

# GRIZZLY CHALLENGE CHARTER SCHOOL: A Champion for Positive Change



Countywide Charter Renewal Petition and Supporting Documents

Submitted to the San Luis Obispo County Board of Education San Luis Obispo, CA

**April 2018** 

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I, Paul Piette, hereby certify that the information submitted in this petition for the renewal of a California public charter school named The Grizzly ChalleNGe Charter School ("GCCS" or the "Charter School"), authorized by the San Luis Obispo County Office of Education ("SLOCOE" or the "District") is true to the best of my knowledge and belief; I also certify that this renewal petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter renewal, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- The Charter School declares that it shall be deemed the exclusive public school employer of the employees of The Grizzly Challenge Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all students who wish to attend the Charter School; unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Sections 47605(d)(2) and 51747.3, admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of

- the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities Education Improvement Act of 2004.
- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools is required to hold. As allowed by statute, flexibility will be given to noncore, noncollege preparatory teachers. [Ref. Education Code Section 47605(I)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. Education Code Section 47605(d)(3)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(c)]
- The Charter School shall comply with any applicable jurisdictional limitations to locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]

- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- The Charter School shall comply with the Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

Paul Piette

Principal/Director

Grizzly ChalleNGe Charter School

<u>4-10-18</u> Date

# Introduction and History

# Twenty Years of Positive Change - One Young Person at a Time

As an equal partner in Grizzly Youth Academy (GYA) with the California National Guard, the Grizzly Challenge Charter School (GCCS) is an alternative intervention program currently authorized to serve at risk youth in grades 9-12. GYA intervenes in the lives of the many teenagers who choose to come live and learn in a residential program designed to redirect the lives of at risk youth toward productive work, healthy lifestyles, responsible citizenship and lifelong learning. Every GCCS student enters the program at risk of dropping out of school, credit deficient, habitually truant, and/or expelled. The Grizzly Challenge Charter School is responsible for providing leadership, education, and opportunities in this intense five-month experience that offers young people from across the state "a second chance" after difficult histories of academic failure, chronic truancy, crime, or other risk behaviors. They arrive desiring change but lacking skills and experience to turn their lives around. They graduate transformed. Ready to return to their communities and continue their path to adulthood on firmer footing, with new confidence and humility, with respect for others and respect for themselves, with knowledge and curiosity, with the wisdom of experience and a plan for their next steps in life.

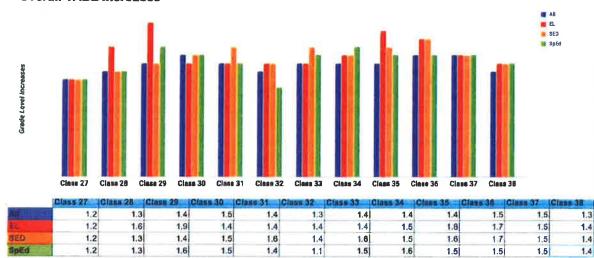
Grizzly is now entering its twentieth year operating as a charter school (its fifteenth as a "countywide" charter) and has a lot to celebrate with its program partners – the California National Guard and the San Luis Obispo County Office of Education. Since opening its doors to its first class in 1998, Grizzly Challenge Charter School has served over 7000 adolescents from almost every county in California. The school has grown from a modest population of 73 in its first graduating class to 186 completing "Class 38" in 2017.

# **Academic Change**

Grizzly Challenge Charter School transforms its students' academic prospects. Most enroll in the program with histories of academic failure, as high school dropouts and/or woefully deficient in credits. In the 22 short weeks that make up a Grizzly semester, students are on average jumping 1.4 grade levels as measured by the TABE (Test of Adult Basic Education). TABE is given to all students first week of the program and again by week 18. The pre and post test results are a snapshot of the students' reading, language and math abilities on that test date and identify the grade level at which students are performing. The following table shows this trend across twelve Grizzly cohort groups from 2011 to 2017.



# **Overall TABE Increases**



EL= English Language Learners; SED=Socioeconomically Disadvantaged; SpEd= Special Education Students



Since 2003, Grizzly ChalleNGe Charter School has been approved to participate in the Alternative School Accountability Model (ASAM). Schools are eligible to participate in ASAM if at least 70% of student enrollment is comprised of high risk groups. High risk groups include the following:

- Expelled students
- Students suspended more than 10 days in one school year
- Wards of the Court or dependents of the court
- Pregnant and/or parenting students
- Recovered drop-outs
- Habitual truants
- Habitually insubordinate or disorderly students
- Students retained more than once during grades K-8

In July 2017 the State Board of Education adopted new criteria that define alternative schools in the new California School Dashboard (Dashboard Alternative Schools Status (DASS)). In addition to the previous defined high risk groups, the CDE now includes the following additional criteria for alternative schools:

- Credit deficient (students who are one semester or more behind in the credits required to graduate on-time, per grade level, from the enrolling school's credit requirements)
- Gap in enrollment (students who have not been in any school during the 45 days prior to
  enrollment in the current school, where the 45 days does not include non-instructional days
  such as summer break, holiday break, off-track, and other days when a school is closed)
- High level transiency (students who have been enrolled in more than two schools during the
  past academic year or have changed secondary schools more than two times since entering
  high school)
- Foster Youth
- Homeless Youth
- Emotionally disturbed students

Many students come to GCCS one or more semesters behind in credits and not on track to graduate. Despite these deficiencies, over the past five years, GCCS has graduated nearly 800 students (numbers will increase at end of 2017-2018).

	Diploma	CHSPE	HiSET/GED			
2013-14	126	9	14			
2014-15	157	7	8			
2015-16	169	6	9			
2016-17	158	0	10			

# Personal Change

Grizzly Challenge Charter School gives young people a chance to reinvent themselves on a personal level. The opportunity to step away from previous patterns, environments, relationships and behaviors opens up a new view for each student on her potential, on his confidence, on her abilities, on his future.

A student survey conducted at the end of each program cycle provides perspective on the inner transformation that our students experience during their time with us. Below is a sample of student responses from 2015 to 2017. As the data show, nearly all students leave the



program feeling successful at that school. Well over 90% return home with a sense that they have a good plan for their futures. They feel respected and cared for by their teachers, they have a sense of belonging, and they are confident in their improved academic preparedness. A monumental accomplishment for over 7000 high-risk youth who have arrived at our doorstep over the years having lost their way, lost their self-esteem, lost their connections to positive role models, and lost their sense of purpose. For them and the many more we hope to serve in future years, Grizzly offers a new start.

Please rate bow much you agree or disagree with the following statements:	Strongly Agree	Agree	Agree Total	Disagree	Strongly Disagree	Disagree Total	N/A	Total Response
I feel safe at this school	68°5	30%	98%	1 <sup>u</sup> 'o	1%	2%	m.	675
I feel welcome and accepted at this school	55%	37%	92%	6%	2%	8%	0%	675
I feel like I try my hardest in my classes	60°=	36%	96%	$v_+$	1"-	4%	11%	675
My teachers treat me with respect	59%	35%	94%	5º/n	1"%	6%	0%	675
feel the classroom rules are fair	44%	45%	89%	80%	3%	11%	0%	675
I feel the classroom rules are enforced	40°5	48%	88%	10%	20%	12%	0%	675
My teachers help me gain confidence in my ability to learn	59%	35%	94%	5%	10%	6%	()9%	675
My teachers care about me	52%	40%	92%	6° 'a	2º%	8%	0%	675
My teachers make learning fun	41%	41%	82%	14%	4" -	18%	()0.6	675
My teachers challenge me to do better	50%	43%	93%	60%	10%	7%	0%	675
When I ask for it, the school staff gives me individual help	50°5	43%	93%	60:0	100	7%	0%	675
am prepared for the real world in my ability to write	36%	5.3%	89%	9%	1%	11%	0%	675
am prepared for the real world in my ability to read	53%	43%	97°4	2***	10%	3%	0%.	675
arn prepared for the real world in my ability with mathematics	37 <sup>02</sup> ,	47";	84%	130%	3%	16%	0%	675
am prepared for the real world in my ability to present information	46***	48%	95%	5%	126	5%	0%	675
am prepared for the real world in my ability to use technology	48%	46" "	9411/0	5%	10%	() <sup>6</sup> / <sub>0</sub>	1650	675
am leaving Grizzly with a good plan for my future	69°5	28"+	97%	20%	2"11	3%	0"16	675
feel successful in this school	720%	25##	97%	2"6	1*%	3"%	0%	675

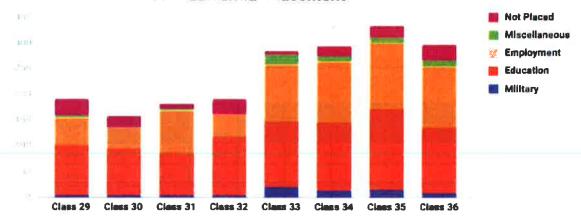
# Life Change

Grizzly Challenge Charter School is excited about its students' accomplishments while they are enrolled in the residential program. However, it is what they achieve after they leave Camp San Luis and return to their communities that is the most impressive and telling mark of their – and our - success. GCCS and National Guard staff maintain regular contact with all Grizzly graduates for a full post-residential year and keep records on their progress toward academic, career and other life plans. Data in the tables below are collected by National Guard staff and show that, on average, 87% of program graduates remain consistently and solidly engaged in school, jobs, or the military one year after



completing Grizzly (note that students can be actively involved in more than one area (e.g. working while enrolled in school or concurrently enrolled in high school and community college).

# Post Residential Placement



Placement	2012-13		2013-14		2014	-2015	2015-2016	
	Class 29	Class 30	Class 31	Class 32	Class 33	Class 34	Class 35	Class 36
Military	5	6	6	5	21	15	17	11
Education	97	90	82	112	127	131	156	126
Employment	53	40	82	45	110	119	128	118
Miscellaneous	5	11	3	0	20	11	10	12
Not Placed	31	21	10	29	7	18	22	30



# **Program Completion Rates**

Grizzly Challenge Charter School is intended to serve as a transition program. Students can enroll at any point between their 10<sup>th</sup> and 12<sup>th</sup> grade school year. Students who complete the 22-week program graduate with a diploma, return to their home school, continue their post-secondary education, join the military, or enter the world of work. Traditional completion rates are not applicable to our program. Therefore, we have included a chart that more clearly demonstrates our program completion rates indicating students who did not complete the program and the reasons why. Over the past three school years, the 92% of the students complete the program.

School Year	Chass	Intake	Graduated	Separation Total	Failure To Return After Pass	Left At Own Request	Left at Parents Request	Medical	Substance Abuse	Unacceptable Behavior
2014-2015	Class 33	211	202	9	0	3	0	0	0	6
	Class 34	212	191	21	3	6	1	2	0	9
2015-2016	Class 35	222	208	14	0	4	2	1	1	6
	Class 36	211	185	26	4	2	3	2	3	12
2016-2017	Clase 37	222	203	19	1	2	1	1	1	13
	Class 38	204	186	18	0	5	2	2	0	9

# Local Control and Accountability Plan (LCAP)

GCCS annually produces a Local Control and Accountability Plan (LCAP) using the LCAP template adopted by the State Board of Education pursuant to Education Code Section 47606.5. GCCS submits the LCAP to the GCCS Board of Directors and SLOCOE annually on or before July 1, as required by Education Code Section 47604.33. The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter and shall be maintained by GCCS.

Pursuant to Education Code Sections 47605(b)(5)(A)(ii) and 47605(b)(5)(B), GCCS has established goals, actions, and measurable outcomes both schoolwide and for each student group of pupils, which address and align with the Eight State Priorities identified in Education Code Section 52060(d). Each of these goals addresses the unique needs of all student groups who attend GCCS, including low income students, English Learners, and foster youth. The metrics associated with these goals will help GCCS to ensure that these specific subgroups are making satisfactory progress and are provided with necessary additional supports made possible by supplemental funds from the Local Control Funding Formula. Each of GCCS's goals, and measurable outcomes are listed below, along with the specific metrics that will be used to monitor progress toward achieving these goals.

# Accomplishments / Significant Developments

- In 2014-15 five new classrooms and an administrative building were constructed providing additional space to develop and grow the academic program.
- An increase in LCFF revenues in combination with the increased building space resulted in

- significantly increased services to students as key positions have been added.
- Taking advantage of the newly added classrooms, we have increased the number of teachers on staff and reduced class sizes. The reduction in class sizes has led to an increase in individualized attention and support for students.
- In 2017 we hired an additional full time academic counselor bringing the total to 2 FTE to support approximately 240 at risk youth providing greater ability to deliver direct services to support students while at Grizzly and to work more in depth with them on their transition plans (MAPs).
- Increased the RSP position from .5 to 1.0 FTE to continue to provide appropriate services as well as work more closely with general education teachers and classroom instruction.
- Tutoring services have been contracted in the evenings, outside of school hours, to provide additional academic support to students and one to one instruction.
- We have greatly increased our emphasis and implementation of CTE. All students, during their 22 week residential program participate in a Career Planning course, set goals, develop career paths, take a hands-on CTE course through Cuesta Community College, earn a total of 4 college credits while enrolled at GYA and are eligible to apply for Internship experience in support of preparing them for careers.
- Institutional Technology infrastructure has been substantially improved through the repair and access to fiber optics in our facilities. We have leveraged the connection to fiber to create meshed Wi-Fi throughout all school buildings and barracks. The increase in infrastructure fosters a greater efficiency for staff and students and a greater delivery of 21st Century skills.
- Independent Study has an increase of students who have completed the residential phase. Created to support our students in their Post Residential phase by supporting their pursuit of academics as well as supporting their life changes, this program is having a dramatic effect in the Post Residential success of our students. Beyond academic instruction, it effectively operates as a mentoring and case management system coaching and holding students accountable to retain the Grizzly mindset, make positive choices, and pursue goals.
- Transition Specialists hired by the program have increased from one person to eight. This program has allowed us to provide Post Residential support in five counties to students after their graduation and their transition back home.

# **Student Perspectives**

The following narrative comes from a qualitative assessment of our program (Exhibit B) completed by the *Veritas Research and Evaluation Group*, and describes student perspectives of the Grizzly Youth Academy program:

# **Findings**

"Coming to Grizzly was like winning the lottery."

...Behavior is driven by perspective; that is, people perform actions based on what they think, feel, and believe. Therefore, it is critical for those who seek to understand behavior to understand the perspectives that underlie it. Take, for example, the construct of fatherhood. Some people have attached to their experience of fatherhood meanings such as "love, support, warmth, or security." For others, the same construct may carry meanings like "absent, detached, abusive, or unreliable." The key idea here is that different perspectives of the same construct will often produce different behavior.

Those who attempt to change negative conduct among at-risk youth without also modifying their underlying belief systems may observe "new and improved" actions revert to "old and familiar" patterns as time progresses. This failure to sustain change highlights the importance of relying upon perceptual conversion when attempting to transform self-destructive behaviors so evident among this population.

This point is paramount for Grizzly teachers and National Guard cadre members. Data from the study suggest Grizzly students enter the program with substantially more aberrant perceptions (e.g., fatalism, learned helplessness, poor self-esteem) than those of non-at-risk adolescents. It is not surprising, therefore, that their behavior, an expression of these perspectives, can be initially toxic and highly problematic.

# ■ Mindset Evolution

The first significant finding from data analysis highlights the success of Grizzly Academy teachers and cadre members in altering student perspectives or mindsets and behaviors that flow from them. First introduced in 1975 by social psychologist Carol Dweck, the theory of fixed versus growth mindset hypothesized that "people who attribute their failures to lack of ability...would become discouraged even in areas where they were capable. Those who thought they simply hadn't tried hard enough, on the other hand, would be fueled (to greater effort) by setbacks" (Dweck, 2008).

According to students, their fixed mindsets are challenged by instructors from the moment they begin the program. Cadre members and teachers continually communicate their refusal to accept students' negative self-beliefs. They work on changing students' mindsets from learned helplessness and blame to empowerment and self-confidence. Students describe this shift in perspective by stating, "I am responsible and can direct my future" instead of claiming, "My life is dictated by circumstances beyond my control." The following excerpts from student narratives provide evidence for the conversion from fixed to growth mindsets:

Before, I would not push myself. I thought like that. Here I've pushed myself to achieve things I would not normally feel comfortable doing. Like my grades have improved a lot. At my old school I was average at a C or D. Here I've pushed myself to earn all As....They teach us to recognize our mistakes and how we can improve them and why to improve, the reason behind it.

I was oblivious and kind of ignorant about how important school is. Now I realize how important school is and how it can determine my future and who I am going to be. And that's where Grizzly came in and really changed my life. They make you realize real life. They teach you the tools to be a man. At first, I didn't listen then it started to make sense. I got down with it. They want you to step it up and be a man.

I see life differently now. I never used to get along with my Mom. I wouldn't really pay attention to all the things my Mom would do. She's a single mom, and she works so hard. And now I appreciate everything. I want to show my little sisters a good example. I know I can be better, and I never say "can't" anymore. I'm thankful for everything. I'm so blessed. I never take anything for granted now, 'cause you never know what could happen.

Grizzly made me get out of my comfort zone and made me do things I never thought I could. Before coming to Grizzly, my step-father would always put me down, so I was always falling behind. I came to Grizzly, and I learned I am smart, and I won't let others put me down. I can do it if I work hard. Now I know I have potential. I used to hate learning, and now I like it. Grizzly taught me who I was, who I am, and who I want to be in my future.

Before coming here, I never thought about college or anything. I was hanging out with gang members. I really didn't think I'd be alive right now 'cause of gang related stuff. I've already been stabbed. My friend, she was like me, and she went to Grizzly. When she came back, she was different. I asked her, and she said it was Grizzly. So I wanted to come because I want to change my life

# ■ The Power of Expectation

The second noteworthy finding is closely linked to the first and is referred to here as the Pygmalion Effect, which is based on the work of Rosenthal and Jacobson (1968). Simply put, the theory states that high expectations lead to improved levels of performance. At Grizzly, students say cadre and teachers continually communicate high expectations for both students' personal and interpersonal actions, and this improves motivation because they seek to please staff by meeting or exceeding those expectations. When students rise to the level of expectancy established for them, it creates a strong sense of self-agency, an important aspect of the growth mindset. The following excerpts illustrate changes in students' perspectives because of high expectations:

Grizzly really changed me a lot 'cause they really expect me to work. They make us think about our future and see how our past was leading us the wrong way. They expect us to think differently, so we don't make the same mistakes.

Before I came to Grizzly like I didn't have any motivation. Now, I'm completely different....They expect us to set goals and achieve them. So I joined Run Club, and I hated running, but I completed a half-marathon, and I am really proud of myself for cloing that.

Teachers and cadre here help you... get to where you want to be. They tell us they care all the time, and I think like we all do our best because we do not want to let them down.

Here they give us motivation and positive messages like, "You are smart, you are not finishing work because you are talking." Here the correction is positive. They expect you to get it right, to step it up and do better.

They use humor here. They make it fun. They engage us. They care about us. Teachers here like teaching. They are active, walking around, and getting your attention. They teachers push us, and they don't give up, so we don't give up.

As students discussed their evolving mindsets, they said faculty and cadre members continually expect students to push beyond self-imposed limitations and beliefs. As a consequence, students experiment with new behaviors and discover talents and interests of which they were unaware. As one student said:

I never liked reading until I came here. Now, I'm like reading so many books; it's weird. I never knew I could like reading. Same with math. I'm having fun doing it. I'm surprised because I didn't think I could do it. Back then, I would just give up 'cause I told myself this is just too hard. Now, it's easy.

# Fragile or Resilient?

Data indicate at-risk students may be much more psychologically and emotionally resilient than previously thought. This finding counters a popular and wide-spread notion in American K12 education that at-risk youth are fragile and should not be pushed beyond their perceived capabilities so as not to harm their already delicate sense of self-esteem. Fragility-oriented thinking is the antithesis of the *Pygnalion* thinking and, in light of students' descriptions about their non-Grizzly school experiences, it reinforces perspectives of themselves as weak, helpless, and incapable.

Fortunately for Grizzly students, both teachers and cadre members appear to reject the fragility concept and, according to interviewees, reinforce the belief that students are robust and durable—that they can overcome any obstacle with enough effort. Students praise staff for communicating this resiliency message:

At my old school, if you didn't get it, the teachers were like "tough luck." It was easy to slip through the cracks, and I didn't care because my teachers care. I used to smoke (marijuana) in the back of the class, and the teacher would just tell me to put it away. I used to shoot dice with my boys, and she wouldn't say anything. We were like the "had kids" in the class, so she didn't ask us to do much. Mostly, she left us alone. But like here it's way different, I never did my work so much. Here, you have no choice. I'm learning so much. Back home I would not learn crap. I'd just he out and about doing nothing. I came here, and I stepped it up. I never had straight A's in my life. Here I have like a 3.8 'cause I stepped it up.

Before coming here, I wasn't fit at all. I never did any kind of exercise. And when I came here the first two weeks, I was so sore, I was like "Oh, my God." I couldn't even get off the hed. After that, I got used to it. If you don't give up, you can do things you never thought you could do.

The cadre and teachers didn't give up on me. That's something I never had in before. Everybody in my life has given up and said, "Oh, you're too messed up and not going to graduate high school, and you'll like be out on the streets. And of course, I thought, okay, I guess I am. Here it's not like that. The teachers, they like say all the time that you are going to succeed and fulfill your dreams. My GPA went from a 1.8 to 4.0. I mean, I knew I could do better if I wanted to 'cause basically I'm a strong person, but if I hadn't come here, I would not have made it.

# Symbiosis of High-Touch Schooling and Get-Tough Military Structure

As students discuss their Grizzly perspectives, they describe how the educational and military components of the program work together in symbiosis to help them achieve their goals. This finding highlights a distinctive core competence of the Grizzly Youth Academy Program—an interdependence that makes the Grizzly "whole" stronger than either school-based intervention or military boot camp by itself.

The literature about at-risk students is replete with examples of school-based interventions designed to change harmful behavior (Hennessy, & Tanner-Smith, 2015). And while some demonstrate effectiveness by promoting higher levels of academic success, decreased rates of drop out, or lower levels of destructive behavior like drug or alcohol use, they do so with varying degrees of effectiveness (Hanover Research, 2014). The same can be said about boot camp for at-risk juveniles, which evolved from programs used in the adult criminal justice system (Montgomery,

McFall-Torbet, Malloy, Adamcik, Toner, & Andrews, J., 1994). A large-scale meta-analysis of these programs by Lipsy (1992) concluded that differences in recidivism rates among boot camp participants and those of general population peers were not significantly different. Similarly, the MDRC study did not find a statistically significant difference on measures of criminal behavior, health, or lifestyle three years after program completion between National Guard Youth ChalleNGe Program participants and non-participants (Millenky, et al., 2011).

Given the mixed results of intervention effectiveness, the authors questioned why the Grizzly Youth Academy outperforms other programs on measures of high school completion rates and participation of its graduates in post-secondary vocational training or college. The answer, according to students, is Grizzly's distinctive combination of what is referred to here as "hightouch" schooling and a "get-tough" military structure. Student perspective data provide evidence of the benefits of blending these two approaches. Sub-themes are presented here to explain students' viewpoints on each element of the symbiosis.

# A Culture of Caring

Grizzly Youth Academy cadre and teachers communicate a deep sense of individual care and commitment to students, and this radically influences students' mindsets about school. Many contrast Grizzly with previous school experiences where they perceived no one was concerned about them. They speak openly about the positive impact of having strong interpersonal relationships with the staff because it makes them feel cared for, valued, and important. They talk about satisfaction of being treated respectfully by adults—an experience many of them say happened for the first time in their lives when they came to Grizzly:

The cadre has gotten to me. I tell the cadre, "You guys are like a Dad to me," 'cause I never had a real dad, just my step-dad. They make me feel good about myself. They motivate me with their speeches. They are there for you.

Back in my old school, I had a math teacher who was like really rude to the students. He was like one of those teachers who had a bad attitude, and when he had a bad day, he would take it out on us. That's why I skipped his class a lot. We would argue because if he's talking to me bad, I'm going to talk bad right back at him and not take it. Here, they have respect for you, but you gotta have respect for them too.

The cadre, they break you down and create a foundation that you can stand on. Then they give you what you need—you have to use it. First, they break you down and test you. They build you up and teach you how to be a team to think about others.

The teachers...like I didn't get any additional help at my old school. Teachers here take time. They help us to get good grades. They know we can do it. I really like being here at Grizzly. The teachers are wonderful. I'm going to miss them so much. I asked one if I could take her home as my tutor.

My cadre went with me to court. He took time and went with me 'cause it was a bad case. But he went with me, and I got to stay at Grizzly. If it weren't for him, I'd be locked up right now. That whole experience made me realize a lotta stuff about myself, and the cadre made me face things I didn't want to face.

I love Grizzly, I really do. I wish I could stay here, but we have to go home. I want to thank all my cadre because they taught me a lot. All the lessons, discipline, motivation, teamwork. It's taught me a lot.

# Small Class Size

This sub-theme is supported by copious research stating at-risk students learn best in smaller classes (see Finn, 1998). Not surprisingly, Grizzly students repeat this theme. They describe benefits of reduced class size such as greater accountability for learning, more individualized assistance, and fewer distractions:

My other school was very large and an open campus, and here it's smaller, and you get more attention. There are fewer distractions here. The teachers are always helpful here. Here is better because I'm on top of my work.

In my other schools there was less accountability; here you have to do your work. It was easy to fall through the cracks. I didn't have a support system there. Here if you don't pick up your pencil, they go right to you. There is never a moment when you need help and don't get it. Like they probably sense that you need help, and they go right to you.

Before I came to Grissly... I didn't pay attention in class. I would get like a D and the teachers never pulled me aside and said, "Oh, like you are getting low grades, what's happening?" And like here, if we drop a letter, we get pulled aside and get help.

Once they see like that you need help, they help you until you get it, until you understand it. That's what I like about this school. If you don't understand your work, they'll help you step it up. They keep helping until you understand.

# Single-Sex Classes

Both male and female interviewees emphasize they learn better in single-sex classrooms. This finding is consistent with a number of studies that indicate students of both sexes prefer within-sex associations, especially in learning environments (Mael, 1998). Although students say they enjoy the attention of the opposite sex, narratives reveal it is a major distraction that diminishes classroom participation and experimentation, especially among females. Girls say all female classes challenge learned "girl" behaviors such as "stay quiet," "don't appear smart," "don't ask questions," and "don't upstage the boys":

We hate not having the girls in class but honestly, it's a really good focus for us. Girls were a big distraction because the guys, you know, we are always showing off during class and stuff like that.

Being only with girls helps us. When we're together in class [hoys and girls], then some boys, they like, flirt a lot, and that distracts the girls. But here in classes with just girls we don't distract each other, we help each other. It's so much easier to pay attention.

School is really easier without boys in the classroom. It's not a distraction with girls because you don't think like 'He's looking at me, do this or that.' The girls respect you when you are trying to do your work.

I like this 'cause we don't interact with the guys 'cause that was a distraction. But here, it's just girls, and I think we focus more. It feels more comfortable, too, with just girls. I ask more questions and speak up more.

# Disciplined Learning Environment

When given the opportunity to choose between classes taught by teachers who keep "loose" classroom control and those who maintain well-disciplined classrooms, almost all students want

orderly classrooms because they believe they learn best when they can focus without distraction. Rules, structure, and order all create a learning environment that promotes engagement and focus, two variables that profoundly affect the learning of distractible, at-risk students (Gentilucci & Gentilucci, 2016). Even though they prefer controlled classrooms, students say rules should be justly and respectfully enforced. More specifically, students say there must be a "system of justice" in place that ensures a reasonable balance of rewards and punishments, no favoritism, and no targeting of particular students for excessively harsh discipline.

An important perceived outcome of well-ordered classrooms is the elimination of distractions that were pervasive in students' home schools. These include classes with members of the opposite sex, unruly peers, friends, cell phones, substance abuse, fights, truancy, noise, teachers with poor discipline habits, eating food during class, blatant disrespect for teachers, students who are not interested in learning, and lack of accountability. This perspective is well articulated in the following narratives:

On one of my home passes, I went to visit one of my favorite teachers at my old school. I was shocked when I walked in because everyone was just talking and the teacher was not taking control. What I noticed was that most teachers do not take control of the class in most public high schools. But here, they'll bring in the cadre or the teachers will take care of it themselves. They want their classrooms to be quiet. It's so much easier to focus and learn here.

At my old high school, sometimes teachers slept, or they were always on their cell phones. There was a game on the phone we all liked and the teacher, we added her as a friend, and we'd be playing her during class. It was a trivia game. I even went to a different class, and I'd still be playing her. Other teachers would come in and just give us books and say read this and they wouldn't care if you did it or not. You could sleep or walk out of class. I would not pay attention. I would fall asleep because I felt I didn't know how to do this, and I'm just going to fail anyway. Why waste my time?

# Teaching for Mastery

Although mastery learning is not a new concept (see Block, Everson, & Guskey, 1995; Bloom, 1989), it is important to discuss its role in Grizzly classrooms because students say this strategy is widely used by their teachers, and it helps them learn more effectively than other instructional approaches used in their former schools. Several aspects of mastery learning emerge from perspectives about school at Grizzly: 1) dividing curriculum into manageable portions and teaching it step-by-step using appropriate pacing; 2) testing for understanding vis-à- vis quizzes and assignments; 3) using results of these measures to provide immediate and corrective feedback; and 4) scheduling the school day to permit in-depth engagement with learning. Students explain why each helps them learn more efficiently:

Out there you don't see the steps you need to learn. Here you see those steps, and you take them. I never thought I would graduate before. Now, I get to graduate on time.

But here the teachers take their time. They explain it slowly and clearly. They go at the pace you want them to go, and they teach you step-by-step. There are extra staff walking around helping you during class, and you can get help at lunch if you want it.

These teachers here are really good. They teach you well. They make sure you know it. My old teacher just went through it once and then sat down, and I was like," What?!" But here...they help you until you get it

until you understand it. That's what I like about this school. If you don't understand your work, they'll help you step it up. They expect you to understand it, and they won't accept excuses.

If you mess up on a test or something, they tutor you and show you where you got it wrong. You can stay at lunch, and they'll teach you again. They keep going over it until I get it. They help me even after class. Teachers didn't do that at my other school.

At other schools, you go six hours a day, and you get tired out. Here they have block scheduling, so you have more time in classes to focus, and we have more time to interact with the teachers and get help when we need it. We also get study hall to help us with our homework.

# Safe and Healthy Setting

Students who attend the Grizzly Youth Academy perceive that its location on a closed military base creates a haven from people, events, or behaviors that threaten their well-being or, in some instances, their lives. The secure setting provides a sense of protection that many have never known. Consequently, students say it reduces anxiety about personal safety and allows them to focus more intently on academic work. Students relate how these feelings contrast with their perspectives on their home communities. There, street-honed survival instincts make it challenging to think about school or anything other than staying safe in the present moment.

Additionally, students with little or no home structure or supervision shoulder the burden of making adult-level decisions about their health, safety, and mental wellness, which can profoundly alter future quality of life (e.g., joining a gang, engaging in unprotected sex, experimenting with addictive substances, or eating foods that lead to obesity). Upon entering the residential phase of Grizzly program, the locus of personal control transfers temporarily from attendees to program staff, and students are no longer expected to raise themselves alone. For many, Grizzly's clean and sober campus and predetermined schedules, routines, and responsibilities provide welcome relief from the burden of substance-related temptations or unguided decision-making:

Honestly, I didn't actually think I'd make it to age 18 because I was involved in a lot of gang activity and stuff...I was at a football game with my brother and some of my boys, and there was like a gun fight and one of my boys, he like, got shot up and...(tears). But not here, I feel safe here. Like this is our world. When I went home, it was scary in the real world 'cause things are worse out there. But here you don't have to worry about anything. It's safe.

Here there is a lot of structure, like military style. We don't have the drugs and fighting and problems of other schools 'cause this is a military base. You can get away with a lot of things at others schools but not here because of the structure.

This place is clean, I mean like there are no drugs and no bad influences. There is not much to do except get your work done. That's what I like. There are no drugs in here, and after a certain amount of PT, your body doesn't want the drugs anymore.

Back home at my other school, I used to go to practice high or drunk, so my fitness fell off. I got kicked off the team. I started to gain a lot of weight. But you can't be here and do drugs, and that saved me.

In addition to becoming drug-free, students learn basics of self-care that are usually not part of their home routines. Many speak about growing up in "food deserts" where shopping for

groceries at gas station mini-marts or liquor stores is the norm. Lack of knowledge about nutrition leads many to eat a constant diet of junk food or to skip meals. In contrast, Grizzly staff teach proper nutrition and provide the means for students to eat well and exercise often as necessary steps to becoming healthy adults.

Students speak positively about the military-like physical fitness program at Grizzly. Many are surprised at the health transformation they experience because of this rigorous program component. Not only does it improve overall well-being, but it also provides a substantial boost to students' self-image:

I am healthier here, both physically and mentally. Grizzly really does make a big difference...I feel more confident about my body and health now (female).

Before I came here, I didn't know how to run. I would lose breath automatically when I started running. Here, the cadre taught me how to breathe, and now I can run a good amount. I ran a half-marathon, 13.1 miles. Before here I couldn't even run to the refrigerator!

Before I weighed 216, now I weigh 178. At first, you're huffin' and puffin' and can't even do a push-up. The cadre, they are our P.E. teachers, and we get smoked a lot. The cadre believes in staying fit because it's the military. We do this thing called making the wall sweat. It kicks our butts, but the cadre makes us realize that our hard work pays off.

When I was back home, I wouldn't eat actual food because my body wasn't hungry for it. Like if I ate like it was two or three bags of chips a day. Here it's like vegetables, chicken with rice. It's different eating real food here.

The chow here is amazing. Not home cooked meals, but it's amazing. I love the food here. They don't give us too much or not enough...it's like a really good amount. We get portioned meals...like 2000 calories for the whole day. This mukes us not binge eat.

They took a picture of us when we first got here and one now. When you look at the first picture you are like, "Oh, wow! I look so out of it." And now my face glows. I actually like looking at the two pictures because it helps me understand how I was before.

# Planning for a Successful Future

Low-achieving students who struggle with fatalistic perspectives may see little or no value in planning for a future they believe will be filled with more of the past. However, at Grizzly, students speak positively and optimistically about what lies ahead. In particular, they describe the beneficial nature of life-planning tools such as My Action Plan (MAP), which compel them to think realistically about career and educational ambitions and the steps necessary to achieve them.

Before I came to Grizzly, I didn't care about a lot of things. I didn't care about school. I didn't care about my physical fitness. I didn't care about the people around me. I was just like living a life of "whatever," you know. Life was going by, and I was just stuck, and I was thinking, "What am I going to do with my life?" Now I have my action plan to join the military after I graduate, and it will help me keep making good decisions and moving forward after I leave here.

I wasn't really thinking about my future before I came here. It was just like "Whatever." I really didn't care what my parents said. I started hanging out with the wrong people. The cadre gave me a wake-up call. They told me I have to step it up if I want to go somewhere. Now, I want to go to college and go into law enforcement or nursing.

I really like my career planning class because it's giving me new ideas about what I can do. It's opening up doors. I want to go to college and become a counselor to work with at-risk teens.

