ul>	<p>ILT reports out data to Lead Team at Leadership Huddle.</p>
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<b>School Goal #3</b>
<p>Provide better supports for our male students of color in order to improve academic achievement, socio-emotional health, and 4-year college acceptance rates, while decreasing behavior interventions and time out of class.</p> <p><b>Rationale:</b> Self-study findings indicate a need to close the achievement gap specifically for male students of color while decreasing the amount of time they spend out of class due to behavior and socio-emotional supports.</p> <p><b>LCAP Goal #1:</b> Increase the number of students ready for college level coursework</p>

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**LCAP Goal #4:** Increase services and supports for our lowest performing students including: English Learners, African-American students, and students with special needs.

### Baseline:

#### College Acceptance:

- 88% class of 2020 CSU eligible.
- 78% class of 2020 UC eligible.
- 100% class of 2020 eligible for a 2-year or 4-year college

#### CAASPP/SBAC Data for 2018-19:

- African American Students (ELA) - \*\*ten or fewer students tested, no disaggregated data
- African American Students (Math) - \*\*ten or fewer students tested, no disaggregated data  
*\*\*Results for our African American students are an important data point for us; while we are not able to see disaggregated data on the CAASPP website yet, we will be able to get this information internally; we look forward to our internal process to help us understand more about how our Black students are doing.*
- Latino Students (ELA) - 38.67% Exceeded Standard, 40% Met Standard, 10.67% Nearly Met, 10.67% Not Met
- Latino Students (Math) - 9.33% Exceeded Standard, 21.33% Met Standard, 29.33% Nearly Met, 40% Not Met
- Female Students (ELA) - 47.54% Exceeded Standard, 40.98% Met Standard, 9.84% Nearly Met, 1.64% Not Met
- Female Students (Math) - 11.48% Exceeded Standard, 22.95% Met Standard, 34.43% Nearly Met, 31.15% Not Met
- Male Students (ELA) - 37.50% Exceeded Standard, 35.71% Met Standard, 12.50% Nearly Met, 14.29% Not Met
- Male Students (Math) - 10.71% Exceeded Standard, 23.21% Met Standard, 21.43% Nearly Met, 44.64% Not Met

#### Time Out of Class:

- Total suspension rate in 2018-2019: 3.8%
- Suspension rate for African American students: 5.8%
- Hispanic or Latino students: 4.0%

#### Growth Targets:

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- 12% increase average percentage of African American students meeting or exceeding standard on the SBAC literacy and SBAC math exams.
- 10% increase average percentage of Latinx students meeting or exceeding standard on the SBAC literacy and SBAC math exams.
- By 2022, 90% of graduates will be eligible for a CSU.
- By 2022, 80% of graduates will be eligible for a UC
- By 2022, Male students' results on the CAASPP will be within 3% of female students' results in all performance bands.
- By 2022, % of students committing offenses or being suspended will align with the percentage of those students enrolled at Impact.

Student Groups and grade levels to participate in this goal	Anticipated annual performance growth for each group
All male students in grades 9-12. Specific focus on African American and Latino students.	2% average yearly increase in SBAC literacy and SBAC Math 0.2 average yearly increase in GPA 3% average yearly increase in 4-year college acceptance 2% average yearly decrease in Time Out of Class measures
Means of Monitoring	Report Progress:
<ul style="list-style-type: none"> <li>● Graduation progress tracker, used in family conferences in the Fall and Spring                             <ul style="list-style-type: none"> <li>● GPA</li> <li>● ACT and/or SAT scores</li> <li>● A-G alignments</li> <li>● CSU &amp; UC Eligibility</li> <li>● Benchmark/Graduation Portfolio Progress</li> <li>● Detention &amp; Referral Data</li> </ul> </li> <li>● College Acceptance Rates</li> <li>● Graduation and Benchmark Portfolio Artifacts: BP &amp; CSP Artifact Progress Tracker and Portfolio Defense Calendar &amp; Results</li> <li>● Illuminate/Powerschool/Panorama/Kickboard data on standardized test scores, GPAs, attendance, and discipline.</li> </ul>	<ul style="list-style-type: none"> <li>● Envision Data and Assessment Manager will synthesize</li> <li>● Equity Team meeting 2x/Month to plan for all staff equity professional development</li> <li>● Implementation of PBIS, 2x/Month Wednesday PD to review data in grade level teams</li> <li>● GPA and Time out of Class data for review by Equity Team each quarter</li> <li>● Envision's Data and Assessment manager and Impact's college counselor will track College Acceptance and SBAC data yearly for review by Lead Team and Equity Team.</li> </ul>

## Chapter V: Schoolwide Action Plan: Impact Academy of Arts & Technology

<ul style="list-style-type: none"> <li>●August and January review school culture and discipline data with a lens on equity.</li> </ul>			<ul style="list-style-type: none"> <li>● Equity Team &amp; PBIS team will evaluate data and report to staff and other stakeholders yearly.</li> </ul>		
Tasks	Responsible Person(s) Involved	Professional Development/Resources	Means to Assess Improvement	Timeline	Reporting
<b>1. Develop and implement a concrete plan for supporting our male students of color organizationally</b>	<ul style="list-style-type: none"> <li>●ES Director of Instructional Development</li> <li>●IA Lead Team</li> <li>●IA Equity Team</li> <li>●IA PBIS Team</li> <li>●ES Data &amp; Assessments Manager</li> <li>●ES Director of Development &amp; Outreach</li> <li>●ES HR Department</li> <li>●All Teachers</li> </ul>	<ul style="list-style-type: none"> <li>●Explore grant opportunities for supplemental resources to support all learners.</li> <li>●Create or identify an Envision Schools ELL support specialist.</li> <li>●Improve parent communication by working with Powerschool, Kickboard &amp; other IA data programs in order to have these programs in Spanish.</li> <li>●Recruit and retain more African American &amp; Latino male staff members</li> </ul>	<ul style="list-style-type: none"> <li>●Will secure grant money for more interventions for struggling learners</li> <li>●More teachers will receive specific ELL and strong literacy instruction PD</li> <li>●There will be a language option to translate these online programs so that it is more accessible to families.</li> <li>●Principal will collaborate with ES HR Department to strategically recruit male teachers of color and identify organizations and pathways to partner with for recruitment</li> </ul>	<ul style="list-style-type: none"> <li>●Spring 2022</li> <li>●Fall 2020</li> <li>●Spring 2021</li> <li>●Winter 2019</li> </ul>	<ul style="list-style-type: none"> <li>●ES Director of Development will share grant work with IA Admin &amp; Equity Lead Team twice a year</li> <li>●ES HR Department will report out during June Leadership Huddle.</li> <li>●ES Data &amp; Assessment Manager will work with VPOps and Office Managers around Data Programs</li> <li>●Principal will give hiring updates twice monthly to staff during PD</li> </ul>
<b>2. Develop and Implement a concrete plan to</b>	<ul style="list-style-type: none"> <li>●Principal</li> </ul>	<ul style="list-style-type: none"> <li>●Site professional development on ELL instructional strategies.</li> </ul>	<ul style="list-style-type: none"> <li>●At least 50% of ILT PD will focus on Tier 1 instructional strategies</li> </ul>	<ul style="list-style-type: none"> <li>Fall 2019</li> </ul>	<ul style="list-style-type: none"> <li>●Equity team will include this into our school PD</li> </ul>



## Chapter V: Schoolwide Action Plan: Impact Academy of Arts & Technology

<p><b>support our male students instructionally and through curriculum development</b></p>	<ul style="list-style-type: none"> <li>●ES Director of Instructional Development</li> <li>●IA Instructional Lead Team</li> <li>●National Equity Project</li> <li>●IA PBIS Lead Team</li> <li>●IA Equity Team</li> <li>●Data &amp; Assessment Manager</li> <li>●All Teachers</li> </ul>	<ul style="list-style-type: none"> <li>●Site professional development on culturally relevant pedagogy and how to integrate it into our curriculum and projects.</li> <li>●PBIS implementation in order to build systems capacity for implementing a multi-tiered approach to social, emotional and behavior support.</li> <li>●College Counselor, as part of the IA Lead Team and PBIS Team, will analyze college- entrance exam data to guide students to the SAT or ACT</li> <li>●Equity &amp; Gender based staff discussion around achievement and college acceptance data and student preparation for college entry requirements.</li> <li>●Examine Response to intervention (RTI), and Mandatory Office Hours (MOH), and Student Success Team (SST) data to evaluate and potentially adjust to make more effective interventions</li> </ul>	<ul style="list-style-type: none"> <li>● Increase in agency, engagement, and participation with their own learning</li> <li>● Increase in # of students with college-ready GPAs (2.7 or higher)</li> <li>● Increase in college entrance exam scores</li> <li>● Equity Team will evaluate this data quarterly make recommendations to staff</li> </ul>	<p>Fall 2020</p> <p>Fall 2019</p> <p>Spring 2020</p> <p>Fall 2019</p>	<p>calendar which is accessible to all staff.</p> <ul style="list-style-type: none"> <li>● Equity team will research and undergo their own PD on culturally relevant pedagogy and will discuss on to incorporate it regularly into PD</li> <li>● Equity Lead team will review yearly and share out with other stakeholders</li> </ul>
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## Chapter V: Schoolwide Action Plan: Impact Academy of Arts & Technology

<p><b>3. Develop and implement a concrete plan for supporting our male students or color with our school culture.</b></p>	<ul style="list-style-type: none"> <li>●Principal</li> <li>●Equity Team</li> <li>●IA Lead Team</li> <li>●PBIS Team</li> <li>●Learning Center Team</li> <li>●ES HR Department</li> <li>●All Teachers</li> <li>●College Counselor</li> <li>●BSU Staff Mentor</li> <li>●MEChA Staff Mentor</li> <li>●Administrative Assistant (for translations)</li> </ul>	<ul style="list-style-type: none"> <li>●Work with MEChA club to increase their voice in the Student Body and to encourage more events on campus for students and families.</li> <li>●Work with BSU club to increase their voice in the Student Body and to encourage more events on campus for students and families.</li> <li>●Increase representation of Latino &amp; African American parents/guardians on the Leadership Council and attendance at Parent Association meetings</li> <li>●Professional development around social and cultural differences</li> <li>●Bring in outside consultation on how to best improve A-A &amp; Latino student achievement</li> <li>●Increase the number of male mentors of color on campus.</li> <li>●Bring in more historically black colleges to campus</li> </ul>	<ul style="list-style-type: none"> <li>● Increase in the number of events hosted by these clubs at school.</li> <li>● Increase in the number of parents/families of color attending school events.</li> <li>●The percentage of African American parents &amp; Latino parents on Leadership Council will equal the percentage of those students at the school</li> <li>●Equity Lead Team will devote at least one meeting a month to discuss equity specifically and how it relates to our male students of color.</li> <li>●Equity Team will identify high quality outside resources and texts to consult with staff</li> <li>●There will be at least 1 HBCU represented at our yearly College Night event in March</li> <li>●PBIS Team will gather data for staff to review</li> </ul>	<p>Spring 2021</p> <p>Spring 2020</p> <p>Fall 2019</p> <p>Fall 2019</p> <p>Spring 2020</p> <p>Spring 2020</p> <p>Fall 2019</p>	<ul style="list-style-type: none"> <li>●Equity team will review yearly and share out with other stakeholders</li> <li>●MEChA &amp; BSU events will be shared in both English &amp; Spanish through School messenger, on public school calendar, and through parent mailings/email</li> <li>●Leadership council members will do a share out at every Spartan Family Association Meeting</li> <li>●Colleges attending our annual 11th grade College Night will be contacted early and a list will be sent out to all 11th grade families of college attending.</li> <li>●Semester data analysis meetings</li> </ul>
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## Chapter V: Schoolwide Action Plan: Impact Academy of Arts & Technology

		<ul style="list-style-type: none"><li>•Analyze and reflect on quarterly behavioral data</li></ul>	and, in collaboration with Equity Team, analyze, at least 1x per quarter		during Equity Lead team
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## **Appendix Documents & Links**

[2017 Impact Academy VC WASC Presentation](#)  
[BP & CSP Artifact Progress Tracker](#)  
[Coaching Master Document](#)  
[Code of Conduct](#)  
[Core Values Proposal](#)  
[Draft Evaluation Document](#)  
[Envision Classroom Observation Rubric](#)  
[Envision - CollegeSpring \(SAT Prep\) - Data & Analysis](#)  
[Envision - SBAC - Data & Analysis](#)  
[ES PD 19-20 At a Glance \(revised 9.10.19\)](#)  
[ES Union Contract](#)  
[IA College Tracker Class of 2019](#)  
[IA College Tracker Class of 2020](#)  
[IAHS Dashboard](#)  
[IAHS PD Planning Tool](#)  
[Impact Academy Norms](#)  
[Impact Academy Behavior Matrix](#)  
[Impact Academy Website](#)  
[IMPACT HS Observation & Feedback 19-20](#)  
[Local Control Accountability Plan and Annual Update \(LCAP\) Template 2018-2019](#)  
[Portfolio Defense Calendar & Results](#)

Revised 6/17/2020



## BYLAWS

for the regulation, except  
as otherwise provided by statute or  
its Articles of Incorporation,

of

### ENVISION EDUCATION

A California Nonprofit Public Benefit Corporation

#### ARTICLE I. OFFICES

Section 1. Principal Office. The corporation's principal office is fixed and located at: 111 Myrtle Street, Suite 203, Oakland, California, 94607.

Section 2. The Board of Directors (the "Board") is granted full power and authority to change said principal office from one location to another. Any such change shall be noted on the Bylaws opposite this Section, or this Section may be amended to state the new location.

Section 3. Other Offices. Branch or subordinate offices may be established at any time by the Board at any place or places.

#### ARTICLE II. MEMBERSHIP

Section 1. Members. The corporation shall have no members. Any action which would otherwise require approval by a majority of all members or approval by the members shall require only approval of the Board. All rights which would otherwise vest in the members shall vest in the directors.

Section 2. Associates. Nothing in this Article II shall be construed as limiting the right of the corporation to refer to persons associated with it as "members" even though such persons are not members, and no such reference shall constitute anyone a member, within the meaning of Section 5056 of the California Nonprofit Corporation Law. The corporation may confer by amendment of its Articles or of these Bylaws some or all of the rights of a member, as set forth in the California Nonprofit Corporation Law, upon any person or persons who do not have the right to vote for the election of directors or on a disposition of substantially all of the assets of the corporation or on a merger or on a dissolution or on changes to the corporation's

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

### ARTICLE III. DIRECTORS

Section 1. Powers. Subject to limitations of the Articles 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 activities of the corporation to any person or persons, a 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. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

- (a) To select and remove all the other officers, agents and employees of the corporation, prescribe powers and duties for them as may not be inconsistent with law, the Articles or these Bylaws, fix their compensation and require from them security for faithful service.
- (b) To conduct, manage and control the affairs and activities of the corporation and to make such rules and regulations therefore not inconsistent with law, the Articles or these Bylaws, as they may deem best.
- (c) To adopt, make and use a corporate seal and to alter the form of such seal from time to time as they may deem best.
- (d) To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefore.

Section 2. Number of Directors. The authorized number of directors shall be at least three (3) and no more than seventeen (17), unless the school district that has authorized an Envision charter decides to exercise its option to place a representative on the Board in accordance with Education Code § 47604(b). In such a case, the Board may be increased by an additional member if needed to maintain an odd number of voting Board members.

