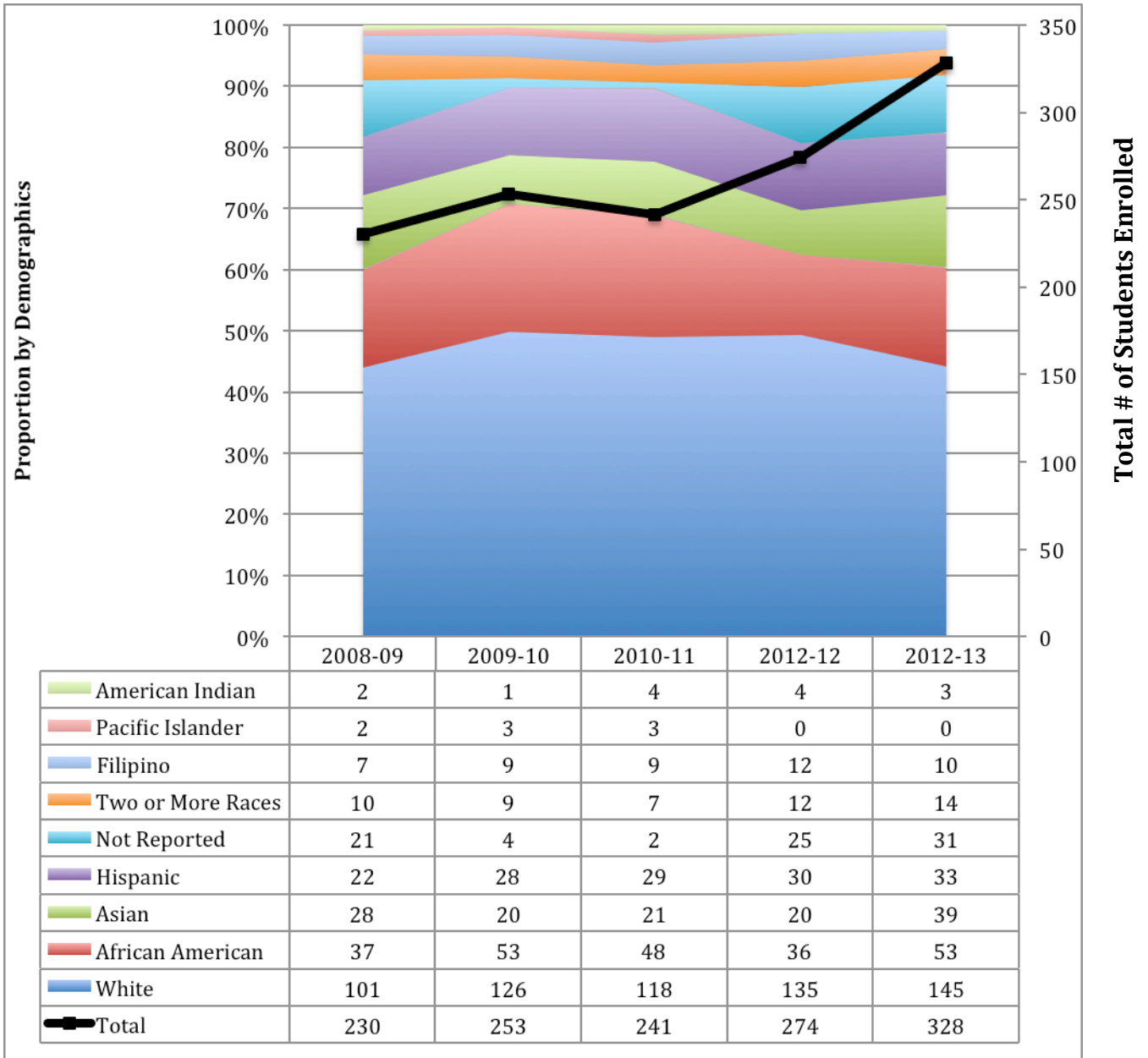


## Appendix A: Enrollment by Ethnicity

### CACs Student Enrollment and Demographics, 2008-2013



# Creative Arts Charter School

## STUDENT / FAMILY HANDBOOK

**Creative Arts Charter School**  
**1601 Turk Street**  
**San Francisco, California 94115-4527**  
**[creativeartscharter.org](http://creativeartscharter.org)**

**Main (415) 749-3509**  
**Director (415) 749-3512**  
**After School Program (415) 749-2719**  
**Fax (415) 749-3437**

## Message to Families

This Creative Arts Charter School Student/Family handbook was developed to provide you with information regarding the school's structure, programs and policies and includes our Volunteer Participation Catalog and Fundraising Programs appendices.. We are a thriving public charter school providing an exceptional and unique education to children – this would not be the case were it not for the energy and involvement of you, the families of CACS. We hope this handbook serves as a useful introduction to an amazingly creative, successful and joyous school.

## TABLE OF CONTENTS

<b>What is a Charter School?</b> .....	1	<i>Continued Enrollment &amp; No-Show Policy</i>	
<b>History of CACS</b> .....	1	<i>Missed Work</i>	
<b>Mission Statement</b> .....	1	<i>Independent Study</i>	
<b>Diversity Statement</b> .....	2	<i>Directly Linked to School Funding</i>	
<b>Educational Approach</b> .....	2	<i>Tardies</i>	
<i>Small Class Size</i>		<i>Late Arrivals</i>	
<i>Constructivist Learning Theory</i>		<b>Student Health</b> .....	11
<i>Project-Based Learning</i>		<i>Medical Conditions</i>	
<i>Responsive Classroom</i>		<i>Medications</i>	
<i>Creative Story Plays: Kindergarten-First Grades</i>		<i>Illness</i>	
<i>Community Service: Middle School</i>		<i>Head Lice</i>	
<i>Advisory: Middle School</i>		<i>Injuries</i>	
<i>The Arts</i>		<i>Bathroom Usage</i>	
<b>School Management and Operational Structure</b> .....	3	<i>Reporting Suspected Child Abuse</i>	
<b>Faculty and Staff</b> .....	3	<b>School Breakfast/Lunch Program</b> .....	11
<b>Volunteering at CACS and the Family Association</b> .....		<b>Field Trips</b> .....	12
<i>The Family Association at CACS</i>		<b>Birthday Parties</b> .....	12
<i>Volunteer Opportunities at CACS</i>		<b>Lost and Found</b> .....	12
		<b>Books</b> .....	12
<i>Committees</i>		<b>Toys and Other Personal Items</b> .....	12
<i>Fundraising</i>		<i>Wheeled &amp; Electronic Equipment</i>	
<b>Everyday Fundraising</b> .....	7	<i>Cell Phones</i>	
<b>How is CACS Funded?</b> .....	7	<b>Student Records</b> .....	13
<b>General School Information</b>		<i>Family Educational Rights and Privacy Act (FERPA)</i>	
<b>School Offices</b> .....	8	<i>Transcript Requests</i>	
<i>Visitors</i>		<b>Student Assessment</b> .....	13
<i>Telephone Usage</i>		<i>Family/School Conferences</i>	
<i>Messages</i>		<i>Informal Family-Teacher Meetings</i>	
<b>Arrival / School Entrance</b> .....	9	<i>Homework</i>	
<i>Gates</i>		<i>Arts Electives: Middle School</i>	
<b>Dismissal</b> .....	8	<i>Middle School Academic Expectations</i>	
<i>Student Off-Campus Release</i>		<b>Communications</b> .....	14
<i>Late Pick-Up</i>		<i>Dragon's Lair</i>	
<b>Location and Transportation</b> .....	9	<i>School Roster</i>	
<i>Parking/Drop Off</i>		<i>Friday Folder</i>	
<i>Pedestrian Traffic</i>		<i>Website</i>	
<i>Bus Lines and Carpools</i>		<b>Code of Ethical Conduct</b> .....	14
<i>Staff Parking Lot</i>		<i>Discrimination</i>	
<i>Good Neighbor Policy</i>		<i>Anti-Hate Language and Speech Policy</i>	
<b>After School Program</b> .....	10	<i>Peaceful School</i>	
<i>Drop-in Care</i>		<i>Conflict Resolution</i>	
<i>Tutorial</i>		<i>Expectations for Student Behavior</i>	
<i>Sports Teams</i>		<i>What Students Can Expect</i>	
<b>Attendance</b> .....	10	<i>Grounds for Disciplinary Action</i>	
.....		<i>Jurisdiction for Suspension and Expulsion</i>	
.....		<i>Logical Consequences</i>	
.....		<i>Documentation</i>	
<i>Tardies/Absences</i>		<i>Discipline Committee</i>	
<i>Reporting Absences</i>		<i>Detention</i>	
<i>Absences Allowed by Law</i>		<i>Eighth Grade Graduation Ceremony</i>	
<i>Activities Participation Policy</i>		<i>Student Internet Use</i>	
<i>Extended Absences</i>		<i>Dress Code</i>	
<i>Truancy Tracking</i>		<i>Suspension</i>	
<i>Out of District Students</i>		<i>Grounds for Suspensions/Expulsions</i>	

**Appendices: Add list of appendices**

**I. Emergency Response Plan**

**Staff Contact List**

## What is a Charter School?

Since 1991, 40 states, the District of Columbia and Puerto Rico have signed into law charter school legislation. In 1992, California became the second state (Minnesota was the first) to approve charter schools.

A charter school is a public school created by a community—a group of families, teachers, some combination of the two, or a community-based organization. A prospective charter developer submits a charter petition for approval to its local school board; the charter petition details the specific goals and operating procedures of the school. The spirit of charter school law is to allow for educational innovation, both programmatically and administratively, and provide expanded choice within the public school system without the constraints of traditional bureaucratic rules. As the California Department of Education (CDE) observed: “The most common threads [among charter schools] are the tremendous energy those involved in the schools bring to the programs and the very high levels of parental participation.” (from [cde.ca.gov](http://cde.ca.gov)).

For more information on charter schools, see [www.calcharters.org](http://www.calcharters.org) or [www.charterschoolcenter.org](http://www.charterschoolcenter.org).

## History

Creative Arts Charter School (CACS), originally “San Francisco Early Childhood Education School,” was San Francisco’s first charter school. CACS was founded in 1994 by a dedicated group of families and educators who wanted to provide the children of San Francisco with high-quality public education through creative exploration that fosters creativity and implements progressive theories in education. CACS originally opened as a kindergarten through third grade program. In the third year of operation the school was extended through eighth grade and grew an additional grade each year. In its eighth year of operation, CACS graduated its first class to many of the finest high schools in San Francisco. In June 2009, CACS received a unanimous vote of approval from the San Francisco Board of Education to renew the school’s charter for an additional five years.

Building on its success, and to strengthen the school financially, its Board of Directors, with support from staff and community, voted to expand CACS’s enrollment to 300+ over a 10-year period. This is being accomplished by adding an additional 6<sup>th</sup> grade class every other year and enrolling two kindergarten classes every year. This expansion plan began in 2005 and will continue until the school reaches its new capacity.

CACS has been developing in both breadth and scope since its inception. Originally run almost exclusively by its Board and family volunteers, the school now employs an administrative team to carry out the school’s mission and vision.

## Mission Statement

The mission of Creative Arts Charter School is to provide K-8 grade students of San Francisco with an innovative, high-quality education that focuses on an arts-integrated, project-based curriculum, with the overall goal of giving our students a lifetime appreciation of learning and the development of their unique talents and abilities.

### To fulfill this Mission:

- We empower children to access knowledge in order to be creative and collaborative problem solvers.
- We support and encourage individual teaching styles that are aligned with the school’s philosophy.
- We reach out to diverse individuals and families, and we implement and promote non-biased education.
- We use multiple measures and authentic assessment to ensure school quality and student achievement.
- We are committed to remaining a small school community.
- We recognize each child’s right to have a safe school environment.
- We are guided by our Charter.

### Guiding Principles

- Every child is unique and valuable and his/her thoughts, interests, skills, needs and potential deserves our care and attention.
- Students learn best with a variety of curriculum and teaching methods.
- We respect the art of teaching and employ individuals dedicated to excellence.
- Peer support and on-going professional development of staff is essential to quality education.
- Collaboration is essential to fulfilling our mission.
- Family involvement is critical to school success.
- Respect for all community members defines our actions and our attitudes; it must never be compromised.

## **Diversity Statement**

Creative Arts Charter School seeks to reflect the increasingly diverse world in which our students live. We embrace differences and commonalities across race, gender, ethnicity, religion, nationality, sexual orientation, gender orientation, physical and learning differences, and socio-economic class, as well as other characteristics that construct our unique human identities. Our goal is to create a respectful and responsive community where each member is valued and significant.

In order to achieve this goal we:

- Actively recruit and support students, teachers, and staff from diverse backgrounds.
- Foster confident self-identity while building empathy and relationships with people from diverse backgrounds.
- Commit ourselves to an anti-bias agenda that celebrates diversity and challenges inequality and all forms of bias.
- Empower students as leaders to stand up for themselves and others to create a more just world.

We understand the reflection, dedication, and perseverance necessary to meet our goal. We believe meeting this challenge will make us stronger as individuals and as a community.

## **Educational Approach**

### **Small Class Size**

Current class size allows for 22 students in Kindergarten through third grade, 24 students in fourth/fifth grades and 28 students in the middle school grades. Core classes (science, math, social studies and language arts) are taught by fully credentialed teachers as inter-disciplinary units with the arts integrated into each subject whenever possible.

### **Constructivist Learning Theory**

The constructivist learning theory means children learn when their existing sets of beliefs, theories and perceptions are challenged through conversation, a hands-on activity or an experience. Constructivist theory also maintains the brain does not necessarily or automatically categorize information according to traditional academic disciplines. CACS understands all learners have different strengths and weaknesses. With these principles in mind, the CACS curriculum approaches subject matter from multiple perspectives, and includes a wide variety of learning activities so every student will succeed.

### **Project-Based Learning**

All grades employ arts integrated/project-based learning to help students understand the multifaceted relationships among academic subjects, technical and life skills, and the greater world. Project-based learning integrates multiple subject areas into a topic of study. A single project has an overarching theme, but students approach it from a multi-disciplinary perspective. By focusing on the project as a whole, students learn competency skills such as reading, writing and arithmetic where the emphasis is placed on these skills as tools, not as ends to the process. As they work through the project, students also acquire and exercise problem-solving and critical-thinking skills. The project-based learning process engages and motivates students to accomplish multi-level achievements. They increase core competencies and improve practical skills, as well as complete a tangible project.

Project-based learning promotes self-motivation and competence through the interests of students, enhancing their propensity to become lifelong learners. These approaches are particularly appropriate for the multi-cultural and socio-economically diverse population of CACS because they respect differences and encourage many modalities of expression.

### **Responsive Classroom**

Responsive Classroom is an approach to teaching and learning that fosters safe, challenging, and joyful elementary classrooms and schools. Created by classroom teachers and backed by independent research, it consists of practical strategies for bringing together social and academic learning throughout the school day. The Northeast Foundation for Children, Inc. is the developer of the Responsive Classroom approach.

Using a train-the-trainer model, select teachers serve as mentors to help create a learning environment where children thrive academically, socially, and emotionally. More information about may be found at [responsiveclassroom.org](http://responsiveclassroom.org).

## **Creative Storyplays: Kindergarten-First Grades**

Storyplays are particularly well suited for children up to age seven and are practiced routinely in kindergarten and first grade. This MacArthur-prize-winning educational technique calls for children to create, direct and act in plays they formulate through their own fantasies and imagination. A child first dictates a story to the adult, casts himself and his classmates as characters, and then directs the story as a play. The mechanical act of lettering can be strenuous for young writers, so by taking dictation, teachers provide a bridge to help students gain fluency in composing their stories. Watching their language transformed into print, children become highly aware of their choices in vocabulary. They experiment and practice with narrative structures. Then, through performing their storyplays, the children learn to write for an audience. Writing becomes a social act. Storyplays support children in their literary efforts while encouraging them to listen to one another and work together. Through story plays, children build their own literature of images and themes, as individuals and as a class.

## **Community Service: Middle School**

Middle school students participate in community service. CACS embraces volunteerism as a cornerstone of its own existence and as a means to inspire core values among its students. Community service is an opportunity for students to develop a commitment to their current and future communities.

## **Advisory: Middle School**

Advisory focuses on issues most pressing to adolescents. Middle school teachers and other staff are assigned a small group of students. Advisors deal with adolescent-related issues along with communicating with families and handling minor discipline issues. Each student is assigned an advisor with whom they meet in small groups daily. The purpose of the advisory program is threefold: First, students focus on life skills such as conflict resolution and listening skills. Second, students devote time and study to self-esteem related issues along with goal setting, high school planning, and peer pressure. In addition, students receive direct support with homework, organizational skills and responsibility for completing school assignments. Finally, each advisory group completes a community service project.

## **The Arts**

CACS provides innovative educational experiences in collaboration with students, utilizing the arts as a vehicle for investigation, problem solving and multi-modal learning. While working in the arts, students are uniquely called upon to envision and set goals, determine methods to reach those goals, re-vision and re-work original ideas, work collaboratively, and develop self-discipline.

CACS believes education of the whole child includes work in dance, drama, music and visual arts, clay, paint, sculpture and song; every day at school should involve opportunities to play, invent and discover. As part of a universal, cross-cultural language, the arts represent innate aspects of our common humanity, providing an inherent foundation for communication and a bridge for understanding one another across boundaries of age, race, gender and culture. CACS has placed the arts at the center of its curriculum, and calls on them to provide fundamental purpose, definition and identity to the school.

The art staff works closely with classroom teachers to integrate the arts into the core curriculum. Music, for example, can inspire an appreciation of mathematics and physics; likewise, students learn geometry through visual and graphic arts. Thus, students become well versed in a broad range of art media and techniques as they enhance their core competency skills. They also become knowledgeable of the impact and importance of the arts socially, historically and multi-culturally. The CACS art staff is active and accomplished artists in their respective fields.

Each Spring the arts staff organize events to showcase the arts program through performance and visual art galleries that feature song, music, dance, theater and visual arts. Additionally, the school often stages several smaller performances and shows throughout the year. While students do perform, the focus is on arts as a vehicle for inspiring creativity rather than the performing arts.

## **School Management and Operational Structure**

Our educational vision of a community of families, teachers and students is mirrored by our collaborative administrative style. The school director and administrative team carry out day-to-day operations. The director and/or a designee act as the liaison between SFUSD and the school. Policies are approved by our Board of Directors. All members of the public are welcome to attend Board meetings, except for closed sessions, and to comment on agenda items.

The director and other staff provide regular reports to the Board. Staff meetings allow a place and time for all staff members to be involved in decision-making. Every Tuesday is an early release day which provides additional professional development and staff meeting time for the CACS faculty.

The Board of Directors is responsible for school policy-making and the director is responsible for making decisions and implementing programs consistent with school policy. However, the Board does not operate in a vacuum. Committees provide the information necessary for decision-making at the school. Parents/guardians and staff/faculty working on committees are essential at every level of governance and planning. Committees may include hiring, finance, development and diversity.

CACS is a community working together. Teachers develop curriculum that brings the educational vision to fruition. Our administrative team conducts the daily operations of the school's non-profit corporation. CACS students accept the challenges to self-initiative that our kind of program provides and they flourish. And every day, family and community members work at a thousand and one important tasks for the school.

## **Faculty and Staff**

Contact information for CACS faculty and staff may be found on the CACS website.

## **Volunteering / Family Association**

Family participation is vital to sustaining our school's rich and diverse programs and has always been a part of our school's culture. Not only is family involvement beneficial for our kids and our community but it is also a crucial part of the school's daily operations. Your volunteer efforts are critical to sustaining the high-quality education CACS students receive. By signing the family agreement upon enrollment, families agree to complete a minimum of 40 volunteer hours each school year. Any family member may contribute to fulfilling the 40-hour commitment, including parents, guardians, students, or other family members.

As part of the CACS community, families are expected to:

- Contribute a minimum of 40 volunteer hours per year;
- Attend meetings, celebrations and events;
- Contribute toward classroom snacks; and
- Support all fundraisers.

## **Why Do We Need Families to Fulfill Their Volunteer Commitment?**

CACS is a publicly funded charter school. As such, families do not pay tuition to attend. The school instead receives funding from the State as well as from private donations and grants. Grant-makers and donors often assess the level of family-participation at a school (along with other indicators of school support) when determining whether to make a donation and determining the size of their commitment. In addition to increasing funding opportunities and completing many vital jobs, volunteering helps your child succeed. Studies have shown that families who are engaged in the life of their children's schools are constructive partners, proactive problem-solvers, mentors and advocates. This results in increased student achievement and improved student attitudes.

## **State/Federal Support for Family Participation at School**

- California's Family-School Partnership Act (Labor Code Section 230.8) requires employers of 25 or more employees to allow parents/guardians up to 40 hours per year (up to eight hours in any calendar month) to volunteer at their children's school.
- Some companies will make a donation to organizations for which their employees volunteer. Check with your employer to see if your organization has such a program in place. Some companies will also match your donation to the School's Annual Fund, effectively doubling the size of your contribution.
- CACS participates in Project 20, a program which allows volunteers to "work off" certain parking or traffic tickets in San Francisco. For more information on Project 20, check out this link: <http://sfpretrial.com/project20/>. You can also contact the San Francisco Pretrial Diversion Project at (415) 626-4995, ext. 2.

## **Signing Up To Volunteer**

CACS broadcasts volunteer opportunities several ways, including email, on Schoology and on notices posted outside the Front Office. A list and description of the numerous ways to get involved may also be found in **Appendix I: Volunteer Opportunities at CACS**. The Family Association, or the specific project coordinator, will provide job descriptions and other necessary details about school-wide volunteer opportunities that arise throughout

the year. Teachers and/or Class Reps will provide information about volunteer opportunities available in your classroom.

There are several way you can sign up for an open volunteer job including online or by email, by phone or in person, or by signing up on a posted sign-up sheet, if available. In addition you can always contact the volunteer coordinator responsible for the posting or Melissa Bowen, Family Association Co-Chair, at [melissa@tigerbunny.com](mailto:melissa@tigerbunny.com).

## **Family Association (FA)**

The FA seeks to build an inclusive community at CACS and to enhance and support the educational experience at our school by facilitating family participation. In all of our activities, the FA acts in partnership with CACS administration and the Board of Directors and supports the school's overall mission and policies to achieve a larger sense of community. One of the FA Co-Chairs is also a Board Member to ensure open communication and cooperation.

Having a student at CACS automatically makes you a member of the FA. There are no dues to join and all parents/caregivers are invited to attend FA hosted events, such as coffee socials and community meetings. Details about the FA can be found in **Appendix II** as well as on the School's website.

## **How is CACS is Funded?**

The primary source of charter school revenue comes from a guaranteed General Purpose Block Grant. The General Purpose Block Grant consists of both local property tax and state aid revenue. Depending on the current position of the state budget and other revenue sources available to the school, this General Purpose Block Grant will account for approximately 63% of revenue. This block grant, along with most other state funding the school receives, is directly tied to student attendance (Average Daily Attendance).

Additionally, about 14% of revenue comes from various state "categorical" programs, some of which are automatically received without spending restrictions and other of which CACS applies for and complies with in order to receive. CACS will receive approximately 8% from local government funding. The remainder comes from fundraising, grants, and other in-house programs.

**Almost all funding is directly tied to student attendance.** Each day a student is absent, for any reason, the school loses a considerable amount of money. CACS usually operates at a 95% attendance rate. This rate is multiplied by a per student amount which gives us the amount of total funding received. If we increased attendance to 98%, the school's revenue would go up by approximately \$50,000.

## **Fundraising**

Fundraising is vital to maintaining the various programs Creative Arts Charter School (CACS) offers. To maintain the level of programming offered, we must raise over \$150,000. To do so, the school heavily relies on its families and friends to donate money and to participate in organizing and staffing our fundraising events. At the same time, we are building connections with the arts community, corporations and other partners to increase our base of support.

In addition to planned fundraisers, new events may be added as opportunities arise. We encourage unique and creative fundraising ideas.

## **Community Fundraising Responsibilities**

The **Board of Directors** and **School Administration** coordinates:

- **Grants & Gifts:** The Board and school administration are responsible for developing outside sources of funds. This may include grants and gifts (individual and corporate).
- **Annual Fund:** These individual cash donations support our educational programs and enable the school to maintain staffing levels and programming.
- **Auction:** Each spring the school organizes a silent and live auction which raises significant funds to support our programming. This fun, adult evening is organized by a Board committee but carried out by numerous volunteers to solicit donations and staff the event. Parents are encouraged to attend and extend the invitation to friends and colleagues.

The **Family Association**, along with individual classrooms, coordinates activities such as:

- **Fall Fair:** Annual fall event with games and food for all ages.

- **Everyday Fundraising Programs:** Easy, no-cost ways of generating funds for the school, such as grocery scrip programs. (See **Appendix III** for a full list and check the website for new opportunities that may be added in the future.)
- **School Photos:** Proceeds from individual and class photos.
- **Book Fairs:** Coordinate on campus book fairs that result in free books or funds for the school.

The **entire community** is responsible for making these fundraising efforts successful. You are responsible for volunteering at events, signing up for purchasing power programs, and spreading the word to the community about CACS and how they can support us.

## General School Information

### School Office Hours and Visitors

- Office hours are 8:00am to 4:00pm (Tuesdays 8:00am - 1:00pm).
- Visitors and volunteers must sign in with the Office. A badge is worn while on campus.
- Parents/guardians who are dropping off / picking up students do not sign in.

This policy protects children from unauthorized visitors, and avoids unnecessary classroom interruptions. Siblings and other minors not currently enrolled are welcome on campus, with prior approval from the teacher, and under the supervision of their parent/guardian.

School administration is authorized to refuse or revoke entrance to the campus if there is a reasonable basis for concluding that the outsider's presence or acts would disrupt any aspect of school operations.

### Telephone Usage (Including Cell Phones)

Students are not permitted to make or receive telephone calls, with the exception of an emergency situation or at the discretion of a teacher or school administrator.

Student cell phones must be turned off and turned in to their teacher during school hours. While we recognize many students carry cell phones, at school they are often the source of conflicts and problems. Unfortunately, cell phones and their text message and camera features have been used for cheating, threatening students, calling friends at other schools, arranging activities, harassment and other inappropriate uses. Additionally, several cell phones are lost or stolen each year.

To avoid these problems, if your child brings a cell phone to school, it must have their name on it, and be turned off and handed into the teacher in the morning. The teacher will store the cell phone in a lockbox until the end of the day, at which time the student may pick it up. Cell phones are not to be stored in the student's pocket or backpack during the school day. Cell phone use may be restricted during after school activities, at the discretion of the coach or teacher. **If the phone is not in the lockbox during school hours, it will be confiscated and a parent/guardian will be called to pick it up.** If this occurs more than twice during the year, the phone will not be returned until the end of the year. If parents/guardians and students need to communicate during school hours, phone calls are to go through the Office.

### Messages

Staff and teachers can be contacted via the private voicemail system or by email. You may leave a message for your child with the Front Office.

### Birthday Parties

Families may bring a special snack to acknowledge a child's birthday. Discuss birthday celebrations with your child's teacher. We request that you mail, rather than handout, invitations to parties unless all children in the class are invited.

### Lost and Found

Please mark your child's clothing, backpack, cell phone and lunch box with his or her name. This reduces the quantity of lost items. A Lost and Found area is located just inside West entrance from the yard.. Valuable items from lost and found are kept in the Office. Unclaimed items without names are donated at the end of each month.

### Books

Books/textbooks are supplied by the school at no cost to the students, on a loaner basis. Parents/ guardians will be billed for the replacement cost of damaged or lost materials. If materials are not returned, or paid for, grades may be withheld.

## **Toys and Other Personal Items**

Please do not allow your child to bring these toys, trading cards, electronic or sports equipment, money and other items from home to school when they are not part of the planned school activities or without prior teacher approval. Such items are often lost, damaged or cause other problems, and are subject to confiscation.

Toy and real weapons are illegal on school property and can be grounds for disciplinary action, including suspension and reporting to local law enforcement agencies.

Skateboards, scooters, bikes, and skates may not be ridden on campus. Students are asked to store these items in the designated place in the classroom.

Handheld electronics (MP3 players, Gameboys, etc.) may not be used during school hours. We prefer that these items stay home. If they are brought to school, they must be turned off and remain in the student's backpack the entire day. **If they are used during the school day, the staff will take them and contact a parent/guardian to pick up the item.**

## **Getting Your Child To and From School**

CACS is located between Turk Street and Golden Gate Avenue between Pierce and Scott Streets, in a residential neighborhood near Alamo Square. The school entrances are located on the north side of Golden Gate Avenue and on the west side of Pierce Street. Each entrance has a locked gate, which is equipped with a security system. You may access the school by ringing the Front Office. Please help us maintain security by closing gates behind you.

### **Passenger Drop-off/Loading Zones**

There are two passenger-loading zones. One is located on Turk Street between Pierce and Scott and the other is on Pierce Street. You may pull up in these zones to drop off or pick up students. Please note that the Turk Street entrance will be locked after 8:30 a.m. and students should enter through the Pierce Street location after this time. You must stay with your car during drop-off/pick-up; if you must leave your car to walk your child into the school please find parking elsewhere in the neighborhood.

Please do not drop off/pick up students in a way that requires them to have to cross the street. Please model safe practices and remind your child to exercise caution they as they walk to school or exit the car or bus. Always use the sidewalks and cross the street at the crosswalks once traffic has stopped; do not jaywalk or play between cars.

As part of our good-neighbor policy we kindly request that your not block driveways or crosswalks or double-park your car. Do not pull into, park or block Elm Street, the alleyway leading to the school's entrance.

### **Public Transportation/Carpools**

The school may be accessed via the following MUNI bus lines:

- 31 Balboa – bus stop at Eddy @ Pierce
- 5 Fulton – bus stop Pierce @ McAllister,
- 22 Fillmore – bus stop at Fillmore @ McAllister
- 24 Divisadero – bus stop Divisadero @ McAllister

For more information regarding public transportation to/from CACS please call MUNI at (415) 673-6864 or go to 511.org for more information. Unfortunately, CACS cannot provide bus fare. School bus transportation is not offered. If your child takes a taxi or rides a transport bus, please advise the Front Office.

Many families arrange to carpool. Connect with families in your child's classroom to see about others who live in your area.

### **Morning Drop-off Procedures**

- Students may arrive at the school no earlier than 8:00am.
- The Yard will be supervised beginning at 8:00am
- Students are allowed to enter the buildings at 8:20am
- Classes begin promptly at 8:30am

Please ensure that your child has arrived and is their classroom ready to begin the day when class starts.

Kindergarten families should park in the neighborhood and walk students into the building. First to eighth grade families may drop off students in the passenger loading zones on Turk or Pierce Streets.

## **Afternoon Dismissal and Pick-up Procedures**

- Kindergarten is dismissed at 2:15pm. Kindergarten families should park in the neighborhood and pick up students inside the building outside the classroom.
- All other grades are dismissed at 3:15pm. First to eighth grade families may pick up students at the Pierce Street Gate or in the designated drop off areas.
- Every Tuesday, all classes are dismissed at 1:05pm to allow for additional staff planning time.

Students must be picked up within 15 minutes of dismissal. If you are running late, please call the Front Office *before* school ends. If you will be more than 15 minutes late, you can request drop-in childcare through the After-school Program.

Students who are signed up for a after school activity, such as sports or study hall, may stay at school while attending these programs. Students must be picked up or leave campus within 15 minutes of the program's end time.

During school hours, please do not interrupt classes unless you are volunteering and participating in the activity. Visitors and volunteers are expected to sign in and wear a badge while visiting or participating in classroom activities. Classes are in session until dismissal time. Please wait outside your child's classroom for dismissal.

## **Good Neighbor Policy**

CACS is located in a residential area. We expect our community to respect the privacy and property of our neighbors. Students are not allowed at anytime to deface, litter, make excessive noise near, or loiter in front of, or on, our neighbors' property. As the school values good relationships with its neighbors, students who violate this policy will face stern consequences, up to and including suspension.

## **Student Early Release**

Students must present a signed note from a parent/guardian to leave early. The note should contain the parent/guardian's name and phone number and the reason student is leaving campus. Students may not leave school for any reason without checking out at the Front Office. All Kindergarten through fourth grade students leaving early must be signed out in the office by a parent/guardian or person listed on the emergency card. Students in fifth through eighth grades may leave campus unaccompanied if a note has been received from the parent/guardian. Unaccompanied students will receive a permit to leave from the office.

## **After School Programs**

We operate a fee-based, on-site after school program for students in Kindergarten through fifth grades. This is a safe, caring and creative environment with daily activities, including arts and crafts, movement, games, outdoor play, homework time, snack time and more. We have a professional and experienced staff that understands children flourish when they are nurtured and respected. The program runs from class dismissal until 6:00pm each school day. Advance registration is required Financial Aid is offered to qualifying families and various subsidy programs are available such as Children's Council and PACE. Call the after school program at (415) 749-2719 for further information.

## **Drop-in Care**

Drop-in requests must be called in to the after school program before dismissal on the day of request. All student must be pre-registered with the after school program in order to use this service. Calls will be returned to confirm availability, which is not guaranteed. Drop-in fees are due upon pick-up or you may sign up for pre-paid drop-in fees. Students with outstanding fees will not be eligible for the drop-in program. A current fee schedule is available in the After School classroom.

## **On-Campus Tutorial**

Sixth through eighth grade students will have tutorial a few days each week. Tutorial is an opportunity for students to receive additional academic support and begin their daily homework. Students are expected to arrive promptly, and work steadily.

## **Sports Teams**

Fifth through eighth grade students in "Good Standing" are eligible to participate in sports. Please see below for more information on the school's "Good Standing" policy.

We generally offer co-ed volleyball, track, basketball, futsal, and softball. Teams compete in the Independent Schools League. Information will be made available as each season begins.

On practice or game days, students may not be on campus unsupervised. They must either be in Study Hall, the After School Program, off campus at a location agreed to by student's parent/guardian, or under the supervision of an adult prior to and after the practice or game. Leaving campus prior to practice or a game without parent/guardian's permission will preclude a student from participating in that day's event. Students are responsible for being on time to all practices and games.

Students required to serve detention will do so on the day assigned, even if it means missing or being late to a practice or game. Students are to leave campus immediately following practice or games.

## **Attendance**

**Reporting Your Child's Absence:** Please call (415) 749-3509, and press option 3 (24-hour voicemail)

To report your child absent, please call the attendance voicemail above or complete the Student Absence Log located in the Front Office. You must report your name, relationship to your child, the name and grade of your child, the reason for the absence and each day your child will miss school.

The following absences are allowed by law (Cal. Ed. Code § 46010, 48205):

- Illness – if the child is contagious, has a temperature above 100°F, exhibits symptoms of vomiting or diarrhea, or written orders from a doctor to stay at home.
- Medical/dental or counseling appointments
- To attend a funeral
- Personal reasons including court appearances, religious observance, special circumstances requests in advance and approved by the Director

Please report your child's absence by 9:00am the day-of or within 72 hours of occurrence. If we do not hear from you, the absence will be recorded as "unexcused." In addition, "unexcused" absences include going out of town, holidays/vacations, family emergencies, or any circumstance not listed above, even if the parent/guardian notices the school. Please see below for more information regarding excessive unexcused absences and the school's truancy policy.

### **Reporting Your Child Late to School (School Tardy Policy)**

Classes begin promptly at 8:30am. If your child arrives after 8:30am, please ensure that he or she reports to the CACS Front Office with his/her parent (or car pool driver) to receive a late/tardy slip.

Fourth to eighth grade students who are habitually late to school and/or class may be assigned detention. Detention may be warranted in the following circumstances:

The student is late to class three times without a note from the parent or pass documenting parent's phone call providing a valid excuse: 1/2-hour detention on first occurrence, 1-hour detention on additional occurrences.

The student cuts class (misses class without valid excuse): mandatory parent conference and detention and/or community service.

Habitual lateness and/or cutting class may lead to suspension and/or a discipline hearing with SFUSD Pupil Services.

### **Activities Participation Policy**

If a student is absent from school he/she cannot participate in after school activities on that day, including sports, rehearsals, after school program, etc.

### **Extended Absences**

Students too ill to attend school for more than three (3) days are required to bring verification of illness from a medical professional upon return to school in order to excuse the absence. Without this verification, the days missed will be considered "unexcused."

If the student has a diagnosed chronic illness, you may receive a physician's authorization to excuse future absences for your child. The excuse must have the treating physician's verification of the diagnosis and symptoms that would not necessitate an office visit but require the student to remain home from school. With this authorization, the parent may send a note when the child returns to school listing one or more of the symptoms the physician has identified. These absences will be considered excused.

If there is a pattern of intermittent absences and/or tardies that are reported as illness-related, the school may require a doctor's note to excuse further absences/tardies. If this occurs, we will contact you.

### **Truancy Policy**

Children are required by law to attend school full-time, unless exempted, and parents/guardians are legally obligated to ensure their child's regular and timely attendance. The school must report the attendance of each student at CACS. Truancy information becomes part of your child's permanent record. The following outlines the school's truancy policy:

- Three unexcused absences and/or tardies - Student is considered truant according to state law. A first letter of truancy will be sent home .
- Four and five unexcused absences and/or tardies – A letter of truancy will be sent home after each occurrence.
- Six unexcused absences and/or tardies – Student is considered habitually truant and a conference with school administration will be required.

When a child is excessively absent, the school will arrange to meet with you and may make a referral to SFUSD's Dropout Prevention Office or the SFPD Resource Officer. Excessive absences and/or tardies may affect your child's continued enrollment at CACS.

### **Missed School Work Policy**

Students are expected to make up missed work within a reasonable amount of time upon returning from an excused absence. It is the responsibility of the student (grades 4-8) and/or the parent/guardian (grades K-3) to request missed work from the teacher upon returning to school. Students will not receive credit for work missed from an unexcused absence.

