

# **High Tech High Media Arts**

**A CHARTER SCHOOL PROPOSAL AND PETITION**

**October 7, 2003**

**For Presentation to  
Trustees  
of the  
San Diego Unified School District**

## **SUMMARY**

The organizers and operators of High Tech High and High Tech Middle in San Diego plan to open High Tech Media Arts Charter School ("School") September 2004 and maintain an enrollment of about 400 students in grades 9-12, starting with about 160 students in grades 9-10. We are currently seeking a suitable site in the east city area. The School will draw upon the diversity of the San Diego region, including economically disadvantaged students, while maintaining high performance standards for all students. It will organize as a legally separate entity from High Tech High, directly funded by the State, operating under a separate charter and by a non-profit corporation specifically created to administer charter schools founded on the High Tech High educational design principles. The High Tech Media Arts Charter School will purchase administrative services from its parent corporation. The School will seek to join a special education local plan area (SELPA) as its own local education agency (LEA) for purposes of special education service delivery to the School. The School reserves the right to operate additional sites within the San Diego Unified School District and will provide notification to the district at least 90 days in advance of opening any additional site.

## **BACKGROUND**

The Gary and Jerri-Ann High Tech High has operated a successful charter high school since September 2000. It grew to about 500 students. Its organizers and operators also opened a middle school in August 2003 with 320 students. This group would now like to open another charter high school, High Tech Media Arts, incorporating all High Tech High's design principles.

Over 1000 8th and 9th grade students applied for the initial 200 openings at High Tech High in September 2000. The demand for High Tech High's program has continued unabated ever since. However, fundamental to its design was keeping the enrollment of High Tech High under 500. To satisfy the demonstrated need for expansion without compromising school size, High Tech High has elected to create this sister high school incorporating all of its design principles.

High Tech Media Arts expects to rate well on the Academic Performance Index, based on the success of High Tech High. In its first three years of operation High Tech High scored a "10" in both "all" and "peer" API rankings..

## **STUDENT POPULATION**

High Tech Media Arts believes its student body population will ultimately reflect the demographic diversity of the San Diego Unified School District ("District" or "SDUSD"). The School believes it will draw about 85% of its students, as High Tech High does now, from within the boundaries of the District.

## DECLARATIONS

High Tech Media Arts shall be nonsectarian and nondiscriminatory in its programs, admissions policies, employment practices and all other operations. High Tech East City shall not discriminate on the basis of ethnicity, race, creed, color, national origin, age, gender, disability or other basis prohibited by law. High Tech Media Arts will not charge tuition.

Admission to High Tech Media Arts shall not be determined according to the place of residence of the pupil within California, or of his or her parent or guardian, save for admission preferences stipulated in Element Eight (H) Admission Requirements, below.

## FIFTEEN REQUIRED CHARTER ELEMENTS (A-O)

### **Element One (A) – Educational Program**

High Tech Media Arts will be based on a simple but compelling educational vision: provide each student with rigorous and relevant academic and workplace skills in order to prepare graduates for rewarding lives in our increasingly diverse society. High Tech Media Arts will accomplish this by adopting High Tech High's proven approach to education. High Tech Media Arts Charter School teachers will work with students on specific, real-world projects to develop analytical thinking and technical skills, and to foster each student's sense of accomplishment and community. Class size will be small, with a preferred student/teacher ratio of 25 to 1. Teachers will work in cross-disciplinary teams to increase the integration and depth of subject matter, as well as to increase the communication between instructors and students. Staff will participate in on-going professional development and collaboration. High Tech Media Arts believes learning best occurs according to the educational program described in this charter.

### **Design Principles**

Like High Tech High, the design principles of the High Tech Media Arts program stem from a 1996 landmark study of what commonalities were shared by 23 highly regarded urban high schools in 16 states that used school-to-work strategies as a lever for whole-school reform. The findings of this research, *The New Urban High School Project*, form the basis of the High Tech Media Arts instructional program for which they are just as relevant as at High Tech High. The core organizational principles are: personalization, adult world connection and common intellectual mission.