Section 3. Selection and Term of Office. Directors shall be elected at the annual meeting. Board terms are for three years. Board members are expected to serve at least one term. Board members may serve up to two three-year terms. An additional term may occur as an exception, subject to approval by the board.

Section 4. Honorary Director. The Board may elect as an Honorary Director a former Director who served on the Board for at least nine years and/or a former Director who served as a Board Chair. Honorary Directors serve at the pleasure of the Board without term

limits and are invited to participate in Board meetings and other Board functions without voting privileges.

Section 5. Restriction on Interested Persons as Directors. No more than 49 percent of the persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 6. Vacancies. Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any director may resign effective upon giving written notice to the Chair of the Board, if any, the Vice Chair, the Secretary, Treasurer, or the Board, unless the notice specifies a later time for the effectiveness of such resignation. 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 in the Board shall be filled in the same manner as the director(s) whose office is vacant was selected, provided that vacancies to be filled by election by directors may be filled by a majority of the remaining directors, although less than a quorum, or by a sole remaining director. Each director so selected shall hold office until the expiration of the term of the replaced director and until a successor has been selected and qualified.

A vacancy or vacancies in the Board shall be deemed to exist in case of the death, resignation, or removal of any director or if the authorized number of directors be increased.

The Board may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty arising under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law.

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

Section 7. Director May Not Resign If No Director Remains. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 8. Removal of Directors. Any director may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 6.

Section 9. Place of Meeting. Meetings of the Board shall be held at the corporation's principal office or other locations within the San Francisco Bay Area as has been designated from time to time by the Board either by resolution of the Board or in the notice of the meeting. In the absence of such designation, meetings shall be held at the principal office of the corporation. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, *et seq.*, as said chapter may be modified by subsequent legislation.

Section 9. Annual Meeting. An annual meeting shall be held in Spring of each year for the purpose of electing Directors, making and receiving reports on corporate affairs, and transacting other business as comes before the Board. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board of Directors.

Section 10. Regular Meetings. As specified in the Envision Education charters, the Board shall meet at least four (4) times per year, as the Board determines. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 11. Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the Chair or any other Officer of the Board, , or any two directors. The party calling a special meeting shall determine the place, date, and time thereof.

Section 12. Notice of Special Meetings. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to each director and to the public through the posting of an agenda. Pursuant to the Brown Act, the Board of Directors shall adhere to the following notice requirements for special meetings:

- a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general



nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 13. Quorum. A majority of the directors then in office constitute a quorum of the Board for the transaction of business, except to adjourn as provided in Section 15 of this Article III. All acts or decisions for the Board will be by majority vote based upon the presence of quorum. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned. Directors may not vote by proxy. The vote or abstention of each board member present for each action taken shall be publicly reported.

Section 14. Participation in Meetings by Conference Telephone. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of one of the granting agencies that authorized one or more of the charter schools operated by the Corporation;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;<sup>1</sup>
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.<sup>2</sup>

<sup>1</sup> This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

<sup>2</sup> The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

Section 15. Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable open meeting law.

Section 16 Committees. The Board may appoint one or more committees, each consisting of two or more directors and members of the public, if desired, and delegate to such committees any of the authority of the Board except with respect to:

- (a) The approval of any action for which the California Nonprofit Public Benefit Corporation Law also requires approval of the members or approval of a majority of all members (such limitation of committee action shall apply whether or not the corporation has members);
- (b) The filling of vacancies on the Board or in any committee;
- (c) The fixing of compensation of the directors for serving on the Board or on any committee;
- (d) The amendment or repeal of Bylaws or the adoption of new Bylaws;
- (e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- (f) The appointment of other committees of the Board or the members thereof;
- (g) The expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected; or
- (h) Approve any contract or transaction to which the Corporation is a party and in which one or more of its directors has a material financial interest.

Any such committee must be created, and the members thereof appointed, by resolution adopted by a majority of the authorized number of directors then in office, provided a quorum is present, and any such committee may be designated an Executive Committee or by such other name as the Board shall specify. The Board may appoint, in the same manner, alternate members of any 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 or such committee shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions of this Article III applicable to meetings and actions of the Board. Minutes shall be kept of each meeting of each committee.

The Board may also create one or more advisory committees composed of directors and non-directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the directors then in office, advisory committees to serve at the pleasure of the Board.

Section 17. Compensation and Reimbursement. Directors may receive compensation for their services as directors or officers, only such reimbursement of expenses as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

Section 18. Accordance with the Ralph M. Brown Act Gov. Code, Section 54950 et seq.). When conducting business related to local school matters, the Board shall follow all procedures and regulations of the Ralph M. Brown Act, notwithstanding anything in the bylaws to the contrary.

Section 19. Compliance With Laws Governing Student Records. Envision Education and its Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

#### ARTICLE IV. OFFICERS

Section 1. Officers. The officers of the corporation shall be a Chair, a Vice Chair, a Secretary and a Treasurer. The corporation may also have, at the discretion of the Board, a President, one or more Vice Chairs or Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be elected or appointed in accordance with the provisions of Section 3 of this Article IV. Any number of offices may be held by the same person except as provided in the Articles or in these Bylaws and except that neither the Secretary nor the Treasurer may serve concurrently as the President or Chair.

Section 2. Election. The officers of the corporation, except such officers as may be elected or appointed in accordance with the provisions of Section 3 or Section 5 of this Article IV, shall be chosen for a two year term on a biannual basis by, and shall serve at the pleasure of, the Board, and shall hold their respective offices until their resignation, removal, or other disqualification from service, subject to the rights of any officer under any employment contract, or until their respective successors shall be elected.

Section 3. Subordinate Officers. The Board may elect, and may empower the Chair 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 these Bylaws or as the Board may from time to time determine.

Section 4. Removal and Resignation. Any officer may be removed, either with or without cause, by a majority of the Board at any time. Any such removal shall be without prejudice to the rights, if any, of the officer under any contract of employment of the officer.

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.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

Section 6. The Chair of the Board. The Chair of the Board shall preside at all meetings of the Board, shall be responsible for seeing that the lines of direction given by the Board are carried into effect, and for reporting to the Board on the conduct and management of the affairs of the schools.

Section 7. The Vice Chair. The Vice Chair shall preside at meetings of the Board in the temporary absence of the Chair. They shall have other powers and perform other duties as assigned by the Chair. If a vacancy exists in the office of the Chair, the Vice Chair shall succeed to the position of Chair until the next regular election of Officers.

Section 8. The Secretary. The Secretary or their designee shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date. The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 9. The Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Treasurer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times. The Treasurer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (b) disburse or cause to be disbursed the corporation's funds as the Board of Directors may order; (c) render or cause to be rendered to the Chair of the Board, if any, and the Board, when requested, an account of all transactions and of the financial condition of the corporation.

## ARTICLE V. CONTRACTS WITH DIRECTORS

Section 1. Contracts With Directors. The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's directors are directors have a material financial interest) unless all of the following apply:

- a. The director with a material financial interest in the proposed contract or

transaction fully discloses their financial interest in such contract or transaction in good faith and said disclosure is noted in the Board of Directors meeting minutes.

b. The director with a material financial interest in the proposed contract or transaction recuses themselves from any participation whatsoever in the proposed contract or transaction (i.e., the interested director who recuses themselves shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken).

c. Such contract or transaction is authorized in good faith by a majority of the Board of Directors by a vote sufficient for that purpose.

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

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

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

#### ARTICLE VI. CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. Contracts With Non-Director Designated Employees. The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Envision Education, Inc. Conflict of Interest Policy have been fulfilled.

#### ARTICLE VII. LOANS TO DIRECTORS AND OFFICERS

Section 1. Loans to Directors and Officers. This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of their duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

#### ARTICLE VIII. OTHER PROVISIONS

Section 1. Endorsement of Documents; 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 (acting alone) or the Secretary and the Treasurer (acting together), shall be valid and binding on the corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. 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, and, unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

Section 2. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the General Provisions of the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws.

Section 3. Amendments. These Bylaws may be amended or repealed by the approval of the majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the charters that created any of the Envision Education operated by the corporation, or make any provisions of the Bylaws inconsistent with those charters, or the Envision Education Articles of Incorporation.

Section 4. Tax-exempt Status. If the Internal Revenue Service does not approve the application for tax-exempt status for this corporation, then the Board of Directors shall make whatever changes may be deemed necessary by the Service in order to comply with the requirements for tax-exempt status.

Section 5. Books and Records, Fiscal Year. The corporation's books and records, together with all of the documents and papers pertaining to the business of the corporation, shall be kept and maintained at the principal office of the corporation. The fiscal year of the corporation shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of each year.

## ARTICLE IX. INDEMNIFICATION

Section 1. Indemnification. To the fullest extent permitted by law, the Corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses", as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

## ARTICLE X. LOCAL PARTNERSHIPS AND GOVERNANCE PROCEDURES

Section 1. Statement of intent regarding local schools operated under the authority of Envision Education, Inc. It is the intent of Envision Education, Inc. that local schools operating under the authority of Envision Education, Inc. be governed to the greatest extent possible by a Site Leadership Council duly formed at each school site, consistent with the provisions of the charter agreements between Envision Education, Inc. and local districts. The Site Leadership Council will operate in accordance with bylaws established by Envision Education for each site.

Section 2. Accordance with the Ralph M. Brown Act (Gov. Code, Section 54900 et seq.). The Site Leadership Councils at each local Envision school will conduct their affairs in accordance with the Ralph M. Brown Act.

## ARTICLE XI. MAINTENANCE OF CORPORATE RECORDS

Section 1. Maintenance of Corporate Records. This corporation shall keep:

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

## ARTICLE XII. INSPECTION RIGHTS

Section 1. Directors' Right To Inspect. Every director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. Accounting Records and Minutes. On written demand on the corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. Maintenance and Inspection of Articles and Bylaws. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours.

## ARTICLE XIII. REQUIRED REPORTS

Section 1. Annual Reports. The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

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

Section 2. Annual Statement of Certain Transactions and Indemnifications. As part of the annual report to all directors, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

- a. Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:
  - (1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
  - (2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.



- b. The amount and circumstances of any indemnifications aggregating more than \$10,000 paid during the fiscal year to any director or officer of the Corporation pursuant to Article IX of these Bylaws.

## CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of Envision Education, Inc. a California nonprofit public benefit corporation; and that the foregoing Bylaws, comprising fourteen (14) pages, constitute the current Bylaws of said corporation as duly adopted by the Board of Directors on \_\_\_\_\_ [date]; and that these Bylaws have not been amended or modified since that date.

Executed on \_\_\_\_\_ at \_\_\_\_\_, California.

\_\_\_\_\_  
\_\_\_\_\_  
[Name], Secretary

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**ENVISION EDUCATION, INC.**  
**CONFLICT-OF-INTEREST CODE**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code of Envision Education, Inc., a nonprofit public benefit corporation operating City Arts & Technology High School, Envision Academy of Arts & Technology, and Impact Academy of Arts & Technology.

Individuals holding designated positions shall file their statements of economic interests with Envision Education, Inc., which will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008.) All statements will be retained by Envision Education, Inc.

**APPENDIX A**  
**DESIGNATED POSITIONS**

<u>Designated Position</u>	<u>Assigned Disclosure Category</u>
Members of the Governing Board	1, 2
Chief Executive Officer	1, 2
Chief Operating Officer	1, 2
Chief Academic Officer	2
Executive Director, Envision Learning Partners	2
Chief People and Growth Officer	2
Director of Talent	2
Sr. Director of Technology	2
Director of Operations and Finance	2
Director of Special Education	2
Vice President of Programs	2
Director of Instructional Development	2
Controller	2
Consultants/New Positions	*

\*Consultants and/or new positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The CEO may determine in writing that a particular consultant and/or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The CEO's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)

**APPENDIX B**  
**DISCLOSURE CATEGORIES**

**Category 1**

Designated positions assigned to this category must report:

- a. Interests in real property within the boundaries of Envision Education, Inc. that are used by the Envision or are of the type that could be acquired by Envision as well as real property within two miles of the property used or the potential site.
- b. Investments and business positions in business entities and income (including receipt of gifts, loans, and travel payments) from sources of the type that engage in the acquisition or disposal of real property or are engaged in building construction or design for school districts.

**Category 2.**

Designated positions assigned to this category must report:

Investments and business positions in business entities and income (including receipt of gifts, loans, and travel payments) from sources that are contractors engaged in the performance of work, training, consulting or services, or are sources that manufacture or sell supplies, instructional materials, machinery, equipment, or vehicles of the type utilized by Envision Education. Inc.

This is the last page of the conflict of interest code for **Envision Education Inc.**



**CERTIFICATION OF FPPC APPROVAL**

Pursuant to Government Code Section 87303, the conflict of interest code for **Envision Education Inc.** was approved on 1/17/ 2017. This code will become effective on 2/16/ 2017.

A handwritten signature in blue ink, appearing to read "B. Lau", written over a horizontal line.

Brian G. Lau

Senior Commission Counsel

Fair Political Practices Commission





111 Myrtle Street, Suite 203 Oakland, CA 94607 • 510.451.2415 • [www.envisionschools.org](http://www.envisionschools.org)

### Envision Education Board of Directors FY20/21

Member's Name	Effective Start Date	Current Term	Officer Role
Keysha Bailey	July 2013	July 2019 - June 2022	Vice Chair
Kathi Burke	July 2012	July 2019 - June 2022	
Mark Daoust	July 2015	July 2019 - June 2022	Board Chair
Larry Hancock	July 2017	July 2020 - June 2023	
Grace Hoagland	July 2011	July 2020	Honorary Director
Akil Hollis	September 2017	July 2020 - June 2023	
Kaleb Lawson	July 2019	July 2019 - June 2022	
Bob Lenz	April 2014	July 2020 - June 2023	
Susan Portugal	July 2017	July 2020 - June 2023	Secretary/Treasurer
Rhonnell Sotelo	July 2019	July 2019 - June 2022	
Tara Thomas	July 2018	July 2018 - June 2021	
Gia Truong		Ends with ending of position as CEO	
Rob Vassel	July 2018	July 2018 - June 2021	
Mark Yowe	June 2015	July 2018 - June 2021	

## School Principal

### WHO WE ARE

Our mission is to transform the lives of students - especially those who will be the first in their family to attend college - by preparing them for success in college, career, and life.

At Envision Education, we believe the current achievement gap reflects a systemic failure to understand how kids learn, what motivates them to learn, and what they need in order to learn well. We know that vibrant learning communities apply compassion and high expectations to inspire and empower students. With a population that is 75% first-generation college bound, our approach is specifically designed to increase student engagement, deepen integration and understanding, promote active learning, and ensure college success.

Envision Education is a national model for using Project Based Learning and Performance Assessment to prepare students for success in college and in life. Envision Education currently operates three small high schools and one middle school. We will be opening our second middle school in Oakland, CA in Fall 2019. Graduates go on to succeed in college at significantly higher rates than their peers: 99% attend college and 85% persist once they get there.

### OUR APPROACH

We believe that deeper learning experiences challenge students to think critically, solve problems resourcefully, and collaborate productively. Students have an opportunity to use these skills and show what they know through portfolio defenses. In 8th, 10th and 12th grade, Envision students present a defense of learning, demonstrating their growth and learning. Similar to a master's thesis defense, these presentations are required to graduate in 12th grade and are invaluable in preparing for life after high school. They practice for these defenses through regular exhibitions and in-class presentations. Our students say portfolio defense is the hardest thing they have ever done, and nothing has prepared them more for college. Read about our approach [here](#).