### **Independent Study**

For pre-planned absences, please follow these steps to arrange Independent Study:

1. Contact the Front Office five (5) school days in advance to complete an Independent Study Request Form. A packet will be created for you and your child, with assignments and materials provided by the classroom teacher.
2. The parent/guardian, student, teacher and administrator sign the Independent Study Contract prior to the start date.
3. Each day a student is on Independent Study, the parent/guardian supervises the student's work and fills in and initials the Assignment Log.
4. All completed assignments, along with the signed contract and Assignment Log, must be turned in to the Front Office by the due date.
5. Work turned in with all forms completed will be credited to the student's attendance totals in whole day increments.

*Note:* If Independent Study assignments are requested, but not completed, school administration may deny requests for future Independent Study assignments.

## **Student Health**

Your child's health is important to us. Be sure your child's emergency card information is current so we can offer your child the best care in the event of an illness or injury. All students are required to submit documentation of their most recent physical exam and current immunizations when they begin school. Students must be current on their immunizations *before* they attend school. See the Office for further information or to request a waiver form for these requirements.

### **Medical Conditions**

Please inform the Front Office and your child's teacher of any medical condition that may impact your child at school. If your child has a chronic condition such as allergies, asthma, migraines, ADHD, seizures, or diabetes, please make sure this information is noted on the emergency card. List the medications your child takes regularly at home or school, and any warning signs or emergency procedures.

If your child needs to be restricted from any activities, please provide the Front Office with a note from you or your child's physician describing the situation, restrictions and expected duration.

### **Medications**

If your child needs medication at school, please complete the necessary authorization forms in consultation with your child's medical practitioner so that school staff may administer the required medication. These forms are available in the Front Office. State law requires these forms be updated annually. We want to support your child in managing these conditions safely.

Medication must be stored in the Front Office or kept by the teacher when off-campus, unless the student has the proper permission on file to carry his/her own medication. All medication is to be administered under the supervision of a staff member.

Medication must be in a clearly marked container from a pharmacy with the physician's instructions. It must include the child's name, dosage, day and time to be given, a measuring spoon or cup, and any special instructions, including side effects and storage needs. The law prohibits us from giving any improperly marked medicine, or over-the-counter medications, unless a parent/guardian provides the proper paperwork and the medicine. Medications will not be released to a child and must be picked up from the Front Office by a parent/guardian.

### **Illness**

Children may not attend school when they are exhibiting contagious symptoms such as fever, thick nasal discharge, vomiting, diarrhea, or heavy coughing, or have a communicable condition such as chicken pox. If a child becomes ill while at school, we will attempt to contact his/her parents/guardians, then the emergency contacts listed on the emergency card. In cases where there is suspected severe illness, we may also call 911. Children must be picked up within an hour.

### **Head Lice**

School is a no lice zone. If an infestation is discovered, a parent will be called to pick up the student at the end of the school day to undergo home treatment. Information about head lice is available in the Front Office. Students undergoing home treatment will have a head check upon returning to school.

### **Injuries**

First Aid will be administered for minor injuries. In cases where there is a suspected severe injury, we may call 911 for emergency assistance along with the emergency numbers on the emergency card.

### **Bathroom Usage**

Students may use the bathrooms during recess and lunchtime, and as permitted by teachers during class time. Middle school students (6<sup>th</sup>–8<sup>th</sup> Grades) may only use the restroom during passing time or lunch recess, unless they have a hall pass. Students are not allowed to play in or around the bathrooms. Please advise your child it is his/her responsibility to use the bathroom in an appropriate manner, leaving it clean for those who follow.

### **Reporting Suspected Child Abuse**

The California Penal Code requires all "child care custodians" (including any school staff member or coach) to report known or suspected incidents of child abuse. In this event, staff will maintain strict confidentiality. As required, any report of suspected abuse will be promptly reported to a child protective services or local law enforcement agencies.

### **School Breakfast/Lunch Program**

Breakfast is served from 8:00am to 8:20am. Lunch is served according to the lunch/recess schedule, which varies by day and grade. Students are provided 20-25 minutes for lunch and 20-25 minutes for lunch recess.

CACS students have the option of bringing a packed lunch or buying school lunch. School lunches are provided through the SFUSD's vendor "Revolution Foods." Students receive and eat their lunch in the cafeteria, located on the ground floor of the Annex Building. A printed monthly menu is distributed to the classrooms each month and is available on the SFUSD website. Daily choices include a hot or cold entrée, 2-3 side items and 1/2 pint of milk. Special dietary requests, such as vegetarian, non-dairy, etc. can be accommodated, but require a written note from a physician. The school has a closed campus. Students may not leave campus to purchase lunch.

CACS participates in the Federal School Lunch Program, which provides free or reduced lunch to qualifying students. We request all families complete a meal application at the beginning of the school year to determine eligibility for a free or reduced lunch, even if your child never eats school lunch. The school-wide percentage of qualifying students is a statistic we must provide when applying for grants and other funding.) Please return this form to the Front Office or fill it out online at <https://schoolmealapp.sfusd.edu>, so we know your child's eligibility status.

### **Field Trips**

Classes go on frequent field trips to enhance the classroom learning experience. Parents/guardians are asked to sign a Family Agreement as part of admission to CACS that includes general field trip permission. Notice is given at least one day before field trips; field trips are also posted on our online calendar. Let your child's teacher know in advance if your child will not be able to participate.

Parents/guardians are encouraged to chaperone on field trips. Parents/guardians who chaperone and/or provide transportation are required sign an *Authorized Chaperone/Field Trip Driver Agreement* and meet the following requirements:

- Provide the Front Office with a current driver's license
- Provide the Front Office with auto insurance declarations showing at least \$100k/\$300k bodily injury liability coverage, along with a visual inspection of the vehicle for absences of safety hazards.
- Working seat belts are required and must be used for each passenger.
- Child safety seat laws require children to ride in an age- and weight-appropriate child safety seat until they are either 6 years old or weigh at least 60 pounds. Please make arrangement to ensure that your child has his/her safety seat if needed. Children not meeting the age or size requirements may not be placed in seats with an air bag.
- Seat belt laws require all passengers not in safety seats to use seat belts properly.

## **Student Records**

### **Family Educational Rights and Privacy Act (FERPA)**

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. FERPA gives parents/guardians certain rights with respect to their children's education records.

- Parents/guardians have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records.
- Parents/guardians have the right to request that a school correct records they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.
- Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):
  - School officials with legitimate educational interest;
  - Other schools to which a student is transferring;
  - Specified officials for audit or evaluation purposes;
  - Appropriate parties in connection with financial aid to a student;
  - Organizations conducting certain studies for or on behalf of the school;
  - Accrediting organizations;
  - To comply with a judicial order or lawfully issued subpoena;
  - Appropriate officials in cases of health and safety emergencies; and
  - State and local authorities, within a juvenile justice system, pursuant to specific State law.

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents/guardians and eligible students about directory information and allow parents/guardians a reasonable amount of time to request that the school not disclose directory information about them.

### **Transcript Requests**

To request transcripts, please complete the Parent/Guardian Request for Student Records form at least five (5) school days in advance. This form is available in the Front Office. For high school applications, information and deadlines for transcript and letters of recommendation will be sent out in the beginning of the students eighth grade year.

## **Student Placement**

Student placement in specific classrooms is the decision of school administration upon teacher recommendation. Decisions are based upon the goal of achieving balance of abilities, behavior, maturity, gender, ethnicity and other factors. It is not possible to grant requests for specific teachers. Class lists and teacher grade/class assignments will be provided in early August, just prior to the start of school.

## **Student Assessment**

Report cards are sent out twice a year and progress reports (as needed) are sent out for mid-semester followed by Family/School conferences in the Fall and Spring. To track student progress, teachers use a performance assessment tool called the *Work Sampling System*. Its purpose is to document and address children's skills, knowledge, behavior and progress across a wide variety of curriculum areas on multiple occasions. These curriculum areas include personal and social development, language and literacy, mathematical thinking, social studies, the arts and physical development. Along with tracking progress with this system throughout the course of a year, teachers describe in narrative form what they have assessed of each child. At the middle school level (grades 6-8), students are assigned letter grades.

Student portfolios are also kept as documentation of student progress and growth in various areas. Portfolios will be reviewed with families during conferences.

Charter schools are required by the State to administer several standardized tests including the STAR test, a test all California public schools participate in grades 2-11. This test is usually administered in the spring and results are sent to students' homes in late summer.

## **Family-School Conferences**

Family/School conferences take place during conference weeks in the Fall and Spring. Classes are dismissed at 1:05PM every day. Participation in family/school conferences is required. Sign-ups for conferences are offered two weeks ahead of time. We will make every effort to accommodate your schedule.

## **Informal Family-Teacher Meetings**

Families are encouraged to communicate throughout the school year with their child's teachers. Please arrange appointments through the teacher's private voicemail or leave a note in the Office.

## **Homework**

Homework is assigned at the discretion of your child's teachers. CACS believes learning is a partnership between all of those involved. We encourage families to support their child's learning by reading to their child or listening to him or her read, playing card and board games together, and by joining in when homework calls for adult input. Children need a quiet and supportive atmosphere for the completion of homework.

## **Arts Electives: Middle School**

Arts Electives are a privilege. Students who are not in "Good Standing" (see below) may be assigned to study hall during elective time as a remedy to improve their grades, and community service to improve their behavior and citizenship.

## **Middle School Academic Expectations / "Good Standing" Policy**

Middle School students are given many opportunities to be successful and in good standing academically.

"Good Standing" is defined as maintaining a "C" average, or for Fifth Grade the equivalent of a "C" average as determined by the teacher. Also, students must maintain appropriate social behavior, not be in violation of school rules or have current truancy issues. In addition, any student earning below a "C" in two or more subjects on their progress report will not be allowed to participate in sports teams or other extra-curricular activities, or arts electives until their grades improve.

Good standing is defined as earning grades above 60% in all subject areas. Students with semester grades below 60% may be placed on academic probation the following semester, which requires a family/school conference with the student's advisor, the school counselor, and the Director, during which time a plan will be created to assist the student in making progress towards good standing. Students who do not fulfill the obligations of academic probation will not be able to participate in extra-curricular activities, and may lose their enrollment status the following school year.

## **Family/School Communications**

### **Schoology**

Schoology serves as the internal communication portal for CACS. School news, classroom news, calendar dates are posted and archived here. A User Guide for the Dragon's Lair can be found as an addendum to this Handbook. CACS email groups are not to be used as a forum for private, confidential or sensitive matters. Please refer to the Conflict Resolution Policy for information on how to address these issues.

## **School Roster**

To facilitate internal community communication, CACS may distribute a school and/or class roster with information about students and parents/guardians that includes: students' names, grade level, parents'/guardians' names, addresses, phone numbers (home and work), and e-mail addresses. Families will be provided a form in advance for ways to opt-out of this information. In order to respect the privacy of individuals within our community, please do not share school roster information with others.

## **CACS Code of Ethical Conduct**

Creative Arts Charter School recognizes many of the daily decisions required of those who work with children and young adults are of a moral and ethical nature. Our Code of Ethical Conduct offers guidelines for responsible behavior and sets forth a common basis for resolving the principal ethical dilemmas and behavioral challenges encountered at school. The primary focus is on the daily practice with students and their families, and setting and maintaining the moral/ethical code of conduct appropriate for CACS.

The provisions apply to students, parents/guardians, and employees. While the provisions of the Code of Ethical Conduct do not specifically mention adults, all community members, including parents/guardians and staff members, are expected to follow the behavioral guidelines as outlined under "Expectations for Student Behavior". Please refer to the school's Conflict Resolution Policy below for the general protocol for addressing issues or concerns, should the need arise.

CACS recognizes children are best understood and supported in the context of family, culture, community and society. The goal of CACS is to help children and adults achieve their full potential in the context of relationships that are based on trust, respect and positive regard.

### **Discrimination**

We believe our behavior must reflect our sense of values. We will not tolerate behavior that may be construed as racial, gender identification, sexual, ethnic, or religious harassment – whether practiced by an employee, parent/guardian, student, or other community member. We consider such behavior misconduct and will take appropriate action.

### **Anti-Hate Language and Speech Policy**

CACS acknowledges hate speech and slurs are offensive, hurtful and oppressive. Community members, including students, should treat all persons equally and respectfully and should refrain from the willful or negligent use of derogatory language. Hate language and slurs or any actions or language that attempts to cause emotional suffering, personal humiliation, or is an attack on a person's self-esteem, which appear to be motivated by prejudice based on race, religion, ethnicity, national origin, disability, gender, sexual orientation or gender identity. Sexual orientation and gender identity are defined under AB 537 as "a person's actual or perceived sex and includes a person's perceived identity, appearance, or behavior, whether or not that identity, appearance or behavior is different from that traditionally associated with a person's sex at birth." Any student that engages in hate speech or language, either verbally, electronically (including email and internet), or in writing, shall be subject to school disciplinary measures, including possible suspension or expulsion.

### **Peaceful School/Anti-Bullying Policy**

Creative Arts Charter School is committed to making our community a place where all children feel welcomed, safe, included, and appreciated for their unique attributes. We envision a school where strong character matters, resulting in every student choosing behaviors out of commitment to their own growth and development, and their desire to have a constructive impact on our community.

Below is school's updated Anti-Bullying Policy. This policy defines types of bullying behaviors and the discipline procedures that will be strictly enforced for exhibiting any of the described behaviors. With teacher, students, and parents working collaboratively and a school wide focus on kindness, tolerance, and compassion, we believe we can bring awareness to all students about the importance of positive community building and proactively combat bullying behaviors at CACS.

We strive to empower all community member and both students and parents should inform any member of the school staff if they are involved in, or privy to, an on-going conflict involving bullying, If a student is a target of bullying behaviors, they should:

- 1) Ignore and walk away
- 2) Speak up and ask for help
- 3) Tell an adult at school and/or at home

If a student witnesses bullying behaviors at school (bystander), they should:

- 1) Don't laugh or encourage bullying
- 2) Ask the student who is being bullied, if they are okay and help them walk away. Ask them to play with you.
- 3) Tell an adult at school and/or at home.

Bullying is any of the following behaviors that occur repeatedly over time:

- Physical bullying:
  - Hitting, kicking or pushing someone... or even threatening to do it
  - Stealing, hiding or ruining someone's things
  - Making someone do things he or she does not want to do
- Verbal bullying:
  - Name calling, insulting
  - Teasing
  - Put downs and mean jokes
- Relationship bullying:
  - Refusing to talk to someone
  - Spreading lies or rumors about someone
  - Making someone do things he or she does not want to do
  - Leaving kids out, or not letting someone play
  - Telling other people not to play with someone or not to be their friend
- Cyber-Bullying:
  - Sending mean or unwanted phone messages, text messages, pictures, videos, or emails

Spreading rumors or gossip on the phone, in chat rooms, on social networking sites, or anywhere on the internet

If a student at Creative Arts Charter School is found using any of the bullying behaviors:

- **First time:** Student is removed from the situation and discusses the incident with the [TITLE?] Counselor and/or the Assistant Director. A formal verbal and/or written apology to the child(ren) will be given. Conflict mediation between students and/or a counseling session on site will occur, if needed. Parents will be notified and incident will be logged in student's discipline record.
- **Second time:** The school will immediately contact the student's parents. Student will be benched at recess and/or given an in-house suspension, unable to participate in classroom activities. Formal verbal and/or written apology will be given to the child(ren). Conflict mediation/counseling session on site will occur, if needed. Incident is logged.
- **Third time:** Immediate call home and a one-day at-home suspension will occur. Student will not be allowed to participate in classroom or recess activities (if relevant). Conflict mediation/counseling session on site will occur, if needed. Parents are provided referrals for an anger management or counseling program for additional support. Incident is logged.
- **SEVERE: Parents, student, teacher, counselor and director/s will attend a mandatory conference to discuss** the previous behavioral concerns, as well as make an arrangement for moving forward. Additional out of school suspensions, loss of privileges or a safety transfer to another school may occur.

## Conflict Resolution Policy

There may be a time when you have concerns about your child's education, classroom, school policy, or a teacher's methods. Please review the steps in the following Conflict Resolution Outline to address your concerns. This outline was developed to protect parents/guardians, teachers, and primarily children when conflicts occur. Your respectful adherence to these steps is necessary to maintaining a positive learning environment for the children and a safe workplace for teachers.

1. Make an appointment with the teacher or the person whose area of responsibility the issue involves, or the person directly involved in the issue.
2. If the meeting does not resolve the issue, make an appointment with the director. When appropriate, the director may request the teacher, staff member, or other party to take part in the meeting.
3. If after a reasonable amount of time, the issue has not been adequately addressed, you may submit a statement in writing to the Board of Directors and the director. The person with whom the complaint is made against

will be given a copy of this written statement. The director and the president of the Board of Directors will work with all parties to resolve the issue.

4. If the issue or complaint is against the director, first bring the issue to the director's attention. If after a reasonable amount of time, the issue is not resolved, you may file a written complaint with the Board of Directors for resolution.

5. If the issue involves a school policy, first bring the matter to the attention of the director. If the director is unable to resolve the matter, you may appeal to the Board of Directors by either submitting a written statement, or attending a Board meeting.

We hope by using these steps, we can facilitate healthy communications and resolve conflicts in a manner respectful to all those concerned.

### **Expectations for Student Behavior**

- Students will fully participate and put forth their best effort in all academic, arts and school programs.
- Students will maintain an environment of mutual respect for each other, their school's staff, themselves, school and individual property.
- Students will stay in designated spaces at all times.
- Students will respond quickly and respectfully to staff direction.

### **What Students Can Expect**

- Students have the right to know "why"—at the appropriate time. It is the school's belief that clear explanations set the right tone for a positive educational experience.
- Students should expect to know, as soon as possible, why they are being counseled or disciplined.
- Students should expect the opportunity to regain a position of "good standing" following a violation of school rules.
- We "teachers, administrative staff, and parents/guardians" shall not harm children. We shall not participate in practices that are disrespectful, degrading, dangerous, or exploitative, intimidating, emotionally damaging or physically harmful to students.
- For every struggling student, we shall implement adaptations in teaching strategies, learning environment, and curricula, consult with family, and seek recommendations from appropriate specialists to maximize the potential of the student to benefit from the program. If, after these efforts have been made to work with a child and family, the child does not appear to be benefiting from a program, or the child is seriously jeopardizing the ability of other children to benefit from the program, we shall communicate with the family and appropriate specialists to determine the child's current needs, identify the setting and services most suited to meeting these needs, and assist the family in placing the child in an appropriate setting.
- We shall be familiar with the symptoms of child abuse, including physical, sexual, verbal, and emotional abuse and neglect. We shall know and follow State laws and community procedures that protect children against abuse and neglect.
- When we become aware of a practice or situation that endangers the health or safety of students, but has not been previously known to do so, we have an ethical and legal responsibility to inform those who can remedy the situation and who can protect children from similar danger.

### **Grounds and Jurisdiction for Disciplinary Action**

**CACS is a school of choice.** The goal of disciplinary policy is to maintain a safe learning environment for all students and provide clear, but flexible guidelines for school personnel to redirect students who demonstrate difficulty adhering to the established school rules. School staff are required to respond to student behavior related to

- Respect of self and others
- Respect of property
- Inhibiting the learning process
- School safety

Any student who engages in the following behaviors will be subject to disciplinary action up to, and including, expulsion:

- Disrupting school activities or otherwise willfully defies the valid authority of teachers, administrators, school officials, or other school personnel engaged in the performance of their duties. This includes repeated

violations of minor school rules or contractual agreement between the student and Creative Arts Charter School.

- Violating the school Dress Code .
- Using cell phone (cell phone camera) or music listening device during school hours.
- Possessing or using permanent markers (i.e. Sharpies), unless under direct supervision of staff.
- Behaving dangerously in the building, hallways, cafeteria or playground.
- Littering or failing to bus ones' garbage in the cafeteria.
- Bullying, name calling, causes, attempts to cause, or threatens to cause emotional or physical injury to another person.
- Lying; failing to tell the truth to school staff.
- Cheating, copying or plagiarizing material.
- Skipping, cutting or intentionally being late to class, or leaving campus without permission.
- Willfully using force or violence upon another person, except for self-defense.
- Possessing, selling or furnishing any firearm, weapon, knife, explosive or other dangerous objects.
- Possessing an imitation firearm or weapon. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that replica is a firearm.
- Possessing, using, selling, or otherwise furnishing, or being under the influence of any controlled substance (including paraphernalia, alcoholic beverage, tobacco or any intoxicant.
- Causing, attempting to cause or threatening to cause damage to school property or private property, including defacing school property with graffiti.
- Committing or attempting to commit robbery or extortion.
- Stealing, or attempting to steal, school property or private property; receiving stolen property.
- Committing an obscene act or engages in habitual profanity or vulgarity (this includes intentional unsanitary bathroom behavior).
- Committing or attempting to commit a sexual assault or sexual battery.
- Committing sexual harassment of a staff member or another student.
- Causing, attempting to cause, threatening to cause, or participating in acts of violence.
- Intentionally engaging in harassment, threats, hazing or intimidation directed against a student, staff, or group of students and/or invading the rights of that student or group of students by creating an intimidating or hostile educational environment.
- Using e-mail, text messaging or the Internet to harass, haze, threaten, slur against, gossip or otherwise intimidate students or school community members, or to act defiantly toward school personnel. Internet use includes posting such items to web pages, blogs, or other Internet sites.
- Intimidating a witness in a school disciplinary proceeding or retaliating against a witness.

Students may receive consequences for any of the acts enumerated above, or any other act that is disruptive when that act is related to any school activity, or occurring within Creative Arts Charter School's attendance jurisdiction or within the jurisdiction of any other school district. A student may be suspended or expelled for certain acts when they are related to school activities or attendance that occurs at any time, including, but not limited to, any of the following:

- while on school grounds
- while going to or coming from school
- during the lunch period; and/or
- during, or while going to or coming from, a school-sponsored activity

## **Logical Consequences**

Consequences for inappropriate behavior should be tied to the child's behavior. For example, a student that disrupts a group activity will be asked to leave the group, or a child that plays with food in the cafeteria and creates a mess, will be expected to help clean the cafeteria.

Most consequences will fall into four areas:

- Making Reparations: Giving a child a chance to fix their mistake.
- Mishandling Responsibilities: Setting more limits for the child.
- Timeout: Temporary removal from group or class.
- Additional Interventions: Consequences for more serious offenses, defiance toward staff or repeated inappropriate behavior.

#### MINOR OFFENSES

1. Verbal warning.
2. Appropriate Classroom Consequence.
3. Timeout in classroom / Timeout in buddy classroom.
4. Benched at recess.
5. Phone call to parents/guardians.
6. Detention or Community service (i.e., cleaning cafeteria or playground).

#### MULTIPLE MINOR OFFENSES

1. Student/Counselor Conference
2. Phone call to parent/guardian and detention
3. Parent/Guardian conference with Counselor and/or Assistant Director
4. In-house suspension
5. Counseling/intervention
6. Behavior Contract signed
7. Off-site suspension
8. Parent/Guardian conference with Counselor and/or Assistant Director/Director to discuss student placement
9. Expulsion/Referral to SFUSD

MAJOR OFFENSES: Notify parents/guardians. Notify Authorities as required.

1. Student / Teacher conference / detention and/or community service.
2. Student / Counselor and/or Director conference/ detention and/or community service.
3. Parent/Guardian / Counselor and/or Director conference and one or more of the following:
  - a. Detention and/or community service.
  - b. Off-site suspension.
  - c. Counseling / intervention / behavior contract.
4. Multiple-day suspension.
5. Parent/Guardian / Counselor and/or Director conference regarding student placement.
6. Expulsion (as sited in the California State Education Code mandates) or Referral to SFUSD.

#### **Documentation by Teachers, Administrative Staff and Director**

All disciplinary actions will be documented in PowerSchool, and for major offenses, in the student's permanent file.

#### **Discipline Committee**

To address ongoing behavior issues and serious violations of the Code of conduct, a Discipline Committee headed by the Director and consisting of the School Counselor and/or the student's classroom teacher, exists to improve the decision making process in regards to student behaviors and interventions. The Discipline Committee will work to address major incidents involving a student on an individualized basis. The committee will convene to review the facts surrounding the incident(s), take and review witness statements, review the student's prior behavior, take into considerations any specials or legal circumstances and obligations, then decide on a consequence for the behavior. The committee will most often address habitual or problem behaviors, suspension, and expellable offenses. However, from time to time they will be asked to convene on other student issues as well.

#### **Detention**

As a staff we recognize the need to address student behavior on an individual basis and develop interventions accordingly. However, for certain repeat behaviors or violations of the Code of Ethical Conduct, a student may be assigned detention. Detention usually takes place in Study Hall on the day closest to the day of the violation at the school under the supervision of a staff member.

A teacher, the Director or Counselor can assign detention for 4<sup>th</sup>-8<sup>th</sup> Grade students for breach of the Code of Ethical Conduct.

- Detention will be for one hour of community service after school, which may include cleaning the school grounds and classrooms, assisting in the off, after school, from 3:15-4:15PM Monday, Wednesday or Thursday, unless otherwise determined by school staff.
- Parent/guardian will be notified by telephone that detention has been assigned.
- Detention is to be served the day it is assigned unless the parent/guardian informs the staff calling that carpooling or other related issues require detention to be served the following day.
- Students will serve a detention assignment rather than participate in any scheduled sports or after school activity.
- Student will be given a detention referral to be signed at the completion of detention. Referral will then be given back to the teacher.
- Skipping detention or disruptive or defiant behavior in detention will add an additional day of detention and may lead to additional consequences.
- 3 detentions may result in further disciplinary action, including in house suspension.

### **Mandatory Study Hall**

After school Study Hall may be assigned to fourth through eighth grade students who do not complete homework assignments upon the second offense if the student is receiving a grade below a “C” or “satisfactory” in that subject in a grading period. Upon the third missed homework assignment in a grading period, students will be assigned Study Hall regardless of their current grade. Study Hall will be served on the day the assignment was due. Parent will be contacted by phone and informed of the assigned Study Hall. Student will be given a Study Hall referral to be signed at the completion of Study Hall. Referral will then be given back to the teacher. Skipping Study Hall, or disruptive or defiant behavior in Study Hall will add an additional day of detention or other consequences.

### **Liability for Lost or Damaged School Property**

Students and parents/guardians are responsible for the return of school textbooks, library books, calculators and other items that are loaned to students during the school year. **Families are financially responsible for items that are not returned or are damaged.** Student records may be withheld from families until lost or damaged items are replaced or paid for by the family; records will not be withheld from other schools/districts. Further, a student’s parent/guardian shall be liable for all damages caused by the student whose willful misconduct results in injury to any student, school employee or volunteer, or who willfully damages in any way any real or personal school property or a school employee’s personal property.

### **Eighth Grade Graduation Ceremony**

A student may not be allowed to participate in the eighth grade graduation ceremony:

- If their social behavior, as documented, continuously disrupted the educational activities of the school and interventions to correct this behavior have been unsuccessful; and/or
- If a student is failing four (4) classes in the second and the final report period and the instructor(s) have documented that the student has put forth no effort in his/her studies. Implicit in this decision is the student is given ample opportunity to increase his/her grades to passing. If a student is in danger of failing, a progress report must be mailed home seven weeks prior to the final grade. During that seven-week period, the student must be given an opportunity to raise their grades to passing. CACS staff will monitor the student’s progress on a weekly basis to determine if they will become eligible to participate in the ceremony.

At no time would a student be denied participation in the ceremony if he/she put forth a sincere effort as documented, including the submission of a majority of homework assignments, but was unable to achieve passing grades because of ability.

A student, with his/her parent, will be able to appeal any decision regarding participation in the graduation ceremonies to the Director and to the Board of Directors. Such an appeal must be initiated at least two weeks prior to the actual ceremony.

### **Student Internet Use on Campus**

CACS provides access to the Internet for students. The use of the Internet is a privilege, not a right, and inappropriate use will result in the cancellation of those privileges and/or disciplinary actions by the school. A student’s use of the Internet must be in support of education and research, and consistent with the educational

objectives of CACS. In addition, the student accessing the Internet from a school site is responsible for all online activities that take place through the use of his or her account. **Students do not have the right of privacy when accessing the Internet through the School.**

The following actions are unacceptable uses of the Internet:

- Using impolite, abusive, or otherwise objectionable language in either public or private messages.
- Placing unlawful information on the Internet.
- Using the Internet illegally in ways that violate Federal, State or local laws or statutes.
- Using the Internet for non-school related activities.
- Accessing and using "chat rooms" or "newsgroups".
- Sending messages that are likely to result in the loss of the recipient's work or systems.
- Sending chain letters or pyramid schemes to lists of names or individuals, and any other type of use that would cause congestion of the Internet or otherwise interfere with the work of others.
- Changing any computer file that does not belong to the user.
- Sending or receiving copyrighted materials without permission.
- Knowingly giving one's password to others.
- Using another person's password.
- Using the Internet access for sending or retrieving pornographic materials, inappropriate text files, or files dangerous to the integrity of the network.
- Circumventing security measures on school or remote computers or networks.
- Attempting to gain access to another's resources, programs or data.
- Vandalizing, which is defined as any malicious attempt to harm or destroy data of another user on the Internet, and includes the uploading or creation of computer viruses.
- Falsifying one's identity to others while using the Internet.
- Divulging personal information on the Internet about a student, employee, or any other individual, including oneself.
- Providing information for mailing lists.
- Using personal disks or software on the computer without permission from the school library/media center and/or supervising teacher.
- Downloading large files or sending mass e-mails which would tie up the lines without permission of the school library/media center and/or supervising teacher.
- Using annoying or harassing behavior on the Internet such as using the talk or write functions, sending unwanted mail, or making sexist or racist remarks.
- Physically abusing the computer or the software, and failing to keep the computer area neat and clean.
- Failing to notify the school library/media center and/or supervising teacher of a potential leak in the security system on the District computers.
- Buying, selling or promoting any other commercial activity on the Internet.
- Failing to be properly trained before using the Internet.
- Failing to log-in properly before using the Internet.

## **Dress Code**

We ask that students wear clothing and shoes appropriate for the weather and for fully participating in school activities, such as dance, art and play yard games. In other words, make sure clothing is comfortable and please be aware we are a hands-on, project-based school and clothes may get dirty.

The purpose of the following CACS clothing guidelines is to promote a safe and respectful learning environment for oneself and others while still encouraging student creativity and self-expression. As CACS has grown into a full K-8<sup>th</sup>Grade program, issues of student safety related to clothing have become a frequent concern for community members. A dress code can help insure a focus on learning in the classroom, and the safety and security of students outside the classroom and school grounds.

The following applies only to grades 5-8 and will be strictly enforced:

- No logo wear that represents hate images, hate speech, contraband, gang or sexually explicit messages or references (i.e., sexually explicit language or graphics, alcohol, tobacco, illegal drugs or weapons.)
- No gang colors to be worn or displayed; **NO PREDOMINANTLY RED CLOTHING**. No bandanas (any color) to be worn dangling from pockets. Staff reserves the right to determine if a student is showing “colors”.
- No see-through or revealing dresses, shirts, blouses or tank tops (cropped, low-cut or oversized garments that expose undergarments). Sleeveless dresses, blouses or collared shirts are acceptable.
- No midriff or cropped shirts. Shirts must cover navel and not expose midriff.
- No sagging or low-cut pants, shorts or skirts, or short-short skirts, dresses or shorts. Pants, skirts and shorts must be worn above hips. Undergarments should not be exposed.
- No key chains or metal fasteners longer than 6” worn with clothing.
- No sweatshirt hoods or bandannas worn indoors during school hours. Headwear needed for any extraordinary reasons, personal or medical, please see the Director.
- Athletic shoes and P.E. uniform are required for P.E. classes. Platforms, sandals and high-heel shoes are not allowed for dance, movement and sports activities.

The Dress Code is not negotiable. CACS Staff reserve the right to determine if a student is in or out of Dress Code.

### **Grounds for Suspension/Expulsion**

The San Francisco Unified School District Governing Board and Creative Arts Charter School believe all students have the right to be educated in a positive, safe learning environment free from disruptions. CACS is fully committed to maximizing an environment that teaches strategies for conflict resolution, violence prevention and emphasizes high expectations for student conduct, responsible behavior and respect for others. As part of the safe school plan, the following regulations for suspensions/ expulsions are included.

**NOTE:** In some cases a pupil may be suspended from school on or after the first school rule infraction if the administration deems the suspension an violation of the California Education Code and/or in the best interest of the school according to Education Code Section 48900.

### **GROUND FOR SUSPENSIONS/EXPULSIONS Ed. Code 48900**

A student can be suspended from school by the principal, if it has been determined that the student, while on school grounds or during an activity off school grounds related to school attendance, has:

- Caused, attempted to cause, or threatened to cause physical injury to another.
- Possessed, sold or otherwise furnished any firearm, knife, explosive, or other dangerous object.
- Possessed, used sold or otherwise furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- Offered or arranged or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then sold delivered, or otherwise furnished to any person another liquid substance, or material and represented the liquid substance or material as a controlled substance alcoholic beverage or intoxicant.
- Committed robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property.
- Possessed or used tobacco.
- Committed an obscene act and/or engaged in habitual profanity or vulgarity.
- Unlawful possession of unlawfully offered, arranged, or negotiated to sell and drug paraphernalia.
- Disrupted school activities, or willfully defied the authority of school personnel.
- Knowingly received stolen school property or private property.
- Possessed an imitation firearm (Reasonable person concludes replica is a firearm)

### **The following offenses only apply to students in grades 4-8:**

#### **Education Code 48900.2 Committed Sexual Harassment**

- Sexual harassment can be defined as when a person uses sexual words and actions that make another person feel uncomfortable or unsafe.
- Education Code 48900.3 Caused, attempted to cause, threatened to cause, or participate in an act of hate violence.
- Education Code 48900.4 Intentionally engaged in harassment, threats, or intimidation, directed against a pupil or group of pupils
- Any disciplinary referral may result in: a warning/conference with school personnel; phone call or note home; detention; appropriate work assignment; restriction from school activities; in school or home suspension; other appropriate consequences.

In the event a child's behavior still has not been sufficiently modified, there will be no alternative but to:

- (a) Suspend the student from school for a period of up to five consecutive days.
- (b) Place the student on a limited school day and/or require the parent to be present.
- (c) Bring the parent and student before the Board of Directors.

- (d) Refer the student back to their neighborhood school.
- (e) Recommend to the Board of Directors of SFUSD that the student be expelled

## APPENDIX I: VOLUNTEER OPPORTUNITIES AT CACS

There are many ways to volunteer at CACS – the opportunities are as varied as the families in our community. Below is a small sampling of volunteer opportunities available at the school, including both short-term and long-term commitments. The FA is available to help you find ways to volunteer at the school that fit best with your family’s interests, skills, and schedule. If you have questions or for more information, please do not hesitate to contact your Class Rep or Family Association Co-Chair Melissa Bowen at [Melissa@tigerbunny.com](mailto:Melissa@tigerbunny.com). Opportunities will also be broadcast throughout the year via email (weekly Volunteer Roundups) and the school’s website.

**Classroom Needs:** Each teacher manages the volunteer needs in his/her classroom with support from the Class Reps. Each classroom has one to three Class Reps that help organize all volunteer activities within the classroom. Below is a list of some of the classroom jobs with which your teacher might need help – please keep in mind that the exact opportunities will vary from classroom to classroom. Please contact your Class Reps for more information on your classroom’s specific needs.

- **Classroom Representative(s):** Class Reps are the point people for the teacher and families in each classroom. They help organize classroom duties, activities and events and information for their own class, as well as help to organize participation in school-wide events and activities. Class Reps provide the link between families, teachers, the Family Association and the whole school. Ideally, two to three people will take on this role for each class and will divide the duties amongst them and work together to meet the needs of their class.
- **Classroom Aides:** Help out in class based on teacher need (book groups, math station, literacy center, etc.).
- **Housekeepers:** Provide ongoing clean-up and maintenance as well as coordinating classroom clean up days.
- **Photographer:** Takes photos, archives and organizes photos (ideally on classroom computer), furnishes own camera, and develops photos/organizes other photo projects.
- **Field Trip Coordinator:** Coordinates field trip logistics along with the teacher (collect permission slips, confirm drivers, helps with tickets/fees and bus fare if needed).
- **Resource Coordinator:** Organizes class “wish list” with the teacher. Help with planning for materials needed for special projects and understands the school protocols for requesting materials and monetary support from the school, FA and parents.
- **Tech Support:** Provides computer and other technical assistance and maintenance as needed, such as projector or other audio-visual support. Help parents with accessing and using the CACS intranet system.
- **Snack Coordinator:** Organizes snack schedule and reminds families each week.

### School-wide Needs (during school-hours; on campus)

Outside of the classroom, there are school-wide jobs (both short-term and long-term) that occur during the school day on campus. These roles can be filled by the FA through recruitment drives but are managed by Jenny Kipp in the front office. If you are interested in these positions please contact Family Association Co-Chair Melissa Bowen ([melissa@tigerbunny.com](mailto:melissa@tigerbunny.com)) or email Jenny Kipp ([jkipp@creativeartscharter.org](mailto:jkipp@creativeartscharter.org)).

- **Office Assistance:** Drop in or schedule a regular time to provide office support during. Responsibilities include but are not limited to clerical work, reception, filing, organizing, stuffing/sealing mail, etc.
- **White Zone Drop-off / Pickup:** Greet arriving families, during morning drop-off (8:00-8:30am) and/or afternoon pick-up (3:15-3:30pm), at the curb, to minimize traffic congestion around the school and speed up drop-off for commuting families.
- **Library Help:** Maintain materials, keep space in good order, and catalog/label new materials.
- **Coffee Host:** Set up and break down coffee items when we have hosted Coffee Socials. Sign up for one or several.
- **Recess/Lunch Support:** Supervise lunch and help kids with compost/recycling; provide yard supervision and help with structured games during lunch recess and/or other recess period (11:30am-1:15pm).
- **School Photos:** Help coordinate school photos for all CACS students by classroom on photo day. Make sure classes are on time and ready and assist the photo company in the flow of the day.
- **School Tour Guides: Help facilitate school tours during the school tour season (October-January).** School tours will be organized and led by a CACS Board Member, FA Committee Chair or School Administrator, and volunteers will assist in leading potential families around the school and answering questions about your experience at CACS. If interested please contact Jennifer Gette at [jennifergette@gmail.com](mailto:jennifergette@gmail.com).