***Personalization*** High Tech Media Arts will cultivate academic excellence by encouraging each student to personally invest in her or his education. By knowing students well, the High Tech Media Arts faculty and support staff will encourage students to develop personal strengths and interests. Each student will have an individual staff advisor. Advisors will visit the home of each new student or visit with new student families on campus if so requested as an alternative. Students will pursue their particular

interests through projects and prepare personal digital portfolios to document their achievements.

***Adult World Connection*** High Tech Media Arts students will engage in real world projects that enable them to learn while working on problems of interest and concern to adults in the community. Students in 11<sup>th</sup> and 12<sup>th</sup> grade will spend time off-site in academically germane workplace internships. These internships, while tailored to student interests, will capitalize on problem solving opportunities offered by the leaders of the workplace to the School and its students.

***Common Intellectual Mission*** Centered on High Tech Media Arts *Habits of Mind* (see Six Learning Areas, next), the curriculum will be engaging and rigorous. Assessment is performance based. Students will create products, solve problems, and present their work to both students and adults. In addition to traditional letter grade and standardized test assessment, faculty will assess students learning through digital portfolios and verbal presentations of learning ("POLs"). The School will avoid "tracking" and other forms of ability grouping.

### **Expectations in Six Learning Areas**

Using the three program design principles, High Tech Media Arts expects students to achieve competency in six learning areas: collaboration, technology, communication, art and design, ethics and responsibility, and habits of mind.

***Collaboration*** (How do I work with others?) Many High Tech Media Arts projects will require students to work together to draw upon their collective thinking and experience. When students work in teams on projects, their collaboration is an explicit focus for assessment.

***Technology*** (How do I use technology?) Students will develop expertise with both computer hardware and software. High Tech Media Arts faculty will also encourage students to discuss the various technologies that they use in their projects - how they use the technology, what problems they meet, how they might improve it, and what steps they will take next with it.

***Communication*** (How do I take in and express information?) High Tech Media Arts Charter School faculty, peers, and community members will encourage students' oral and written communication skills in classroom discussions, group work, and advisory groups. End-of-term POL's will provide students opportunities to demonstrate learning as well as to receive feedback from peers, teachers, and community members.

***Art and Design*** (How do I give shape and form to my ideas?) High Tech Media Arts Charter School students will study four basic elements of art: history, production, aesthetics, and criticism. They will learn how to communicate new ideas through self-

expression and will develop an artistic understanding of our multi-cultural world. Students will learn digital painting, drawing and sculpture media.

***Ethics and Responsibility*** (How do my beliefs inform my actions?) Students will routinely be asked to explore ethical issues in social studies, in science, in advisory groups, and in community meetings.

***Habits of Mind*** (How do I think critically?) In approaching texts and developing projects, staff and students will practice asking these critical questions:

- Perspective: What is the viewpoint?
- Evidence: How do we know?
- Relevance: Why does this matter?
- Connection: How does this connect to other things?
- Supposition: What if things were different?

Pre-admission orientation sessions, parent and public communications, parent meetings, classroom instruction, and posters on the walls will make clear these learning area expectations to High Tech Media Arts stakeholders.

The High Tech Media Arts course requirements will meet all state academic standards applicable to charter schools. High Tech Media Arts will offer, at a minimum, the same number of minutes of instruction as required by law. The typical school day will begin at approximately 8:45 A.M. and end at 3:45 P.M. The school year will comprise two semesters. High Tech Media Arts will address the needs of English language learners, gifted students, and below grade level and other at-risk students through the educational program described above, one purposely designed to engage these categories of students along with others. High Tech Media Arts will seek WASC accreditation (already conferred upon High Tech High). Afternoon and intersession tutorials will supplement the needs of students not otherwise met by the regular program.

Faculty members at High Tech Media Arts will participate in ongoing professional development. This will normally include:

- Regular meetings, 45 minutes per day, without students, for collaboration and program development
- Weekly all-staff meetings
- Various development workshops throughout the year
- Two-week long teacher preparation session in August before the opening of school
- Several day-long professional development sessions throughout the year

While High Tech Media Arts envisions itself as a school of daily attendance, this charter also sanctions the possibility of independent study as a conceivable adjunct to its regular program. If independent study is provided, the School will comply with state laws relating to independent study as set forth in Education Code § 47612.5.