### POSITION SUMMARY

As a member of the Educational Leadership Team, the Principal will play a pivotal role in leading a high-performing community of teachers and administrators and in enhancing a participatory, student-centered and rigorously outcomes-driven culture. Envision principals oversee school performance and operations, and make structural, budgetary and personnel decisions that promote the vision and instructional best practices of Envision Education.

### KEY RESPONSIBILITIES: Educational Leadership

- In line with Envision's philosophy and programs, lead the instructional program of the school, including: coaching teachers, using data to improve teaching and learning, and driving a school-wide focus on excellent teaching.
- Ensure the highest of expectations for student learning and achievement in every classroom, every day.
- Lead the site Leadership Team, consisting of Vice Principals and Lead Teachers to effectively guide the school towards targeted goals.
- With the site leadership team and in with Envision's goals, design, refine and implement three hours per week of high-quality staff development and collaboration.
- Leverage the Envision Schools educational model including the College Success Portfolio System.

### KEY RESPONSIBILITIES: School Culture

- Set the tone and culture of the school, leading staff to convey the highest of expectations for students, and hold the school accountable for student achievement.
- Create a vibrant and positive school culture that supports student learning and deep relationships between students and staff.
- With the site Leadership Team, ensure students are respectful and on-task, supervise school-wide management systems, and develop a rich and supportive school environment that is tangibly felt by everyone on campus.

**KEY RESPONSIBILITIES: Staff Culture**

- Attract, hire, supervise, and develop all school staff members to create a high-functioning team focused on student success.
- Build and maintain a positive and supportive staff culture based on trust, risk-taking, respect, reflective learning, and collaboration.
- Clearly articulate the school's and network's goals and programs, as well as Envision's mission and vision, to internal and external stakeholders.

**KEY RESPONSIBILITIES: Administrative & Operational Oversight**

- Oversee all day-to-day school operations including setting and maintaining a balanced budget, managing state and local compliance, and ensuring a safe and smooth functioning school environment.
- Supervise school facilities and ensure excellent facility management.
- Lead school enrollment efforts to ensure a fully enrolled school with a waiting list.

**KEY RESPONSIBILITIES: Governance and Senior Leadership**

- Serve as member of the Envision Principal team of the organization, clearly articulate school objectives and challenges, and help set and meet long-term and medium-term organizational goals.
- Partner with Envision's other principals and Chief Schools Officer to determine and implement the educational vision for the organization through our network's annual priority process and help to continually improve the educational model.
- With CEO/CSO of Envision Education, serve as representative to the charter authorizer and act as primary spokesperson and leader of the school with other outside stakeholders.

**QUALIFICATIONS**

- Commitment to the mission of Envision Education
- B.A. or B.S. required, Administrative Credential preferred
- Administrative Services credential required; Master's degree strongly preferred.
- At least 5 years of highly successful teaching experience in an urban setting.
- Successful school leadership experience or targeted training with a track record of excellent results.
- Experience leading adults to accomplish ambitious goals in the face of challenging obstacles.
- Bilingual Spanish speaker preferred.
- Demonstrated ability to effect positive organizational change.

**COMPENSATION:** The starting salary range for this position is \$100k - \$110k. Salary and benefits are competitive and based on experience.

**TO APPLY:** Please submit your application, including a thoughtful cover letter at [Envision Careers](#)

*As an equal opportunity employer, we believe deeply in diversity and are committed to creating an inclusive environment for all people. Envision recruits, employs, compensates, and promotes regardless of race, religion, color, national origin, gender, disability, age, veteran status, and the many other characteristics that make us diverse.*



## **Vice Principal - Envision Education**

### **WHO WE ARE**

Our mission is to transform the lives of students - especially those who will be the first in their family to attend college - by preparing them for success in college, career, and life.

At Envision Education, we believe the current achievement gap reflects a systemic failure to understand how kids learn, what motivates them to learn, and what they need in order to learn well. We know that vibrant learning communities apply compassion and high expectations to inspire and empower students. With a population that is 75% first generation college bound, our approach is specifically designed to increase student engagement, deepen integration and understanding, promote active learning, and ensure college success.

Envision Education is a national model for using Performance Assessment to prepare students for success in college and in life. Envision Education operates three small high schools and two middle schools. Graduates go on to succeed in college at significantly higher rates than their peers: 99% attend college and 85% persist once they get there.

### **OUR APPROACH**

We believe that deeper learning experiences challenge students to think critically, solve problems resourcefully, and collaborate productively. Students have an opportunity to use these skills and show what they know through portfolio defenses. In 8th, 10th and 12th grade, Envision students present a defense of learning, demonstrating their growth and learning. Similar to a master's thesis defense, these presentations are required to graduate in 12th grade and are invaluable in preparing for life after high school. They practice for these defenses through regular exhibitions and in-class presentations. Our students say portfolio defense is the hardest thing they have ever done, and nothing has prepared them more for college. Read about our approach [here](#).

### **POSITION SUMMARY**

Envision Education is currently accepting applications for the Vice Principal role at Impact Academy High School. We currently serve middle and high school students in Oakland, San Francisco, and Hayward, California. We are looking for dedicated leaders who are ready, willing, and able to support our middle and high school students on the journey to college.

As a key member of the leadership team, the Vice Principal will collaborate with the Principal to support and maintain a positive learning environment for staff and students. Envision Vice Principals help lead the formation of a high performing, reflective team and partner in the creation of an excellent and innovative academic program. In collaboration with the Principal and other school leaders, the Vice Principal will develop and iterate on school-wide personalized and project based learning systems. Additionally, the Vice Principal will support the Principal to shape and drive our school-wide culture plan with consistency and compassion.

The Vice Principal is an innovator who enjoys collaborating to bring our collective dreams to reality. At Envision, we believe that by helping students develop cognitive and social emotional skills while they track and defend their learning, they will build the agency and skills needed to ensure success in high school, college, and beyond. By creating systems and structures that allow teachers to focus on one skill set, we will increase expertise, sustainability, and a heightened sense of efficacy for our staff. Through this, we can create strong outcomes for students.

## **Key Responsibilities**

### **Instructional Leadership**

- Support the instructional program of the school, including: coaching teachers, using data and adaptive online technology to improve student learning, and driving a school-wide focus on excellent teaching
- Support teachers with planning, implementation, and iteration of our personalized learning model and performance based assessment aligned to CCSS and school-wide Mindsets
- Be an active participant and sometimes facilitator of our Leadership Teams (Instructional & Family)
- Coordinate with Principal to facilitate instructional and logistical professional development
- Serve as a member of the school's leadership team, the body that sets the tone and culture of the school and holds the school accountable for high student achievement

### **Cultural Leadership**

- Drive school-wide culture plan with consistency and follow-through, in partnership with Principal
- Support teachers and staff to hold all students to high and consistent behavioral and academic expectations (implementing our school culture and discipline plans)
- Support Family Leads in analyzing school culture data and support them to lead PD
- Communicate proactively positive and constructive feedback with staff, students and parents

### **Operational Leadership**

- Supervise before school, lunch, passing and dismissal
- Attend evening and weekend events
- Actively participate in weekly admin meetings and special meetings (such as KPI)
- Work closely with Principal and Envision's Data and Assessment Manager to coordinate administration of assessments and the use of PowerSchool, including scheduling, grades, transcripts, and overall data integrity
- Work with Envision Director of Technology to support student and staff use of technology and maintenance of the school's technology and data systems
- Manage school facilities and maintenance
- Work closely with Principal and Office Manager to coordinate all attendance reporting
- School Safety: Schedule emergency drills, coordinate school emergency communication, update and assemble emergency binders, injury/incident reporting, manage emergency supply inventory and distribution, annual student health screenings

### **Other**

- Assist with recruiting, hiring, supervising, supporting, developing, evaluating, disciplining and termination of staff
- Act as Senior Administrator on duty when the Principal is off-campus or unavailable to staff or students.
- Complete other duties as assigned by the Principal

### **Qualifications:**

- B.A. or B.S. required, Administrative Credential preferred
- Successful teaching experience in an urban school
- Experience working successfully with parents and families, especially African American, Latino, and immigrant families
- Successful school leadership or coaching experience (including a teacher leadership role), ideally in project-based learning and/or personalized learning
- Thrives in a fast-paced school environment and able to generate enthusiasm and support among partners for the mission of the organization
- Relentless focus on student results and outcomes
- Excellent communication skills

- Strong problem-solving skills and able to work with a variety of stakeholders
- Creative design thinker experienced in change management
- Commitment to the mission of Envision Education
- Ability to work well under pressure and adapt easily
- Comfortable with a dynamic environment
- Experience in creating and implementing systems & processes to support a growing organization
- Experience with required state assessments and program reporting preferred

**Compensation:**

- Salary: Starting salary range will be \$80,000-90,000, depending on experience
- 12-month position starting July 1, 2019 (209 days)
- School Holidays, Federal Holidays and sick & personal paid time off
- Medical, Dental, and Vision benefits offered with organizational contribution towards costs
- 403b, STRS, Flexible Spending Account Plans and Commuter Check pre-tax benefits

**APPLY ONLINE: [Careers](#)**

## Envision Education Teacher

### WHO WE ARE

Our mission is to transform the lives of students - especially those who will be the first in their family to attend college - by preparing them for success in college, career, and life.

At Envision Education, we believe the current achievement gap reflects a systemic failure to understand how kids learn, what motivates them to learn, and what they need in order to learn well. We know that vibrant learning communities apply compassion and high expectations to inspire and empower students. With a population that is 75% first-generation college bound, our approach is specifically designed to increase student engagement, deepen integration and understanding, promote active learning, and ensure college success.

Envision Education is a national model for using Project Based Learning and Performance Assessment to prepare students for success in college and in life. Envision Education currently operates three small high schools and one middle school. We will be opening our second middle school in Oakland, CA in Fall 2019. Graduates go on to succeed in college at significantly higher rates than their peers: 99% attend college and 85% persist once they get there.

### OUR APPROACH

We believe that deeper learning experiences challenge students to think critically, solve problems resourcefully, and collaborate productively. Students have an opportunity to use these skills and show what they know through portfolio defenses. In 8th, 10th and 12th grade, Envision students present a defense of learning, demonstrating their growth and learning. Similar to a master's thesis defense, these presentations are required to graduate in 12th grade and are invaluable in preparing for life after high school. They practice for these defenses through regular exhibitions and in-class presentations. Our students say portfolio defense is the hardest thing they have ever done, and nothing has prepared them more for college. Read about our approach [here](#).

### KEY RESPONSIBILITIES: Instruction

- Implement an engaging and rigorous course based on CCSS
- Empower students with a sense of agency as they build problem solving skills to enter high school ready for success
- Leverage student-facing data, technology, and web-based programs to guide students in their own learning.
- Apply strategies with frequent data-cycles to improve student outcomes and help students identify their next area of growth
- Collaborate with the grade level team to integrate course content.

### KEY RESPONSIBILITIES: Culture

- Serve as an advisor and teach daily advisory curriculum for a small group of students
- Teach school-wide curriculum focused on adolescent development, team building, growth mindset, social-emotional learning, and brain science
- Reflect frequently with students to prepare evidence for portfolio defenses.
- Know their students well, develop a strong sense of community in the classroom, and personalize each student's learning experience
- Build strong relationships with families, including meeting with families on a scheduled basis to share information about their students and the school

## QUALIFICATIONS

- B.A. or B.S. required
- Valid California Teaching Credential or out of state equivalent with ability to transfer.
- English Language Learner authorization or in process
- Experience delivering strong data-driven instruction to achieve significant student academic achievement gains
- Receptiveness to feedback and desire to continuously improve
- Experience working successfully with parents and families, especially African American, Latino, and immigrant families
- Commitment to the mission of Envision Education

**COMPENSATION & BENEFITS:** Competitive based on credential, education, and experience; Paid sick leave; Retirement system from STRS; Excellent health benefits package with employer contribution to benefits; Optional Flexible Benefits Plan; 403b Plan; Commuter Check Plans; Life Insurance at no cost to employee

*As an equal opportunity employer, we believe deeply in diversity and are committed to creating an inclusive environment for all people. Envision recruits, employs, compensates, and promotes regardless of race, religion, color, national origin, gender, disability, age, veteran status, and the many other characteristics that make us diverse.*





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<b>Job Title:</b> Learning Specialist	<b>Classification:</b> Exempt
<b>Reports To:</b> Principal	<b>Schedule:</b> 11 month, 186 days
<b>Location:</b> School Site	<b>Vacation Accrual:</b> None
<b>Direct Reports:</b> None	CalSTRS Eligible

**Position Description:**

Within our community of professional practice, the role of Learning Specialist is that of co-teacher and collaborator who meets regularly with the general education team. With opportunities to provide professional development, provide support to develop Response to Intervention (RTI), and collaborate with general education staff, the position of Learning Specialist is uniquely positioned for leadership development and growth within the organization. The Learning Specialist is a member of the teaching staff and reports directly to the Principal. Envision Education is looking for passionate Special Educators who are interested in being part of this innovative model and have a desire to support learning and postsecondary success for all students in the urban communities of the Bay area.

**Essential Responsibilities:**

- Provide instruction and support to students with special education needs to achieve IEP goals, as well as quarterly progress monitoring of each student’s IEP goals.
- Ensure access to learning in the core program and guide progress towards graduation standards and requirements.
- Develop individualized, appropriate academic , transition, and behavioral goals based on Envision Education Graduation Portfolio Standards, the 21st Century Leadership Skills standards, and secondary content standards.
- Knowledgeably identify, guide, and implement appropriate accommodations, and/or modifications to ensure students’ learning success in the general education classroom.
- Co-Teach with general education teachers in the general education classroom.
- Maintain a system of progress monitoring that informs and guides instruction and planning for your caseload.
- Regularly analyze student data to improve instruction, ensure equity and make program recommendations and improvements.
- Collaborate with a student’s advisor, testing coordinator and college counselor to provide, as required by a student’s IEP, appropriate documentation for participation with accommodations in standardized testing, SAT, ACT or other pre- college admission activities.
- With the student and family, develop “person-centered” transition plans beginning

in 9th grade to cultivate college going identity or post-secondary planning leading to successful high school graduation or completion.

- Maintain a record of all parent communication both informal and formal with relevant dates, times, and content. Parent communication should be recorded in SEIS.
- Assist with the monitoring of arrival, dismissal, and lunch according to an agreed upon schedule.
- Be the leader of IEP teams, facilitator of IEP meetings, conduct assessments, and prepare IEP reports. Understand guidelines for suspension and expulsion of students with IEPs and ensure procedural rights.
- Develop and implement appropriate Behavior Support Plans or behavior management techniques for use in instructional and interpersonal activities.
- Collaborate with administrators, teachers and instructional assistants in developing and monitoring the success of students in the general education program.
- Meet regularly with general education teachers to ensure access to learning in the core program and guide progress towards graduation standards and requirements.
- Develop positive relationships with parents, engaging them in the IEP process by conducting interviews and conferences with parents and discussing student progress on an ongoing basis.
- Develop, coordinate and provide ongoing professional development activities for general and special education teachers.
- Train and provide direction and guidance to assigned Instructional Assistants.
- Collaborate with other members of the special education team, such as SLP to integrate services and address the needs of the “whole student.”
- Create and maintain notifications, records, files, and reports as required by federal, state and SELPA regulations.
- Administer academic diagnostic tests and provide clear written reports of learning progress or need.
- Provide leadership as a member of the school-wide team to implement RTI.
- Maintain knowledge of current regulations and best practices pertaining to special education.