### School-wide Needs (during off-hours; from home OR on-campus)

There are many jobs that can be done during off-hours, from home or on-campus, offering families increased flexibility to fulfill their volunteer commitment. If you are interested in one of these positions contact either the committee head identified below or Family Association Co-Chair Melissa Bowen ([melissa@tigerbunny.com](mailto:melissa@tigerbunny.com)):

- **Take Home Tasks:** Volunteer projects that can be completed off-site include typing documents, data entry, mail prep, donation sourcing and coordination.
- **Sports Coach/Assistant Coach:** Our 5th through 8th Grade students participate in a variety of team sports, including futsal, basketball and track and field. These sports team always need help with coaching, transportation to practices/games, etc
- **New Family Outreach:** Help with enrollment outreach by attending community/city-wide school outreach events. Distribute materials and speak to prospective families, community organizations and/or preschools on behalf of CACS.

For more information please contact CACS Board Member, Jennifer Gette at [jennifergette@gmail.com](mailto:jennifergette@gmail.com).

- **School Tour Scheduler:** During the school tour season (September through January) the School Tour Scheduler collects requests submitted via email and maintains the school tour list. The scheduler is also responsible for advising the office when tour(s) fill up and providing the school with the tour list for registration. [For more information or if interested in volunteering please contact the Front Office.](#)
- **Hospitality Team:** Organizes, picks up and sets up food and facilities for FA and other meetings.
- **Clean Playground Coordinator:** Using the Yard Clean-up Schedule, organizes the rotating “cleaning teams” each week during recess (or other scheduled time) to pick up trash and sweep playground. Coordinates with teachers to choose best days/times to lead this peer-run clean up, designate a captain, source materials needed, etc. If interested in volunteering, please contact the head of the FA Operations/Green Schoolyard Committee, Amy Tanner at [amy@aktanner.com](mailto:amy@aktanner.com).
- **Facilities Services:** Individuals looking for hands-on work are always needed to help maintain and improve the school facilities. Projects might include painting, carpentry, gardening, storage organization, and deep-cleaning of outdoor and multi-use spaces such as the cafeteria. If interested in volunteering, please contact the head of the FA Operations/Green Schoolyard Committee, Amy Tanner at [amy@aktanner.com](mailto:amy@aktanner.com).
- **Lost & Found Monitors:** Helps keep the lost and found area tidy and pack/remove/donate items each month. Contact Pari Moore at [parimoore@hotmail.com](mailto:parimoore@hotmail.com).
- **Translation Services:** To encourage diversity, helps translate CACS, materials, presentations and participate in school tours to support current and potential CACS families. Services needed for Spanish and Mandarin/Cantonese especially, but we’d love to have materials in Tagalog, Japanese, Russian, etc. In interested in volunteering, please contact Jennifer Gette at [jennifergette@gmail.com](mailto:jennifergette@gmail.com).
- **Donation Coordinator(s):** Solicits donations food/coffee or needed materials and/or watches for free items on-line, including but not limited to furnishings, books, games, art materials, etc. Coordinate pick-up of items and store/organize them as appropriate.
- **School Website:** Helps with updating and maintaining the CACS public and internal website.
- **CACS Alumni Tracking:** Works with school administration to create high school and college alumni tracking system focused on where CACS alumni went to school following 8<sup>th</sup> Grade graduation. This information will be used in Enrollment Outreach and other school initiatives. Maintain tracking system over the long-term.
- **Alamo Square Flea Market:** Held in August, the Alamo Square Flea Market is an important community outreach event for CACS. Help coordinate and supervise CACS involvement in the Alamo Square Flea Market or help sort donations ahead of time. You may also help host the CACS booth or the bicycle parking valet at the Flea Market. If interested in volunteering, please contact Melissa Bowen at [melissa@tigerbunny.com](mailto:melissa@tigerbunny.com).
- **All-School Work Day:** Usually scheduled for the Saturday before school starts, this all-hands work event ensures that the school grounds and classroom are clean and set-up for the first day of school. If interested in volunteering, please contact Maria Ray at [maria@southard.net](mailto:maria@southard.net).
- **CACS Merchandise Coordinator:** Order and distribute CACS merchandise for families.

### Fundraising Needs

Fundraising plays a critical role in maintaining and improving our robust arts program, along with other school programming. There are many ways to support the fundraising efforts at CACS, including joining a fundraising committee or writing grants. If you are interested in volunteering to help with school fundraising please contact Family Association Co-Chair Melissa Bowen at [melissa@tigerbunny.com](mailto:melissa@tigerbunny.com) or Board Member Melanie Brooks at [melanie@sealrock.net](mailto:melanie@sealrock.net).

- **Fall Fair Planning Committee:** Held each Fall, the CACS Fall Fair is one of the school’s heritage community-building events and is a great way to meet new families and/or deepen existing relationships. The Family Association organizes the Fall Fair with each classroom contributing to its success. If you are interested in helping organize this family-fun event please contact the Fall Fair Planning Committee Co-Chairs Melanie Brooks at [melanie@sealrock.net](mailto:melanie@sealrock.net) and Ania Corcilius at [aniacorcilius@gmx.com](mailto:aniacorcilius@gmx.com).
- **Annual Auction Planning Committee:** Held each Spring, the CACS Annual Auction is the school’s biggest fundraising event and is a fun way to mingle with parents and guardians outside of school. The Board of Directors’ Auction Planning Committee organizes this evening extravaganza, while everyone is asked to help solicit donations and staff the event. If you are interested in participating in this major fundraising effort, please contact the head of Annual Auction Committee, Melanie Brooks at [melanie@sealrock.net](mailto:melanie@sealrock.net).
- **Grant writing:** Assist the Board Development Committee in researching grant opportunities and writing grant proposals.

## APPENDIX II: THE CACS FAMILY ASSOCIATION

The CACS Family Association functions similarly to a Parent-Teacher Association found at other schools. Having a student at CACS automatically makes you a member of the Family Association and you need not pay any dues to join the FA. The FA works with the School's Administration and the Board of Directors to build an inclusive community at CACS and to enhance and support the educational experience at our school by, among other things, supporting and coordinating volunteer efforts at and in support of the school.

Some regular events that you can look forward to are:

FA Community Meetings – Held regularly beginning in September (check the school calendar for specific dates), these meetings are an opportunity to discuss and gather information about school events, curriculum, provide feedback, ask questions and plan future activities.

Coffee Socials – Usually held the second and fourth Friday of every month from 8:00-8:45am before the All-School Community Meeting in the cafeteria or on the yard, these socials are a great opportunity to socialize with other CACS families.

Committee Meetings – The FA has created several committees to support the overall mission of our school and organize the volunteer efforts of our families. Committees meet monthly or on an as-needed basis, depending on their function. The schedules are determined by the Committee Chair. If you are interested in joining or chairing one or more of the FA Committees, contact the Committee Chair directly. Current committees include:

- FA Steering Committee: Provides strategic planning and guides decision-making within the FA. Co-Chairs: Karen Decker, [kdecker@creativeartscharter.org](mailto:kdecker@creativeartscharter.org) and Melissa Bowen, [melissa@tigerbunny.org](mailto:melissa@tigerbunny.org).
- Volunteerism: Coordinates volunteer recruitment, training and recognition. Chair: Melissa Bowen, [melissa@tigerbunny.org](mailto:melissa@tigerbunny.org).
- Community Outreach: Coordinates external community-building events such as school tours and promoting our school within the San Francisco community. Chair: Jen Gette, [jennifergette@gmail.com](mailto:jennifergette@gmail.com).
- Family Partnership: Coordinates internal communication and community-building and social events to foster a strong sense of community at CACS. Chair: open
- Operations/Green Schoolyard: Coordinates volunteer activities affecting the physical plant at CACS including creating a more natural setting at our urban school; plans meetings and coordinates hospitality for events. Green Schoolyard Chair: Amy Tanner, [amy@aktanner.com](mailto:amy@aktanner.com); Operations Chair: open.
- School Events: Coordinates of school-wide events including the Fall Fair. Fall Fair Chairs: Melanie Brooks, [Melanie@sealrock.net](mailto:Melanie@sealrock.net) and Ania Corcilus, [aniacorcilius@gmx.com](mailto:aniacorcilius@gmx.com). General Events Chair: Open.

FA Officers are elected every two years. Officers for the 2013-14 School year are:

- Co-Chair (Volunteer Coordinator): Melissa Bowen, [Melissa@tigerbunny.com](mailto:Melissa@tigerbunny.com)
- Co-Chair (Board Representative): Karen Decker, [kdecker@creativeartscharter.org](mailto:kdecker@creativeartscharter.org)
- Secretary: Ursula Lalovic, [ulalovic@gmail.com](mailto:ulalovic@gmail.com)
- Treasurer: Michelle Meyer, [michelle\\_meyer@mac.com](mailto:michelle_meyer@mac.com)

Up-to-date information about meetings, events and volunteer opportunities can be found in the Family Association page of the School's website.

**Appendix C: Instructional Calendar**

**Creative Arts Charter School**

**2013-14 Instructional Calendar**

	M	T	W	T	F
<b>July 2013</b>	1	2	3	4	5
	8	10	11	12	13
	15	17	18	19	20
	22	24	25	26	27
	29	30	31		
<b>August 2013</b>				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
<b>September 2013</b>	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				
<b>October 2013</b>		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	
<b>November 2013</b>					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
<b>December 2013</b>	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			
<b>January 2014</b>			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31
<b>February 2014</b>	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
<b>March 2014</b>	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				
<b>April 2014</b>		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		
<b>May 2014</b>				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
<b>June 2014</b>	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				

<b>Significant Days and Holidays</b>	
JUL. 29-AUG 13	ADMINISTRATIVE STAFF WORK DAYS
AUG. 14-16	TEACHER/STAFF WORK DAYS AND PROFESSIONAL DEVELOPMENT
AUG. 15	MIDDLE SCHOOL STUDENT ORIENTATION
AUG. 19	FIRST DAY OF SCHOOL
AUG. 29	BACK TO SCHOOL NIGHT <i>*every Tuesday early dismissal at 1:05 p.m.</i>
SEP. 2	LABOR DAY (HOLIDAY)
SEP. 11-13	MIDDLE SCHOOL CAMPING TRIP
OCT. 9	ARTS NIGHT
OCT. 11	PROFESSIONAL DEVELOPMENT DAY (NO SCHOOL)
OCT. 14	COLUMBUS/INDIGENOUS PEOPLE'S DAY/EL DIA DE LA RAZA (HOLIDAY)
OCT. 17	PICTURE DAY
OCT. 21-25	FAMILY/SCHOOL CONFERENCES – EARLY DISMISSAL AT 1:05 P.M.
OCT. 26	FALL FAIR
NOV. 11	VETERAN'S DAY (HOLIDAY)
NOV. 27-29	THANKSGIVING RECESS (SCHOOL CLOSED)
DEC. 5	SHOWCASE "WE ARE MAKERS"
DEC. 16	K-5 REPORT CARDS DUE
DEC. 20	END OF FIRST SEMESTER – EARLY DISMISSAL AT 1:05 P.M.
DEC. 20	GRANDPARENTS & SPECIAL FRIENDS DAY
DEC. 23-31	WINTER BREAK (SCHOOL CLOSED)
JAN. 1-3	WINTER BREAK (SCHOOL CLOSED)
JAN. 6	6-8 REPORT CARDS DUE
JAN. 20	MARTIN LUTHER KING DAY (HOLIDAY)
JAN. 30	GALLERY NIGHT
JAN. 31	PROFESSIONAL DEVELOPMENT DAY (NO SCHOOL)
FEB. 17	PRESIDENT'S DAY (HOLIDAY)
MAR. 14	TRIVIA NIGHT <i>*DATE MAY CHANGE</i>
MAR. 24-28	FAMILY/SCHOOL CONFERENCE WEEK – EARLY DISMISSAL AT 1:05 P.M.
MAR. 31	CESAR CHAVEZ DAY OBSERVANCE (HOLIDAY)
APR. 1-4	SPRING BREAK (SCHOOL CLOSED)
APR. 14-25	STAR TESTING
APR. 19	SPRING AUCTION
APR. 29 – May	MIDDLE SCHOOL CAMPING TRIP
MAY 2	TRIVIA NIGHT
MAY 12-16	ARTS WEEK
MAY 15	ARTS FEST
MAY 19-23	EIGHTH GRADE TRIP
MAY 26	MEMORIAL DAY (HOLIDAY)
MAY 29	EIGHTH GRADE GRADUATION
MAY 30	LAST DAY OF SCHOOL - EARLY DISMISSAL AT 1:05 P.M.
JUN 2-20	ADMINISTRATIVE STAFF WORK DAYS

### Appendix D: Sample Third Grade Schedule

Times	Monday	Tuesday	Wednesday	Thursday	Friday
8:20-8:45	Morning Routine	Morning Routine	Morning Routine	Morning Routine	Morning Routine
8:45-9:15	Morning Meeting	Morning Meeting	Morning Meeting	Music (A group) Art (B group)	All School Community Meeting
9:15-10:15	Math	Math	Math	Morning Meeting/ Math	Music (B group) Art (A group)
10:15-10:30	Snack	Snack	Snack	Snack	Snack
10:30-11:45	Book Groups/ Literacy Centers	Book Groups/ Literacy Centers	Book Groups/ Literacy Centers	Book Groups/ Literacy Centers	Book Groups/ Literacy Centers
11:45-12:25	Lunch	Lunch	Lunch	Lunch	Lunch
12:25-1:15	Dance	Reader's Workshop/SSR	Library	Reader's Workshop/SSR	Book Buddies
		1:05 Closing Circle	Reader's Workshop/SSR		Reader's Workshop/SSR
	Reader's Workshop/SSR			Writer's Workshop	
1:15-2:20	Snack		Inquiry Block	Inquiry Block	
	Inquiry Block				
			P.E. 2:00-2:20	Movement	Movement
2:20-3:00	Writer's Workshop		Writer's Workshop	Writer's Workshop	Fix/Finish/Free Friday
3:00-3:15	Closing Circle		Closing Circle	Closing Circle	Closing Circle

## Appendix E: Sample Middle School Schedule

Monday	6A	6B	7A	7B	8A
8:30-8:45	advisory	advisory	advisory	advisory	advisory
8:50-9:40	math	math	elective	elective	elective
9:45-10:35	elective	elective	math	math	math
10:40-11:30	humanities	science	p.e.	p.e.	humanities
11:35-12:25	buddies	reading	science	humanities	science
12:30-1:15	lunch	lunch	lunch	lunch	lunch
1:20-2:25	science	humanities	humanities	science	p.e.
2:30-2:55	silent read	silent read	silent read	silent read	silent read
3:00-3:15	advisory	advisory	advisory	advisory	advisory
<b>Tuesday</b>					
8:30-8:45	advisory	advisory	advisory	advisory	advisory
8:50-9:40	math	math	science	humanities	science
9:45-10:35	science	humanities	math	math	math
10:40-11:30	humanities	science	p.e.	p.e.	humanities
11:35-12:25	p.e.	p.e.	humanities	science	reading
12:30-12:55	lunch	lunch	lunch	lunch	lunch
12:55-1:05	advisory	advisory	advisory	advisory	advisory
<b>Wednesday</b>					
8:30-8:45	advisory	advisory	advisory	advisory	advisory
8:50-9:40	math	math	elective	elective	elective
9:45-10:35	elective	elective	buddies	reading	humanities
10:40-11:30	humanities	science	math	math	math
11:35-12:25	science	humanities	humanities	science	p.e.
12:30-1:15	lunch	lunch	lunch	lunch	lunch
1:20-2:25	p.e.	p.e.	science	humanities	science
2:30-2:55	silent read	silent read	silent read	silent read	silent read
3:00-3:15	advisory	advisory	advisory	advisory	advisory
<b>Thursday</b>					
8:30-8:45	advisory	advisory	advisory	advisory	advisory
8:50-9:40	math	math	elective	elective	elective
9:45-10:35	elective	elective	math	math	math
10:40-11:30	reading	buddies	science	humanities	science
11:35-12:25	science	humanities	humanities	science	p.e.
12:30-1:15	lunch	lunch	lunch	lunch	lunch
1:20-2:25	humanities	science	p.e.	p.e.	humanities
2:30-2:55	read/ssa	read/ssa	read/ssa	read/ssa	read/ssa
3:00-3:15	advisory	advisory	advisory	advisory	advisory
<b>Friday</b>					
8:30-9:15	advisory	advisory	advisory	advisory	advisory
9:20-10:10	humanities	science	math	math	math
10:15-11:05	math	math	humanities	buddies	science
11:10-12:00	p.e.	p.e.	reading	humanities	8th project
12:05-12:25	silent read	silent read	silent read	silent read	silent read
12:30-1:15	lunch	lunch	lunch	lunch	lunch
1:20-2:10	science	humanities	science	science	humanities
2:15-3:15	advisory	advisory	advisory	advisory	advisory

---

**Appendix F: The Constructivist Classroom**

---

Source: Southwest Educational Development Laboratory (1995)

In a Constructivist Classroom...

- ❖ Student autonomy and initiative are accepted and encouraged.
- ❖ By respecting students' ideas and encouraging independent thinking, teachers help students attain their own intellectual identity. Students who frame questions and issues and then go about analyzing and answering them take responsibility for their own learning and become problem solvers.
- ❖ The teacher asks open-ended questions and allows wait time for responses.
- ❖ Reflective thought takes time and is often build on others' ideas and comments. The ways teachers ask questions and the ways students respond will structure the success of student inquiry.
- ❖ High-level thinking is encouraged.
- ❖ The constructivist teacher challenges students to reach beyond the simple factual response. She encourages students to connect and summarize concepts by analyzing, predicting, justifying, and defending their ideas.
- ❖ Students are encouraged in dialogue with the teacher and with each other.
- ❖ Social discourse helps students change or reinforce their ideas. If they have the chance to present what they think and hear others' ideas, students can build a personal knowledge base that they understand. Only when they feel comfortable enough to express their ideas, will meaningful classroom dialogue occur.
- ❖ Students are engaged in experiences that challenge hypotheses and encourage discussion.
- ❖ When allowed to make predictions, students often generate varying hypotheses about natural phenomena. The constructivist teacher provides ample opportunities for students to test their hypotheses, especially through group discussion of concrete experiences.
- ❖ The class uses raw data, primary sources, manipulatives, physical, and interactive materials.
- ❖ The constructivist approach involves students in real-world possibilities, then helps them generate the abstractions that bind phenomena together.

These suggestions are adapted from *In Search of Understanding: The Case for Constructivist Classrooms* by Jacqueline G Brooks and Martin G. Brooks (Alexandria, VA: Association for Supervision and Curriculum Development, 1993)

---

**Appendix G: 2012-13 Accountability Progress Reports**

---

**2012-13 AYP Report**

**2012-13 API Report**

## 2012 -13 Accountability Progress Reporting (APR)



### School Report 2013 Adequate Yearly Progress (AYP) Report

California Department of Education  
Analysis, Measurement, &  
Accountability Reporting Division  
8/29/2013

School: Creative Arts Charter  
LEA: San Francisco Unified  
County: San Francisco  
CDS Code: 38-68478-6112601  
School Type: Elementary

2013 AYP and PI Links:

School Chart
School PI Status
Cohort Graduation Rates
LEA List of Schools
County List of Schools

Direct Funded Charter School: Yes

(An LEA is a school district, county office of education, or statewide benefit charter.)

2012-13 APR		2012-13 State API			2013 Federal AYP and PI		
Summary	Glossary	Base	Guide	Growth	AYP	PI	Guide

**Made AYP:** No  
**Met 12 of 13 AYP Criteria**

### Participation Rate

GROUPS	English-Language Arts Target 95% <a href="#">Met all participation rate criteria? Yes</a>					Mathematics Target 95% <a href="#">Met all participation rate criteria? Yes</a>				
	Enrollment First Day of Testing	Number of Students Tested	Rate	Met 2013 AYP Criteria	Alternative Method	Enrollment First Day of Testing	Number of Students Tested	Rate	Met 2013 AYP Criteria	Alternative Method
<b>Schoolwide</b>	243	241	99	Yes		243	240	99	Yes	
Black or African American	32	32	100	--		32	32	100	--	
American Indian or Alaska Native	5	5	100	--		5	5	100	--	
Asian	20	20	100	--		20	20	100	--	
Filipino	9	9	100	--		9	9	100	--	
Hispanic or Latino	22	21	96	--		22	21	96	--	
Native Hawaiian or Pacific Islander	0	0	--	--		0	0	--	--	
White	118	118	100	Yes		118	117	99	Yes	
Two or More Races	15	15	100	--		15	15	100	--	
Socioeconomically Disadvantaged	99	99	100	Yes	<a href="#">ER</a>	99	99	100	Yes	<a href="#">ER</a>
English Learners	10	9	90	--		10	9	90	--	
Students with Disabilities	31	30	97	--		31	30	97	--	

## Percent Proficient - Annual Measurable Objectives (AMOs)

GROUPS	English-Language Arts Target 89.2 % Met all percent proficient rate criteria? No					Mathematics Target 89.5 % Met all percent proficient rate criteria? Yes				
	Valid	Number	Percent	Met	Alternative	Valid	Number	Percent	Met	Alternative
	Scores	At or Above	At or Above	2013 AYP Criteria		Scores	At or Above	At or Above	2013 AYP Criteria	
<b>Schoolwide</b>	234	165	70.5	Yes	<a href="#">SH</a>	233	147	63.1	Yes	<a href="#">SH</a>
Black or African American	32	8	25.0	--		32	5	15.6	--	
American Indian or Alaska Native	5	--	--	--		5	--	--	--	
Asian	20	13	65.0	--		20	17	85.0	--	
Filipino	9	--	--	--		9	--	--	--	
Hispanic or Latino	20	14	70.0	--		20	11	55.0	--	
Native Hawaiian or Pacific Islander	0	--	--	--		0	--	--	--	
White	116	95	81.9	No		115	87	75.7	Yes	<a href="#">SH</a>
Two or More Races	11	9	81.8	--		11	7	63.6	--	
Socioeconomically Disadvantaged	98	54	55.1	Yes	<a href="#">SH</a>	98	47	48.0	Yes	<a href="#">SH</a>
English Learners	9	--	--	--		9	--	--	--	
Students with Disabilities	29	11	37.9	--		29	8	27.6	--	

**Two or More Races:** Schools and local educational agencies will be making demographic changes to the "Two or More Races" student group. Assessment results for students without valid Statewide Student Identifiers (SSIDs) were assigned to this student group for the initial AYP release. Therefore, the results for the "Two or More Races" student group is likely to change and will be reflected in the updated AYP reports released in January 2014.

## Academic Performance Index (API) - Additional Indicator for AYP

2012 Base API	2013 Growth API	2012-13 Growth	Met 2013 API Criteria	Alternative Method
825	844	19	Yes	

**2013 API Criteria for meeting federal AYP:** A minimum "2013 Growth API" score of 770 OR "2012-13 Growth" of at least one point.

Graduation Rate data not available.

## Graduation Rate Goal: 90 Percent Current Year: Graduation Rate Results

Graduation Rate data not available.

**Graduation Rate Criteria:** (1) met or exceeded the goal of 90%, or (2) met the fixed target graduation rate, or (3) met the variable target graduation rate. Fixed and variable target graduation rates are calculated for local educational agencies and schools that have not reached the 90% goal.

## 2012 - 12 Accountability Progress Reporting (APR)



### School Chart 2013 Adequate Yearly Progress (AYP) Report

California Department of Education  
Analysis, Measurement, &  
Accountability Reporting Division  
8/29/2013

School: Creative Arts Charter  
LEA: San Francisco Unified  
County: San Francisco  
CDS Code: 38-68478-6112601  
School Type: Elementary

2013 AYP and PI Links:

<a href="#">School Report</a>
<a href="#">School PI Status</a>
<a href="#">LEA List of schools</a>
<a href="#">County List of Schools</a>

(An LEA is a school district, county office of education, or statewide benefit charter.)

Direct Funded Charter School: Yes

2012 -12 APR		2012-13 State API			2013 Federal AYP and PI		
<a href="#">Summary</a>	<a href="#">Glossary</a>	<a href="#">Base</a>	<a href="#">Guide</a>	<a href="#">Growth</a>	<a href="#">AYP</a>	<a href="#">PI</a>	<a href="#">Guide</a>

**Made AYP:**

No

**Met AYP Criteria:**

Participation Rate

Percent Proficient

Academic Performance Index (API)

- Additional Indicator for AYP

Graduation Rate

**English-Language Arts**

**Mathematics**

Yes

Yes

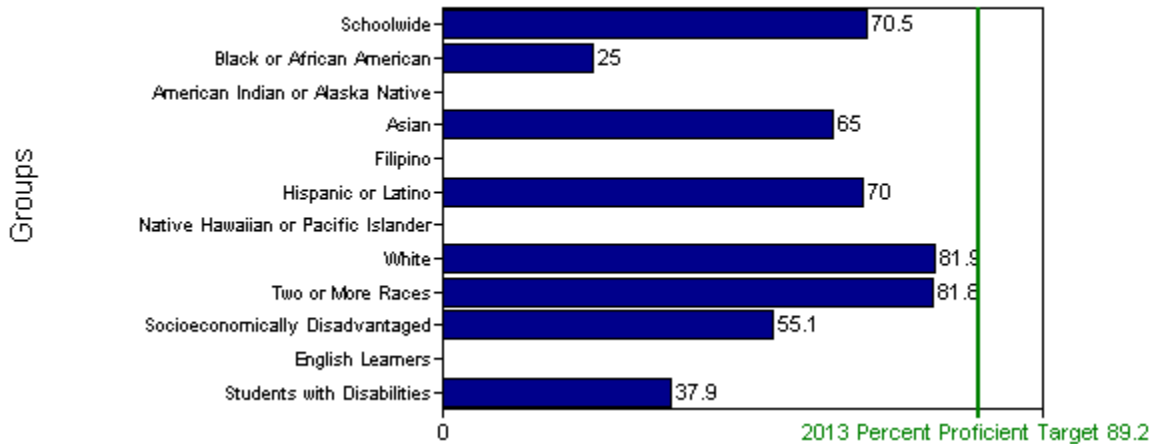
No

Yes

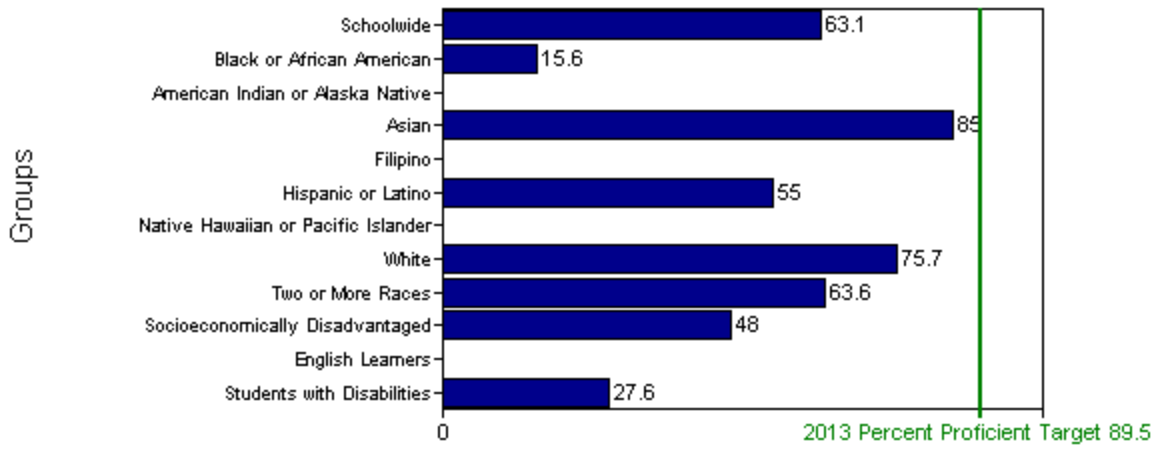
Yes

N/A

English-Language Arts - Percent At or Above Proficient



# Mathematics - Percent At or Above Proficient



## 2012-13 Accountability Progress Reporting (APR)



### School Report - API Growth and Targets Met 2013 Growth Academic Performance Index (API) Report

California Department of Education  
Analysis, Measurement, &  
Accountability Reporting Division  
8/31/2012

School: Creative Arts Charter  
LEA: San Francisco Unified  
County: San Francisco  
CDS Code: 38-68478-6112601  
School Type: Elementary

2013 Growth API Links:

<a href="#">School Chart</a>
<a href="#">School Demographic Characteristics</a>
<a href="#">School Content Area Weights</a>
<a href="#">LEA List of Schools</a>
<a href="#">County List of Schools</a>

(An LEA is a school district, county office of education, or statewide benefit charter.)

Direct Funded Charter School: Yes

2012-13 APR		2012-13 State API			2013 Federal AYP and PI		
<a href="#">Summary</a>	<a href="#">Glossary</a>	<a href="#">Base</a>	<a href="#">Guide</a>	<a href="#">Growth</a>	<a href="#">AYP</a>	<a href="#">PI</a>	<a href="#">Guide</a>

#### Met Growth Targets

**Schoolwide:** Yes  
**All Student Groups:** Yes  
**All Targets:** Yes

#### Groups

	Number of Students Included in 2013 API	Numerically Significant in Both Years	2013 Growth	2012 Base	2012-13 Growth Target	2012-13 Growth	Met Student Groups Growth Target
Schoolwide	234		844	825	A	19	
Black or African American	32	No	636	636			
American Indian or Alaska Native	5	No					
Asian	20	No	854	881			
Filipino	9	No					
Hispanic or Latino	20	No	817	760			
Native Hawaiian or Pacific Islander	0	No					
White	116	Yes	897	904	A	-7	Yes
Two or More Races	11	No	898	751			
Socioeconomically Disadvantaged	98	Yes	770	721	5	49	Yes
English Learners	9	No		704			
Students with Disabilities	29	No	621	658			

[Similar Schools](#)

## Median API

<a href="#">2013 Growth</a>	<a href="#">2012 Base</a>
861	868

Click on the median value heading to link to the list of 2012 Base API similar schools. This list contains schools which were selected specifically for the reported school for the 2012 Base API Report.

Click on the column header to view notes.

In order to meet federal requirements of the Elementary and Secondary Education Act (ESEA), a 2013 Growth API is posted even if a school or LEA had no 2012 Base API or if a school had significant population changes from 2012 to 2013. However, the presentation of growth targets and actual growth would not be appropriate and, therefore, are omitted.

**"N/A"** means a number is not applicable or not available due to missing data.

**"\*"** means this API is calculated for a small school, defined as having between 11 and 99 valid Standardized Testing and Reporting (STAR) Program test scores included in the API. The API is asterisked if the school was small in either 2012 or 2013. APIs based on small numbers of students are less reliable and, therefore, should be carefully interpreted.

**"A"** means the school or Student Groups scored at or above the statewide performance target of 800 in 2013.

**"B"** means the school did not have a valid 2012 Base API and will not have any growth or target information.

**"C"** means the school had significant demographic changes and will not have any growth or target information.

**"D"** means this is either an LEA, or a special education school. Target information is not applicable to LEAs or special education schools.

**Targets Met** - In the "Met Growth Target" columns, the growth targets reflect state accountability requirements and do not match the federal Adequate Yearly Progress (AYP) requirements. The AYP requirement for the API is a 2013 Growth API of 740 or a one-point increase from the 2012 Base API to 2013 Growth API for a school or LEA.

**Two or More Races:** – "Two or More Races" student group. Assessment results for students without valid Statewide Student Identifiers (SSIDs) were assigned to this student group for the initial API release. Therefore, the Growth API for the "Two or More Races" student group is likely to change and will be reflected in the updated API reports released in January 2014.

**Missing All Student Data** – All subgroup data are missing if the LEA informed the CDE of a potential data error in at least one race or ethnicity category.

**Missing Special Population Student Data** – Socioeconomically Disadvantaged and English Learners students groups with missing API data and a "No" under the "Met Student Growth Target" column indicates that there was a decrease in the number of students in the group by at least 20 percent from the 2012 Base API to the 2013 Growth API, or the LEA reported a potential data error with one or more these student groups. Demographic data corrections made through the California Longitudinal Pupil Achievement Data System (CALPADS) or assessment-related data corrections (such as statewide student identifiers or fields specific to the testing administration process) made through the testing contractor will be reflected in the updated API reports released in January 2014.

## 2012 - 13 Growth Academic Performance Index (API) Chart



### School Chart 2013 Growth Academic Performance Index (API) Report

California Department of Education  
Analysis, Measurement, &  
Accountability Reporting Division  
8/31/2012

School: Creative Arts Charter  
LEA: San Francisco Unified  
County: San Francisco  
CDS Code: 38-68478-6112601  
School Type: Elementary

2013 Growth API Links:

<a href="#">School Report - Growth</a>
<a href="#">School Demographic Characteristics</a>
<a href="#">School Content Area Weights</a>
<a href="#">LEA List of Schools</a>
<a href="#">County List of Schools</a>

(An LEA is a school district, county office of education, or statewide benefit charter.)

Direct Funded Charter School: Yes

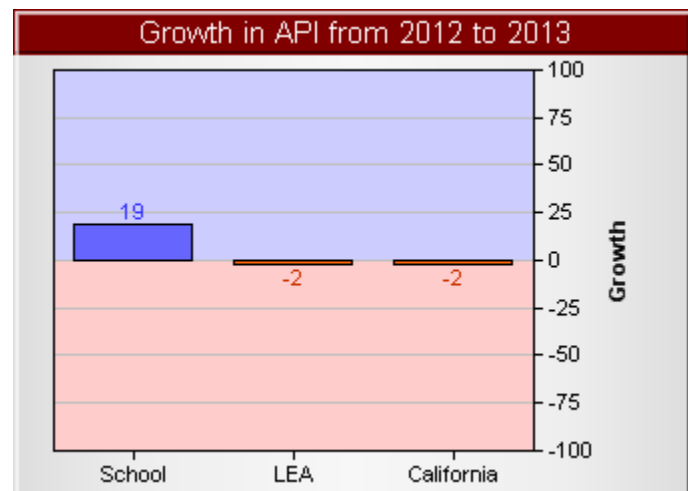
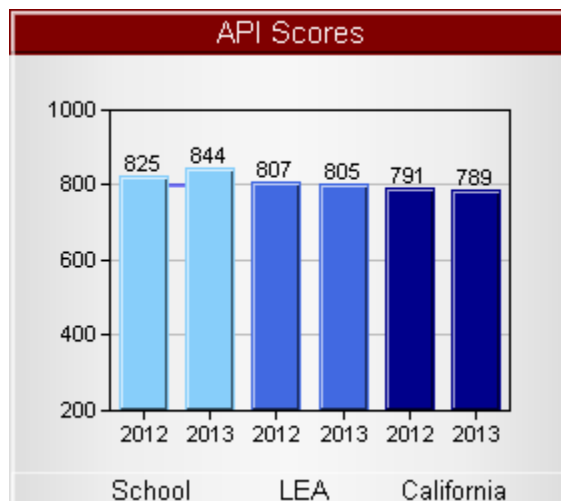
2012-13 APR		2012-13 State API			2013 Federal AYP and PI		
<a href="#">Summary</a>	<a href="#">Glossary</a>	<a href="#">Base</a>	<a href="#">Guide</a>	<a href="#">Growth</a>	<a href="#">AYP</a>	<a href="#">PI</a>	<a href="#">Guide</a>

2012 Base API	2013 Growth API	Growth in the API from 2012 to 2013
825	844	19

**Met 2012 - 13 Growth API Targets:**

Schoolwide Yes  
 All Student Groups Yes  
 Both Schoolwide and Student Groups Yes

Schools that do not have a valid 2012 Base API will not have any growth or target information.



— Statewide Performance Target for Schools = API of 800 or Above

School: Creative Arts Charter  
LEA: San Francisco Unified

**Appendix H: Sample Report Card**

██████████, ██████████

**Grade: K**

**Teacher: ██████████, ██████████**

**Creative Arts Charter School, San Francisco, CA**

Second Semester - 2012-13

**Progress: (AL) Above grade level (GL) At grade level (BL) Below grade level (FL) Far below grade level**

Domain	Progress	Comments
<b>Personal &amp; Social Development</b>	GL	██████████ is a kind, creative, and friendly member of our classroom community. ██████████ joined our class community later in the year, she has made herself right at home. She has made several close friends and is always willing to include her classmates in her games. She is loyal and can always be counted on to stand up for a friend as an ally. She is not afraid to ask for help from both her peers and teachers. ██████████ was a pleasure to have in Kindergarten!
<b>Language &amp; Literacy</b> <ul style="list-style-type: none"> <li>• Writing to Express Ideas</li> </ul>	GL	This semester we have focused on both letter writing and poetry during writer's workshop. During poetry, ██████████ has been developing her poetic voice. In her poems, she is able to use descriptive language to describe people, places, and things. Additionally, during letter writing ██████████ has been stretching out the sounds in words using invented spelling as well as spelling more known sight words spelled correctly. For example in her interactive letter journal she wrote, "Dear Jasmine, I so mi cuzn", to say, "I saw my cousin." ██████████ is an imaginative writer who is ready for first grade!
<ul style="list-style-type: none"> <li>• Comprehending and interpreting texts</li> </ul>	GL	██████████ is very motivated to read! I have seen so much growth in this area over the past few months. ██████████ is able to identify all of her uppercase letters easily and 24/26 of her lowercase letters (still working on l and b) and has a solid understanding of most letter sounds (still working on q, u, and y). She loves discovering new books during our visits to the library and shows varied interest in her choice of books. ██████████ is currently reading at a level C, this means that she is able to read, comprehend, and summarize a text at an end of kindergarten grade level. During reader's workshop, ██████████ has been practicing reading strategies to help her decode unknown words such as: using picture clues, rereading, skipping a word and reading the words around it, retelling what happened, and chunking words (e.g. faster as "fast" and "er"). During the summer, she should continue to practice these strategies when reading both with someone as well as independently. When selecting appropriate books for her to read independently, it is useful to look for books that are 5-10 pages, focused on one idea, contains sight words, and uses repeated words and/or patterns. The illustrations in these books should also be clear to help her decode unknown words.
<b>Mathematical Thinking</b> <ul style="list-style-type: none"> <li>• Using strategies to solve number problems</li> <li>• Solving problems involving number concepts and arithmetic operations</li> </ul>	GL	██████████ is a problem solver. She is able count aloud past 30, and is able to write her numbers from 1-30. When writing numbers, she writes some backwards. When writing numbers, I encourage her to check directionality. ██████████ is able to count and use manipulatives to solve addition and subtraction problems using numbers 1-20. She can verbalize addition and subtraction equations and can write equations with minimal support. She can recognize and describe 3-D shapes such as the sphere, cone, cube, and pyramid. This semester she has also been working with graphs and surveys. She is able to create a survey question, poll her classmates, record her findings, and explain the data collected. We have also begun working with money this semester. ██████████ knows the names and amounts associated with most coins. We will continue to focus on money in first grade.