The School reserves the right to refine its master calendar at any time in the best interests of its student population. Further, the School reserves the right to expand its enrollment at its current site up to 600 students upon notice to the District by January 1<sup>st</sup> of the prior school year.

Ultimately, the High Tech Media Arts program aims to have its pupils become self-motivated, competent, lifelong learners, prepared to thrive throughout their lives as educated individuals in the 21st century.

### **Element Two (B)– Measurable Pupil Outcomes**

High Tech Media Arts students will meet all academic standards as adopted by the State Board of Education applicable to charter schools.

High Tech Media Arts intends to graduate its students with:

- A diploma from High Tech Media Arts
- A course of study that meets all course requirements for entry into the University of California
- SAT scores, a transcript, a portfolio and college credits that greatly increase opportunities for admission to a college, CSU, UC or other notable institutions, e.g., the Ivy League.

High Tech Media Arts teachers will offer honors level work to all students.

The School will demonstrate student improvement on standardized tests that compare favorably with District schools that have similar student demographics. In terms of the School's instructional program, standardized test scores will serve as a proxy, however limited, for the School's commitment to improvement in academic achievement.

High Tech Media Arts will aim to achieve scores on the Academic Performance Index (API) at or above the 7th decile.

The School will have higher student attendance rates than similar District schools. This will measure student and family commitment to, and involvement in, the School's instructional program.

The School will have higher staff attendance rates than similar District schools. This will measure staff commitment to, and involvement in, the School's instructional program and staff development initiatives.

High Tech Media Arts Charter School currently considers the following to be similar District high schools: Crawford, Hoover, Kearny, La Jolla, Lincoln, Point Loma, San Diego and Scripps Ranch.

### **Element Three (C) – Method of Measuring of Pupil Progress**

High Tech Media Arts will comply with all state assessment and accountability requirements applicable to charter schools. The School will certify that its pupils have participated in the state testing program in the same manner as other District students.

The School will use District methods to measure these rates:

- Student achievement on state mandated assessments
- Student attendance
- Staff attendance
- Parent participation

The School will make available a traditional transcript for each student in order to ease transfer of credits to other schools, to facilitate admissions to colleges or universities and to better communicate with parents. Students will earn traditional grades for classes such as language, math and science. However, letter grades and test scores are limited indicators of progress within the High Tech Media Arts Six Learning Areas. To assess what students know and can do as a result of their project work, High Tech Media Arts will also use student digital portfolios and digitally-assisted assessments of Habits of Mind.

*Digital Portfolio* All students will develop a digital portfolio of student information, work samples, evaluations, and reflections on learning. Student portfolios will be reviewed the end of the first semester and the end of the school year to assess competencies and readiness to progress to the next year of study. Parents will be able to monitor their student's progress via the Internet.

*Habits of Mind Assessment* High Tech Media Arts students must meet the School's grade level learning standards before promotion or graduation. A digital assessment system will make feedback about student work available to all appropriate stakeholders and, linked to the digital portfolio, will provide concrete examples for faculty and student discussions about academic standards.

Additionally, each High Tech Media Arts student must demonstrate mastery of appropriate technology in course work, including word processing, spreadsheets, database and graphics software, the Internet and High Tech East City Charter School's local area network.

High Tech Media Arts will maintain contemporaneous written records that document pupil attendance and shall make these records available for audit and inspection.

### **Element Four (D) – Governance** **Corporate Structure**

High Tech High Media Arts will be governed by the Board of Directors of High Tech High, a duly constituted California nonprofit public benefit corporation which is subsidiary to HTH Learning. The Board of High Tech High will have legal and fiduciary responsibility for the wellbeing of all sites under its governance. The High Tech High board will meet at least quarterly and will hold its meetings in accordance with the Brown Act. The High Tech High board will have five members, a majority of whom shall represent the business community. Additional board members will be selected to represent educators and the community-at-large. All potential board members will be screened to ensure that they possess the skills and experience necessary to fulfill the responsibilities entrusted to High Tech High board members.