## **Qualifications**

- Secondary Special Education experience
- California Teaching Credential with appropriate special education endorsement
- Knowledge of California Secondary Content Standards and Project-based learning
- Commitment to working with an ethnically, linguistically and economically diverse student body

## **Core Competencies**

- Be committed to serving students in the Least Restrictive Environment
- Possess a positive, strong, warm demander stance
- Be results-oriented and approach students’ needs with a sense of urgency
- Employ best teaching practices

- Create a Learning Center environment that is structured, positive and organized. Know students well and communicate effectively with students and parents around goals and progress
- Mentor and support students and hold them to high academic and socio-behavioral standards
- Be a strong team member who is self-reflective, implements feedback, and consistently seeks to improve his/her practice

**Special Working Conditions:**

None

<b>Approved by:</b>	
<b>Date approved:</b>	
<b>Reviewed:</b>	

## Special Education Instructional Assistant

### WHO WE ARE

Our mission is to transform the lives of students - especially those who will be the first in their family to attend college - by preparing them for success in college, career, and life.

At Envision Education, we believe the current achievement gap reflects a systemic failure to understand how kids learn, what motivates them to learn, and what they need in order to learn well. We know that vibrant learning communities apply compassion and high expectations to inspire and empower students. With a population that is 75% first generation college bound, our approach is specifically designed to increase student engagement, deepen integration and understanding, promote active learning, and ensure college success.

Envision Education is a national model for using Performance Assessment to prepare students for success in college and in life. Envision Education operates three small high schools and two middle schools. Graduates go on to succeed in college at significantly higher rates than their peers: 99% attend college and 85% persist once they get there.

### OUR APPROACH

We believe that deeper learning experiences challenge students to think critically, solve problems resourcefully, and collaborate productively. Students have an opportunity to use these skills and show what they know through portfolio defenses. In 8th, 10th and 12th grade, Envision students present a defense of learning, demonstrating their growth and learning. Similar to a master's thesis defense, these presentations are required to graduate in 12th grade and are invaluable in preparing for life after high school. They practice for these defenses through regular exhibitions and in-class presentations. Our students say portfolio defense is the hardest thing they have ever done, and nothing has prepared them more for college. Read about our approach [here](#).

### POSITION SUMMARY

The Instructional Assistant will provide support for students with learning or behavioral needs, as well as support the Learning Specialists and general education staff to provide special education services in order to meet students' Individualized Education Program (IEP) goals. The Instructional Assistant may work with a specific student, or with small groups of students within the general education classroom or Learning Center to support academic progress. The Instructional Assistant works as part of the school intervention team.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assists Learning Specialist and general education teachers to support students with IEPs, learning, and/or behavioral needs
- Provide support to students in general education area as assigned
- Follows and implements intervention plans or processes to provide service and support to students to meet IEP goals or intervention plan goals
- Assists with collecting and recording observational data related to academic progress or behavior management
- Organization of special education files, student learning records, data entry related to maintaining on-line IEPs, assists with record keeping
- Under supervision of Learning Specialists, and without analysis, assists with screenings or assessments, including formal documentation, preparing materials and performing clerical support
- Documents student progress towards meeting established objectives

- Assists Learning Specialist with communication related to implementing intervention strategies, IEP services or compliance
- Learns and utilizes basic methods and procedures in instructional settings
- Understands and communicates the mission, goals, standards, policies procedures, confidentiality standards, operating instructions, values of Envision Schools and the Special Education program
- Performs other related duties as required and assigned

**REPORTS TO:** Principal and/or designated administrator (LLS will work with team to assign work duties and may sign timesheet)

**MINIMUM REQUIREMENTS:**

(Required knowledge, skills & abilities)

- Knowledge of child and/or adolescent growth, development and behavior characteristics; concepts of cognitive development and different learning styles
- Ability and willingness to support every student with learning needs and to implement students' IEPs or behavior support plans
- Ability to assist students academically and emotionally in various subject areas
- Flexibility and ability to adapt to changing conditions; ability and good judgment to take initiative to modify activities
- Strong written and verbal communication skills
- Ability to collaborate with general education and special education colleagues, parents and community
- Ability to collect objective data and implement positive academic and/or behavioral reinforcement systems
- Solid technology skills including proficiency in Google Suite (Gmail, Google Docs, Google Spreadsheets), Word, Excel, or other database programs, and Internet search
- Desire to work and learn as part of an innovative special education and school team
- Ability and willingness to reflect and improve

**EDUCATION:**

Bachelor's Degree or ABA therapy experience preferred

**EXPERIENCE:**

- Must have prior experience working with elementary or secondary students with learning needs and a diverse student body
- Prior experience working with behavior de-escalation, CPI, or functional behavior analysis preferred.

**COMPENSATION:**

Competitive benefits, pay commensurate with education and experience range \$18 - \$22/hour

This is a non-exempt, 40 hours per week position

Work-year: January 6th 2020 - June 12th 2020

**HIRING PROCESS:**

Please submit an online application via <https://envisionschools.applicantpro.com/jobs/>

*As an equal opportunity employer, we believe deeply in diversity and are committed to creating an inclusive environment for all people. Envision recruits, employs, compensates, and promotes regardless of race, religion, color, national origin, gender, disability, age, veteran status, and the many other characteristics that make us diverse.*



## Uniform Complaint Policy and Procedure

The Envision Board recognizes that Envision Schools is responsible for complying with applicable state and federal laws and regulations governing educational programs.

Envision Schools shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination based on group identification, religion, age, gender, color, or physical or mental disability in any program or activity that receives or benefits from state financial assistance. Uniform complaint procedures shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in adult education, consolidated categorical aid programs, migrant education, vocational education, child care and development programs, child nutrition programs and special education programs.

The Envision Board encourages the early, informal resolution of complaints at the school level whenever possible.

The Envision Board acknowledges and respects student and employee rights to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and the facts. This includes keeping the identity of the complainant confidential except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee on a case-by-case basis.

The Envision Board prohibits retaliation in any form for the participation in complaint procedures, including but not limited to the filing of a complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

The Board recognizes that a neutral mediator can often suggest an early compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving their problem through mediation, the Superintendent or designee shall ensure that mediation results are consistent with state and federal laws and regulations.

### What is a complaint?

As authorized by California Code of Regulations, Title 5, sections 4600 – 4687

- ♦ A complaint is a written statement alleging discrimination, or a violation of a federal or state law within the following programs:
  - \* Adult Education
  - \* Career/Technical Education
  - \* Child Development
  - \* Consolidated Categorical Aid

- No Child Left Behind (NCLB)
  - State Compensatory Education
  - State Program for Students of Limited English Proficiency
  - School Improvement
  - Tenth-Grade Counseling
  - Tobacco-Use Prevention Education
  - Peer Assistance and Review
  - School Safety and Violence Prevention Act
  - \* Migrant and Indian Education
  - \* Nutrition Services
  - \* Special Education
  - \* Discrimination
  - \* Harassment
  - \* Civil Rights Guarantees
- ♦ Williams Settlement complaints regarding instructional materials, emergency or urgent facilities conditions that pose a threat to the health and safety of pupils, and teacher vacancy or mis-assignment may be filed anonymously. Schools shall have a complaint form available for these types of complaints. Schools will not reject a complaint if the form is not used as long as the complaint is submitted in writing.

### **Compliance Officers**

The Envision Board designates the following compliance officer(s) to receive and investigate complaints and to ensure Envision's compliance with the law:

Laura Robell, Chief Schools Officer  
 111 Myrtle Street, Suite 203  
 Oakland, CA 94603  
 (510) 451-2415  
 (510) 451-2768 fax

The Director or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the Director or designee.

### **Notifications**

The Director or designee shall meet the notification requirements of 5 CCR 4622, including the annual dissemination of Envision's complaint procedures and information about available appeals, civil law remedies and conditions under which a complaint may be taken directly to the California Department of Education. The Superintendent or designee shall ensure that complainants understand that they may pursue other remedies, including actions before civil courts or other public agencies.

### **Procedures**

The following procedures shall be used to address all complaints that allege that Envision has violated federal or state laws or regulations governing educational programs.

Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR 4632.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled and when a decision or ruling is made.

### **Step 1: Filing of Complaint**

Any individual, public agency or organization may file a written complaint of alleged noncompliance by Envision.

Complaints alleging unlawful discrimination may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint must be initiated no later than six months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination. (5 CCR 4630)

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or other disabilities, Envision staff shall help him/her file the complaint. (5 CCR 4600)

### **Step 2: Mediation**

Within five days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a discrimination complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the legal timeline for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. (5 CCR 4631)

### **Step 3: Investigation of Complaint**

The compliance officer is encouraged to hold an investigative meeting within ten days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally. The complainant and/or his/her representative and Envision's representatives shall also have an opportunity to present information relevant to the complaint. Parties to the dispute may discuss the complaint and question each other or each other's witnesses. (5 CCR 4631)



#### **Step 4: Response**

Within 60 days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the Envision investigation and decision, as described in Step #5 below. (5 CCR 4631)

#### **Step 5: Final Written Decision**

The report of the Envision decision shall be in writing and sent to the complainant. (5 CCR 4631) The report of the Envision decision shall be written in English and in the language of the complainant whenever feasible or required by law. If it is not feasible to write this report in the complainant's primary language, Envision shall arrange a meeting at which a community member will interpret it for the complainant.

This report shall include:

1. The findings and disposition of the complaint, including corrective actions, if any. (5 CCR 4631)
2. The rationale for the above disposition. (5 CCR 4631)
3. Notice of the complainant's right to appeal the decision within 15 days to the California Department of Education, and procedures to be followed for initiating such an appeal. (5 CCR 4631, 4652)
4. For discrimination complaints, notice that the complainant must wait until 60 days have elapsed from the filing of an appeal with the California Department of Education before pursuing civil law remedies (5 CCR 4631; Education Code 262.3)
5. A detailed statement of all specific issues that were brought up during the investigation and the extent to which these issues were resolved.

#### **Appeals to the California Department of Education**

If dissatisfied with the Envision decision, the complainant may appeal in writing to the California Department of Education within 15 days of receiving the Envision decision. For good cause, the Superintendent of Public Instruction may grant an extension of filing appeals. (5 CCR 4652)

When appealing to the California Department of Education, the complainant must specify the reason(s) for appealing the Envision decision and must include a copy of the locally filed complaint and the Envision decision. (5 CCR 4652)

The California Department of Education may directly intervene in the complaint without waiting for action by Envision when one of the conditions listed in 5 CCR 4650 exists. In addition, the California Department of Education may also intervene in those cases where Envision has not taken action within 60 calendar days of the date the complaint was filed with Envision.

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM  
First Interim Report - MYP**

Charter School Name: Impact Academy of Arts and Technol  
(continued) \_\_\_\_\_  
CDS #: 01-61192-0137646 \_\_\_\_\_  
Charter Approving Entity: Hayward Unified School District \_\_\_\_\_  
County: Alameda \_\_\_\_\_  
Charter #: 0836 \_\_\_\_\_  
Fiscal Year: 2020/21 \_\_\_\_\_

This charter school uses the following basis of accounting:

- Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)  
 **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service /Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439 and 9711-9789)

Description	Object Code	FY 2020/21			Totals for 2021/22	Totals for 2022/23
		Unrestricted	Restricted	Total		
<b>A. REVENUES</b>						
<b>1. LCFF Sources</b>						
State Aid - Current Year	8011	5,601,261.00		5,601,261.00	5,767,491.00	5,809,934.00
Education Protection Account State Aid - Current Year	8012	159,322.00		159,322.00	160,586.00	160,586.00
State Aid - Prior Years	8019			0.00		
Transfers of Charter Schools in Lieu of Property Taxes	8096	2,570,206.00		2,570,206.00	2,448,037.00	2,448,037.00
Other LCFF Transfers	8091, 8097			0.00		
Total, LCFF Sources		8,330,789.00	0.00	8,330,789.00	8,376,114.00	8,418,557.00
<b>2. Federal Revenues</b>						
Every Student Succeeds Act (Title I - V)	8290		196,000.00	196,000.00	196,000.00	196,000.00
Special Education - Federal	8181, 8182		95,112.00	95,112.00	105,375.00	105,375.00
Child Nutrition - Federal	8220			0.00		
Donated Food Commodities	8221			0.00		
Other Federal Revenues	8110, 8260-8299		771,828.00	771,828.00	60,000.00	60,000.00
Total, Federal Revenues		0.00	1,062,940.00	1,062,940.00	361,375.00	361,375.00
<b>3. Other State Revenues</b>						
Special Education - State	StateRevSE		522,761.00	522,761.00	515,155.00	510,910.00
All Other State Revenues	StateRevAO	163,716.30	341,723.00	505,439.30	450,000.00	450,000.00
Total, Other State Revenues		163,716.30	864,484.00	1,028,200.30	965,155.00	960,910.00
<b>4. Other Local Revenues</b>						
All Other Local Revenues	LocalRevAO	26,000.00		26,000.00	26,000.00	26,000.00
Total, Local Revenues		26,000.00	0.00	26,000.00	26,000.00	26,000.00

<b>5. TOTAL REVENUES</b>		8,520,505.30	1,927,424.00	10,447,929.30	9,728,644.00	9,766,842.00
<b>B. EXPENDITURES</b>						
<b>1. Certificated Salaries</b>						
Certificated Teachers' Salaries	1100	2,655,727.42	268,299.98	2,924,027.40	2,967,887.81	3,012,406.13
Certificated Pupil Support Salaries	1200	81,699.97	108,097.99	189,797.96	192,644.97	195,534.64
Certificated Supervisors' and Administrators' Salaries	1300	567,723.96	0.00	567,723.96	576,239.86	584,883.46
Other Certificated Salaries	1900			0.00	-	0.00
Total, Certificated Salaries		3,305,151.35	376,397.97	3,681,549.32	3,736,772.64	3,792,824.23
<b>2. Non-certificated Salaries</b>						
Non-certificated Instructional Aides' Salaries	2100		119,406.42	119,406.42	121,197.52	123,015.48
Non-certificated Support Salaries	2200	33,376.00		33,376.00	33,876.64	34,384.79
Non-certificated Supervisors' and Administrators' Sal.	2300			0.00		
Clerical and Office Salaries	2400	154,838.04		154,838.04	157,160.61	159,518.02
Other Non-certificated Salaries	2900			0.00		
Total, Non-certificated Salaries		188,214.04	119,406.42	307,620.46	312,234.77	316,918.29