They have job training and internships so you can get a good job. They offer culinary arts and automotive and lots of other opportunities. It really helps you a lot. I have a retail class, and I'm going to get a customer service certificate, and I have a food service certificate. We also do community service.

Back home I didn't have my priorities straight. I look at things from a different perspective now. My diploma is one of my priorities, so it's a lot easier for me to focus here and get my work done. I have the discipline now to stay focused.

Everyone in high school should go through a program like Grizzly. Some of my friends are straight 'A' students, but they don't know what they want to do in life. It's pretty amazing what a couple of months can do for you—following a structured lifestyle. That's why I think everybody should go through this so they can figure out what they want to do.

Two additional leitmotifs permeate discussions about the life-coaching component of the Grizzly Youth Academy Program: 1) students are inspired by staff who communicate that students' histories do not define their futures—their lives can be lived with dignity and purpose; and 2) staff reaffirm students' agency over their responses to life's eventualities—they are continually reminded that they are not helpless victims of circumstance.

These leitmotifs may be a result of continued reinforcement by staff of positive and tangible mapping of students' future lives. According to the theory of neural plasticity (Stiles, 2000), such actions can alter the function of adolescents' still-developing brains. Once they start to practice the habit of long-view thinking, they form neural networks for assigning new meanings to perspectives such as the value of hard work or the importance of family.

The Grizzly mentoring approach is very different from traditional college-planning counseling available at most public high schools. Because at-risk students often cannot picture themselves in a positive future, the concept of college as a means to a better life generally has zero impact on their day-to-day decisions and behaviors. By contrast, Grizzly staff provide students with a step-by-step guide that shows them how to move from where they were prior to Grizzly to a hopeful future, actually creating a path where there was none before (both figuratively and neurologically):

Grizzly teaches you to become more independent, to think for myself and to not let things mess you up. I used to be more immature and loud, and as you mature, you learn your "when to" — when to have fun and when to be serious. When I went for a home visit I thought I hadn't changed, but my old friends told me, "Oh, you are not the same person 'cause you don't do the same stuff." And I was like, "Ouch! You used to like me for who I was, but you can't accept me for who I am now?" It was hurtful. I learned who your true friends are, but I have to move on.

When I go home, my family notices a big difference in my attitude. Like I go around the house doing dishes and helping out and stuff. And my family is like, "You never did this before." So they notice a big change because I am different from how I was—disrespectful and fighting with my Mom all the time.

Back home I was being ignorant with my family. It was me. My friends were a constant distraction, and I would do things like that they said. But when I came here, the cadre made me realize just how much my parents care about me. It just opened my eyes. When I go home now, I am different. It really changed me to be more of a family man. I have little sisters, and I want to be a good role model for them.

I'm focused more on my future than on the present. I feel more mature. I know how to talk to people differently. Before Grizzly, I used to be disrespectful. Here I am respected, so it's easier to be respectful.

Finally, instructors help students shed stigmatizing vocabulary and mannerisms of lowerclass street life. Common slang is noticeably (but not completely) absent from student narratives as is the frequent habit of dropping the ending 'g' from words such as running, working, studying, or playing. Instead, students attempt to speak clearly using proper grammar and tone:

The teachers and cadre work with us on our speech. There's like a big difference when I'm out with my friends. I used to speak one way, and now I've learned to speak more appropriately. My friends said I speak way differently (better) now.

You learn to act different so you can socialize and communicate with different types of personalities. They teach us that it's a good thing to learn how to get along with everyone, and I have learned to cope and adjust to different kinds of people. You learn to adjust. Back in my hometown my friends act and talk and dress pretty much the same. Here, it's different. It's cool to interact with all the other cadets. It can be stressful at first cause they were brought up in different ways, but you learn to adjust over time.

# Conclusion

"When we leave, we have to take every lesson they taught us and try not to make the same mistakes again."

The Grizzly Youth Academy Program exists to "intervene in and reclaim the lives of 16-18-year-old high school dropouts" (Grizzly Youth Academy, 2016). Based on the evidence presented in this report, it is abundantly clear the program is successfully achieving its stated mission. Moreover, the collaboration between National Guard cadre and Grizzly Charter School faculty forms a generative symbiosis that clearly and profoundly influences students' perspectives on education, emotional development, physical well-being, social adjustment, career choices, and life trajectories.

# **CHARTER RENEWAL CRITERIA**

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

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

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

The Grizzly ChalleNGe Charter School has met the criterion listed in Education Code Section 47607(b)(5), having qualified for an alternative accountability system pursuant to Education Code Section 52052(h)\*

\* Education Code Section 52052(h) is now reflected in Education Code Section 52052(g).

# Additional Justification for Charter Renewal

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

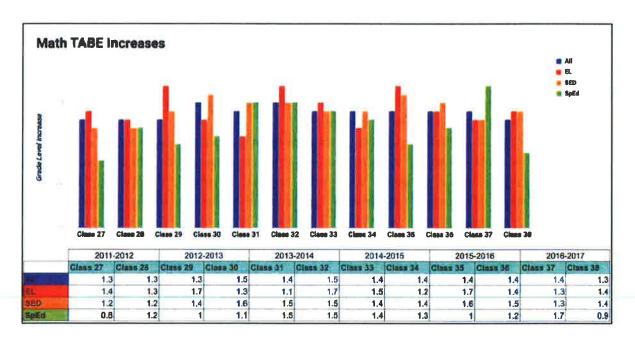
- The most recent API calculation;
- An average of the three most recent annual API calculations; or
- Alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among significant groups.

Furthermore, Education Code Section 47607(a)(3) states:

The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school (defined as "a numerically significant pupil subgroup, as defined by paragraph (3) of subdivision (a) of Section 52052." EC

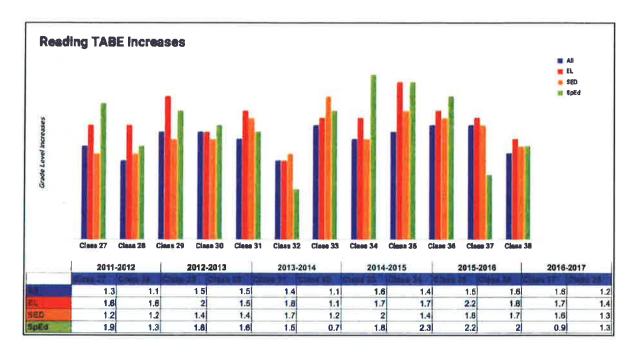
§47607(a)(3)(B)) as the most important factor in determining whether to grant a charter renewal.

The Grizzly ChalleNGe Charter School has also met the additional justification for charter renewal determination through alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among significant groups pursuant to Education Code Section 52052. This is evidenced by grade level improvement as measured by the Test of Basic Adult Education (TABE).



# Conclusions Indicated by the Data:

- 1. Overall, students show an average grade level increase of 1.4 in mathematics.
- 2. All subgroups made at least one year's growth within the 22-week cycle.
- 3. Special Education students have an average grade level increase of 1.2 in mathematics.



# Conclusions Indicated by the Data:

- 1. The Reading TABE results has an average increase of 1.4 grade levels.
- Seventy percent of the time, the subgroups outperform the overall group on reading TABE increases.
- 3. English Learners have the highest average reading increase of 1.7 grade levels.

# Required Justification for Petition for Countywide Charter (per Ed. Code 47605.6(a)(1))

The Grizzly Challenge Charter School serves the academic needs of a student population that originates from districts throughout San Luis Obispo County and the state of California. Its programmatic mission is similar to those of countywide court and community schools, and thus is best situated at an analogous administrative level (as designated in Education Code 1981). In addition, the SLOCOE is uniquely qualified to collaborate with the California National Guard on the GCCS, due to extensive experience and background in this professional relationship on other joint educational initiatives.

# Element A: Educational Program

Governing Law: The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605(b)(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, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(b)(5)(A)(ii).

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

# MISSION and VISION, and PROGRAM OBJECTIVES

#### Mission:

The mission of the Grizzly Challenge Charter School is to intervene in and reclaim the lives of students who are at risk of dropping out of high school. Graduates gain the values, life skills, education, and self-discipline necessary to succeed as productive citizens.

# Vision:

Grizzly Challenge Charter School, in partnership with CA National Guard, is a structured, nurturing, safe, and professional environment that values the development of the whole student. Through positive relationships, Grizzly develops the student's social, emotional and physical well being. Possessing self-discipline, respect and integrity, students become contributing citizens who succeed both personally and professionally and move forward with resilience and a strong sense of self into a life filled with promise.

# **Program Objectives:**

- Hire, develop and maintain a high-quality faculty and staff.
- Provide a supportive and safe environment.
- Improve student learning.
- Increase learning opportunities for all students to re-engage students in learning and personal development.
- Encourage the use of different and innovative teaching methods.

 Work together, with our partner the California National Guard, to provide a consistent approach to students combining nurturing and accountability to maximize student outcomes.

# **OVERVIEW OF EDUCATION PROGRAM**

The Grizzly Challenge Charter School (GCCS) was founded in 1998 under a charter sponsored by the Paso Robles Joint Unified School District in San Luis Obispo County. After five years of successful operation the school applied for and was granted a new charter sponsored by the San Luis Obispo County Office of Education (SLOCOE). The charter was renewed in 2012 following five more strong years of achievement and growth. GCCS now nears the culmination of the current charter period and respectfully submits this renewal petition for continued operation as a countywide charter school.

GCCS provides a high school education program for 16 to 18 year-old youth from throughout the California who are temporary residents in San Luis Obispo County while enrolled in a residential program – "Grizzly Youth Academy" -- operated at Camp San Luis as part of the National Guard Challenge Program (40 campuses nationwide in 34 states and Puerto Rico). GCCS's educational program, as described below, has been developed and tested over time on more than 7,000 student participants, with dramatic positive effects on a range of knowledge, skills, attributes and behaviors. For example, pre-post tests using the Test of Adult Basic Education (TABE) indicate that, on average, Grizzly students jump between 1 and 1.4 grade levels during the 22-week program cycle. Twelve-month follow-up assessments on program graduates' progress toward signed "Life Plans" have indicated that, on average, 87% are adhering to their goals, including being employed and/or in school full-time, enlisting in the military, and having a clean post-program criminal record.

Embedded in Grizzly's vision and mission is a belief that in order to become educated people in the 21<sup>st</sup> century, young people need to develop a base of academic and technical knowledge, a sense of self-motivation, a zest for learning, a solid work ethic, and an ability to collaborate and communicate with others.

Students study core curriculum while earning credits toward their course of study. Once enrolled, school counselors review previous school records and performance as part of the input in creating an Individualized Learning Plan (ILP) that incorporates a student's interests, skills, and needs. A course of study is created and the student makes progress toward his/her goals. All students receive or are eligible to receive a combination of small class sizes, collaborative learning, experiential learning, team building, tutoring, small group tutoring, field trips, service to the community, physical fitness, leadership, digital teaching/learning, and career preparation.

GCCS issues its own diplomas based on a course of study consistent with California Common Core State Standards and requirements for graduation. The GCCS Board of Directors is responsible for monitoring and approving both the course of study and graduation requirements. GCCS is fully accredited by the Western Asocial of Schools and Colleges (WASC).

# Students Served - Target Student Population

California youth are automatically eligible to enroll in the GCCS if they are participating in the California National Guard ChalleNGe Program, a residential youth development semester based at

Camp San Luis in San Luis Obispo County. The requirements for the National Guard program are that participants are between the ages of 16 and 18, be at risk of dropping out of school, test clean for the use of illegal substances, are not convicted of a felony, and have expressed an interest in changing their lives. National Guard Challenge Program and affiliated charter school have the capacity to serve up to 300 students with the school serving all students who are enrolled in the program.

The nation-wide National Guard Challenge Program with which the charter school is affiliated typically serves students with a host of academic and/or social Challenges, including histories of failure in school, severe truancy, or recurring misdemeanor violations. Participants represent a diverse range of ethnic backgrounds. GCCS is committed to serve all students including English Learners, High Achieving students, Low Achieving students, Special Needs and those who are Low Socioeconomic. Of those enrolled at Grizzly, approximately 70% are Hispanic and 70% are male with 30% female. Virtually all students have histories of chronic absenteeism. On average, 72% of Grizzly students qualify for free and reduced lunch. The school also enrolls a significant percentage of English language learners (22%) and students with special needs (14%).

# Program Structure and Calendar

The GCCS serves the academic needs of all National Guard Challenge Program participants throughout the duration of their 22-week residential experience at Camp San Luis and during a follow-up, post-residential period. Two 22-week "cycles" are offered each year. The first cycle extends from July to December. The second cycle begins in January and ends in June. GCCS is committed to ensuring that the legally required minimum number of annual instruct minutes and annual school days are offered as required by Education Code Sections 47612.5 and Title 5 California Code of Regulations, Section 11960. GCCS instructs 203 days per year totally over 71,000 minutes. Thus, GCCS, operating an extended school year, offers annually more than the minimum required 64,800 minutes of instruction.

All participants who enroll in the National Guard Challenge program engage in a 2-week acclimation period during which time participants get accustomed to the structure and decide to further commit to the program for the entire 22-week program. Approximately 90% of orientation participants continue on for the remaining 20 weeks. With this minor attrition factor, the charter school has a capacity of 300 students per cycle.

The first two weeks of the Challenge program involve a variety of orientation activities administered collaboratively by National Guard and charter school teaching staff. During this phase, students are introduced to the regimen and schedule of the program. They participate in rigorous daily activities designed to increase their potential for success in a highly disciplined and structured environment, including assignment to one of four platoons, mandatory uniforms, and other features of a quasimilitary environment 24 hours a day, 7 days a week. A strong emphasis is placed on life skills training, including team building, proper health and hygiene, coping strategies, and physical training. During this time, charter school staff also evaluate transcripts and administer academic assessments to determine appropriate course assignments, to inform the instructional program, and to make appropriate arrangements for special needs students and English language learners.

The remaining 20 weeks of the residential program involve an intense combination of academic study, physical exercise, and life-skills development. Students remain in platoons as supervised by the National Guard cadre and attend the Grizzly Challenge Charter School on a block schedule each

weekday. Non-school time is primarily the responsibility of the National Guard but school staff members partner in the planning and organizing of several events and lead and/or support several extracurricular activities including Student Council, Music, and Run Club.

Following the 22-week residential program, school and Guard staff sustain a twelve-month follow-up post-residential initiative that includes assignment to a mentor and monthly assessments of students' progress towards participants' goals articulated through the "MAP" exercise (My Action Plan – see detail below).

GCCS also offers a post-residential independent study option for a small number of qualified students who finish the 22-week residential program, remain engaged in the 12-month post-residential follow-up program described above, and reside in San Luis Obispo County or a contiguous county. This important component to our program creates an environment where students can stay connected to the Academy, a positive mindset, and the structures at GYA that fostered their success while they were residents. GCCS instructors maintain weekly contact with each student to provide individualized instruction and guidance. Upon successful completion of their required coursework, Independent Study participants may be eligible to receive their high school diploma from GCCS.

# **Core Philosophy**

The Grizzly Challenge Charter School has taken on a deep holistic approach to education, which includes a strong focus on the total person. It is the shared philosophy of both the charter school and the National Guard Challenge program to produce well-rounded, competent and trained graduates who successfully transition immediately into the workforce, higher education, vocational schools, or enlist in the military. Therefore, we infuse our instruction with numerous goal setting and life planning activities to increase the likelihood of each student's success. The Core Components have been developed by the federal National Guard Challenge program but are incorporated into the curriculum of the charter school so that students receive a consistent message throughout the program. Significant collaboration between the Guard and the school staff is needed in order to provide stability and consistency for our students. The Challenge Core Components are as follows:

- Leadership/Followership
- Responsible Citizenship
- Academic Excellence
- Job Skills
- Life Coping Skills
- Health and Hygiene
- Community Service Projects
- Physical Fitness

GCCS believes that learning best occurs; when teachers are highly motivated and committed and love their work, when students feel safe, cared about, respected and encouraged to explore, when standards are high and effort and attitude are accounted for and rewarded, when curriculum and instruction are meaningful and relevant, when lessons are designed to appeal to all learning styles, when work skills and ethics are woven into all subjects, and when assessment of what a student knows and is able to do is measured by a variety of methods.

# Curricular Approach

The GCCS has developed a highly structured, challenging curriculum that is designed to meet the diverse needs of its student population and that honors the core philosophy outlined above. All courses, accompanying assessments, and instructional materials are carefully aligned with California state standards (see Exhibit C for a list of course offerings). The school's academic program was reaccredited by the Western Association of Schools and Colleges (WASC) in June of 2012 through June 2018. The WASC visiting committee visited the school in March of 2018 and made an updated recommendation to WASC on accreditation, the granted term has yet to be released to GCCS (it is expected to be received prior to June 1, 2018).

GCCS' curriculum is influenced by two variables common to the students served through this type of alternative school program - varying attendance patterns and prior academic failure. GCCS students can enter the program between the ages of 16 and 18. Typically the students who enroll in Grizzly Challenge Charter School have not achieved success in traditional public schools; therefore, the classes must address the combined social, emotional and academic needs of these students in ways that are different from those of traditional school districts. Both of these factors directly impact the course of study. As a result, the curriculum of the Grizzly Challenge Charter School emphasizes developing effective skills in students to aid them in becoming successful participants in all areas of society.

GCCS faculty provide a coherent program that leads to the accomplishment of individual academic, social, and emotional growth for all students while maintaining a strict curricular alignment to academic standards and Schoolwide Learner Outcomes - SLOs (see Element B below).

The primary purpose of GCCS's instructional design centers on the need to motivate and inspire atrisk students. GCCS's efforts focus on helping students to become re-engaged in an instructional setting and in completing their course of study. Students can meet high school completion requirements by earning a diploma, passing a high school equivalency exam such as the General Equivalency Diploma (GED), the High School Equivalency Test (HiSET), or passing the California High School Proficiency Exam (CHSPE). As an intervention for at-risk students GCCS fulfills the original intent of the California Charter Schools Act.

Because the majority of the school's enrolled students are determined "at-risk" for dropping out of school in their home environment, Grizzly's pedagogical approach has been designed as intentionally focused, directed, intense and asset-based. Students come to Grizzly Challenge Charter School with varied ability levels and all are credit deficient. Students are placed in their courses based on an overall evaluation that may require placement in reading/math intervention classes, grade level courses and/or advanced credit recovery options. Through prior course evaluation, school records, IEP's, EL levels and academic assessments students develop a course of study with their counselor to address their skills, needs, and goals. There is a high degree of individualization to develop the most appropriate course placement for each student. Student teacher ratios at GCCS are intentionally small, at approximately 19:1 and the presence of a National Guard Cadre attendant at many class sessions).

GCCS is committed to ensuring that students acquire the skills required to prosper in the 21st Century. These skills include learning and innovation skills, information, media, technology skills, interpersonal, and life and career skills. GCCS creates learning environments in which students

engage in curriculum with instructional supports that promote student achievement in all areas required for success in the global society:

- Critical Thinking and problem solving
- Collaboration and leadership
- Effective communication through listening, writing, and speaking
- Creativity and innovation
- Digital literacy: information, media, and technology
- Self-direction and personal management
- Social responsibility, cultural, global, and environmental awareness.

# **Course Offerings**

Student coursework at GCCS is divided among 1) core academic subjects, and 2) electives (for a detailed list of course offerings see Exhibit C). Student course loads emphasize core academic subjects throughout both 10-week semesters as all students have gaps in their academic career which require the recovery of core classes.

Core academic subjects include Math, Science, Health, History, and English. Electives include variety of offerings such as Career Planning, Physical Education, Fine Arts, Work Experience Education/Internship, Drivers Education, Yearbook, Service Learning, and various special interest courses in core subject areas (e.g. Earth Science, Spanish, Government, Economics, Geography). GCCS has also developed a Blended Learning program in order to expand the school's capacity to offer courses in subjects that are not directly taught on site or do not fit within the student's schedule, and that are based on student academic needs, interests and aptitudes. Current examples include World History, Life Science, Spanish, and Geography.

All students are able to earn community college credit from neighboring Cuesta College. The most common example is Career Planning, a dual enrollment course and several concurrent enrollment opportunities designed for Grizzly students that take place on Saturdays with a CTE emphasis. Through dual enrollment and concurrent enrollment, students are awarded both college and high school credit for courses they take at the college level.

Progress reports are created weekly for every student, indicating the grade to date and missing assignments. This information is shared with the student, all school personnel, and the National Guard Cadre for appropriate follow-up as needed. Mid-semester progress reports are sent home to the parents, given to the students and shared with the Cadre. Final report cards are mailed home at the end of the semester. An official transcript is included in each student's exit portfolio for easy entrance into the next educational institution.

# Complementary Curriculum

My Action Plan (MAP). GCCS has worked in collaboration with the National Guard to develop a strong focus on helping students set goals and plan for their futures. An individualized career and technical education curriculum is built around the My Action Plan (MAP) document that students develop in consultation with instructional, counseling and residential staff from both the charter school and the National Guard. Within the first two weeks of the program, students learn how to identify and draft personal SMART goals ("Specific, Measurable, Attainable, Realistic and Timebound") as an initial step towards developing a road map for successful completion of the program. These goals focus students in their individual plans for achievement at Grizzly as well as future plans

for life after they leave – continuing education, employment, and/or military service as well as commitments to maintain healthy, productive lifestyles. The students' SMART goals are formally revisited at mid-cycle and again towards the end of the program. The resulting MAP document is signed by the parent, mentor, teaching staff and cadre to promote support after Grizzly. To reinforce and help guide students' development of personally relevant and realistic goals, GCCS provides multiple opportunities to explore potential options for their short- and long-term paths in life. Career Planning course, Interest surveys and aptitude tests, guided online research projects and college visits to local campuses (Cuesta, Hancock, Cal Poly), Career Days and Job Internship electives – these and other program activities are designed to surround Grizzly students in a variety of window-opening experiences that help clarify their thinking and planning for their futures.

Enrichment Actinities. GCCS offers students a variety of enrichment opportunities that reinforce their personal transformation and access to a variety of new experiences. Some are campus-based activities such as art contests, run club, ukulele instruction, motivational speakers, intramural sports, and student leadership. Others are off-campus field trips such as community service at community events, or cultural outings to the Steinbeck Museum, the Santa Barbara Museum of Art, the MOXI, Hearst Castle, Pacific Conservatory for the Performing Arts. Additional enrichment takes the form of on-campus school-wide events such as Family Day and Make a Change Day — a panel of presentations by guest speakers who share stories of positive changes they have made in their lives.

Support Groups. Many of the students who enroll at GCCS come to the program with a range of personal Challenges and histories that they have an opportunity to address in the structured, supportive residential context that the program offers. Each cycle Grizzly makes available a variety of classes and support groups to help students face issues that they need to deal with. Examples include workshops in non-violent communication, anger management, smoking cessation groups, AA and NA, parenting classes, HIV/STD awareness, and recovery groups for students who have experienced abuse or trauma.

# Technology

Technology is an integral component of all coursework at GCCS. The school has installed a wireless internet network both campus wide and in student barracks and study halls. Every student at GCCS is issued a Chromebook for their use while at Grizzly. All classrooms are also equipped with document cameras and overhead projectors to enable visually rich instruction using a variety of tools such as Google Suite, Classroom, PearDeck, multiple learning apps, modeled note taking, video and graphic representations, etc. These same materials are available for students to use in their own class presentations as we emphasize student technology proficiency. For the 2015 – 2017 survey, 94% of students reported that they feel prepared in their use of technology. Students regularly access technology tools to complete course assignments, including photo stories, presentations, templates, research, word processing, publishing, photo editing, and graphing. Our IT staff provides coaching and training for teachers and students to facilitate integration of technology across the curriculum and to design technology related classroom projects. Additionally, students are trained to be Tech Mentors to assist teachers and classmates so that the use of technology, when it isn't operating as it should, can be remedied and instruction/learning can proceed.

# **Academic Counseling**

GCCS staff work with each individual student to develop an Individualized Learning Plan (ILP) that fits their unique circumstances in the context of multi-grade multi-level classroom settings. Before

students arrive on campus to begin their semester, the program requires sending districts to forward a copy of current transcripts, IEPs, and CELDT/ELPAC scores. The transcripts are assessed and entered on an individual credit summary database for easy reference. Combined with an academic readiness assessment, this credit evaluation assists counselors in placing students in appropriate courses, ensuring progress toward a high school diploma. All staff has access to the database where this information is stored. Individualized Learning Plans (ILPs) are further developed with each student in coordination with their academic counselor and are available for review by all staff and cadre. Students are assigned to the required core classes based on the results of the Test of Basic Adult Education (TABE - administered on the first day of school), GCCS school counselor and principal input, and students' individual needs. After assessing each student's current mathematic, reading and language performance levels using the TABE and the Mathematics Diagnostic Testing Project (MDTP), the academic counselor generates credit assessments on every student and ensures that they are placed in the appropriate standards-based curriculum courses. Fach student is assigned a course of study designed to 1) maximize his/her potential for addressing gaps in learning, 2) take and pass courses previously failed, and 3) make progress toward high school diploma. Courses are individualized based on each student's academic need, ranging from intervention and remediation to grade level instruction to advanced enrichment. The counselor continues to meet routinely with all Grizzly students in monitoring and modifying their ILP over the course of the program. The goals and progress documented in the ILP directly link with students' longer-term planning exercise - My Action Plan (see above).

# Post-Residential Program: Mentor Support and Follow-up

Students' Grizzly "experience" includes a post-residential phase for a full year after they formally graduate from the program and return home to their communities. GCCS and Guard share responsibility for ensuring a smooth and lasting transition. GCCS delivers an active follow-up case management program for all Grizzly graduates who live in San Luis Obispo, Santa Barbara, Kern, Ventura, and Santa Clara counties in the form of Transition Specialists. These personnel serve as resources within their county to connect them with jobs, schools, and services. Staff stay in contact with students to provide support and guidance on "next steps" (e.g. school, career, family life). The National Guard coordinates a volunteer mentor component whereby cach student identifies a trusted adult from their home communities to help guide them during their Post Residential phase of Grizzly. Mentors attend campus-based training events to prepare for their role, which will involve at least one year of regular contact with their "mentee" and communication with Grizzly staff regarding progress toward personal goals.

# **Credits and Graduation Options**

Grizzly students who complete the residential program are able to transfer credits earned at the charter school to any high school to which they return and reenroll. GCCS also has a 200 credit high school diploma option for students who qualify. At the completion of the 22-week program, students who meet the GCCS requirements for graduation (see "Student Exit Outcomes" below) earn a Grizzly Challenge Charter School diploma issued through the San Luis Obispo County Office of Education.

# Transferability

GCCS provides clear written information on transferability to parents/caregivers of entering students during the initial application process and at enrollment. As a WASC-accredited school, GCCS courses are considered transferable to all other public high schools. Academic counseling

staff work closely with individual students, families and home school districts to ensure a smooth transition back to school districts of origin at the conclusion of the program's residential phase.

# Relationship to College Entrance Requirements

As a brief 5-month intervention program, our academic emphasis is on skill building, gap reduction, recovery of credits and personal transformation. Hence, courses offered at GCCS do not currently meet a-g requirements for college admissions purposes. This information is clearly articulated to students and families during the Grizzly application process.

# SPECIAL EDUCATION

# Services for Students under the "IDEA"

The following description regarding how special education and related services will be provided and funded is included in the charter for the sole purpose of providing a reasonably comprehensive description of the special education program in the charter and is not binding on the SLOCOE. The specific manner in which special education and related services will be provided and funded shall be set forth in a MOU, delineating the respective responsibilities of GCCS and the SELPA.

Special education students identified with an Individualized Education Plan (IEP) typically comprise approximately 14% of the student body at Grizzly Challenge Charter School. Special education services are implemented using the inclusion model with special education students being fully integrated within the regular classroom environment. This approach ensures that students with special education needs enjoy the full "Grizzly experience" in companionship with peers, and receive the rich instruction and curriculum provided by the expert teacher in each content area. Special education staff and instructional assistants are trained to work within the general education classroom to provide academic support, when needed. Students may be pulled out for testing, counseling and individualized instruction, as determined by each student's IEP.

The school's special education services core team includes a Program Coordinator, a Resource Specialist Program (RSP) instructor and a School Psychologist, contracted through SLOCOE Student Services/Special Education Division. A Licensed Marriage and Family Therapist (LMFT) contracted through the San Luis Obispo County Mental Health Department rounds out the team. Other related service providers may be accessed through SLOCOE if needed. These professionals work closely with each student with special needs and the teaching staff to develop curricular and/or instructional modifications and accommodations. The Special Education team also makes referrals for assessment of students who are suspected of having a disability and may require special education in order to benefit from their education. Students with mental health needs are provided with individual counseling, when necessary, by the LMFT. Counseling, as a related service, is also provided by the school psychologist for students whose emotional issues interfere with their ability to learn in a classroom environment without psychological support.

Special education students are typically identified during the Grizzly Challenge enrollment process, which requires submission of the student's current IEP and Psychological report. IEP meetings are held with school staff, parents and students prior to the beginning of the program cycle. Upon parent request or, as in rare instances at the recommendation of GCCS staff, an initial IEP meeting may be held for a student who exhibits a need for special education services during their stay in the

residential program. In these cases, the special education staff works closely with the parents and the home district to complete the assessment process.

The special education staff are particularly attuned to the importance of assisting students with special needs in preparing for transition back to their communities and to their next stage in life, whether college, entering the workforce, and/or continued work towards a high school diploma/HiSET. Transition Plans must be written as part of the IEP for special education students, at least by age 16, which is the youngest age to qualify for GCCS. All special education students returning to their home district leave Grizzly with a current, updated IEP including a detailed Transition Plan.

For any special education student who exits GCCS with a high school diploma, a HiSET or having passed the CHSPE, GCCS Special Education staff prepare a Summary of Performance (SOP) IEP document that 1) provides a synopsis of the student's progress and strengths, 2) offers guidance on transitional opportunities for continuing education and/or employment, and 3) notifies the student regarding the conclusion of her/his educational rights under the Individuals with Disabilities Education Act (IDEA). Additionally, for students who enroll in a college after graduating with us we connect them with the college DSPS department to initiate services at the post-secondary level.

GCCS shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

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

GCCS agrees to promptly respond to SELPA inquiries, to comply with reasonable SELPA directives, and to allow the SELPA access to GCCS students, staff, facilities, equipment and records as required or imposed by law.

# Staffing

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

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

# Notification and Coordination

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

# Identification and Referral

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

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

## Assessments

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

# IEP Meetings

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

# **IEP Development**

Decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible GCCS students in accordance with the "THE GRIZZLY CHALLENGE CHARTER SCHOOL RENEWAL PETITION: 2018-2023" policies, procedures and requirements of the SELPA, and State and Federal law.

## **IEP Implementation**

GCCS shall be responsible for all school implementation of the IEP. As part of this responsibility, GCCS shall provide parents with timely reports on the student's progress as provided in the student's IEP at least as frequently as report cards are provided for GCCS's non-special education students. GCCS shall also provide all home-school coordination and information exchange. GCCS shall also be responsible for providing all curriculum, materials, instructional modifications, and assistive technology.

## Interim and Initial Placements of New Charter School Students

GCCS shall comply with Education Code Section 56325 with regard to students transferring into GCCS within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in GCCS from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, GCCS shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time GCCS 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 GCCS from a district operated program under the same special education local plan area of GCCS within the same academic year, GCCS shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and GCCS agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to GCCS with an IEP from outside of California during the same academic year, GCCS 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 GCCS conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by GCCS, and develops a new IEP, if appropriate that is consistent with federal and state law.

## Non-discrimination

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

#### Parent/Guardian Concerns and Complaints

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

GCCS's designated representative, the Director/Principal, shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

## **Due Process Hearings**

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

## **SELPA** Representation

GCCS shall represent itself at all SELPA meetings.

## Funding

GCCS shall be subject to the allocation plan of the SELPA.

### Section 504 of the Rehabilitation Act

GCCS 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 GCCS. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, will be eligible for accommodation by GCCS.

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

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.

Tests will be selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

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

student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team. If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education ("FAPE").

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, will be provided a copy of the student's 504 Plan. The GCCS Director will ensure that teachers include 504 Plans with instructional planning for short term substitutes and that he/she reviews the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

## **ENGLISH LANGUAGE LEARNERS**

Typically 20% or more of students enrolled at GCCS are English Language Learners (ELL). A variety of diagnostic assessments are conducted at the beginning of each cycle in order to determine ELL students' background and educational needs. Peer tutoring, individualized teaching, and other sheltered instructional techniques are used as needed by teaching staff. All teachers are CLAD-certified. Upon matriculation, all identified ELL students are required to take the English Language Proficiency Assessment of California (ELPAC). Results from this test and previous tests help the GCCS to determine individual needs and respond appropriately with course placement, instruction, and support services. Furthermore, the cumulative data helps the GCCS determine the average baseline language ability of its ELL students as a way to inform future curriculum/instruction professional development to serve this population.

Students are Reclassified Fluent English Proficient (RFEP) at Grizzly based on a variety of criteria. The first criteria is for a student to receive Early Advanced or Advanced Overall and score at Intermediate or higher on the CELDT (recently replaced by the ELPAC) in Listening, Speaking, Reading, and Writing in English. Students may further demonstrate English proficiency by scoring above an eighth grade average in English on the TABE or Scholastic Reading Inventory (SRI). Teachers must also agree that the student is ready for reclassification and no longer needs support due to language, and the parents must also consent.

Instructional staff are trained in techniques to facilitate English language development including being trained in Specialized Designed Academic Instruction in English (SDAIE), a teaching methodology designed for academic content and skill building with English Language Learners. The approach, which includes a strong emphasis on academic vocabulary development, language practice in small groups, and building background knowledge as a prerequisite to teaching new content, has proven to be highly effective with all GCCS students, and is utilized across the curriculum to build academic literacy among the school's diverse student population -- EL students and native English speakers alike.

A significant number of students each cycle are from homes where the primary language is Spanish. GCCS has taken a number of steps to bridge communication and participation between the school

and our Spanish speaking families. Program materials are routinely printed and distributed in English and Spanish. Interpreters are available for parents during all events including beginning of the cycle enrollment, Family Day and Open House.

English Learner Language Levels and Reclassification												
School Year	Class	Number of EL Students at End of Program	Number Redesignated as English Proficient	Overall Advanced (5)	Overall Early Advanced (4)	Overall Intermediate (3)	Overall Early Intermediate (2)	Overall Beginning (1)				
2015-2016	Class 35	31	18	23%	57%	20%	0%	0%				
2013-2010	Class 36	41	19	10%	46%	33%	0%	10%				
2016-2017	Class 37	55	20	13%	65%	23%	0%	0%				
2010-2017	Class 38	55	13	4%	35%	49%	11%	2%				
2017-2018	Class 39	48	11	10%	30%	42%	14%	4%				
2017-2018	Class 40	51	17	40/0	30%	45%	10%	2%				

# Element B: Measurable Pupil Outcomes

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

Grizzly Challenge Charter School affords students who might otherwise "fall through the cracks" the opportunity to gain crucial skills, knowledge and attitudes toward becoming successful and productive members of society. Desired outcomes for program graduates include a holistic combination of academic knowledge and skills, as well as vocational and life "readiness" and leadership skills. These are based in the school's established set of Schoolwide Learner Outcomes (SLOs), whereby students will:

# ➤ Demonstrate healthy lifestyles by:

- o practicing life coping skills, good health and hygiene, and physical fitness.
- o identifying the need for personal growth and developing a realistic plan.
- making life choices that benefit themselves and others.