### **Community Involvement**

The School will engage a coalition of parents, teachers and community leaders, meeting on a periodic basis, to advise the School on the operations of the School program, staff, teachers, students and fundraising, all with the purpose of increasing student achievement.

### **Special Education**

The School will act as its own LEA for purposes of special education. In concert with other schools within the High Tech High family, the School will seek to join a SELPA as an LEA. The School will comply with all the applicable rules, regulations, policies and procedures pertaining to that SELPA.

Acting as its own LEA for purposes of special education, the School specifically indemnifies the District, holds it harmless and shall defend it from any liability that may arise from the improper or inadequate delivery of special education services. The full indemnification agreement within Element 17, Legal Status and Liability, shall apply here as well.

### **Element Five (E) – Employee Qualifications**

To the extent required by law, teachers in the School will be required to hold a Commission of Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. This may include emergency permits and credentials as well as student teachers from colleges or universities. As provided by law, the School may exercise flexibility with regard to those teaching non-core, non-college preparatory courses.

High Tech Media Arts may employ qualified adults to assist credentialed teachers in student instruction. A teacher may supervise another teacher when mutually agreed to by the teachers and High Tech Media Arts Charter School.

Within the provisions of the law, High Tech Media Arts reserves the right to recruit, interview and hire anyone at anytime who has the best qualifications to fill any of its position vacancies. Also within the provisions of law, the School reserves the right to

evaluate the expertise of each teacher and accordingly assign that teacher classrooms, curriculum subjects or mentoring assignments as it deems in the best interest of students.

The School will avail itself of any and all credentialing methods approved by the State of California, as needed. This includes the development of or participation in a charter intern program consistent with standards established by the California Commission on Teacher Credentialing.

The School will maintain a current copy of teacher certificates on file and ready for inspection.

#### **Element Six (F) – Health and Safety Procedures**

High Tech Media Arts will require that each employee of the School furnish the School with a criminal record summary as described in Section 44237 of the Education Code including the requirement that, as a condition of employment, each new employee not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary.

The School will conduct initial and ongoing tuberculosis screenings of employee candidates as required by law.

High Tech Media Arts is in the process of locating a suitable facility that will comply with state building codes, federal American Disabilities Act (ADA) access requirements, and other applicable fire, health and structural safety requirements, and it will maintain on file records documenting such compliance.

The School reserves the right to operate additional sites within the San Diego Unified School District and will provide notification to the district at least 90 days in advance of opening any additional site.

The School will maintain a copy of facilities inspections on file and ready for inspection.

The School will maintain safety and disaster plans appropriate to its site and ready for inspection.

#### **Element Seven (G) – Achieving Racial and Ethnic Balance**

The School will, at a minimum, do the following as it strives to achieve a racial and ethnic balance of students that reflects the general population of the entire school District:

- Announce the School's interest in seeking applications in publications the District provides for such purposes.
- Expend at least 20 hours of staff time annually in community and regional outreach efforts, including presence at public meetings outside the School neighborhood, to recruit applicants of diverse backgrounds.

- Expend at least \$1,000 annually on print and electronic media, flyers and direct mail to recruit applicants of diverse backgrounds.

Prior to its first year of operation, High Tech Media Arts will expend considerably more time recruiting, particularly in the inner city and with church groups, to fill its initial applicant pool.

The School will establish an open enrollment period of at least 60 consecutive days each year within the months of January through May. Notice of the open enrollment period, the admissions process, and the place of any lottery will be included in public literature. This includes the appropriate recruitment materials, advertisements and forums mentioned above as well as the School's public Web sites. History has shown that because of the popularity of High Tech High's program, any enrollment period exceeding much more than 60 days simply serves to create ill-will as the number of qualified applicants who do not survive the lottery multiplies with time.

The School will maintain auditable records of the above activities and expenditures. The School will also maintain an accurate accounting of the ethnic and racial balance of students enrolled in the School. Recruitment materials will include the following information about admission requirements.

### **Element Eight (H) – Admission Requirements**

High Tech High Media Arts will attempt to accommodate all students who apply for admission. HTH grade 9-12 sites may consider any student who satisfactorily completes a course of study offered by a grade 6-8 site operated by High Tech High as qualifying for admission. Grade 6-8 sites may consider any student who satisfactorily completes a course of study offered by a K-5 site operated by High Tech High or Explorer Elementary Charter School as qualifying for admission. Sites may also consider any transfer student in good standing from any site operated by High Tech High or Explorer Elementary Charter School.