Description	Object Code	FY 2020/21			Totals for 2021/22	Totals for 2022/23
		Unrestricted	Restricted	Total		
<b>3. Employee Benefits</b>						
STRS	3101-3102	533,781.95	60,788.27	594,570.22	598,630.98	607,610.44
PERS	3201-3202			0.00		
OASDI / Medicare / Alternative	3301-3302	62,323.07	14,592.36	76,915.43	78,069.16	79,240.20
Health and Welfare Benefits	3401-3402	359,690.88	53,303.44	412,994.32	446,033.87	481,716.57
Unemployment Insurance	3501-3502	36,680.00	7,437.00	44,117.00	42,514.58	43,152.30
Workers' Compensation Insurance	3601-3602	48,907.12	6,941.26	55,848.38	61,432.80	67,576.08
OPEB, Allocated	3701-3702	2,000.00		2,000.00	2,000.00	2,000.00
OPEB, Active Employees	3751-3752			0.00		
Other Employee Benefits	3901-3902	1,000.00		1,000.00	1,000.00	1,000.00
Total, Employee Benefits		1,044,383.02	143,062.33	1,187,445.35	1,229,681.38	1,282,295.59
<b>4. Books and Supplies</b>						
Approved Textbooks and Core Curricula Materials	4100	10,500.00	1,000.00	11,500.00	11,500.00	11,500.00
Books and Other Reference Materials	4200	7,000.00		7,000.00	7,000.00	7,000.00
Materials and Supplies	4300	138,918.00	700.00	139,618.00	140,000.00	140,000.00
Noncapitalized Equipment	4400	26,000.00	1,000.00	27,000.00	27,000.00	27,000.00
Food	4700	30,000.00		30,000.00	30,000.00	30,000.00
Total, Books and Supplies		212,418.00	2,700.00	215,118.00	215,500.00	215,500.00
<b>5. Services and Other Operating Expenditures</b>						
Subagreements for Services	5100			0.00		
Travel and Conferences	5200	7,000.00		7,000.00	7,000.00	7,000.00
Dues and Memberships	5300	1,100.00		1,100.00	1,100.00	1,100.00
Insurance	5400	68,500.00	4,250.00	72,750.00	80,025.00	88,027.50
Operations and Housekeeping Services	5500	199,132.00		199,132.00	200,000.00	200,000.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	335,275.48	270,000.00	605,275.48	610,000.00	610,000.00
Transfers of Direct Costs	5700-5799			0.00		
Professional/Consulting Services and Operating Expend.	5800	390,475.15	164,827.00	555,302.15	500,000.00	500,000.00

Communications	5900	99,000.00	0.00	99,000.00	75,000.00	75,000.00
Total, Services and Other Operating Expenditures		1,100,482.63	439,077.00	1,539,559.63	1,473,125.00	1,481,127.50
<b>6. Capital Outlay (Obj. 6100-6170, 6200-6500 for mod. accr. basis only)</b>						
Land and Land Improvements	6100-6170			0.00		
Buildings and Improvements of Buildings	6200			0.00		
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00		
Equipment	6400			0.00		
Equipment Replacement	6500			0.00		
Depreciation Expense (for accrual basis only)	6900	160,000.00		160,000.00	170,000.00	180,000.00
Total, Capital Outlay		160,000.00	0.00	160,000.00	170,000.00	180,000.00
<b>7. Other Outgo</b>						
Tuition to Other Schools	7110-7143			0.00		
Transfers of Pass-through Revenues to Other LEAs	7211-7213			0.00		
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00		
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00		
All Other Transfers	7280-7299	1,800,000.00		1,800,000.00	1,000,000.00	1,000,000.00
Transfers of Indirect Costs	7300-7399	0.00	0.00	0.00		
Debt Service:						
Interest	7438			0.00		
Principal (for modified accrual basis only)	7439			0.00		
Total, Other Outgo		1,800,000.00	0.00	1,800,000.00	1,000,000.00	1,000,000.00
<b>8. TOTAL EXPENDITURES</b>		7,810,649.04	1,080,643.72	8,891,292.76	8,137,313.79	8,268,665.61
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		709,856.26	846,780.28	1,556,636.54	1,591,330.21	1,498,176.39

Description	Object Code	FY 2020/21			Totals for 2021/22	Totals for 2022/23
		Unrestricted	Restricted	Total		
<b>D. OTHER FINANCING SOURCES / USES</b>						
1. Other Sources	8930-8979			0.00		
2. Less: Other Uses	7630-7699			0.00		
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999			0.00		
<b>4. TOTAL OTHER FINANCING SOURCES / USES</b>		0.00	0.00	0.00	0.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		709,856.26	846,780.28	1,556,636.54	1,591,330.21	1,498,176.39
<b>F. FUND BALANCE, RESERVES</b>						
1. Beginning Fund Balance						
a. As of July 1	9791	5,177,139.00		5,177,139.00	6,745,726.54	8,337,056.75
b. Adjustments/Restatements	9793, 9795	11,951.00		11,951.00		
c. Adjusted Beginning Balance		5,189,090.00	0.00	5,189,090.00	6,745,726.54	8,337,056.75
2. Ending Fund Balance, June 30 (E + F.1.c.)		5,898,946.26	846,780.28	6,745,726.54	8,337,056.75	9,835,233.14

Components of Ending Fund Balance:						
a. Nonspendable						
Revolving Cash (equals object 9130)	9711			0.00		
Stores (equals object 9320)	9712			0.00		
Prepaid Expenditures (equals object 9330)	9713			0.00		
All Others	9719			0.00		
b. Restricted	9740			0.00		
c. Committed						
Stabilization Arrangements	9750			0.00		
Other Commitments	9760			0.00		
d. Assigned						
Other Assignments	9780			0.00		
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	375,000.00		375,000.00		
Unassigned/Unappropriated Amount	9790	5,523,946.26	846,780.28	6,370,726.54	8,337,056.75	9,835,233.14



# Hayward Unified School District

## *Building a Culture of Success: "ALL Means ALL"*

**Janis Duran,**  
*Interim Superintendent*

May 26, 2010

**Barry Schimmel, Ed. D.**  
*Assistant Superintendent,*  
Business Services

Dear Mr. Fyles,

**Donna Beemel**  
*Assistant Superintendent,*  
Human Resources

Enclosed is the fully executed copy of the Envisions Schools, Inc.,  
Impact Academy of Arts and Technology Charter School Facilities Use Agreement  
for your records.

**Leticia Salinas**  
*Executive Director,*  
Academic Affairs

Thank you,

**Chien Wu-Fernandez**  
*Executive Director,*  
Student & Family  
Support Services

  
Linda Martinez  
Sr. Executive Assistant

enc;

**MEMORANDUM OF UNDERSTANDING REGARDING FACILITIES USE  
BY AND BETWEEN ENVISION SCHOOLS, INC.  
AND HAYWARD UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding Regarding Facilities Use ("MOU" or Agreement) is made between the HAYWARD UNIFIED SCHOOL DISTRICT ("HUSD"), with offices located at 24411 Amador Street, Hayward, California 94544, and ENVISION SCHOOLS, INC. ("ES"), located at 185 Berry St Suite 220, San Francisco, California 94107.

WHEREAS, Impact Academy of Arts and Technology ("Impact Academy") is a charter school operated by ES and organized under the laws of the State of California, and chartered by HUSD pursuant to the provisions of the California Charter Schools Act; and

WHEREAS, ES and HUSD (together, "the Parties") desire to develop a mutually agreeable long-term facility solution that meets the needs of the Impact Academy students, the facilities master plan of HUSD and HUSD's facilities obligations under Proposition 39; and

WHEREAS, the Parties intend to explore partnering opportunities to acquire additional state, federal, and philanthropic funds for the development of school facilities for Impact Academy; and

WHEREAS, until development of those school facilities are feasible, the Parties desire Impact Academy to be located on a portion of the Darwin School Site, 2560 Darwin St, Hayward, California 94545 ("DARWIN SITE"), pursuant to the terms set forth in this Agreement under which HUSD will satisfy its Proposition 39 obligations for the term of this Agreement;

WHEREAS, the parties do not intend this Agreement to constitute a lease of real property pursuant to Education Code section 17455, *et seq.*

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

**Article 1. Term**

1.1 TERM.

The term of this Agreement shall be for ten (10) school years (beginning on July 1, 2010 and ending on June 30, 2020) subject only to termination in accordance with Article 18 (Default), Article 19 (Remedies for Default) and Article 20 (Termination for Convenience).

## 1.2 PROPOSITION 39 OBLIGATIONS.

ES shall not be required to submit Proposition 39 facilities requests during the term of this Agreement with respect to Impact Academy. HUSD shall not be required to make annual facilities allocations or notifications to ES (other than those contained in this Agreement) during the term of this Agreement. The parties have negotiated a multiyear facilities agreement in lieu of strict annual District compliance with Proposition 39. The parties recognize that ES is incurring costs to house some in-District students in exchange for, in part, a multiyear agreement. By entering into this MOU, the Parties agree that HUSD has satisfied its obligations under Proposition 39 with respect to providing facilities to ES for Impact Academy during the term of this MOU. ES shall not request facilities pursuant to Education Code section 47614 and the Proposition 39 implementing regulations for Impact Academy for the term of this Agreement (this does not prevent ES from applying for Proposition 39 facilities during the last year of the MOU to be allocated in the year following expiration of the term of the MOU or during any school year in which this MOU is terminated in accordance with Article 18, 19 or 20).

### Article 2. Use of the DARWIN SITE.

#### 2.1 ALLOCATION OF SPACE.

HUSD hereby allocates to ES, for the term of this Agreement, use of the DARWIN SITE in the manner specifically depicted in Exhibit A and as set forth in this Section, and for the purposes set forth in the ES Charter and related uses and on the terms and conditions set forth herein.

(a) One Physical Location/Site. ES shall not establish any additional physical locations/sites for Impact Academy beyond those described in this Agreement, unless it requests a material revision to the Impact Academy Charter with HUSD pursuant to Education Code Section 47607 and receive the prior written approval of the HUSD Board of Trustees.

(b) Dedicated Space – Exclusive Use. As identified in Exhibit A, ES shall have exclusive use of the three permanent classroom buildings, multipurpose room, two existing portable buildings and restrooms (all of the foregoing referred to as the “Existing Facilities”), and the undeveloped land designated for construction of the Project identified in Section 2.2 (“Project Site”). Together, the Existing Facilities and Project Site are referred to herein as the “Dedicated Space.” HUSD will vacate the multipurpose room by July 1, 2010; HUSD will securely lock all service equipment ((i.e., food lockers, freezers, storage areas) and shut down all power to said equipment prior to July 1, 2010. After construction of the Project, the Project shall be considered part of the Dedicated Space for the purposes of this MOU. At HUSD’s option and cost, and in coordination with ES regarding the location, HUSD may remove and replace the two existing portable buildings included in the Dedicated Space. Except as otherwise outlined in this MOU, HUSD shall not otherwise encumber any of the Dedicated Space. However, nothing in this MOU limits the HUSD’s ability to occupy, lease or otherwise encumber the other portions of the



DARWIN SITE, including but not limited to the Shared Space identified in subsection (b). HUSD commits to maintaining the Shared Space as Shared Space during the Term of this Agreement (i.e., HUSD will not convert Shared Space into some other party's dedicated space).

(c) Shared Space – Share Use. ES shall have shared use of outdoor space, including the basketball courts and fields (“Shared Space”), solely for the benefit of its students and as identified in Exhibit A. Use of the Shared Space by ES and any other program shall be consistent with this MOU and shall be coordinated by the Assistant Superintendent of Business Services or designee. ES may use the multipurpose room and kitchen areas for a lunch service program, however ES shall assume responsibility for any damage to and maintenance for the kitchen appliances and maintenance other than normal wear and tear. With respect to the Shared Space blacktop area, should HUSD, by its own action, render existing blacktop area unusable for any reason other than providing shared use of the area with another program, HUSD shall install, upon written request by ES, a similar size blacktop space in the Dedicated Space.

(d) Exclusive Use of the Dedicated Space by ES shall include use during after school hours and on weekends, holidays, summer session etc., subject to requests for use of the Dedicated Space pursuant to the Civic Center Act, as set forth in section 3.4. Shared use of the Shared Space by ES may include use after school hours and on weekends, holidays, summer session etc., by coordinating with HUSD, subject to requests for use of the Shared Space pursuant to the Civic Center Act. At all times ES shall have the right to use Dedicated Space for its programs before any third party use; and at all times ES shall have the right to use Shared Space beyond its allocation before any third party use. No additional fees for summer use (e.g. summer school) will apply.

(e) ES acknowledges and agrees (i) that, except as otherwise specifically set forth herein, in entering into this MOU, ES has not relied on any representation, statement, or warranty of HUSD or anyone acting for or on behalf of HUSD, all matters concerning the Premises to be independently verified by ES; (ii) that ES is taking possession of the Premises based on its own inspection and examination thereof and on an “AS IS” basis; and (iii) that HUSD makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability, fitness for a particular purpose or use with respect to the premises.

## 2.2 SITE IMPROVEMENTS.

(a) ES will develop and submit to HUSD site plans, drawings, specifications, and contract documents (the “Project Documents”) which shall set forth a detailed description of the proposed Site Improvements, as defined in paragraph (b) below, which ES intends to construct on the Project Site. ES' right to construct the Project are expressly conditioned upon (i) prior written approval by HUSD of the Project Documents, (ii) compliance by ES with all of its covenants in this MOU, and (iii) negotiation of the terms and conditions under which the Site Improvements shall be removed from HUSD property (it being understood that HUSD shall retain ownership of all portable classrooms, whether part of

the Existing Facilities or part of the Site Improvements). ES agrees not to enter into any loan or funding arrangement pursuant to which any of the Existing Facilities, Site Improvements or portable classrooms are mortgaged, assigned, encumbered, pledged or otherwise used as security or collateral.

(b) For purposes of this MOU, the Site Improvements shall consist of the installation and connection of four (4) to ten (10) portable classrooms, each of which shall be approximately 960 square feet ("Portables"). ES agrees to furnish or to hire a contractor to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers utilized in connection with the construction of the Site Improvements.

(c) All Site Improvements construction shall be performed in strict compliance with the Project Documents, as approved by HUSD. The Site Improvements and related facilities are referred to as the "Project."

(d) ES shall pay for the entire cost of the Project and shall assume the risk of all costs in the performance of such work. Subject to the restrictions set forth in Section 2.2(a), ES will be securing a loan for the Project ("ES Project Loan") and will be responsible for all costs, interest and loan fees associated with the ES Project Loan.

(e) Changes to the scope of the Project shall be subject to HUSD's prior written approval.

(f) Indemnification and Insurance related to the Project. ES will defend, indemnify and hold harmless HUSD, its governing board, officers, agents, trustees, insurers, agents and employees, against and from any and all liability for damages on account of injury to or death of persons or damage to property or delay or damage to another contractor resulting from or arising out of or in any way connected with the performance of work by ES, its contractor or its contractors' employees, officers, agents, consultants, subcontractors or suppliers, in connection with the Project, including all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it arising out of the performance by ES or its contractor of the Project. This indemnification shall be in addition to the other indemnification provisions contained in this Agreement.

(g) ES shall require contractor to provide general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage, and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

(h) To the extent required by law, ES shall require contractor to obtain a performance bond in the name of ES and HUSD and a payment bond, both of which shall be acceptable in form and substance to HUSD.

(i) ES shall require all of its consultants, contractors, subcontractors, suppliers, materialmen and agents ("ES Contractors") to comply with and give notices required by any applicable law, ordinance, rule, regulation, and lawful order of public authorities bearing on the Project construction.

(j) ES shall require each ES Contractor to have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the contract. Each ES Contractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. Each ES Contractor shall erect and maintain, as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent Sites and utilities.

(k) Protection of Property. ES shall require all ES Contractors to continuously protect the Project, HUSD's property, and the property of others on the Existing Facilities and the Project Site, from damage, injury, or loss arising in connection with operations under the contract documents. ES shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of HUSD.

(l) ES shall be responsible for ensuring compliance with all applicable laws related to construction of the Project, including but not limited to Public Contract Code section 3300, Labor Code sections 1770, *et seq.*, Labor Code section 1810, *et seq.*, and Title 24 of the California Code of Regulations, to the extent that such laws are applicable to ES. If ES asserts that it is exempt from any statutory provisions related to school construction, including those expressly enumerated above, ES shall defend, indemnify and hold harmless HUSD, its governing board, officers, agents, trustees and employees against and from any and all liability for damages on account of injury to or death of persons or damage to property resulting from or arising out of or in any way connected with ES's compliance, or lack of compliance, with applicable laws in performing the Project. ES shall further reimburse HUSD for all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it including, but not limited to, ES's election not to comply, claims for reimbursement for any construction related funds received from the State, or fines imposed on HUSD as a result of failure to comply. This indemnification shall be in addition to the other indemnification provisions contained in this Agreement.