## ➤ Be successful workers who:

- appropriately advocate for themselves and others.
- o read, write, listen and speak effectively.
- o collaborate successfully in a team.
- are prepared to apply technological and academic knowledge to the work environment.
- o are self-motivated and have a strong work ethic.

## ➤ Be responsible community members who:

- o understand teamwork, leadership and followership.
- o respect diversity.
- o contribute to their community through participation.
- o recognize their continued role as an active citizen in a democratic society.

## ➤ Be lifelong learners who:

- o discover and value the power of continued learning to achieve personal goals.
- o think critically and analytically.
- o apply acquired knowledge.
- o pursue positive interests and choices for the future.
- o have identified their personal strengths, Challenges and learning styles.

The SLOs closely mirror and reinforce eight "Core Components" that define the National Guard Challenge program nationwide: Leadership/Followership, Responsible Citizenship, Academic Excellence, Job Skills, Life Coping Skills, Health and Hygiene, Community Service, and Physical Fitness.

## Local Control and Accountability Plan (LCAP)

GCCS annually produces a Local Control and Accountability Plan (LCAP) using the LCAP template adopted by the State Board of Education pursuant to Education Code Section 47606.5. GCCS submits the LCAP to the GCCS Board of Directors and SLOCOE annually on or before July 1, as required by Education Code Section 47604.33. The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter and shall be maintained by GCCS.

Pursuant to Education Code Sections 47605(b)(5)(A)(ii) and 47605(b)(5)(B), GCCS has established goals, actions, and measurable outcomes both schoolwide and for each student group of pupils, which address and align with the Eight State Priorities identified in Education Code Section 52060(d). Each of these goals addresses the unique needs of all student groups who attend GCCS, including low income students, English Learners, and foster youth. The metrics associated with these goals will help GCCS to ensure that these specific subgroups are making satisfactory progress and are provided with necessary additional supports made possible by supplemental funds from the Local Control Funding Formula. Each of GCCS's goals, and measurable outcomes are listed below, along with the specific metrics that will be used to monitor progress toward achieving these goals.

Addressing State Priorities 1, 2, 3, 4									
Actions	Metrics	Expected Outcomes							
<ul> <li>Ensure all core subject areas are raught by teachers who are appropriately credentialed.</li> <li>Ensure all facilities are in good condition.</li> <li>Increase the academic rigor and student engagement.</li> <li>Remove barriers to graduation.</li> <li>Engage the National Guard, in loco parentis, as partners in education of all students.</li> <li>Parent Engagement.</li> <li>Provide reading intervention instruction.</li> <li>Support emotional well-being of all students.</li> </ul>	Credit completion     TABE improvement     Student surveys	<ul> <li>100% of teaching staff will be credentialed and participate in Professional Development to ensure strong implementation of the Commo Core State Standards.</li> <li>Students will earn at least 60 high school credits while enrolled at GYA.</li> <li>Students will show growth on TABE greater than 1.0 grade levels.</li> <li>Student survey responses of at least 90% reporting they feel safe at school, reporting they feel they belong at school, and 90% feeling prepared for the real world in their ability to read, write, do math, present information, and to use technology.</li> </ul>							
LCAP GOAL 2. Prepare all students for	college and careers.								
Addressing State Priorities 4, 5, 6, 7, 8									
Actions	Metrics	Expected Outcomes							
<ul> <li>Provide instruction, activities, and opportunities connecting post-secondary education to careers.</li> <li>Ensure all students have current TABE</li> </ul>	Number of enrollments in CTE/Vocational Ed. Course, job internships Completion of Career Planning and	<ul> <li>100% of students will earn at least employability certification</li> <li>75% of enrolled students will be enrolled in a CTE or Vocational</li> </ul>							

assessments, updated transcripts, and are in appropriate courses.  Provide range of courses needed for high school diploma.  Provide Vocational Education.	Dual Enrollment course  MAP completion  Number of certifications  successfully transition in the post resi	Education Course.  25% of enrolled students will successfully complete a four-week internship.  100% of students will complete an aptitude survey and a college/career search.  100% of students will participate in a Career Day.  100% of students will become knowledgeable in FAFSA.  100% of students will complete a job application, a resume, and participate in a mock interview.  100% of students will develop a plan with their parents stating educational and career goals.
Addressing State Priorities 3, 5		
Actions	Metrics	Expected Outcomes
Provide individual assistance to program completers that need help enrolling and forming a connection in high school, college registration, and	Post-residential placement data.	• 90% of our students will be engaged full time in high school, college, work or some combination 12 months after program completion.

## **Student Exit Outcomes**

Grizzly Challenge Charter School includes two sets of "exit requirements" for its students: 1) expectations of all students as a condition of successful program completion at the conclusion of the 22-week residential cycle; and 2) graduation requirements for those students who are pursuing their high school diploma from Grizzly Challenge Charter School.

GCCS maintains two academic criteria as conditions for students' successful completion of the residential cycle: 1) Progress toward SLOs, and 2) completion of My Action Plan (MAP). GCCS' academic program is built around the school's Schoolwide Learner Outcomes (SLO's) outlined above. Each subject area includes content standards and sample assignments as aligned with each Learner Outcome. Students are expected to complete assignments and make progress in all Learner Outcome categories as a condition for program completion. Portfolios of student work and weekly instructional progress reports document each student's individual improvement and mastery across categories.

Each Grizzly student must also complete a MAP prior to leaving the program. This exercise represents a real-life roadmap that program graduates will follow step by step to re-enter high school, enter post-secondary programs, and/or enter the world of work or the military. The plan contains detailed resource information including names, contact numbers, deadline dates, etc. to help ensure completion. The MAP includes plans regarding where students will live, where they will go to school and what they plan do for a job after leaving Grizzly. A copy of the MAP is maintained in the administration office for follow-up by case managers (staffed through the National Guard)

who complete monthly check-ins with the students for one year after leaving the residential component as part of the post-residential program.

<u>High School Graduation Requirements.</u> In addition to fulfilling all of the above conditions for successful completion of the Grizzly residential academic program described above, students who are within a semester of earning a high school diploma can graduate from high school at Grizzly Challenge Charter School if they complete the following requirement:

Complete all Required Academic Courses (total 200 total credits including credits earned prior to enrollment at GCCS)

- Language Arts (30 credits)
- Mathematics (20) (Must include Algebra I or Algebra IA and Algebra IB)
- Science (20) (Must include Life Science and Physical Science or equivalent)
- Social Science (30) (Must include World History, U.S. History, U.S. Government or Civics, Economics)
- Physical Education (20) (unless exempted)
- Health (5)
- Foreign Language/Fine Arts (10)
- Elective (55)

## Alignment with State Academic Standards

Grizzly Challenge Charter School teachers have aligned curriculum, instruction, and materials to content and performance standards in the core areas of English/language arts, mathematics, history/social science, and science. This task continues to be refined and adjusted to meet the needs of our students. Pacing guides and instructional calendars have been developed for each of the core areas. Grizzly Challenge Charter School teachers have been developing and refining the curriculum since 2001. Our goal is to continually develop standards-based curriculum and benchmarks in the core academic areas that includes grade level standards, student tasks, assessment and resources, including technology. Teachers revise and/or review all course outlines and create them as new courses are added. As the curriculum maps or resources are revised, they are posted on our domain so teachers have access to the most current information.

GCCS course content and expectations for individual students strike a balance to maintain alignment with California state standards as well as addressing the various culminating examinations pursued by our students both during and/or after they complete the residential program (e.g. High School Equivalency Test (HiSET), California High School Proficiency Exam (CHSPE), California Assessment of Student Performance and Progress (CAASPP), California Science Test (CAST)).

#### School-Wide Performance Goals

GCCS' mission to serve an exclusively high-risk student population qualified it to operate as an alternative school under the State of California's Alternative School Accountability Model (ASAM). Within the context of ASAM, GCCS identified three school-wide performance goals as markers for accountability: 1) the percent of credit-eligible seniors who obtain a high school diploma during their enrollment (average over 98%), 2) the ratio of credits completed to the number of credits attempted (average over 99.0%) and 3) GED passage rate per cycle (average 79%). In addition to these ASAM goals, the school uses three other measures of school-wide performance:

- ➤ Grade Level Improvement: a pre-post administration of the Test of Basic Adult Education (TABE) to track overall grade level improvement (consistently 1.2 to 1.6 grade levels on average per cycle).
- ➤ Program Retention: Goal of 90% or more per cycle (met 5 out of 6 cycles).
- Long-Term Progress Toward Personal Goals: 87% achieving "My Action Plan" goals one year following residential program completion.

In all, these assessments provide important information about how our students are performing. This information is reported on our School Accountability Report Card, discussed in our Single Plan for School Achievement and LCAP meetings, and is announced at our end-of-cycle graduations, which include students, parents, and members of the community.



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

Grizzly Challenge Charter School uses a variety of assessment methods to measure pupil outcomes. These methods fall into four categories: 1) standardized assessments developed at the state or federal level; 2) teacher-designed assessments to measure students' academic progress toward Schoolwide Learner Outcomes (SLOs); 3) student surveys administered at the beginning and end of each program cycle to measure individual student perceptions of academic and personal growth over time; and 4) retainment and post-residential data.

It should be noted that due to the highly mobile nature of the charter school population, longitudinal studies of student achievement and annual assessments such as CST testing, Academic Performance Index (API) has little relevance to our interventions. As an ASAM school, GCCS has not been required to collect or report on these assessments.

#### Standardized Assessments

GCCS administers the <u>Test of Adult Basic Education</u> (TABE) to all students upon entry into the program to assess their reading, language and mathematics performance levels. Course specific assessments are used to benchmark student progress between week 10-12. Students also take a TABE post-test prior to week 18 to measure of their progress.

English language learners take the <u>California English Language Development Test</u> (CELDT) to assess English Language Development. This test will soon be proctored under the acronym ELPAC. In combination, these assessments act as initial diagnostic tools to help with student placement in appropriate educational courses.

The <u>Mathematics Diagnostic Testing Project</u> is also given to all students upon enrollment. This assessment provides further information about student's math knowledge base and subject readiness.

The <u>California High School Proficiency Examination</u> (CHSPE) is offered to select students 16 years of age or older as a means to earn a certificate confirming basic academic skills proficiency. This test is given three to four times per year by the state, but only one time per cycle at GCCS.

<u>CAASPP & CAST California Standards Tests</u> (CSTs) are administered at GCCS, but only during the January-June cycle. The short student turnover rate every six months makes the CST an irrelevant assessment to use as an effective measure of student performance. Students attending Grizzly during the July to December cycle are not in the program during the CST time period and thus do not have the opportunity to take the test while enrolled at the charter school. The students in the January to June cycle do take the CSTs at GCCS. However, because they have not previously been enrolled at the school and cannot be re-enrolled, longitudinal data is not available to track performance. CST results are more reflective of the schools where students have come from than a gauge of their performance while at Grizzly.

The <u>Armed Services Vocational Aptitude Battery</u> (ASVAB) is given to all students in order to educate them on career aptitude and to assist them in developing accurate plans for their futures.

<u>High School Equivalence Test (HiSET) and General Educational Development (GED)</u> subject tests are offered to Grizzly students who are 17 years and ten months old or older. Students who show a likelihood of passing through their results on the TABE as well as course specific assessments are afforded the opportunity to take and pass these exams.

GCCS conducts targeted standardized assessments in both reading and math for students who enter the school and test below grade level. On average, more than 60% of students read below the 9th grade level when they enroll. Those who are assessed at a reading level below 6th grade are placed in Read 180, an intervention program. Upon entry to the Read 180 program, the student's Lexile is assessed and recorded. This score becomes the basis of the student's "individualized reading account." Lexiles are reassessed at 10 and 18 weeks into the program as a way of recording progress in reading.

Sixty-five percent of our students enter below ninth grade level in math. Upon entry into our algebra and geometry courses, students are assessed in basic math skill areas such as math facts and fraction knowledge and are put in the appropriate knowledge base to begin individualized skill-building programs such as FractionNation, Fasti Math, IXL, and Aleks.

## Standards-Based Teacher Assessments

GCCS faculty design, administer and regularly modify, as needed, standards-based curriculum and assessments that measure student progress in each of the school's Schoolwide Learner Outcomes (SLO) categories. Standardized grading is based on a percentage as indicated on each course syllabus. Rubrics are utilized and distributed to students so that they understand what is expected of them on assignments and assessments. Semester report cards are sent home to parents and updated and accurate transcripts that reflect this information are sent home at the end of the residential phase of the program.

The diverse academic backgrounds and aptitudes of GCCS students require a variety of assessments and multiple indicators to measure progress. Teachers use an assortment of assessments to evaluate student learning. Examples include the following (in addition to standardized assessment results described above):

- Standards based assessments requiring multiple choice and short answers
- My Action Plan drafts and portfolio materials
- Research papers
- Personal interviews with students
- Group projects
- Individual projects
- Oral presentations
- Written responses
- Role playing
- Discussions
- Surveys

Staff at both the charter school and the National Guard are highly responsive when a student is not making progress or showing achievement. Weekly progress reports are processed and distributed to both teaching and military staff and include documentation of missing assignments and flagging

students who are struggling. When this happens, a variety of measures and interventions are taken to support those students. Intervention is first attempted by the classroom teacher and instructional assistants, in collaboration with the National Guard cadre. If students continue to struggle, a referral may be made for an Student Study Team (SST) which meets to determine how and why the student is struggling and determines interventions or modifications that may be made to her/his individual learning plan.

Formal behavior referrals offer another internal assessment tool for student growth. When students are engaged in the curriculum/instruction they are on task and misbehaviors are minimized. When students are earning behavior referrals they are disrupting their own learning and the staff seeks first to understand the reasons for the behavior and then counsel to help the student identify another path to meeting their needs.

## **Student Self-Perception Surveys**

At the end of every cycle, GCCS administers a detailed survey that asks students to provide feedback data on their experience while at Grizzly Youth Academy. The survey asks for information about student perceptions of school climate, classroom curriculum, instruction and individual learning and achievement. This information is collected anonymously.

## Post-Residential Follow-up Assessment

GCCS partners with the National Guard to conduct long-term assessments of progress by tracking students' progress toward personal, academic and career goals. Each month, case managers (National Guard staff) make phone contact with the student and/or mentor to identify whether the student is attending school, employed, in the military or none of the above. This post residential data is very important and a strong assessment of continued student growth toward the SLOs. It is through the case management that the school is able to determine if the student has transferred the knowledge and skills learned at Grizzly to his/her life back home. This data, while not recorded by school staff, is shared with the school staff and provides critical assessment information regarding program effectiveness. For students living in San Luis Obispo, Santa Barbara, Kern, Ventura, or Santa Clara counties Transition Specialists are assigned to assist those students in the post residential phase of their program. These personnel connects students to their high schools and community colleges, assisting them to get enrolled, overcome barriers and stay on a positive track as well as helps perform job searches and job placement.

# 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(b)(5)(D).

The governance structure of Grizzly Challenge Charter School reflects its cyclical residential program and the joint commitment of its lead founding partners – the San Luis Obispo County Office of Education and the California National Guard.

#### Parent Role in Governance

The parental role in governance at GCCS is a unique one at this residential campus where students live for 22 weeks under the care and supervision of National Guard cadre, often far from home and family. To the extent possible given geographic distance and time-limited affiliation with the school, parents and primary caregivers of Grizzly students are encouraged to participate in shaping the school's direction — by attending orientation meetings (TAC), LCAP meetings, completing family feedback forms and participating in family focus groups during Open House. A Grizzly Booster Club was established in 2012 and involves both current and alumni parents in a variety of informational and fundraising activities on behalf of the program. For its part, the National Guard plays the critical "in loco parentis" role as the temporarily guardian responsible for students' residential experience during their stay. National Guard representatives bring this perspective to the table through daily interactions, representation on the school Board of Directors and the Local Advisory Group as well as on the GCCS Site Council.

#### **GCCS Board of Directors**

The GCCS is governed by a Board of Directors, whose major roles and responsibilities include, but are not limited to, establishing and approving all major educational and operational policies, approving all major contracts, approving the school's annual budget, overseeing the school's fiscal affairs, and selecting and evaluating administrative staff. The Board of Directors is governed in its operations and its actions by bylaws (see Exhibit E), which are consistent with the terms of this Charter, the Charter Schools Act, and all other applicable laws. The day-to-day management of the GCCS is delegated to the charter school Director/Principal, an appointee of the Board of Directors.

The GCCS is governed by a five-member board. Membership on the governing board is as follows:

- Two members named by the San Luis Obispo County Superintendent of Schools;
- One San Luis Obispo County district superintendent (to be named by the SLOCOE Superintendents' Council);
- One member appointed by the California National Guard; and
- One member named by the GCCS' current Local Advisory Group (LAG)

Each member of the Governing Board shall serve for a period of three years and until his or her successor is appointed. If no successor is appointed before the expiration of a Board Member's term, the Governing Board shall fulfill its obligations under the bylaws until the vacancy is filled pursuant to Section 3. of the Bylaws. Board Members may serve consecutive terms.

The Officers of the Governing Board shall consist of President, Vice-President, and Clerk. The San Luis Obispo County Superintendent will serve as President. All Officers other than the President shall be appointed annually by the Governing Board. Each Officer shall hold office until he or she resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first. Rotation of officers will be encouraged. Any vacancy among the Officers shall be filled by the Governing Board. An Officer appointed to fill a vacancy shall serve for the unexpired term of his or her predecessor in office.

The GCCS Board of Directors complies with all applicable federal, state and local laws. It holds general liability, property, worker's compensation and unemployment insurance policies, in the amount determined by the SLOCOE, through the SLOCOE and/or any Joint Powers Agreement to which the SLOCOE is a party. The GCCS Board of Directors may initiate and carry on any program, activity, or may otherwise act in any manner which is not in conflict with or inconsistent with, or preempted by, any law and which is not in conflict with the purposes for which charter schools are established.

The GCCS Board of Directors may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an officer or employee of the GCCS or a third party any of those duties. The Board of Directors, however, retains ultimate responsibility over the performance of those powers or duties so delegated.

The Board of Directors shall meet regularly, at least once quarterly, and in accordance with the Brown Act (Government Code 54950), the Public Records Act (Government Code 6250) and the Conflict of Interest Statutes (Government Code 1090).

## **Advisory Bodies**

The Grizzly Challenge Charter School Site Council, is responsible for drafting the Single Site Plan of Student Achievement that designates how federal funds will be used to support student academic achievement. The School Site Council members include the principal, teachers, staff, parents, and students.

The Local Advisory Group (LAG) is a community stakeholder group that provides input and advice related to the Grizzly Youth Academy, including the Grizzly Challenge Charter School and the residential program. The LAG is comprised of community members, parents, school personnel, and National Guard staff. The LAG contributes stakeholder input on the overall residential program including GCCS. The LAG makes recommendations directly to the GCCS Board of Directors. Final authority for all matters dealing with the administration or operation of the charter school resides with the GCCS Board of Directors.

## Organizational Partnerships

The Grizzly Challenge Charter School relies on two strong long-term organizational partnerships with 1) the San Luis Obispo County Office of Education (Authorizing Entity), and 2) the California National Guard (programmatic partner, provider of school land/facilities). Exhibits D (SLOCOE Memorandum of Understanding) and F (Standard Agreement between GCCS and the California National Guard) provide detail on legal and operational relationships between the school and its organizational partners, including the provision of business/administrative services (personnel, accounting, payroll, etc.), facilities use, and shared programmatic roles/responsibilities.

# **Element E: Employee Qualifications**

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

Grizzly Challenge Charter School has created a unique transformative educational environment designed to help Challenged youth turn their lives around. The impact of this experience depends on a seasoned, dedicated, talented staff of teachers, administrators, counselors, and support staff. Over its nearly twenty year history, GCCS has built a top-rate professional team that far exceeds the minimum standards and experience required by law. The school's strong reputation as an effective alternative education program helps it attract and keep staff with significant experience in the field, who are team-oriented, structurally focused, and who possess an understanding of factors affecting youth at-risk. More than 11% of current staffers have been with the program for over five years, 21% more than 10 years (including the GCCS principal).

## **Management Qualifications**

The Director/Principal and any other administrator at GCCS shall possess leadership abilities and a comprehensive educational vision that is consistent with the Charter School's mission and educational program. In addition, the Director shall possess demonstrated expertise in teaching pedagogy and instructional practices, current research and best practices used in a variety of educational environments, school administrative practices, innovation and project management, collaboration, hiring and supervising, budget leadership, technology, data analysis, and at the core a strong advocacy for students. Minimum qualification requirements are a Master's degree for an accredited institution of higher education, a valid teacher credentialing certificate and a valid administrative credential.

The GCCS is overseen by a Director/Principal, currently Paul Piette. Mr. Piette has served in this capacity since 2002. He holds nearly twenty-five years of experience working in alternative education settings, as a teacher, a counselor, and an administrator. He has a Master of Arts in Education and is credentialed in teaching and administrative services.

The San Luis Obispo County Office of Education, GCCS authorizing entity, designates an administrative liaison to oversee, monitor and advise the charter school. Assistant Superintendent for Student Services (including for Alternative Education).

#### Classroom Teachers

The GCCS currently employs thirteen (13) certificated teachers all of whom hold appropriate California teaching certificates issued by the Commission on Teacher Credentialing. The school fully complies with Section 47605.6 (l), which states:

Teachers in charter schools shall be required to hold a commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. These documents shall be maintained on file at the charter school and shall be subject to periodic inspection by the chartering authority.

All GCCS teachers assigned to core course instruction are required to hold an appropriate teaching credential issued by the California Commission on Teacher Credentialing that authorizes instruction in the core subject area taught (History, English, Science and/or Mathematics). GCCS teachers assigned to non-core course instruction (i.e. elective subjects) must hold an appropriate teaching

credential issued by the California Commission on Teacher Credentialing that authorizes instruction in the non-core subject area.

GCCS will work with teachers to provide professional development opportunities, close supervision and/or structured mentoring to assist teachers. The most important qualifications of our teachers are: appropriate credentials, a commitment to the philosophy of the GCCS and its mission, a deep commitment to student achievement, an acceptance of responsibility for instruction, team player, ability to mentor and serve as a good role model, communication skills and demonstrable effectiveness in teaching all learners.

All GCCS teachers are also certified in Cross-Cultural, Language and Academic Development (CLAD), or hold an English Language Learner authorization: Specially Designed Academic Instruction Delivered in English (SDAIE) and English Language Development (ELD).

All teachers teach in compliance the Every Student Succeeds Act (ESSA).

The school employs a full-time Resource Specialist Program (RSP) teacher to provide integrated instruction and support for special education students with IEPs. Provide staff and parents with pertinent information and consultation. Provide on-going assessment and evaluation.

## Administrative, Counseling And Support

Grizzly currently has 19 certificated staff that includes 13 full time credentialed teachers and one part time credentialed teacher, two academic counselors, one resource specialist, and two administrators. The classified staff includes two instructional aides, one bilingual instructional aide, one administrative specialist, one administrative assistant, one registrar, one school psychologist, one program coordinator, one paraeducator, and one technology trainer. In addition to the school staff, the National Guard has four counselors and over 30 Cadre that support students and serve as their guardians in the residential program.

See Exhibit G for the GCCS Organizational Chart.

# 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 include the requirement that each employee of the charter school furnish it with a criminal record summary as described in Section 44237. Education Code Section 47605(b)(5)(F).

The GCCS has adopted and implements a comprehensive set of health, safety, and risk management policies (see Exhibit H, GCCS Comprehensive School Safety Plan). These policies are developed in consultation with the National Guard and the school's insurance carriers and, at a minimum, address the following topics:

- A requirement that all enrolling students and staff provide records documenting immunizations, including tuberculosis, to the extent required for enrollment/employment in non-charter public schools.
- A policy establishing that the GCCS functions as a drug, alcohol, and tobacco free workplace.
- Assurance that all school facilities will comply with local zoning and fire-safety requirements.
   Facilities utilized are assessable in compliance with minimal standards established under Section 504 and the Americans with Disabilities Act.
- A requirement that each employee of the GCCS submit to a criminal background check and furnish a criminal record summary as required by Education Code Section 44237 as well as a requirement to seek the criminal background check of vendors as required by Education Code Section 45125.1.
- Detailed procedures for addressing the following health and safety scenarios involving students, staff, and/or visitors (See Exhibit H – GCCS Comprehensive School Safety Plan):
  - Child abuse referrals
  - Notification of Dangerous Pupils
  - o Discrimination/Harassment
  - o School-wide Dress Code
  - O Safe Ingress and Egress Procedures
  - O Suspension and Expulsion Policies (also discussed under Element J. below)
  - O Disaster Response (SEMS) Plan

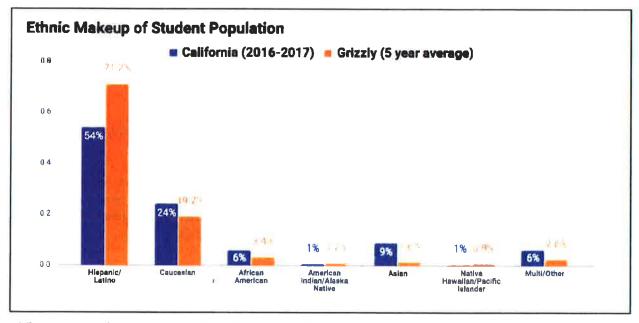
Health and safety policies and procedures are incorporated as appropriate into student and staff handbooks, are reviewed on an ongoing basis, and are included in the school's annual staff training calendar. All school staff are required to maintain updated CPR/First Aid certification (renewable every two years). GCCS occasionally sponsors an on-site recertification course. Fire, earthquake and evacuation drills are conducted annually at a minimum.

# Element G: Racial And Ethnic Balance

Governing Law: The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the district to which the charter petition is submitted. Education Code Section 47605(b)(5)(G).

The Grizzly Challenge program is designed to serve students from throughout the state of California. As such, charter school staff and partners from the National Guard implement a student recruitment strategy that includes elements or strategies to ensure a racial and ethnic balance that is reflective of the broad diversity of the state. Elements of this strategy include:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.
- The development of promotional and informational material that appeals to all of the various racial and ethnic groups represented in the state who have been traditionally served by National Guard Challenge programs.
- The appropriate development of promotional and informational materials in languages other than English to appeal to limited English proficient populations.
- The appropriate development of promotional and informational materials to a broad variety
  of community groups and agencies that serve the various racial, ethnic, and interest groups
  represented in the state.
- Outreach meetings in several areas around the state to reach prospective students and parents.



These approaches help to consistently attract a diverse student population from communities across the state. The GCCS average is 71% Hispanic, 10% other ethnic minority groups, 19% Caucasian.

# Element H: Admission Requirements

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

GCCS serves all students as the academic component of the California National Guard's ChalleNGe Program, which is a part of a nation-wide youth development initiative established by the United States Congress. By virtue of the residential nature of the program, students who are admitted into the California National Guard ChalleNGe program become residents of San Luis Obispo County. As a public charter school, the GCCS automatically enrolls and serves the academic needs of all California National Guard ChalleNGe participants.

GCCS 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. GCCS shall not require any monetary contribution as a condition for application, admission, enrollment, or participation in any of the Charter School's regular educational activities and shall comply with the "free schools" guarantee as set forth in state law.

No test or assessment shall be administered to students prior to acceptance and enrollment into the school. GCCS will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state except as required for nonclassroom-based/independent study schools in accordance with Education Code Section 51747.3.

The Board of Directors shall determine all policies, processes, and procedures governing application, admission, and enrollment at GCCS. Within the scope of the approved charter, the Board shall have the sole authority to determine the size and grade-level breakdown of the student body at GCCS. The determination of school capacity shall be based on GCCS's academic program, fiscal viability, the educational needs of currently enrolled students, the capacity of GCCS, and the level of interest shown by students who want to attend GCCS.

# Element I. Fiscal Audit

Governing Law: The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. Education Code Section 47605(b)(5)(1).

SLOCOE in its role as Authorizing Entity assigns Business Office staff to oversee completion of an annual, independent audit of the school's financial affairs, conducted by an independent audit firm experienced working with public and charter schools. The auditor verifies the accuracy of the school's financial statements, revenue-related data collection, reporting practices, and examines the school's internal controls. A copy of the auditor's preliminary findings is forwarded to the GCCS Board of Directors who work with SLOCOE Business Office staff to review and resolve any audit exceptions or deficiencies. Audit exceptions and deficiencies shall be resolved to the satisfaction of the SLOCOE. The independent audit firm submits its final report to SLOCOE, the State Department of Public Instruction, and the State Controller's Office by December 15th of each year.

GCCS follows SLOCOE standard business and operating procedures as outlined in the SLOCOE Business Procedures Manual (see Exhibit I – Table of Contents. Full Manual available on request). All GCCS financial records for Grizzly are stored at the SLOCOE warehouse. Procedures & guidelines for records retention are similar to COE procedures and guidelines followed per the California Association of School Business Officials (CASBO) Record Retention Manual.

# Element J: Student Suspension & Expulsion

Governing Law: The procedures by which pupils can be suspended or expelled. Education Code Section 47605(b)(5)(1).

GCCS offers an alternative high school experience designed specifically for students who have had difficulty thriving in their schools-of-residence. Most are at risk of dropping out, have dropped out, been suspended or expelled. Students who have been expelled are able to work on rehabilitation plans while at Grizzly and return to their communities with a "clean slate."

The GCCS maintains a comprehensive set of student discipline policies in partnership with National Guard Challenge program staff and included in the GCCS Comprehensive School Safety Plan (Exhibit H). The two partnering organizations maintain a highly structured and coordinated disciplinary plan of action for student misbehavior during or after school hours (GCCS during school, National Guard after school). Historically, suspensions have been highly unusual and only involve exclusion from class activities but not residential after-school events supervised by National Guard cadre. Expulsions have been non-existent over the program's 20-year history.

Disciplinary policies are distributed as part of the school's student handbook and clearly describe the school's expectations regarding attendance, mutual respect, substance abuse, violence, safety, and work habits. Each student and his or her parent or guardian are required to verify that they have reviewed and understood the policies prior to enrollment.

The school notifies SLOCOE of any expulsions and includes suspension and expulsion data in its annual performance report.

#### Suspension

Students who violate the school's discipline policies, who are a serious disruption to the education process, and/or who present a health or safety threat may be suspended from participation in the larger community of learners for up to five days, as determined by the school administration. The school will immediately notify California National Guard cadre and the student's parents or guardians regarding the decision, including an explanation for action taken. Suspended students will remain under the supervision of California National Guard cadre.

#### Expulsion

If the violation of the discipline policies is a serious offense that merits expulsion, and/or if the student presents an ongoing threat to health and safety, the school may take action to expel the student. The GCCS will fully comply with the Gun Free Schools Act. In all expulsion cases, the school will send a written notice of the facts, allegations, and student/parent rights to the parent or guardian and a committee designated by the governing board will hold a hearing regarding the offense. Students will be afforded due process in conformity with applicable federal laws and regulations, including those heightened due process rights afforded to students with exceptional needs. If the committee determines that the case merits expulsion, the student may be expelled. Students expelled from the GCCS will be referred to an appropriate educational setting in their home district. Charter school staff will serve as liaisons among students, parents/guardians and schools in order to ensure a smooth transition.

# Element K: Retirement Systems

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

All employees of the GCCS who qualify for membership in STRS or PERS shall be covered under that system. Employees contribute at the rate established by STRS or PERS. The GCCS makes all employer contributions as required by STRS and PERS. No contributions by GCCS or its employees are made to federal Social Security. The GCCS also makes contributions for workers' compensation insurance, unemployment insurance and any other payroll obligations of an employer. The SLOCOE collects employee and employer contributions from the GCCS and submits such to the appropriate agencies in the appropriate manner.

# 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(b)(5)(L).

Students who enroll in the Grizzly Youth Academy through the California National Guard Program are required to attend the Grizzly Challenge Charter School for the academic component of their residential experience. If students opt not to continue with the program, they may re-enroll into their district of residence in accordance with existing enrollment and transfer policies of that jurisdiction.

# Element M: Post-Employment 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(b)(5)(M).

Employees of the SLOCOE who resign from employment to work at the GCCS and who later wish to return to the SLOCOE shall be treated the same as any other former SLOCOE employee seeking reemployment.

Charter school staff that have left permanent status employment in a public school district to work at the Grizzly Challenge Charter School formally transfer school districts. They will not have a preferential option to return to a comparable position in that district.

# Element N: Dispute Resolution Process

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

## **Dispute Resolution Process**

The GCCS Board of Directors follows the SLOCOE Uniform Complaint Procedure Policy for airing and resolving internal and external disputes. The SLOCOE refers all complaints regarding operations of the GCCS to the GCCS Principal for resolution in accordance with the charter school's adopted policies. In the event that the policies and processes adopted by the GCCS fail to resolve the dispute, the SLOCOE will not intervene in the dispute without the consent of the GCCS Board unless the matter directly relates to one of the reasons specified in law for which a charter may be revoked (below).

In the event that any dispute arises relating to this charter, the parties agree to attempt to settle such dispute by meeting and conferring with each other in a good faith attempt to resolve the dispute. In the event that the parties are unable to resolve any dispute by meeting and conferring, the parties shall then submit any such dispute to binding arbitration before a mutually approved neutral arbitrator, with the costs of conducting the arbitration to be shared equally between the SLOCOE and the GCCS.

## Term, Renewal and Revocation

The term of this charter shall begin on July 1, 2018 and shall expire five (5) years thereafter. The GCCS shall initiate renewal of the charter at least six (6) months prior to expiration of the charter term. Renewal of this charter shall be governed by the applicable standards and criteria set forth by Education Code at the time renewal is requested.

The SLOCOE may revoke this charter only upon a majority vote of the Governing Board of the SLOCOE. Revocation of the charter shall be based upon a written finding that the GCCS did any of the following:

- Committed a material violation of any of the conditions, standards, or procedures set forth in this charter;
- Failed to meet or pursue the pupil outcomes identified in the charter;
- Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement;
- Violated any provision of law.

Prior to revocation, the SLOCOE Governing Board shall notify the GCCS of any violation and give the GCCS a reasonable period of time, but in no event to exceed six (6) months, within which to correct the violation, unless the Board determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of students. In the event a violation is not corrected to the SLOCOE's satisfaction within the reasonable period of time specified, the SLOCOE Board may take action to revoke the charter.

## Oversight and Reporting

The GCCS receives funding indirectly from the state through SLOCOE. Any funds due to the school that flow through the SLOCOE shall be forwarded to the GCCS in a timely fashion. The SLOCOE and GCCS negotiate in good faith and have developed a memorandum of understanding that establishes the specific financial and service relationship between the two parties.

The SLOCOE provides and/or performs the supervisory oversight tasks and duties specified and/or necessitated for the implementation of this charter for a fee that will not exceed one percent (1%) of all state and federal revenues in exchange for oversight duties pursuant to the terms of the Charter Schools Act. The SLOCOE is not responsible for providing any facilities to the GCCS nor is the GCCS be entitled to a pro rata share of any SLOCOE bonds or assessments.