For other applicants to qualify for admission:

- The student and a parent or guardian must together attend one complete orientation session. These sessions will be held at convenient times. They will detail what High Tech High expects of the student and his or her family as well as what the student and family should expect of High Tech High.
- A parent or guardian must complete and return a simple, non-discriminatory application by a published deadline ending the open enrollment period.
- The student and a parent or guardian must sign a statement that they are familiar with and agree to abide by all policies and procedures set forth in the student handbook.

If more students apply and qualify than can be admitted, consistent with the requirement that no zip code area as described below will have more than its allotment of enrollees, priority for admissions shall be assigned in the following order:

1. Returning or existing students in good standing.
2. Children of employees or board members of High Tech High, High Tech High Foundation, HTH Learning and Explorer Elementary Charter School.
3. Students being promoted from or transferring from another school that is operated by High Tech High or Explorer Elementary Charter School (who also complete the application process in a timely fashion).
4. Siblings of students currently attending schools operated by High Tech High or Explorer Elementary Charter School.
5. All other students permitted by law.

Part of the mission of High Tech High is to address the fundamental lack of representation among women and girls in the fields of math and science. The U.S. Congress has found that women and girls nationally complete fewer math and science courses and lack role models in science. [20 U.S.C. section 7283(b)]. Historically, High Tech High sites have not received sufficient applications from girls. Consequently, in order to offer encourage greater admissions from girls, available openings (seats) will first be divided into two groups of equal size, one for each gender.

Another part of the mission of High Tech High is to serve socio-economically diverse student bodies closely representing the demographics of the larger District. Approximately 40% of District students are participating in the National School Lunch Program (NSLP). Historically, High Tech High has not received sufficient applications from students participating in NSLP. Consequently, in order to encourage greater admissions from students participating in NSLP, High Tech High schools will provide statistical advantage (ie. increase the number of ballots placed into the lottery) to each applicant who voluntarily identifies him or herself as participating in NSLP.

Finally, the mission of High Tech High is to serve student bodies that represent the ethnic diversity of all areas of the District. As such, the District will be aggregated into approximately 10 contiguous zip code areas. Spaces will be allocated to a zip code area based on census data showing the percentage of students attending public schools who reside within the zip code area. For each student from a particular zip code area who has been admitted from returning, transferring or promoted students, and from employee, board member or sibling preferences, one slot will be eliminated from the overall allocation assigned to that zip code area. In no circumstance, will sibling or other preferences be allowed to result in any one zip code area having a higher number of enrollees than its allotment calls for. Once the number of remaining zip code slots has been determined, a separate lottery will be held for each zip code area by grade level. After capacity has been reached for each grade, names shall be placed in a grade level waiting pool. High Tech High will attempt to honor applicant preferences to attend one

site above another (i.e.. HTHMA vs. HTHI), but the honoring of applicant preferences is not guaranteed.

As space becomes available within a grade, High Tech High will randomly select applicants from the grade level waiting pool and will notify them that they have the option of enrolling at the site with the opening.. The notification will give the applicant at least three full business days to inform the site principal or secretary, verbally or in writing, of the applicant's intentions. In the absence of an affirmative and timely response by phone or letter, High Tech High will eliminate the applicant from the pool and proceed to randomly select another applicant from the waiting pool. All waiting pools expire annually at the end of the formal academic year, or as otherwise determined by the Board of Directors of High Tech High.

Sites will evaluate the performance of all enrollees annually and consider each for readmission prior to consideration of any other applicants. Sites will evaluate enrollees based upon published criteria, including those contained within the Student, Parent and School Contract. Students not readmitted, if any, shall be notified in writing of the basis for their non-readmission. High Tech High reserves the option of readmitting students who have left the school.

High Tech High certifies that, to the best of its knowledge, all its admissions procedures, policies and criteria comply with non-discrimination statutes and applicable law. High Tech High shall defend, indemnify and hold harmless the District from any and all challenges alleging that the High Tech High's admission procedures do not comport with applicable laws.