(m) HUSD may post a notice of non-responsibility on the Property related to work performed by ES and its Contractor.

### 2.3 PORTABLES AND VESTING OF SITE IMPROVEMENTS.

(a) Portables. Four Portables are being provided to the site by HUSD at no charge to ES.

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(b) Vesting of Site Improvements. Upon termination of this MOU, ES shall not remove the Portables from DARWIN SITE. However, title to all other Site Improvements shall vest in HUSD at the expiration of the term of the Agreement.

2.4 REPRESENTATIONS, COVENANTS, AND WARRANTIES OF HUSD.

HUSD represents, covenants and warrants to ES that:

(a) HUSD has good title to the DARWIN SITE and has authority to enter into and perform its obligations under this Agreement;

(b) There are no liens on DARWIN SITE other than permitted encumbrances;

(c) All taxes, assessments, or impositions of any kind with respect to DARWIN SITE, if applicable, except current taxes, have been paid in full;

(d) DARWIN SITE is zoned as public facilities;

(e) HUSD is in compliance with all material laws, regulations, ordinances and orders of public authorities applicable to the DARWIN SITE;

(f) There is no litigation of any kind currently pending or, to HUSD's knowledge, threatened regarding DARWIN SITE or HUSD's use of DARWIN SITE for the purposes contemplated by this Agreement;

(g) To the best of HUSD's knowledge: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject ES or ES's contractor to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the DARWIN SITE; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the DARWIN SITE into the environment; (iii) the DARWIN SITE has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no underground storage tank is now located in the DARWIN SITE; (v) no material violation of any Environmental Regulation now exists relating to the DARWIN SITE, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the DARWIN SITE by any governmental entity or agency which in any way relates to Hazardous Substances; (vi) no person, party, or private or governmental agency or entity

has given any written notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vii) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the DARWIN SITE; (viii) the DARWIN SITE is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (ix) the DARWIN SITE is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) The term "permitted encumbrances" as used herein shall mean, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Agreement, any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Agreement and which will not materially impair the use of the DARWIN SITE; (iii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Agreement and to which ES and HUSD consent in writing which will not impair or impede the operation of the DARWIN SITE; and any use by HUSD, including lease or license to a third party, of any portion of DARWIN SITE that is not part of the Dedicated Space or Shared Space.

## 2.5 REPRESENTATIONS AND WARRANTIES OF ES.

ES represents and warrants to HUSD that:

(a) ES is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) ES has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU have been duly authorized by all necessary corporate actions on the part of ES and do not require any further approvals or consents.

(c) Execution, delivery and performance of this MOU do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which ES is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of ES, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of ES to perform its obligations under this Agreement.

### Article 3. Permitted Uses

#### 3.1 ALLOWABLE PURPOSES.

ES shall be entitled to use the DARWIN SITE solely for the purposes of operating an educational facility and related activities as described in the ES's charter and the MOU and for the construction described in Section 2.2.

#### 3.2 NUISANCE, MISCELLANEOUS.

ES shall not do, or permit anything to be done, without the prior written consent of HUSD, in or about the DARWIN SITE nor bring or keep anything therein that will in any way increase the existing rate of or affect any fire or other insurance upon the DARWIN SITE or its contents, or cause cancellation of any insurance policy covering the DARWIN SITE or any part thereof or any of its contents, nor shall ES sell or permit to be kept, used, or sold in or about the DARWIN SITE any articles which may be prohibited by a standard form policy of fire insurance. ES shall not do or permit anything to be done in or about the DARWIN SITE that will in any way obstruct or interfere with the rights of other occupants of the DARWIN SITE. ES shall not use or allow the DARWIN SITE to be used for any improper or objectionable purpose, nor shall ES cause, maintain, or permit any nuisance in, on, or about the DARWIN SITE. ES shall not commit or suffer to be committed any waste in or upon DARWIN SITE.

#### 3.3 COMPLIANCE WITH LAWS.

ES shall not use the DARWIN SITE or permit anything to be done in or about the DARWIN SITE that will in any way conflict with any applicable law, statute, applicable ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. ES shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the DARWIN SITE. ES shall not be responsible for any and all legal compliance or environmental conditions that existed prior to the ES's occupancy of the DARWIN SITE. HUSD shall remain responsible for all legal compliance with, for example, the ADA, FEHA, environmental laws, and other applicable building code standards, for any existing compliance issue prior to the date of the ES's occupancy of the Site and continuing through the Term of this Agreement. ES shall only assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvement made by ES. Nothing in this section is intended to obligate ES to be responsible for or require ES to regulate the actions of any third parties not under the control of ES.

#### 3.4 CIVIC CENTER ACT.

ES agrees to comply with the provisions of the Civic Center Act (Education Code section 38131 *et seq.*) in making use of the Dedicated Space accessible to members of the community. For purposes of compliance with the Civic Center Act with respect to the Dedicated Space only, ES shall hold the same powers and obligations applicable to School

District Board of Trustees under Education Code sections 38130-38139 and shall follow a Board Policy and Administrative Regulations in making use of the facilities accessible to members of the community.

### 3.5 FINGERPRINTING.

ES shall ensure that any persons admitted by ES to the Dedicated Space, who are likely to have significant contact with pupils, will be cleared by a background check pursuant to Section 45125.1 of the California Education Code, at ES's expense. HUSD shall ensure that any persons admitted by HUSD to the DARWIN SITE that are likely to have significant contact with ES pupils will be cleared in the same manner at HUSD's expense. ES shall not be required to have volunteers or visitors fingerprinted if they are directly supervised at all times by an ES employee with proper criminal background check clearance. ES shall also ensure that its employees are in compliance with the tuberculosis testing requirements set forth in Section 49406 of the California Education Code.

### 3.6 VACATING.

Upon the termination of this MOU, ES shall fully vacate HUSD property in a reasonably similar condition, minus normal wear and tear, to that which existed at the commencement of this MOU. ES shall not be required to remove the Site Improvement made to place the Portables on the DARWIN SITE.

## **Article 4. Infrastructure of the Dedicated Space**

### 4.1 TELECOMMUNICATIONS.

ES shall be responsible for wiring and equipping the Dedicated Space with telephone service in a manner consistent with other HUSD high school classrooms within the comparison group schools. All telephones shall be connected to HUSD's phone server and shall be able to access HUSD's voicemail system with automated reception function. The main telephone number shall be separately listed from that of HUSD. ES will ensure that wiring for telephone and internet is stable and reliable from the demarcation point of the telecommunications provider to the site. ES shall wire and equip the newly installed Portables with telephone service in a manner consistent with other HUSD high school classrooms within the comparison group schools.

### 4.2 INFORMATION TECHNOLOGY.

ES shall be responsible for acquiring its own internet connection and internet service provider.

### 4.3 EQUIPMENT.

HUSD shall equip each classroom (including the Portables) with fixtures and furniture (including, but not limited to, whiteboards, chairs, and desks) that are reasonably

equivalent to that provided to HUSD high school students at the comparison group school(s) only if such fixtures and furniture are available within HUSD without purchase. HUSD shall notify ES annually of any surplus or used HUSD furniture that is not needed at other HUSD sites and that become available during the term of this MOU. For a period of 60 days following such notification, and prior to the sale or other disposition of such furniture by HUSD, ES shall have the opportunity to examine such items, and shall have the option of acquiring and utilizing such furniture for use by Impact Academy at no cost to ES. HUSD shall equip the administrative offices with desks, chairs, and shelves that are reasonably equivalent to that provided to HUSD comparison group school(s). ES shall have use of any partitions currently located in the Dedicated Space.

#### 4.4 FENCING AND SIGNAGE.

Upon HUSD's consent, which shall not be unreasonably withheld, ES shall be permitted to (1) install and maintain a fence, planters, or other barriers (in compliance with all applicable laws and building codes) around the Dedicated Space at ES's cost; and (2) place signage at locations of mutual agreement on the Dedicated Space.

#### 4.5 SECURITY.

The Dedicated Space shall be individually keyed and wired to HUSD's alarm system. HUSD shall securely maintain a master key for the Dedicated Space for security and emergency purposes. ES shall have access to security and alarm systems. ES shall be responsible for costs incurred due to false alarms and security breaches that are related to the Dedicated Space unless such false alarms and/ or security breaches are the fault of HUSD. ES shall operate a closed campus and cooperate with HUSD on security issues. If ES decides to operate an open campus it shall provide thirty (30) days written notification to the HUSD.

#### 4.6 BELL SCHEDULE/ALARMS/ANNOUNCEMENTS.

ES will have a separate bell schedule from HUSD's programs. HUSD will initially provide an intercom and bell system for use by ES. The new portables will be connected to the existing intercom, bell, and alarm systems.

#### 4.7 STORAGE.

ES may provide a secured storage space for ES in the form of two portable storage containers to be situated at a mutually agreeable location on site.

### **Article 5. Athletic Facilities**

#### 5.1 DARWIN SITE ATHLETIC FACILITIES.

As identified in Section 2 and Exhibit A, the athletic facilities (grass play fields, baseball diamond, and Blacktop) on the DARWIN SITE are Shared Space. ES shall have



reasonably equivalent access to the Shared Space equal to the access provided to high schools in the comparison group of schools.

## 5.2. OTHER ATHLETIC FACILITIES.

HUSD shall allow ES to schedule supervised student use of HUSD's athletic facilities or partnering athletic facilities at mutually agreed upon locations of the closest possible proximity to DARWIN SITE. HUSD shall enable ES to operate Physical Education and Athletics programs equivalent to HUSD high schools in the comparison group of schools. ES plans to offer soccer, basketball, baseball, and softball and possibly other sports during the term of this Agreement. ES will have its own Physical Education and Athletics programs and shall coordinate with the Principal at each school site to schedule its use of said athletic facilities so as to equitably accommodate both HUSD and ES programs. The Director of Maintenance and Operations will serve as HUSD's liaison to ES; ES will work with the individual site administration of the school where use is being requested to ensure access to appropriate athletic facilities. In scheduling shared use of such facilities, HUSD shall give the needs of ES students the same consideration and priority as the needs of other HUSD students. HUSD shall have no obligation to allow ES students to participate in or join any HUSD athletic team.

## Article 6. Food Service

6.1 HUSD and ES may negotiate a separate food service agreement covering the provision of snack and lunch services, administration of state and federal lunch programs, and processing of free and reduced lunch forms. Termination or non-renewal of a food service contract shall not effect the terms of this MOU. ES has no obligation to procure its food service through HUSD.

## Article 7. Fees and Financing

### 7.1 UTILITIES.

ES agrees to pay for the utilities for the normal operation of the facilities, including gas, electric, water (excluding grounds not used by ES), sewage, and garbage ("Utilities").

### 7.2 FACILITIES AND OVERSIGHT FEES.

7.2.1 *Amount.* Charter School shall pay HUSD an annual "Facilities Fee" which shall be equal to the sum of (i) annual rent which initially shall be in the amount of \$40,000 during the first year of the Term of the MOU, and [which shall increase annually thereafter by the lower of (a) 3% per annum or (b) the annual increase from the immediately preceding year in the Consumer Price Index, during each of the subsequent years. As used in this MOU, the term "Index" shall mean the Consumer Price Index For All Urban Consumers (1982-84=100), U.S. City Average, All Items, published by the Bureau of Labor Statistics of the U.S. Department of Labor. In the event

such Index is not published by the Bureau of Labor Statistics or another governmental agency at any time during the Term, the most closely comparable statistics on the purchasing power of the consumer dollar as published by a responsible financial authority and as selected by HUSD shall be used for making any computation under this MOU otherwise to be made on the basis of the Index. If during the Term the Consumer Price Index is changed or discontinued, HUSD shall choose a comparable index, formula or other means of measurement of the relative purchasing power of the dollar and such substitute index, formula or other means shall be utilized in place of the Consumer Price Index as if it had been originally designated in this MOU. ES shall also pay HUSD a yearly amount equal in amount to 1% of the Charter's revenues to cover the costs of HUSD's administrative oversight of the Charter ("Oversight Fee") as per Educ. Code section 47613(f).

*7.2.2 Payment.* Payment for the Facilities Fees shall be made in twelve equal installments of \$3,333.33 for the first year, and twelve equal installments as adjusted for each subsequent year in accordance with subsection 7.2.1 above, payable in advance on the first day of each month, without deduction, offset, prior notice or demand, in lawful money of the United States. The Oversight Fee will be paid on a semi-annual basis upon receipt of invoice, on March 1<sup>st</sup>, for the period of July 1<sup>st</sup> through December 31<sup>st</sup>, and on September 1<sup>st</sup> for the period January 1<sup>st</sup> to June 30<sup>th</sup>. If payment is made more than 15 days late, a late fee of one percent (1%) shall apply and interest shall accrue after 30 days the designated bank's rate plus three percent (3%), not to exceed the maximum rate allowed by law, and shall not excuse or cure any default by Charter School.

*7.2.3 Pro rata share.* The Parties agree that the Facilities Fee is in lieu of the Charter School paying a pro rata share for in-district students and any actual costs for out-of-district students. By paying this amount, the Charter School is not waiving its rights in regards to a proper pro rata share calculation by the District for future facilities allocations. HUSD waives all Proposition 39 pro rata share fees (described in Section 11969.7 of Title 5 of the California Code of Regulations). HUSD also waives right to any fees for "over-allocations" of space (described in Section 11969.8 of Title 5 of the California Code of Regulations).

*7.2.4 Deposit.* The Charter School has delivered to HUSD a \$3,333.00 deposit to secure use of the Facilities.

### 7.3 FACILITIES FINANCING BY ES.

Subject to the restrictions set forth in Section 2.2(a), ES will secure a loan to cover, among other things, the design, permitting, installation, and building costs of the Site Improvements described in Section 2.2 of this MOU. ES shall pay the principal for the loan and all loan fees and interest payments.

#### 7.4 PROPOSITION 1D CHARTER SCHOOL FACILITIES GRANT.

In the event that Proposition 1D Charter Schools Facilities Grant funds become available during the term of this MOU, HUSD and ES agree to meet and discuss the terms of the MOU and all other pertinent matters before any funds are contemplated for expenditure, or are actually expended.

#### **Article 8. Compliance with Laws**

8.1 ES shall not cause to occur, and shall take reasonable measures to prevent, any activity on the school site that might threaten the exterior or structural elements of HUSD's property. HUSD shall not cause to occur, and shall take reasonable measures to prevent, any unusual activity in or about the Dedicated Space and Shared Space that might impair the proper functioning of ES programs.

8.2 With the exception of the Site Improvements, which shall be the responsibility of ES, HUSD warrants that the Dedicated Space and Shared Space are in compliance, and will remain in compliance during the Term of this MOU, with all applicable codes, regulations, and laws, including but not limited to, Field Act, Americans with Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

#### **Article 9. Maintenance**

##### 9.1 FURNISHING AND EQUIPMENT.

Facilities and furnishings and equipment provided to ES by HUSD shall remain the property of HUSD.

##### 9.2 ES MAINTENANCE

The ongoing operations and routine maintenance of the facilities and equipment is the responsibility of ES. ES may purchase operations and maintenance services from HUSD as provided in a separate written agreement.