The SLOCOE may inspect or observe any part of the GCCS at any time but shall provide reasonable notice to the GCCS administrator prior to any observation or inspection. Inspection, observation, monitoring, and oversight activities may not be assigned or subcontracted to a third party by the SLOCOE without the consent of the GCCS Board of Directors.

# Element O: Closure Procedures

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

In the event that the GCCS decides to shut down operations, the following procedures will immediately ensue:

- The GCCS Board of Directors will adopt resolutions electing to wind up and dissolve the school;
- The GCCS Board of Directors will set aside a cash reserve for the payment of estimated expenses, taxes, unascertained or contingent liabilities, and expenses and costs of winding up, distribution of assets, and dissolution;
- A final audit will occur and financial statements for the charter school's three most recent accounting periods will be made available;
- All assets will be accounted for and assets will be distributed as determined by the GCCS Board
  of Directors. Distribution of assets shall be limited to the SLOCOE and/or to a nonprofit
  public benefit corporation which is organized and operated primarily for educational purposes
  and which has established tax exempt status under Section 501(c)(3) of the Internal Revenue
  Code;
- All student records will be transferred to the SLOCOE;
- The GCCS Board of Directors will designate a charter school employee to remain on the payroll
  of the charter school beyond the charter school closing for the purpose of overseeing the
  transfer of student records, distribution of assets, as well as matters directly related to the closedown procedures.

### 1. BUDGET AND FINANCIAL REPORTING

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

GCCS shall provide reports to the GCCS Board of Directors and the San Luis Obispo County Office of Education as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the SLOCOE:

- 1. By July 1, a preliminary budget for the current fiscal year.
- 2. By July 1, an annual update (LCAP) 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 GCCS's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, the State Controller, California Department of Education and the San Diego County Superintendent of Schools.
- 4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- 5. September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all receipts and expenditures for the preceding fiscal year

GCCS shall provide reporting to the GCCS Board of Directors and the SLOCOE 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. GCCS agrees to and submits to the right of the SLOCOE 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.

Pursuant to Education Code Section 47604.3, GCCS shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District.

GCCS shall maintain a number of internal financial controls and bookkeeping practices and policies. Internal controls shall be reviewed and evaluated annually by an independent auditor in accordance with generally accepted audit standards. GCCS shall maintain its own accounting system. It shall establish and maintain its own funds to account for resources segregated according to the purpose

for which they are used. GCCS shall ensure a high level of fiscal accountability. GCCS shall adopt an annual budget prior to July 1 of each year. GCCS shall prepare appropriate interim financial statements and reports of financial position, operating results, and other pertinent information to facilitate management control of financial operations, legislative oversight, and for external reporting purposes.

The following financial plan for GCCS is based on the best data available to the charter school developers at the time the renewal plan was submitted for approval. The financial plan is based on several key assumptions, including the following:

- The estimated enrollment capacity for the charter school will be 300 students in grades 9-12;
- The estimated average daily attendance (ADA) for GCCS will be 235 ADA;
- The students will be absent from school an average of 3%;
- The school will receive revenue from the following sources:
  - a. Pass-through special education funding from SLOCOE (per the allocation agreement established through the Special Education Local Plan Area SELPA)
  - b. LCFF funding at the most current rates as estimated by the School Services of California (SSC)
  - c. State lottery revenue based upon the most current rates as estimated by the SSC
  - d. Title I funding through the Consolidated Application process
  - e. Funds through Medical Assistance Administration (MAA) Billing
  - f. Other Public school funds awarded to the school through the state or federal government
  - g. grants and donations as applied for and received
- Facilities for GCCS will be provided by the California National Guard as detailed in the Standard Agreement currently in effect (Exhibit F);

# GCCS Budget Projection 2018-23

See Exhibit J

# 2. INSURANCE AND INDEMNIFICATION

GCCS will maintain the following insurance coverage for the school through the Self Insured Schools of California.

<u>Workers' Compensation</u>: GCCS holds a current Affiliate Certificate of Consent to Self-Insure issued by the State of California Department of Industrial Relations and has complied with the requirements of the Department of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California.

<u>Unemployment Insurance:</u> GCCS' unemployment insurance coverage, as required by law, is provided through SLOCOE.

<u>Liability Coverage</u>: Applies to the named covered party (GCCS), officers and members of the governing board, employees, volunteers, and student body or auxiliary organizations. Coverage is afforded for premises liability, operations liability, professional liability, products liability, contractual

liability, and errors & omissions. GCCS' deductible per occurrence is \$1,000.00 on each claim/loss and coverage is provided to the limit of \$1,500,000.00 over the charter school's deductible. Excess coverage is provided by a private carrier to the level of \$25,000,000.00 per occurrence. Coverage is written on an occurrence form for bodily injury, property damage, and personal injury.

Property Coverage: Applies to all property of the insured, including both real and personal property and including the personal property of others for which the insured is liable under the policies currently in effect, with a combined total of \$100,000,000.00. Perils covered include all risk of direct physical loss or damage. Extensions of coverage include the following property: extra expense, real or personal property at any unscheduled location or exhibition, transit, valuable papers, accounts receivable, property of students/employees, non-owned buildings, pollution cleanup, cost of inventory and insured's adjustment expense, trees, plants, shrubs, or media. The sub-limit of liability amounts, and a list of property not covered are on file with GCCS. Deductible is \$2,500.00 with a limit of \$100,000,000.00 per occurrence for buildings and contents with a \$250,000.00 self-insured retention over SLOCOE's deductible feature per occurrence/loss. There is no property limit per building, per location, per charter school. Building and contents are insured for replacement cost with proof of actual replacement.

Automobile Coverage: Applies to coverage for owned, hired, borrowed, and non-owned autos. Coverage includes auto liability, collision loss, comprehensive (physical) loss, garage liability, and garage keeper's legal liability. GCCS' deductible is \$1,000.00 with a self-insured retention over SLOCOE deductible in the amount of \$1,500,000.00 and an excess coverage provided by a private carrier in the amount of \$25,000,000.00.

Other coverage: Includes comprehensive crime, boiler and machinery, and student accident insurance. Coverage, deductible, and payment limits are on file with GCCS. Health insurance is provided to charter school employees through the SLOCOE.

GCCS shall individually and collectively indemnify and hold SLOCOE harmless from and against any and all claims, causes of action, losses, and damages arising from GCCS's willful misconduct or gross negligence related to GCCS's performance under this Agreement.

## 3. ADMINISTRATIVE SERVICES

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

GCCS shall provide its own administrative services including, but not limited to, human resources, business and fiscal services, curriculum development, professional development, property management and operational administration through employees of the Charter School. However, the GCCS, in close relationship, contracts with SLOCOE for direct administrative services to support functions in human resources, business and fiscal services.

## 4. FACILITIES

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

GCCS is located on Camp San Luis Obispo. Providing facilities are a direct responsibility of the California National Guard as detailed in the Standard Agreement between GCCS and the California National Guard.

## 5. TRANSPORTATION

GCCS shall not provide transportation to and from school.

## 6. ATTENDANCE ACCOUNTING

GCCS shall implement an attendance reporting calendar and maintain a system to contemporaneously record and account for average daily attendance (ADA). These records shall be auditable and will be within the scope of GCCS's annual audit. GCCS will report ADA figures to SLOCOE and the California Department of Education, as appropriate, and on a timely basis.

#### 7. OVERSIGHT

Pursuant to California law, SLOCOE shall be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. In accordance with Education Code Section 47613(a), SLOCOE may charge for the actual costs of supervisorial oversight of GCCS not to exceed one (1) percent of the revenue of GCCS. Pursuant to Education Code Section 47613(f), "revenue of the charter school" is defined as 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. Pursuant to California law, SLOCOE shall be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. In accordance with Education Code Section 47613(a), SLOCOE may charge for the actual costs of supervisorial oversight of GCCS not to exceed one (1) percent of the revenue of GCCS. Pursuant to Education Code Section 47613(f), "revenue of the charter school" is defined as 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.

# List of Exhibits

- A. SLOCOE Board Policy Checklist re: Charter School Petitions
- B. Research Brief by Veritas Research and Evaluation Group
- C. GCCS Course Offerings
- D. Memorandum of Understanding between GCCS and SLOCOE (draft pending signatures)
- E. By-Laws of Grizzly Challenge Charter School
- F. Standard Agreement Between GCCS and the California National Guard (draft pending signatures)
- G. GCCS Staff Organizational Chart
- H. GCCS Comprehensive School Safety Plan
- I. SLOCOE Business Procedures Manual (Table of Contents)
- J. GCCS Budget Projection 2018-23

# (AR) #0420.4 CHARTER SCHOOLS

☐ Initial Petition

☐ Renewal Petition
☐ Denial Appeal

# SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION CHARTER SCHOOL PETITION REVIEW CHECKLIST

Proposed Charter School	Petit	Petitioner Contact Information	Denial Information (if applicable)		Petition Review and Presentation Timelines (Office Use Only)	ew and Presentation Timel (Office Use Only)	lines
Name of Proposed Charter School:	Name:	Grizzly Challenge Charter School	District Denying Petition:	Complete Petition Packet Submitted to SLOCOE	Board Receipt of Complete Petition Packet	Public Hearing	Decision by Board of Education
	Phone:	805 782-6881		(Max of 180 days from denial)	(Al regular Board meeting)	(30 days from Board receipt at regular board meeting)	(60 days from Board receipt, may be extended 30 days if agreed by petitioner(s) and SLOCOE)
Location(s) of Proposed Charter School:	Address:	721 Mendocino Avenue San Luis Obispo, CA 93405	Date of District Board Action:	Date:	Date:	Date Due:	Date Due:
	Email:	Ppiette@mygya.c om				Date Held:	Date of Board Decision:
Comments/Notes:							

Revised June 2016

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1. Parents/guardians representing at least 50% of the number of students charter school expects to employed at the school during its 1st year of operation, in the form required by law. OR during its 1st year of operation, in the form required by law. OR comments:  Comments:  B. REQUIRED AFFIRMATIONS (Education Code 47605(d)(1)  The charter school:  Shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.  Shall not charge tuition.  Shall not discriminate against any student on the basis of disability, gender, gender cidentity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that its contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code.  Shall and it all students who wish to attend the charter school exceeds capacity, attendance shall be determined by a public random drawing. Preference shall be extended to its factor and students who wish to references may be permitted on an individual school basis and only if consistent with the law.  If a student is suched is suched or leaves the charter school without graduating or completing the school year for any reason, the charter school and students, including a transcript of grades or report card, and health information. This paragraph applies only to students subject to compulsory full-time education pursuant to Ed. Code § 48200.	Page #	A. REQUIRED PETITION SIGNATURES (Education Code 47605(a)(1)(A) & (B)	Sufficient	Insufficient	N/A
2. 50% of the number of teachers charter school estimates will be employed at the school during its 1st year of operation, in the form required by law.  Comments:  • Shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.  • Shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.  • Shall not charge tuition.  • Shall not charge tuition.  • Shall not discriminate against any student on the basis of disability, gender, gender identity, gender expression, nationality, race or ethinicity, 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.  • Shall admit all students who wish to attend.  • Shall admit all students who wish to attend the charter school exceeds capacity, attendance shall be determined by a public random drawing. Preference shall be extended to students who wish to attend the charter school and students who reased in the District, except as provided for in Ed. Code § 476145. Other preferences may be permitted on an individual school basis and only if consistent with the law.  • If a student is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the student's last known address within 30 days, and a hall, information in the compulsory full-time education pursuant to Ed. Code § 48200.		Parents/guardians representing at least 50% of the number of students charter school expects to enroll for its 1st year of operation, in the form required by law; OR			
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Comments:		ompulsory full-time education			I
		Comments:			

	C. EDUCATIONAL PROGRAM – (Education Code 47605(b)(5)(A)			
Page #	<ol> <li>Indicates the proposed charter school's Targeted School Population, Including:</li> </ol>	Sufficient	Insufficient	N/A
	<ul> <li>a. Grade levels, approximate number of students</li> <li>b. Specific educational interests, backgrounds, or challenges</li> </ul>			
	<ul> <li>Describe students whom the charter will attempt to educate; describe how the charter will improve learning for the targeted population</li> </ul>			
	<ul> <li>d. Clear and concise Mission Statement that defines the purposes and nature of the charter school</li> </ul>			
Page #	2. Attendance	Sufficient	Insufficient	N/A
	a. Includes school year/day, academic calendar, number of school days and instructional minutes			
	b. Includes attendance expectations and requirements			
Page #	3. What it Means to be an Educated Person in the 21st Century	Sufficient	Insufficient	N/A
	<ul> <li>a. Objective of enabling pupils to become self-motivated, competent, lifelong learners</li> </ul>			
	<ul> <li>b. Clear list of general academic skills and qualities important for an educated person</li> </ul>			
	<ul> <li>Clear list of general non-academic skills and qualities important for an educated person</li> </ul>			
Page #	4. Description of How Learning Best Occurs	Sufficient	Insufficient	N/A
	<ul> <li>Framework for instructional design aligned with needs of the students that the charter school has identified as its target student population and based upon successful practice and research</li> </ul>			
	b. Description of instructional approaches and strategies the charter school will utilize, including, but not limited to, the curriculum and teaching methods (or a process for developing the curriculum and teaching methods) that will enable the school's students to master the content standards for the core curriculum areas adopted by the State pursuant to EC 60605 and to achieve the objectives specified in the charter.			
	<ul> <li>c. Description of basic learning environment or environments (e.g., site-based, independent study, etc.)</li> </ul>			
	<ul> <li>d. Discussion of how chosen instructional approach will enable students to achieve objectives specified in the charter and master academic content standards in core curriculum areas</li> </ul>		=	
	e. Proposed program strongly aligned to school's mission.			
	<ol> <li>Proposal includes, at a minimum, full curriculum for one course or grade level;</li> <li>Proposal also provides that a full curriculum will be submitted prior to the opening of school.</li> </ol>			
	<ul> <li>g. Describes how charter school will identify and meet the needs of students not achieving at or above expected levels</li> </ul>			
	<ul> <li>Describes how the charter school will identify and meet the needs of students who are academically high achieving</li> </ul>			
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Charter Petition Name: GRIZZLY CHALLENGE CHARTER SCHOOL

i. Describes how charter so disabilities (See Special E K. Describes how charter so populations  l. Describes the (1) annual populations  l. Describes the (1) annual pursuant to Section 52055 52060(d), that apply for the operated, by the charter segoals.  The charter petition may in priorities, and the specific Additional Requirements for an How Charter School will in public high schools  a. How Charter School will in public high schools  b. How Charter School will in entrance requirements*  1 Note, courses that are accred ("WASC") may be considered admissions criteria may be considered bentify the measurable pupil means the extent to which all skills, knowledge and attitude Describes how pupil outcome core Academics. The pupil outcomes shall incaechievement both school wid served by the charter school Pupil outcomes shall be asserved by the charter school Pupil outcomes shall be asserved.	ent	Page (		Sufficient Insufficient N/A	- Address of the second of the			de Sufficient Insufficient N/A	of	r E	pe	t ss. rry
Ö			The charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.			*Note, courses that are accredited by the Western Association of Schools and Colleges ("WASC") may be considered transferable, and courses meeting the UC/CSU "A-G" admissions criteria may be considered to meet college entrance requirements.	Comments:		1. Identify the measurable pupil outcomes to be used by charter school, "Pupil outcomes" means the extent to which all pupils of the school demonstrate that they have attained of skills, knowledge and attitudes, specified as goals in school's educational program			4. Pupil outcomes shall be assessed, at a minimum, by objective means that are frequent and sufficiently detailed to determine whether students are making satisfactory progress. It is intended that the frequency of objective means of measuring student outcomes vary

Charter Petition Name: GRIZZLY CHALLENGE CHARTER SCHOOL

<ol> <li>Clearly stated exit outcomes including acquisition of academic and non-academic</li> <li>Affirmation that "benchmark" skills and specific classroom-level skills will be devel</li> <li>Affirmation/description: exit outcomes will align to mission, curriculum and assess</li> <li>Affirmation that college-bound students wishing to attend California colleges or universities will have the opportunity to take courses that meet the "A-G" requiren</li> <li>Lists school-wide student performance goals students will achieve over a given potime: projected attendance levels, dropout percentage, graduation rate goals, etc.</li> <li>Acknowledges that exit outcomes and performance goals may need to be modified time</li> <li>If high school, graduation requirements defined and WASC accreditation address</li> </ol>	Clearly stated exit outcomes including acquisition of academic and non-academic skills  Affirmation that "benchmark" skills and specific classroom-level skills will be developed  Affirmation/description: exit outcomes will align to mission, curriculum and assessments  Affirmation that college-bound students wishing to attend California colleges or universities will have the opportunity to take courses that meet the "A-G" requirements  Lists school-wide student performance goals students will achieve over a given period of time: projected attendance levels, dropout percentage, graduation rate goals, etc.  Acknowledges that exit outcomes and performance goals may need to be modified over time  If high school, graduation requirements defined and WASC accreditation addressed	Sufficient	Insufficient	N/A
	becific classroom-level skills will be developed align to mission, curriculum and assessments wishing to attend California colleges or ke courses that meet the "A-G" requirements bals students will achieve over a given period of t percentage, graduation rate goals, etc. rformance goals may need to be modified over efined and WASC accreditation addressed		nsufficient	N/A
	align to mission, curriculum and assessments ishing to attend California colleges or ke courses that meet the "A-G" requirements bals students will achieve over a given period of t percentage, graduation rate goals, etc. rformance goals may need to be modified over efined and WASC accreditation addressed		nsufficient	NA AM
	ke courses that meet the "A-G" requirements bals students will achieve over a given period of the percentage, graduation rate goals, etc. Iformance goals may need to be modified over efined and WASC accreditation addressed		nsufficient	N/A
· I I I	t percentage, graduation rate goals, etc.  rformance goals may need to be modified over efined and WASC accreditation addressed		nsufficient	AIA
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	rformance goals may need to be modified over efined and WASC accreditation addressed		nsufficient	NA
	efined and WASC accreditation addressed		nsufficient	N/A
4.4			nsufficient	NA
			nsufficient	NA
Page # E. STUDENT PROGRESS MEASUREMENT -	(Education Code 47605(b)(5)(C)	-		
1. Describes the method(s) the charter school will utilize to measure pupil prometing the pupil outcomes (including pupil academic achievement goals) the petition both schoolwide and for all student subgroups to be served. A assessment method or tool should be listed for each of the exit outcomes.	Describes the method(s) the charter school will utilize to measure pupil progress toward meeting the pupil outcomes (including pupil academic achievement goals) identified in the petition both schoolwide and for all student subgroups to be served. At least one assessment method or tool should be listed for each of the exit outcomes.			
2. To the extent practicable, the method for shall be consistent with the way informat card.	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.			
Assessments include multiple, valid and tools	e, valid and reliable measures using traditional/alternative			
4. Charter school should utilize a variety of assessment tools to skills, knowledge, or attitudes being assessed, including too means of assessment consistent with the measurable pupil include all required state and federal required assessments	Charter school should utilize a variety of assessment tools that are appropriate to the skills, knowledge, or attitudes being assessed, including tools that employ objective means of assessment consistent with the measurable pupil outcomes. Assessment tools include all required state and federal required assessments			
Assurance that charter school shall mee assessments required by state law	Assurance that charter school shall meet all statewide standards and conduct all pupil assessments required by state law			
6. Chosen assessments are appropriate fo	Chosen assessments are appropriate for the standards and skills they seek to measure			
7. Description of how assessments align to mission, exit outcomes, and curriculum	mission, exit outcomes, and curriculum			
8. Describes minimal required performance	performance level necessary to attain each standard			
Outlines plan for collecting, analyzing/utidata on student achievement to school suffizing the data continuously to monitor program	Outlines plan for collecting, analyzing/utilizing and reporting student/school performance data on student achievement to school staff, parents/guardians and SLOCOE, and for utilizing the data continuously to monitor and improve the charter school's education program			
10. Include an assurance that the charter sc assessments	e charter school shall conduct all state mandated			
Comments:				

Charter Petition Name: GRIZZLY CHALLENGE CHARTER SCHOOL

1. Includes evidence that the organizational and technical designs of the governance structure reflect a seriousness of purpose necessary to ensure that:  • The charler school will become and remain a viable enterprise  • There will be active and effective representation of interested parties, including, but not limited to parentis/guardians. For example, the charler school shall, on a regular basis, consult with parents/guardians. For example, the charler school shall, on a regular basis, or the educational program will be successful.  2. Describes what role parents have in the governance and operation of the school  3. Describes what role parents have in the governance and operation of the school  4. Compliance with Brown Act, Public Records Act and Conflict of Interest Policy  5. Size/composition of board, board committees and/or advisory councils  6. Board's scope of authority/responsibility along with role of school administration  7. Method for selecting initial board members along with Board election/appointment and replacement procedure  8. Describes how Board will be developed in terms of supplementing necessary skills and providing training in effective board practices  9. Initial governing board members identified by name or the process to be used to select them and a soften relevant supporting documentation (e.g., bylaws and articles of incorporation).  10. Clear description of the legal organization of the charter school including evidence of the charter school's incorporation as a non-profit public benefit corporation, if applicable, as well as other relevant supporting documentation (e.g., bylaws and articles of incorporation).  11. Outlines other important legal or operational relationships between school and the SLOCDE in accordance with the general contents of an MOU or Operating Agreement personnel, accounting, payroll, etc.	Insufficient N/A													
	Sufficient		out not asis,		S:			and	and	elect	of the le, as	nent	uding	
	F. GOVERNANCE STRUCTURE – (Education Code 47605(b)(5)D)	<ol> <li>Includes evidence that the organizational and technical designs of the governance structure reflect a seriousness of purpose necessary to ensure that:</li> <li>The charter school will become and remain a viable enterprise</li> </ol>	<ul> <li>There will be active and effective representation of interested parties, including, limited to parents/guardians. For example, the charler school shall, on a regular the consult with parents/guardians and teachers regarding the educational program</li> <li>The educational program will be successful</li> </ul>	Describes what role parents h		Compliance with Brown Act, I			Describes how Board will be opposed by providing training in effective		Clear description of the legal charter school's incorporation well as other relevant support incorporation).			Comments:

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G. EMPLOYEE QUALIFICATIONS – (Education Code 47605(b)(5)((E)	1. Describes general qualifications for the various categories of employees the charter school anticipates employing, (e.g., teachers, administration, other staff) and desired professional backgrounds, depth of experience and other qualities to be sought in their selection	<ol> <li>Identifies those positions that the charter school regards as key in each in each category, and specifies the additional qualifications expected of individuals to be selected for and assigned to these positions</li> </ol>	<ol> <li>States that the charter school will conform to the legal requirement that all teachers shall hold a Commission on Teacher Credentialing ("CTC") certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold, and that these documents shall be maintained on file at the charter school and are subject to periodic inspection.</li> </ol>	4. Defines core academic teachers & affirms they will hold appropriate Commission on Teacher Credentialing certificate, permit or other equivalent document; provides specific credentials to be required along with discussion of how this will satisfy requirements for "highly qualified teachers" under the No Child Left Behind Act	5. Identifies teaching positions which are not considered core academic, along with required Qualifications	Comments:	H. HEALTH AND SAFETY PROCEDURES - (Education Code 47605(b)(5)(F)	1. Requires that each employee will furnish the school with a criminal record summary as described in EC 44237	2. Requires the examination of staff for tuberculosis as described in EC 49406	<ol> <li>Provide for the screening of students' vision and hearing and the screening of students for scoliosis to the same extent as would be required if the students attended a non- charter public school</li> </ol>	4. Provides an assurance that the charter school's facilities will comply with state building codes, the Americans with Disabilities Act ("ADA") access requirements, and any other applicable fire, health and structural safety requirements, and will maintain on file readily accessible records documenting such compliance.	5. Outlines specific health and safety practices addressing such key areas as:	a. Seismic safety (structural integrity and earthquake preparedness)	b. Natural disasters and emergencies	c. Immunizations, health screenings, administration of medications

Charter Petition Name: GRIZZLY CHALLENGE CHARTER SCHOOL

			Sufficient Insufficient N/A				Sufficient Insufficient N/A											
e. Staff training on emergency and first aid response	6. Petition accompanied by a detailed set of health and safety related policies/procedures or provides an assurance that a charter school safety plan will be developed and kept on file for review, and that staff will be trained annually on the safety procedures outlined in the plan	Comments:	† I. RACIAL AND ETHNIC BALANCE - (Education Code 47605(b)(5)(G)	<ol> <li>Describes specific practices/policies designed to achieve a racial and ethnic balance among its students that is reflective of the general population residing within the territorial jurisdiction of the authorizer. For instance, the petition should describe outreach efforts including what geographical areas will be targeted, the type of methods for advertising and recruit students, and the language(s) that will be used.</li> </ol>	2. Practices and policies appear likely to achieve targeted racial and ethnic balance	Comments:	J. ADMISSIONS REQUIREMENTS – (Education Code 47605(b)(5)(H)	1. Mandatory assurances regarding non-discriminatory admission procedures	<ol><li>Admission preferences which are required for conversion charter schools, if applicable.</li></ol>	3. Clearly describes admissions requirements, including any admission preferences.	4. Describes the manner in which the charter school will implement a public random drawing in the event that applications for enrollment exceed school capacity. This description addresses:	<ul> <li>The method the charter school will use to communicate to all interested parties the rules to be followed during the lottery process.</li> </ul>	<ul> <li>The method the charter school will use to verify lottery procedures are fairly executed.</li> <li>The timelines under which the open enrollment pariod and lottery will occur.</li> </ul>	The location where the lottery will occur and the efforts the charter school will undertake to ensure all interested parties may observe the lottery.	<ul> <li>The date and time the lotteries will occur so most interested parties will be able to attend</li> </ul>	<ul> <li>The preferences to be granted, if any, to potential students and specifies how preference will be granted to each category.</li> </ul>	<ul> <li>The procedures the charter school will follow to determine waiting list priorities based upon lottery results.</li> </ul>	<ul> <li>The means by which the charter school will contact the parents/guardians of students who have been promoted off the waiting list and timelines under which parents/guardians must respond in order to secure admission.</li> </ul>
			Page #				Page #											

Charter Petition Name: GRIZZLY CHALLENGE CHARTER SCHOOL

	The records the charter school shall keep on file documenting the fair execution of lottery procedures.			
	Comments:			
Page #	K. FINANCIAL AUDIT - (Education Code 47605(b)(5)(I)	Sufficient	Insufficient	N/A
	<ol> <li>Describes manner in which annual, independent financial audit will be completed by December 15th following the close of each fiscal year.</li> </ol>			
	<ol><li>Describes who will be responsible for contracting and overseeing the independent audit</li></ol>			
	3. Specifies that the auditor will have experience in education finance			
	<ol> <li>Provides scope and timing of audit, as well as required distribution of completed audit to the San Luis Obispo County Office of Education, State Controller's Office and California Department of Education</li> </ol>			
	<ol> <li>Process and timeline for addressing any audit findings and/or resolving any audit exceptions and deficiencies to the satisfaction of the San Luis Obispo County Office of Education</li> </ol>			
	Comments:			
Page #	L. PUPIL SUSPENSION AND EXPULSION — (Education Code 47605(b)(5)(J)	Sufficient	Insufficient	A/N
	<ol> <li>Identifies the offenses for which students in the charter school must (where non-discretionary) and may (where discretionary) be suspended and, separately, the offenses for which students in the charter school must (where non-discretionary) or may (where discretionary) be expelled, providing evidence that the petitioners' reviewed the offenses for which students must or may be suspended or expelled in non-charter public schools.</li> </ol>			
	<ol> <li>Identifies the procedures by which parents/guardians and students will be informed about reasons for suspension or expulsion and of their due process rights in regard to suspension or expulsion</li> </ol>			
	<ol> <li>Describes the procedures by which students may be suspended or expelled, including a detailed, step-by-step process</li> </ol>			
-	4. Provides evidence that in preparing the lists of offenses and the procedures specified in the charter petition, the petitioners reviewed the lists of offenses and procedures that apply to students attending non-charter public schools, and provide evidence that the charter petitioners believe their proposed lists of offenses and procedures provide adequate safety for students, staff, and visitors to the school and serve the best interests the school's students and their parents/guardians.			
	<ol> <li>Provides due process for all students and demonstrates strong understanding of relevant laws protecting constitutional rights of students, generally, and the rights of students with disabilities in regard to suspension and expulsion</li> </ol>			

	<ol> <li>Explains how policies and procedures regarding suspension and expulsion will be periodically reviewed, including, but not limited to, modification, as necessary, of the list of offenses for which students are subject to suspension or expulsion.</li> </ol>			
	Comments:			
Page #	M. STAFF RETIREMENT SYSTEM - (Education Code 47605(b)(5)K)	Sufficient	Insufficient	N/A
	<ol> <li>Describes manner by which staff members will be covered by STRS, PERS and/or federal social security; or how the charter school will create a system to address employees' retirement funding</li> </ol>			
	<ol> <li>Specifies specific positions to be covered by each system and staff designated to ensure that arrangements for coverage are made</li> </ol>			
	Comments:			
Page #	N. PUBLIC SCHOOL ATTENDANCE ALTERNATIVES - (Education Code 47605(b)(5)(L)	Sufficient	Insufficient	N/A
	<ol> <li>Specifies that the parent/guardian of each student enrolled in the charter school shall be informed that the student has no right to admission in a particular school or program of the SLOCOE as a consequence of enrollment in the charter school.</li> </ol>			
	2. Specifies how parents/guardians will be informed that their student has no right to admission in a particular school or program of the SLOCOE as a consequence of enrollment in the charter school.			
	Comments:			
Page #	O. POST-EMPLOYMENT RIGHTS OF EMPLOYEES - (Education Code 47605 M)	Sufficient	Insufficient	N/A
	<ol> <li>Consistent with applicable collective bargaining agreements, the petition describes the rights of any employee of the SLOCOE upon leaving the employment of SLOCOE to work at the charter school, if any, and of any rights of return to the SLOCOE after employment at a charter school, if any.</li> </ol>			
	Comments:			

Sufficient Insufficient N/A	Sufficient Insufficient N/A		Sufficient lossificient N/A		Sufficient Insufficient N/A	
Page # P. DISPUTE RESOLUTION = (Education Code 47605(b)(5)(M)N)  1. The petitioner identifies procedures to be followed by the charter school and SLOCOE to resolve disputes relating to provisions of the charter  2. None of the dispute resolution procedures shall interfere with SLOCOE's right to pursue revocation of the charter pursuant to EC 47607 as appropriate, and its performance of its oversight duty pursuant to EC 47604.32, including its right to inspect or observe the charter school at any time.	Comments: Page # Q. CLOSURE PROCEDURES - (Education Code 47605(b)(5)(0)	<ol> <li>Outlines a detailed description of the process to be used if the charter school closes. The description of the process includes:         <ul> <li>Designation of who is the responsible entity to conduct closure-related activities.</li> <li>Notification of who is the responsible entity responsible for closure-related activities.</li> <li>Transfer and maintenance of all student records.</li> <li>Transfer and maintenance of personnel records.</li> <li>Completion of an independent final audit within six months of closure.</li> <li>Disposal of any net assets remaining after all liabilities have been paid or otherwise addressed.</li> <li>Completion and final of any annual reports required by law.</li> <li>Source of funding for closure-related activities.</li> </ul> </li> </ol>	Comments:  Page # R. EXCLUSIVE PUBLIC SCHOOL EMPLOYER DECLARATION	Petition includes a declaration exclusive public school employme of the Educational Employme Comments:		<ol> <li>Describes the facilities to be used by the charter school including its safety and educational suitability.</li> </ol>

Charter Petition Name: GRIZZLY CHALLENGE CHARTER SCHOOL

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3. Describes the current and projected availability of the facilities and applicable terms of such use.	Comments:	T. SUCCESSFUL IMPLEMENTATION	<ol> <li>The Petition includes a thorough description of the education, work experience, credentials, degrees and certifications of the individuals comprising, or proposed to comprise, the directors, administrators and managers of the proposed charter school</li> </ol>	<ol> <li>The Petition includes a list of consultants whom the charter school has engaged, or proposes to engage, for the purpose of developing, operating and evaluating the charter school, together with a thorough description of the qualifications of such consultants.</li> </ol>	<ol> <li>Does the information provided in the proposal confirm that the school will have the services of individuals who have the necessary background in curriculum, instruction, assessment, finance, facilities, business management, organization, governance and administration?</li> </ol>	Comments:	Page # U. EFFECTIVE DATE	Does the Petition demonstrate that the charter school will commence operation by September 30 of its first year of operation?	Comments:	V. FINANCIAL & ORGANIZATIONAL ACCOUNTABILITY	<ol> <li>A detailed review of the annual budget development, implementation and review process including the process by which the charter school leadership and governance team will monitor and report regarding the continuing financial solvency of the school.</li> </ol>	<ol> <li>Detailed description of the manner, format and content by which the charter school will regularly report its current and projected financial viability</li> </ol>	<ol> <li>Assurance that charter school shall annually prepare and submit the following financial documents and reports to the San Luis County Superintendent of Schools as required by EC 47604.33:</li> </ol>	<ul> <li>a. A preliminary budget on or before July 1 each year. For a charter school in its first year of operation, the information submitted pursuant to EC 47605(g) satisfies this requirement.</li> </ul>	<ul> <li>b. An updated Local Control Accountability Plan (LCAP) required by EC 47606.5 on or before July 1 each year.</li> </ul>	c. An interim financial report, reflecting changes through October 31, on or before

Charter Petition Name: GRIZZLY CHALLENGE CHARTER SCHOOL

e. A first unadred, finencial report for the full prior year on or before September 15 each  4. Description of the process by which the school will comply with all reports required for charter schools by law, includes sending a copy of each required report to SLOCOE  W. STANDOLL PLAN  W. STANDOLL PLAN  W. STANDOLL PLAN  W. STANDOLL PLAN  B. STANDUL COSTS  D. Cash flow for first three year  Comments:  Comments  Comments  Comments  C. Flanciel process by which the school will be market ranges  a. Number of staff  C. Facilities needs  C. Facilities needs  C. Costs of all major tens are identified and within reasonable market ranges  B. Startub Costs  Comments  Comments  Comments  Comments  II. Revenue from "soff" sources less than 10% of ongoing operational costs  Comments  a. Chearly identifies all major startup costs  g. Timeline allows window for referenced grant applications to be submitted and funded  ii. Facilities  iii. Facilities  b. Assumptions in time with overall school design plan  c. Identifies potential funding source  Comments  iii. Facilities  b. Assumptions in time with overall school design plan  c. Identifies all major startup costs to be come available  Comments  C. Intelline allows window for referenced grant applications to be come available  Comments  C. Identifies all major startup costs to become available  Comments  Comme		d. A second interim financial report, reflecting changes through January 31, on or before			
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		Comments:			