## Appendix H: Sample Report Card

<p><b>Scientific Thinking</b></p> <ul style="list-style-type: none"> <li>• Investigating questions by testing, practicing, explaining and drawing conclusions</li> <li>• Interpreting and explaining information generated by scientific investigation</li> </ul>	<p>GL</p>	<p>During our Spring unit on the migration of the monarch butterfly, ██████ learned about the life cycle of the butterfly through careful daily observations of the classroom butterflies. These observations were then recorded in her science notebook. She really enjoyed observing her caterpillar as it went through metamorphosis to become a butterfly. She can identify the parts of an insect’s body, and can identify and describe each stage of the butterfly life cycle. Using this information, she helped to create a multi-dimensional art piece of our classroom “Butterfly Garden.” Additionally, ██████ created a beautiful accordion-style book with careful scientific drawings to illustrate the life cycle of the butterfly titled, “The Monarch.” Within this book ██████ wrote, “Butterflies fly because they have wings. They start as eggs, then caterpillars, then they change into a chrysalis” to share her learning. Further, ██████ learned about the migratory path of the monarch butterfly. She used planning sheets to write about four different locations on the monarch’s migration to Mexico. For example, when discussing Ottawa, she wrote, “Ottawa is very clean.” Using these planning sheets, ██████ helped create large postcards from the perspective of a flock of migrating monarchs as they traveled from Canada to Mexico. Finally, ██████ used the artistic style of Georgia O’Keefe to design a large flower watercolor painting where she placed her own carefully created realistic monarch butterfly.</p>
<p><b>Social Studies</b></p> <ul style="list-style-type: none"> <li>• Understanding human interdependence in communities</li> <li>• Collecting, understanding &amp; interpreting information about the relationship between people and their environment</li> </ul>	<p>GL</p>	<p>During the second part of kindergarten, our social studies focus was how to work together as a classroom community. This included following our classroom agreements and participating in classroom jobs. Jobs include leading routines each week such as leading the daily schedule, calendar, or closing circle for the class. ██████ has begun to use “I-messages” as a first step in resolving conflicts, and also knows how and when to ask for support when she or a friend needs it. ██████ understands that one person’s behavior and actions have an impact on the entire community and she consistently makes good choices and is a role model for other students. This semester the class also built their understanding of the relationship between people, animals, and environments. During our study of the migration of the monarch butterfly, ██████ learned about the dangers a monarch faces during its migration from Canada to Mexico. She articulated through words, drawings, and the “migration simulation” game how people impact the survival of the monarch butterfly in the wild. During this unit, ██████ worked with the class to plan and plant a native butterfly garden to help support these creatures in San Francisco. Further, during our weekly trips to Alamo Square, ██████ used her science notebook to record her observations of the animals and plants that live there. She then discussed her findings with the class. Finally, ██████ was a regular participant in our class discussions on community and diversity. She understood that family structures, environments, languages, cultures, and individuals vary from one to the other. She learned about a few courageous individuals from history who fought for respect and equal rights. During our weekly “show &amp; tell” ██████ presented her sharing to the class in a well-articulated manner. She also shared feedback and asked questions during her classmates’ presentation of their sharing.</p>
<p><b>Physical development</b></p>	<p>GL</p>	<p>██████ gross motor skills are right on par for kindergarten. She shows wonderful strength, balance, and control over her movements. She moves freely and joyfully and shows interest in non-competitive group games during recess. ██████ fine motor skills are also very strong. She is often found cutting, pasting, drawing, or creating art during choice time. She is able to form well-formed letters and often uses appropriate spacing. She has an artistic eye for details and takes care to illustrate her stories with wonderful details.</p>

**Appendix I: Bylaws**

BYLAWS

OF

SAN FRANCISCO CHARTER EARLY CHILDHOOD SCHOOL  
a California Nonprofit Public Benefit Corporation

REVISED WITH ALL CHANGES AS OF MAY 31, 2012

## ARTICLE I

### Offices

Section 1. Principal Executive Office. The principal executive office of the corporation shall be located at: 1601 Turk Street, San Francisco, California 94115. The Board of Directors may change the location of this office. Any such change shall be noted by these Bylaws by the Secretary, opposite this section, or this section may be amended to state the new location.

Section 2. Other Offices. Other offices may at any time be established at any place or places specified by the Board of Directors.

## ARTICLE II

### Membership

Section 1. Voting Members. The voting members of this corporation (referred to in these Bylaws as the “members”) shall be the parents, guardians, custodians or primary caregivers (the “Parents”) of the students enrolled in and attending the San Francisco Charter Early Childhood School (the “School”) and all employees of the School. If a student has two or more Parents, such Parents shall hold the membership jointly as tenants in common, joint tenants, or community property.

The Board of Directors may establish other conditions for voting membership in the corporation.

Section 2. Termination of Memberships. The membership of any member shall terminate upon the occurrence of any of the following events:

- (a) The resignation of the member.
- (b) With respect to any member who becomes such because he or she is an employee of the corporation, the termination of such employee’s employment with the corporation.
- (c) With respect to any member who becomes such because such member’s child is enrolled in and attends the School, upon the termination of such child’s enrollment in the School, through graduation or otherwise.

Section 3. Transfer of Memberships. No member may transfer for value his or her membership or any membership right (other than the right to vote by means of a proxy authorized by these Bylaws). All rights of membership cease on the member’s death or dissolution.

## ARTICLE III

### Meetings of Members

Section 1. Place of Meetings. Meetings of the membership shall be held at any place within or outside the State of California designated by the Board of Directors. In the absence of any such designation, meetings of the members shall be held at the principal executive office of the corporation.

Section 2. Annual Meeting. There shall be a regular meeting of the members on the second Monday in the month of May each year, unless the Board of Directors fixes another date and so notifies the members as provided in Section 3 of this Article III. At the annual meeting, directors shall be elected as required by the Bylaws, reports of the affairs of the corporation shall

be considered, and any other business may be transacted that is within the power of the members.

Section 3. Notice of Annual Meeting. Written notice of each annual meeting shall be given to each member entitled to vote, either personally, or by mail, or by telefacsimile, or by other means of written communication, or by electronic mail for members who have requested notice in that form, with charges prepaid, addressed to the member at the member's address appearing on the books of the corporation or given by the member to the corporation for the purpose of notice. If any notice or report addressed to the member at the address of the member appearing on the books of the corporation is returned to the corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice or report to the member at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the notices shall be available to the member upon written demand or the member at the principal executive office of the corporation for a period of one year from the date of the giving of the notice or report to all other members. If a member gives no address, notice shall be deemed to have been given to such member if sent by mail or other means of written communication addressed to the place where the principal executive office of the corporation is located, or if published at least once in a newspaper of general circulation in the county in which the principal executive office is located.

All such notices shall be given to each member entitled to the notice not less than ten (10) days (or, if sent by means other than first-class, registered, or certified mail, twenty (20) days) nor more than ninety (90) days before each annual meeting. Any such notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication. An affidavit of giving of any such notice in accordance with the foregoing provisions, executed by the Secretary, Assistant Secretary or any transfer agent of the corporation, shall be prima facie evidence of the giving of the notice.

The notice of the meeting shall specify:

- (a) the place, date, and hour of the meeting;
- (b) those matters which the Board of Directors, at the time the notice is given, intends to present for action by the members;
- (c) if directors are to be elected, the names of all those who are nominees at the time the notice is given;
- (d) the general nature of a proposal, if any, to take action when approval of the members is required, including action with respect to (i) removal of directors without cause; (ii) the filling of vacancies on the Board; (iii) amendment of the Articles of Incorporation; or (iv) voluntary dissolution of the corporation; and
- (e) such other matters, if any, as may be expressly required by law.

Section 4. Special Meetings. A special meeting of the members for any lawful purpose or purposes may be called at any time by the Chairperson of the Board (if there is such an officer appointed), by the President, or by the Board of Directors. In addition, a special meeting of the members for the purpose of the removal of directors and election of their replacements may be called by five percent (5%) or more of the members.

Section 5. Notice of Special Meetings. Upon request in writing that a special meeting of members be called, directed to the Chairperson of the Board (if there is such an officer

appointed), President, Vice-President, or Secretary by any person (other than the Board of Directors) entitled to call a special meeting of members, the officer forthwith shall cause notice to be given to the members entitled to vote that a meeting will be held at a time fixed by the Board, not less than thirty-five (35) nor more than ninety (90) days after the receipt of the request. If the notice is not given within twenty (20) days after the receipt of the request, the persons entitled to call the meeting may give the notice. Notice of any special meeting of members shall be given in the same manner as for annual meetings of members. In addition to the matters required by Section 3(a) and, if applicable, Section 3(c) of this Article III of these Bylaws, notice of any special meeting shall specify the general nature of the business to be transacted, and the fact that no other business may be transacted at the meeting.

Section 6. Quorum. The presence in person or proxy of the persons entitled to vote less than a majority but at least one-quarter (1/4) of the voting power at any meeting of members shall constitute a “minimal quorum” for the transaction of business subject to Section 9(c) of this Article III.

The presence in person or by proxy of the persons entitled to vote a majority of the voting power at any meeting of members shall constitute a quorum for the transaction of business. Any meeting of members, whether or not a quorum is present, may be adjourned from time to time by the vote of the holders of a majority of the votes present in person or represented by proxy and entitled to vote, but in the absence of a quorum no other business may be transacted at such meeting, except that the members present or represented by proxy at a duly called or held meeting, at which a quorum is present, may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the members required to constitute a quorum.

Section 7. Adjourned Meeting and Notice. Except as provided below, when a members’ meeting, either regular or special, is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business that might have been transacted at the original meeting. However, no meeting may be adjourned for more than forty-five (45) days. If after adjournment a new record date is fixed for notice or voting, notice of the adjourned meeting shall be given to each member who on the record date for the adjourned meeting is entitled to vote at the adjourned meeting.

Section 8. Record Date.

(a) The Board of Directors may fix a time or times in the future as a record date or dates for the purpose of determining the members entitled to notice of any meeting of members, to vote at such meeting, to cast written ballots with respect to corporate action, to receive any report, or to exercise rights in respect of any other lawful action. The record date so fixed with respect to those entitled to notice of a meeting shall be not more than sixty (60) days nor less than ten (10) days before the date of any such meeting, and the record date so fixed for purposes of voting at a meeting, casting written ballots, receiving reports, or for any other purpose shall not be more than sixty (60) days prior to the date of the meeting, the date the first written ballot is mailed or solicited, or the date of any other action, as the case may be. When a record date is so fixed, only members of record at the close of business on that date are entitled to notice of and to vote at any such meeting, to cast written ballots, to receive any report, or to exercise other

rights, as the case may be, notwithstanding any transfer of any membership on the books of the corporation after the record date, except as otherwise provided in the Articles of Incorporation, these Bylaws, or by law.

(b) If no record date is fixed by the Board of Directors:

(i) The record date for determining members entitled to notice of a meeting of members shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the date on which the meeting is held.

(ii) The record date for determining members entitled to vote at a meeting of members shall be the day of the meeting.

(iii) The record date for determining members entitled to cast written ballots with respect to corporate action shall be the day the first written ballot is mailed or solicited.

(iv) The record date for determining members for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating to the matter, or the 60<sup>th</sup> day prior to the date of such other action, whichever is later.

(c) A determination of members of record entitled to notice of or to vote at a meeting of members shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting; except that if the Board did not fix a record date for determining members entitled to vote at the initial meeting, the record date with respect to voting at the adjourned meeting shall be the day of the adjourned meeting.

#### Section 9. Voting .

(a) Except as may be otherwise provided in the Articles of Incorporation or these Bylaws, each member entitled to vote shall be entitled to one vote on each matter submitted to a vote of the members. Single memberships in which two or more persons have an indivisible interest shall be voted as follows unless the Secretary of the corporation is given notice to the contrary and is furnished with a copy of the instrument or order providing for application of a different rule:

(i) If only one votes, such act binds all joint holders.

(ii) If more than one votes, the act of the majority so voting binds all.

(b) Voting at a meeting of the members may be by voice vote or by ballot; provided, however, that all elections for directors must be by ballot upon demand made by a member at any election before the voting begins.

(c) The affirmative vote of a two-thirds (2/3) super-majority of the Member's votes represented and voting at a duly held meeting at which a "minimal quorum" consisting of less than a normal majority but at least one-quarter (1/4) of the members are present in person or proxy, shall be the act of the members unless prohibited by the California Nonprofit Corporation law. If a quorum is present, the affirmative vote of the majority of the voting power represented and voting at the meeting (which affirmative vote also constitutes at least a majority of the required quorum) shall be the act of the members, unless the vote of a greater number or voting by classes is required by the California Nonprofit Corporation Law, the Articles of Incorporation, or these Bylaws. The term "voting power" for the purpose of these Bylaws shall

mean the power to vote for the election of directors at any time any determination of voting power is made and does not include the right to vote upon the happening of some condition or event that has not yet occurred.

(d) In any election of directors, the candidates receiving the highest number of votes are elected, subject to any lawful provision specifying election by classes.

Section 10. Validation of Defectively Called or Noticed Meetings. The transactions of any meeting of members, however called and noticed, and whatever held, are as valid as though had a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Attendance of a person at a meeting shall constitute a waiver of notice of and presence at such meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by these Bylaws or by the California Nonprofit Corporation Law to be included in the notice if such objection is expressly made at the meeting. Neither the business to be transacted at nor the purpose of any regular or special meeting of members need be specified in any written waiver of notice, consent to the holding of the meeting, or approval of the minutes of the meeting, unless otherwise provided in the Articles of Incorporation or these Bylaws, except the general nature of the proposals listed in Section 3(d) of this Article III of these Bylaws must be specified, to the extent applicable, in any such waiver, consent or approval.

Section 11. Approval by Written Ballot.

(a) Subject to paragraph (e) below, any action that may be taken at any meeting of members, whether regular or special, may be taken without a meeting if the corporation distributes a written ballot to every member entitled to vote on the matter. Such ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the corporation.

(b) Approval by written ballot pursuant to this section shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(c) Ballots shall be solicited and counted in a manner consistent with the requirements of Section 3 and of Section 9(c) of this Article III. All such solicitation shall indicate the number of responses needed to meet the quorum requirement and, with respect to ballots other than for the election of directors, shall state the percentage of approvals necessary to pass the measure submitted. The solicitation must specify the time by which the ballot must be received in order to be counted. In the event that the corporation has one hundred (100) or more members, any ballot distributed to ten (10) or more members shall conform and be subject to the requirements for proxies set forth in Section 10(b) of this Article III.

(d) Written ballots may not be revoked.

- (e) Directors may be elected by written ballot.
- (f) The provisions of this section do not apply to a ballot.

Section 12. Action Without a Meeting. Any action required or permitted to be taken by the members may be taken without a meeting, if *a majority of* members shall individually or collectively consent in writing to the action. The written consent or consents shall be filed with the minutes of the proceedings of the members. The action by written consent shall have the same force and effect as *a* vote of the members under the rules for a written ballot in Section 11. The consents for the action must be collected within a thirty (30) day period.

Section 13. Inspectors of Election.

(a) In advance of any meeting of members, the Board of Directors may appoint inspectors of election to act at the meeting and any adjournment of the meeting. If inspectors of election are not so appointed, or if any persons so appointed fail to appear or refuse to act, the chairperson of any such meeting may, and on the request of any member or the holder of a member's proxy shall, appoint inspectors of election (or persons to replace those who so fail or refuse) at the meeting. The number of inspectors shall be either one or three. If appointed at a meeting on the request of one or more members or holders of proxies, the majority of members represented in person or by proxy shall determine whether one or three inspectors are to be appointed. In the case of any action by written ballot (Section 13 of this Article), the Board may similarly appoint inspectors of election to act with powers and duties as set forth in this Section.

(b) The inspectors of election shall determine the number of memberships outstanding and the voting power of each, the number represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies; receive votes, ballots, or consents; hear and determine all challenges and questions in any way arising in connection with the right to vote; count and tabulate all votes or consents; determine when the polls shall close; determine the result; and do such acts as may be proper to conduct the election or vote with fairness to all members.

(c) The inspectors of election shall perform their duties impartially, in good faith, to the best of their ability, and as expeditiously as is practical. If there are three inspectors of election, the decision, act, or certificate of a majority is effective in all respects as the decision, act, or certificate of all. Any report or certificate made by the inspectors of election is prima facie evidence of the facts stated in the report or certificate.

**ARTICLE IV**

**Board of Directors**

Section 1. Powers. Subject to the provisions of the California Nonprofit Corporation Law and any limitations in the Articles of Incorporation and these Bylaws relating to actions required to be approved by the members, the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors. The Board of Directors may delegate the management of the day-to-day operation of the business of the corporation to a management company, committee (however composed), or other person, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board of Directors.

## ARTICLE IV

### Board of Directors

Section 1. Powers. Subject to the provisions of the California Nonprofit Corporation Law and any limitations in the Articles of Incorporation and these Bylaws relating to actions required to be approved by the members, the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors. The Board of Directors may delegate the management of the day-to-day operation of the business of the corporation to a management company, committee (however composed), or other person, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board of Directors.

Section 2. Number and Qualification of Directors. The authorized number of directors of the corporation shall be no more than fifteen (15) until changed by an amendment of the Articles of Incorporation or these Bylaws amending this Section 2 duly adopted by the members. At least one seat on the Board of Directors of this Corporation shall be reserved for one (1) employee of the Corporation and at least four seats shall be reserved for four (4) "greater community" directors, defined as directors who are neither CACS parents nor other interested parties as defined by Article IV, section 3 of these bylaws). A majority of the remaining directors shall consist of Parents who are members of this Corporation.

Section 3. Restriction on Interested Directors. Not more than forty-nine percent (49%) of the persons serving on the Board of Directors at any time may be interested persons. An interested person is (1) any person being compensated by the Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (2) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions of this section shall not affect the validity or enforceability of any transaction entered into by the corporation.

Section 4. Election and Term of Office . The directors, except for the four (4) "greater community" directors, shall be elected at each annual meeting of the members, but, if any such annual meeting is not held or the directors are not elected at the meeting, the directors may be elected at any regular meeting of the members. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified. A director may succeed himself or herself in office.

The "greater community" directors shall be appointed by a majority vote of the Board of Directors, and shall have a term of no longer than two (2) years.

The "Employee of the Corporation" on the CACS Board will be elected by the staff of CACS at a meeting of the staff.

In order to create more continuity on the Board of Directors, staggered elections shall be established in the following manner: The directors of the corporation shall be elected for two (2) year terms. After serving a term, directors may be reelected for subsequent terms.

Directors elected by the members shall be nominated and elected in accordance with the procedures set forth in Article V of these Bylaws.

Section 5. Vacancies and Removal. A vacancy in the Board of Directors shall be deemed to exist on the occurrence of the following: (i) the death, resignation, or removal of any director; (ii) the declaration by the Board of Directors of a vacancy in the office of a director who has been declared of unsound mind by a final order of court, or has been convicted of a felony, or has been found by a final court order or judgment of any court to have breached any duty under Sections 5230-38 of the California Corporations Code dealing with standards of conduct for directors, or has missed three (3) meetings of the Board of Directors; (iii) an increase in the authorized number of directors; (iv) the failure of members, at any annual or regular meeting of members at which any directors are elected, to

elect the full authorized number of directors to be voted for at the meeting; or (v) the affirmative vote of the members to remove a director in accordance with the voting requirements of Section 5222 of the California Corporations Code.

Vacancies in the Board of Directors may also be filled by a 2/3 super-majority vote of the remaining Board of Directors votes represented and voting at a duly held meeting at which a 2/3 super-majority quorum of Directors is present. However, at no time can the number of appointed Directors exceed the number of elected Directors.

Any director may resign effective upon giving written notice to the Chairperson of the Board (if there is such an officer appointed), the President, the Secretary, or the Board of Directors of the corporation, unless the notice specifies a later time for the effectiveness of the resignation. If the resignation is effective at a future time, the successor may be elected to take office when the resignation becomes effective. Unless the California Attorney General is first notified, no director may resign when the corporation would then be left without a duly elected director or directors in charge of affairs.

No reduction of the authorized number of directors shall have the effect of removing any director to the expiration of the director's term of office.

Section 6. Place of Meetings; Meetings by Telephone. Regular meetings of the Board of Directors may be held at any place within or outside the State of California that has been designated from time to time by the Board. In the absence of such designation, the annual meeting shall be held at the place where the annual meeting of the members is held, and other regular meetings shall be held at the principal executive office of the corporation. Special meetings of the Board shall be held at any place within or outside the State of California that has been designated in the notice of the meeting or, if not stated in the notice, or if there is no notice, at the principal executive office of the corporation. Notwithstanding the above provisions of this Section 6, a regular or special meeting of the Board of Directors may be held at any place consented to in writing by all the Board members, either before or after the meeting. If consents are given, they shall be filed with the minutes of the meeting. Any meeting, regular or special, may be held by conference telephone or similar communications equipment, as long as all directors participating in the meeting can hear one another, and all such directors shall be deemed to be present in person at such meeting.

Section 7. Annual Meeting. Following the annual meeting of members, the Board of Directors shall hold a regular meeting for the purpose of appointing officers of the corporation and otherwise organizing and for the transaction of other business.

Section 8. Other Regular Meetings. Other regular meetings of the Board of Directors shall be held at such times as are fixed by the Board of Directors.

Section 9. Special Meetings. Special meetings of the Board of Directors for any purpose may be called at any time by the chairperson of the Board (if there is such an officer appointed), the President, any Vice-President, the Secretary, or any two directors.

Written notice of the time and place of special meetings shall be delivered personally to each director or communicated to each director by telephone, or by *electronic mail for directors who have requested notice in that form*, or *overnight mail or message*, with charges prepaid, addressed to the director at the director's address as it is shown upon the records of the corporation or, if it is not so shown on such records or is not readily ascertainable, at the place at which the meetings of the directors are regularly held. In case such notice is mailed, it shall be deposited in the United States mail at least four (4) days prior to the time of the holding of the meeting. In case such notice is delivered, personally or by telephone, it shall be so delivered at least *twenty-four (24)* hours prior to the time of the holding of the meeting. Such mailing, *electronic mail*, or delivery, personally or by telephone, shall be due, legal, and personal notice to such director.

Notice of a meeting need not be given to any director who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes of the meeting, whether before or after the meeting, or who attends the meeting without protesting, prior to the meeting or at its commencement, the lack of notice to such director. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Additionally notice of a special meeting must be posted twenty-four (24) hours in advance in a public place and sent by electronic mail to members who have requested such notice.

Section 10. Emergency Meetings. When an emergency situation exists that is causing or would cause work stoppage or other activity which impairs public health, safety or both, an emergency meeting may be called by the President, any Vice-President, the Secretary, or any two directors.

Notice of the meeting must be made at least one hour in advance by telefacsimile, telephone, personally delivered written message, or verbal communication to the directors and any media outlets which have requested such notice.

At the conclusion of the meeting, the minutes of the meeting, a list of persons who the Board notified or attempted to notify, a copy of the rollcall vote, and any actions taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

Section 11. Action at a Meeting: Quorum and Required Vote. Presence of a majority of the authorized number of directors at a meeting of the Board of Directors constitutes a quorum for the transaction of business, except as otherwise provided in these Bylaws. Every act done or decision made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number, or the

same number after disqualifying one or more directors from voting, is required by the Articles of Incorporation, these Bylaws, or the California Nonprofit Corporation Law. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting, subject to any applicable requirements for approval by a greater number or a disinterested majority.

Section 12. Adjourned Meeting and Notice. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 13. Fees and Compensation. Directors and members of committees shall not receive compensation for their services as such. Directors and members of committees may receive such reasonable reimbursement for expenses, as may be fixed or determined by resolution of the Board of Directors.

## ARTICLE V

### Certain Director Election Procedures

Section 1. Nominating Committee. In the absence of the requisite number of nominations being made pursuant to Section 2 of this Article V, and in accordance with the requirements of Article VI relating to committees of directors, the Board of Directors may appoint a committee of directors to select qualified candidates for election to the Board of Directors at least sixty (60) days before the date of any election of directors by the members. The committee shall make its report at least thirty (30) days before the date of the election, and the Secretary of the corporation shall forward to each member, with the notice of meeting required by Section 3 of Article III of these Bylaws, a list of candidates so nominated along with the names of any persons duly nominated by the members as of that time.

Section 2. Nominations by Members. Members representing ten percent (10%) of the voting power may nominate candidates for directorships at any time before the end of the thirtieth day preceding such election or, if directors are to be elected by written ballot pursuant to Article III, Section 12 of these Bylaws, preceding the printing of the written ballots. On timely receipt of a petition signed by members representing the required number of votes, the Secretary shall cause the names of candidates named on it to be placed on the ballot along with those candidates named by the nominating committee.

Section 3. Nominations from the Floor. If there is a meeting to elect directors, any member present at the meeting in person or by proxy may place names in nomination.

Section 4. Mailing Election Material. On written request by any nominee for election to the Board of Directors and accompanying payment of the reasonable costs of mailing (including postage), the corporation shall, within ten (10) business days after the request (provided payment has been made), mail to all members, or such portion of them as the nominee may reasonably specify, any material that the nominee may furnish and that is reasonably related to the election, provided the material does not violate privacy laws or California Education Code.

Section 5. Refusal to Publish or Mail Material. The corporation may not decline or mail material that it is otherwise required by these Bylaws to publish or mail on behalf of any

nominee, on the basis of the content of the material, except that the corporation or any of its agents, officers, directors, or employees may seek a court order allowing them to delete material that the court finds will expose the moving party to liability. The nominee on whose behalf such material was published or mailed shall be liable and shall indemnify and hold harmless the corporation, its agents, officers, directors, and employees and each of them against and from all demands, costs, including reasonable legal fees and expenses, claims, damages, and causes of action arising out of such material or any such mailing or publication.

Section 6. Use of Corporate Funds to Support Nominee. Without authorization of the Board of Directors, no corporate funds may be expended to support a nominee for director after there are more people nominated for director than can be elected.

## ARTICLE VI

### Committees

Section 1. Committee of Directors. The Board of Directors may, by resolution adopted by a majority of the directors then in office, provided that a quorum is present, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the Board. The Board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. The appointment of members or alternate members of a committee requires the vote of a majority of the directors then in office, provided that a quorum is present. Any such committee, to the extent provided in the resolution of the Board of Directors or in these Bylaws, shall have all the authority of the Board of Directors, except that no committee, regardless of Board resolution may:

- (a) Approve any action that, under the California Nonprofit Corporation Law, also requires the affirmative vote of the members of a public benefit corporation.
- (b) Fill vacancies on the Board of Directors or in any committee that has the authority of the Board.
- (c) Fix compensation of the directors for serving on the Board or on any committee.
- (d) Amend or repeal bylaws or adopt new bylaws.
- (e) Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or repealable.
- (f) Appoint any other committees of the Board of Directors or the members of such committees.
- (g) Expend corporate funds to support a nominee for director after there are more people nominated for director than can be elected.
- (h) Approve any transaction between the corporation and one or more of its directors in which the director or directors have a material financial interest, except as provided by Section 5233 of the California Corporations Code.

Section 2. Committees That Include Other Than Board Members. The Board of Directors may, by resolution, designate one or more committees whose members need not be composed entirely of Board members. Such committees shall not have the authority of the Board. However, the Board may delegate powers to any such committee as provided for in Section 1 of Article IV of these Bylaws, except that the Board may not designate any of the powers enumerated in

Section 1 of this Article VI.

Section 3. Meetings and Actions of Committees. Meetings and actions of all committees shall be governed by, and held and taken in accordance with, the provisions of Sections 6 through 12 of Article IV of these Bylaws, concerning meetings and actions of directors, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board of Directors. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board of Directors may adopt rules not inconsistent with the provisions of these Bylaws for the government of any committee.

## ARTICLE VII

### Officers

Section 1. Officers. The officers of the corporation shall consist of the President, the Secretary, and the Treasurer, and each of them shall be appointed by the Board of Directors. The corporation may also have a Chairperson of the Board, one or more Vice-Presidents, one or more Assistant Secretaries and Assistant Treasurers, and such other officers as may be appointed by the Board of Directors, or with authorization from the Board of Directors by the President or some other officer. The order of seniority of the Vice Presidents shall be in the order of their nomination, unless otherwise determined by the Board of Directors. The Board of Directors shall designate one officer as the chief financial officer of the corporation. In the absence of such designation, the Treasurer shall be the chief financial officer. Any two or more offices may be held by the same person, except that neither the Secretary nor the chief financial officer may serve concurrently as either the President or the Chairperson of the Board. The Board of Directors may appoint, and may empower the President or another officer to appoint, such other officers as the activities of the corporation may require, each of whom shall have such authority and perform such duties as are provided in these Bylaws or as the Board of Directors may from time to time determine.

All officers of the corporation shall hold office from the date appointed to the date of the next succeeding annual meeting of the Board of Directors, and until the successors to such officers are elected and qualified; provided that all officers, as well as any other employee or agent of the corporation, may, subject to any claim for breach of contract based on any contractual arrangements between any such person and the corporation, be removed at any time at the pleasure of the Board of Directors, or, except in the case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors, and upon the removal, resignation, death, or incapacity of any officer, the Board of Directors, or the President or another officer in cases where the President or another officer has been vested by the Board of Directors with power to appoint, may declare such office vacant and fill such vacancy.

Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary of the corporation, without prejudice, however, to the rights, if any, of the corporation under any contract to which such officer is party. Any resignation shall take

effect on the date of the receipt of such notice or at any later time specified in the resignation; and unless otherwise specified in the resignation, the acceptance of the resignation shall not be necessary to make it effective.

Section 2. Duties of the Chairperson of the Board. The Chairperson of the Board (if there is such an officer appointed) shall, when present, preside at all meetings of the Board of Directors and shall perform all the duties commonly incident to that office. The Chairperson of the Board shall have authority to execute in the name of the corporation all bonds, contracts, deeds, leases, and other written instruments to be executed by the corporation (except where by law the signature of the President is required), and shall perform such other duties as the Board of Directors may from time to time determine.

Section 3. Duties of the President. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairperson of the Board, the President shall be the general manager and chief executive officer of the corporation and shall perform all the duties commonly incident to that office. The President shall preside at all meetings of the members and, in the absence of the Chairperson of the Board, or, if there is none, at all meetings of the Board of Directors, and shall perform such other duties as the Board of Directors may from time to time determine.

Section 4. Duties of the Vice-President. The Vice-Presidents (if there be such officers appointed), in the order of their seniority unless otherwise established by the Board of Directors, may assume and perform the duties of the President in the absence or disability of the President or whenever the offices of the Chairperson of the Board and President are vacant. The Vice-Presidents shall have such titles, perform such other duties, and have such other powers as the Board of Directors or the President shall designate from time to time.

Section 5. Duties of the Secretary and Assistant Secretaries. The Secretary shall record or cause to be recorded, and shall keep or cause to be kept, at the principal executive office and such other place as the Board of Directors may order, a book of minutes of actions taken at all meetings of directors, committees, and members, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at such director and committee meetings, the number of votes present or represented at members' meetings, and the proceedings of all such meetings.

The Secretary shall keep, or cause to be kept, at the principal executive office a record of the members of the corporation, showing the names of all members, their addresses, and the class of membership held by each.

The Secretary shall give, or cause to be given, notice of all of the meetings of the members, of the Board of Directors, and of the committees of this corporation required by these Bylaws or by law to be given, shall keep the seal of the corporation (if any) in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these Bylaws.

The President may direct any Assistant Secretary to assume and perform the duties of the Secretary in the absence or disability of the Secretary, and each Assistant Secretary shall perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

Section 6. Duties of the Treasurer and Assistant Treasurers. The Treasurer shall keep and

maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements.

The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the President and directors, whenever they request it, an account of all the Treasurer's transactions as Treasurer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws. The Board of Directors shall develop safeguards and procedures for the disbursement of the funds of the Corporation.

If required by the Board of Directors, the Treasurer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of the Treasurer's office and for restoration to the corporation of all its books, papers, vouchers, money, and other property of every kind in the Treasurer's possession or under the Treasurer's control on the Treasurer's death, resignation, retirement, or removal from office.

The President may direct any Assistant Treasurer to assume and perform the duties of the Treasurer in the absence or disability of the Treasurer, and each Assistant Secretary shall perform such other duties and have such powers as the Board of Directors or the President shall designate from time to time.

Section 6. Duties of Treasurer and Assistant Treasurers. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements.

The Treasurer shall deposit all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the President and directors, whenever they request it, an account of all the Treasurer's transactions as Treasurer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws. The Board of Directors shall develop safeguards and procedures for the disbursement of the funds of the Corporation.

If required by the Board of Directors, the Treasurer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of the Treasurer's office and for restoration to the corporation of all its books, papers, vouchers, money, and other property of every kind in the Treasurer's possession or under the Treasurer's control on the Treasurer's death, resignation, retirement, or removal from office.

The President may direct any Assistant Treasurer to assume and perform the duties of the Treasurer in the absence or disability of the Treasurer, and each Assistant Treasurer shall perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

## ARTICLE VIII

### **Indemnification of Directors, Officers, Employees, and other Agents of the Corporation; Purchase of Liability Insurance**

(a) For the purposes of this article, “agent” means any person who is or was a director, officer, employee, or other agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation; “proceeding” means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and “expenses” include without limitation attorneys’ fees and any expenses of establishing a right to indemnification under paragraph (d) or paragraph (e)(3) of this article.

(b) The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under Section 5233 of the California Corporations Code, or an action brought by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person’s conduct was unlawful.

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

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

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

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

(d) To the extent that an agent of the corporation has been successful on the merits in defense of any proceeding referred to in paragraph (b) or (c) or in defense of any claim, issue, or matter in the proceeding, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection with the proceeding.

(e) Except as provided in paragraph (d), any indemnification under this article shall be made by the corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in paragraph (b) or (c), by:

(i) A majority vote of a quorum consisting of directors who are not parties to such proceeding;

(ii) Approval or ratification by the affirmative vote (or written ballot in accordance with Section 12 of Article III of these Bylaws) of a majority of the votes represented and voting at a duly held membership meeting at which a quorum is present (which affirmative votes also constitute a majority of the required quorum); for such purpose, any membership help by the person to be indemnified shall not be considered outstanding or entitled to vote on the matter; or

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

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

(g) Nothing contained in this article shall affect any right to indemnification to which persons other than directors and officers of the corporation or any such subsidiary of the corporation may be entitled by contract or otherwise.

(h) No indemnification or advance shall be made under this article, except as provided in paragraph (d) or subdivision (e)(3), in any circumstance when it appears:

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

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

(i) Upon and in the event of a determination by the Board of Directors of the corporation to purchase indemnity insurance, the corporation shall purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the corporation

would have the power to indemnify the agent against such liability under the provisions of this article; provided, however, that the corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the corporation for a violation of Section 5233.

(j) This article does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in such person's defined in paragraph (a). The corporation shall have the power to indemnify such trustee, investment manager, or other fiduciary to the extent permitted by paragraph (f) of Section 207 of the California Corporations Code.

## **ARTICLE IX**

### **Execution of Corporate Instruments, and Voting of Stocks and Memberships Held by the Corporation**

Section 1. Execution of Corporate Instruments. The Board of Directors may, in its discretion, determine the method and designate the signatory officer or officers or other person or persons to execute and corporate instrument or document, or to sign the corporate name without limitation, except when otherwise provided by law, and such exception or signature shall be binding upon the corporation.

Unless otherwise specifically determined by the Board of Directors or otherwise required by law, formal contracts of the corporation, promissory notes, deeds of trust, mortgages and other evidences of indebtedness of the corporation, and other corporate instruments or documents, and certificates of shares of stock owned by the corporation, shall be executed, signed, or endorsed by the Chairperson of the Board (if there is such an officer appointed) or the President or any Vice President and by the Secretary or Treasurer or any Assistant Secretary or Assistant Treasurer.

All checks and drafts drawn on banks or other depositaries on funds to the credit of the corporation, or in special accounts of the corporation, shall be signed by such person or persons as the Board of Directors shall authorized to do so.

Section 2. Ratification by Members. The Board of Directors may, in its discretion, submit any contract or act for approval or ratification of the members at any regular meeting of members, or at any special meeting of members called for that purpose; and any contract or act that shall be approved or ratified by the holders of a majority of the voting power of the corporation shall be as valid and binding upon the corporation and upon the members as though approved or ratified by each and every member of the corporation, unless a greater vote is required by these Bylaws or by law for such purpose.