### **Element Nine (I) – Annual Audits**

High Tech Media Arts Charter School will contract with an independent auditor for an annual financial audit that will be produced according to generally accepted accounting principles. High Tech Media Arts Charter School will transmit a copy of the audit to the District - as well as to the County Superintendent of Schools, the State Controller and the State Department of Education - by December 15 of each year.

Should the audit note any exceptions or deficiencies, the School will follow a procedure whereby the School:

- Informs in writing all audit recipients of any exception and/or deficiency the School disputes or believes it has already corrected by the time of submitting the audit, along with supporting documentation;
- Informs all audit recipients in writing of a proposed timetable with benchmarks for the correction of each exception and/or deficiency still outstanding at time of audit submission; and
- Resolves all outstanding or disputed exceptions and/or deficiencies to the mutual satisfaction of the District and the School by no later than the following June 30<sup>th</sup> or other time as may be mutually agreed to

High Tech Media Arts will avail itself of the well-tested plans and systems used at High Tech High to provide information for an independent audit.

The School will:

- Prepare and file with the District on or before September 15 and annual statement of receipts and expenditures of the charter school for the preceding fiscal year (Education code section 42100); and
- Prepare and file with the District a preliminary budget on or before July 1, an interim financial report on or before December 15, a second interim financial report on or before December 15, a second interim financial report on or before March 15, and a final unedited report for the full prior year on or before September 15 (education Code section 47604.33).

### **Element Ten (J) - Student Suspensions and Expulsions**

High Tech High will regard suspension and expulsion as a last resort. Criteria for suspension and expulsion of students shall be consistent with all applicable federal statutes and state constitutional provisions. All related hearings will conform to applicable state and federal laws regarding discipline, special education, confidentiality, and access to records.

The following represent typical grounds for suspension and expulsion:

- The threat, causation or attempted causation of physical injury to another person, including sexual assault.
- Possession of a weapon (e.g., firearms, knives or explosives) or possession of a replica firearm.
- Unlawful possession, use, sale, offer or being under the influence of any controlled substance, alcoholic beverage or any intoxicant.
- Theft or attempted theft of school or private property.
- Destruction or attempted destruction of school or private property.
- Extortion.
- Obscene or offensive acts or habitual profanity or vulgarity.
- Disruption of school activities or willful defiance of valid school authorities.
- Violation of a policy or procedure by a student and/or parent as set forth in the student handbook.

A student suspension or expulsion may only be applied with the approval of the Site Director. A suspension or expulsion may be appealed to the CEO of High Tech High, who shall have the right to rescind or modify the suspension or expulsion. The parents or guardians of the student will have ten days from the suspension or expulsion to declare in writing their request for an appeal. The CEO shall convene a hearing within ten days of receipt of a timely request for an appeal. At the hearing the student shall have the right to counsel and the right to present evidence. The subcommittee members will consider

evidence and/or testimony as it deems appropriate and render a written decision that shall be in the best interests of the student and the School. That decision shall be final.

### **Element Eleven (K) – STRS, PERS and Other Retirement Coverage**

The School may elect to participate in the State Teachers Retirement System and/or Public Employees Retirement System and coordinate such participation, as appropriate, with the social security system or other reciprocal system.

The District agrees to include the School's monthly STRS and PERS reports with the District's reports for submission to STRS and PERS. The School will provide the data in the District required format with all required information. Further, the School will bear full responsibility for monitoring and reporting membership information. The District will bear no responsibility for any reporting errors or omissions. The District may charge the School for the actual expense for rendering this service.

The School may establish other retirement plans for employees that include, but shall not be limited to, establishment of section 403(b) or 401(k) plans.

### **Element Twelve (L) – Attendance Alternatives**

High Tech Media Arts Charter School is a school of choice. No student is required to attend. Students choosing not to attend High Tech Media Arts may attend other public schools within their home school district. The School will provide information about attendance alternatives to inquiring parents or students. Transportation is the parental responsibility for families who choose to attend High Tech High Media Arts, unless such transportation is provided by the School at its sole discretion.