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# affe	4. Annual Operating Budget	Sufficient	Insufficient	N/A
	a. Annual revenues and expenditures clearly identified by source			
	b. Revenue assumptions closely related to applicable state and federal funding formulas			
	c. Expenditure assumptions reflect school design plan			
	d. Expenditure assumptions reflect market costs			
	e. "Soft" revenues not critical to solvency			
	f. Strong reserve or projected ending balance (the larger of 3% of expenditures or \$25,000)			
	g. If first year is not in balance, identifies solvency in future years and sources of capital sufficient to cover deficits until the school year when the budget is projected to balance			
	<ul> <li>Expenditure for general liability, workers compensation &amp; other types of insurance with evidence that petitioners have researched cost and availability: policies to name the SLOCOE as also insured and provide hold harmless agreement</li> </ul>			
	i. Expenditure sufficient for reasonably expected legal services			
	j. Expenditure for Special Education excess costs consistent with current experience in the school district/county			
	Comments:			
Page #	5. Cash Flow Analysis	Sufficient	Insufficient	NA
	Anothly projection of revenue receipts in line with local/state/federal funding disbursements			
	b. Expenditures projected by month and correspond with typical/reasonable schedules			
	c. Show positive fund balance each month and/or identify sources of working capital			
	Comments:			
Page #	6. Long Term Plan	Sufficient	Insufficient	N/A
	<ul> <li>a. Projects revenues and expenditures for at least two additional years</li> </ul>			
	<ul> <li>b. Revenue assumptions based on reasonable potential growth in local, state and federal revenues</li> </ul>			
	c. Revenue assumptions based on reasonable student growth projections			
	d. Reasonable cost-of-living and inflation assumptions			
	e. Annual fund balances are positive or sources of supplemental working capital are identified			
	Comments:			

X. SPECIAL EDUCATION/SELPA (SAN LUIS OBISPO COUNTY SELPA CHARTER SCHOOL POULCY)  1. Identifies whether the charter will be an independent LEA for special education purposes 2. Has consulted with the San Luis Obispo County SELPA Director  a. Discussed special education responsibilities of charter  b. Discussed special education responsibilities of charter  a. Includes fiscal adjocation plan  4. If charter not an independent LEA:  a. Clarifies in charter or an MOU the responsibilities of each party for service delivery  1. Referral  3. Instruction  4. Due Process  5. Agreements describing allocation of actual and excess costs  6. Charter fiscally responsible for fair share of any encroachment on general funds  8. Instruction  4. Due Process  5. If charter is LEA within SELPA?  a. Notifies SELPA Director of intent prior to February 1* of the preceding school year  b. Located within Sal Luis Obispo Courty SELPA geographical boundaries  c. Provides courrent operating budget in accordance with Ed Code 42130 and 42131  d. Provides assurances that all students will be instructed in safe environment  e. Provides courrent operating budget in accordance with Ed Code 42130 and 42131  d. Provides courrent operating budget in accordance with Ed Code 42130 and 42131  d. Provides courrent operating budget in accordance with Ed Code 42130 and 42131  d. Provides courrent operating budget in accordance with Ed Code 42130 and 42131  d. Provides courrent operating budget in accordance with Ed Code 42130 and 42131  d. Responsible for any legal Ress relating to application and assurances process  g. Meets the terms of the "Agreement Regarding the Organization, Implementation, Administration and Operation of the San Luis Obispo SELPA.  h. Meets the terms of all San Luis Obispo SELPA policies and procedures  c. Charler fiscally responsible for fair share of any encreachment on general funds  a. The charler will complete defined admission based on disability or lack of available services  c. Will implement a Surdent Surdent Surdent Sur	Sufficient Insufficient N/A						Sufficient Insufficient N/A							Sufficient Insufficient N/A										Sufficient Insufficient N/A			
	X. SPECIAL EDUCATION/SELPA (SA POLICY)	Identifies whether the charter purposes	Has consulted with the San Lu	- 1	- 1	a. Includes fiscal allocation plan		a. Clarifies in charter or an MOU the responsibilities of each party for service delivery	2. Assessment	3. Instruction	4. Due Process	5. Agreements describing allocation of actual and excess costs	6. Charter fiscally responsible for fair share of any encroachment on general funds	5. If ch	a. Notifies SELPA Director of intent prior to February 1st of the preceding school year	b. Located within San Luis Obispo County SELPA geographical boundaries	c. Provides current operating budget in accordance with Ed Code 42130 and 42131	d. Provides assurances that all students will be instructed in safe environment	94	- 1	g. Meets the terms of the "Agreement Regarding the Organization, Implementation, Administration and Operation of the San Luis Obispo SELPA"	h. Meets the terms of all San Luis Obispo SELPA policies and procedures	<ol> <li>Charter fiscally responsible for fair share of any encroachment on general funds</li> </ol>	6. Pet	 b. No student will be denied admission based on disability or lack of available services	c. Will implement a Student Study Team process	

₹ NA Insufficient Insufficient Sufficient Sufficient Petition/MOU describes the transition to or from a district when a student with an IEP enrolls in, or transfers out of, the charter school Petition/MOU describes the process for notifying district of residence and the SLOCOE
when a special education student enrolls, becomes eligible, ineligible and/or leaves the 8. Overview of how special education funding and services will be provided by: b. San Luis Obispo County Office of Education a. Charter School charter school. c. SELPA Comments: Page # Page #

#### BYLAWS of GRIZZLY CHALLENGE CHARTER SCHOOL

# ARTICLE I. NAME, LOCATION AND FISCAL YEAR

SECTION 1. <u>NAME</u>. The name of the organization is Grizzly ChalleNGe Charter School (GCCS).

SECTION 2. <u>LOCATION</u>. The principal location of the facility shall be on the campus of the California National Guard's Camp San Luis in San Luis Obispo County, California. The Board of Directors may change the location of the principal office by a majority vote of the Board of Directors. GCCS is a countywide charter school under the sponsorship of the San Luis Obispo County Board of Education.

SECTION 3. <u>FISCAL YEAR</u>. The fiscal year of GCCS shall coincide with the fiscal year of the San Luis Obispo County Office of Education, which is July 1 through June 30.

# ARTICLE II.

This organization is formed solely for the purpose of operating GCCS.; a California Charter School formed in compliance with the Charter Schools Act (Education Code Section 47600 et seg.).

## ARTICLE III. GOVERNING BOARD

SECTION 1. <u>NUMBER</u>. GCCS shall have a Governing Board consisting of five members. One (1) of these members will be appointed by the San Luis Obispo County Board of Education; one (1) will be the County Superintendent of Schools who will chair the GCCS Board; one (1) will be appointed from the California National Guard; one (1) will be a Superintendent of a San Luis Obispo County school district, to be appointed by the Superintendents of the school districts within San Luis Obispo County; and one (1) will be a representative, appointed by the Governing Board, of the GCCS Local Advisory Group (a consortium of stakeholders, including community representatives and school staff who provide guidance on school programming issues).

SECTION 2. <u>TERM</u>. Each member of the Governing Board shall serve for a period of three years and until his or her successor is appointed. If no successor is appointed before the expiration of a Board Member's term, the

Governing Board shall fulfill its obligations under these Bylaws until the vacancy is filled pursuant to Section 3. Board Members may serve consecutive terms.

SECTION 3. <u>VACANCIES</u>, Vacancies on the Governing Board shall exist upon the following: (1) on the death, resignation or removal of any director, (2) when the term of a current Board Member has expired and the Member elects not to renew his/her term; (3) the declaration by Board resolution of a vacancy in the office of a director who has been declared of unsound mind by a court order, or convicted of a felony, (4) the vote of a majority of the Board members to remove any director(s), or (5) whenever the authorized number of directors is increased. Upon such a vacancy, the Board will appoint a new representative.

SECTION 4. GENERAL POWERS AND DUTIES. The major powers and duties of the Board shall include, but not be limited to the following: 1) employ teachers and other staff; 2) enter into service contracts and other agreements; 3) adopt a budget and review the year end closing balances of the prior year budget; 4) adopt policies and procedures to further the goals and programs of GCCS; 5) submit or cause to be submitted an Annual Report on GCCS to the chartering agency (San Luis Obispo County Board of Education), and 6) appoint and remove, at the pleasure of the Board, all corporate officers, agents and employees. The Governing Board may exercise all such powers of GCCS as are provided by State and Federal law, San Luis Obispo County Board of Education policy, and these Bylaws. The Governing Board will assign duties and responsibilities to its members at its initial meeting. If necessary, these duties and responsibilities may be reassigned at any time at the direction of the Board.

SECTION 5. <u>COMPENSATION</u>. Members of the Board shall receive no compensation for their services as members of the GCCS Governing Board.

SECTION 6. <u>RESIGNATIONS AND REMOVAL</u>. Any Board Member and/or Officer may resign at any time by giving written notice to the President or Secretary of the Governing Board. Such resignation shall take effect at the time specified therein; and, unless otherwise stated therein, the acceptance of such resignation shall not be necessary to make it effective. A majority of the Board members may vote to remove any Board member(s) or Officers if such removal is in the best interests of GCCS.

SECTION 7. <u>ATTENDANCE</u>. Attendance at Governing Board meetings is mandatory. Missing two meetings in a row without prior Board approval is grounds for immediate dismissal from the Board.

SECTION 8. <u>PROCEDURAL GUIDELINES</u>. The Board shall govern by consensus except where otherwise noted in these Bylaws.

SECTION 9. <u>BOARD MEMBER CONFLICTS OF INTEREST</u>. Public office is a trust created in the interest of the common good and for the benefit of the

people. It is the intent of these Bylaws to maintain public confidence and prevent the use of public office for private gain. In order to avoid conflicts of interest, it is the policy of the Board not to employ Board Members or engage in any action that would result in economic gain for an individual Board Member. Board Members shall notify the Board of any potential conflict of interest prior to the time set for discussion on any such transaction. The written disclosures will be attached to the minutes of the meeting in which Board action occurred relating to the matter disclosed.

# ARTICLE IV. MEETINGS OF THE GOVERNING BOARD

SECTION 1. <u>MEETINGS</u>. The Governing Board will meet at least once quarterly to discuss GCCS operations and to hear reports and updates from Board Members and committees; to consider and to adopt or change policy; and to consider requests and concerns from parents, students and staff. Meetings shall include representation from the management and/or staff of the school. Each Board Member entitled to vote may cast one vote on each matter submitted to a vote of the Board.

SECTION 2. <u>NOTICES</u>. GCCS shall comply with the provisions of the Brown Act, Cal. Gov. Code § 11120, *et. seq.*. Notice, including specific agenda information where possible, of any meetings of the GCCS Governing Board at which time adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the Board is or is expected to be in attendance, may be posted seventy-two hours in advance at a location to be designated annually. The posting of such notice shall be one means of providing full and timely notice to the public of such meetings and the location for the posting of the notice shall continue in effect until changed by subsequent official action by the Governing Board.

SECTION 3. QUORUM. For the purpose of transacting business at meetings of the Board, a quorum shall consist of a majority of the members in office immediately before the meeting begins. If a quorum is present, the affirmative vote of a majority of the voting power represented at the meeting, entitled to vote and voting on any matter, shall be deemed the act of the members unless the vote of a greater number is required by the California Nonprofit Corporation Law or by the articles of incorporation.

SECTION 4. <u>EXECUTIVE SESSIONS</u>. All regular and special meetings of the Governing Board shall be open to the public, except that, upon a vote of a majority of the members present, an executive session may be held to discuss any one or more of the following: (1) attorney-client matters; (2) matters subject to negotiations, and (3) personnel matters. The motion requesting the executive session shall state the nature of the matter to be discussed. Only those persons

invited by the Board may be present during the executive session. The Board shall not make final policy decisions, nor shall any resolution, rule, regulation, or formal action or any action approving a contract or calling for the payment of money be adopted or approved at any session that is closed to the general public. Matters discussed during executive sessions shall remain confidential among those attending. The Secretary of the Governing Board shall maintain topical minutes of all executive sessions.

# ARTICLE V. OFFICERS OF THE GOVERNING BOARD

SECTION 1. OFFICERS. The Officers of the Governing Board shall consist of President, Vice-President, and Clerk. The San Luis Obispo County Superintendent will serve as President. All other officers will rotate according to the guidelines in Art. IV, Sec. 2 below.

SECTION 2. <u>ELECTION AND TERM</u>. All Officers other than the President (see Art. IV, Sec. 1 above) shall be appointed annually by the Governing Board. Each Officer shall hold office until he or she resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first. Rotation of officers will be encouraged.

SECTION 3. <u>VACANCIES</u>. Any vacancy among the Officers shall be filled by the Governing Board. An Officer appointed to fill a vacancy shall serve for the unexpired term of his or her predecessor in office.

SECTION 4. <u>DUTIES OF PRESIDENT</u>. The President shall be the executive officer of the GCCS. He or she shall, in general, supervise and control all of the business and affairs of the Academy, and shall see that all orders and resolutions of the Governing Board are carried into effect. He or she shall preside at all meetings of the Governing Board. The President shall execute contracts, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Governing Board to some other Officer or agent of the GCCS. In general, the President shall perform all duties and may exercise all rights as are incident to the Office of President of the Governing Board and such other duties as may be prescribed by the Governing Board or these Bylaws.

SECTION 5. <u>DUTIES OF VICE-PRESIDENT</u>. The Vice-President shall have all the powers and perform all the duties of the President in the absence or disability of the President. The Vice-President shall perform such other duties as from time-to-time may be assigned to him or her by the President or by the Governing Board.

SECTION 6. <u>DUTIES OF THE CLERK.</u> The Clerk shall perform those duties as deemed applicable by the Board, including compliance with applicable laws and regulations.

# ARTICLE VI. ADVISORY COMMITTEES TO THE BOARD

SECTION 1. <u>MEMBERSHIP</u>. The composition of advisory committees shall be broadly representative and shall take into consideration the specific tasks assigned to the committee. Members will be selected from community members who have an interest in and commitment to the mission of Grizzly ChalleNGe Charter School.

SECTION 2. <u>INSTRUCTION AND RESPONSIBILITY</u>. Each committee shall be clearly instructed as to the length of time each member is being asked to serve; the services the Board wishes the committee to render, the extent and limitations of responsibility, the resources the Board will provide, and the approximate dates on which the Board wishes to receive major reports.

SECTION 3. <u>COMMITTEE POWERS AND PREROGATIVES</u>. A Governing Board possesses certain legal powers and prerogatives that cannot be delegated or surrendered to others. Therefore, all recommendations of an advisory committee must be submitted to the Board for official action. The Board shall have the power to dissolve any advisory committee and shall reserve the right to exercise this power at any time during the life of any committee.

SECTION 4. <u>MEETINGS</u>. Advisory committees to the Board shall comply with the requirements concerning public meetings that are specified in Article IV. Section 2. "Notices" above.

## ARTICLE VII. LOCAL ADVISORY GROUP

The purpose of the GCCS Local Advisory Group (LAG) is to advance the goals and objectives of the GCCS. One LAG member will be selected to serve on the GCCS Governing Board. The LAG, comprised of staff and community members, is responsible for reviewing School Improvement Plans with high, but achievable, goals. The LAG shall be a permanent standing committee.

# ARTICLE VIII. CONTRACTS AND GRANTS

SECTION 1. <u>CONTRACTS</u>. The Governing Board may authorize any member or members of the Board to execute and to deliver any contract in the name of and on behalf of GCCS. Such authority may be general or confined to specific instances or transactions, and may be revoked by a majority vote of the Governing Board.

SECTION 2. <u>GRANTS</u>. Within the terms of GCCS's contract with the San Luis Obispo County Board of Education, the Board or any member of the Board may accept on behalf of GCCS any contribution, gift, grant, bequest or device for the general purpose or for any special purpose of GCCS.

# ARTICLE IX. BOOKS AND RECORDS

GCCS shall keep correct records and shall also keep minutes of the proceedings of its Governing Board and Committees, and shall keep at its registered or principal office a record giving the names and addresses of the Governing Board and operating Committees. All records of the GCCS are considered public documents and may be inspected at any reasonable time. However, student personnel records and any other records protected under privacy laws are excluded.

# ARTICLE X. PROCEDURE TO AMEND THE BYLAWS

The Bylaws may be amended, altered or repealed and new Bylaws adopted upon the affirmative vote of the majority of the Governing Board.

## ARTICLE XI.

The masculine gender includes the feminine and neuter, the singular includes the plural, the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

# ARTICLE XII. INDEMNIFICATION

To the extent permitted by law, this corporation may indemnify its directors, officers, employees, including persons formerly occupying any such

positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them on behalf of GCCS.

# ARTICLE XIII. INSURANCE

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

APPROVED by the GCCS Governing Board, September 29, 2003 AMENDED by the GCCS Governing Board, June 30, 2005

## MEMORANDUM OF UNDERSTANDING Between The

SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION AND THE GRIZZLY CHALLENGE CHARTER SCHOOL JULY 1, 2018- JUNE 30, 2023

#### RECITALS

On May 1, 2003, the governing board of the San Luis Obispo County Office of Education (hereinafter "SLOCOE") granted a charter to the Grizzly ChalleNGe Charter School (hereinafter "GCCS"), following the terms of the Charter Schools Act of 1992, as amended. Pursuant to Education Code Section (EC) 47612 and terms of the charter, GCCS and SLOCOE (collectively, the "Parties") hereby enter into a Memorandum of Understanding (MOU) intended to define the operational and oversight arrangements between the Parties.

Upon the execution of this Agreement by the Parties and upon ratification and approval by the SLOCOE Board of Education, this Agreement shall become a fully incorporated part of the Charter previously approved by the SLOCOE in 2003 and renewed in 2008, 2013, and 2018. To the extent that this Agreement is inconsistent with any of the terms of the Charter or other written or oral agreements between the Parties, this Agreement shall supersede.

#### I. PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

This Memorandum defines the specific operational relationship between GCCS and SLOCOE and resolves other matters of mutual interest not otherwise resolved within the terms of GCCS' charter, including, but not limited to:

- a. Specific funding sources anticipated to be available to the School;
- b. Responsibilities of the Parties;
- c. Oversight responsibilities;
- d. Special education responsibilities;
- e. Direct and indirect services provided by the SLOCOE; and
- f. Clarify responsibilities of each agency.

#### II. TERM

This agreement covers the period from July 1, 2018 through June 30, 2023. The agreement shall be reviewed annually. This agreement may be modified or terminated only with the written mutual consent of the governing bodies of SLOCOE and GCCS. The SLOCOE Governing Board may unilaterally rescind this agreement if the School's charter is revoked in compliance with EC 47604.5 or 47607.

#### III. DEFINITIONS

#### AVERAGE DAILY ATTENDANCE

"Average daily attendance" shall mean the attendance of charter school pupils while engaged in educational activities required of them by the charter school, as defined in Education Code

Section 47612, and in Section 11960, of Title 5, Chapter 11, Subchapter 19, Article 1, of the California Administrative Code of Regulations and other applicable laws.

#### **AUTHORIZING ENTITY**

"Authorizing Entity" shall refer to SLOCOE as the agency that has granted GCCS its countywide charter and is responsible for supervisorial oversight functions and other administrative and direct services as described in this contract.

#### SPONSORING LEA

Sponsoring LEA shall refer not only to SLOCOE, but also basic aid districts for district residents attending GCCS.

#### CHARTER SCHOOL AUTHORITY

GCCS, in performing its duties and obligations under this Agreement and its charter, shall have the power and authority, consistent with federal and state law and subject to other terms and conditions of this Agreement to:

- g. Hire, evaluate and terminate employees;
- h. Contract for additional goods and services with SLOCOE and/or any third party;
- i. Purchase, lease or rent furniture, equipment and supplies;
- j. Accept and expend gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Agreement;
- k. Establish and conduct an educational program and curriculum as provided in the School's charter;
- I. Conduct extra and co-curricular activities and programs;
- m. Conduct professional development for instructional and non-instruction personnel;
- n. Select and acquire instructional materials, equipment and supplies; and
- o. Exercise such other powers as are provided for elsewhere in this Agreement to the extent consistent with this Agreement.

#### IV. FISCAL CONSIDERATIONS

- a. Charter School LCFF funding, Federal funds, and other categorical funding GCCS elects to have SLOCOE Business Services support GCCS budgeting and fiscal management. GCCS elected to receive indirect funding via SLOCOE for Title I Part A and Title federal funds. GCCS may apply for public and private grants for which SLOCOE will assist.
- b. Lottery Funds GCCS will receive lottery funds as specified in EC 47638.
- c. Property tax GCCS shall collect in-lieu property tax from Sponsoring LEAS (Basic Aid Districts) throughout California whose resident students attend GCCS in accordance with EC 47632(j)(5).
- d. Loans SLOCOE may make loans to GCCS or apply for legally allowable loans (eg. TRANS) on behalf of the school pending GCCS Board approval.
- **e. Invoicing for services** SLOCOE will invoice GCCS at least once by the end of the fiscal year.

- **f. Maintenance of funds** GCCS funds will be maintained as District 30 in the county's fiscal management system (QSS).
- g. Oversight As the charter authorizing entity, SLOCOE is responsible for ensuring that GCCS operates in compliance with all applicable laws and the terms of its charter. EC Section 47604.2 identifies the duties of a charter authorizing entity. Specifically, the charter authorizing entity must:
  - 1. Identify at least one staff member as a contact person for the charter school.
  - 2. Visit each charter school at least annually.
  - 3. Ensure that each charter school under its authority complies with all reports required of charter schools by law.
  - 4. Monitor the fiscal condition of each charter school under its authority.
  - 5. Provide timely notification to the Charter Authorizer if the charter is revoked or if the charter school ceases operation for any reason.

For any additional oversight charges outside of the services and charges detailed in section V of this MOU, SLOCOE shall invoice GCCS for such expenses on or before the close of the fiscal year. Invoices for any such additional oversight duties will include the specific tasks performed, staff member who performed the task, time spent on each task, and a list of other related reasonable expenses.

#### V. DIRECT AND INDIRECT SERVICES PROVIDED BY SLOCOE

SLOCOE has agreed to provide, and GCCS has agreed to purchase, the following services from SLOCOE:

- 10% (full-time equivalent) FTE actual salary/benefits for Program Administration services and Title I/Federal Programs coordination provided by the Assistant Superintendent for Student Services.
- 10% FTE actual salary/benefits for Program Administration support provided by the Executive Assistant to the Assistant Superintendent for Student Services.
- 15% FTE actual salary/benefits for Primary Business Services provided by a Fiscal Analyst or mutually acceptable SLOCOE staff person.
- School Psychologist: .5 FTE
- Program Specialist: .038 FTE

#### **Direct Services**

SLOCOE shall invoice GCCS for the following direct services:

a. **Program Administration** – including charter school operations, fiscal procedures, Categorical program support, and staff supervision and evaluation. Daily management of these functions is performed by the GCCS Principal under the direct supervision of the SLOCOE Assistant Superintendent for Student Services, and oversight by the GCCS Board of Directors.

- b. Primary Business Services including Accounting (establishing a chart of accounts, account code structure, and financial ledgers; maintenance and posting of all financial transactions to GCCS's ledgers, preparation of needed financial reports including monthly cash flow and balance sheets, primary contact with independent audit firm regarding yearly audit of the charter school's financial statements, preparation of charter school attendance reports submitted to CDE); Payroll (preparation of pay warrants; distribution of payroll checks, payment of quarterly SUI & Workers' Compensation, and maintenance of employee payroll files); and Budget Development and Fiscal Planning (assistance to GCCS in accurately identifying its revenues, comparing estimated revenues with actual revenues, assistance in projecting and monitoring expenditures, assistance with preparing and revising long-term financial projections, preparation/ maintenance/ monitoring of GCCS budgets, quarterly presentation of budget to GCCS' Board of Directors.).
- **c. Curriculum Development** including technical assistance as needed for individual teachers, and documentation and compliance on WASC accreditation issues.
- d. Student Assessment and Testing GCCS will administer state-mandated assessments in partnership with SLOCOE, including administration dates, test and data processing and analysis, and related matters. Other standardized tests and alternative assessments will be administered solely by the school.

#### **Indirect Services**

For the duration of this MOU, the GCCS shall pay SLOCOE a fixed percentage of 8% of total GCCS expenditures for the remaining services not mentioned in the preceding paragraph. At the end of the MOU period, a new rate will be determined for any subsequent agreement.

- a. Auxiliary Business Services including <u>Accounting</u> (and annual reports and statements); <u>Payroll</u> (execution of direct deposits; calculation and forwarding of all tax, benefit, retirement, and other withholdings; and, preparation of and forwarding of tax withholdings and related documentation to state and federal tax authorities); and <u>Accounts Receivable</u>, <u>Accounts Payable</u>, and <u>Purchasing</u> (processing of all purchase orders, reimbursements to employees or payments to vendors in a timely fashion, preparation and deposit of all deposits, and posting relevant information to appropriate ledgers); Issuing 1099 and W9 Federal Cash Management Grant reports, invoicing for in-lieu property tax.
- **b. Human Resources** Technical assistance in developing a staff/personnel manual, contracts and negotiations, recruiting/screening/interviewing processes and protocols, staff evaluation and compensation, dismissal, dispute resolution, and guidance on other personnel matters.

#### VI. FACILITIES

GCCS is located at the California National Guard's Camp San Luis residential campus in San Luis Obispo. Per a separate contract between GCCS and the National Guard that outlines the provision of school facilities, the National Guard agrees to provide GCCS with all school facilities. The National Guard also agrees to provide maintenance services as needed.

#### VII. SPECIAL EDUCATION

The Parties agree that GCCS operates as a Public School within SLOCOE. As such, under Education Code Section 47646, SLOCOE is responsible for ensuring that all students with exceptional needs who attend GCCS are provided with a free and appropriate education in compliance with applicable state and federal law. As a Public School within the SLOCOE, all special education funds generated by enrollment in the School will be transferred directly from the San Luis Obispo County SELPA (hereinafter "SELPA") to SLOCOE in accordance with the SELPA allocation plan. Per the terms of this agreement, funding for the provision of special education and services and responsibility for provision of such services in compliance with applicable law is transferred to GCCS.

#### a. Service Delivery

- GCCS shall assure that a free appropriate public education is provided for all eligible students with disabilities in accordance with state and federal legal mandates.
- 2. Neither GCCS nor SLOCOE will engage in formal or informal practices that deny access to students with exceptional needs, nor will either "refer" or "counsel out" such students except as specified below and in no event in a fashion that discriminates based on disability.
- GCCS shall employ credentialed employees or contract with SLOCOE to provide approved services in the areas of Child Find, Referral, Assessment and Evaluation, Special Education Instruction, Due Process Proceedings, Transportation, Annual/Triennial IEP's, and Discipline Manifestation Determination.
- 4. GCCS staff shall be trained, as needed, by Special Education Local Plan Area (SELPA) staff to identify students who may have exceptional needs and to conduct a Student Study Team to determine whether alternative interventions in the regular school setting will appropriately serve the needs of students.

## b. Special Education Funding

- 1. GCCS is a member of the San Luis Obispo County SELPA and receives funding in the manner specified by the SELPA Allocation Plan.
- 2. GCCS shall be held fiscally responsible for all costs associated with the provision of special education services to students.
- 3. GCCS accepts responsibility for excess expenses. In the event that costs exceed revenues available to the charter school GCCS shall document that all state and federal special education funds are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. Funds shall be used to supplement and not supplant other sources of federal, state and local funds apportioned to GCCS by SELPA.
- 4. GCCS may access SELPA funds for low incidence equipment and materials as appropriate and specified on a student's IEP.
- 5. GCCS Special Education reporting (MOE, Excess cost, Syt) will be combined with SLOCOE's and submitted together.

### c. Compliance

- GCCS shall assume responsibility for compliance with Section 504 and the Americans with Disabilities Act.
- 2. GCCS shall indemnify and hold SLOCOE harmless from and against any and all liability arising from acts or omissions related to the provision of special education services to students enrolled in the school. This indemnification shall include the legal defense of SLOCOE, its officials, employees, and against special education due process hearing requests and/or complaints to state and federal agencies. GCCS shall indemnify SLOCOE against any damages, including compensatory damages that may be awarded or agreed to for failure to provide appropriate and/or compliant special education services.
- 3. GCCS shall maintain all pupil cumulative ("CUM") and special education files, use appropriate forms and software, and file reports as needed to maintain legal compliance. GCCS shall submit to SLOCOE and SELPA all required reports in order to comply with SELPA and state requirements, including annual and triennial IEP meeting notices, discipline data, assessment, and any other required reports. GCCS shall maintain CASEMIS data and submit these data to the SELPA in accordance with requisite timelines.

#### VIII. DATA REPORTING

- a. Average Daily Attendance GCCS will develop an attendance-reporting calendar and maintain a system to record and account for average daily attendance (ADA). These records shall be auditable and will be within the scope of GCCS's annual audit. GCCS will report ADA figures to SLOCOE and the California Department of Education, as appropriate, and on a timely basis. GCCS utilizes Aeries student management software and reports ADA utilizing the California Department of Education's Principal Apportionment Software.
- b. California Basic Education Data System (Enrollment) GCCS shall also obtain a California Basic Educational Data System (CDS) code number for GCCS from the California Department of Education and complete and submit enrollment and other necessary demographic information, if necessary, through SLOCOE, to the California Basic Education Data System (CBEDS).
- c. Other Data GCCS shall also obtain and work cooperatively to supply to SLOCOE in a timely and accurate fashion any other information necessary to enable SLOCOE to calculate GCCS's entitlement to all available funding sources.
  - GCCS staff is responsible for completing the Personal Time Reporting (PARS) as required for federal funding.

#### IX. FINANCIAL OVERSIGHT

SLOCOE may request, and GCCS shall, if requested by SLOCOE, prepare and submit the following financial information to SLOCOE:

**a.** A proposed budget for the upcoming fiscal year showing estimated revenues and expenditures based on identified and reasonable assumptions prior to the beginning of the fiscal year.

- b. Quarterly financial reports displaying the financial status of the charter school. Such reports shall be prepared within 60 days of the end of the quarter and display budgeted revenues and expenditures as compared with actual figures to date, along with projected year-end figures, by major category of revenue and expenditure.
- **c.** Budget and annual financial reports shall be prepared using the SACS format and CDE supplied SACS software.
- d. GCCS will commit a minimum 5% reserve for economic uncertainty

#### X. AUDIT

GCCS shall cause to be prepared an annual audit of the financial transactions of the charter school each year pursuant to the terms specified in the Charter. GCCS shall immediately forward a copy of the audit to SLOCOE's Chief Financial Officer and the California Department of Education upon receipt of the final audit findings. Any negative findings or deficiencies shall be resolved pursuant to the terms of the charter.

#### XI. INSURANCE

GCCS will maintain the following insurance coverage for the school through the Self-Insured Schools of California:

Workers' Compensation: GCCS holds a current Affiliate Certificate of Consent to Self-Insure issued by the State of California Department of Industrial Relations and has complied with the requirements of the Department of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California.

Unemployment Insurance: GCCS' unemployment insurance coverage, as required by law, is provided through SLOCOE.

<u>Liability Coverage</u>: Applies to the named covered party (GCCS), officers and members of the governing board, employees, volunteers, and student body or auxiliary organizations. Coverage is afforded for premises liability, operations liability, professional liability, products liability, contractual liability, and errors & omissions. GCCS' deductible per occurrence is \$1,000.00 on each claim/loss and coverage is provided to the limit of \$1,500,000.00 over the charter school's deductible. Excess coverage is provided by a private carrier to the level of \$25,000,000.00 per occurrence. Coverage is written on an occurrence form for bodily injury, property damage, and personal injury.

Property Coverage: Applies to all property of the insured, including both real and personal property and including the personal property of others for which the insured is liable under the policies currently in effect, with a combined total of \$100,000,000.00. Perils covered include all risk of direct physical loss or damage. Extensions of coverage include the following property: extra expense, real or personal property at any unscheduled location or exhibition, transit, valuable papers, accounts receivable, property of students/employees, non-owned buildings, pollution cleanup, cost of inventory and insured's adjustment expense, trees, plants, shrubs, or media. The sub-limit of liability amounts, and a list of property not covered are on file with GCCS. Deductible is \$2,500.00 with a limit of \$100,000,000.00 per occurrence for buildings and contents with a \$250,000.00 self-insured retention over SLOCOE's deductible feature per occurrence/loss. There is no property limit per building, per location, per charter school. Building and contents are insured for replacement cost with proof of actual replacement.

<u>Automobile Coverage</u>: Applies to coverage for owned, hired, borrowed, and non-owned autos. Coverage includes auto liability, collision loss, comprehensive (physical) loss, garage liability, and garage keeper's legal liability. GCCS' deductible is \$1,000.00 with a self-insured retention over SLOCOE deductible in the amount of \$1,500,000.00 and an excess coverage provided by a private carrier in the amount of \$25,000,000.00.

<u>Other coverage</u>: Includes comprehensive crime, boiler and machinery, and student accident insurance. Coverage, deductible, and payment limits are on file with GCCS. Health insurance is provided to charter school employees through the SLOCOE.

#### XII. CONSTRUCTION AND SEVERABILITY

- a. Amendments. This agreement may be amended or modified, in whole or in part, only by an agreement in writing developed in the same manner as this agreement.
- **b.** Severability. If any provision or any part of this agreement is for any reason held to be invalid and or unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.
- c. Breach. Notwithstanding the provisions of this Agreement, if a Party ("Breaching Party") materially breaches this Agreement and such breach continues for more than thirty (30) days after written notice thereof from the other, non-breaching Party ("Injured Party"), then the Injured Party shall have the right, upon ten (10) days written notice to the Breaching Party, to terminate or suspend this Agreement and/or the provision of services under this Agreement. For purposes of this Agreement, the failure by either Party to perform any of its obligations under this Agreement and failure to cure such default within thirty (30) days after the Breaching Party receives written notice such breach from the Injured Party.
- d. Indemnification. SLOCOE shall individually and collectively indemnify and hold the GCCS harmless from and against any and all claims, causes of action, losses, and damages arising from SLOCOE's willful misconduct or gross negligence related to SLOCOE's performance under this Agreement. GCCS shall individually and collectively indemnify and hold SLOCOE harmless from and against any and all claims, causes of action, losses, and damages arising from GCCS's willful misconduct or gross negligence related to GCCS's performance under this Agreement.
- **e.** Limitations to Indemnification. Notwithstanding anything to the contrary contained in this Agreement, no indemnification shall be provided under this Agreement based on, arising out of, or relating to any of the following:
  - 1. Any liability expressly assumed by a Party;
  - 2. Any negligent or intentional misconduct of any officer, director, employee, agent, attorney, representative, volunteer, successor or assign;
  - 3. Any violation by officers, directors, employees, agents, attorneys, representatives, volunteers, successors or assigns of any applicable laws of the United States, including, without limitation, the California Charter School Act; or
  - 4. Consequential damages.

f. Materials. Upon termination of this Agreement, each Party shall return all materials belonging to the other Party within sixty (60) days after this Agreement is terminated.