Section 3. Voting of Stocks Owned by Corporation. All stock of other corporations or memberships in other corporations owned or held by the corporation for itself, or for other parties in any capacity, shall be voted, and all proxies with respect to such stock or memberships shall be executed, by the person authorized to do so by resolution of the Board of Directors, or in the absence of such authorization, by the Chairperson of the Board (if there is such an officer appointed), the President, or any Vice President or by any other person authorized to do so by the Chairperson of the Board, President, or any Vice President.

## **ARTICLE X**

### **Annual Report**

Except as provided below, the corporation shall make available to its members and to its directors no later than 120 days after the close of the fiscal year, a report containing the following information in appropriate detail:

- (i) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year.
- (ii) The principal changes in assets and liabilities, including trust funds, during the fiscal year.
- (iii) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year.
- (iv) The expenses or disbursements of the corporation, for both general and restricted purposes, during the fiscal year.
- (v) Any information required by California Corporations Code Section 6322.

The report shall be accompanied by any pertinent report of independent accountants, or, if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

This article does not apply to the corporation which received less than twenty-five thousand dollars (\$25,000) in gross revenue or receipts during the fiscal year, with the exception that a report meeting the above requirements must be furnished annually to all directors and to any member who requests it in writing and that the information referred to in paragraph 5 above must be furnished to all members and directors within 120 days after the close of the corporation's fiscal year.

If the corporation solicits in writing contributions from five hundred (500) or more persons, it need not send the report described above to members, with the exception of the information referred to in paragraph 5 above, if it:

- (vi) Includes with any written material used to solicit contributions a written statement that its latest annual report will be mailed upon request and that such request may be sent to the corporation at a name and address which is set forth in the statement;
- (vii) Promptly mails a copy of its latest annual report to any person who requires a copy; and
- (viii) Causes its annual report to be published not later than 120 days after the close of its fiscal year in a newspaper of general circulation in the county in which its principal office is located.

## **ARTICLE XI**

### **Maintenance and Inspection of Corporate Records**

**Section 1. Maintenance and Inspection of Articles and Bylaws.** The corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal business office in California, the original or a copy of its Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the members at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of California and the corporation has no principal business office in California,

the Secretary shall, on the written request of any member, furnish to that member a copy of the Articles of Incorporation and Bylaws as amended to date.

Section 2. Access to Membership List.

(a) Subject to paragraphs (b) and (c) of this section, and unless the corporation provides a reasonable alternative pursuant to this paragraph (a), a member may do either or both of the following as permitted by this paragraph:

(i) Inspect and copy the record of all members' names, addresses, and voting rights, at reasonable times, upon five (5) business days' prior written demand upon the corporation, which demand shall state the purpose for which the inspection rights are requested; or

(ii) Obtain from the Secretary of the corporation, upon written demand and tender of a reasonable charge, a list of the names, addresses, and voting rights of those members entitled to vote for the election of directors, as of the most recent record date for which it has been compiled or as of a date specified by the member subsequent to the date of demand. The demand shall state the purpose for which the list is requested. The membership list shall be made available on or before the later of ten (10) business days after the demand is received or after the date specified in the demand as the date as of which the list is to be compiled.

The rights set forth in this paragraph may be exercised by:

(iii) Any member, for a purpose reasonably related to such person's interest as a member. When the corporation reasonably believes that the information will be used for another purpose, or when it provides a reasonable alternative pursuant to this paragraph, it may deny the member access to the list.

(iv) The authorized number of members (as defined in California Corporations Code Section 5036) for a purpose reasonably related to the members' interest as members.

(b) The corporation may, within ten (10) business days after receiving a demand under this paragraph, deliver to the person or persons making the demand a written offer of an alternative method of achieving the purpose identified in the demand without providing access to or a copy of the membership list. An alternative method that reasonably and in a timely manner accomplishes the proper purpose set forth in a demand made under this paragraph, such as an offer to mail promptly any material or a notarized list of the total number of memberships and classes of members, shall be deemed a reasonable alternative, unless within a reasonable time after acceptance of the offer shall be in writing and shall indicate the reasons the alternative proposed by the corporation does not meet the proper purpose of the demand made pursuant to this paragraph.

(c) Pursuant to Section 6331 of the California Nonprofit Corporation Law, the corporation may petition the Superior Court of the proper county for an order setting aside the demand for the membership list. By California employment law and California Education Code employee and student family information cannot be released without written authorization from employees and student families respectively.

Section 3. Maintenance and Inspection of Other Corporate Records. The accounting books, records, and minutes of proceedings of the members and the Board of Directors and any committees of the corporation shall be kept at such places designated by the Board of Directors,

or, in the absence of such designation, at the principal executive office of the corporation. The minutes shall be kept in written or typed form, and the accounting books and records shall be kept either in written or typed form or in any form capable of being converted into written, typed, or printed form.

The minutes and accounting books and records shall be open to inspection on the written demand of any member at any reasonable time for a purpose reasonably related to the member's interests as a member.

Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the corporation and each of its subsidiary corporations.

Section 4. Inspection by Agents. Any inspection provided for under this Article XI may be made in person or by agent or attorney and includes the right to copy and make extracts. Any right of inspection also extends to the records of each subsidiary of the corporation.

## **ARTICLE XII**

### **Amendments**

Section 1. Power of Members. New bylaws may be adopted or these Bylaws may be amended or repealed by the affirmative vote of a majority of the votes represented and voting at a duly held meeting at which a quorum is present (which affirmative votes also constitute a majority of the required quorum) or written ballot in conformity with Section 12 of Article III.

Additionally, new bylaws may be adopted or these Bylaws may be amended or repealed by the affirmative vote of a two-thirds (2/3) super-majority of the Member's votes represented and voting at a duly held meeting at which a "minimal quorum" consisting of less than a normal majority but at least one-quarter (1/4) of the members are present in person or proxy.

Section 2. Power of Directors. Subject to limitations in the Nonprofit Corporation Law on the powers of directors to adopt, amend, or repeal bylaws relating to certain matters, any of these Bylaws, with the exceptions of Article III Section 6, Article III Section 9(c), Article IV Section 2, Article IV Section 5, may be adopted, amended, or repealed by the Board of Directors by the affirmative vote of a two-thirds (2/3) super majority of the Board of Director's voting at a duly held meeting at which a two-thirds (2/3) super quorum is present.

## **ARTICLE XIII**

### **Construction and Definitions**

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the California Nonprofit Corporation Law as amended from time to time shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural number includes the singular, and the term "person" includes a corporation as well as a natural person.

## **ARTICLE XIV**

### **Corporate Seal**

The corporate seal shall consist of a circular die bearing the name of the corporation, the state in which it was incorporated, and the date of its incorporation. If and when authorized by the Board of Directors, a duplicate of the corporate seal may be kept and used by such officer or person as the Board of Directors may designate.

---

## Appendix J: 2013-14 Board of Directors

---

### **Melanie Brooks**

Melanie Brooks is currently a professional mom and board member. She served for four years as the Fundraising and Auction chair on the board of directors for Laurel Hill Nursery School and was the Auction Chair for the 2013 CACS auction. She's currently (and always!) trying to cool up plans for the next great CACS fundraising event. In her spare time, she can be found hanging out with her two favorite CACS students and enjoying her favorite things—San Francisco's fantastic food and great music.

### **Jeannie Chen, (Treasurer)**

Jeannie is currently a product manager at Visa Inc. focused on mobile and innovation products. Prior to Visa, she worked in investment banking and private equity/leveraged finance, and she holds a BA in Economics from the University of Chicago. During her time in Chicago, she served part-time as an elementary school ESL assistant teacher and was part of efforts to start two different charter schools. An artist herself, Jeannie brings her passion for the creative arts and education to the Board. A self-proclaimed "foodie," she enjoys baking, eating good food, and exploring new restaurants.

### **Robert Cocks**

Rob is currently a Sales Executive at Google, and has been working in technology in the Bay Area for the last ten years. He gained experience in non-profit development working on annual campaign for Woodruff Arts Center in Atlanta, Georgia. An Emory graduate and an Berkeley MBA, Rob lives in San Francisco with his wife and preschool aged daughter.

### **Ania Corcilus**

Ania moved from Berlin, Germany to San Francisco in 2011. She immediately fell in love with CACS, where all of her three children became students. Ania is a visual artist who has show her films, performances, and installations in commercial galleries and alternative spaces both in Europe and the United States. Additionally, she has worked as a curator and project manager for non-profit art organizations in Berlin and beyond. Ania's professional experience and her passion for art and arts integration in public schools inspires her to join the board of directors. Her daughter is now a sophomore at SOTA, and her two sons attend sixth and second grade at CACS.

### **Brent Daniel, (Vice President)**

Brent has been a process improvement expert in high tech firms in the Bay Area for over a dozen years. He has expertise in metrics, qualitative and quantitative analysis, as well as change management. Brent holds an undergraduate degree from Columbia and an MBA from Berkeley and is the father of twins in first grade at CACS.

### **Karen Decker, (Family Association Co-Chair)**

Karen has more than 15 years of experience in non-profit management and community organization with a focus on cross-cultural community building around environmental issues. She has worked for Pesticide Action Network, Global Exchange, Bank Information Center, and the Volunteer Center of San Mateo County where she recruited and supervised volunteers and trained organizations on volunteer management. She has also served on the Board of GRID Alternatives and Miraloma Cooperative Nursery School. She is the mom of a third grader and a kindergarten student. She enjoys traveling, cultural events, reading and flea markets.

### **Jen Gette, (Secretary)**

Jen has over 14 years of sales experience, mostly in the advertising and pharmaceutical sectors, and currently works as a Key Account Manager at Allergen, a specialty pharmaceutical company located in Irvine, CA. She has also served on the boards of Golden Gate Mothers Group, where she was Editor-in-Chief of the monthly magazine publication, and for Kids by the Bay Preschool, a CCLC preschool where she was vice-president. Jen's hobbies include travel, food/wine, family, friends, music, being outdoors, connecting with other people, and helping her kids explore their interests. She has two children at CACS, one in 2nd grade and one in kindergarten.

---

## Appendix J: 2013-14 Board of Directors

---

### **Kate Maselli Zimman**

Kate has spend over 10 years working to improve public education. This passion began when she taught Physics and Biology in Cambridge, MA and in San Francisco, CA, and continued with work as a school coach helping schools to implement practices towards closing the achievement gap and as a mentor for student teachers. Kate holds a Masters Degree in Education from Harvard University with a focus in Teaching & Learning and a Bachelors degree in Physics from Bowdoin College. Kate's daughter is currently in 1st grade, and her son will start at CACS in two years.

### **Neal Mueller**

Neal is a technologist and serial adventurer. He heads product marketing for Shape Security, a web security company. Neal has raised funds to personally summit Mount Everest unguided, climb the 7 Summits, swim the English Channel and row across the Arctic Ocean. He believes that an investment in education pays the best interest, and is therefore motivated to help CACS achieve excellence through community and corporate fundraising. He has an MBA from Wharton and an undergraduate degree with honors from Pen in Political Science.

### **Brooke Nagel, (*Staff Representative*)**

Brooke came to Creative Arts after five years of teaching bilingual students in San Jose. She earned her BA in English and BS in elementary education at Boston University and received her MA in Arts and Arts Education from Columbia University Teachers' College. She ran an afterschool visual arts program while teaching in San Jose and is committed to advocating for the arts in public education. Brooke also enjoys traveling, visiting museums, and biking.

### **Dan Schwarzlander, (*President*)**

Dan is a small business owner who provides training and technology services to Bay area businesses. He believes a schools should be ambitious and visionary in what they offer to the children and families they serve. In his free time he likes to cook, tinker and spend time outdoors, and especially with his kids.

### **Cliff Tsang**

Cliff is currently the manager of business development at the startup HotelTonight. He holds a BS in Business Administration from UC Berkeley, and has worked both as a financial analyst at Goldman Sachs and as a 3rd/4th grade teacher in Huston Texas through Teach for America. He brings a dual passion for elementary education and the performing arts to the board. In his spare time, Cliff enjoys basketball, hiking, biking, camping, and learning about and using the latest tech gadgets.

---

## **Appendix K: Conflicts of Interest Code Policy**

---

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF CREATIVE ARTS CHARTER SCHOOL APROVING A CONFLICTS OF INTEREST CODE POLICY**

WHEREAS, Creative Arts Charter School ("School") is subject to the Political Reform Act, as set forth in California Government Code section 87100; and

WHEREAS, under the Political Reform Act, state and local government agencies are required to adopt and promulgate Conflict of Interest Codes; and

WHEREAS, in accordance with the above referenced section of the Political Reform Act, the Board desires to adopt policies stating the procedures to be followed when making School records available for inspection and copying.

THE BOARD OF DIRECTORS OF CREATIVE ARTS CHARTER SCHOOL DOES HEREBY RESOLVE AS FOLLOWS:

#### **CACS Conflicts of Interest Code Pursuant to the Political Reform Act of 1974** **(Government Code §§ 87100, et seq.)**

##### ***I. Adoption***

The CACS Board of Directors hereby adopts this Conflict of Interest Code ("Code"), which shall apply to all governing board members, candidates for member of the board, and all other designated employees of the **Creative Arts Charter** ("School").

##### ***II. Definitions***

"Designated Employees" are employees of the School, Board members and candidates who hold positions that involve the making or participation in the making of decisions that may foreseeably have a material effect on any financial interest. The designated positions are listed in Exhibit "A" attached to this policy and incorporated herein by reference.

"Common Directors" are those Board members that sit on the Board of Directors of the School and the board of directors of another corporation with which the School is considering entering a contract or transaction.

"Interested Directors" are those Board members, or their family members, compensated by the School for services rendered to it within the previous 12 months, whether as a full- or part-time employee, independent contractor or otherwise, excluding any reasonable compensation paid to a director as director.

##### ***III. Disclosure Statements***

###### **A. Statement of Economic Interest**

Each designated employee, including governing board members and candidates, shall file a Statement of Economic Interest ("Statement") at the time and manner prescribed below, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee's position is assigned in Exhibit A.

An investment, interest in real property or income shall be reportable if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or by participation in the decision by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in Exhibit B.

## **Contents of Statements**

**Initial Statements:** Initial Statements shall disclose any reportable investments, interests in real property, business positions held on the effective date of the Code and income received during the twelve (12) months prior to the effective date of the Code.

**Assuming Office Statements:** Assuming Office Statements shall disclose any reportable investments, business positions, interests in real property held on, and income received during the 12 months before the date of assuming office or the date of being appointed or nominated.

**Annual Statements:** Annual Statements shall disclose reportable investments, business positions, interests in real property and income held or received at any time during the previous calendar year or since the date the designated employee took office if during the calendar year.

**Leaving Office Statement:** Leaving Office Statements shall disclose reportable investments, business positions, interests in real property and income held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.

## **Timing of Filings**

An initial Statement shall be filed by each designated employee within 30 days after the effective date of the Code. Thereafter, each new designated employee shall file a Statement within 30 days after assuming office. Each designated employee shall file an annual Statement 30 days after the charter school's annual meeting. **[Note: See the Conflicts of Interest Code in the Policy binder for a further discussion of this section.]** Every designated employee who leaves office shall file a Statement within 30 days of leaving office.

## **Statements Filed With the Charter School**

All Statements shall be supplied by the Charter School on forms prescribed by the Fair Political Practices Commission. All Statements shall be filed with the Charter School. The Charter School's filing officer shall make and retain a copy and forward the original to the County Board of Supervisors.

### **B. Common Director Disclosure Statement**

At the commencement of an individual's term with the Charter School and at the beginning of each fiscal year, each Board member shall complete a Common Director Disclosure Statement and provide it to the Charter School identifying all organizations for which he/she is a board member or committee member that are not otherwise disclosed in the Statement of Economic Interest.

## ***IV. Disqualification***

**Designated Employees:** No Designated Employee may make, participate in making, or in any way use or attempt to use his/her official position to influence any Charter School decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the Designated Employee or a member of his or her immediate family on:

- Any business entity or real property in which the designated employee has a direct or indirect investment or interest worth two thousand dollars (\$2,000) or more.
- Any source of income totaling five hundred dollars (\$500) or more provided or promised to the designated employee within twelve months prior to the decision. (This category does not include gifts or loans made at regular rates by commercial lending institutions.)
- The designated employee's personal finances or those of his/her immediate family. A decision will have an effect on this economic interest if the decision will result

in the personal expenses, income, assets or liabilities of the designated employee or his/her immediate family increasing or decreasing.

Any business entity in which the designated employee is the director, officer, partner, trustee, employee, or any kind of manager.

Any business entity that is a parent or subsidiary of, or is otherwise related to, a business entity in which the designated employee has an interest.

Any donor, or intermediary or agent of a donor, of gifts totaling \$360 or more in value provided to, promised to, or received by the designated employee within twelve months prior to the time when the decision is made.

No Designated Employee shall be prevented from making or participating in any decision to the extent that his/her participation is legally required for the decision to be made. (The need to break a tie vote does not make the Designated Employee's participation legally required.)

**Common Directors:** No Common Director may make, participate in making, or in any way use or attempt to use his/her official position to influence any Charter School decision which involves the Common Director's other directorship.

**Interested Directors:** Not more than 49 percent of the persons serving on the Board of the Charter School may be Interested Directors.

### **Manner of Disqualification**

**Designated Employees:** When a designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Charter School Director, who shall record the employee's disqualification. In the case of the Charter School Director, this determination and disclosure shall be made in writing to the Governing Board.

Governing Board members shall orally disclose a disqualifying interest at the meeting during which consideration of the decision takes place. This disclosure shall be made following the announcement of the agenda item, but before the discussion or vote commences. This disclosure shall be made part of the Board's official record. The disqualified Board member shall then refrain from participating in the decision in any way, but may remain seated if desired.

If the decision is made during a closed session, the member's disqualification may be made orally during the open session before the body goes into closed session and shall be limited to a declaration that his/her recusal is because of a conflict of interest under Government Code section 87100. The declaration shall be made part of the official public record. The member shall not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the decision.

The following must be confirmed in the affirmative prior to the Board's acceptance of a contract or transaction with a Designated Employee or Common Director:

That the transaction is entered into for the benefit of the Charter School;

That the transaction was fair and reasonable for the Charter School at the time it enters into the transaction;

That after reasonable investigation under the circumstances, the Board determines, in good faith, that the Charter School could not have obtained a more advantageous arrangement with reasonable effort. Documentation of the results of the investigation shall be retained either in the Board minutes and/or in the school's financial files.

Disqualified Designated Employees and Common Directors shall not be counted toward achieving a quorum while the item is discussed.

## EXHIBIT A - Designated Positions

I. Persons occupying the following positions are designated employees and must disclose financial interests in all categories defined in Exhibit B (i.e. categories 1, 2, and 3). **[Note: See the Conflicts of Interest Code in the binder for a further discussion of this section.]**

- A. Members of the Governing Board
- B. Candidates for Member of the Governing Board
- C. Members of Committees of the Governing Board<sup>[1]</sup>
- D. Director of Charter School
- E. Assistant Director
- F. Chief Business Officer
- G. Director of Personnel Services
- H. Assistant Director of Personnel Services
- I. Consultants<sup>[2]</sup>
- J. Other Employees<sup>[3]</sup>

II. Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 1 of Exhibit B.

- A. Purchasing Manager
- B. Assistant Business Officer
- C. Other Employees<sup>[4]</sup>

III. Persons occupying the following positions are designated employees and must disclose financial interests defined in Categories 2 and 3 of Exhibit B.

- A. Information Systems Technician
- B. Contractor
- C. Other Employees<sup>[5]</sup>

## **EXHIBIT B - Disclosure Categories**

### **Category 1 Reporting:**

A. Interest in real property which is located in whole or in part either (1) within the geographical service area of the School, including any leasehold, beneficial or ownership interests or option to acquire such interest in real property, if the fair market value of the interest is greater than \$2,000.

(Interests in real property of an individual include a business entity's share of interest in real property of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly, or beneficially, a ten percent interest or greater.)

B. Investments in or income from persons or business entities which are contractors or sub-contractors which are or have been within the previous two-year period engaged in the performance of building construction or design within the geographical service area of the School.

C. Investments in or income from persons or business entities engaged in the acquisition or disposal of real property within the geographical service area of the School.

(Investment includes any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership interest or other ownership interests.)

(Investments of any individual include a pro rata share of investments of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly or beneficially, a ten percent interest or greater.)

(Investment does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, or any bond or other debt instrument issued by any government or government agency.)

(No investment or interest in real property is reportable unless its fair market value exceeds \$2,000. No source of income is reportable unless the income received by or promised to the public official aggregates \$500 or more in value or \$50 or more in value if the income was a gift during the preceding 12-month reporting period.

### **Category 2 Reporting:**

Investments in or income from business entities which manufacture or sell supplies, books, machinery or equipment of the type utilized by the department for which the designated employee is Manager or Director. Investments include interests described in Category 1.

### **Category 3 Reporting:**

Investments in or income from business entities which are contractors or sub-contractors engaged in the performance of work or services of the type utilized by the department for which the designated employee is Manager or Director. Investments include the interests described in Category 1.

**Exhibit B**  
**Page 2 of 2**

[1] This category must be included if the committee has members that are not otherwise covered by the other identified categories and the committee possesses decision making authority. Decision making authority is present when the committee: a. may make a final decision; b. may compel a governmental decision or it may prevent a decision either by reason of an exclusion power to initiate the decision or by reason of a veto that may not be overridden; or c. makes substantial recommendations that are, and over an extended period have been, regularly approved without significant amendment or modified by another designated employee.

[2] A consultant will occupy a “designated position” when he/she is contracting with the agency to do the following: 1) Make a governmental decision wither to, among other things, (a) authorize the agency to enter into, modify or renew a contract provided it is the type of contract that requires agency approval; (b) grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract; (c) grant agency approval to a plan, design, report, study or similar item; or (d) adopt or grant agency approval of, policies, standards or guidelines for the agency or for any subdivision thereof; or 2) Serve in a staff capacity with the agency and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a designated position.

[3] “Other Employees” include any employee occupying a position that requires the employee to make a governmental decision that foreseeably and materially affects a personal financial interest, source of income, or a business position in a business entity.

[4] “Other Employees” include any employee with authority to make purchases that may foreseeably and materially affect an investment and/or business position in business entities or who are in a position to influence a governmental decision that may foreseeably and materially affect an investment and/or business position in a business entity.

[5] “Other Employees include employees with authority to make purchases that may foreseeably and materially effect investments and business positions in business entities which provide services, supplies, materials, or equipment in which the employee has authority to purchase.

## Appendix L: 2011-12 Audit Report



hrccpa.com

**Hosaka, Rotherham & Company**  
Certified Public Accountants

James A. Rotherham, CPA  
CEO & Managing Partner

.....  
Roy T. Hosaka, CPA  
Retired

James C. Nagel, CPA  
Retired

**CREATIVE ARTS CHARTER SCHOOL  
INDEPENDENT AUDITORS' REPORT  
FOR THE FISCAL YEAR ENDED  
JUNE 30, 2012**

**CREATIVE ARTS CHARTER SCHOOL**

**INTRODUCTORY SECTION**

**JUNE 30, 2012**

**CREATIVE ARTS CHARTER SCHOOL  
TABLE OF CONTENTS  
JUNE 30, 2012**

	<u>Page Number</u>
INTRODUCTORY SECTION	
Table of Contents	i
FINANCIAL SECTION	1
Independent Auditors' Report	2 - 3
Statement of Financial Position	4
Statement of Activities	5
Statement of Cash Flows	6
Notes to Financial Statements	7 - 11
SUPPLEMENTARY INFORMATION SECTION	12
Organization	13
Schedule of Average Daily Attendance	14
Schedule of Instructional Time	15
Statement of Functional Expenses	16
Reconciliation of Annual Financial and Budget Report with Audited Financial Statements	17
OTHER INDEPENDENT AUDITORS' REPORTS SECTION	18
Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	19 - 20
Independent Auditors' Report on State Compliance	21 - 22
FINDINGS AND RECOMMENDATIONS SECTION	23
Schedule of Audit Findings and Questioned Costs	24 - 25
Summary Schedule of Prior Audit Findings	26

**CREATIVE ARTS CHARTER SCHOOL**

**FINANCIAL SECTION**

**JUNE 30, 2012**



**Hosaka, Rotherham & Company**  
Certified Public Accountants

hrccpa.com

James A. Rotherham, CPA  
CEO & Managing Partner

.....  
Roy T. Hosaka, CPA  
Retired

James C. Nagel, CPA  
Retired

## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Creative Arts Charter School  
San Francisco, CA

We have audited the accompanying statement of financial position of Creative Arts Charter School, as of June 30, 2012, and the related statements of activities and cash flows for the fiscal year then ended. These financial statements are the responsibility of Creative Arts Charter School's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Creative Arts Charter School, as of June 30, 2012, and the changes in its net assets and its cash flows for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated November 1, 2012, on our consideration of the Creative Arts Charter School's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards*, and important for assessing the results of our audit.

**INDEPENDENT AUDITORS' REPORT**  
**Page 2**

Our audit was performed for the purpose of forming an opinion on the financial statements Creative Arts Charter School, taken as a whole. The accompanying supplementary information listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the financial statements of Creative Arts Charter School. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the financial statements taken as a whole.

*Hosaka, Rotherham & Company*

San Diego, California  
November 1, 2012

**CREATIVE ARTS CHARTER SCHOOL  
STATEMENT OF FINANCIAL POSITION  
JUNE 30, 2012**

**ASSETS**

Current assets:	
Cash (Note 3)	\$ 967,178
Accounts receivable (Note 4)	223,420
Prepaid expenses	<u>34,464</u>
Total current assets	<u>1,225,062</u>
Fixed assets, net of depreciation (Note 5)	<u>3,241</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 1,228,303</u></u>

**LIABILITIES AND NET ASSETS**

Current liabilities:	
Accounts payable	\$ 189,783
Accrued expenses	10,256
Deferred revenue (Note 6)	<u>25,000</u>
Total current liabilities	<u>225,039</u>
Total liabilities	<u>225,039</u>
Net assets:	
Unrestricted	<u>1,003,264</u>
Total net assets	<u>1,003,264</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u><u>\$ 1,228,303</u></u>

The accompanying notes are an integral part of these financial statements.

**CREATIVE ARTS CHARTER SCHOOL  
STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED JUNE 30, 2012**

	Unrestricted	Temporarily Restricted	Total
<b>REVENUES AND OTHER SUPPORT</b>			
Revenue limit sources:			
State aid	\$ 166,478	\$ -	\$ 166,478
In-lieu of property taxes	1,176,491	-	1,176,491
Federal revenues	10,112	-	10,112
State revenues	277,302	-	277,302
Local revenues			
Donations	150,290	-	150,290
Fundraising	82,447	-	82,447
Miscellaneous	546,190	-	546,190
Net assets released from restrictions	15,000	(15,000)	-
<b>TOTAL REVENUES AND OTHER SUPPORT</b>	<u>2,424,310</u>	<u>(15,000)</u>	<u>2,409,310</u>
<b>EXPENSES</b>			
Program services:			
Education	1,702,189	-	1,702,189
Support services:			
Management and general	353,339	-	353,339
<b>TOTAL EXPENSES</b>	<u>2,055,528</u>	<u>-</u>	<u>2,055,528</u>
<b>CHANGE IN NET ASSETS</b>	368,782	(15,000)	353,782
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>634,482</u>	<u>15,000</u>	<u>649,482</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 1,003,264</u>	<u>\$ -</u>	<u>\$ 1,003,264</u>

The accompanying notes are an integral part of these financial statements.

**CREATIVE ARTS CHARTER SCHOOL  
STATEMENT OF CASH FLOWS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2012**

<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>	
Change in net assets	\$ 353,782
Adjustments to reconcile change in net assets to net cash from operating activities:	
Depreciation	1,010
(Increase) decrease in operating assets:	
Accounts receivable	94,391
Prepaid expenses	(24,596)
Increase (decrease) in operating liabilities:	
Accounts payable	(233,796)
Accrued expenses	(1,683)
Deferred revenue	25,000
Net cash flows from operating activities	<u>214,108</u>
 <b>NET INCREASE IN CASH</b>	 214,108
 <b>CASH, BEGINNING OF YEAR</b>	 <u>753,070</u>
 <b>CASH, END OF YEAR</b>	 <u><u>\$ 967,178</u></u>

The accompanying notes are an integral part of these financial statements.

**CREATIVE ARTS CHARTER SCHOOL  
NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2012**

**NOTE 1 - ORGANIZATION AND MISSION**

Creative Arts Charter School (Organization) is a non-profit public benefit corporation. The Organization petitioned and was approved through San Francisco Unified School District for a five-year period. The Organization was approved by the State of California Department of Education on June 10, 1994.

The Organization commenced operations during the 1994-1995 fiscal year and currently serves approximately 261 students in Kindergarten through Grade 8.

The mission of the Organization is to provide Kindergarten to Grade 8 students of San Francisco with an innovative, high-quality education that focuses on an arts-integrated, hands-on curriculum, with the overall goal of giving students a lifetime appreciation of learning and the development of their unique talents and abilities.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

A. Financial statement presentation

The financial statements are presented in conformity with Accounting Standards Codification (ASC) 958-205, *Non-For-Profit Entities – Presentation of Financial Statements*. Under ASC 958-205, the Organization reports information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted. Grants-in-aid and contributions of cash or other assets are recorded as temporarily restricted support if they are received with donor stipulations regarding their use. When a donor-imposed restriction expires, that is, when a stipulated time restriction ends or stipulated purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. As permitted by ASC 958-205, the Organization reports all temporarily restricted support as unrestricted support if the funds were expended during the same fiscal year. The Organization does not have any temporarily restricted or permanently restricted net assets.

B. Accounting method - basis of accounting

The financial statements were prepared in accordance with accounting principles generally accepted in the United States of America as applicable to not-for-profit organizations. Basis of accounting refers to when revenues and expenses are recognized in the accounts and reported on the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied. The Organization uses the accrual basis of accounting. Revenues are recognized when they are earned and expenditures are recognized in the accounting period in which the liability is incurred.

C. Use of estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**CREATIVE ARTS CHARTER SCHOOL  
NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2012**

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

D. Income taxes

The Organization is exempt from income taxes under Internal Revenue Code Section 501(c)(3). It is, however, subject to income taxes from activities unrelated to its tax-exempt purpose. The Organization uses the same accounting methods for tax and financial reporting.

Generally accepted accounting principles (GAAP) provides accounting and disclosure guidance about positions taken by an entity in its tax returns that might be uncertain. Management has considered its tax positions and believes that all of the positions taken in its federal and state exempt organization tax returns are more likely than not to be sustained upon examination. The Organization's returns are subject to examination by federal and state taxing authorities, generally for three years and four years, respectively, after they are filed.

E. Cash

Cash is from time to time variously composed of cash on hand and in banks.

F. Fixed assets

Fixed assets are recorded at cost and depreciated under the straight-line method over their estimated useful lives of 5 to 10 years. Repair and maintenance costs, which do not extend the useful lives of the asset, are charged to expense. The cost of assets, sold or retired, and related amounts of accumulated depreciation are eliminated from the accounts in the year of disposal, and any resulting gain or loss is included in the earnings. Management has elected to capitalize and depreciate all assets costing \$5,000 or more; all other assets are charged to expense in the year incurred.

G. Deferred revenue

Deferred revenue represents federal and state contract funds and local donations received, but not expended. These funds must be expended in accordance with the provisions of the contract to which they apply or refund if not expended under the terms of the contract.

H. Revenue sources and recognition

The Organization receives federal, state and local revenues for the enhancement of various educational programs. This assistance is generally received based on applications submitted to and approved by various granting agencies.

The Organization primarily receives the funds from California Department of Education (CDE). Amounts received from the CDE are recognized by the Organization based on the average daily attendance (ADA) of students.

The Organization recognizes federal revenue to the extent that eligible expenditures have been incurred.

Revenue that is restricted is recorded as an increase in unrestricted net assets if the restriction expires in the reporting period in which the revenue is recognized. All other restricted revenues are reported as increases in temporarily restricted net assets.

**CREATIVE ARTS CHARTER SCHOOL  
NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2012**

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

I. Functional allocation of expenses

The costs of providing the program services have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services based on employees' time incurred and management's estimates of the usage of resources.

**NOTE 3 - CASH**

Cash at June 30, 2012, consisted of the following:

Deposits:		
Cash in banks	\$	967,131
Cash on hand:		
Petty cash		47
Total cash	\$	<u>967,178</u>

Cash balances held in banks are insured up to \$250,000 by the Federal Depository Insurance Corporation (FDIC). The Organization maintains its cash in bank deposit accounts that at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts. At June 30, 2012, the Organization had \$663,404 of uninsured funds.

**NOTE 4 - ACCOUNTS RECEIVABLE**

Accounts receivable at June 30, 2012, consisted of the following:

State revenues	\$	65,607
Local revenues		157,813
Total accounts receivable	\$	<u>223,420</u>

**NOTE 5 - FIXED ASSETS**

Fixed assets at June 30, 2012, consisted of the following:

Leasehold improvements	\$	81,769
Equipment		17,339
Less: accumulated depreciation		<u>(95,867)</u>
Total fixed assets, net of depreciation	\$	<u>3,241</u>

During the fiscal year ended June 30, 2012, \$1,010 was charged to depreciation expense.

**CREATIVE ARTS CHARTER SCHOOL  
NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2012**

**NOTE 6 - DEFERRED REVENUE**

Deferred revenue at June 30, 2012, consisted of the following:

Local revenue:

Mary A. Crocker Trust Grant	\$ 20,000
Ashbury Children's Foundation Grant	5,000
Total deferred revenue	\$ 25,000

**NOTE 7 - EMPLOYEE RETIREMENT SYSTEMS**

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the State Teachers' Retirement System (STRS).

Plan Description and Funding Policy

STRS

Plan Description

The Organization contributes to STRS, a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by STRS. The plan provides retirement, disability, and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers' Retirement Law. STRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the STRS annual financial report may be obtained from STRS, 7667 Folsom Boulevard, Sacramento, California 95826.

Funding Policy

Active plan members are required to contribute 8.0% of their salary and the Organization is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the STRS Teachers' Retirement Board. The required employer contribution rate for fiscal year 2011-2012 was 8.25% of annual payroll. The contribution requirements of the plan members are established by state statute. The Organization's contributions to STRS for the fiscal years ending June 30, 2012, 2011, and 2010, were \$88,761, \$82,891, and \$74,991, respectively, and equal 100% of the required contribution for each fiscal year.

**NOTE 8 - COMMITMENTS AND CONTINGENCIES**

A. State allowances, awards, and grants

The Organization has received state funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursement will not be material.

**CREATIVE ARTS CHARTER SCHOOL  
NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2012**

**NOTE 9 - PARTICIPATION IN JOINT POWERS AUTHORITY**

The Organization entered into a Joint Powers Agreement (JPA) known as the "California Charter Schools Association Joint Powers Authority (CCSA-JPA)," a self insurance plan for workers' compensation, property/casualty, and school board liability insurance. The CCSA-JPA is governed by a board consisting of a representative from each member organization. The board controls the operation of the CCSA-JPA including selection of management and approval of operating budgets, independent of any influence by the member organizations beyond their representation on the board. Each member organization pays a premium commensurate with the level of coverage requested and share surpluses and deficits proportionate to their participation in the CCSA-JPA. The CCSA-JPA is a separate entity which is audited by an independent accounting firm.

**NOTE 10 - SUBSEQUENT EVENT**

The Organization's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements from the balance sheet date through November 1, 2012, which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year financial statements.

**CREATIVE ARTS CHARTER SCHOOL  
SUPPLEMENTARY INFORMATION SECTION  
JUNE 30, 2012**

**CREATIVE ARTS CHARTER SCHOOL  
ORGANIZATION  
JUNE 30, 2012**

Creative Arts Charter School [#40] is a Kindergarten through Grade 8 Charter School and was granted its charter by San Francisco Unified School District in April 1994, pursuant to the terms of the Charter School Act of 1992, as amended.

The Board of Directors for the fiscal year ended June 30, 2012, was comprised of the following members:

<u>Name</u>	<u>Office</u>	<u>Term</u>	<u>Term Expiration</u>
Ellison Folk	President/Secretary	1 year	June 30, 2012
Rahula Janowski	Vice President	1 year	June 30, 2012
Mehmet Orun	Treasurer	1 year	June 30, 2012
Matt Alexander	Board Member	1 year	June 30, 2012
Hayden Lilian	Board Member	8 months	June 30, 2012
Ross Hammond	Board Member	1 year	June 30, 2012
Kathy Scott	Board Member	1 year	June 30, 2012
Maria Jenerik	Board Member	1 year	June 30, 2012
Dan Bierman	Board Member	1 year	June 30, 2012
Christa Roth	Board Member	1 year	June 30, 2012

Administration

<u>Name</u>	<u>Position</u>
Paul Greenwood	Director
Fernando Aguilar	Assistant Director

**CREATIVE ARTS CHARTER SCHOOL  
SCHEDULE OF AVERAGE DAILY ATTENDANCE  
FOR THE FISCAL YEAR ENDED JUNE 30, 2012**

Second Period Report				
Resident		Non-Resident		
Classroom Based	Independent Study	Classroom Based	Independent Study	
Kindergarten	36.79	0.42	1.33	-
Grades 1 - 3	78.71	0.70	4.38	-
Grades 4 - 6	83.83	0.85	4.92	-
Grades 7 - 8	44.54	0.48	3.83	-
Total	243.87	2.45	14.46	-

Annual Report				
Resident		Non-Resident		
Classroom Based	Independent Study	Classroom Based	Independent Study	
Kindergarten	36.94	0.46	1.23	-
Grades 1 - 3	78.64	0.69	4.27	-
Grades 4 - 6	84.03	0.73	4.91	-
Grades 7 - 8	44.38	0.45	3.84	-
Total	243.99	2.33	14.25	-

The Organization is 99.06% classroom-based and generates 0.94% ADA from a full-time independent study program.