### **Element Thirteen (M) – Employee Return Rights**

The right to leave the District and take employment at High Tech Media Arts, as well as the right to return to the District for High Tech Media Arts employees who were previously San Diego Unified School District employees, will be as specified in District policies, procedures or collective bargaining agreements addressing this issue with respect to charter schools operated as nonprofit public benefit corporations.

High Tech Media Arts may employ staff on-loan from San Diego Unified School District. High Tech Media Arts may employ staff on-loan from other entities including other districts and the San Diego County Office of Education.

### **Element Fourteen (N) – Dispute Resolution with San Diego Unified School District**

Both San Diego Unified School District and High Tech Media Arts Charter School will always attempt to resolve any disputes between them amicably and reasonably without resorting to formal procedures. In the event of a dispute between the School and the District regarding the terms of this charter or other issue regarding the School's and the District's relationship, both parties agree to apprise the other, in writing, of the specific disputed issue(s) and that writing shall include relevant facts.

In the event that the District believes that the dispute relates to an issue that could lead to revocation of the charter, this shall be specifically noted in the written dispute statement the District provides the School. Within 30 business days, or longer if both parties agree, of sending written correspondence, a School representative and a District representative shall meet and confer in an attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, a School representative and a District representative shall meet again within 10 business days, or longer if both parties agree, to identify a neutral, third-party participant to assist in dispute resolution. The format of the third-party aspect of the dispute resolution process shall be developed jointly by the representatives and shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. The finding or recommendation of any arbiter shall be non-binding, unless the governing boards of the School and District jointly agree to bind themselves. Unless jointly agreed, the process involving the assistance of a third-party participant shall conclude within 30 business days of identifying the mutually agreed to third-party. The School and the District shall share all mediation and/or arbitration costs and all other costs associated with dispute resolution equally.

In the event that the above process does not result in an agreement over the dispute, both parties agree to continue negotiations in good faith toward a resolution of the dispute. If the matter cannot be mutually resolved, the charter school shall be given a reasonable period of time to correct the violation, unless the District determines, in writing, that the violation constitutes a severe and imminent threat to the health and safety of the School's pupils. In such event, the District reserves the right to take any action it deems appropriate and the School reserves the right to seek legal redress for any such actions under the law. In addition, the dispute is not required to be referred to mediation in those cases where the District determines the violation constitutes a severe and imminent threat to the health and safety of the School's pupils.

The dispute resolution process permits oral notice, followed immediately by written notice.

Complaints to the District relating to the operation of the School and not to the terms of this charter or other issue regarding the School's and the District's relationship will be resolved as set forth below, Element 21.

**Element Fifteen (O) – Public School Employer**

High Tech Media Arts Charter School declares that it shall be the exclusive public school employer of the employees at the School for the purposes of the Educational Employment Relations Act. Further, High Tech Media Arts shall retain the right to establish its own lawful procedures for discipline and dismissal.

High Tech Media Arts will select all school staff. No employee of San Diego Unified School District, or any other district, shall be required to work at High Tech Media Arts.

Those selected for employment shall enter into a contractual agreement to make their services available to High Tech Media Arts. High Tech Media Arts shall have the authority to terminate the position in accordance with the terms of that agreement.

Employees shall have the option to join, or not to join, an exclusive representative of their choice. The fact that an employee chooses to become a member of a particular exclusive representative shall not make any collective bargaining agreement applicable to the School. The School must expressly agree to be bound by the provisions of a collective bargaining agreement in order for its provisions to apply to any employee of the School.

## **OTHER CHARTER ELEMENTS**

### **16. Accountability**

High Tech Media Arts Charter School will abide by the SDUSD "Charter School Accountability Contract for Student Achievement and Sound Charter Implementation" as explicated in Appendix A of the *San Diego City Schools Charter School Policy and Guidelines*, approved November 27, 2001.

### **17. Legal Status and Liability**

High Tech East City will be operated by a nonprofit public benefit corporation specifically created to operate charter schools based on High Tech High design principles. That non-profit corporation will act as fiscal agent and will assume all School liabilities, debts and obligations. As such, San Diego Unified School District shall not be liable for the debts or obligations of the School.