#### XIII. MISCELLANEOUS

- a. Assignment and Delegation. Neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any assignment or delegation in contravention of this Section shall be void and unenforceable.
- **b.** Compliance with Law. Each Party shall comply at its own expense with all laws that relate to its obligations under this Agreement.
- c. Third-Party Beneficiaries. Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall be construed to provide any third parties with any right, remedy, claim, reimbursement, cause of action or other privilege.
- d. Attorney's Fees. If any legal action is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which it may be entitled.
- e. Governing Law. This Agreement shall be construed by, enforced in accordance with, and the validity and performance hereof governed by the laws of the State of California.
- f. Waiver. Failure of either party at any time to require performance by the other Party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- g. Dispute Resolution. In the event that either party disputes the meaning of the terms of this agreement, both parties shall attempt to resolve the dispute in good faith through the dispute resolution process contained within the Charter.

#### XIV. NOTICES

All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses as follows:

To SLOCOE at:

3350 Education Drive San Luis Obispo, CA 93405

To GCCS at:

P.O., Box 3209 San Luis Obispo, CA 93403-3209

year set forth below.
Dated: 4/20/18 BY /1/ / / ///////
Mr Joel Peterson, County Board President on behalf of SLOCOE
Dated: BY
Mr. Chris Williams, District Superintendent, on behalf of Grizzly ChalleNGe Charter School Board of Directors

MOU (SLOCOE-GCCS) 2018-23

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is hereby entered into this \_\_\_18th\_\_ day of April 2018 by and between the Grizzly Challenge Charter School, P.O. Box 3209, San Luis Obispo, California 93403-3209, hereinafter referred to as GRIZZLY CHARTER SCHOOL, and the State of California Military Department (CMD), 9800 Goethe Road, Sacramento, California 95827, hereinafter referred to as CMD. GRIZZLY CHARTER SCHOOL and CMD shall be collectively referred to as the Parties.

WHEREAS, CMD wishes to enter into this Memorandum of Understanding with GRIZZLY CHARTER SCHOOL for the provision of educational services for Grizzly Youth Academy students placed at Camp San Luis Obispo; and

WHEREAS, GRIZZLY CHARTER SCHOOL is specially trained and experienced and competent to perform educational services required and is agreeable to the rendering of such educational services on the terms and conditions hereinafter set forth.

WHEREAS, the CMD is specially trained, experienced and competent to perform quasi-military based training for developing adolescents and is agreeable to the rendering of such services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

## 1.0 DUTIES AND RESPONSIBILITIES.

## A. CMD agrees to:

 Provide recruitment and admission services for Grizzly Youth Academy students to be placed at Camp San Luis Obispo facilities located at 10 Sonoma

		×

Avenue, San Luis Obispo, California 93405.

- Maintain adequate educational facilities commonly known as Grizzly Youth Academy, Camp San Luis Obispo facilities located at 10 Sonoma Avenue, San Luis Obispo, California 93405, hereinafter referred to as Premises for the conduct of an educational program by GRIZZLY CHARTER SCHOOL for students served by Grizzly Youth Academy, Camp San Luis Obispo.
- 3. Make all necessary repairs to the Premises as needed in a timely manner.
- 4. Provide all services including but not be limited to housing, meals (3 per day) including snacks, supervision, safety, security and post-residential phase services for students of the Grizzly Youth Academy.
- 5. Provide transportation to include but not be limited to community services and field trips mutually agreed.
- 6. Grant GRIZZLY CHARTER SCHOOL, for a five year period from the date of this agreement, prioritized but non-exclusive use of Grizzly Youth Academy, Camp San Luis Obispo classrooms to conduct its education program.
- 7. Provide utilities (including telephones) for the Premises.
- 8. Provide approximately 210 to 260 students initially at each class cycle start.

## Page 3

- Provide general supplies, equipment, and classroom
   and student furniture.
- 10. Provide student support during school hours on an as needed basis.
- 11. Assist GRIZZLY CHARTER SCHOOL in responding to student emergency situations identified by GRIZZLY CHARTER SCHOOL staff.
- 12. Employ qualified staff at all times.
- 13. Participate in joint meetings with GRIZZLY CHARTER SCHOOL.
- 14. Serve timely and adequate notice to GRIZZLY CHARTER SCHOOL of any policy, procedural, or directive changes materially affecting the operation of Grizzly Charter School.

## B. GRIZZLY CHARTER SCHOOL agrees to:

- 1. Provide an educational program for students' placed at Grizzly Youth ChalleNGe Academy, Camp San Luís Obispo. Operate all academic programs in accordance with Education Code section 48645.0 48645.7.
- 2. Provide instructional and supervisory support for GRIZZLY CHARTER SCHOOL educational program as well as instructional materials and textbooks.
- Provide personnel to include: one (1) teacher per
   23-35 students.
  - 4. Employ school personnel who shall hold and maintain appropriate administrative and/or teaching

credentials to assure quality of services.

- 5. Provide student supervision during school hours.
- 6. Provide special education services, when appropriate.
- 7. Provide psychological assessment and counseling, when appropriate.
- 8. Provide administration services and maintain separate budget.
- 9. Participate in joint meetings with CMD.
- 10. Maintain all school records, transcripts, etc.
- 11. Provide and pay for cleaning services for all facilities utilized by GRIZZLY CHARTER SCHOOL to include all classrooms, latrines, and administrative offices used to provide educational services to students.
- 12. Serve timely and adequate notice to CMD of any policy, procedural, or directive changes materially affecting the operation of Grizzly Youth ChalleNGe Academy.
- 13. GRIZZLY CHARTER SCHOOL shall not charge CMD any fees to conduct its' educational program at Grizzly Youth ChalleNGe Academy school facilities at Camp San Luis Obispo for a five year period from the date of this agreement.
- 2.0 <u>TERM</u>. This AGREEMENT will remain continuously in effect unless terminated by either party in accordance with Section 12.0.

3.0 PERSONNEL. GRIZZLY CHARTER SCHOOL and CMD shall retain complete and absolute authority over their respective staff members assigned to Grizzly Youth ChalleNGe Academy, Camp San Luis Obispo. Neither party has the authority to discipline, suspend, or terminate from employment, or take action against the other parties' staff members. Both parties agree to enforce academy standards and policies with their respective employees.

## 4.0 INDEPENDENT CONTRACTOR.

- A. GRIZZLY CHARTER SCHOOL, in the performance of this Memorandum of Understanding, shall be and act as an independent contractor. GRIZZLY CHARTER SCHOOL understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of CMD, and are not entitled to benefits of any kind or nature normally provided employees of CMD and/or to which CMD employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. GRIZZLY CHARTER SCHOOL assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Memorandum of Understanding. GRIZZLY CHARTER SCHOOL shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to GRIZZLY CHARTER SCHOOL employees.
- B. CMD, in the performance of this Memorandum of Understanding, shall be and act as an independent contractor. CMD understands and agrees that he/she and all of his/her employees shall

not be considered officers, employees or agents of GRIZZLY CHARTER SCHOOL, and are not entitled to benefits of any kind or nature normally provided employees of GRIZZLY CHARTER SCHOOL and/or to which GRIZZLY CHARTER SCHOOL employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CMD assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Memorandum of Understanding. CMD shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CMD employees.

RECORDS. GRIZZLY CHARTER SCHOOL shall have access to books, and records of CMD pertinent to services performed in the Memorandum of Understanding for audit and evaluation purposes. CMD shall have access to books, documents and records of GRIZZLY CHARTER SCHOOL pertinent to services performed in this Memorandum of Understanding for audit and evaluation purposes. Each of the parties shall maintain and preserve all books, financial statements, journals, ledgers, and other pertinent documents for a period of five (5) years from the termination of the Memorandum of Understanding or for a period required thereafter by statute.

# 6.0 INSURANCE.

A. To the extent authorized by law, and except for the acts or omissions of CMD, its employees, agents and officers, GRIZZLY CHARTER SCHOOL hereby agrees to hold harmless, indemnify and defend CMD and its officers, agents and employees from any liability or any

claims of liability for bodily injury, personal injury, sickness, disease or death of any person or persons, or damage to property, real, personal, tangible or intangible, arising out of the use of the Grizzly Youth Challe NGe Academy facilities for GRIZZLY CHARTER SCHOOL operations during the term of this Memorandum of Understanding. this respect, GRIZZLY CHARTER SCHOOL agrees to carry a comprehensive general liability insurance policy in an amount not less than One million dollars (\$1,000,000) per occurrence, combined single limit and statutory workers' compensation insurance to protect GRIZZLY CHARTER SCHOOL and CMD against liability or claims of liability arising out of the use of the Grizzly Youth Challe NGe Academy facilities for GRIZZLY CHARTER SCHOOL operations during the term of this Memorandum of Understanding, GRIZZLY CHARTER SCHOOL shall furnish CMD with a certificate of insurance evidencing all coverages required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage.

B. To the extent authorized by law, and except for the acts or omissions of employees, agents, and officers of GRIZZLY CHARTER SCHOOL, CMD hereby agrees to hold harmless, indemnify and defend GRIZZLY CHARTER SCHOOL, the Grizzly Challenge Charter High School Board, and its officers, agents and employees, from any liability for bodily injury, sickness, disease or death of any person or persons, or damage to property, real, personal, tangible or intangible, arising out of the use of the Grizzly Youth Challenge Academy facilities for operations other than those of GRIZZLY CHARTER SCHOOL during the term of this Memorandum of Understanding. In this respect, CMD agrees to

carry a comprehensive general liability insurance policy in an amount not less than One million dollars (\$1,000,000) per occurrence, combined single limit and statutory workers' compensation insurance to protect GRIZZLY CHARTER SCHOOL and CMD against liability or claims of liability arising out of the use of the Grizzly Youth ChalleNGe Academy facilities for operations other than those of GRIZZLY CHARTER SCHOOL during the term of this Memorandum of Understanding. CMD shall furnish GRIZZLY CHARTER SCHOOL with a certificate of insurance evidencing all coverages required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage.

- C. CMD shall provide for and maintain in full force and effect, at no expense to GRIZZLY CHARTER SCHOOL a policy or policies of insurance or Memorandums of Agreement or Understanding covering the buildings including improvements and betterments and its loss of rents or loss of income providing protection against any peril included in the classification of "All Risks" for an amount not less than 100% of the replacement cost of said buildings(s) and not less than 100% of annual rents or income. Said policies shall not contain any "coinsurance or contribution" clauses, shall contain a "Replacement Cost" endorsement.
- D. GRIZZLY CHARTER SCHOOL and CMD shall insure its own personal property at the Grizzly Youth ChalleNGe Academy, Camp San Luis Obispo facilities against any peril included in the classification of "All Risks" for an amount not less than 100% of the replacement cost.
- E. In the event that GRIZZLY CHARTER SCHOOL or CMD is either partially or fully self-insured for its liability exposures, GRIZZLY

CHARTER SCHOOL or CMD shall notify the other party in writing and provide said party with a statement signed by an authorized representative of GRIZZLY CHARTER SCHOOL or CMD which states that GRIZZLY CHARTER SCHOOL or CMD agrees to protect the other party and its officers, agents and employees as if the insurance requirements in the above paragraphs are in full force and effect.

- F. All insurance to be maintained by GRIZZLY CHARTER SCHOOL or CMD under this Memorandum of Understanding shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California.
- 7.0 ASSIGNMENT. The obligations of GRIZZLY CHARTER SCHOOL or CMD pursuant to this Memorandum of Understanding shall not be assigned by CMD or GRIZZLY CHARTER SCHOOL without prior written approval of the other party.
- 8.0 COMPLIANCE WITH APPLICABLE LAWS. GRIZZLY CHARTER SCHOOL and CMD mutually agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable, including but not restricted to, all laws governing confidentiality and privacy including but not limited to 42 U.S.C. 29 dd-2, 42 CFR Part 2, and 45 CPR Parts 160 and 164.
- 9.0 <u>NON-DISCRIMINATION</u>. GRIZZLY CHARTER SCHOOL and CMD agree that they will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 10.0 TOBACCO USE POLICY. In the interest of public health, GRIZZLY

CHARTER SCHOOL and CMD require a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in Grizzly Youth Challe NGe Academy buildings and vehicles. GRIZZLY CHARTER SCHOOL may post tobacco-free signs at Grizzly Youth Challe NGe Academy facilities at Camp San Luis Obispo.

- 11.0 DRUG FREE WORKPLACE. Both parties acknowledges the Drug Free Workplace Act of 1990 (Government Code Section 8350) and by signing this Agreement certifies under penalty of perjury that both parties will comply with the requirement as specified in the applicable Government Code.
- 12.0 TERMINATION. Both parties reserve the right to terminate this Memorandum of Understanding upon ninety (90) days prior written notice to the other party. Termination by either party shall be for good cause and may not be done without prior consultation and discussion with the other party. In the event the Memorandum of Understanding must be terminated, both parties agree to make a good faith effort to terminate the Memorandum of Understanding at the conclusion of the state fiscal year.
- 13.0 NOTICE. All notices or demands to be given under this Memorandum of Understanding by either party to the other, shall be in writing and given either by U.S. registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Memorandum of

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Understanding, the addresses of the parties are as follows:

CMD: State of California Military Department

P.O. Box 269101

Sacramento, CA 95826-9101 Attn: Contracting Office

Grizzly Charter School: Grizzly ChallenGe Charter High School

P.O. Box 3209

San Luis Obispo, CA 93403-3209

Attn: Paul Piette

# 14.0 MISCELLANEOUS.

A. The failure of GRIZZLY CHARTER SCHOOL or CMD to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Memorandum of Understanding, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

- B. If any term, condition or provision of this Memorandum of Understanding is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- C. The terms and conditions of this Memorandum of Understanding shall be governed by the laws of the State of California with venue in San Luis Obispo County, California.
- D. The conditions and agreements herein contained shall apply to and bind the heirs, executors, administrators, and successors in interest of the parties hereto.

E. This Memorandum of Understanding and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the Memorandum of Understanding.

IN WITNESS WHEREOF, the Parties hereto have caused this

Agreement to be executed.

CALIFORNIA MILITARY DEPARTMENT

BY:

Authorized Signature

PRINT NAME: Thomas E. Clarke

TITLE: Chief Contracting Section

DATE:

DATE:

TAXPAYER ID# 94-6001336

PARTITIES hereto have caused this

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# Grizzly Challenge Charter School



# **Course Offerings**

January 25, 2018

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# Grizzly ChalleNGe Charter School

# Mission

The mission of the National Guard Youth ChalleNGe Program is to intervene in and reclaim the lives of 16-18 year old high school dropouts. Graduates leave the program with the values, life skills, education, and self-discipline necessary to succeed as productive citizens.

# BUSINESS/COMPUTER EDUCATION DEPARTMENT

# YEARBOOK

# 5.0 credits

Production of the "Grizzly Academy Yearbook" is the focus of this course. Students will become proficiency in photography, layout /design, and photo editing. Students will be using TreeRing and Pixlr web-based software on their student issued Google Chromebooks.

# **ENGLISH**

### **ENGLISH 2**

# 10.0 credits

This two semester course explores the many facets of writing and reading. Students will become proficient in writing arguments to support claims as well as writing informative texts to examine and convey complex ideas and information. Students will improve their writing skills by expanding their vocabulary and grammar. Students will improve their reading skills in areas such as comprehension and speed through a variety of different texts and genres.

# ENGLISH 3

# 10.0 credits

This two semester course includes instruction and practice in reading, writing, listening and speaking. Literary devices are examined through short story, non-fiction, poetry and dramatic literature. Students will become proficient in writing arguments to support claims as well as writing informative texts to examine and convey complex ideas and information. Students will improve their writing skills by expanding their vocabulary and grammar. Students will improve their reading skills in areas such as comprehension and speed through a variety of different texts and genres.

# ENGLISH 4 (English for World of Work) 10.0 credits

This two semester course is designed to help students improve their reading skills in the critical areas of: listening, comprehension, vocabulary, word recognition, study skills and personal reading. Students will become proficient in writing arguments to support claims as well as writing informative texts to examine and convey complex ideas and information. Students will improve their writing skills by expanding their vocabulary and grammar. Students will improve their reading skills in areas such as comprehension and speed through a variety of different texts and genres.

# **READ 180**

# 10.0 credits

The READ 180 course is aligned with the California's Common Core State Standards for English Language Arts, Literacy in History/Social Studies, Science, and Technical Subjects, and the California English Language Development Standards.

The language embedded READ 180 program works to improve each student's reading comprehension, increase his/her understanding of narrative and expository text structures including academic reading, functional reading, informational reading and technical reading. Students are introduced to narrative and expository organizational patterns, as well as the academic and formal language used in the content classes and professional settings. In addition, students work to improve oral and written language skills, including vocabulary development.

# HISTORY/SOCIAL STUDIES

### **ECONOMICS**

# 5.0 credits

This course is the study of production, distribution and consumption of goods and services in the American Economic system. Major topics will include supply and demand, labor and management, gross national product, basic monetary system, comparative economic systems, world trade and consumer economics.

# **GOVERNMENT**

### 5.0 credits

This course involves the examination of America's representative democracy. In our desire to produce knowledgeable American citizens we will study the structure and functions of the federal government in our own country and throughout the world and the importance of involvement by citizens in the decision making process of our elected leaders.

# **U.S. HISTORY**

# 10.0 credits

This is a two semester course that fulfills the state requirements of U.S. History. This course concentrates on the political and social history of the United States over the last 100 years. Students will be asked to participate in individual writing, group discussions, cooperative learning exercises, as well as document-based questions (DBQ) that develop critical thinking skills and that asks them to become active participants in our democracy.

# **WORLD HISTORY**

# 5.0 credits

This course is designed to examine major turning points in the shaping of the modern world, from the late eighteenth century to the present. Focus is on the expansion of the West and on the growing interdependence of people and cultures throughout the world.

# **WORLD GEOGRAPHY**

# 5.0 credits

World Geography is the study of the world's peoples, places, and environment, with a focus on world regions. Cultural studies focus on understanding concepts that describe political, economic beliefs, and social systems along with learning about present day ways of life around the world and their historical backgrounds.

# **PSYCHOLOGY**

# 5.0 credits

This is a beginning psychology course that covers principles of learning, types of personality, understanding human behavior, patterns of behavior, emotional and behavioral adjustments, group influences and psychology and society.

### SOCIOLOGY

### 5.0 credits

This psychology course is a study of human relationships. Topics include the family, social groups, minorities, propaganda, education, and rural and urban problems.

# VOCATIONAL EDUCATION (Cuesta College)

# **AUTO BODY** (through Cuesta College) 10.0 credits

Presents the fundamentals of automotive body repair. Includes instruction in body construction, welding, metalworking methods and equipment used in the auto body repair industry. Emphasis is placed on developing the knowledge and manipulative skill necessary for gainful employment in the auto body repair industry.

# AUTO MECHANICS (through Cuesta College) 10.0 credits

This part lecture/lab course is designed for the beginning student with little or no automotive background. The course covers the basic fundamentals of repair of engines, fuel systems, lubrication, cooling systems, braking systems, tires, suspension and alignment and the basics of electricity and electronics.

# CONSTRUCTION (through Cuesta College) 10.0 credits

Provides basic instruction in the skills required for employment in building construction. Includes instruction in rough carpentry, floor systems, wall framing, ceiling joists, exterior siding, shear walls, trusses, windows and roof sheathing, and fireplaces.

# OFFICE PROCEDURES (through Cuesta College) 10.0 credits

Presents a basic overview of professional office procedures, with an emphasis on the foundational knowledge and skills required for basic entry level administrative office support.

# RETAIL (through Cuesta College) 10.0 credits

Presents a basic overview of professional retail procedures, with an emphasis on the foundational knowledge and skills required for basic entry-level retail positions.

# TV AND FILM (through Cuesta College) 10.0 credits

Provides an introduction to the theory, terminology, signal flow and operations within a multi camera television studio and control room; includes TV history, TV aesthetics directing, the operation of broadcast quality video cameras, audio equipment, switchers, the fundamentals of lighting, computer generated graphics, video control and recording.

# WEB DESIGN (through Cuesta College) 10.0 credits

This course introduces students to basic web design using HTML (Hypertext Markup Language) and CSS (Cascading Style Sheets). Throughout the course students are introduced to planning and designing effective web pages; implementing web pages by writing HTML and CSS code; enhancing web pages with the use of page layout techniques, text formatting, graphics, images, and multimedia; and producing a functional, multi-page website.

# CULINARY (through Cuesta College)

10.0 credits

This course introduces students to food handling, preparation, cleaning and safety methods, in a hands-on environment with an emphasis on the foundational knowledge and skills needed for entry-level position in the culinary field.

# LIFE SKILLS

# **GRIZZLY INTERNSHIP**

5.0 credits

Students will be exposed to vocational experiences designed to assist them in developing their career plans and their employment skills. Students are enrolled for two periods after properly completing a program application. Students are evaluated on site by the Job shadowing supervisor and by their worksite employer. Students are volunteers at the job site and receive high school credits.

# **WORK EXPERIENCE**

5.0 credits

High school elective credit is awarded to students employed and paid a standard wage at a job site while concurrently enrolled at Grizzly Challenge Charter School. Students may receive credit for each semester of paid employment. Students are educated on job skills and are evaluated on their performance through the use of journaling, projects, and presentations. Work Experience is only offered to Independent Studies students.

# **CAREER PLANNING**

10.0 credits

This two semester course provides students with the skills to function effectively in the workplace, school, community, as well as banking, credit, and budgeting. During this course, students create a solid plan for their future that includes all of the steps and resources that they will utilize.

# **MATHEMATICS**

# **CONSUMER MATH**

5.0 credits

This course is designed to help students successfully meet the challenges of adult living after Grizzly Academy by providing students with real life issues and information. Topics include: understanding the paycheck, budgeting, banking, housing smarts and understanding rights and responsibilities of renting, and knowing how to buy a used car plus how to calculate the expenses involved in transportation. Also, students will develop a clothing budget and learn basic principles of healthy nutrition through experiences and activities in food shopping and preparation.

# **ALGEBRA 1**

5.0 credits

This mathematics course develops the algebraic skills and concepts necessary for students who will take geometry. Algebra 1 meets the State of California Mathematics Standards.

# **ALGEBRA 2**

# 5.0 credits

Prerequisite: Algebra 1 and Geometry.

Algebra 2 mathematics course expands the mathematical content of Algebra 1 and Geometry using graphs, functions, conic sections and problem solving. \*Note: Algebra 1 & 2, combined review the basic principles of Intermediate and College Algebra.

# PRE ALGEBRA

# 5.0 credits

Covers basic arithmetic and pre-algebra skills such as addition, subtraction, multiplication, and division. Also covered are fractions, ratios, proportion and percentage, geometric formulae, percent applications and basic principles of Algebra.

# **CALCULUS**

# 5.0 credits

This mathematics course will cover the introductions to functions, overview of graphs, limits, rate of change of a function, derivatives-beginning, differentiation, the Chain Rule, intro to Exponential functions and Intro to Logarithmic functions.

# **GEOMETRY**

# 5.0 credits

This course covers reasoning, points, lines, angles, triangles, polygons, similarity and ration plus right triangles. Also included are polygons-area & perimeter, circles, coordinate geometry, solids and transformations.

# **TRIGONOMETRY**

# 5.0 credits

This mathematics course includes a review of Geometry, right triangle trigonometry, trigonometry identifies, circular, inverse, solving triangles, graphs of trigonometric functions, trigonometric identities, equations, and polar coordinates.

# PHYSICAL EDUCATION

# PHYSICAL EDUCATION

# 2.5 credits

This course is developed to have students participate in team sports for five weeks. Each week, students will be involved in a different game. In the past, students have participated in basketball, softball, volleyball, badminton, soccer, jump roping, Frisbee golf and team handball. Games vary from semester to semester.

# SCIENCE

# **HEALTH/LIFE SCIENCE**

# 5.0 credits

This course will give student an overview of Biology, Earth Science, Chemistry and Physics. Emphasis will be placed on developing an ability to understand and apply scientific principles in these content areas. The course will also be an avenue to increase student's awareness of wellness issued by focusing on sexual health, stress

reduction, alcohol, tobacco and drug use and abuse, and the basic principles of healthy nutrition and personal hygiene.

# PHYSICAL SCIENCE

5.0 credits

This course emphasizes connections among life, earth and physical sciences. Topics include continental drift, plate tectonics, the universe, meteorology and oceanography.

### **EARTH SCIENCE**

5.0 credits

This Earth Science course focuses on Earth's place in the universe, dynamic Earth processes, Energy in the Earth system, biochemical cycles, structure and composition of the atmosphere, and California geology.

# **BIOLOGY**

5.0 credits

This course introduces students to the world of living things. The students explore the following: basic life processes at the molecular, cellular, systemic, organismal, and ecological levels of organization within the biosphere; interdependence and interactions within the environment; and cultural and historical scientific contributions.

# **ARTS AND HUMANITIES**

# **FINE ARTS**

5.0 Credits

The major emphasis of this course is to provide experiences in the fundamentals of art, through art history, studio production, and aesthetic analysis. Some of the media we will use are watercolor, tempera, ceramics, sketching and sculpture. Utilizing creative techniques and a higher level of critical thinking skills, the students will be able to successfully develop creative objects that reflect an advanced level of aesthetic reasoning and value judging.

# FIRST AID, CPR

5.0 credits

This course is designed using the First Aid, CPR, and AED 6<sup>th</sup> Edition text. The text is based on the 2010 International Consensus Guidelines for Cardiopulmonary Resuscitation (CPR) and Emergency Cardiac Care (ECC), Advanced First Aid, CPR, and AED, this course is designed to teach individuals the basics in first aid, CPR, and AED.

# **Driver's Education**

# DRIVER'S EDUCATION

2.5 credits

This course fulfills the state requirement for permit driving only. It allows those students that pass the course to apply for a driver's permit pending passage of the DMV written test. It is recommended for 16 to 17.6 year olds because you do not have to take the course at 18.

The course will concentrate on safe driving strategies and attitudes plus developing the young driver's risk management skills prior to actually getting behind the wheel. Also

included in the course will be information about purchasing and maintaining your automobile. Frequent readings from the test and California Driver's Handbook will be required.



# **Grizzly Challenge Charter School**

721 Mendocino Ave, Bldg 945 San Luis Obispo, CA 93405

# Comprehensive School Safety Plan

March 2018

Paul Piette, Principal
Keith Gledhill, Assistant Principal

Safety Planning Committee input and approval on March 23, 2018 Grizzly Challenge Charter School Board approval \_\_\_\_\_

# **School Safety Planning Committee Members**

Paul Piette Principal

Keith Gledhill Assistant Principal

Brandi Baldiviez Academic Counselor

Jessica Ortiz Administrative Specialist

DeeDee Tish Teacher

LTC Timothy Vincent Director

1SG Thomas Garnica Commandant

SFC Craig Morgan Cadre Supervisor

SGT Leonard Jones Medic

CW2 Georganne Weiss Parent/Guardian



# **MISSION**

The mission of the Grizzly Challenge Charter School is to intervene in and reclaim the lives of students who are at risk of dropping out of high school. Graduates gain the values, life skills, education, and self-discipline necessary to succeed as productive citizens.

# VISION

Grizzly Challenge Charter School, in partnership with CA National Guard, is a structured, nurturing, safe, and professional environment that values the development of the whole student. Through positive relationships, Grizzly develops the student's social, emotional and physical well being. Possessing self-discipline, respect and integrity, students become contributing citizens who succeed both personally and professionally and move forward with resilience and a strong sense of self into a life filled with promise.

# **DATA REVIEW**

In order to assess the current status of school crime at GYA, the following types of information were gathered and analyzed:

- o Physical Structure and Environment
- o Current Status of School Crime and Overview of School Climate
- o Attendance Rates
- o Suspension/Expulsion Data
- o CPS Reports
- o Local Law Enforcement Juvenile Crime Data
- o Bullying Survey
- o Counseling/Group Requests

# PHYSICAL STRUCTURE AND ENVIRONMENT

GYA is located at Camp San Luis Obispo, just off Highway 1 between San Luis Obispo and Morro Bay. Camp San Luis houses the National Guard for the central coast. As the commercial, governmental, and cultural hub of California's central coast, San Luis Obispo is home to a number of federal and state regional offices and facilities, including Cal Poly State University, Cuesta Community College, the Regional Water Quality Board and the CalTrans District offices.

The school facility is constructed of eleven modular buildings and three newer permanent buildings with a total of 14 classrooms, one student support services building, and one administration building (main office). The school is often referred to as the "Wagon Wheel". The classrooms close proximity to each other provides easy access and reduces transition time between passing periods. There are two male and two female bathrooms for students. The circular design of the facilities allows for greater communication between staff and administration, teacher to teacher, and among support staff. The design also allows staff to visibly see activity and creates a safe environment. There is a circular walkway bordering the classrooms and the asphalt-filled center within the inner perimeter of the Wagon Wheel. This allows for safe travel between classrooms. There is an eight-foot-wide awning over the circular walkway providing minimum protection from the rain and sun. The facility is safe, well-lit, well-supervised and has a built-in loudspeaker system/intercom.

Grizzly currently has 19 certificated staff that includes 13 full time credentialed teachers, two academic counselors, one resource specialist, and two administrators. The classified staff includes two instructional aides, one bilingual instructional aide, one administrative support specialist, one administrative assistant, one school psychologist, one program coordinator, one paraeducator, and one technology trainer. In addition to the school staff, the National Guard has four counselors and over 30 Cadre that support students and serve as their guardians in the residential program.

Cadre (military staff) are present at the school during the day assisting with supervising student behavior in the classroom, transition in and out of classroom, and ensuring safe passage to and from school and lunch. They are available in case of emergency. The campus

is closed to outsiders; access is limited at the military gate to those carrying the proper identification and purpose.

Students/cadets live in the military bays just to the left of the main gate. Bunk beds are provided along with the necessary linens. There are two buildings housing up to 230 students. Night staff is present to supervise overnight. Cameras are located in each building and are monitored throughout the night.

# CURRENT STATUS OF SCHOOL CRIME AND SCHOOL CLIMATE

Our school safety goal for the two-week Acclimation period and 20-week Challenge phases of the program is to build the habits of mind and behavior that all successful students must possess. They are taught rigorous academic content by fully credentialed teachers compliant with the requirements of the Every Student Succeeds Act (ESSA). The Grizzly Challenge Charter School (Grizzly) continuously undergoes rigorous oversight in order to remain accredited by the Western Association of Schools and Colleges (WASC), giving our students the ability to earn accredited high school credits and diplomas.

The school and the National Guard work together to create a safe school environment designed to build the academic skills these students need to continue their education and obtain their high school diploma. Students are required to attend school daily from 8:05 AM-3:25 PM. Study skills are fostered through assigning nightly homework with cadre overseeing evening study halls. One-on-one tutoring is also available to students with a total of four evening tutors present four nights a week. Students return to school, homework completed, and ready to learn with a newfound confidence in their ability to succeed. Students monitor their grades on Aeries Student Information System from their personally assigned Chromebooks and receive weekly feedback through progress reports that reflect both their grades as well as their overall academic growth.

In concert with cadre and counselors, the school personnel intervene with any student who is struggling or not performing. Practical strategies are in place to allow students to overcome their obstacles and continue their mission. We find that approximately 20% of the students are identified as Special Education/504, approximately 20% are English Learners, over 60% are testing at 6.0 grade level or below in math, and approximately 60% in reading. Using the pre- and post- Test of Adult Basic Education (TABE) test results, the students average an overall TABE increase of about 1.6 grade levels within their first three months at the academy. Utilization of Scholastic's Read 180, an innovative reading intervention education program, helps improve reading proficiency and comprehension skills for cadets who are most at risk in these critical areas of learning. Teacher designed programs have been implemented for mathematics intervention. Addressing learning issues immediately and effectively significantly improves the climate of the school.

Students at GYA enroll in core high school classes, thus enabling students to return to their high school on track to graduate with their class. For the 2016/2017 school year, the program awarded approximately 89 fully accredited high school diplomas to our residential students, which is 23% of our students, and 64 fully accredited high school diplomas to our post-residential students. In preparation for entrance into a college or trade school, all

students are exposed to the FAFSA application while in residence in order to seek funding to support them through college. All students take a Career Planning (aka, Get Focused Stay Focused) course through Cuesta College Dual Enrollment. In Career Planning, students earn 3 college credits, but more importantly, they also learn college and career readiness skills such as developing career goals, how to find employment, apply to college, and personal finance. Students also create individual action plans, called My Action Plan (MAP), where they create two different plans for life after Grizzly that includes the steps necessary to accomplish those goals. When surveyed, 97% of students agree that they are leaving Grizzly with a good plan for their future. In an effort to provide additional support to students, the school recently contracted several Transition Specialists in the various counties where our students return to during the post-residential phase.

The internal structure of the school and its adherence to the academic and safety goals developed by the staff lends itself to a highly functional program with few problems that rise to the criminal level. Students have a tendency to feel safe in school due to the high student to staff ratio, inability to leave the site without supervision, and little access to negative outside influences. Criminal offences rarely occur on or off campus.

In this environment students are awakened to a renewed sense of academic ability and emotional control and realize that they can do more. Options not known to them before begin to materialize. Many students will possess the self-knowledge that they can go to college or return to high school and be extremely successful. As further encouragement, GYA awards 40 \$1000 scholarships per year in support of students who demonstrate academic excellence. Once high school dropouts, cadets grow to become engaged, productive citizens.

# ATTENDANCE RATES

GYA students live on the base and the cadre act as the parent/guardian while they are here. Although our student population comes to us with historically bad attendance, absenteeism and ditching are not allowed and we have the staff to enforce the attendance standard. Students feeling ill are sent to school if they don't have a fever, correcting the behavior of being allowed to stay home with a headache, general malaise or disinterest. Due to our ability to control the students' absenteeism our attendance rate is approximately 99% per cycle. During flu episodes the attendance may drop significantly for a few weeks, but increases as soon as the flu symptoms abate. Cadre supervises students confined to bed in the bay.

# SUSPENSION/EXPULSION DATA

GYA is an alternative program that is designed for students that are at-risk of dropping out of high school and may have been suspended or expelled from their home schools. Students that have been expelled complete their Rehabilitation Plans while here and return with a clean slate. GYA has a very structured disciplinary plan of action for student misbehavior during or after school. The steps in that plan do not include suspension or expulsion. A

teacher may suspend students from class for one day, but they are not excluded from school as a whole. Our goal is to keep kids in school. Therefore, alternative disciplinary actions are initiated to manage behaviors making Suspension/Expulsion Data non-existent.

# **CPS REPORTS**

Many of the students attending GYA have been abused prior to enrolling with us. Our program facilitates disclosure. However, it has been our experience that most of the students who have sustained reportable incidents already have reports on file. We file between one and five new reports per year. Although the incident has already been reported, the student is offered the following services to facilitate recovery: Respect, Inspire, Support, Empower (RISE), Hospice, Anxiety/Depression Group, His/Her Power Groups, Family Relationships, Trauma Group or Anger Management Class.

# LOCAL LAW ENFORCEMENT JUVENILE CRIME DATA

Because we are located on a military base and because we have cadre available to monitor student behavior during school hours, we rarely have a need to call the police. Although many of these students have criminal behavior in their backgrounds, they have made a voluntary decision to attend GYA to change their lives. To help them maintain their adherence to that goal, the rules are strictly enforced. The police would be called in any of the following cases: an assault where someone was hurt or where one of the parties wanted to press charges; sexual harassment; or a runaway. The police calls for those offenses only occur about two times a year. We do have a police officer on our Local Advisory Board to represent the SLO Police Department.