**CREATIVE ARTS CHARTER SCHOOL  
SCHEDULE OF INSTRUCTIONAL TIME  
FOR THE FISCAL YEAR ENDED JUNE 30, 2012**

Grade Level	1986-87 Minutes Requirements*	2011-2012 Actual Minutes	Number of Days Traditional Calendar	Status
Kindergarten	33,531	49,420	175	In compliance
Grade 1	46,944	52,690	175	In compliance
Grade 2	46,944	52,690	175	In compliance
Grade 3	46,944	53,565	175	In compliance
Grade 4	50,297	53,565	175	In compliance
Grade 5	50,297	53,565	175	In compliance
Grade 6	50,297	57,190	175	In compliance
Grade 7	50,297	57,190	175	In compliance
Grade 8	50,297	57,190	175	In compliance

\* As reduced pursuant to the provisions of Education Code Section 46201.2 and 46201.3.

**CREATIVE ARTS CHARTER SCHOOL  
STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE FISCAL YEAR ENDED JUNE 30, 2012**

	Program Services	Support Services	Total
	Education	Management and General	
Certificated salaries	\$ 1,099,391	\$ -	\$ 1,099,391
Classified salaries	-	184,884	184,884
Employee benefits	253,392	27,148	280,540
Books and supplies	42,510	3,617	46,127
Travel and conferences	3,212	803	4,015
Dues and memberships	2,562	640	3,202
Insurance	-	14,892	14,892
Operation and housekeeping services	51,318	12,829	64,147
Rental, leases, repairs, and non-capitalized improvements	45,256	11,315	56,571
Professional/consulting services and operating expenditures	204,548	92,663	297,211
Communications	-	3,538	3,538
Depreciation	-	1,010	1,010
Total expenses	<u>\$ 1,702,189</u>	<u>\$ 353,339</u>	<u>\$ 2,055,528</u>

**CREATIVE ARTS CHARTER SCHOOL  
RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET REPORT  
WITH AUDITED FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2012**

June 30, 2012, annual financial and budget report fund balances	<u>\$ 999,996</u>
Adjustments and reclassifications:	
Increasing (decreasing) the fund balance:	
Cash understatement	2,113
Accounts receivable overstatement	(258,522)
Fixed assets overstatement	(1,009)
Other current assets overstatement	(47)
Accounts payable overstatement	285,733
Deferred revenue understatement	<u>(25,000)</u>
Net adjustments and reclassifications	<u>3,268</u>
June 30, 2012, audited financial statement net assets	<u><u>\$ 1,003,264</u></u>

**CREATIVE ARTS CHARTER SCHOOL**  
**OTHER INDEPENDENT AUDITORS' REPORTS SECTION**  
**JUNE 30, 2012**



**Hosaka, Rotherham & Company**  
Certified Public Accountants

hrccpa.com

James A. Rotherham, CPA  
CEO & Managing Partner

.....  
Roy T. Hosaka, CPA  
Retired

James C. Nagel, CPA  
Retired

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND  
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

Board of Directors  
Creative Arts Charter School  
San Francisco, CA

We have audited the financial statements of Creative Arts Charter School, as of and for the fiscal year ended June 30, 2012, and have issued our report thereon dated November 1, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

Management of Creative Arts Charter School is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered Creative Arts Charter School's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Creative Arts Charter School's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of Creative Arts Charter School's internal control over financial reporting.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined previously.

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND  
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**  
Page 2

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Creative Arts Charter School's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statements amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of Management, the Audit/Finance Committee, others within the entity, the Board of Directors, federal awarding agencies and pass-through entities, where applicable, and is not intended to be and should not be used by anyone other than these specified parties.

*Hosaka, Rotherham & Company*

San Diego, California  
November 1, 2012



**INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE**

Board of Directors  
 Creative Arts Charter School  
 San Francisco, CA

We have audited Creative Arts Charter School's (Organization) compliance with the types of compliance requirements described in the *Standards and Procedures for Audits of California K-12 Local Education Agencies 2011-2012*, published by the Education Audit Appeals Panel, that could have a direct and material effect on each of the Organization's state programs for the fiscal year ended June 30, 2012. The Organization's state programs are identified below. Compliance with the requirements of laws, regulations, contracts and grants, applicable to each of its state programs, is the responsibility of the Organization's management. Our responsibility is to express an opinion on the Organization's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the State's Audit Guide, *Standards and Procedures for Audits of California K-12 Local Educational Agencies 2011-2012*, published by the Education Audit Appeals Panel. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on state programs occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the Organization's compliance with those requirements.

The Organization's management is responsible for the Organization's compliance with laws and regulations. In connection with the audit referred to above, we selected transactions and records to determine the Organization's compliance with the state laws and regulations applicable to the following items:

Description	Procedures In Audit Guide	Procedures Performed
Class Size Reduction (including in charter schools)		
General Requirements	7	Yes
Option One Classes	3	Yes
Option Two Classes	4	Not Applicable
District or Charter Schools With Only One School		
Serving K-3	4	Not Applicable

**INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE**

Page 2

Description	Procedures In Audit Guide	Procedures Performed
After School Education and Safety Program		
General Requirements	4	Not Applicable
After School	5	Not Applicable
Before School	6	Not Applicable
Contemporaneous Records of Attendance, for charter schools	3	Yes
Mode of Instruction, for charter schools	1	Yes
Nonclassroom-Based Instruction/Independent Study, for charter schools	15	Not Applicable
Determination of Funding for Nonclassroom-Based Instruction, for charter schools	3	Not Applicable
Annual Instructional Minutes - Classroom Based, for charter schools	4	Yes

The term "Not Applicable" is used above to mean either that the Organization did not offer the program during the current fiscal year, or that the program applies only to a different type of local education agency.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its state programs for the fiscal year ended June 30, 2012.

This report is intended solely for the information and use of the Management, Board of Directors, Audit/Finance committee, State Controller's Office, Department of Education, pass-through entities, where applicable, and is not intended to be and should not be used by anyone other than these specified parties.

*Hosaka, Rotherham & Company*

San Diego, California  
November 1, 2012

**CREATIVE ARTS CHARTER SCHOOL  
FINDINGS AND RECOMMENDATIONS SECTION  
JUNE 30, 2012**

**CREATIVE ARTS CHARTER SCHOOL  
SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2012**

**A. Summary of Auditors' Results**

1. Financial Statements

Type of auditors' report issued: Unqualified

Internal control over financial reporting:

One or more material weaknesses identified?      Yes   X   No

One or more significant deficiencies identified that are not considered to be material weaknesses?      Yes   X   None Reported

Noncompliance material to financial statements noted?      Yes   X   No

2. Federal Awards

Internal control over major programs:

One or more material weaknesses identified?      Yes   N/A   No

One or more significant deficiencies identified that are not considered to be material weaknesses?      Yes   N/A   None Reported

Type of auditors' report issued on compliance for major programs:                   N/A                  

Any audit findings disclosed that are required to be reported in accordance with section .510(a) or Circular A-133?      Yes   N/A   No

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
-----------------------	---

*The Organization did not have over \$500,000 in Federal Expenditures.*

Dollar threshold used to distinguish between type A and type B programs:                   N/A                  

Auditee qualified as low-risk auditee?      Yes   N/A   No

**CREATIVE ARTS CHARTER SCHOOL  
SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2012**

**A. Summary of Auditors' Results (continued)**

3. State Awards

Internal control over state programs:

One or more material weaknesses identified?             Yes      X   No

One or more significant deficiencies identified that  
are not considered to be material weaknesses?             Yes      X   None Reported

Type of auditors' report issued on compliance  
for state programs:      Unqualified

**B. Financial Statement Findings**

None

**C. Federal Award Findings and Questioned Costs**

None

**D. State Award Findings and Questioned Costs**

None

**CREATIVE ARTS CHARTER SCHOOL  
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
JUNE 30, 2012**

<u>Findings/Recommendations</u>	<u>Current Status</u>	<u>Explanation If Not Implemented</u>
None	N/A	N/A

**Appendix M: Union Contract**

**CONTRACT**

**between**

**United Educators of San Francisco**

**and**

**Creative Arts Charter School**

**May, 2011 - June 30, 2014**

# Table of Contents

<b>ARTICLE I. RECOGNITION</b>	<b>1</b>
<b>ARTICLE II. DEFINITIONS</b>	<b>1</b>
<b>ARTICLE III. UNION SECURITY</b>	<b>2</b>
3.01 AGENCY SHOP	2
3.02 DUES DEDUCTION	2
<b>ARTICLE IV. UNION RIGHTS</b>	<b>3</b>
4.01 UNION BUILDING REPRESENTATIVES AND OFFICERS	3
4.02 INFORMATION REQUESTS	3
4.03 FACILITIES	3
4.04 BULLETIN BOARDS	3
4.05 MAIL AND ELECTRONIC MAIL	3
4.06 NEW-HIRE ORIENTATION	3
4.07 EMPLOYEE INFORMATION	4
4.08 ACCESS	4
4.09 MEETINGS	4
<b>ARTICLE V. LABOR MANAGEMENT COMMITTEE</b>	<b>4</b>
<b>ARTICLE VI. HEALTH AND SAFETY</b>	<b>4</b>
6.01 WRITTEN REPORT OF UNSAFE CONDITIONS	4
6.02 IMMEDIATE REPORT OF ASSAULT	5
6.03 PUPIL SUSPENSION FOR DISCIPLINARY MATTERS	5
6.04 UNSAFE CONDITIONS	5
6.05 PERSONAL SAFETY	5
6.06 DAMAGED SCHOOL PROPERTY	6
6.07 TELEPHONES	6
6.08 CHILD ABUSE, CPR, AND FIRST AID TRAINING	6
<b>ARTICLE VII. MATERIALS AND SUPPLIES</b>	<b>7</b>
<b>ARTICLE VIII. PROFESSIONAL DEVELOPMENT</b>	<b>7</b>
<b>ARTICLE IX. CLASS SIZE</b>	<b>8</b>
<b>ARTICLE X. PERSONNEL RECORDS</b>	<b>8</b>
<b>ARTICLE XI. PERFORMANCE EVALUATIONS</b>	<b>9</b>
11.01 PREAMBLE	9
11.02 EVALUATION PROCESS (CERTIFICATED EMPLOYEES)	9
11.03 STANDARDS FOR EVALUATION	9
11.04 EVALUATION PROCEDURES (CERTIFICATED)	10
11.05 CLASSIFIED EVALUATION	11
<b>ARTICLE XII. NO DISCRIMINATION</b>	<b>12</b>
<b>ARTICLE XIII. GRIEVANCE PROCEDURE</b>	<b>12</b>

13.01	DEFINITIONS	12
13.02	GENERAL PROVISIONS	12
13.03	INFORMAL RESOLUTION	12
13.04	STEP ONE - DIRECTOR	13
<b>ARTICLE XIV.</b>	<b>SICK LEAVE</b>	<b>14</b>
14.01	GENERAL	14
14.02	ACCRUAL	14
14.03	UNUSED SICK LEAVE	14
<b>ARTICLE XV.</b>	<b>OTHER LEAVE</b>	<b>15</b>
15.01	BEREAVEMENT LEAVE	15
15.02	JUDICIAL LEAVE	15
15.03	FAMILY MEDICAL LEAVE	15
15.04	PERSONAL LEAVE	16
<b>ARTICLE XVI.</b>	<b>ASSIGNMENTS</b>	<b>16</b>
16.01	ASSIGNMENTS	16
16.02	INTERNAL POSTING PERIOD	17
16.03	WORK IN A HIGHER CLASSIFICATION	17
<b>ARTICLE XVII.</b>	<b>BENEFITS</b>	<b>18</b>
17.01	GENERAL	18
17.02	MEDICAL	18
17.03	DENTAL	18
17.04	VISION	18
17.05	LIFE/ AD&D	18
17.06	COMMUTER CHECKS	18
<b>ARTICLE XVIII.</b>	<b>DISCIPLINE</b>	<b>18</b>
18.01	GROUND FOR DISCIPLINE	18
18.02	PROGRESSIVE DISCIPLINE	19
18.03	NOTICE OF DISCIPLINE	19
<b>ARTICLE XIX.</b>	<b>WORK YEAR</b>	<b>20</b>
19.01	WORK YEAR	20
19.02	HOLIDAYS	20
<b>ARTICLE XX.</b>	<b>LAYOFFS</b>	<b>21</b>
20.01	GENERAL	21
20.02	NOTICE	21
20.03	RECALL RIGHTS	21
20.04	OTHER RIGHTS	21
<b>ARTICLE XXI.</b>	<b>SAVINGS CLAUSE</b>	<b>22</b>
21.01	SAVINGS CLAUSE	22
21.02	STATUTORY CHANGES	22
<b>ARTICLE XXII.</b>	<b>NO STRIKE OR LOCKOUT</b>	<b>22</b>

<b>ARTICLES XXIII-XXVII: CERTIFICATED ONLY</b>	<b>23</b>
<b>ARTICLE XXIII. ACADEMIC FREEDOM—CERTIFICATED</b>	<b>23</b>
<b>ARTICLE XXIV. PROBATIONARY PERIOD—CERTIFICATED</b>	<b>23</b>
<b>ARTICLE XXV. SABBATICAL LEAVE</b>	<b>23</b>
<b>ARTICLE XXVI. PAY—CERTIFICATED</b>	<b>23</b>
26.01 SALARIES	23
26.02 OVERNIGHT FIELD TRIPS	23
<b>ARTICLE XXVII. HOURS OF WORK—CERTIFICATED</b>	<b>24</b>
27.01 WORK WEEK	24
27.02 MEAL PERIODS	24
27.03 PREPARATION PERIODS	24
27.04 HOME VISITS	25
<b>ARTICLE XXVIII. PROBATIONARY PERIOD—CLASSIFIED</b>	<b>26</b>
<b>ARTICLE XXIX. PAY—CLASSIFIED</b>	<b>26</b>
29.01 WAGES	26
29.02 STEP PLACEMENT	26
<b>ARTICLE XXX. HOURS OF WORK – CLASSIFIED</b>	<b>27</b>
30.01 REST BREAKS	27
30.02 PREPARATION PERIODS	27
30.03 LUNCH COORDINATOR	27
30.04 STAFF MEETINGS	27
<b>ARTICLE XXXI. MANAGEMENT RIGHTS</b>	<b>27</b>
<b>ARTICLE XXXII. TERM</b>	<b>28</b>
<b>APPENDIX A. CERTIFICATED SALARY SCHEDULE</b>	<b>29</b>
<b>APPENDIX B: CLASSIFIED SALARY SCHEDULE</b>	<b>30</b>
<b>APPENDIX C: CERTIFICATED OBSERVATION AND EVALUATION FORMS</b>	<b>31</b>
<b>APPENDIX D: EVALUATION FORMS</b>	<b>32</b>
<b>APPENDIX E: SUMMARY COMMENTS FROM SUMMARY EVALUATION</b>	<b>34</b>
<b>APPENDIX F: CLASSIFIED EVALUATION FORMS</b>	<b>35</b>
<b>APPENDIX G: GRIEVANCE FORM</b>	<b>36</b>
<b>APPENDIX H: MOU REGARDING FURLOUGH DAYS</b>	<b>37</b>

## **Article I. Recognition**

Creative Arts Charter School (hereinafter “the School”) recognizes the United Educators of San Francisco, AFT Local 61, AFL-CIO, NEA/CTA (hereinafter “the Union”) as the exclusive representative for the purpose of meeting and negotiating of all certificated and classified employees, excluding the following:

- (a) Management, supervisory, and confidential employees as defined in the Educational Employment Relations Act;
- (b) Consultants;
- (c) Substitutes; and
- (d) Independent contractors.

## **Article II. Definitions**

- (a) “School” – “School” is defined as the Creative Arts Charter School.
- (b) “Director” – “Director,” “Assistant Director,” “Business/Operations Manager,” and “After Care School Director” are defined as the individuals vested by the Board of the Creative Arts Charter School with the authority to manage and administer the staff and operations of the School.
- (c) “Teacher” – “Teacher” is defined as all non-management, non-supervisory certificated employees whose position requires a valid teaching credential issued by the State of California, or teachers who teach in a non-core subject.
- (d) “Counselor” – “Counselor” is defined as all non-management, non-supervisory certificated employees who provide counseling services.
- (e) “Classified Employee” – “Classified Employee” is defined as all other employees who the Union is certified to represent for the purposes of collective bargaining by the Public Employment Relations Board.
- (f) “Union” – “Union” shall refer to the United Educators of San Francisco.
- (g) “Day(s)” – “Day” or “days” are defined as scheduled work days unless otherwise indicated.
- (h) “Board” – “Board” is defined as the Board of Directors of the Creative Arts Charter School.
- (i) “Employee(s)” – “Employee” or “employees” are defined as those employees of the Creative Arts Charter School, whether credentialed or classified, whom the Union is certified to represent by the Public Employment Relations Board.

- (j) "Layoff" – "Layoff" is defined as the elimination or reduction of hours of one or more regular full-time or regular part-time positions.

## **Article III. Union Security**

### **3.01 Agency Shop**

- (a) The Employer shall require all employees, as a condition of continued employment, to join the Union, or to pay a fair share service fee as defined in Section 3546 of the Educational Employment Relations Act, upon hire or the effective date of this Agreement, whichever is later.
- (b) An employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall pay sums equal to the fair share service fee to one of the following charitable funds in lieu of paying dues:
  - (i) UESF Scholarship Fund
  - (ii) African American Art and Culture Complex
  - (iii) San Francisco Education Fund.
- (c) The employee shall provide proof of such payments every July 1 to the School as a condition of continued exemption from the requirement of paying dues. If the employee requests the Union to use the grievance procedure on the employee's behalf, the employee shall pay the Union for the cost of using such procedure.

### **3.02 Dues Deduction**

- (a) The School shall require all employees, as a condition of continued employment, to complete an authorization form provided by the Union for the purpose of paying membership dues or fees as provided herein.
- (b) The School shall deduct dues or fair share service fees in an amount prescribed by the Union every pay period from each employee's paycheck and forward them to the Union monthly.

### **3.03 Indemnification**

The Union agrees to indemnify and hold the School harmless against all legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the Agency Fee provisions of this Agreement. The Union shall have the exclusive right to decide and determine whether any such action or proceeding referred to in this paragraph shall or shall not be compromised, resisted, defended, tried or appealed.

## **Article IV. Union Rights**

### **4.01 Union Building Representatives and Officers**

The School shall provide a reasonable amount of release time without loss of compensation to employees designated by the Union as union building representatives or officers to conduct Union business. The Union shall be provided a total maximum of eight (8) days of release time annually to attend Union trainings, meetings, and conferences. Time spent in negotiations, grievance meetings and Labor Management Committee meetings shall not be included in the calculation of these eight (8) days.

### **4.02 Information Requests**

The School shall provide the Union with information that is relevant to bargaining or enforcement of this Agreement within ten (10) days of the date the School receives the Union's request, unless mutually agreed otherwise.

### **4.03 Facilities**

The School shall grant the Union use of School facilities for Union meetings at no cost to the Union, with prior arrangement with the School, and at times that do not interfere with other school activities.

### **4.04 Bulletin Boards**

The School shall provide a reasonable amount of bulletin board space for the Union in all places where notices to employees are customarily posted.

### **4.05 Mail and Electronic Mail**

The Union shall have the right to use employee mailboxes and electronic mail to communicate with employees.

### **4.06 New-Hire Orientation**

New-hire orientations shall include a thirty (30) minute presentation by the Union. The School shall provide release time without loss of compensation to one (1) Union representative for this purpose. Each new employee shall be provided a copy of this Agreement during orientation.

#### **4.07 Employee Information**

The School shall supply the Union with a list of employees showing their names, home addresses, work and home telephone numbers, dates of hire, job titles, rates of pay, and hours per week twice a year and upon request. The School shall also supply the Union with this employee information about new employees as soon as it becomes available, and with any changes to a current employee's information.

#### **4.08 Access**

Union representatives shall be permitted reasonable access to the School's facilities to conduct Union business and shall sign in at the office.

#### **4.09 Meetings**

The Union shall have ten (10) minutes at the end of every staff meeting to make a statement/report on matters of Union business or concern.

### **Article V. Labor Management Committee**

- (a) Within sixty (60) days of the effective date of this Agreement, the parties shall form a joint Labor Management Committee to discuss and resolve issues of mutual concern.
- (b) The Committee shall not substitute for the grievance procedure or negotiations.
- (c) The Committee shall be composed of up to three (3) management and up to three (3) Union representatives, who shall be granted release time without loss of compensation to attend Committee meetings.
- (d) The Committee shall meet once per month at mutually acceptable dates, times, and locations.

### **Article VI. Health and Safety**

#### **6.01 Written Report of Unsafe Conditions**

- (a) Each employee is entitled to report to the Director, in writing, any conditions that may have a detrimental effect on the health, safety, or well being of students, employees or other persons. Procedures for reporting and follow-up shall be determined by the Director and the Labor Management Committee, reviewed with all staff at least annually, and distributed to all staff each year.
- (b) Upon receipt of such report, the Director shall determine what, if any, steps are warranted, and shall provide a written response to the reporting employee within a reasonable period of time following the report.

## **6.02 Immediate Report of Assault**

- (a) Employees shall immediately report cases of assault or physical threat suffered by them in connection with their employment to the Director or designee, who shall immediately report the incident to the police, if after investigation such action is warranted. The Director shall release the employee from duty when s/he makes a statement to the police or appears in court in connection with the incident.
- (b) Employees released from duty under this provision shall not suffer any loss of pay or benefits.

## **6.03 Pupil Suspension for Disciplinary Matters**

Employees may recommend, in writing, that a student be suspended from school or from his or her class consistent with the School's student discipline policy. In the event the School chooses not to implement the recommendation of the employee, the Director shall provide a written description of the steps that have been taken as a result of the recommendation, as well as the reasons for not implementing the recommendation. Teachers may, at their option, agree to accept students into their classes who have been suspended from other classrooms, or are serving an in-house suspension.

## **6.04 Unsafe Conditions**

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety, except as required by law or the School's Safety Plan.

## **6.05 Personal Safety**

- (a) Infectious or contagious disease – Employees shall report any suspected infectious or contagious disease that they believe might endanger their safety. Students suspected of having a contagious disease shall be sent to the school office. Employees shall be notified of the steps taken by the Director to protect the safety of the employees and the students.

- (b) Dangerous student action – Employees who believe their safety, or the safety of students, to be endangered by a student’s actions shall refer such student to the Director or designee consistent with the School’s referral policy. No student who is referred under this section shall be returned to an employee’s class until the Director or designee has communicated in writing to the affected employee the action that has been taken. The Director’s or designee’s written report may be written on the original referral form or sent via email.
- (c) Reasonable physical control of students – An employee may use reasonable physical control to protect him or herself or others from attack, to protect property from damage or destruction, to quell a disturbance threatening physical injury to others, or to obtain a dangerous object from the student. Whenever possible, an employee should seek assistance and/or call 911.
- (d) Employees will not be reprimanded or disciplined in any manner for reporting unsafe conditions, assaults or any other dangerous situations listed in this Article to the Director or the Union, nor shall any such actions be reflected in employees’ evaluations, unless such report(s) are found to be false.

#### **6.06 Damaged School Property**

- (a) Reimbursement of up to a maximum of \$500 per employee per school year shall be made to employees for loss, destruction or damage by arson, burglary, or vandalism of employee-purchased or loaned instructional materials used for instruction, as provided below if the Director has authorized in writing the use of such materials and the materials are necessary to instruction and not provided by the School.
- (b) Upon bringing such items to School for use, employees shall provide the Director with documentation of the item’s value, as well as a description of how it will be used in instruction. Reasonable care must be taken by the employee to safeguard and secure any such items.
- (c) Employees will not be required to pay for school equipment broken or damaged due to the normal wear and tear of such equipment, e.g. computer, DVD player, etc.

#### **6.07 Telephones**

The School shall provide a working telephone in all classrooms that contain an existing functional telephone jack.

#### **6.08 Child Abuse, CPR, and First Aid Training**

The School shall provide annual training on mandated reporting for child abuse and emergency procedures, including procedures for lockdowns that occur before, during, or after school; and when financially feasible the School will provide annual training in CPR and first aid to all employees.

## **Article VII. Materials and Supplies**

- (a) Teachers shall be granted up to \$150 annually and Counselors and After School Instructors shall be granted \$100 every school year for materials and supplies that are not customarily provided by the School.
- (b) Unit members may order such items through the School or purchase the items themselves and be reimbursed. Unit members shall be reimbursed monthly from the date they submit receipts for items purchased under this Article. Unit members who exhaust their amount may be granted additional funds for materials and supplies with approval of the Director.

## **Article VIII. Professional Development**

- (a) All staff members shall have the right to request to participate in professional-development activities sponsored by outside providers. Such participation shall be at the School's expense, should relate to the employee's duty assignment, and shall not be denied arbitrarily. The Director shall have the sole discretion to approve or deny these activities.
- (b) After-school Instructors shall be afforded the opportunity, on a rotating basis, to participate in School-sponsored afternoon professional-development opportunities. Such participation shall be paid, within the work day, and shall not be mandated. The Director shall have the sole discretion to approve or deny these activities. Such participation shall not be denied arbitrarily. After-school Instructors shall be provided with written notification of the professional development activity that is to take place one day in advance.
- (c) Certificated staff members may ask or may be afforded the opportunity to participate in School-sponsored professional-development opportunities for up to one (1) week in the summer. Such participation shall be voluntary and shall be at School expense. The Director shall have the sole discretion to approve or deny these activities. Such participation shall not be denied arbitrarily.

## **Article IX. Class Size**

- (a) The School and the Union agree that small class sizes are important to the educational mission of CACS. Class sizes in grades K-3 shall be no more than 22 students. Class sizes in grades 4-8 shall be no more than 26 students. These class size limits shall not be applicable to physical education and visual and performing arts classes, and the Aftercare Program.
- (b) The Board, after consultation with affected teachers and parents, may increase class sizes in future years if it is determined that such increases are financially necessary and will not interfere with the educational program of the school.
- (c) Within one (1) month of the beginning of the first and third quarter, the Labor Management Committee shall conduct a review of class sizes. After the general review of classroom enrollment and the particular needs of special education students, the director shall make the necessary changes to maintain an equitable classroom balance among teachers except by mutual agreement between the Director and the affected teachers.

## **Article X. Personnel Records**

- (a) Except as provided in this Article, the Director or designee, including a Board member who has been designated by the Board to assist administration in a personnel matter, may inspect the material in employee personnel records. All parties who have access to materials in employee personnel records shall maintain confidentiality regarding the information contained therein.
- (b) Employees, or the Union with oral or written authorization from the employee, may inspect their personnel records during normal business hours at mutually agreeable times with the Director or designee. Employees, upon request, shall receive a copy of any document contained in his or her personnel records. Such material is not to include ratings, reports, or records that were obtained prior to the employment of the person involved.
- (c) Employees who believe that any personnel record material is not accurate, relevant, timely, or complete may submit a written request for correction or deletion of those items to the Director. The Director shall respond in writing within ten (10) days.

- (d) Information of a derogatory nature shall not be entered into an employee's personnel records unless and until the employee is given notice and an opportunity to review and comment on that information. The review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction. The employee shall have the right to enter, and have attached to any derogatory statement, his or her own comments.
- (e) Derogatory materials in a personnel file that are at least four (4) years old shall, upon an employee's written request, be removed from the personnel file and placed in a separate file unless the conduct was harmful to the emotional and/or physical well being of students. Such material shall not be removed from the separate file except by court order or with the employee's consent.

## **Article XI. Performance Evaluations**

### **11.01 Preamble**

Evaluation is a positive process designed to assist the certificated and classified staff of the Creative Arts Charter School in developing and improving skills related to their areas of professional responsibility. The process must describe professional responsibilities, assess performance, and provide assistance for improving performance.

### **11.02 Evaluation Process (Certificated Employees)**

Every certificated employee represented by UESF shall receive a Summary Evaluation by the school administration once each school year.

### **11.03 Standards for Evaluation**

Certificated Employees

The California Standards for the Teaching Profession shall form the basis for the categories of evaluation of all certificated employees. If the Standards are updated, this Agreement shall automatically include the updated version of the Standards when released.

- 1) Engaging & Supporting All Students in Learning
- 2) Creating & Maintaining Effective Environments
- 3) Understanding & Organizing Subject Matter
- 4) Planning Instruction & Designing Learning Experiences

- 5) Assessing Student Learning
- 6) Developing as a Professional Educator

#### **11.04 Evaluation Procedures (Certificated)**

- (a) A representative of the school administration, hereinafter called the evaluator for purposes of this Article, shall meet with new employees within the first twenty (20) days of the school year for the purpose of describing the evaluation process. Such explanation shall include providing a copy of this Article to the new employee(s), including the appropriate appendices of evaluation forms to be used, and a copy of the appropriate job description.
- (b) Employee evaluation shall be based on one (1) formal observation per semester, for a total of two (2) formal observations per evaluation year. All formal observations must be for at least thirty (30) consecutive minutes. Nothing in this paragraph shall prevent the evaluator from including informal observations in developing the Summary Evaluation, as discussed in Articles 11.04(i).
- (c) Prior to making a formal observation, the evaluator shall conduct an individual pre-observation conference with the employee to be evaluated. There may be discussion of circumstances affecting the employee's ability to be evaluated positively, such as, but not limited to: the educational capabilities of the learners, the appropriateness of the learning environment, and the job description of the employee.
- (d) The evaluator shall make an observation of the employee's performance no later than five (5) days after the pre-observation conference, at a time and day mutually agreed upon by the employee and evaluator.
- (e) The evaluator must meet with the affected employee within ten (10) days following the formal observation. Within ten (10) days after the post-observation meeting, the evaluator shall prepare, report, and submit to the employee and report the results of the formal observation on the form included in this Agreement as Appendix C. At this meeting, the evaluator may also discuss with the employee any performance issue observed during informal observations. These informal observations may also be included in the report prepared by the evaluator pursuant to this section.

- (f) If an employee receives a rating of “Does Not Meet Standards” on the first formal Observation Report, the employee shall participate in a professional-improvement plan mutually developed by the school administration and the employee. Such plan will identify specific performance expectations, present specific timelines within which the identified expectations are to be met, provide resources and support the employee may need to meet the expectations, and identify specific consequences if the expectations are not met. The evaluator or his/her designee shall provide affirmative assistance in an effort to improve the employee’s performance. Such assistance may include, but not be limited to: a demonstration lesson; a supply of the appropriate resource material; observation and consultation by and with peers; professional development; and release time for the employee to visit and observe similar classes or activities.
- (g) The employee shall have the right to submit a written response within ten (10) days after receipt of the observation report. If the employee submits a written response, it shall be attached to the evaluator’s report and filed in the personnel file.
- (h) The observation cycle as described in Article sections 11.04(b)- 11.04(e) shall be completed no later than the last day of each semester.
- (i) Each employee evaluated during the school year shall receive a Summary Evaluation, recorded on the form included in this Agreement as Appendix D. The Summary Evaluation will reflect the formal Observation Reports she/he has received. The Summary Evaluation may also be based on informal observations during the school year, documentation for which has been provided to the employee in the course of the school year. The Summary Evaluation shall form the basis for the determination regarding the retention of the employee, as set forth in Appendix E (Summary Evaluation Form).
- (j) The school administration shall provide each affected employee with the Summary Evaluation no later than the last day of the spring semester.
- (k) Employees shall be rated as “meets standards,” “exceeds standards”, or “does not meet standards.”

### **11.05 Classified Evaluation**

Probationary classified employees shall be evaluated within the first year of employment. Thereafter, classified employees shall be evaluated annually. Classified employees shall be evaluated using the Classified Evaluation form, as set forth in Appendix F of this Agreement.

## **Article XII. No Discrimination**

- (a) The School shall not discriminate against any employee on account of race, color, religion, national origin, age, veteran status, disability, political belief, citizenship, gender, gender identity, sexual orientation, union activity, medical condition, pregnancy, marital status, or other legally protected status.
- (b) All employees at the School are free to express views on issues affecting the school and its community without reprisal, as permitted by state and/or federal law.

## **Article XIII. Grievance Procedure**

### **13.01 Definitions**

- (a) A “grievance” is defined as an alleged violation, misinterpretation, or misapplication of this Agreement; school policies relating to wages, hours of employment, and other terms and conditions of employment; or past practice.
- (b) A “grievant” is defined as an employee, a group of employees, or the Union.

### **13.02 General Provisions**

- (a) Employees shall have the right to Union representation at every step of the grievance procedure.
- (b) The School shall provide release time without loss of compensation to employees to discuss grievances or potential grievances with the Union and to attend grievance meetings.
- (c) Failure to respond to a grievance at any step within the required time frame shall result in automatic appeal of the grievance to the next step. Time limits may be extended by mutual agreement.
- (d) An employee in his or her initial probationary period shall have access to the grievance procedure, provided however he or she shall not have the right to grieve his or her termination of employment.

### **13.03 Informal Resolution**

- (a) Grievants are encouraged to discuss concerns directly with their immediate supervisor. The supervisor shall gain a clear understanding of the grievant’s concern or complaint and work with the grievant to correct the problem.
- (b) The supervisor shall respond within ten (10) days of the date of the initial discussion.

### **13.04 Step One - Director**

- (a) If the informal approach fails to achieve the desired result, and the grievant wishes to pursue the matter, the grievant shall present the grievance in writing on the appropriate form (Appendix G) within twenty (20) days after the grievant knew, or should have known, of the circumstances which form the basis for the grievance. The formal document shall be a clear, concise statement of the grievance, citing specific sections of the Agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, and the specific remedy sought. The formal grievance shall be submitted to the Director or designee.
- (b) The Director shall meet with the grievant to discuss the grievance within ten (10) days of receipt of the formal grievance. The Director shall respond to the grievance in writing within ten (10) days of the meeting. The Director shall send copies of the response to both the grievant and the Union.

### **13.05 Grievance Committee**

- (a) If the Union is dissatisfied with the response at step one, the Union may appeal to the Grievance Committee within 20 days of receiving the Step 1 response. The Grievance Committee shall be composed of one appointee from the School, one appointee from the Union and a neutral appointee who shall be selected from a list to be provided by the State Mediation and Conciliation Service. The list shall include five (5) names and the parties shall alternately strike until one neutral is selected. The parties shall flip a coin to determine who strikes first.
- (b) The Grievance Committee shall conduct an evidentiary hearing. The burden of proof in all grievances shall rest with the Union. Following presentation of evidence the Grievance Committee may go directly into Executive Session to discuss the case. If requested by the Grievance Committee, the parties may be asked to submit briefs. If no briefs are deemed necessary the parties shall have an opportunity to make closing arguments.
- (c) The decision of the Grievance Committee shall be final and binding. The Grievance Committee shall provide a written decision to the parties not later than thirty (30) calendar days after the closing of the hearing with Findings of Fact and Conclusions of Law and shall make its decision by majority vote.
- (d) The jurisdiction of the Grievance Committee is limited to whether or not a specific provision of this Agreement has been violated. In no case shall the Grievance Committee have the power to add to, subtract from, or modify any of the terms of this Agreement.

## **Article XIV. Sick Leave**

### **14.01 General**

- (a) Sick leave may be used for personal or family business (no more than 4 days per year), or personal or family illness or injury, or to care for or bond with a newborn child, a newly adopted child, or a newly placed foster child.
- (b) Certificated employees may use accrued sick leave in one half (1/2) day increments. Classified employees may use accrued sick leave in one-hour increments.

### **14.02 Accrual**

- (a) Certificated employees shall accrue ten (10) days of sick leave at the start of each school year. Part-time certificated employees shall accrue sick leave pro rata based on the percentage of time worked. Classified employees shall accrue sick leave at a rate of 0.05 times the number of hours worked.
- (b) Unused sick leave shall be carried forward from one year to the next with a maximum accumulation of 15 days.

### **14.03 Unused Sick Leave**

- (a) Employees in CalSTRS may have their unused sick leave days deemed unused sick leave upon termination of employment for which they receive retirement service credit. Employees who accept a position in a school district may alternatively have such days deemed leave of absence for illness or injury under Education Code Section 44978 for certificated and Education Code Section 45191 for classified employees as permitted by law. The School shall certify to the new school district the total amount of leave of absence for illness or injury to be transferred under Education Code Section 44979 for certificated employees and Education Code Section 45202 for classified employees, as permitted by law.
- (b) Employees not in CalSTRS shall have up to two (2) accrued but unused sick leave days (calculated based on the employee's average work day) paid to them upon retirement.

## **14.04 Leave Donations**

An employee may donate any portion of his or her accrued sick leave days to another employee in his/her bargaining unit who has exhausted his or her accrued sick leave and has a catastrophic illness or injury that requires time off.

## **Article XV. Other Leave**

### **15.01 Bereavement Leave**

- (a) Employees who experience a death in the immediate family shall be granted three (3) days off with pay or five (5) days off with pay for travel exceeding 500 miles.
- (b) For the purpose of bereavement leave, immediate family is defined as spouse, domestic partner, parent (or any person who has actually served in the capacity of parent), grandparent, brother, sister, child, stepchild, foster child, grandchild, mother-in-law, father-in-law, step-mother, step-father, step-brother, step-sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, guardian, aunt, uncle, niece, or nephew.

### **15.02 Judicial Leave**

Employees shall be provided leave for jury duty and to appear as a witness in court, other than as a litigant. While actually serving or required to appear for jury duty, the employee shall receive his/her regular earnings and shall assign to the School all remuneration received for jury duty except for that part received for travel expense reimbursement. Employees shall provide proof of jury service.