##### 9.3 HUSD MAINTENANCE.

HUSD shall be responsible for the major maintenance of existing facilities at the DARWIN SITE. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting (as scheduled according to the District's deferred maintenance plan), grounds maintenance, the replacement of furnishings and equipment supplied by the HUSD in accordance with HUSD's schedules and practices and any other items considered deferred maintenance under Education Code section 17582. All

other kinds of maintenance shall be considered routine maintenance and shall be ES' responsibility.

#### **Article 10. Alterations and Improvements**

10.1 ES shall not construct or install any improvements (as defined in Civil Code 660) on the Existing Facilities or Shared Space or otherwise permanently alter the Existing Facilities or Shared Space without the prior written consent of HUSD, and if required, the Division of the State Architect. HUSD's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at HUSD's sole and absolute discretion, and HUSD may disapprove of such improvements without reason. Contractors retained by ES with respect to the construction or installation of improvements on the Existing Facilities or Shared Site shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with HUSD construction requirements. The construction or installation of improvements on the Existing Facilities or Shared Site shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to charter schools. HUSD or HUSD's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students.

#### **Article 11 Damage and Destruction of Site**

##### 11.1 PARTIAL.

If the facilities used by ES are damaged by any casualty which is covered by applicable insurance, and ES still has access to at least fifty percent (50%) of the usable classroom space, then the facilities shall be restored provided insurance proceeds are available to pay for the cost of restoration, and provided such restoration can be completed within one hundred twenty (120) days after the commencement of the work in the opinion of a registered architect or engineer approved by HUSD. In such event, this MOU shall continue in full force and effect, except that ES shall be entitled to proportionate reduction of all fees and payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with ES's business on the Site. HUSD shall provide ES temporary housing on the DARWIN SITE, or another school site that is near to the Site for any part of the ES program that is displaced by the partial damage and/or the repair work of the same.

##### 11.2 COMPLETE.

Notwithstanding the availability of insurance proceeds, if the facilities used by ES are totally destroyed (defined as the destruction of more than 50% of the habitable classroom space) or if substantial completion of restoration will take longer than one hundred and twenty days (120)) ES may terminate this Agreement. HUSD shall coordinate

with ES to provide a reasonably equivalent school facility under Proposition 39 to ES as soon as practical so as to avoid interruption in the educational program of ES. The new facility shall be subject to a separate facilities use agreement, which shall include payment by ES of all fees required by Proposition 39.

### 11.3 REQUIRED NOTICE – EMERGENCY.

The principal/administrator of ES staff shall immediately inform HUSD or its designees of any health and/or safety emergency affecting Impact Academy as they relate to the safety of other schools within HUSD and HUSD students. HUSD shall immediately inform ES of any health and/or safety emergency affecting HUSD schools as they relate to the safety of ES and its students. ES staff, faculty, and students shall cooperate with, and participate in, any lockdowns or exigent security procedures required by HUSD at DARWIN SITE or on other HUSD property.

## **Article 12. Indemnification**

### 12.1 . ES.

ES shall indemnify, hold harmless, and defend HUSD, its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about DARWIN SITE after HUSD delivers possession of the Dedicated Space to ES, arising from the ES's use of the Dedicated Space or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by ES in or about DARWIN SITE, excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of the negligent or intentional acts of HUSD, its officers, employees, agents and invitees.

ES shall further indemnify, hold harmless, and defend HUSD its trustees, officers, employees and agents against and from any and all claims arising from any breach or default in the performance of any obligation on ES's part to be performed under the terms of this Agreement (including without limitation any claim against HUSD by a lender or provider of funds to ES), or arising from any act, omission or negligence of ES, or any officer, agent, employee, guest, or invitee of ES, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of the negligent or intentional acts of HUSD, its officers, employees, agents and invitees. If any action or proceeding is brought against HUSD by reason of such claim (regardless of whether a claim is filed), ES upon notice from HUSD shall defend the same at ES's expense by counsel reasonably satisfactory to HUSD. ES shall give prompt written notice to HUSD's Risk Manager in case of casualty or accidents in or on the Facilities.

### 12.2 HUSD

HUSD shall indemnify, hold harmless and defend ES, its trustees, officers, employees and agents against any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death, or damage to any person or property occurring in, on or about the DARWIN SITE (including the Dedicated and Shared Space) when such injury, death or damage is caused by the act, neglect, fault or omission of any duty with respect to the same by HUSD, its officers, employees, agents, contractors, or invitees excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of the negligent or intentional acts of ES its officers, employees, agents and invitees.

HUSD shall further indemnify, hold harmless and defend ES its trustees, officers, employees and agents from and against any and all claims arising from any breach or default in the performance of any obligation on HUSD's part to be performed under the terms of this Agreement, or arising from any act, omission or negligence of HUSD, or any officer, agent, employee, guest, contractor or invitee of HUSD and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of the negligent or intentional acts of ES, its officers, employees, agents and invitees. If any action or proceeding is brought against ES by reason of such claim (regardless of whether a claim is filed), HUSD upon notice from ES shall defend the same at HUSD's expense by counsel reasonably satisfactory to ES.

### 12.3 FEES/COSTS.

Any reasonable costs incurred (including filing fees, attorney's fees etc.) after providing written request for indemnification to the indemnifying party for indemnification shall be owed to the requesting party if it is determined that the indemnification was owed.

## Article 13. Insurance

### 13.1 REQUIRED ES INSURANCE.

During the term of this Agreement, ES at all times shall maintain and keep in force a minimum of One Million Dollars (\$1,000,000.00) comprehensive general liability ("CGL") insurance. The maximum deductible of each CGL policy and/or coverage shall be agreed upon by ES and HUSD, and ES shall name HUSD as an additional insured entity under any such insurance policy. ES's liability coverage shall be primary coverage for the Project and also for liability arising from acts or omissions by ES, its employees, agents, students, or guests during an ES sponsored activity on Dedicated and Shared Space. HUSD shall maintain, during the term of this Agreement, insurance against claims for injuries to persons or damages to property (real and personal, including the structures on the DARWIN SITE and any HUSD owned personal property – excluding the Portables and ES property) in amounts equal to that which would be in place if the DARWIN SITE were occupied by another school of HUSD. HUSD's insurance shall be primary for the Existing Facilities and secondary to the insurance required to be maintained by ES under this Section, except for third-party losses.

13.2 COPIES.

ES shall provide to HUSD a copy of all Certificates of Insurance belonging to ES and that apply to ES and its use of the Dedicated Space and Shared Space at DARWIN SITE.

13.3 REQUIRED HUSD INSURANCE.

HUSD shall retain property and liability insurance for the Dedicated Space and Shared Space that covers the physical structures from all potential forms of damage.

**Article 14. Access by HUSD**

14.1 HUSD or its agent(s) shall have the right to enter and/or pass through the Dedicated Space or any part thereof at any time (a) for the purpose of making repairs in or to the Dedicated Space as allowed by this Agreement; (b) as required by law or emergency; (c) to examine the Dedicated Space; and (d) for the purpose of administrative oversight, as allowed by law and consistent with the ES Charter.

14.2 Except in cases of emergency, HUSD staff will check in at the Impact Academy main office prior to entry. In the event of an emergency, HUSD staff should check in with the Impact Academy main office as soon as practicable.

**Article 15. Merger, Modification. Law, Notices, Invalid Provisions**

15.1 ENTIRE AGREEMENT.

This MOU reflects the sole and entire facilities use agreement between the Parties. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

15.2 MODIFICATION.

This MOU may only be changed or modified by written agreement of the Parties expressing an intent to modify this MOU.

15.3 GOVERNING LAW & VENUE.

This MOU shall be governed by and construed according to the laws of the State of California. Venue shall be in Alameda County.

15.4 NOTICES.

All notices required to be given hereunder shall be in writing and served by government or commercial mail service or by facsimile. Either party may provide updated contact information under this Section by mailing a copy of said change of address/contact information to the addresses noted below. Notice to HUSD shall be addressed to:

Superintendent  
Hayward Unified School District  
24411 Amador Street  
Hayward, CA 94544  
(510) 784-2641 (facsimile)

Notice shall be given to ES at the following address:

Robert Lenz  
President  
Envision Schools  
185 Berry St, Suite 220  
San Francisco, CA 94107  
415-324-8302 (facsimile)

#### **Article 16. Assignment and Subletting**

16.1 ES shall not assign its rights or delegate its duties under this MOU. ES shall not sublet or permit the subletting of the Dedicated Space, Shared Space, or any part thereof without written consent from HUSD.

#### **Article 17. Dispute Resolution**

17.1 Disputes between ES and HUSD regarding this Agreement shall be resolved using the dispute resolution process described in Article 17 below, unless related to an action related to revocation of the ES Charter, in which case, HUSD shall comply with Education Code section 47607.

17.2 The party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the party; (2) a statement of the facts of the dispute, including information regarding the parties attempts to resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the party. Within five days from receipt of the notice of dispute the representatives from ES shall meet with representatives from HUSD in an informal setting to try to resolve the dispute.

17.3 If the informal meeting fails to resolve the dispute, the party initiating the dispute resolution process shall notify the other party (the responding party) in writing and the Parties shall agree a mediator within seven (7) days. The mediation procedure shall be



entirely informal in nature; however, the parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by HUSD and ES.

17.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session.

### **Article 18. Default**

#### 18.1 DEFAULT BY ES.

The occurrence of any of the following shall constitute a material default and breach of this Agreement by ES:

(a) Any failure by ES to make payments required to be paid hereunder (where such failure continues for thirty (30) days after receipt of written notice of failure to make payments by HUSD to ES);

(b) Failure by ES to utilize the space for educational academic purposes consistent with this MOU and the ES Charter where such failure continues for thirty (30) days after receipt of written notice thereof by HUSD to ES;

(c) The complete abandonment or vacation of the Dedicated Space by ES;

(d) A failure by ES to observe and perform provisions of this MOU to be observed or performed by ES, where such failure continues for thirty (30) days after receipt of written notice thereof by HUSD to ES; unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. ES shall not be deemed to be in default if ES shall within such thirty (30) day period commence such cure and thereafter diligently prosecute the same to completion; and

(e) The revocation on or nonrenewal of the Impact Academy charter; however, ES shall not be in default of this agreement after a revocation or nonrenewal of the Impact Academy charter until it has exhausted all appeals and other remedies it might have.

#### 18.2 DEFAULT BY HUSD.

HUSD shall be in default if HUSD fails to perform obligations required of HUSD within a reasonable time, but in no event later than 30 days after receipt of written notice by ES to HUSD specifying wherein HUSD has failed to perform such obligations; provided however, that if the nature of HUSD's obligation is such that more than 30 days are required for performance, then HUSD shall not be in default if HUSD commences

performance within such 30-day period and thereafter diligently prosecutes the same to completion.

**Article 19. Remedies for Default and Termination for Cause**

19.1 HUSD REMEDIES.

If ES commits any such material default and breach as defined in Article 18, then HUSD may, at any time thereafter without limiting HUSD in the exercise of any right or remedy at law or in equity which HUSD may have by reason or such default and breach:

(a) Maintain this MOU in full force and effect and recover payments as set forth in Article 7 without terminating ES's right to possession irrespective of whether ES shall have abandoned the Dedicated Space and Shared Space. HUSD can perform all acts necessary to maintain or preserve the Dedicated Space and Shared Space as HUSD deems reasonable and necessary, including removal of all persons and property from the Dedicated Space and Shared Space. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of ES. If HUSD makes the space available to any others, including to HUSD schools, the Agreement shall terminate and ES's and HUSD's respective obligations under the Agreement shall be voided.

(b) Terminate ES's right to possession by any lawful means, in which case this MOU shall terminate and ES shall immediately surrender possession of the Dedicated Space and Shared Space to HUSD. In such event HUSD shall be entitled to recover from ES any unpaid invoices issued pursuant to Section 7.1. Before HUSD exercises any of its remedies of this Section, it must attempt to cure the default through the use of the dispute resolution provision below except where immediate health and safety issues exist.

19.2 ES REMEDIES.

If HUSD commits any such default or breach, then ES may, at any time thereafter without limiting ES in the exercise of any right or remedy at law or in equity which ES may have by reason of such default or breach: (a) terminate the Agreement with no further obligation to HUSD; or (b) maintain the Agreement with HUSD and pursue other equitable relief in a court of law. If ES chooses to pursue the remedy in Section 18.2 then ES shall be allowed to place all fees as they come due in a blocked trust account until such time as HUSD cures the default or the matter is otherwise resolved in a court of law. Before ES exercises any of its remedies of this Section, it must attempt to cure the default through the use of the dispute resolution provision below.

**Article 20. Termination for Convenience**

20.1 TERMINATION BY ES FOR CONVENIENCE.

ES may terminate this MOU for its convenience, by providing 180 days written notice of termination to HUSD. If ES terminates this agreement pursuant to this section, it shall still be required to pay for all costs of the Site Improvements. HUSD shall have no

obligation to provide school facilities to ES-Hayward for the subsequent school year, unless ES has made a timely Proposition 39 facilities request.

20.2 TERMINATION BY HUSD FOR CONVENIENCE.

HUSD shall provide written notification to ES before it begins the surplus property procedure for the Darwin Site. HUSD may terminate this Agreement for its convenience by providing ES thirty (30) days written notice if HUSD has completed the surplus property requirements of the Education Code. Prior to, and as a condition precedent to making a declaration that it intends to terminate this Agreement pursuant to this section, HUSD shall provide a mutually agreeable, reasonably equivalent alternative school facility in accordance with Proposition 39 near DARWIN SITE to Impact Academy. In addition, HUSD shall pay all expenses related to relocating ES to an alternative site, including but not limited to moving expenses. HUSD shall also pay ES the pro rata share of the actual costs for the Site Improvements, for each year remaining in the term of this MOU. (For example, if HUSD terminated in year 8 and 1/2, and the actual cost of the Site Improvements to ES were \$1,000,000, HUSD would owe ES \$150,000 for the remaining year and a half.)

In the event of termination by HUSD pursuant to this section, the Parties shall negotiate a separate facilities use agreement, under which ES shall be obligated to pay its pro-rata share for facilities for in-HUSD students and fair market value for facilities for out of HUSD students.

20.3 MUTUAL RELOCATION NOT DEFAULT.

Notwithstanding any other provision of this MOU, the parties may agree to relocate ES to a mutually agreeable modernized Mt. Eden campus or other mutually agreeable long-term facility without having to reimburse ES for the Site Improvements.

HAYWARD UNIFIED SCHOOL DISTRICT

ENVISION SCHOOLS, INC.