The program accepts students that are on probation and the military counselors work closely with the probation officers from other counties to ensure compliance with the probationary orders.

# **PLATOON SURVEY**

Each cycle the Military Counselors give their assigned platoon a survey that asks them to identify their fellow cadets as 1) motivated; 2) angry; 3) a victim; and/or 4) a bully. The numbers are tallied and the students are observed and counseled as to their score. The survey is given three times per cycle. The interventions put into place to respond to the results can be determined as successful when more students are removed from the bully column and identified as motivated.

Grizzly Youth Academy has addressed the bully situation directly through a professional video program called *The Bully Project*. The students watch the video, respond in small groups and are given procedures if they encounter any problems. They create a poster or write an essay related to the 'Project' and develop an Upstander Oath. The Oath is printed

on bracelets. The cadets discuss the power of positive words to carry with them. To complete the project, cadets participate in a candlelight vigil and read one essay at the end. The Military Counselors organize a student Upstander Committee that meets periodically throughout the residential phase of the program. We have no hard data to conclude that this has decreased the number of incidents, but we are sure that it provides options for handling themselves differently and it increases awareness. In addition, as students become more comfortable with the structure and discipline embedded in the program's organization, compliance increases. However, victims often have more difficulty overcoming adversity, feeling empowered, and maintaining a level of confidence necessary to feeling successful. This project is our concrete attempt at increasing their self-reliance.

GYA's core components play a major role in reducing the number of victim-bully incidences. Anger Management and My Action Plan (MAP) are activities offered to redirect a student's highly charged emotions into more positive behaviors and beliefs.

# COUNSELING/GROUP REQUESTS

At the beginning of the current cycle, students are asked to indicate in which counseling group they would like to participate. Over 80% of all students responded that they were interested in a counseling group. When surveyed 34% of students felt they could benefit from anger management, 38% male Self-Improvement, 22% female Sexual Health Empowerment, and 44% female HerPower. Other counseling groups that are offered include Smoking Cessation, grief and loss, domestic violence, and parenting. We try to keep the groups to less than 15 students. Those not involved with the after-school formal groups participate in the Run Club, Study Hall, Culinary Class, or time with the cadre. See the Appendix for a full listing of all groups offered.

In addition to group counseling, GYA also provides individual counseling for students who require a greater degree of therapeutic intervention. A mental health therapist provides weekly, intensive counseling to students who may be experiencing greater mental health concerns. We have periodically been able to provide students with a counselor intern one day a week to provide individual counseling to students who have experienced traumatic events in the past. A school psychologist is also available to all Special Education students for classroom observations, designated instructional service (DIS) counseling, completing annuals/triennials, and making referrals to the mental health therapist.

# **POLICIES AND PROCEDURES**

This section includes the policies and procedures that allow for a safe school environment. This is a compilation of material from both Military and Education resources which demonstrates the cohesiveness of the partnership between the two entities.

- 1. Child Abuse Reporting Procedures
- 2. Notifying Teachers of Dangerous Pupils
- 3. Discrimination and Harassment Policy

- 4. School-wide Dress Code
- 5. Safe Ingress and Egress Procedures
- 6. Suspension and Expulsion Policies Rules Infractions and Disciplinary Actions
- 7. Disaster Response (SEMS) Plan

# CHILD ABUSE REPORTING PROCEDURES

A mandated reporter who knows or reasonably suspects that a minor is the victim of child abuse must report immediately by telephone and in writing by follow-up report within 36 hours to the law enforcement agency in the city where the violation occurred. The law penalizes the failure to report by imposing a jail sentence on the defaulting mandated reporter. On the other hand, the law rewards the reporter who meets the reporting obligation by granting absolute immunity from civil or criminal prosecution (Penal Code Section 11166).

<u>Mandated Reporter</u>: Defined as a "child care custodian" to include teachers, administrators, supervisors of child welfare and attendance, certificated pupil personnel staff, those specifically trained in child abuse detection, instructional aides, teacher's aides, and teacher assistants. District employed child care workers and health practitioners (doctors, nurses and psychologists) are also mandated reporters.

<u>Knowledge of or Reasonably Suspects Abuse</u>: When a mandated reporter observes a child with physical "injuries which appear to have been inflicted…by other than accidental means by any other person…" Whether or not there are visible physical injuries, all suspected sexual abuse must be reported.

<u>To Whom is the Report Made</u>: An oral report must be made immediately to the law enforcement agency located in the city in which the student lives. For local students the employee must contact CPS and SLO Sheriff at the numbers provided below:

- The Child Protective Services (805) 781-KIDS (5437)
   3433 S. Higuera St.
   San Luis Obispo, CA 93401
- b. San Luis Obispo County Sheriff's Department (805) 781-4550 1525 Kansas Ave. San Luis Obispo, CA 93405

A follow up written report must be submitted within 36 hours. Forms are available online at <a href="http://ag.ca.gov/childabuse/pdf/ss\_8572.pdf">http://ag.ca.gov/childabuse/pdf/ss\_8572.pdf</a> or through the counseling office.

<u>School Interview Law</u>: Penal Code 11174.3 (see below) imposes both a time sequence and series of duties on school personnel and the law enforcement investigator. This law is limited to child abuse victims only and speaks only to abuse which takes place in the home. Interview procedures do not apply when law enforcement comes to school to take a student into custody. Under those circumstances, the child is effectively under arrest.

Law enforcement (sheriff, police or CPS) may interview suspected victims of child abuse on school premises during school hours concerning child abuse in the home. The child may choose to be interviewed in private or may select an adult staff member to be present "to lend support."

<u>Step One</u> – The investigator comes to school.

All investigations begin in the school office. The staff member "in charge" should ask for identification and the purpose of the proposed interview. When it is made clear that the interview will focus on allegation of abuse in the home, the staff member in charge should be present with the child before the interview begins.

<u>Step Two</u> – The investigator must advise the child of the right to choose a staff member to be present during the interview.

What should the school employee should do if:

- a. The child chooses not to have a staff member present? The staff member should leave the room.
- b. The child asks for either the mother or father to be present?
   School employees do not grant or deny such requests. This responsibility lies with the investigator.
- c. The child changes their mind during the interview? The law gives the child a continuous option to ask for an adult staff member or to send the staff member away.

Step Three - The child asks for an adult staff member to be present

- a. The staff member, by law, may decline to sit in the interview
- b. The school administrator should inform the selected staff member of their duties during the interview. A copy of Penal Code 11174.3 should be supplied to the staff member who has agreed to be present.
- c. The staff member's role is one of a "comforter" during the interview. There is no questioning by the staff member and no discussion of the child abuse incident with the child. There must be no prompting by the staff member. Investigators should not attempt to ask or direct the staff member to coerce, suggest or elicit a response from the child.
- d. The law forbids disclosure of what the staff member hears or learns during the interview. This confidentiality disappears when a court orders testimony. No written report is required by the staff member.

# California Penal Code 11174.3

"School Interview Law"

11174.3. (a) Whenever a representative of a government agency investigating suspected child abuse or neglect or the State Department of Social Services deems it necessary, a suspected victim of child abuse or neglect may be interviewed during school hours, on school premises, concerning a report of suspected child abuse or neglect that occurred within the child's home or out-of-home care facility. The child shall be afforded the option of being interviewed in private or selecting any adult who is a member of the staff of the school, including any certificated or classified employee or volunteer aide, to be present at the interview. A representative of the agency investigating suspected child abuse or neglect or the State Department of Social Services shall inform the child of that right prior to the interview.

The purpose of the staff person's presence at the interview is to lend support to the child and enable him or her to be as comfortable as possible. However, the member of the staff so elected shall not participate in the interview. The member of the staff so present shall not discuss the facts or circumstances of the case with the child. The member of the staff so present, including, but not limited to, a volunteer aide, is subject to the confidentiality requirements of this article, a violation of which is punishable as specified in Section 11167.5. A representative of the school shall inform a member of the staff so selected by a child of the requirements of this section prior to the interview. A staff member selected by a child may decline the request to be present at the interview. If the staff person selected agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. Failure to comply with the requirements of this section does not affect the admissibility of evidence in a criminal or civil proceeding.

The following page shows a sample of the child abuse reporting form. It can also be reported on-line at: <a href="http://ag.ca.gov/childabuse/pdf/ss-8572.pdf">http://ag.ca.gov/childabuse/pdf/ss-8572.pdf</a>.

SUSPECTED CHILD ABUSE REPORT
To Be Completed by Mandated Child Abuse Reporters
Pursuant to Penal Code Section 11166

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DEFINITIONS AND INSTRUCTIONS ON REVERSE

QQ NOT submit a copy of this form to the Department of Justice (DOI). The investigating agency is required under Penal Code Section. I 189 to submit to DOI a Child Abuse Investigation Report Form SS 9583 if (1) an active investigation was conducted and (2) the incident was not determined to be unfounded.

WHITE COPY-Police or Sheriffs Department: BLUE COPY-County Walfare or Probation: GREEN COPY-District Attorney's Officer MELLOW COPY-Reporting Party.

# DEFINITIONS AND GENERAL INSTRUCTIONS FOR COMPLETION OF FORM SS 8572

All Penal Code (PC) references are located in Article 2.5 of the PC. This name is known as the Child. Muse and Neglect Reporting Act also known as CANRA. The futernet site is: http://www.leginto.co.gov/calaw.html/(specify Penal Code and search for Sections 11161-111713). A mandated reporter must complete and submit the form \$\$\\$572\] even if some information is not known. (PC Section 11167(a)).

### I. MANDATED CHILD ABUSE REPORTERS

 Mandated child abuse reporters include all those individuals and entiries as defined in PC Section 11165.7

# II. TO WHOM REPORTS ARE TO BE MADE (DESIGNATED AGENCIES)

 Reports of suspected child abuse or neglect shall be made by mandated reporters to any police department or sheriff's department (not including a school district police or security department), county probation department (if' designated by the county to receive mandated reports) or the county welfare department (PC Section 11165.9.)

### III. REPORTING RESPONSIBILITIES

- Any mandated reporter who has knowledge of or observes a child, in his or her professional capacity of within the scope of his or her employment, whom he or she knows or reasonably suspects has been the victim of child abuse or neglect shall report such suspected instance of abuse or neglect to a designated agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the meident. (PC Section 11166(a).)
- No mandated reporter who reports a suspected instance of child abuse or neglect shall be held civilly or criminally hable for any report required or authorized by the CANRA. Any other person reporting a known or suspected instance of child abuse or neglect shall not incur civil or criminal liability as a result of any report authorized by the CANRA unless it can be proven the report was false and the person knew it was false or make the report with reckless disregard of its fruth or falsity. (PC Section 1172(a))

# IV. INSTRUCTIONS

• SECTION A - REPORTING PARTY: Emer the mandated reporter's name, fitle, eategory (from PC Section 11165-7), business (agency) name and address, telephone number, a signature and today's date. Also check yes-no whether you (the mandated reporter) witnessed the incident. The signature area is for either the mandated report or the person taking as telephoned report.

### IV. INSTRUCTIONS (Continued)

- SECTION B REPORT NOTIFICATION: Complete
  the name and address of the designared agency notified
  date of the written report, date/time of the phone call and
  the name, (tite and telephone mumber of the official
  contacted)
- SECTION C VICTIM (One Report per Family, siblings must have same parents guardians): Enter the victur's name, address, felephone number, birth date or approximate age, sex ethnicity, present location, and where applicable enter the school, class (indicate the tencher's name or room number), and grade. List the primary language spoken in the victim's home. Check the appropriate yes-no box for: developmentally disabled? physically disabled? and specify the victim's other disability. To determine if the victim has a disability ask the victim's parent or care giver. Also cheek the appropriate yes-no box for in foster care's indicate type of care if the victim was in out-of-home care, indicate the type of abuse. List the victim's relationship to the suspect, cheek the appropriate yes-no box for photos taken?, indicate whether the incident resulted in this Victim's death.
- SECTION D INVOLVED PARTIES: Enter the requested information for Victim's Parents Guardians and the Suspect.
- SECTION E INCIDENT INFORMATION: If multiple victims, enter the number. Enter date time and place of the incident. Provide a pairative of the incident. Attach extrasheets if needed.

### V. DISTRIBUTION

- Reporting Party: After completing Form SS 8572, retain the yellow copy for your records and submit the top three copies to the designated agency
- Designated Agency: Within 36 hours of receipt of Form \$\$\S\$8572\$, send white copy to police or sheriff, blue copy to county welfare or probation, and green copy to district attorney.

### ETHNICH V CODES

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# TEACHER/STAFF NOTIFICATION OF DANGEROUS STUDENTS

Education Code 49079 and Welfare and Institutions Code 827 state that teachers must be notified of the reason(s) a student has been suspended from school. GYA's process for making this immediate notification is through email on the day of the suspension by the Principal to all the teachers. At the weekly staff meetings, the teachers may be alerted to the details of the incident leading to suspension.

Pursuant to Education Code 48267, which states that schools be notified regarding students who have engaged in certain criminal conduct, the First Sergeant, Cadre Supervisor, or Shift Lead will notify the Principal or Assistant Principal regarding the offense. In turn, the Principal or Assistant Principal will notify the School Counselor and teachers via email on the day of the occurrence. This information will be kept CONFIDENTIAL and secure so that others may not view it. The following are examples of Ed. Code 48900 and 48915 violations that may appear on your report.

- (C-1) possessed/sold/furnished firearm
- (C-2) brandished a knife at another person
- (C-3) sold a controlled substance
- (C-4) committed/attempted to commit sexual assault or sexual battery
- (C-5) possession of an explosive
- (A-1) caused serious physical injury to another person (needed medical attention)
- (A-2) possessed any knife or other dangerous object
- (A-3) possessed a controlled substance
- (A-4) committed robbery or extortion
- (A-5) committed assault or battery upon a school employee
  - A altercations, fights
  - B sold/furnished a knife or dangerous object
  - C use/under influence or possession of a small amount of drugs or alcohol
  - D look-alike substance (offered/tried to sell)
  - E attempted to commit robbery or extortion
  - F caused/attempted to cause damage to school or private property
  - G stole/attempted to steal school or private property
  - H possessed or used tobacco or nicotine products
  - I committed an obscene act or engaged in habitual profanity or vulgarity
  - J possessed drug paraphernalia
  - K disruption of school activities or defiance
  - L knowingly received stolen property
  - M possession of an imitation firearm
  - O harassed/threatened/intimidated a complaining witness
  - P offered or sold/attempted to sell prescription drug Soma
  - Q engaged/attempted to engage in hazing
  - S aiding or abetting in the infliction of physical injury
  - T engaged in sexual harassment
  - U hate violence
  - V harassment, threats, intimidation against a pupil or group
  - W made terrorist threats against school officials or school property

# DISCRIMINATION AND HARASSMENT POLICY

# 1. Ethnic/Gender Awareness

Male and female cadets attending GYA may be from all ethnic and racial backgrounds represented in the State of California. When possible, cadets will be assigned to platoons balanced to reflect the same ethnic and racial ratios. This provides each group an opportunity to develop a better understanding and appreciation for individuals from different ethnic and racial backgrounds.

Cadets are instructed not to use jokes, remarks, or gestures that may offend others. Negative remarks made regarding any ethnic/racial group or gender will be cause for disciplinary action.

# 2. Sexual Misconduct/Fraternization

Fraternization is defined as, but not limited to:

- Acts of sexual intercourse or intent to commit those actions.
- Sexual intimacy.
- Other physical touching of a romantic or sexual nature.
- Any display of affection while on or off post during or after hours (this includes home pass.)
- Males and females visiting each other's bay.
- Note/letter writing to other cadets or staff until authorized and sent through proper channels.
- Cadet groups and staff will include both male and female members. Cadets are expected to display acceptable manners and respect towards members of the opposite sex at all times.
- Unacceptable behavior includes crude or lewd remarks, sexist jokes or comments at any time, written or spoken, whether members of the opposite sex are present or not, touching, rubbing, kissing, petting, and hand holding, whether consensual or not.
- Any sexual act or relationship whether it is consensual or not will be justification for dismissal. Visits on Family Day are restricted to immediate family members, unless otherwise approved by the Director.

If a cadet wishes to communicate to a fellow cadet in another platoon, regardless of gender, he/she must submit a written letter addressed to the fellow cadet to the counseling department. The counselors will review the letter for appropriateness and ensure the addressed cadet receives the letter. Only approved letters signed by counseling will be considered authorized. Any other correspondence will be considered fraternization.

Fraternization between cadets is prohibited and may result in the dismissal of those involved. Males and females may jointly accomplish professional business, however, they must follow the "Rule of Three;" (three persons must be present in any conversation between two people of the opposite sex.) Males and females will maintain at least one arm's length between them at all times.

# 3. Sexual Harassment Policy Statement

GYA will not tolerate sexual harassment of any kind or any form by its employees. This pertains to the harassment of other employees as well as the youth that are attending GYA.

Sexual harassment is discrimination based on sex and prohibited by Title VII of the Federal Civil Rights Act. Unwelcome sexual advances, requests for sexual favors and other unsolicited verbal or physical conduct or communication of a sexual nature constitute sexual harassment when:

Submission to such conduct or communication is made, either explicitly or implicitly, a term or condition of employment or membership in the program. Submission to or rejection of such conduct or communication is used as a factor in decisions affecting an individual's employment or membership in the program. Such conduct or communication has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working/learning environment.

It is the policy of the GYA that any employee who engages in acts of sexual harassment; who permits employees or corps members under his/her supervision to engage in such harassment; or who retaliates or permits retaliation against an employee or corps member who reports such harassment is in violation of this policy and will be disciplined, as appropriate, up to and including dismissal.

GYA is committed to maintaining a professional work environment conducive to maximum efficiency and productivity. All employees and corps members have the right to work and learn in an environment free of sexual harassment. Employees and corps members who believe they have been sexually harassed are encouraged to report such incidents. Complaints will be handled impartially and promptly. Through this policy, GYA is affirming its commitment to creating a work environment for all employees and corps members that is free of any form of discrimination.

All cadets will sign the sexual harassment policy. See Appendix for the Cadet Sexual Harassment Policy.

# SCHOOL-WIDE DRESS CODE

Cadets are expected to maintain their grooming and appearance in a clean, neat, orderly, and acceptable manner. Clothing is provided and laundry is available free of charge. Cadets are expected to be clean at all times. Proper hygiene will be explained early in the program. Cadets let their cadre know if any of the items issued (i.e. boots, uniforms, canteens, etc.) become unserviceable.

Athletic shoes will be kept clean and tied. Any fasteners on the shoes, such as Velcro, will be fastened. Boots will be free of dirt and brush shined, at a minimum.

Haircuts, styles, and colors must be conservative and in good taste, using the military standards as a guide. Extreme or faddish styles of haircuts are not authorized. During Gold phase, military style "high and tights" may be authorized.

Beards, goatees, long sideburns, or other patches of facial hair are not permitted, unless a shaving profile is given by the medical staff. Sideburns will not extend below the bottom of the opening of the ear.

The female's hair will be neatly groomed. The bulk of the hair will not be excessive or present a ragged, unkempt, or extreme appearance. Hair will not fall over eyebrows or extend below the bottom of the collar. Hair will be pinned up while wearing all uniforms. Weaves and braids are authorized, but must be kept neat. Wearing of curlers, rollers, hair nets, shower caps, plastic bags, bandanas, or any other unusual or inappropriate accessory/adornment to the hair is prohibited. Hair holding ornaments for females such as barrettes, pins, clips, beads and bands must be unadorned, inconspicuously placed and must be transparent or match hair color.

Inappropriate hairstyles, initials, or figures cut into hair are prohibited.

For safety purposes, cadets will not be allowed to wear traditional or body-piercing jewelry. Some things to remember are: fingernails should be no longer than 1/8 inch, sunglasses are not authorized without doctors' orders, and fad devices or vogue items/actions are not permitted. Contact lenses are not authorized. Make-up will NOT be worn while attending the academy, except when authorized by the Director. Any style of hair or wear of clothing that requires an interpretation as to appropriateness will be decided by the Director.

# 1. Clothing Issue

Cadets are issued clothing upon arrival and are required to sign a hand receipt for all items received. Clothing and equipment issued by the program will not be altered, changed, or modified in any manner. Time will be allotted to do personal laundry. Bed linens will be turned in once a week to be cleaned by an approved laundry service. Cadets will be responsible for all issued items of clothing and equipment for the duration of the program and will turn it in prior to departing.

All personal clothing will be marked with permanent marker at the direction of the cadre. No other writing is authorized on clothing, unless specified by the Commandant or Director.

# 2. Uniforms

There are three types of uniforms authorized for wear:

- Battle Dress Uniform (BDU)
- Physical Fitness Uniform (PFU)
- Internship/Field Trip uniform.

Uniforms will be worn in accordance with Academy dress code. Uniform requirements will be addressed in the daily training schedule. Modifications or exceptions to uniform wear will not be made unless specifically authorized by the Director or Commandant.

The following are guidelines as to how the uniform is to be worn with patches and cadet ranks:

- Physical Fitness badges are to be worn a half-inch from the seam on the left shoulder of the BDU.
- Only the highest Physical Fitness award will be worn on the BDU.
- Student Council badge will be worn centered on the left upper pocket of the BDU.

• Leadership Brassards will be worn on the left arm above the elbow on the BDU and PT uniforms.

# INGRESS AND EGRESS PROCEDURES

- Students: Students are trained by the military to march in formation upon arrival at Camp San Luis. There are four platoons; three male and one female, with at least one Sergeant present per platoon. The students are marched from the barracks to the chow hall and then to school and back again at the end of the day in formation and under strict supervision. This allows for a safe and orderly passage to and from school.
- Staff: The school is located on the premises of Camp San Luis. All adults entering the grounds are required to stop at the front gate and show their ID. Cars may be searched at random upon entering or exiting. Passes are issued with proof of car insurance, registration and ID. They are placed on the lower left hand corner of the driver's windshield.
- Visitors: Temporary passes (one day) are issued with proof of car insurance, registration and ID. The person is still required to show current ID at the gate along with the temporary pass. The above procedures apply to parents and visitors.

tne te	mporary pass. The above procedures apply to parents and visitors.
Parent	tal/Mentor Visitations: Access to School Campus – Visitor Procedures.
٥	All visitations will be either scheduled or personally approved by the Director or the Budget/Executive Officer or Commandant.
ū	Visits by parents/immediate family members or family/friends are subject to the approval of the Director or the Budget/Executive Officer or Commandant. Visits will be discouraged except for documented emergencies.
0	When visits are allowed, cadets are picked up from the academy by mentors and parents/guardians to attend medical appointments, funerals, or other
	authorized absences. They must be returned the same day and cadets are responsible for abiding by academy rules while under their parent(s) or mentors care. All cadets who leave the facility must be escorted by a parent or guardian and are subject to drug screening upon returning to the academy.
•	All cadets and visitors to GYA are required to sign in and out of the academy area. The cadre manages the sign-in/sign-out roster. Anyone violating this policy
	will be escorted out of GYA facility and the police will be called to escort unauthorized subjects off of the California Youth Challenge property.
	ed Visits Home: Planned breaks (or passes) are scheduled for each class. The or will give instructions. There are three rules cadets are to remember:
	Follow the instructions given to you.
	Your parent or legal guardian must pick you up at the designated time.
	While on leave, remember, you are still a cadet of GYA; don't use drugs,
	consume alcohol or get in other trouble with the law. Random drug testing will occur after each home pass.

#### 1. General

Discipline, as defined at GYA, is the mental and physical training of both the individual and the group. This training teaches cadets how to obey orders, maintain a proper attitude, and conduct themselves appropriately at all times. The way cadets learn discipline is by paying attention to detail, as well as emulating appropriate behaviors modeled by cadre, staff and teachers. (The word discipline comes from the word "disciple" meaning "follow me.") Although discipline may be associated with strict adherence to rules, it will never involve physical contact between staff and cadet, will not be abusive in nature, and will not utilize "props" in assigned corrective actions. In reference to the Youth Challenge Program Hands-Off Leadership Policy, it states that "hands-off leadership means that no staff member may touch a cadet or use abusive language as a means of coercive leadership. If a staff member has to resort to shoving, pushing, or swearing to lead cadets, he or she has already failed." See appendix for Challenge Program Hands-Off Leadership Policy.

Cadets are expected to obey and support all rules and regulations established in their handbook or given to them by authorized staff members. Each platoon is expected to work as a team and to help each other obey all rules. The goal is for everyone to work within the established system. Methods used to instruct, train, and enforce discipline are as follows:

- On-the-Spot Correction: Immediate information provided to a cadet to correct a problem behavior.
- Informal Counseling: A face-to-face counseling by cadre, staff or teacher, such as "footlocker" counseling, etc.
- Formal Counseling: A face-to-face counseling session by cadre, staff or teacher which is documented on Behavioral Referral Form; the form is retained in the cadet's file.
- Functional Observation Assessment Form: The form utilized to identify patterns of behavior and assist staff in developing a behavior modification plan.
- Behavior Referral: Written reports that document a positive or negative behavior/action and the results or recommendations as a result of that behavior/action; annotated on the Behavior Referral Form.
- Commandant's Board: Also known as a Summary Discipline Board is administered at the discretion of Commandant, on the recommendation of the Platoon Sergeant. It is used to address ALL Category violations.
- Director's Discipline Board: Will be convened when recommended by the Commandant and is chaired by the Director. Representatives from counseling, teaching, and cadre convene with the Director and Commandant to review the cadre recommendation and determine if the cadet should remain in the program or be terminated. The cadet appears before the board, in person and is expected to discuss the reason for their appearance before the board, including the circumstances that lead to the need for a Director's Board.
- Director's Probation: This is a result of the Director's Discipline Board. The length
  and requirements of the probation are determined by the Director. Violations may
  result in dismissal.

#### 2. Delinquencies

**Definition:** The behavior/action committed or omitted by a cadet by intent, neglect, or carelessness that results in a failure to perform duties, violation of rules, acts of misconduct, or failure to meet the standards required by GYA. Committing delinquent acts may result in disciplinary action. The Director, Commandant or Platoon Sergeant, depending on the seriousness of the act and the recommendation of the chain of command, may administer disciplinary action. Delinquencies are rated according to the seriousness of the offense. Repeated delinquencies of the same nature could result in increased sanctions, up to and including dismissal from the program.

#### 3. Behavior\_Referral

Behavior Referrals are issued by staff to cadets for either positive or adverse behavior and will be annotated on the Behavior Referral Form. Categories of Behavior Referrals are positive, advisory, A, B, and C.

- **Positive** Issued for outstanding performance and/or initiative by a cadet.
- Category A Offense of a serious nature may lead to possible expulsion from the Academy, and referral to the Discipline Board.
- Category B Offense of a moderate nature that may cause the cadet to appear in front of a Commandant's Board.
- Category C Offense of a minor nature that, if repeated, may cause the cadet to appear in front of a Commandant's Board.

The following is a Partial List of Adverse Behavior Referral Offenses. They are listed according to seriousness from the most to least serious and by category. Based on the seriousness and/or frequency of the offense, the category may be raised at the Director's discretion.

#### Category A:

- Assault on a staff member
- Verbally threatening bodily harm to a staff member.
- Drug use, failing a drug test, or possession of illegal drugs or paraphernalia including the misuse of a prescribed drug.
- Fighting punching/physical blows with another cadet with the intent to commit bodily harm. Under certain circumstances, this could possibly result in legal charges being filed.
- Fraternization sexual intercourse or any other sexual act.
- Unauthorized leave leaving post without GYA permission.
- Branding/self-mutilation (while enrolled at GYA) or possession of tattooing material (commercial or homemade). This includes drawing pictures or symbols on your body.
- Gang activity.
- Being outside of the billets after lights out.

#### Category B:

- Tagging/Graffiti.
- Disrespect to a staff member or intentional disobedience to instructions from staff. Cadet knowingly disregards instructions given.

- Using profanity and/or making an obscene gesture to GYA staff, or the general public.
- Fraternization open display of physical contact or affection.
- AWOL from assigned location (not associated with leave).
- Fighting –shoving or pushing (requires someone to speak up or separate). This also includes verbal or bodily threatening.
- Open disrespect or insults made to the cadet chain of command.
- Immature or unnecessary arguing/disagreeing (failure to follow formal procedures with staff).
- Use or possession of any tobacco products.
- Vandalism of Academy/Government facilities
- Hazing or intimidation (bodily or verbally) of another cadet.

#### Category C:

- Making phone calls at unauthorized times.
- Disrupting class
- Failure to respond to a correction.
- Disrespecting another cadet, unprofessional behavior, etc.
- Violation of rules, standards, or directives.
- Other acts of misconduct as defined by the Director or Commandant.
- Failure to return from leave on time without proper authorization.
- Possession of obscene materials (professionally produced or self-created).
- Possession of contraband in the billets.
- Fraternization Letter or note writing to other cadets.
- AWOL from formation.
- Failure to work with the cadet chain of command Commandant's discretion.
- Improper wearing of uniform
- Violation of hair/facial hair standards
- Unauthorized use of the PX.

Note: Three Behavior Referral Forms (BRFs) in the same level will raise severity to the next level.

#### 4. Execution of Discipline

In addition to staff-level discipline, the following guidelines will be used when determining other actions for infractions:

The Category A violations may result in immediate dismissal at the decision of the Director. In the absence of expulsion, consequences may be levied. The Category B or C violations may result in referral to a Commandant's Board.

The following consequences may be levied in a Commandant's Board:

- Extra Duty (i.e. barracks cleanup, Academy area maintenance, etc.) of up to 12 hours per violation.
- Corrective Training.
- Written Essay (500-1,500 words) per violation.
- Mandatory Counseling.
- Any other consequence as prescribed by the Director or Commandant.

#### 5. Adverse Behavioral Referrals

The rules of each violation have been stated in the Cadet Handbook, however, the final decision on the level of each offense will be at the discretion of the Director or Commandant. When a cadet receives an Adverse Behavioral Referral, a copy of the Referral will be forwarded with comments to the Commandant indicating the level of offense and any other pertinent information. The cadet may receive additional consequences (if more than indicated by the Platoon Sergeant).

#### 6. Discipline Board

When a cadet has shown a continued unwillingness to change his or her behaviors, or commits a Category A infraction, the cadet may be required to appear in front of the Discipline Board to determine whether he or she should be removed from the program. Cadets who have been recommended for dismissal by the Discipline Board may appeal to the Director to remain in the Academy.

#### 7. Contraband

Contraband is defined as any unauthorized item. Examples of contraband include, but are not limited to:

- Any food served in the dining facility or issued as field rations not consumed during designated times
- Soft drinks or coffee
- Candy or "junk food"
- Cleaning agents not issued from supply except upon Platoon Sergeant approval
- Boot cleaning materials excluding paste polish, saddle soap and mink oil.
- Audio-video equipment
- All magazines, posters, and pictures (excluding family photos)
- Tobacco and tobacco products
- Products in aerosol containers
- Playing cards and dice (purchased or homemade)
- Products containing alcohol, i.e. mouthwash
- Any other item designated by the Director or Commandant

Cadets will not use, consume, or possess contraband unless specifically authorized. If the privilege to consume food items in the barracks is granted, consumption is restricted to the designated area. All meals (i.e. sack lunches) not consumed during field trips are contraband upon return to the billets/CSLO grounds. The staff will collect these items.

#### 8. Acts of Violence

Cadets are expected to obey and conform to accepted standards of conduct and display politeness at all times. No use of loud, vulgar, or profane language will be allowed at any time. Back talk, arguing, clowning around, slow or exaggerated movements, refusal to comply or any other inappropriate behavior is considered insubordination and may incur a punitive action ranging from loss of privileges to dismissal.

Possession of firearms, ammunition, explosives, fireworks, incendiaries, knives, clubs, sticks, rocks or any other instrument whose primary uses is to inflict personal injury or damage is considered a serious infraction of the rules.

Possession of or the creation of any pornographic material is prohibited.

Fighting, arguing, yelling in an abusive manner, threats, either demonstrated or implied action, or intent to do bodily harm to another individual, animal, or object are not acceptable behaviors. These actions may result in punishment or dismissal.

Any items found that are deemed to be dangerous, illegal or detrimental to the program will be confiscated.

A major purpose of GYA is for the cadets to learn self-control, self-discipline, compromise, and communication with others. Profanity, vulgar talk, ridiculing others, gambling, lying, cheating, stealing and teasing have no place in this program and are not acceptable behaviors.

#### 9. Acts of Dishonesty

A cadet will not lie, cheat, steal, or destroy the property of others, or perform any acts of dishonesty while a member of the GYA. Failure in this regard is justification for dismissal from the Academy.

Any cadet caught performing a dishonest act that results in damage, loss, or destruction of any personal, state, or federal property may also be charged for the cost of repair or replacement of the item(s).

A cadet may be referred to the police or appropriate authorities for prosecution, if appropriate.

A cadet observing a dishonest act on the part of another cadet has an obligation to report the incident to his/her cadre. Failure to do so will make the cadet subject to disciplinary action.

#### 10. Drug and Alcohol Communication

Any communication about the use or glorification of illegal drugs and/or alcohol is prohibited. Cadets who engage in this conduct may be dismissed.

The use of any illegal or unauthorized drugs will not be allowed. Students will be tested for drug use during in-processing. If a student tests positive, he/she may be rejected from the program and returned home. Cadets may be tested for drugs at any time during the course. Any positive test will normally result in dismissal.

Any medications a cadet takes that have been prescribed by a doctor must be turned into a Registered Nurse during in-processing. He or she will schedule the medicine as prescribed. If a cadet is required to take the medicine on a continuing basis he/she must also bring a copy of the doctor's prescription. The cost of the prescription medications will be charged to the cadet's medical insurance.

Possession of nonprescription or over-the-counter medications is not authorized. If a student brings any with him/her, they must be turned over to a cadre. If a cadet requires any non-prescription medications, they will be dispensed to him/her through the Troop Medical Clinic (TMC).

Alcohol consumption during the course is prohibited. Alcohol use or possession will result in dismissal.

GYA is a TOBACCO, DRUG, and ALCOHOL-FREE environment.

#### 11. Classroom Rules and Regulations

<u>General Information</u> - The Grizzly Challenge Charter School operates through the San Luis Obispo County Office of Education (SLOCOE). The instructors on the teaching staff are fully California credentialed teachers.

Academic Calendar - The 19-week GYA Charter School is divided into 2 Semesters. The first 10 weeks are composed of 5 academic core classes and a study hall. The block schedule (M/W, and T/TH) allows students to concentrate on academic achievement. Progress during this time has a significant influence on future scheduling of classes while at GYA.

The second 9-week semester includes life skills and job skills classes that are mandatory for graduation from GYA Academy. Yearbook class and the Job Internship Program are also offered during the second semester. Entrance into these classes is competitive and only selected students will be granted enrollment

#### 12. Entering the Classroom

Platoons form up into education groups in front of the classroom at the position of parade rest before class begins in silence. When the teacher signals the Platoon Guide (PG), students quietly enter the classroom in single file. Students remove their cover upon entry to the room. Students stand at attention behind their seat until the teacher signals the PG. At that time, the PG gives the command "ground your gear" then "take your seats", followed by "adjust" which allows the students to position themselves comfortably to begin class. These responsibilities are given to the student council members, two in each class, after student elections.