### **15.03 Family Medical Leave**

- (a) Employees may take up to twelve (12) workweeks of unpaid leave each year for a serious health condition of the employee or the employee's child, spouse, domestic partner, or parent, or to care for or bond with a newborn child, a newly adopted child, or a newly placed foster child.
- (b) For Family Medical Leave purposes, the leave year shall be the school year.
- (c) The School shall pay the same benefit premiums for an employee on Family Medical Leave as the employee is entitled to under Article 17, Sections 17.01 and 17.02.
- (d) Employees taking Family Medical Leave for a serious health condition shall be allowed to take leave on an intermittent or reduced-schedule basis.

- (e) Unless requested by the employee, the School shall not substitute any of the employee's accrued sick leave during leaves taken pursuant to this section.
- (f) The School shall restore employees returning from Family Medical Leave to their original positions. Assignment to an equivalent position is permitted only if the original position no longer exists.
- (g) All time on Family Medical Leave shall be considered time worked for purposes of determining seniority and other benefits.

#### **15.04 Personal Leave**

- (a) An unpaid personal leave for one (1) semester or one (1) year for reasons of pregnancy, illness or illness of a family member, or military leave transfer shall be granted at the request of the employee, provided the request is received by the Director no later than March 15 for the following school year. Leave requests received after March 15 or for reasons other than pregnancy, illness or illness of a family member, or military transfer leave shall be granted at the discretion of the Director.
- (b) The School will endeavor to return an employee to duty from personal leave to a position similar to the one previously held.
- (c) A personal leave may be extended beyond one (1) semester or one (1) year by mutual agreement between the employee and the School.

### **Article XVI. Assignments**

#### **16.01 Assignments**

- (a) Certificated unit member assignments within grades kindergarten through fifth grade may be as follows:
  - (i) K-1 loop
  - (ii) 2-3 loop
  - (iii) 4-5 loop
- (b) The Director, after consultation with the teaching staff, shall consider the following factors when making assignments for the next school year (in no order of preference): looping, teacher experience, performance evaluations, seniority and the educational program.

## **16.02 Internal Posting Period**

- (a) Notice of known vacancies for the upcoming school year for certificated and classified position vacancies shall be e-mailed to all employees and posted in areas frequented by employees for six (6) days before they are made public. Postings shall include job title, responsibilities, qualifications, salary range, benefits, the date of posting, and how/when to apply. Vacancies during the school year shall be e-mailed to all employees and posted in areas frequented by employees for three (3) days before they are made public. Any subsequent changes to the responsibilities or qualifications for the position shall be e-mailed to all employees and posted in areas frequented by employees and shall result in automatic extension of the internal preference period by six (6) days for vacancies for the upcoming school year and by three (3) days for vacancies during the school year from the date employees are notified of the changes.
- (b) All current employees who submit a letter of interest to the Director during this period and who meet the minimum position qualifications as stated on the job description shall be interviewed.
- (c) The Director shall inform employees who are not selected the reason(s) in writing.
- (d) Notwithstanding any of the above, all current employees shall have the same rights as outside candidates to apply for position vacancies that have been made public.

## **16.03 Work in a Higher Classification**

- (a) Employees who are designated by the Director or his/her designee to temporarily perform duties of a higher job classification shall be paid for the actual hours performing those duties at the salary rate for step 1 of the higher classification or a ten percent (10%) increase over their current pay, whichever is greater.
- (b) Substitute assignments shall be paid at the substitute rate and offered to classified unit members in order of seniority, from highest to lowest, provided that the assignment does not conflict with their regular assignment and that the unit member has a bachelor's degree or higher from a regionally accredited college or university and has satisfied the California Commission on Teacher Credentialing basic skills requirement (for example, by passing the CBEST).

## **Article XVII. Benefits**

### **17.01 General**

- (a) The School shall provide all employees working at least twenty-one (21) hours per week with the health and welfare benefits set forth in this Article.
- (b) The School shall contribute, for each employee working less than twenty-one (21) hours but more than ten (10) hours per week, \$75 per month to a Health Reimbursement Arrangement covering out-of-pocket medical expenses, to the maximum extent permitted by law, incurred by the employee for the employee or the employee's spouse or dependents.

### **17.02 Medical**

The School shall pay for employees working 35 hours a week or more plus dependents (children) on the \$50.00 co-pay plan under Kaiser. The School shall pay for employees working between 21 and 35 hours per week without dependent coverage on the \$50.00 co-pay plan under Kaiser. The School shall reimburse all employees for up to five (5) \$50 co-payments actually incurred annually for the difference between the \$50.00 and \$30.00 co-pay for the duration of this Agreement, unless mutually agreed otherwise.

### **17.03 Dental**

The School shall offer a designated Dental Plan for each employee and eligible dependents at no cost to the employee.

### **17.04 Vision**

The School shall offer a Vision Plan, currently offered through Kaiser, for each employee and eligible dependent(s) for those employees who choose to pay for such a plan.

### **17.05 Life/ AD&D**

The School shall provide each employee a \$10,000 Life/AD&D insurance plan.

### **17.06 Commuter Checks**

The School shall maintain the current commuter check benefit as required by local ordinance.

## **Article XVIII. Discipline**

### **18.01 Grounds for Discipline**

Employees may be disciplined according to the provisions in this article for unprofessional conduct, immoral conduct, dishonesty, conviction of a felony or any

crime involving moral turpitude, or persistent violation of or refusal to obey school policies or reasonable regulations prescribed by the school's governing board. Unsatisfactory performance shall be governed by the provisions set forth in Article 11 (Performance Evaluation).

### **18.02 Progressive Discipline**

- (a) The School shall use progressive discipline. The progressive disciplinary steps shall be as follows:
  - (i) Counseling
  - (ii) Written warning
  - (iii) Suspension
  - (iv) Demotion (Classified only)
  - (v) Termination
- (b) If the actions of the employee threaten the health and/or safety of any other person the School may skip the progressive discipline steps.
- (c) The School shall, upon request from the employee, remove written warnings from an employee's personnel file four (4) years after the date of the last disciplinary occurrence, and they shall be placed in a separate sealed file, unless the conduct was harmful to the emotional and/or physical well being of students. Such material shall not be removed from the separate file except by court order or with the teacher's consent. The School shall not rely upon written warnings once they have been removed from an employee's personnel file as the basis for further discipline.
- (d) In applying the progressive discipline set forth in this article, the following guidelines shall apply: The Employee shall be informed of the consequences of his/her conduct prior to the imposition of any discipline; discipline shall be imposed only after a reasonable investigation of the basis for the discipline and shall be reasonably related to the nature of the offense; and rules, orders and penalties shall be applied fairly and equitably taking into account the employee's past record of discipline.

### **18.03 Notice of Discipline**

- (a) The School shall notify employees of proposed suspensions and/or terminations in writing at least five (5) days before the discipline is imposed. The notice shall include:

- (i) The reason(s) for the discipline, including the charges against the employee and the policy or practice violated, if applicable;
- (ii) Except in cases of termination, the action required to correct the problem and the time frame for corrections;
- (iii) A copy of all materials upon which the discipline is based; and
- (iv) A statement that the employee has the right to appeal the discipline using the grievance procedure in this Agreement.

Employees, upon request, shall have the right to the presence of a Union representative when they are presented with a notice of discipline.

## **Article XIX. Work Year**

### **19.01 Work Year**

The work year for all employees shall be one hundred eighty-four (184) days, excluding summer professional development days. Of these, one hundred seventy-nine (179) shall be instructional days. Five (5) days shall be professional development days, including the equivalent of at least one day before the first day of instruction for classroom set-up.

### **19.02 Holidays**

The School shall observe the same holidays as those observed by the San Francisco Unified School District.

**(See Appendix H, Memorandum of Understanding regarding furlough days for the 2010-2011 and 2011-2012 school year.)**

## **Article XX. Layoffs**

### **20.01 General**

- (a) Employees may be laid off due to lack of work or lack of funds.
- (b) Employees shall be laid off by classification and, for certificated employees, credentials, in reverse order of seniority, from lowest to highest. No certificated employee may be laid off while any other employee with less seniority is retained to render a service for which the former is certificated to render. This section shall not apply to probationary classified employees.

### **20.02 Notice**

- (a) The School shall notify the Union of proposed layoffs in writing at least forty-five (45) days before the effective date. The notice shall include a list of positions subject to layoff and a current seniority list.
- (b) The School shall meet with the Union to consider alternatives to layoffs and shall bargain over any effects of layoffs not specifically addressed in this Agreement.
- (c) The School shall notify affected employees in writing of layoff at least forty-five (45) days before the effective date.

**[See Article XXXII Term for layoff notice provisions for June 2011.]**

### **20.03 Recall Rights**

- (a) Laid off employees and employees who demote as the result of a layoff shall be placed on a recall list for thirty-nine (39) months. Probationary teachers shall be placed on a twenty-four (24) month recall list. If the School is reemploying certificated or permanent classified employees the order of reemployment shall be from most to least senior for the school year for which the layoffs were noticed or occurred. (For example, if layoff notices are sent out for the 2011-2012 school year, upon rescission of these notices, seniority shall apply to rehire that occurs during the 2011-2012 school year. Thereafter, laid off employees shall be recalled based on the needs of the School and not necessarily in order of seniority. )
- (b) Recalled employees shall be reinstated with the same step placement, benefits, rights, and permanent or probationary status [for certificated only], they had at the time they were laid off. The period of the employee's absence shall be treated as a leave of absence and shall not be considered a break in service for seniority.

### **20.04 Other Rights**

- (a) Laid off employees shall have first preference for substitute assignments in their prior classifications, at the regular substitute rate for classified and certificated. Substitute assignments shall be offered to laid off employees who have seniority in the classification in order of seniority, from highest to lowest.
- (b) Laid off employees shall have promotion rights as provided in this Agreement. The School shall e-mail and mail laid off employees all internal postings for position vacancies at the time they are posted.
- (c) The School shall e-mail and mail laid off employees and the Union a copy of all public job announcements at the time they are made public.
- (d) Laid off employees are responsible for notifying the Director of any changes in their e-mail and/or mailing address.

## **Article XXI. Savings Clause**

### **21.01 Savings Clause**

If any provision of this agreement or any application thereof to any employee is held by a court of final jurisdiction or the Public Employment Relations Board (PERB) to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such court or by PERB, but all other provisions and applications shall continue in full force and effect.

### **21.02 Statutory Changes**

- (a) Federal, State, or Municipal legislative or administrative regulations changes that are permissive and affect the provisions of this Agreement shall, upon request of either party, be subjects for negotiations regarding a successor agreement.
- (b) Legislative or administrative regulation changes that are mandatory and are in legal conflict with the provisions of this Agreement shall supersede the conflicting provisions of this Agreement. The School and the Union agree to meet and revise the Agreement to reflect the mandatory change(s).

## **Article XXII. No Strike or Lockout**

Differences between the parties shall be settled by peaceful means as provided in this contract. For the duration of this contract, the Union, in consideration of the terms and conditions provided herein, will not engage in, instigate or condone any strike or work stoppage of members of the bargaining unit. For the duration of this contract, the School, in consideration of the terms and conditions provided herein, will not authorize or permit any lockout of members of the bargaining unit covered by this contract.

## **Articles XXIII-XXVII: Certificated Only**

### **Article XXIII. Academic Freedom—Certificated**

Certificated employees are specifically authorized to choose curricula and curricular materials that they deem appropriate for the students assigned to their classes within the framework of School-adopted curricula and established practices.

### **Article XXIV. Probationary Period—Certificated**

All newly hired certificated employees shall complete a two-year probationary period.

### **Article XXV. Sabbatical Leave**

The Labor-Management Committee will confer annually on the feasibility of Sabbatical Leaves.

### **Article XXVI. Pay—Certificated**

#### **26.01 Salaries**

- (a) Effective July 1, 2011, all teachers and counselors shall be paid based on years of training and years of experience as set forth in Appendix A.
- (b) Certificated employees hired after July 1, 2011, shall be granted a year of credit for each year of prior experience for purposes of initial placement on the salary schedule.
- (c) A certificated employee who holds current National Board for Professional Teacher Standards (NBPTS) certification shall receive an added annual salary payment of \$500 above regular salary schedule placement, provided that the employee is teaching in a position for which he or she holds a current California teaching credential and provided the National Board Certification is in an area relevant to the employee's position at the School.

#### **26.02 Overnight Field Trips**

Certificated employees who attend overnight field trips, with Director approval, shall be compensated with a stipend of \$50 for trips up to two (2) nights or \$100 for trips up to four (4) nights.

## **Article XXVII. Hours of Work—Certificated**

### **27.01 Work Week**

- (a) The work week for certificated employees shall be Monday and Wednesday through Friday from 8:00 a.m. to 3:30 p.m., and Tuesday from 8:00-4:00 p.m.
- (b) Committee work shall be voluntary and may require unit members to work beyond their normal day.
- (c) The School may schedule up to two (2) staff meetings per year (in addition to Tuesday staff meetings) provided that such staff meetings do not extend the work day more than two (2) hours.
- (d) The work week for the counselor shall be an average of 37.5 hours.

### **27.02 Meal Periods**

All employees shall be entitled to a daily uninterrupted thirty (30) minute duty-free lunch in the middle of the day, as long as the employee works a minimum of six (6) hours a day.

### **27.03 Preparation Periods**

- (a) Each certificated staff member shall be entitled to preparation time each week within the work day as follows:

<b>Grade Level</b>	<b>Minutes of Preparation Time</b>
K-5 and art teachers	150
6-8	225

- (b) Such preparation time shall be included within the instructional day, and no designated preparation period may be of less than thirty (30) consecutive minutes.
- (c) Kindergarten teachers may be required to provide enrichment activities for grades 1-5.

## **27.04 Home Visits**

Certificated staff members are authorized to, at their own initiative, conduct visits to the homes of their students with pre-approval by the Director or designee. Those choosing to engage in such activity will be reimbursed for mileage at the prevailing mileage rate authorized by the Internal Revenue Service, so long as reimbursement has been pre-approved by the Director or designee.

## **Articles XXVIII-XXX: Classified Only**

### **Article XXVIII. Probationary Period—Classified**

- (a) All new hires and newly promoted classified employees shall complete a twelve-month probationary period.
- (b) Classified employees transferring to an equal classification shall complete a probationary period of three (3) months.

### **Article XXIX. Pay—Classified**

#### **29.01 Wages**

Effective July 1, 2011, classified employees shall be paid according to the Rate Schedule in Appendix B.

#### **29.02 Step Placement**

- (a) Classified employees who have completed less than one (1) year of service in a classification shall be paid at Step 1.
- (b) Classified employees who have completed one (1) year but less than two (2) years of service in a classification shall be paid at Step 2.
- (c) Classified employees who have completed two (2) years but less than three (3) years of service in a classification shall be paid at Step 3.
- (d) Classified employees who have completed three (3) years but less than four (4) years of service in a classification shall be paid at Step 4.
- (e) Classified employees who have completed four (4) years or more of service in a classification shall be paid at Step 5.
- (f) Classified employees who have completed five (5) years or more of service in a classification shall be paid at Step 6.
- (g) Classified employees who have completed six (6) years or more of service in a classification shall be paid at Step 7.
- (h) Classified employees who have completed seven (7) years or more of service in a classification shall be paid at Step 8.

- (i) Existing employees shall be placed in the step closest to their existing salary that does not result in a reduction from their current salaries and shall receive pay increases as they complete a year of service and move to the next step. The School shall have the discretion to give new employees credit for past years of relevant employment at other institutions.

## **Article XXX. Hours of Work – Classified**

### **30.01 Rest Breaks**

Classified staff members shall be entitled to one (1) paid ten (10) minute break for each four (4) hour daily work period.

### **30.02 Preparation Periods**

Each After School Instructor shall be entitled to an average of 100 unencumbered minutes of preparation time per week.

### **30.03 Lunch Coordinator**

The Lunch Coordinator shall be entitled to twelve (12) hours of set-up time, at the school during the summer before the first day of school. Any time spent working offsite within the twelve (12) hours shall be pre-approved by an administrator.

### **30.04 Staff Meetings**

After School Instructors may be afforded the opportunity, on a rotating basis, to participate in staff meetings on subjects relevant to the after-school program and with the permission of the Director. Such participation shall be within the workday, and shall not be mandated. After-School Instructors shall be provided with the staff meeting agenda, if one exists.

## **Article XXXI. Management Rights**

It is understood that the School retains all of its powers and authority to direct, manage and control to the full extent of the law. Included but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees, determine the times and hours of operation; determine kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staff patterns; determine the number and kinds of personnel required; maintain the efficiency of School operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of any emergency. In addition, the Governing Board retains the right to hire, classify, assign, reassign, transfer,

evaluate, promote, terminate and discipline employees, subject to the terms and conditions of this Agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the School, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, or any other written agreement reached between the Union and the Governing Board, and then only to the extent such specific and express terms are in accordance with law.

### **Article XXXII. Term**

This Agreement shall commence upon ratification, except for the following terms, which shall commence on July 1, 2011: Article 11, Article 14, Article 15, Article 17, and Article 20. However, prior to June 20, 2011, the School shall be required to comply only with the provisions of sections 20.01, 20.03, and 20.04 with respect to layoffs. Following June 20, 2011, the School shall comply with all of the provisions in Article 20. For the 2011-2012 school year either party may reopen on Salary, Benefits, and/or Class Size if the June tax extension election fails. For the 2012-2013 and the 2013-2014 school years the parties may reopen on salary, benefits and up to two articles to be selected by each party.

**Appendix A.           Certificated Salary Schedule**

<b>Years of Service</b>	<b>Teacher with BA</b>	<b>Teacher with BA Plus 30 Units</b>	<b>Teacher with BA Plus 60 Units</b>	<b>Counselor</b>
0	\$47,000	\$50,000	\$52,000	\$50,000
1	\$47,500	\$50,750	\$53,200	\$51,500
2	\$48,100	\$51,500	\$54,400	\$54,400
3	\$48,800	\$52,250	\$56,000	\$57,120
4	\$49,500	\$53,000	\$57,500	\$59,800
5	\$50,200	\$53,750	\$59,000	\$63,130
6	\$50,900	\$54,250	\$60,500	\$64,735
7	\$51,600	\$54,750	\$62,000	\$66,340
8	\$52,300	\$55,500	\$63,500	\$67,945
9	\$53,000	\$56,500	\$65,300	\$69,871
10	\$53,700	\$58,000	\$67,635	\$72,369
11	\$54,400	\$60,000	\$69,135	\$73,974
12	\$55,100		\$69,135	\$73,974
13			\$71,135	\$76,114
14			\$71,135	\$76,114
15			\$71,135	\$76,114
16			\$73,635	\$78,789
17			\$73,635	\$78,789
18			\$73,635	\$78,789
19			\$76,345	\$81,689
20			\$76,345	\$81,689
21			\$76,345	\$81,689
22			\$79,000	\$84,530
23			\$79,000	\$84,530
24			\$79,000	\$84,530
25			\$82,000	\$87,740

**Appendix B: Classified Salary Schedule**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$17.01	\$18.87	\$19.91	\$21.00	\$22.16	\$23.37	\$24.66	\$26.02

## Appendix C:      **Certificated Observation and Evaluation Forms**

Creative Arts Charter School  
Observation Report: Certificated

Teacher's Name:			
Assignment:	TT: <input type="checkbox"/>	Prop.1: <input type="checkbox"/>	Prob.2: <input type="checkbox"/>
	Permanent: <input type="checkbox"/>	Academic Year:	
Date of Pre-Observation:	Began:	Ended:	
Date of Classroom Observation:	Began:	Ended:	
<b>Standards Summary</b>			
Standard 1 Engaging and Support All Students in Learning			
Summary of Observed and Documented Evidence			
Standard 2 Creating and Maintaining an Effective Environment for Learning			
Summary of Observed and Documented Evidence			
Standard 3 Understanding and Organizing Subject Matter Knowledge			
Summary of Observed and Documented Evidence			
Standard 4 Planning, Designing, and Delivering Learning Experiences for All Students			
Summary of Observed and Documented Evidence			
Standard 5 Assessing Student Learning			
Summary of Observed and Documented Evidence			
Standard 6 Developing as a Professional Educator			
Summary of Observed and Documented Evidence			
Pertinent factors that might have hindered the teacher's classroom effectiveness with regard to this lesson but over which he or she had no control:			
Evaluator's Signature:			Title:
Date Signed:			Date Given to Teacher:
Date of Post-Observation meeting:	Began:	Ended:	
Teacher's Signature: (Does not necessarily imply agreement)			Date Signed:

# Appendix D: Evaluation Forms

## Certificated SUMMARY EVALUATION 2011-2012

Teacher's Name:		
Assignment:	Prob. 1: <input type="checkbox"/> Prob. 2: <input type="checkbox"/> Permanent: <input type="checkbox"/>	Academic Year:
Previous Year's Rating:		
<b>CACS CSTPs Standards Summary</b> Summary of Major Strengths Identified During the Year Summary of Major Challenges Identified or Improvements Recommended		
<b>Summary of Standard 1: Engaging and Supporting All Students in Learning</b>		
<b>Summary of Standard 2: Creating and Maintaining an Effective Environment for Learning</b>		
<b>Summary of Standard 3: Understanding and Organizing Subject Matter Knowledge</b>		
<b>Summary of Standard 4: Planning, Designing, and Delivering Learning Experiences for All Students</b>		
<b>Summary of Standard 5: Assessing Student Learning</b>		
<b>Summary of Standard 6: Developing as a Professional Educator</b>		
<b>Summary Evaluation:</b>		
Exceeds Standards <input type="checkbox"/> Meets Standards <input type="checkbox"/> Does Not Meet Standards <input type="checkbox"/>		
Evaluator's Signature:	Title:	
Date Signed:	Date Given to Teacher:	
<input type="checkbox"/> Check if Teacher has submitted a written response and attach.		
Teacher's Signature:	Date Signed:	
(Does not necessarily imply agreement)		

## CREATIVE ARTS CHARTER SCHOOL Summary Evaluation

<b>Teacher's Name:</b> _____			
<b>Assignment:</b> _____	TT: <input type="checkbox"/>	Prob.1: <input type="checkbox"/>	Prob. 2: <input type="checkbox"/>
		Permanent: <input type="checkbox"/>	<b>Academic Year:</b> _____

**LEVELS OF PERFORMANCE**

<b>Level 4</b>	<b>Distinguished:</b> Performance consistently exceeds standards at advanced levels.	<b>Level 2</b>	<b>Basic:</b> Performance at basic levels of meeting standards and is approaching proficient.
<b>Level 3</b>	<b>Proficient:</b> Performance regularly exceeds standards and may occasionally reach distinguished levels.	<b>Level 1</b>	<b>Does Not Meet:</b> Performance is below standards.

**SFUSD CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION**

	F	F	S	S		F	F	S	S
<b>STANDARD 1: ENGAGING AND SUPPORTING</b>					<b>STANDARD 4: PLANNING, DESIGNING &amp; DELIVERING</b>				
1. Connect students' prior knowledge, life experience and with classroom learning.					1. Design long-term and individual plans to foster and support student learning.				
2. Use a variety of instructional strategies to respond to students' diverse needs.					2. Value students' backgrounds, interests, languages, and developmental needs.				
3. Facilitate learning experiences that promote autonomy, interaction and choice.					3. Establish and articulate student learning outcomes, consistent with <i>Content and Performance Standards</i> .				
4. Engage Students in problem solving, critical thinking and other activities that make subject matter meaningful.					4. Sequence and use instructional time effectively.				
5. Promote self-directed, reflective learning in all students.					5. Modify instructional plans to adjust for student needs.				
<b>STANDARD 2: LEARNING ENVIRONMENT</b>					<b>STANDARD 5: ASSESSING STUDENT LEARNING</b>				
1. Create a physical environment that engages all students.					1. Establish and communicate learning outcomes for students.				
2. Establish a learning environment that promotes fairness and respect.					2. Use multiple sources of information to assess learning.				
3. Promote social development and group responsibility.					3. Involve and guide students in assessing their own learning.				
4. Establish and maintain standards for student behavior.					4. Use results of assessments to guide instruction.				
5. Plan and implement classroom procedures and routines that support student learning.					5. Communicate with students and families about progress.				
<b>STANDARD 3: SUBJECT MATTER KNOWLEDGE</b>					<b>STANDARD 6: DEVELOPING AS A PROFESSIONAL EDUCATOR</b>				
1. Demonstrate knowledge of subject matter.					1. Reflect on teaching practices.				
2. Organize curriculum to support student understanding of subject matter based on <i>Content and Performance Standards and Core Curriculum</i>					2. Work with families to foster collaboration and ensure student success.				
3. Interrelate ideas and information within and across subject matter areas.					3. Work with communities to foster collaboration and ensure student success.				
4. Develop student understanding through instructional strategies that are appropriate to the subject.					4. Establish professional goals and pursue growth opportunities.				
5. Use materials, resources, and technologies to make subject matter accessible and engaging to students.					5. Work with colleagues to improve professional practice.				
Teacher's initials that they have seen scores in Standards 1-3					6. Share in responsibility for implementing school expectations, priorities, policies, and procedures.				
					Teacher's initials that they have seen scores in Standards 4-6				

**Summary**

First Observation: Date: \_\_\_/\_\_\_/\_\_\_  
 Exceeds Standards  Meets Standards  Improvement Needed  Unsatisfactory

Second Observation: Date: \_\_\_/\_\_\_/\_\_\_  
 Exceeds Standards  Meets Standards  Improvement Needed  Unsatisfactory

Third Observation: Date: \_\_\_/\_\_\_/\_\_\_  
 Exceeds Standards  Meets Standards  Improvement Needed  Unsatisfactory

Fourth Observation: Date: \_\_\_/\_\_\_/\_\_\_  
 Exceeds Standards  Meets Standards  Improvement Needed  Unsatisfactory

<b>Summary Overview:</b>
Exceeds Standards <input type="checkbox"/> Meets Standards <input type="checkbox"/> Improvement Needed <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>

Teacher Signature*	Date	Evaluator's Signature**	Title	Date
--------------------	------	-------------------------	-------	------

\* A signature on this summary does not necessarily mean the licensed employee agrees with the opinions expressed, but merely indicates the employee has read the analysis, had an opportunity for discussion with his/her immediate supervisor, and understands that he/she has the privilege of discussing it with the Human Resources Division. \*\* I certify that I have supervised and evaluated the professional performance of the above named and I certify to date this school year his/her performance.



# Appendix F: Classified Evaluation Forms

## Creative Arts Charter School Classified Personnel Performance Evaluation

Employee \_\_\_\_\_

Classification \_\_\_\_\_

I. Performance of Assigned Responsibilities		Exceeds Expectations	Meets Expectations	Does Not Meet Expectations
1.	Performs duties accurately and completely	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Demonstrates creativity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Completes tasks in a reasonable amount of time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Plans, organizes and prioritizes effectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Demonstrates thorough knowledge of job responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Complies with CACS policies, regulations and procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments on Performance of Assigned Responsibilities

II. Professional Work Relationships		Exceeds Expectations	Meets Expectations	Does Not Meet Expectations
1.	Works effectively with students, staff and community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Demonstrates courtesy and patience	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### III. Areas of Emphasis

1. Strengths of employee
  
  
2. Areas needing improvement
  
  
3. Suggestions for improvement

### Summary Evaluation

Exceeds Expectations <input type="checkbox"/>	Meets Expectations <input type="checkbox"/>	Does Not Meet Expectations <input type="checkbox"/>
---	---	---

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

*Signature does not necessarily imply agreement.*

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

SS:dh opeiu3 aff-cio (209)



**Appendix H: MOU regarding furlough days**  
**Memorandum of Understanding regarding furlough days for**  
**the 2010-2011 and 2011-2012 school years**

The Creative Arts Charter School (School) and the United Educators of San Francisco, AFT Local 61, AFL-CIO, NEA/CTA (Union) enter the following Memorandum of Understanding regarding furlough days for the 2010-2011 and 2011-2012 school years:

1. There shall be two (2) unpaid furlough days during the 2010-2011 school year to be taken on May 16, 2011, and May 27, 2011. Teachers Maria Jenerik and Michael Chow will take furlough days on May 23, 2011 and May 27, 2011, as they will be working on May 16, 2011 with their students in Washington, D.C., such agreement to be non-precedent setting.
2. There shall be four (4) unpaid furlough days during the 2011-2012 school year to be taken on the same days that San Francisco Unified School District takes its furlough days.
3. The work year for the 2010-2011 school year shall include 177 instructional days and 182 teacher workdays.
4. The work year for the 2011-2012 school year shall include 175 instructional days and 180 teacher workdays.
5. All unit members shall report to work on August 10, 2011.
6. This MOU shall be non-precedential and applicable to the 2010-2011 and 2011-2012 school years unless negotiated otherwise by the parties in reopener negotiations.
7. The School shall create a salary schedule for each year for purposes of STRS credit.

Dated this 13th day of May, 2011

---

## **Appendix N: Financial Projections**

---

# Appendix N: Financial Projections

Student enrollment over next five years features two classes per grade, with 22 students/class in grades K-3, 24 students/class in grade 4-5, and 28 students/class in grades 6-8.

## Five-Year Budget Summary

	Year 1 2014-15		Year 2 2015-16		Cohort Growth Over PY	Year 3 2016-17		Cohort Growth Over PY	Year 4 2017-18		Cohort Growth Over PY	Year 5 2018-19		Cohort Growth Over PY
	Enroll.	Classes	Enroll.	Classes		Enroll.	Classes		Enroll.	Classes		Enroll.	Classes	
K	44	2	44	2		44	2		44	2		44	2	
1	44	2	44	2		44	2		44	2		44	2	
2	44	2	44	2		44	2		44	2		44	2	
3	44	2	44	2		44	2		44	2		44	2	
4	24	1	48	2	4	48	2	4	48	2	4	48	2	4
5	48	2	24	1		48	2		48	2		48	2	
6	56	2	56	2	8	56	2	32	56	2	8	56	2	8
7	56	2	56	2		56	2		56	2		56	2	
8	56	2	56	2		56	2		56	2		56	2	
<b>Total</b>	<b>416</b>	<b>17</b>	<b>416</b>	<b>17</b>	<b>12</b>	<b>440</b>	<b>18</b>	<b>36</b>	<b>440</b>	<b>18</b>	<b>12</b>	<b>440</b>	<b>18</b>	<b>12</b>



	2014/15 <u>Preliminary Budget</u>	2015/16 <u>Preliminary Budget</u>	2016/17 <u>Preliminary Budget</u>	2017/18 <u>Preliminary Budget</u>	2018/19 <u>Preliminary Budget</u>
<b>SUMMARY</b>					
<b>Revenue</b>					
Local Control Funding/General Block Grant	2,556,313	2,653,486	2,895,999	2,985,426	3,074,763
Federal Revenue	-	-	-	-	-
Other State Revenues	66,295	66,295	70,120	70,120	71,896
Local Revenues	356,011	366,692	384,840	396,386	408,277
Fundraising and Grants	292,444	301,217	318,121	327,665	337,495
<b>Total Revenue</b>	<b>3,271,063</b>	<b>3,387,690</b>	<b>3,669,080</b>	<b>3,779,596</b>	<b>3,892,431</b>
<b>Expenses</b>					
Compensation and Benefits	2,465,801	2,545,698	2,751,765	2,844,169	2,906,607
Books and Supplies	112,600	109,347	122,403	122,699	126,380
Services and Other Operating Expenditures	666,263	732,375	733,999	750,501	767,470
Capital Outlay	-	-	-	-	-
<b>Total Expenses</b>	<b>3,244,664</b>	<b>3,387,420</b>	<b>3,608,167</b>	<b>3,717,368</b>	<b>3,800,456</b>
<b>Operating Income (excluding Depreciation)</b>	<b>26,399</b>	<b>269</b>	<b>60,913</b>	<b>62,227</b>	<b>91,975</b>
<i>Operating Income (including Depreciation)</i>	26,399	269	60,913	62,227	91,975
<b>Ending Fund Balance (including Depreciation)</b>	<b>1,024,763</b>	<b>1,025,032</b>	<b>1,085,945</b>	<b>1,148,172</b>	<b>1,240,148</b>
CDE Recommended Reserve (5% of Expenses)	162,233	169,371	180,408	185,868	190,023
<b>Ending Fund Balance as a % of Expenses</b>	<b>32%</b>	<b>30%</b>	<b>30%</b>	<b>31%</b>	<b>33%</b>

## Creative Arts Charter School

Multiyear Budget Summary

As of August 31, 2013

	2014/15	2015/16	2016/17	2017/18	2018/19
	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget
<b>SUMMARY</b>					
<b>Revenue</b>					
General Block Grant	2,556,313	2,653,486	2,895,999	2,985,426	3,074,763
Federal Revenue	-	-	-	-	-
Other State Revenues	66,295	66,295	70,120	70,120	71,896
Local Revenues	356,011	366,692	384,840	396,386	408,277
Fundraising and Grants	292,444	301,217	318,121	327,665	337,495
<b>Total Revenue</b>	<b>3,271,063</b>	<b>3,387,690</b>	<b>3,669,080</b>	<b>3,779,596</b>	<b>3,892,431</b>
<b>Expenses</b>					
Compensation and Benefits	2,465,801	2,545,698	2,751,765	2,844,169	2,906,607
Books and Supplies	112,600	109,347	122,403	122,699	126,380
Services and Other Operating Expenditures	666,263	732,375	733,999	750,501	767,470
Capital Outlay	-	-	-	-	-
<b>Total Expenses</b>	<b>3,244,664</b>	<b>3,387,420</b>	<b>3,608,167</b>	<b>3,717,368</b>	<b>3,800,456</b>
<b>Operating Income (excluding Depreciation)</b>	<b>26,399</b>	<b>269</b>	<b>60,913</b>	<b>62,227</b>	<b>91,975</b>
<i>Operating Income (including Depreciation)</i>	26,399	269	60,913	62,227	91,975
<b>Fund Balance</b>					
Beginning Balance (Unaudited)	998,364	1,024,763	1,025,032	1,085,945	1,148,172
Operating Income (including Depreciation)	26,399	269	60,913	62,227	91,975
<b>Ending Fund Balance (including Depreciation)</b>	<b>1,024,763</b>	<b>1,025,032</b>	<b>1,085,945</b>	<b>1,148,172</b>	<b>1,240,148</b>

## Creative Arts Charter School

Multiyear Budget Summary

As of August 31, 2013

	2014/15	2015/16	2016/17	2017/18	2018/19
	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget
<b>Detail</b>					
<b>Enrollment Breakdown</b>					
K	44	44	44	44	44
1	44	44	44	44	44
2	44	44	44	44	44
3	44	44	44	44	44
4	24	48	48	48	48
5	48	24	48	48	48
6	56	56	56	56	56
7	56	56	56	56	56
8	56	56	56	56	56
<b>Enrollment Summary</b>					
K-3	176	176	176	176	176
4-6	128	128	152	152	152
7-8	112	112	112	112	112
<b>Total Enrolled</b>	<b>416</b>	<b>416</b>	<b>440</b>	<b>440</b>	<b>440</b>
<b>ADA %</b>					
K-3	95%	95%	95%	95%	95%
4-6	95%	95%	95%	95%	95%
7-8	95%	95%	95%	95%	95%
<b>Average</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>
<b>ADA</b>					
K-3	167.2	167.2	167.2	167.2	167.2
4-6	121.6	121.6	144.4	144.4	144.4
7-8	106.4	106.4	106.4	106.4	106.4
<b>Total ADA</b>	<b>395.2</b>	<b>395.2</b>	<b>418.0</b>	<b>418.0</b>	<b>418.0</b>

## Creative Arts Charter School

Multiyear Budget Summary

As of August 31, 2013

		2014/15	2015/16	2016/17	2017/18	2018/19
		Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget
<b>Local Control Funding (General Purpose Entitlement)</b>						
8012	Education Protection Account	458,091	475,505	518,963	534,988	550,998
8015	Charter Schools General Purpose Entitlement - State	350,043	429,802	528,000	601,402	674,730
8096	Charter Schools in Lieu of Prop. Taxes	1,748,179	1,748,179	1,849,036	1,849,036	1,849,036
		<u>2,556,313</u>	<u>2,653,486</u>	<u>2,895,999</u>	<u>2,985,426</u>	<u>3,074,763</u>
<b>8100 Federal Revenue</b>						
<b>SUBTOTAL - Federal Income</b>		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>8300 Other State Revenues</b>						
8550	Mandated Cost Reimbursements	5,533	5,533	5,852	5,852	5,852
8560	State Lottery Revenue	60,762	60,762	64,268	64,268	66,044
<b>SUBTOTAL - Other State Income</b>		<u>66,295</u>	<u>66,295</u>	<u>70,120</u>	<u>70,120</u>	<u>71,896</u>
<b>8600 Other Local Revenue</b>						
8660	Interest	130	134	138	142	146
8676	After School Program Revenue	139,050	143,222	147,518	151,944	156,502
8693	Field Trips	17,823	18,358	18,909	19,476	20,060
8701	PEEF (Prop H)	82,220	84,686	87,227	89,844	92,539
8702	Prop A	116,788	120,292	131,049	134,980	139,030
<b>SUBTOTAL - Local Revenues</b>		<u>356,011</u>	<u>366,692</u>	<u>384,840</u>	<u>396,386</u>	<u>408,277</u>
<b>8800 Donations/Fundraising</b>						
8802	Annual Fund	107,120	110,334	120,200	123,806	127,520
8803	Fundraising (Family Association)	21,424	22,067	24,040	24,761	25,504
8804	Fundraising - 8th Grade Fundraising	30,000	30,900	31,827	32,782	33,765
8813	Fundraising by Dev. Associate and E.D.	51,500	53,045	54,636	56,275	57,964
8814	Auction	51,500	53,045	54,636	56,275	57,964
8815	Board Fundraising	30,900	31,827	32,782	33,765	34,778
<b>SUBTOTAL - Fundraising and Grants</b>		<u>292,444</u>	<u>301,217</u>	<u>318,121</u>	<u>327,665</u>	<u>337,495</u>
<b>TOTAL REVENUE</b>		<u><b>3,271,063</b></u>	<u><b>3,387,690</b></u>	<u><b>3,669,080</b></u>	<u><b>3,779,596</b></u>	<u><b>3,892,431</b></u>