By: Janis Duran  
Janis Duran, Interim Superintendent

By: Bob Lenz  
Bob Lenz, CEO

Date: 5/25/10







Date: 5/4/2010

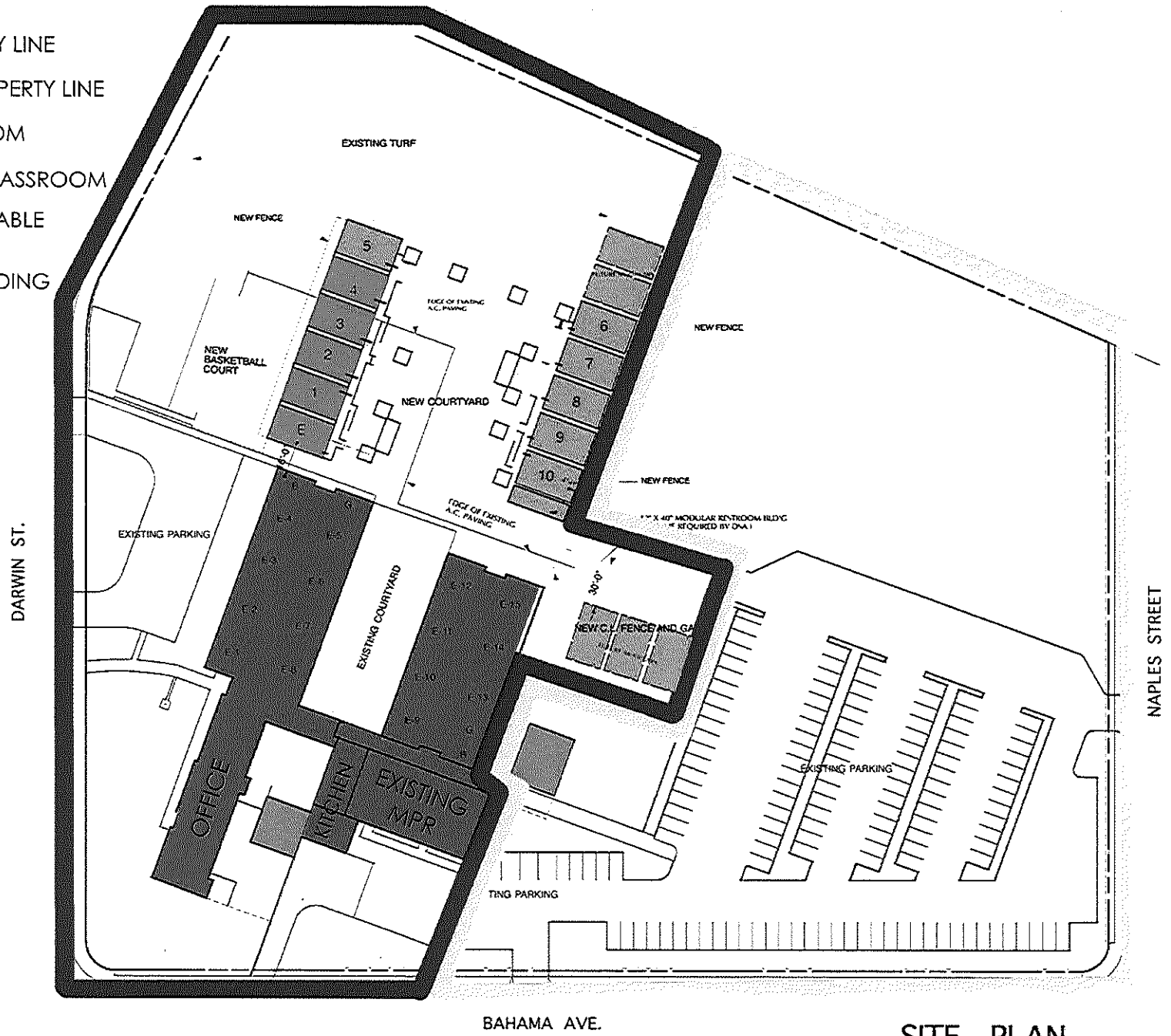
Board Approved: May 24, 2010

AM

**EXHIBIT A**  
**ALLOCATION OF SPACE AT DARWIN SITE**

11

-  SITE PROPERTY LINE
-  DISTRICT PROPERTY LINE
-  EXISTING ROOM
-  PORTABLE CLASSROOM
-  FUTURE PORTABLE LOCATION
-  DISTRICT BUILDING



SITE PLAN



**AMENDMENT  
TO  
MEMORANDUM OF UNDERSTANDING REGARDING FACILITIES USE  
BY AND BETWEEN ENVISION SCHOOLS, INC.  
AND HAYWARD UNIFIED SCHOOL DISTRICT**

This Amendment to Memorandum of Understanding Regarding Facilities Use (“Amendment”) is made, on May 25, 2016 (which date shall be for reference purposes only), by and between HAYWARD UNIFIED SCHOOL DISTRICT (“HUSD”), with offices located at 24411 Amador Street, Hayward, California 94544, and ENVISION SCHOOLS, INC. (“ES”), located at 111 Myrtle Street, Suite 203, Oakland, CA 94607.

**RECITALS**

WHEREAS, HUSD and ES are parties to a Memorandum of Understanding Regarding Facilities Use (“MOU” or “Agreement”), which was effective on May 25, 2010;

WHEREAS, Impact Academy of Arts and Technology (“Impact Academy”) is a charter school operated by ES and organized under the laws of the State of California, and chartered by HUSD pursuant to the provisions of the California Charter Schools Act;

WHEREAS, Impact Academy is located on a portion of the Darwin School Site, 2560 Darwin St., Hayward, California 94545 (“DARWIN SITE”) pursuant to the terms set forth in the Agreement;

WHEREAS, the parties wish to amend the Agreement in accordance with the requirements of Section 15.2 of the Agreement;

WHEREAS, the original term of the Agreement is for ten (10) school years (beginning on July 1, 2010 and ending on June 30, 2020);

WHEREAS, the parties wish to extend the term of the Agreement for an additional seventeen years, ending on June 30, 2037;

WHEREAS, the original Agreement provides for Site Improvements, consisting of the installation and connection of four (4) to ten (10) portable classrooms by the District, in accordance with Section 2.2 of the Agreement;

WHEREAS, as of the date of this Amendment, HUSD has installed and connected exactly four (4) portable classrooms pursuant to Section 2.3 of the Agreement;

WHEREAS, in addition to the Site Improvements under the original Agreement, ES desires to install and connect additional portable or modular school buildings to support the growth of its student population;

WHEREAS, the terms and conditions of the original Agreement related to the portables installed and connected by the District pursuant to the original Site Improvements as set forth in Section 2.2 of the Agreement shall remain applicable to those portables installed and connected pursuant to the original Site Improvements as set forth in the Agreement;

WHEREAS, the additional portables or modular school buildings installed and connected pursuant to this Amendment shall be governed by the terms and conditions set forth in this Amendment;

NOW, THEREFORE, the parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

1. The term of the Agreement shall be extended through June 30, 2037, subject to the default provisions in Article 18 of the MOU which includes revocation or non-renewal of the ES/Impact Academy Charter.
2. For the term of the Agreement as amended herein, the boundaries of the Dedicated Space allocated to ES for exclusive use by ES is extended to include the area on the southern end of campus adjacent to the southern parking lot as depicted in Exhibit A to the Amendment. The space allocated to ES shall be for the purposes set forth in the ES Charter and related uses and on the terms and conditions set forth in the Agreement as amended by this Amendment.
3. The annual "Facilities Fee" beginning in the 2016-17 school year shall be \$50,000 annually, with all other terms of Article 7.2.1 remaining the same.
4. The District agrees and hereby grants permission, authorization, and consent for ES to install and connect, and ES will install and connect up to a total of twenty-six (26) additional portable or modular school buildings ("Additional Portables") in accordance with the terms and conditions of this Amendment.
5. The District agrees and hereby grants permission, authorization, and consent for ES to move and re-install and re-connect existing portable buildings as part of its work to install the Additional Portables in accordance with the terms and conditions of this Amendment.
6. ES shall retain ownership of and title to all portable or modular school buildings installed pursuant to this Amendment. ES may remove the portable or modular school buildings installed pursuant to this Amendment from the DARWIN SITE. However, at the end of the Term the Parties may mutually agree that ES will leave any portables or modular school buildings it installs on the DARWIN SITE when it vacates the DARWIN SITE, and transfer ownership of any remaining portables or modular buildings to HUSD.
7. Conditions of Installation of Additional Portables Pursuant to this Amendment
  - a. ES will develop and submit to HUSD site plans, drawings, specifications, and contact documents (the "New Project Documents") which shall set forth a

detailed description of the proposed installation and connection of the Additional Portables which ES intends to construct on the DARWIN SITE. ES' right to construct the Additional Portables is expressly conditioned upon (i) prior written approval by HUSD of the New Project Documents, (ii) compliance by ES with all of its covenants in this MOU.

- b. HUSD may, at the end of the lease term and at its sole election, require ES to return the site to its May 2016 condition at the expense of ES.
- c. HUSD agrees to serve as lead agency for CEQA purposes regarding the installation and connection of the Additional Portables and will work in collaboration with a contractor selected and paid by ES to comply with all applicable CEQA requirements.
- d. ES agrees not to enter into any loan or funding arrangement pursuant to which any of the Existing Facilities, Site Improvements (as defined by the original Agreement), or portable classrooms owned by the District are mortgaged, assigned, encumbered, pledged or otherwise used as security or collateral. However, ES may enter into a loan or funding agreement pursuant to which the portable or modular school buildings owned by ES and/or other property owned by ES are mortgaged, assigned, encumbered, pledged or otherwise used as security or collateral.
- e. ES agrees to furnish or to hire a contractor to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner.
- f. ES shall pay for the entire cost of the installation and connection of portable or modular school buildings pursuant to this Amendment and shall assume the risk of all costs in the performance of such work. ES will be responsible for all costs, interest and loan fees associated with any loan or funding agreement related to the installation and connection of portables pursuant to this Amendment.
- g. Indemnification and Insurance Related to Installation of Additional Portables Pursuant to Amendment. ES will defend, indemnify and hold harmless HUSD, its governing board, officers, agents, trustees, insurers, agents and employees, against and from any and all liability for damages on account of injury to or death of persons or damage to property or delay or damage to another contractor resulting from or arising out of or in any way connected with the performance of work by ES, its contractor or its contractors' employees, officers, agents, consultants, subcontractors or suppliers, in connection with the installation and connection of the Additional Portables pursuant to this Amendment, including all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it arising out of the performance by ES or its contractor of the installation and connection of the Additional Portables pursuant to this Amendment. This indemnification shall be in addition to the other indemnification provisions contained in the Agreement and this Amendment.
- h. ES shall require contractor to provide general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage, and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.



- i. To the extent required by law, ES shall require contractor to obtain a performance bond in the name of ES and HUSD and a payment bond, both of which shall be acceptable in form and substance to HUSD.
  - j. ES shall require all of its consultants, contractors, subcontractors, supplier's materialmen and agents ("ES Contractors") to comply with and give notices required by bearing on installation and connection of portable or modular school buildings pursuant to this Amendment.
  - k. ES shall require each ES Contractor to have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the contract. Each ES Contractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. Each ES Contractor shall erect and maintain, as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent Sites and utilities.
  - l. Protection of Property. ES shall require all ES Contractors to continuously protect the Additional Portables installed pursuant to this Amendment, HUSD's property, and the property of others on the Existing Facilities and DARWIN SITE, from damage, injury, or loss arising in connection with operations under the contract documents. ES shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of HUSD.
  - m. ES shall be responsible for ensuring compliance with all applicable laws related to installation and connection of the Additional Portables, including but not limited to Public Contract Code section 3300, Labor Code sections 1770, *et seq.*, Labor Code section 1810, *et seq.*, and Title 24 of the California Code of Regulations, to the extent that such laws are applicable to ES. If ES asserts that it is exempt from any statutory provisions related to school construction, including those expressly enumerated above, ES shall defend, indemnify and hold harmless HUSD, its governing board, officers, agents, trustees and employees against and from any and all liability for damages on account of injury to or death of persons or damage to property resulting from or arising out of or in any way connected with ES's compliance, or lack of compliance, with applicable laws in performing the installation and connection of portables. ES shall further reimburse HUSD for all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it including, but not limited to, ES's election not to comply, claims for reimbursement for any construction related funds received from the State, or fines imposed on HUSD as a result of failure to comply. This indemnification shall be in addition to the other indemnification provisions contained in the Agreement and this Amendment.
  - n. HUSD may post a notice of non-responsibility on the Property related to work performed by ES and its Contractor.
8. The Maintenance responsibilities designated in Article 9 of the Agreement shall remain the same, with the exception that all ongoing operations and routine and major

maintenance for the Additional Portables\_in 2016 or later shall be the responsibility of ES.


9. Except as herein modified or amended, the provisions, conditions, and terms of the Agreement shall remain unchanged and in full force and effect.
10. In the case of any inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall govern and control.
11. The capitalized terms used in this Amendment shall have the same definitions set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date set forth adjacent to their respective signatures.

HAYWARD UNIFIED SCHOOL DISTRICT

ENVISION SCHOOLS, INC.

By:   
Stan Dobbs, Superintendent

By:   
Gia Truong, CEO

Date: 6/9/16

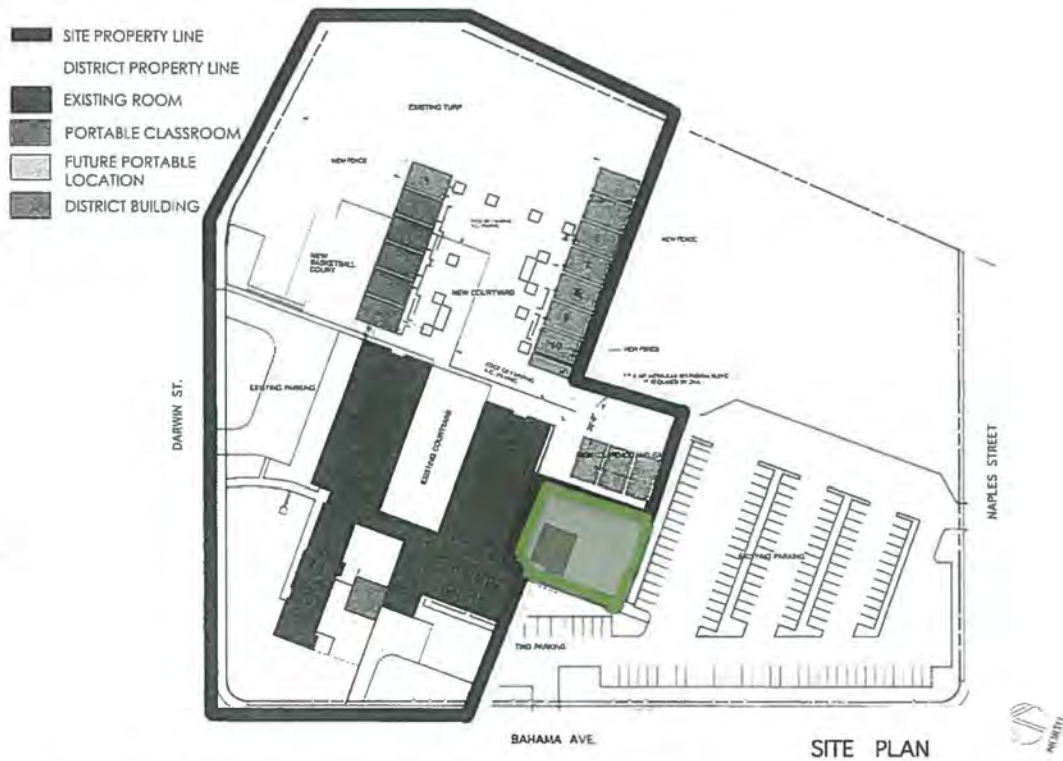
Date: 5/13/16

Board Approved: 5/25/16

# EXHIBIT A

TO THE  
AMENDMENT  
TO

MEMORANDUM OF UNDERTSANDING REGARDING FACILITIES USE  
BY AND BETWEEN ENVISION SCHOOLS, INC.  
AND HAYWARD UNIFIED SCHOOL DISTRICT



ENVISION SCHOOLS    IMPACT ACADEMY of ARTS & TECHNOLOGY