#### 13. Exiting the Classroom

Students stand at attention behind their seat until the teacher signals the PG that all materials are returned, books are in place, all trash disposed of, and the room is in order. Upon the command from the PG, students quietly leave the room in single file. The student's cover is to be put on at the door upon leaving. Platoons form up outside the classroom and wait for further orders.

#### 14. Classroom Behavior

- Come to class prepared to learn
- Respect yourself and others
- Treat all property with respect
- Follow all teacher directions
- Hands are to be raised when a student would like to speak
- One person speaks at a time
- Consistency in student uniform in the classroom is required. With the PG's lead, the platoon must agree as to the attire for that class

- Students are to carry a canteen of water at all times. It is to be filled only between classes
- No sleeping in class during school hours. If a student is sleepy, he/she may stand in the back of the classroom, hydrate or run the circle
- Yelling, profanity or obscene gestures are not allowed in class
- Gang writing, old English script or tagging is not allowed anywhere on post
- No letter writing is permitted during class time
- Students remain in the classroom during class time. The only valid reason for leaving the classroom is for latrine use with the teacher's permission
- If the student would like an appointment with a counselor, they are to notify the teacher or their platoon cadre
- No talking inside the Wagon Wheel while in formation

Each teacher will have individual procedures and standards in addition to those listed.

#### 15. Latrine Use

Cadets are to utilize the latrine during the scheduled latrine breaks throughout the day.

#### 16. Telephone Use

Students are not permitted to use the telephones in the classroom at any time. If a student would like to use the phone for academic or life planning purposes, they can notify the teacher who will inform the School Counselor. The School Counselor will then make an appointment to meet with the student during study hall hours.

#### 17. Attendance

If a student is absent five times from class, they will be referred to the Principal. Excessive absences jeopardize a student's enrollment in the GYA Academy and are reason for referral to a Disciplinary Board.

#### 18. Homework

Homework is expected to be turned in on the date it is due. Any "incomplete" assignment will be noted on their student weekly progress reports. An assignment is considered "turned in" when it is completely done and entered into the gradebook by the teacher. It is the student's responsibility to get their assignments from their teachers when they are absent.

#### 19. Cheating

Cheating in any form will not be tolerated and will result in:

- No credit for the assignment
- An appointment with the principal
- Any further offenses will result in a hearing with the disciplinary board

#### 20. Grading Policy

It is the students' responsibility to arrive prepared for class each day. This means that students have a notebook with notebook paper, pencil or pen, fully charged Chromebook, and all assignments completed when they come to class.

Students and cadre are given a progress report every Tuesday with grades, teacher comments, and missing assignments listed.

Each teacher has class policies and procedures in addition to those presented in this handbook. They have these policies outlined in their course syllabus. It is the student's responsibility to understand and to respect these standards.

#### 21. Academic Credits

All credits earned at GYA are transferable to other academic institutions. The students' home schools decide how they will apply these credits. It is important for students to assess their credit standing with the School Counselor to ensure that their credits will be applied to the appropriate course content area. Academic core classes (English Language Arts, Social Studies, Math, and Science) are each worth five credits per semester.

#### 22. High School Diploma

Students may obtain a WASC accredited high school diploma while at Grizzly. During the first three weeks of school each student will have a credit assessment completed and will receive counseling concerning their academic standing. Those students who are determined eligible to receive a diploma at GYA may receive an individualized set of courses to ensure their ability to meet the graduation requirements.

#### 23. High School Equivalency Test (HiSET) Procedures

The HiSET is a high school equivalency test, similar the GED in California. The test is computer-based and Grizzly Challenge Charter School has become a test site. It will be provided for those students who meet the necessary requirements. These are:

- A valid CA picture identification.
- 17 years 10 months of age at the time of the test.
- A passing score on the official practice test or the TABE.

#### 24. California High School Proficiency Exam

Students, who will not be 17 years 10 months before graduation from the residential phase of the academy may be eligible to take the California High School Proficiency Exam (CHSPE). The CHSPE is a very difficult exam and will be granted only to those 16-year-old students who score very high on the TABE test. The date of this exam will be announced in the first semester. School staff will assist students with the registration for this exam.

#### 25. Contract Credit

Only students who are within 60 credits of graduating from GYA may apply to take contract credits. Students who qualify for contract credits may be allowed to take the remaining credits on contract for a specific subject. One credit is equivalent to 12 hours of academic work.

#### 26. Study Hall Procedures

Each school group receives four hours of study hall a week. Study halls are designed to teach the cadets how to study, organizational skills, work completion skills and time management skills.

- Students will work diligently on assigned homework
- All students must allow a quiet atmosphere that fosters academic study
- Treat the classroom and resources with respect
- Reference books are to be left in study halls

#### **DISASTER/EMERGENCY PROCEDURES**

- 1. Medical Emergencies The following symptoms are considered to be medical emergencies for the purposes of obtaining emergency medical treatment:
  - Loss of consciousness
  - Seizure or convulsion
  - Suicide attempt
  - Serious head or facial injury
  - Broken bone(s)
  - Unusual bleeding
  - Skin rash or eruption other than acne
  - Respiratory congestion or difficulty breathing
  - Fever in excess of 101° unresolved with Tylenol
  - Persistent severe pain
  - Vomiting blood
  - Persistent vomiting with indications of dehydration
  - Incoherent speech and/or bizarre behavior
    - a. If any of the above symptoms occur, or any other indications of a serious illness or injury are present, cadre will immediately notify the Principal/Commandant/shift NCOIC (non-commissioned officer-in-charge), who will evaluate the seriousness of the medical emergency.
    - b. If the cadet appears to have a life threatening condition, cadre or school staff present will call 911 for medical assistant and employ all possible emergency procedures to sustain the cadet's life until relieved by qualified medical personnel, if appropriate.
    - c. If the medical emergency occurs while medical staff are available at the Troop Medical Clinic (TMC), the Principal/Commandant/shift NCOIC will notify medical staff immediately and follow their instructions.
    - d. If the medical emergency occurs while medical staff are not in the TMC, and it appears that the cadet needs immediate medical attention, e.g., life, limb, eyesight, etc., cadre present will call 911 and arrange for the cadet to be taken to the Emergency Room at Sierra Vista Hospital or French Hospital in the city of San Luis Obispo and then immediately notify the First Sergeant/shift NCOIC. In turn, the First Sergeant/shift NCOIC will notify the Director or her representative as soon as practicable.
    - e. If present cadre can safely transport the cadet (ambulance and/or paramedics are not required), a cadre or other GYA staff member will transport the cadet to the Emergency Room and remain at the Emergency Room until the cadet is released of back-up coverage is provided. The cadre will remain with the cadet the entire time the cadet is being treated, unless released to a parent or guardian.

- f. The cadre present in the Emergency Room will contact the Principal/Commandant/shift NCOIC with the cadet's status as soon as details are available. The Principal/Commandant/shift NCOIC will keep the Director or her representative informed of the cadet's status, as it becomes available.
- g. The cadre present at the Emergency Room will take the appropriate Medical Consent form to the Emergency Room with the cadet.
- h. Certified cadre will provide appropriate First Aid and/or CPR while arranging for emergency medical treatment.
- i. If the Principal/Commandant/shift NCOIC is not sure that the medical condition is actually an emergency requiring immediate attention, he will call 911.
- j. If the Principal/Commandant/shift NCOIC determines that the medical condition is not an emergency, the Principal/Commandant/shift NCOIC will complete a Sick Call slip for the next time that medical staff are on duty. The Principal/Commandant/shift NCOIC is expected to use good judgment and an abundance of caution in determining whether a medical condition constitutes an emergency. Appropriate First Aid techniques should be utilized until a medical staff can see the cadet.
- k. As soon as reasonably possible, the TMC representative will notify the cadet's parent(s)/guardian or next of kin of the nature of the serious illness or injury and the action that was taken regarding the cadet's care. If the cadet has been taken to the Emergency Room, the TMC representative will also advise the cadet's parents to contact the medical facility to provide additional medical history and/or consent for treatment.
- If a cadre suffers the injury or illness, other cadre will render appropriate first aid and follow the instructions in this SOP regarding reporting the injury or illness and obtaining medical treatment.
- m. Before leaving the TMC at the end of the shift, cadre who discovered and/or handled the medical emergency will write an Incident Report IAW CAL Reg 190-40 regarding the details of the medical emergency and the action that was taken regarding the cadet's or cadre's care and the required notifications.
- n. Each barracks will be equipped with a first aid kit. The medical staff will be responsible for inspecting the first aid kits and maintaining the contents according to the policies established by the medical staff.
- 2. Suicide Attempts: Additional Procedures If a cadet attempts suicide, the following procedures will be followed in addition to the basic procedures for Medical Emergencies:
  - a. At least one adult will remain with the cadet constantly until medical and/or counseling staff assumes responsibility for the cadet.
  - b. The Principal/Commandant/shift NCOIC will contact the on-call Medical staff.

- c. As soon as reasonably possible, the Principal/Commandant/shift NCOIC will contact the Director/Designee and provide a status report of the suicide attempt, the actions taken by cadre/staff, and the cadet's physical and mental condition.
- d. Except as necessary to provide emergency medical treatment, the scene of the attempted suicide will not be disturbed until an investigation has been completed.
- e. After the emergency has been handled, a counselor will conduct an investigation to determine the following:
  - (1) The reason(s) the incident occurred.
  - (2) Whether the incident could have been avoided.
  - (3) Whether cadre handled the incident properly.
  - (4) What could be done to prevent similar incidents in the future?
  - (5) Observations of the cadet during the emergency.
  - (6) Factors causing the decision(s) to continue and/or end safety restraints.
- f. The Safety Officer will use the results of the investigation to prepare any reports regarding the incident and to take any corrective action that may be necessary regarding SOP changes and/or cadre performance.
- g. See appendix, Suicide Prevention Plan for more information on prevention and postvention.
- 3. Other Mental Health Emergencies: Additional Procedures Other Mental Health Emergencies will be defined as those in which the cadet presents an immediate danger to himself or others, or the cadet exhibits behavior that results in destruction of property or reveals the intent to cause self-inflicted physical harm. In these cases, the following procedures must be followed in addition to the basic procedures for Medical Emergencies:
  - a. Cadre will isolate the cadet from the other cadets and from the environment in which he is out of control. The cadet should be isolated in the manner that is the least restrictive and the most possible means to gain control of the situation.
  - b. The Principal/Commandant/shift NCOIC will contact the Counseling staff in addition to the medical staff. If necessary, the Psychological Emergency Team will be called.
  - c. Follow the same procedures outlined in Section 2.
  - d. As a result of any mental health emergency, mental health professionals may determine a cadet needs to be hospitalized. Cadre will cooperate with mental health professionals to ensure the cadet is transported safely to the county mental health facility in San Luis Obispo.
  - e. Parents will be informed, as soon as possible, by the Principal or the counselor.
- 4. Fire Safety Plan Fire safety will be maintained in the following manner:
  - a. It is the responsibility of all staff members to implement and maintain safety standards.

- b. Paper and other flammable materials will not be allowed to accumulate in the barracks, offices, storerooms, classrooms, restrooms or any other area.
- c. Chemicals and cleaning fluids will be properly labeled and stored pursuant to the manufacturers' instructions and kept in a locked location except when actually in use.
- d. Rags that have been used with any chemicals or cleaning fluids will not be left piled in any area. They must be laundered or disposed of properly in a timely manner.
- e. Electrical outlets will be properly maintained and circuits will not be overloaded.
- f. Electrical equipment will not be connected to electrical outlets if wires are exposed or other defects are evident. Defective equipment will be repaired or discarded as soon as the defect is observed.
- g. Smoke alarms will be tested at least once every six months and repaired or replaced as indicated.
- h. Diagrams with exit routes, alternate exit routes, and the locations of fire alarm pull boxes and fire extinguishers are posted in each barracks and in various locations throughout the area. See appendix for maps.
- i. The Commandant/Principal is responsible for conducting unannounced fire drills on a periodic basis. A fire drill will be conducted during the first week of Pre-Challenge. Fire drills will involve the same procedure as for an actual fire (except that alarms and notifications should be simulated instead of real). Fire drills will be documented in the Platoon Log of each participating barracks.
- **5. Fire** In the event of a fire, the following procedures will be followed, but the sequence may be altered depending on the severity of the fire:
  - a. Cadre will summon assistance in the fastest possible manner. There are Fire Alarm pull boxes in each barracks, on the walls at the Wagon Wheel and panic bars on the doors. There are also pull boxes at various locations. Whenever possible, cadre will activate the alarm box closest to the exit door that is most reasonable to be used based on the location of the fire. Cadre will use the phone to call 911 immediately.
  - b. Cadets should be moved to safe areas immediately. The primary and secondary exit routes are posted in each barracks, each classroom, office and in various locations. Each cadre should be familiar with the exit route for the area in which he is assigned.
    - (1) Cadre will move cadets in an orderly fashion to the safest exit door. Cadets will be directed to remain absolutely quiet and to follow instructions exactly.

- (2) At least one cadre will remain with the cadets who are preparing to exit the area, and another cadre will systematically let other cadets out of the building to join the others.
- (3) If necessary, cadets should be moved to the safest and most secure yard area until the emergency is over.
- (4) Cadre in unaffected areas will control the cadets in their areas and prepare to evacuate them.
- c. The Commandant/shift NCOIC/Principal and any available cadre/teachers/staff will proceed to the exit door that provides for the safest evacuation of cadets and cadre in the affected unit.
- d. If possible with minimal risk of injury, cadre should contain the fire. Shutting the door to the room where the fire is located can contain some fires.
- e. Emergency fire sprinklers are located in some areas. They are designed to come on automatically and to disburse a large volume of water.
- f. As soon as reasonably possible, the Principal/Commandant/shift NCOIC will notify the Director and/or the Duty Officer of the emergency, and will provide updates as indicated. The Principal with notify the Assistant Superintendent of Student Services and provide updates as indicated.
- g. If any cadets or cadre are injured during the emergency, each cadre will provide emergency First Aid as indicated, and the First Sergeant/shift NCOIC will arrange for appropriate medical attention.
- **6. Evacuation Plan -** In the event that cadets must be evacuated from the barracks/classrooms or from a specific area because of fire, earthquake, or any other emergency, the cadets will be housed as follows:
  - a. If the fire, earthquake, or other emergency does not affect any barracks, cadets from the affected barracks will be housed in the barracks not affected.
    - For Classroom evacuation the announcement is made by administration using school-wide sound system.
    - Students are told to secure their belongings, exit the classrooms and fall out into a company formation.
    - Campus/Base maps are posted at the doorways of all classrooms/school buildings.
    - Once in formation, a student count is made by platoon guides and given to cadre in charge.
    - Cadre confirm student count
    - Cadre/student platoon guides lead student platoons to barracks or other designated site.
    - If required, platoon transportation is by bus. Busses are located in gravel parking area directly in front of the school.
  - b. If the fire, earthquake, or other emergency affects all units, cadets will be evacuated and transported to emergency facilities at Camp Roberts, CA.

- c. Cadre will take a copy of the Cadet Roster with them during any evacuation, even if the cadets will remain in a different facility.
- d. The Commandant/shift NCOIC/Principal is responsible for making arrangements for the safe evacuation of the cadets and cadre. All cadre/teachers/staff will assist in the evacuation.
- e. Once cadets have been evacuated, they will not be returned until the area has been declared to be safe.
- f. During and after the emergency, cadre will make sure all cadets are accounted for.
- g. As soon as the emergency condition no longer exists, cadre/teachers/staff who discovered and/or handled the emergency will write an Incident Report regarding the details of the fire, the actions taken to handle the emergency, the cause of the fire if determined, and whether anything could have been done to prevent the fire.

#### 7. Loss of Power

- a. For the safety and security of the cadets and staff, if the main power shuts down, all cadets will be directed to go to the barracks immediately. Cadre will remain in the barracks with cadets until power is restored or until arrangements are made for alternate housing.
- b. Cadre/teachers/staff will also turn off all televisions, computers, and similar equipment to prevent damage to the equipment when the power is restored.
- **8. Earthquake** It is unlikely that significant damage will occur during an earthquake unless the earthquake has a high magnitude. If it is significant:
  - a. If cadets are outside the barracks/classrooms, cadre/teachers/staff will instruct them to lie flat on the ground and remain there until given further instructions.
  - b. If cadets are in the barracks/classrooms, cadre/teachers/staff will instruct them to DROP, COVER & HOLD. All students will drop under tables, cover their eyes and hold on to something. They are to remain there until given further instructions.
  - c. Cadre/teachers/staff will attempt to comfort cadets who are agitated by the emergency to the best of their ability.
  - d. After the shaking stops, cadre/teachers/staff will assess any damage and determine whether any further action needs to be taken for the safety of the cadets.
  - e. If any cadets or cadre are injured during the emergency, each cadre/teachers/staff will provide emergency First Aid as indicated, and cadre/teachers/staff will arrange for appropriate medical attention.

- f. As soon as reasonably possible, the cadre/teachers/staff will contact the Director/Principal and/or the Duty Officer and provide a status report of any significant damage and/or injuries requiring medical attention.
- g. If there is significant damage, cadre/teachers/staff should follow the same evacuation procedure as described above.
- h. If there are any injuries and/or significant damage, cadre/teachers/staff will prepare an incident Report regarding the injuries, damage, and cadre actions.
- 9. Other Disasters Any other disaster will be handled in a manner similar to the procedures for fire and earthquake. Cadre/teachers/staff are expected to use good judgment in determining the course of action for unforeseen events. Safety and security of the cadets and cadre/teachers/staff will be of primary concern in determining an appropriate course of action. If there are multiple injuries as a result of a disaster, cadre/teachers/staff will take the injured to the safest location for medical evaluation (triage) and treatment.
- **10. Unauthorized Absences (UA)** In the event that a cadet is absent without authorization (UA), the following procedure will be followed:
  - a. Cadre/teachers/staff will determine the identity of the cadet(s) who has an UA.
  - b. A search of the campus and post will be conducted, either by GYA staff or by Post Security Personnel, if available. If the cadet(s) cannot be located, cadre/teachers/staff will notify:
    - (1) San Luis Obispo Sheriff's Office.
    - (2) The Principal/Director or representative.
    - (3) The cadet's parent(s), who should be advised to contact the academy if the cadet makes contact with them.
  - c. Before leaving shift, cadre/teachers/staff on duty at the time of the UA will prepare an incident Report containing complete details of the UA.
- 11. Hostages, Fights, and Other Disturbances If any cadets hold a member of the school staff, cadre or other cadet hostage, engage in a fight or in behavior that could be described as a riot (a violent disturbance created by more than one cadet), or perform any similar actions, and the involved cadets do not respond to verbal commands to stop the behavior/disturbance, the following procedures will apply:
  - a. Cadre/teachers/staff will summon assistance from on-duty cadre/teachers/staff via voice/speaker system/cell phone.
  - b. Cadre/teachers/staff will secure all cadets in all barracks/classrooms as quickly as possible. The cadets will remain secured in the barracks until the situation is under control. If cadets are in school or other areas of the campus, cadre/teachers/staff will maintain supervision of cadets in those locations until it is reasonably safe to return to them to their respective barracks or to any barracks/classrooms that is not directly involved in the disturbance.

- c. Cadre will bring the situation under control using the Use of Force guidelines outlined in this SOP.
- d. Cadre will separate the perpetrators if possible, and house them in separate areas.
- e. Cadre/staff will attempt to counsel the cadets to calm their behavior.
- f. Cadre/teachers/staff who observed the riotous behavior will prepare Incident Reports regarding the details of the incident, paying particular attention to the identities of the perpetrators and their level of participation.
- 12. Guns Fired, Stranger/Intruder, or any other Civil Disturbances If persons outside GYA engage in behavior that is riotous and/or threatens the security of cadets and/or staff, the following procedures will apply:
  - a. Cadre/teachers/staff will attempt to keep the cadets as calm as possible.

    Leadership will exercise good judgment in determining whether to lockdown or evacuate the cadets in the barracks/classrooms in order to maintain control.
  - b. The Commandant/shift NCOIC/Principal will summon assistance by calling 911.
  - c. If subject is seen, do not engage the suspect.
  - d. If suspect is outside, lock the entry doors.
  - e. Follow Evacuation procedures or Lockdown Procedures as determined.
  - f. Listen for further directions or All Clear Signal.
- 13. Active Shooter If there is an active shooter situation at the school, barracks, dining facility, or any other area populated by staff or students, the staff will follow the trained Active Shooter Response of Run, Hide, Fight.

#### Active Shooter Staff Responsibilities:

- a. Safety and security of cadets is paramount. Act in a manner that is in the best interest of the cadets in your care and maintain accountability.
- b. Call 911 when the first opportunity presents itself. Be prepared to give a description of the shooter, mode of travel, direction of travel, direction of shots heard, your location, and /or any other information that will assist law enforcement.
- c. Contact the shift NCOIC after you call 911. Give your location, number and names of personnel with you, number of cadets with you (by platoon if possible), and any other important information.

d. Keep radio traffic to a minimum to allow pertinent information to be passed.

#### **Shift NCOIC Responsibilities:**

- a. Ensure 911 was called, contact CSLO security, and chain of command.
- b. Track locations of staff and cadets for accountability and to inform staff if the shooter is in or heading into the area they are hiding.
- c. Pass pertinent information on to law enforcement, CSLO security, chain of command and staff on location.
- d. Assist law enforcement when they take charge of the scene and coordinate search efforts for personnel and cadets when the "all clear" is given by law enforcement.

#### Law enforcement Responsibility:

- a. Law enforcement will take charge of the scene when they arrive.
- b. Stop the active shooter by proceeding to the location of shots fired and eliminate the threat.
- c. Give the "all clear" and assist with locating personnel and cadets.

See appendices Active Shooter, Run - Hide - Fight.

- **14. Bomb Threats** If a bomb threat is received specific to GYA, the following procedures will apply:
  - a. Cadre/teachers/staff will calmly and systematically direct cadets to evacuate the area where the bomb is reported to be. Cadre will maintain control of cadets at all times during the evacuation and will conduct systematic head counts until the emergency status has ended.
  - b. The Commandant/shift NCOIC/Principal will summon emergency assistance by calling 911.
  - c. If evacuation is necessary, cadre/teachers/staff will follow the procedures detailed above.
  - d. As soon as reasonably possible, the First Sergeant/shift NCOIC/Principal will call the Director/Assistant Superintendent Student Services and provide information about the bomb threat and the status.
  - e. Cadre will not return cadets to the affected areas until law enforcement has given the area official clearance.

- f. If the bomb threat was received by phone or in person, the person receiving the bomb threat will provide law enforcement with as much information as possible about the person who made the bomb threat the person's voice, the exact words, and any other information that may be significant for the police investigation.
- g. If the bomb threat was received in writing, the person receiving the bomb threat will retain all portions of the paper on which the threat was written, including the envelope if one was used.
- h. If a cadre/teachers/staff discovers any suspicious envelopes or packages, the cadre will not disturb the envelope or package, but will summon law enforcement to handle the incident.
- After the emergency has been handled, the cadre/teachers/staff who received the bomb threat or discovered the suspicious package will write an Incident Report giving the details of the incident and the actions taken to resolve the matter.
- 15. Other Emergencies Other emergencies may occur that are not specifically addressed in this SOP. Cadre will use the procedures for other emergencies as a guideline and will exercise good judgment in determining an appropriate course of action.
- **16.** Cadre/Teacher/Staff Injuries In addition to any first aid that may be necessary as a result of a cadre/teacher/staff injury, the following procedures will be followed:
  - a. There are forms that must be completed as soon as possible for Worker's Compensation and/or other State reporting purposes. The Administrative NCO will maintain a supply of the appropriate forms and will assist the cadre in completing the forms.
  - b. The Principal/Commandant/shift NCOIC will immediately offer the cadre a medical evaluation through Medical Services or Sierra Vista Hospital. The Principal/Commandant/shift NCOIC will inform the cadre that delaying or postponing the evaluation may jeopardize future claims regarding the injury.
  - c. If the examining physician determines that the cadre cannot perform the full range of job duties, the cadre will be placed on leave until medically cleared. A provision for "light duty" is at the discretion of the Director.
  - d. The Administrative NCO/Principal will follow up with any subsequent paperwork and referrals until the cadre is cleared for full duty status or until a determination is made regarding permanent disability.

#### 17. Hazardous Materials

a. Bodily Fluids – During any emergency situation, blood or other bodily fluids may be spilled or may splash on a cadre or a cadet. Cadre will use universal precautions to prevent exposure to bodily fluids, and will use approved methods

- for cleaning up spills and disposing of clean-up materials. Cadre will inform exposure to bodily fluids to their supervisor as soon as possible after clean up.
- b. Chemical substances Cadre will use extreme caution when using cleaning materials or supervising cadets using cleaning materials. Cleaning products will be used only according to the instructions on the label, and will not be mixed unless the instructions specifically allow mixing cleaning products.
- c. Unknown substances Staff will immediately inform the Director/Principal or representative about the presence of any unknown substance that may be hazardous in nature. Staff will contact CSLO Department of Public Works at (805) 594 6544 or 6-6544 via CSLO phones and follow their instructions regarding disposal of the substance.
- 18. Avoidance of Emergencies Cadre/teachers/staff will exercise caution, foresight, and good judgment to avoid emergency situations whenever possible. Cadre/teachers/staff will counsel cadets as necessary to assist them with personal problems and individual needs, and will refer cadets for medical and mental health treatment as indicated to prevent crisis situations.
- 19. Lockdown Procedures Lockdown announcement is made by administration using school-wide sound system. Once the announcement is made, Administration will notify law enforcement using 911.

See appendices Lockdown Emergency Response Quick Reference Flowchart.

#### **LOCKDOWN**

Announced on PA system:

```
"Emergency – Initiate Lockdown."
```

### LOCKDOWN INSIDE SCHOOL BUILDING:

- a) Upon hearing the lockdown announcement, staff will immediately initiate lockdown procedures;
- b) All occupants of the school will disregard fire alarm system if safe to do so; (NOTE: Staff must be aware of the potential for other emergencies such as fire. Should this occur, staff and students must be prepared to react and possibly evacuate a locked down area for their own safety);
- c) Lockdown procedure for non-classroom areas:
  - Depending on the individual school plan and the situation (location and actions of the suspect) consideration must be given to the controlled evacuation of students to identified secure areas.

<sup>&</sup>quot;Emergency – Initiate Lockdown."
"Emergency – Initiate Lockdown."

- ii. Individual School / Worksite Lockdown Emergency Response Plans will include specific direction regarding a secure location where people in these areas must report to in the event of a threatening incident;
- lii. Each classroom has a water source, the National Guard has a Meal Ready to Eat (MRE) supply for both staff and students, and student medications are available through the Troop Medical Clinic (TMC).

#### LOCKDOWN PROCEDURE FOR CLASSROOMS:

- Check sidewalks and other common areas;
- ii. Direct all to the nearest classroom or closest secure location as determined by school plan;
- iii. Shut and lock classroom door by disengaging the Lockblock or by key; move students away from doors and windows into a safe corner of the classroom; students are to remain quiet and still;
- iv. Cover window in classroom door;
- v. Close blinds:
- vi. Take attendance;
- vii. DO NOT use cell phones or PA system unless there is a need to communicate vital emergency information;
- viii. Remain in the secure location until given further direction by appropriate personnel.
- ix. Lockdown is in effect until cancelled by an administrator or designate with an "All Clear" announcement over sound system.
- x. Each classroom has a water source, the National Guard has a Meal Ready to Eat (MRE) supply for both staff and students, and student medications are available through the Troop Medical Clinic (TMC).
- 18. Hold and Secure Hold and Secure announcement is made by administration using school-wide sound system. Hold and Secure will be initiated when it is desirable to secure the school due to an ongoing situation outside and not necessarily related to the school.

#### **HOLD AND SECURE**

Announced on PA system:

- "Attention all staff the school is now in Hold-and-Secure."
- "Attention all staff the school is now in Hold-and-Secure."
- "Attention all staff the school is now in Hold-and-Secure."
  - a) Hold and Secure is used when it is desirable to secure the school / worksite due to a potentially threatening incident occurring outside and not necessarily related to the school. In this situation, all exterior doors are locked and monitored, to allow any students from outside to enter, but the doors should otherwise remain locked.
  - b) Classes may continue to function normally. If the administrator or designate decides to call "hold and secure", plain, clear language, with specific directions, should be used.

- c) Each classroom has a water source, the National Guard has a Meal Ready to Eat (MRE) supply for both staff and students, and student medications are available through the Troop Medical Clinic (TMC).
- d) Additional directions may be added as appropriate including but not limited to informing students:
  - i. that in the event of a fire alarm to either evacuate to the outside or to remain in the school until otherwise advised;
  - ii. whether movement is restricted and if class change bells should be ignored;
  - iii. of additional safety measures such as closing blinds or turning off lights.

## Note: Confirm with police, security forces, or authorities when the school can return to normal functioning.

- e) Types of events that trigger Hold and Secure include robbery or any serious criminal offence in close proximity to a school or where a suspect has been pursued by police and / or on foot near a school.
- f) Hold and Secure is in effect until cancelled by an administrator or designate with an "All Clear" announcement over sound system.
- 19. Shelter In Place Shelter In Place announcement is made by administration using school-wide sound system. Shelter In Place will be initiated when personal safety is considered to be in danger if anyone leaves the school.

#### **SHELTER IN PLACE**

Announced on PA system:

- "Attention all staff the school is now in Shelter In Place"
  "Attention all staff the school is now in Shelter In Place."
- "Attention all staff the school is now in Shelter In Place."
- b) It is necessary for everyone to remain inside the school and take protective actions. Depending upon the emergency, heating and air-conditioning or other intake / exhaust systems may need to be turned off to avoid drawing in air from the outside. 2
- d) Types of events that trigger Sheltering in Place:
  - i. weather events such as a tornado or hurricane;
  - iv. environmental event such as a chemical spill exterior to the school;

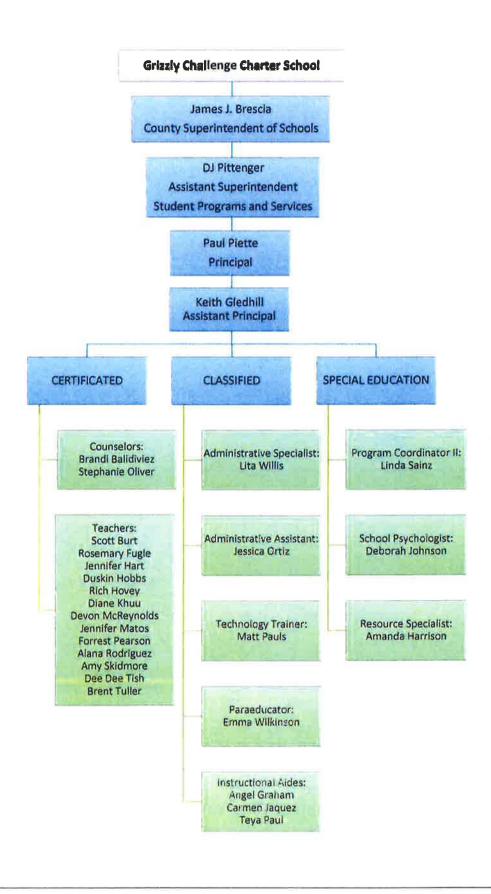
- v. missing student;
- vi. dangerous wild animal (mountain lion, bear etc.) and;
- vii. any situation where evacuation may pose a greater risk than sheltering in place.
- e) Each classroom has a water source, the National Guard has a Meal Ready to Eat (MRE) supply for both staff and students, and student medications are available through the Troop Medical Clinic (TMC).
- f) Shelter In Place is in effect until cancelled by an administrator or designate with an "All Clear" announcement over sound system.

#### 20. After Emergency Actions -

- a. Take attendance and accountability of students and staff. Locate everyone. Report anyone not accounted for to the Administration/Cadre.
- b. Report anyone in need of medical or psychological attention to Administration/Cadre.
- c. Re-check to ensure the facility is safe to enter.
- d. Write a narrative to document the incident for future debriefing and reporting.
- e. Notify parents.
- f. Following the incident, debrief with team members to review responses/outcomes for additions/corrections to the school safety plan.

# APPENDIX Available Upon Request

#### **ORGANIZATIONAL CHART 2017-18**





# Business, Operations, and IT Forms & Procedures

James J. Brescia, Ed.D County Superintendent of Schools

**County Board of Education:** 

George Galvan
Paul Madonna
Floyd Moffatt
Joel Peterson
Diane A. Ward

#### **PROCEDURES**

www.siocoe.org▶Employee Resources▶Forms, Guides and Policiess

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Page 1



## **INTRODUCTION**

Welcome! The forms and procedures necessary to the administrative and business office support of public schools and education can often seem confusing. It is hoped that this guide will help to answer your questions, and make your job easier. If there is something that is confusing or missing, let us know. We are open to your questions, suggestions and ideas. In the meantime, refill your coffee, then go to the topic of your choice below. Each procedure also resides as an individual link on the website, with its corresponding form. Broken links can be reported to 782-7211 or to IT at 782-7243.



"A prudent question is one-half of wisdom." - Francis Bacon

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Classified Salaries	!					
Instructional Aide	98,322	118,899	124,844	131,086		137,640 5% Step Increase
Instructional Aide Extra Duty	145					
Instructional Aide Substitutes	1,140					
Technology Analyst/Trainer	64,919					77,139 5% Step Increase
Clerical	188,502	163,685	171,869	_	3 189,486	5% Slep Increase
Clerical Substitutes and Extra Duty	6,445	6,445	6,767	7,106		
Other Classified Salaries - Transition Specialist	135,592					
Benefits						
State Teacher's Retirement System (STRS)	197,203	CA	.4	.4		270,436 starting in 19-18 py x increase in rate
Public Employee's Retirement System (PERS)	65,164		68,714			starting in 19-18 py x increase in rate
Social Security	35,150				3 11,650	
Medicare	29,230			•	33,261	
Alternative Relirement	1,163	1,183		1,282	1,346	
Health & Welfare	209,193	223,837	N	2	. •	274,209 Increased 7% per historical trend
State Unemployment Insurance	1,151					
Workers Compensation	18,903	20,037	20,919	21,839	3 22,800	
Books & Supplies Instructional Materials/Textbooks/Supplies	120,352	120,352	123,262	126,704		130,720 Increased by COLA starting 19-20
Other Operating Expenses/Services Custodians/Rental/Professional Dev/Field Trips etc.	268,107	268,107	268,107	268,107		268,107 Increased by COLA starting 19-20
Equipment One time purchase - new van	33,466					
Subtotal of Expenditures	3,114,499	en -	n	6	6	
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Change in fund balance	1,383,439	261,051	164,777	86,601	15,128	
Beginning Balance	1,488,770	2,872,209	3,133,260	3,298,037	3,384,638	
Ending balance	2,872,209	3,133,260	3,296,037	3,384,638	3,399,766	
Reserve against economic uncertainties (10% of Expenditures) Reserve for Capital Outlay	336,366 1,169,110	327,901 1,169,110	340,209 1,169,110	354,680 1,169,110	369,571 1,169,110	
Unappropriated ending fund balance	1,368,733	1,636,249	1,788,718	1,860,847	1,861,085	Y1023
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