## Creative Arts Charter School

Multiyear Budget Summary

As of August 31, 2013

		2014/15	2015/16	2016/17	2017/18	2018/19
		Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget
<b>EXPENSES</b>						
<b>Compensation &amp; Benefits</b>						
<b>1000</b>	<b>Certificated Salaries</b>					
1100	Teachers Salaries	1,114,785	1,142,654	1,261,232	1,292,763	1,325,082
1111	Teacher - Elective	262,018	268,569	275,283	282,165	289,219
1148	Teacher - Special Ed	-	-	-	-	-
1200	Certificated Pupil Support Salaries	66,353	68,012	69,713	71,455	73,242
1300	Certificated Supervisor & Administrator Salaries	271,842	278,638	285,604	292,744	300,063
<b>SUBTOTAL - Certificated Employees</b>		<b>1,714,999</b>	<b>1,757,874</b>	<b>1,891,832</b>	<b>1,939,128</b>	<b>1,987,606</b>
<b>2000</b>	<b>Classified Salaries</b>					
2300	Classified Supervisor & Administrator Salaries	70,915	72,688	74,505	76,368	78,277
2400	Classified Clerical & Office Salaries	67,726	69,419	71,155	72,934	74,757
2900	Classified Other Salaries	16,590	17,004	17,429	17,865	18,312
2905	Other Classified - After School	94,752	97,121	99,549	102,038	104,589
<b>SUBTOTAL - Classified Employees</b>		<b>249,983</b>	<b>256,233</b>	<b>262,639</b>	<b>269,205</b>	<b>275,935</b>
<b>3000</b>	<b>Employee Benefits</b>					
3100	STRS	141,487	145,025	156,076	159,978	163,978
3300	OASDI-Medicare-Alternative	44,257	45,357	47,796	48,985	50,202
3400	Health & Welfare Benefits	243,449	267,794	314,888	346,377	346,377
3500	Unemployment Insurance	31,636	32,427	34,687	35,554	36,443
3600	Workers Comp Insurance	39,989	40,989	43,846	44,942	46,065
<b>SUBTOTAL - Employee Benefits</b>		<b>500,819</b>	<b>531,592</b>	<b>597,294</b>	<b>635,836</b>	<b>643,066</b>

**Creative Arts Charter School**

Multiyear Budget Summary

As of August 31, 2013

		<b>2014/15</b>	<b>2015/16</b>	<b>2016/17</b>	<b>2017/18</b>	<b>2018/19</b>
		Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget
<b>4000</b>	<b>Books &amp; Supplies</b>					
4100	Approved Textbooks & Core Curricula Materials	21,424	22,067	24,040	24,761	25,504
4200	Books & Other Reference Materials	3,161	3,256	3,547	3,653	3,763
4315	Custodial Supplies	7,944	8,182	8,914	9,181	9,457
4325	Instructional Materials & Supplies	21,424	22,067	24,040	24,761	25,504
4330	Office Supplies	9,850	10,146	11,053	11,384	11,726
4335	PE Supplies	4,413	4,546	4,952	5,101	5,254
4352	After School Snacks and Supplies	6,439	6,632	7,225	7,442	7,665
4353	Arts and Instructional Materials	17,139	17,653	19,232	19,809	20,403
4410	Classroom Furniture, Equipment & Supplies	6,438	-	3,278	-	-
4420	Computers (individual items less than \$5k)	7,898	8,135	8,863	9,129	9,402
4430	Non Classroom Related Furniture, Equipment & Sup	382	393	428	441	454
4720	Other Food	6,088	6,270	6,831	7,036	7,247
	<b>SUBTOTAL - Books and Supplies</b>	<b>112,600</b>	<b>109,347</b>	<b>122,403</b>	<b>122,699</b>	<b>126,380</b>

## Creative Arts Charter School

Multiyear Budget Summary

As of August 31, 2013

		2014/15	2015/16	2016/17	2017/18	2018/19
		Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget
<b>5000</b>	<b>Services &amp; Other Operating Expenses</b>					
5210	Conference Fees	24,205	24,931	25,679	26,449	27,243
5305	Dues & Membership - Professional	6,601	6,799	7,003	7,213	7,429
5400	Insurance	11,707	12,058	13,137	13,531	13,937
5515	Janitorial, Gardening Services & Supplies	27,810	28,644	29,504	30,389	31,300
5520	Security	2,228	2,295	2,364	2,434	2,508
5535	Utilities - All Utilities	52,676	54,256	55,884	57,561	59,288
5605	Equipment Leases	53,523	55,128	18,672	19,232	19,809
5610	Rent	115,575	165,261	174,796	174,796	174,796
5615	Repairs and Maintenance - Building	212	219	225	232	239
5616	Repairs and Maintenance - Computers	3,358	3,459	3,768	3,881	3,997
5617	Repairs and Maintenance - Other Equipment	1,061	1,093	1,126	1,159	1,194
5803	Accounting Fees	9,548	9,835	10,130	10,433	10,746
5807	Family Association Operating Expenses	10,000	10,000	10,000	10,000	10,000
5808	Family Association Fundraising Expenses	4,120	4,244	4,371	4,502	4,637
5809	Banking Fees	4,233	4,360	4,491	4,626	4,764
5812	Business Services	29,732	30,624	31,542	32,489	33,463
5820	Consultants - Renewal	-	-	-	-	-
5824	District Oversight Fees	25,563	26,535	28,960	29,854	30,748
5830	Field Trips Expenses	17,996	18,536	20,194	20,799	21,423
5836	Fingerprinting	743	765	788	811	836
5839	Fundraising Expenses	19,188	19,764	21,531	22,177	22,843
5845	Legal Fees	10,300	10,609	10,927	11,255	11,593
5848	Licenses and Other Fees	1,061	1,093	1,126	1,159	1,194
5851	Marketing and Student Recruiting	515	530	546	563	580
5853	Consultants - Arts Programs	45,000	46,350	47,741	49,173	50,648
5855	Development Consultant / Associate	7,725	7,957	8,195	8,441	8,695
5857	Payroll Fees	2,546	2,623	2,701	2,782	2,866
5866	8th Grade Activities (rev. supported)	30,000	30,900	31,827	32,782	33,765
5872	Special Education Encroachment	66,350	68,341	74,452	76,685	78,986
5874	Sports	13,194	13,590	14,805	15,250	15,707
5875	Staff Recruiting	1,545	1,591	1,639	1,688	1,739
5878	Student Assessment	2,207	2,273	2,476	2,550	2,627
5881	Student Information System	12,632	13,011	14,175	14,600	15,038
5884	Substitutes	47,094	48,506	52,844	54,429	56,062
5920	Communications - Telephone & Fax	6,015	6,196	6,382	6,573	6,770
	<b>SUBTOTAL - Services &amp; Other Operating Exp.</b>	<b>666,263</b>	<b>732,375</b>	<b>733,999</b>	<b>750,501</b>	<b>767,470</b>
	<b>TOTAL EXPENSES</b>	<b>3,244,664</b>	<b>3,387,420</b>	<b>3,608,167</b>	<b>3,717,368</b>	<b>3,800,456</b>

## Appendix O: Admissions Calendar

### CREATIVE ARTS CHARTER SCHOOL

<u>DATE</u>	<u>ACTION</u>
09/13/13	Application period begins on day of first tour
12/16/13	Letters to current waitlist re: lottery for next school year
01/31/14	Application Period ends
03/05/14	Conduct lottery
03/10/14	Return surveys mailed to current families
03/12/14	Initial offer letters mailed + Waitlist letters mailed
03/14/14	Publish waitlist by grade (initials, dob)
03/24/14	Returning surveys due
03/27/14	Follow-up phone calls/emails re: returning surveys
04/11/14	Offer responses due 3:00 p.m.
04/14/14	Additional offers mailed
05/02/14	2 <sup>nd</sup> Round Offer responses due 3:00 p.m.
04/14/14	Welcome letters to initial acceptances
04/30/14	Check with SFUSD on duplicate acceptances
05/02/14	Two school acceptance letters sent as needed
05/09/14	Two school responses due 2:00 p.m.
TBA 05/14	Kindergarten 2012 Parent/Guardian Orientation 6–7 p.m.
thru 05/31/14	Additional offers made as needed every 1–2 weeks
06/08/14	Last day to turn in applications before summer break
08/01/14	School reopens and offers resume; follow-up with enrolled families still “undecided” on return surveys; provide SFUSD with new student info and student transfer info.

## Appendix P: 5-Year Cash Flow Forecast

### Creative Arts Charter School

Monthly Cash Forecast  
As of August 31, 2013

	2013/14												Forecast	AP/AR
	Actual & Projected													
	Jul Actual	Aug Actual	Sep Projected	Oct Projected	Nov Projected	Dec Projected	Jan Projected	Feb Projected	Mar Projected	Apr Projected	May Projected	Jun Projected		
<b>Beginning Cash</b>	<b>\$544,574</b>	<b>417,162</b>	<b>652,584</b>	<b>508,240</b>	<b>510,859</b>	<b>503,051</b>	<b>454,341</b>	<b>456,960</b>	<b>421,636</b>	<b>352,589</b>	<b>415,623</b>	<b>509,660</b>		
<b>Revenue</b>														
General Block Grant	-	82,315	89,085	212,763	154,258	154,258	212,763	154,258	133,921	268,839	99,697	-	2,158,740	596,582
Federal Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Income	-	-	33,387	434	33,387	434	434	13,821	434	434	13,821	434	123,793	26,773
Local Revenues	17	12,962	2,264	15,243	15,243	15,243	15,243	15,243	15,243	15,243	194,827	15,243	332,014	-
Fundraising and Grants	1,954	109	23,417	25,480	25,480	25,480	25,480	25,480	25,480	25,480	25,480	25,480	254,800	-
<b>Total Revenue</b>	<b>1,971</b>	<b>95,386</b>	<b>148,152</b>	<b>253,920</b>	<b>228,368</b>	<b>195,415</b>	<b>253,920</b>	<b>208,802</b>	<b>175,078</b>	<b>309,996</b>	<b>333,824</b>	<b>41,157</b>	<b>2,869,346</b>	<b>623,355</b>
<b>Expenses</b>														
Compensation & Benefits	141,052	158,669	273,658	190,052	182,876	182,876	190,052	182,876	182,876	186,651	179,475	162,940	2,214,053	-
Books & Supplies	704	26,396	29,785	5,505	5,505	5,505	5,505	5,505	5,505	5,505	5,505	5,505	106,432	-
Services & Other Operating Expenses	20,469	13,645	59,142	55,744	55,744	55,744	55,744	55,744	55,744	54,807	54,807	54,807	592,142	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Expenses</b>	<b>162,225</b>	<b>198,711</b>	<b>362,584</b>	<b>251,301</b>	<b>244,126</b>	<b>244,126</b>	<b>251,301</b>	<b>244,126</b>	<b>244,126</b>	<b>246,962</b>	<b>239,787</b>	<b>223,252</b>	<b>2,912,626</b>	<b>-</b>
<b>Operating Cash Inflow (Outflow)</b>	<b>(160,254)</b>	<b>(103,325)</b>	<b>(214,432)</b>	<b>2,619</b>	<b>(15,758)</b>	<b>(48,710)</b>	<b>2,619</b>	<b>(35,324)</b>	<b>(69,048)</b>	<b>63,034</b>	<b>94,037</b>	<b>(182,094)</b>	<b>(43,280)</b>	<b>623,355</b>
Revenues - Prior Year Accruals	-	539,619	70,089	-	7,950	-	-	-	-	-	-	-	-	-
Expenses - Prior Year Accruals	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Receivable - Current Year	40	40	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	(3,838)	(187,773)	-	-	-	-	-	-	-	-	-	-	-	-
Other Balance Sheet Changes	36,639	(13,140)	-	-	-	-	-	-	-	-	-	-	-	-
<b>Ending Cash</b>	<b>417,162</b>	<b>652,584</b>	<b>508,240</b>	<b>510,859</b>	<b>503,051</b>	<b>454,341</b>	<b>456,960</b>	<b>421,636</b>	<b>352,589</b>	<b>415,623</b>	<b>509,660</b>	<b>327,566</b>		

**Creative Arts Charter School**

Monthly Cash Forecast

As of August 31, 2013

	2014/15 Projected												Forecast	AP/AR
	Jul Projected	Aug Projected	Sep Projected	Oct Projected	Nov Projected	Dec Projected	Jan Projected	Feb Projected	Mar Projected	Apr Projected	May Projected	Jun Projected		
<b>Beginning Cash</b>	327,566	603,570	520,704	351,332	378,853	324,630	257,020	273,467	219,467	215,541	350,378	509,646		
<b>Revenue</b>														
General Block Grant	-	88,595	88,595	256,182	159,470	159,470	256,182	159,470	224,736	357,070	167,304	-	2,556,313	639,239
Federal Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Income	-	-	553	553	553	553	553	15,744	553	553	15,744	553	66,295	30,381
Local Revenues	-	-	15,700	15,700	15,700	15,700	15,700	15,700	15,700	15,700	214,708	15,700	356,011	-
Fundraising and Grants	-	-	29,244	29,244	29,244	29,244	29,244	29,244	29,244	29,244	29,244	29,244	292,444	-
<b>Total Revenue</b>	-	88,595	134,093	301,680	204,968	204,968	301,680	220,159	270,234	402,568	427,000	45,498	3,271,063	669,620
<b>Expenses</b>														
Compensation & Benefits	229,995	204,971	214,462	204,971	203,390	203,390	216,044	204,971	204,971	199,641	199,641	179,353	2,465,801	-
Books & Supplies	5,013	25,991	25,991	6,178	6,178	6,178	6,178	6,178	6,178	6,178	6,178	6,178	112,600	-
Services & Other Operating Expenses	20,642	18,813	63,010	63,010	63,010	63,010	63,010	63,010	63,010	61,913	61,913	61,913	666,263	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Expenses</b>	255,650	249,776	303,464	274,160	272,578	272,578	285,232	274,160	274,160	267,731	267,731	247,444	3,244,664	-
<b>Operating Cash Inflow (Outflow)</b>	(255,650)	(161,181)	(169,371)	27,520	(67,610)	(67,610)	16,447	(54,001)	(3,926)	134,837	159,269	(201,946)	26,399	669,620
Revenues - Prior Year Accruals	531,654	78,315	-	-	13,386	-	-	-	-	-	-	-	-	-
Expenses - Prior Year Accruals	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Receivable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	\$0.00	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Balance Sheet Changes	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Ending Cash</b>	603,570	520,704	351,332	378,853	324,630	257,020	273,467	219,467	215,541	350,378	509,646	307,700		

**Creative Arts Charter School**

Monthly Cash Forecast

As of August 31, 2013

	2015/16												Forecast	AP/AR
	Projected													
	Jul Projected	Aug Projected	Sep Projected	Oct Projected	Nov Projected	Dec Projected	Jan Projected	Feb Projected	Mar Projected	Apr Projected	May Projected	Jun Projected		
<b>Beginning Cash</b>	307,700	615,332	541,902	390,027	446,400	411,547	361,504	417,877	383,025	348,933	434,938	573,653		
<b>Revenue</b>														
General Block Grant	-	104,911	104,911	303,363	188,840	188,840	303,363	188,840	204,792	328,021	152,456	-	2,653,486	585,149
Federal Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Income	-	-	553	553	553	553	553	15,744	553	553	15,744	553	66,295	30,381
Local Revenues	-	-	16,171	16,171	16,171	16,171	16,171	16,171	16,171	16,171	221,150	16,171	366,692	-
Fundraising and Grants	-	-	30,122	30,122	30,122	30,122	30,122	30,122	30,122	30,122	30,122	30,122	301,217	-
<b>Total Revenue</b>	-	104,911	151,757	350,209	235,686	235,686	350,209	250,877	251,638	374,868	419,471	46,846	3,387,690	615,530
<b>Expenses</b>														
Compensation & Benefits	245,273	209,995	209,995	218,102	209,995	209,995	218,102	209,995	209,995	214,259	206,153	183,837	2,545,698	-
Books & Supplies	5,163	24,119	24,119	6,216	6,216	6,216	6,216	6,216	6,216	6,216	6,216	6,216	109,347	-
Services & Other Operating Expenses	21,237	19,352	69,518	69,518	69,518	69,518	69,518	69,518	69,518	68,387	68,387	68,387	732,375	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Expenses</b>	271,672	253,467	303,632	293,836	285,729	285,729	293,836	285,729	285,729	288,863	280,756	258,440	3,387,420	-
<b>Operating Cash Inflow (Outflow)</b>	(271,672)	(148,556)	(151,875)	56,373	(50,043)	(50,043)	56,373	(34,853)	(34,091)	86,005	138,715	(211,594)	269	615,530
Revenues - Prior Year Accruals	579,304	75,126	-	-	15,191	-	-	-	-	-	-	-	-	-
Expenses - Prior Year Accruals	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Receivable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Balance Sheet Changes	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Ending Cash</b>	615,332	541,902	390,027	446,400	411,547	361,504	417,877	383,025	348,933	434,938	573,653	362,060		

**Creative Arts Charter School**

Monthly Cash Forecast  
As of August 31, 2013

	2016/17												Forecast	AP/AR
	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected		
<b>Beginning Cash</b>	<b>362,060</b>	<b>591,223</b>	<b>508,040</b>	<b>341,209</b>	<b>392,443</b>	<b>348,664</b>	<b>289,694</b>	<b>340,929</b>	<b>298,026</b>	<b>278,867</b>	<b>396,984</b>	<b>557,243</b>		
<b>Revenue</b>														
General Block Grant	-	108,899	108,899	314,894	196,018	196,018	314,894	196,018	235,829	376,434	175,562	-	2,895,999	672,531
Federal Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Income	-	-	585	585	585	585	585	16,652	585	585	16,652	585	70,120	32,134
Local Revenues	-	-	16,656	16,656	16,656	16,656	16,656	16,656	16,656	16,656	234,932	16,656	384,840	-
Fundraising and Grants	-	-	31,812	31,812	31,812	31,812	31,812	31,812	31,812	31,812	31,812	31,812	318,121	-
<b>Total Revenue</b>	<b>-</b>	<b>108,899</b>	<b>157,953</b>	<b>363,948</b>	<b>245,072</b>	<b>245,072</b>	<b>363,948</b>	<b>261,139</b>	<b>284,883</b>	<b>425,488</b>	<b>458,958</b>	<b>49,054</b>	<b>3,669,080</b>	<b>704,665</b>
<b>Expenses</b>														
Compensation & Benefits	267,187	227,012	227,012	235,684	227,012	227,012	235,684	227,012	227,012	231,573	222,902	196,661	2,751,765	-
Books & Supplies	5,625	27,587	27,587	6,845	6,845	6,845	6,845	6,845	6,845	6,845	6,845	6,845	122,403	-
Services & Other Operating Expenses	18,950	16,897	70,185	70,185	70,185	70,185	70,185	70,185	70,185	68,953	68,953	68,953	733,999	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Expenses</b>	<b>291,762</b>	<b>271,496</b>	<b>324,784</b>	<b>312,714</b>	<b>304,042</b>	<b>304,042</b>	<b>312,714</b>	<b>304,042</b>	<b>304,042</b>	<b>307,372</b>	<b>298,700</b>	<b>272,459</b>	<b>3,608,167</b>	<b>-</b>
<b>Operating Cash Inflow (Outflow)</b>	<b>(291,762)</b>	<b>(162,597)</b>	<b>(166,831)</b>	<b>51,235</b>	<b>(58,970)</b>	<b>(58,970)</b>	<b>51,235</b>	<b>(42,903)</b>	<b>(19,159)</b>	<b>118,117</b>	<b>160,259</b>	<b>(223,405)</b>	<b>60,913</b>	<b>704,665</b>
Revenues - Prior Year Accruals	520,925	79,414	-	-	15,191	-	-	-	-	-	-	-	-	-
Expenses - Prior Year Accruals	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Receivable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Balance Sheet Changes	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Ending Cash</b>	<b>591,223</b>	<b>508,040</b>	<b>341,209</b>	<b>392,443</b>	<b>348,664</b>	<b>289,694</b>	<b>340,929</b>	<b>298,026</b>	<b>278,867</b>	<b>396,984</b>	<b>557,243</b>	<b>333,837</b>		

**Creative Arts Charter School**

Monthly Cash Forecast

As of August 31, 2013

	2017/18												Forecast	AP/AR
	Jul Projected	Aug Projected	Sep Projected	Oct Projected	Nov Projected	Dec Projected	Jan Projected	Feb Projected	Mar Projected	Apr Projected	May Projected	Jun Projected		
<b>Beginning Cash</b>	333,837	624,350	559,100	394,997	466,917	434,051	385,118	457,038	424,172	389,920	490,014	643,711		
<b>Revenue</b>														
General Block Grant	-	118,852	118,852	343,674	213,933	213,933	343,674	213,933	228,614	366,367	170,190	-	2,985,426	653,404
Federal Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Income	-	-	585	585	585	585	585	16,652	585	585	16,652	585	70,120	32,134
Local Revenues	-	-	17,156	17,156	17,156	17,156	17,156	17,156	17,156	17,156	241,980	17,156	396,386	-
Fundraising and Grants	-	-	32,767	32,767	32,767	32,767	32,767	32,767	32,767	32,767	32,767	32,767	327,665	-
<b>Total Revenue</b>	-	118,852	169,360	394,182	264,441	264,441	394,182	280,508	279,121	416,875	461,589	50,508	3,779,596	685,538
<b>Expenses</b>														
Compensation & Benefits	277,802	234,655	234,655	243,544	234,655	234,655	243,544	234,655	234,655	239,330	230,442	201,577	2,844,169	-
Books & Supplies	5,794	27,064	27,064	6,975	6,975	6,975	6,975	6,975	6,975	6,975	6,975	6,975	122,699	-
Services & Other Operating Expenses	19,493	17,379	71,743	71,743	71,743	71,743	71,743	71,743	71,743	70,475	70,475	70,475	750,501	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Expenses</b>	303,089	279,098	333,462	322,262	313,374	313,374	322,262	313,374	313,374	316,780	307,892	279,027	3,717,368	-
<b>Operating Cash Inflow (Outflow)</b>	<b>(303,089)</b>	<b>(160,246)</b>	<b>(164,103)</b>	<b>71,920</b>	<b>(48,933)</b>	<b>(48,933)</b>	<b>71,920</b>	<b>(32,866)</b>	<b>(34,252)</b>	<b>100,094</b>	<b>153,697</b>	<b>(228,519)</b>	<b>62,227</b>	<b>685,538</b>
Revenues - Prior Year Accruals	593,602	94,996	-	-	16,067	-	-	-	-	-	-	-	-	-
Expenses - Prior Year Accruals	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Receivable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Balance Sheet Changes	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Ending Cash</b>	<b>624,350</b>	<b>559,100</b>	<b>394,997</b>	<b>466,917</b>	<b>434,051</b>	<b>385,118</b>	<b>457,038</b>	<b>424,172</b>	<b>389,920</b>	<b>490,014</b>	<b>643,711</b>	<b>415,192</b>		

**Creative Arts Charter School**

Monthly Cash Forecast

As of August 31, 2013

	2018/19												Forecast	AP/AR
	Projected													
	Jul Projected	Aug Projected	Sep Projected	Oct Projected	Nov Projected	Dec Projected	Jan Projected	Feb Projected	Mar Projected	Apr Projected	May Projected	Jun Projected		
<b>Beginning Cash</b>	415,192	679,638	613,956	444,565	527,629	493,013	442,330	525,394	491,223	455,206	566,565	724,145		
<b>Revenue</b>														
General Block Grant	-	122,522	122,522	354,286	220,539	220,539	354,286	220,539	235,205	376,957	175,097	-	3,074,763	672,270
Federal Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Income	-	-	585	585	585	585	585	17,096	585	585	17,096	585	71,896	33,022
Local Revenues	-	-	17,671	17,671	17,671	17,671	17,671	17,671	17,671	17,671	249,240	17,671	408,277	-
Fundraising and Grants	-	-	33,750	33,750	33,750	33,750	33,750	33,750	33,750	33,750	33,750	33,750	337,495	-
<b>Total Revenue</b>	-	122,522	174,527	406,292	272,545	272,545	406,292	289,056	287,211	428,962	475,183	52,006	3,892,431	705,292
<b>Expenses</b>														
Compensation & Benefits	278,760	242,697	242,697	242,697	242,697	242,697	242,697	242,697	242,697	238,378	238,378	209,514	2,906,607	-
Books & Supplies	5,967	27,876	27,876	7,185	7,185	7,185	7,185	7,185	7,185	7,185	7,185	7,185	126,380	-
Services & Other Operating Expenses	20,053	17,876	73,346	73,346	73,346	73,346	73,346	73,346	73,346	72,040	72,040	72,040	767,470	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Expenses</b>	304,780	288,448	343,919	323,228	323,228	323,228	323,228	323,228	323,228	317,602	317,602	288,738	3,800,456	-
<b>Operating Cash Inflow (Outflow)</b>	<b>(304,780)</b>	<b>(165,927)</b>	<b>(169,392)</b>	<b>83,064</b>	<b>(50,683)</b>	<b>(50,683)</b>	<b>83,064</b>	<b>(34,172)</b>	<b>(36,017)</b>	<b>111,360</b>	<b>157,580</b>	<b>(236,732)</b>	<b>91,975</b>	<b>705,292</b>
Revenues - Prior Year Accruals	569,226	100,245	-	-	16,067	-	-	-	-	-	-	-	-	-
Expenses - Prior Year Accruals	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Receivable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Balance Sheet Changes	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Ending Cash</b>	<b>679,638</b>	<b>613,956</b>	<b>444,565</b>	<b>527,629</b>	<b>493,013</b>	<b>442,330</b>	<b>525,394</b>	<b>491,223</b>	<b>455,206</b>	<b>566,565</b>	<b>724,145</b>	<b>487,413</b>		

## Appendix Q: 5-Year Enrollment & Staff Forecast

### Creative Arts Charter School

Multiyear Budget Summary

#### Enrollment Summary

	Year 1 2014-15			Year 2 2015-16		Cohort Growth Over PY	Year 3 2016-17		Cohort Growth Over PY	Year 4 2017-18		Cohort Growth Over PY	Year 5 2018-19		Cohort Growth Over PY
	Enroll.	Classes		Enroll.	Classes		Enroll.	Classes		Enroll.	Classes		Enroll.	Classes	
K	44	2		44	2		44	2		44	2		44	2	
1	44	2		44	2		44	2		44	2		44	2	
2	44	2		44	2		44	2		44	2		44	2	
3	44	2		44	2		44	2		44	2		44	2	
4	24	1		48	2	4	48	2	4	48	2	4	48	2	4
5	48	2		24	1		48	2		48	2		48	2	
6	56	2		56	2	8	56	2	32	56	2	8	56	2	8
7	56	2		56	2		56	2		56	2		56	2	
8	56	2		56	2		56	2		56	2		56	2	
<b>Total</b>	<b>416</b>	<b>17</b>		<b>416</b>	<b>17</b>	<b>12</b>	<b>440</b>	<b>18</b>	<b>36</b>	<b>440</b>	<b>18</b>	<b>12</b>	<b>440</b>	<b>18</b>	<b>12</b>

#### Staffing Summary

	Year 1 2014-15		Year 2 2015-16		Year 3 2016-17		Year 4 2017-18		Year 5 2018-19	
	FTE	Notes	FTE	Notes	FTE	Notes	FTE	Notes	FTE	Notes
<b>Certificated</b>										
Core Teachers	18.5	Include Gym	18.5	Include Gym	20.0	Include Gym	20.0	Include Gym	20.0	Include Gym
Elective Teachers	4.3	Music, Dance, Art	4.3	Music, Dance, Art	4.3	Music, Dance, Art	4.3	Music, Dance, Art	4.3	Music, Dance, Art
Counselor	1.0		1.0		1.0		1.0		1.0	
Certificated Supervisor/Administrators	3.0		3.0		3.0		3.0		3.0	
<b>Classified</b>										
Business Manager	1.0		1.0		1.0		1.0		1.0	
Clerical/Office Staff	1.7		1.7		1.7		1.7		1.7	
Other Classified - Yard Duty/PE Support	0.5		0.5		0.5		0.5		0.5	
Other Classified - After School	2.5		2.5		2.5		2.5		2.5	
<b>Total Staffing (FTE)</b>	<b>32.5</b>		<b>32.5</b>		<b>34.0</b>		<b>34.0</b>		<b>34.0</b>	

Appendix R: New Laws Applicable to Charter Schools 2009-2013

Governing Law: “Renewals and material revisions of charters are governed by the standards and criteria in Section 47605, and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.” (Ed. Code 47607(a)(2))

Governing Law: “... [A] reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed.” (5 CCR 11966.4(a)(2))

<b>Effective Date</b>	<b>Legal Citation/Description</b>	<b>How the Charter School has Met the Requirement</b>
<b>July 1, 2013</b>	Education Code Section 47605(b)(5)(a), charter must contain a description of annual goals to be achieved in the state priorities, and specific annual actions to achieve those goals	Added chart to “Section A” describing goals and annual actions in the state priorities
<b>July 1, 2013</b>	Education Code Section 47605(b)(5)(B), pupil outcomes must align with the state priorities that apply for the grade levels served or the nature of the program	Added chart to “Section B” to demonstrate pupil outcomes aligned to the applicable state priorities
<b>July 1, 2013</b>	Education Code Section 47605(b)(5)(C), the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported in the SARC	Added chart to “Section B” to demonstrate that method for measuring pupil outcomes aligned to applicable state priorities are measured consistent with the SARC
<b>July 1, 2013</b>	Education Code Section 47606.5, on or before July 1, 2015, and annually thereafter, charter schools must update the goals and annual actions to achieve the goals by submitting a Local Control Accountability Plan (“LCAP”)	Requirement not yet effective; CACS will utilize CDE-created LCAP reporting form and will submit reports annually, as required
<b>July 1, 2013</b>	Education Code Section 47604.32(c), authorizer must ensure that charter schools submit LCAP annually	Requirement not yet effective; CACS will utilize CDE-created LCAP reporting form and will submit reports annually, as required
<b>July 1, 2013</b>	Education Code Section 47604.33(a)(2), submit LCAP annually	Requirement not yet effective; CACS will utilize CDE-created LCAP reporting form and will submit reports annually, as required
<b>July 1, 2013</b>	Education Code Section 47607.3, consequences for failure to improve outcomes for 3 or more numerically significant pupil subgroups, revocation	Not applicable; CACS is not under threat of revocation for failure to improve pupil outcomes
<b>July 1, 2013</b>	Education Code Section 47604.5(d), State Board may revoke charter for failure to improve pupil outcomes across multiple state and school priorities	Not applicable; CACS is not under threat of revocation for failure to improve pupil outcomes

<b>Effective Date</b>	<b>Legal Citation/Description</b>	<b>How the Charter School has Met the Requirement</b>
<b>January 1, 2013</b>	Education Code Section 47605(b)(5)(B), charter petition must include pupil outcomes that address increases in pupil academic achievement both schoolwide and for all numerically significant pupil subgroups	Compliant language added to “Section B” of charter
<b>January 1, 2013</b>	Education Code Section 47605.6(b)(5)(B), charter petition must include pupil outcomes that address increases in pupil academic achievement both schoolwide and for all numerically significant pupil subgroups	Not applicable (not a countywide benefit charter)
<b>January 1, 2013</b>	Education Code Section 47607(a)(3) and (b)(1), factors and threshold requirements for considering renewal of charter petitions	CACS has met threshold requirements for renewal and has demonstrated student academic achievement; both shown in charter
<b>January 1, 2013</b>	Education Code Section 47607(c)(2), factors for considering revocation	Not applicable; CACS not under threat of revocation
<b>January 1, 2013</b>	Education Code Section 49010, <i>et seq.</i> , prohibition on pupil fees for educational activities	CACS has adopted a policy regarding pupil fees, and does not charge pupil fees for educational activities
<b>January 1, 2013</b>	Education Code Section 49068, transfer of student records	While not applicable to charter schools, CACS does comply with requests for transfer of student records within 10 days
<b>January 1, 2013</b>	Education Code Section 48645.5, enrollment or readmission of students who have had contact with the juvenile justice system	While not applicable to charter schools, the CACS will not deny enrollment or readmission to a student solely on the basis that he or she has had contact with the juvenile justice system
<b>January 1, 2013</b>	Education Code Section 12001.7, application for construction bond	Not applicable; CACS is not applying for a construction bond
<b>January 1, 2013</b>	Education Code Section 48900(r), suspension and expulsion offenses	While not a requirement of charter schools, list of enumerated offenses was revised to account for electronic bullying
<b>June 27, 2012</b>	Education Code Section 47603, borrowing moneys from a county office of education to meet cash management needs	Not applicable; the CACS has not borrowed money from the District/County
<b>January 1, 2012</b>	Education Code Section 200, Nondiscrimination	CACS will not discriminate against students on the basis of gender identity and gender expression (affirmation(s) in charter petition)

<b>Effective Date</b>	<b>Legal Citation/Description</b>	<b>How the Charter School has Met the Requirement</b>
<b>January 1, 2012</b>	Education Code Section 47605.6(b)(5)(B) (pupil outcomes demonstrate that pupils have attained ... aptitudes...)	Not applicable (not a countywide benefit charter school)
<b>January 1, 2012</b>	Education Code Section 47605.6(e)(1) (nondiscrimination on the basis of gender identity and gender expression)	Not applicable (not a countywide benefit charter school)
<b>January 1, 2012</b>	Education Code Section 47612.7 (Center for Advanced Research and Technology; statute inoperative on 7/1/17)	Not applicable (not Clovis or Fresno Unified School Districts)
<b>December 16, 2011</b>	5 CCR 11965, definitions for general provisions related to charter schools	Not applicable; charter petition has not been non-renewed
<b>December 16, 2011</b>	5 CCR 11968.5.1, revocation of a charter by the State Board of Education	Not applicable; CACS not eligible for revocation by State Board of Education
<b>December 16, 2011</b>	5 CCR 11968.5.2, charter revocation	Not applicable; CACS not under threat of revocation
<b>December 16, 2011</b>	5 CCR 11968.5.3, charter revocation if severe and imminent threat to health and safety of pupils	Not applicable; CACS not under threat of revocation
<b>December 16, 2011</b>	5 CCR 11968.5.4, appeal of a district charter revocation to a county board of education	Not applicable; CACS not under threat of revocation
<b>December 16, 2011</b>	5 CCR 11968.5.5, appeal of a county board of education charter revocation to the State Board of Education	Not applicable; CACS not under threat of revocation
<b>November 23, 2011</b>	5 CCR 11966.4, renewals, appeals, and statewide benefit charter schools	Compliant language added to "Introduction" section of charter and appendix
<b>November 23, 2011</b>	5 CCR 11966.5, appeals of non-renewed charters to county board of education	Not applicable; charter petition has not been non-renewed
<b>November 23, 2011</b>	5 CCR 11966.6, appeals of non-renewed charters to State Board of Education	Not applicable; charter petition has not been non-renewed
<b>November 23, 2011</b>	5 CCR 11966.7, categorical funding for charter schools renewed by a different authorizer	Not applicable; charter petition has not been non-renewed
<b>November 23, 2011</b>	5 CCR 11967, appeals of petitions for the establishment of a charter school	Not applicable; CACS is not a new charter school
<b>November 23, 2011</b>	5 CCR 11967.5.1	Not applicable; CACS is not appealing to State Board of Education
<b>February 13, 2011</b>	5 CCR 11968.5, revocation by State Board of Education	Not applicable; CACS not eligible for revocation by State Board of Education

<b>Effective Date</b>	<b>Legal Citation/Description</b>	<b>How the Charter School has Met the Requirement</b>
<b>January 1, 2011</b>	Education Code Section 48900(r), suspension and expulsion offenses	While not a requirement of charter schools, list of enumerated offenses was revised to account for electronic bullying
<b>January 1, 2011</b>	Education Code Section 48000 (transitional kindergarten)	If CACS receives apportionment for Transitional Kindergarten, it will offer Transitional Kindergarten
<b>January 1, 2011</b>	Education Code Section 47614.5(i) (distribution of facilities grants)	Not applicable; Superintendent is responsible for change, not CACS
<b>January 1, 2011</b>	Education Code Section 48000 (minimum age for admission)	CACS complies with minimum age for admission by screening all applicants for birthdates in accordance with Education Code Section 48000
<b>September 18, 2010</b>	5 CCR 11967.6, statewide benefit charter petition	Not applicable; CACS is not a statewide benefit charter school
<b>September 18, 2010</b>	5 CCR 11967.6.1, statewide benefit charter petition notifications	Not applicable; CACS is not a statewide benefit charter school
<b>January 1, 2010</b>	Corporations Code Section 5047, prohibition on nonvoting directors of a nonprofit public benefit corporation	No non-voting directors on the CACS Board of Directors
<b>January 1, 2010</b>	Education Code Section 47614.5(i) (distribution of facilities grants)	Not applicable; Superintendent is responsible for change, not CACS
<b>January 1, 2010</b>	Education Code Section 47634.1(e) (limitation on funding deficiency)	Not applicable; CACS is not responsible for change
<b>January 1, 2010</b>	Education Code Section 47660(c) (inapplicability to conversion charter school)	Not applicable; CACS is not a conversion charter school
<b>January 1, 2009</b>	Education Code Section 47605(h) (definition of academically low achieving)	Not applicable; CACS is not a new charter school
<b>January 1, 2009</b>	Education Code Section 47612.7 (Center for Advanced Research and Technology; statute inoperative on 7/1/17)	Not applicable (not Clovis or Fresno Unified School Districts)