The High Tech Media Arts and its parent nonprofit corporation shall save, defend, indemnify and hold the San Diego Unified School District, its agents, officers, and employees harmless and free from liability against all claims, demands, suits, costs, judgments or other forms of liability to third parties, actual or claimed, of whatsoever kind or character, including attorneys fees, arising from or allegedly arising from any act or omission, whether intentional or negligent, by High Tech Media Arts or its parent nonprofit corporation, their officers, agents or employees.

School shall hold harmless, defend and indemnify District, the Board of Education, its officers and employees, from every liability, claim or demand which may be made by reason of: (a) any injury to person or property sustained by School, its officers, employees or authorized volunteers; and (b) any injury to person or property sustained by any person, firm or corporation caused by any act, neglect, default, or omission of School, its officers, employees or agents. In cases of such liabilities, claims or demands, School at its own expense and risk shall defend all legal proceedings which may be brought against it and/or the District, the Board of Education, its officers and employees,

and satisfy any resulting judgments up to the required amounts that may be rendered against any of them.

The School will purchase General Liability and Auto Liability in the amount of at least \$2,000,000 per occurrence, \$5,000,000 aggregate, naming the District as an additional insured, and Worker's Compensation insurance within statutory limits. As an alternative, the School may purchase and maintain insurance with limits and coverage as deemed mutually acceptable to the District's risk manager and the School.

### **18. Funding**

The School elects to receive funding directly from the State of California through the County Treasurer and the County Office of Education in accordance with applicable law and the State's block grant program for charter schools. The District agrees it will use its ability to transfer funds from the School's Treasury Account to the District only with specific permission from the School.

While High Tech Media Arts does not expect the District to advance to the School future revenues (i.e., smooth out the School's revenue stream), nothing in this charter shall prevent the District from electing to do so at the School's request.

The District agrees to forward the School's full share of local aid to the School's account at the County Treasurer each month when due and to send separate notice to the School of each deposit amount without delay.

### **19. District Services**

The School and the District will negotiate in good faith on an annual basis to develop a memorandum of understanding (MOU) separate from this charter, one that establishes more specifically the financial and service relationship between the two parties. The School's purchase of goods and services, if any, from the District shall not negate the operational independence of the School from the District. Breach of the MOU shall not necessarily constitute breach of this charter.

The District may charge for the actual cost of supervisorial oversight of the School not to exceed one percent of annual revenues or not to exceed three percent of the revenue of the School while the School is able to obtain substantially rent-free facilities from the District.

The School does not anticipate purchasing any optional services from the District other than such service supplied by the District as part of its three percent fee and at no other cost to the School. In the event that the School does elect to purchase services from the District, consistent with the charter School MOU, the District agrees to provide its rationale for determining fair and reasonable pricing of purchased services.

## **20. Information Exchange**

### **School and District – Records, Reports and Visits**

High Tech Media Arts agrees that the School will promptly respond to all reasonable inquiries, including inquiries regarding its financial records.

The records of the School are public records under the California Public Records Act. However, a record differs meaningfully from a report that must be newly prepared. If the District requests a special report of the School that is neither an existing record nor a record required by applicable law, by this charter or by the School's annual MOU, then the District agrees to pay to the School the School's actual cost of producing such a report.

The District may inspect or observe any part of High Tech Media Arts at any time. The District agrees it will not do so unreasonably, without notice, or by causing a disruption of student instruction or School operations except in the case of emergency.

The School shall provide the District reports as required by current law:

- CBEDS
- ADA reports J18/19
- Budget J210 - preliminary and final
- A school accountability report card using the school's own format
- Copies of the annual, independent financial audit

And, as an accommodation to the District, the School shall further supply the District:

- Reconciliation of the annual audit with the J210
- Copies of all state mandated test results:
  - STAR
  - CELDT
  - SABE/2
  - California High School Exit Examination

Finally, on or before September 15, the School will approve, in a format prescribed by the Superintendent of Public Instruction, an annual statement of all receipts and expenditures of the School for the preceding fiscal year and will file a copy of that statement with the District.

Changes in these reporting requirements may be incorporated by reference into this charter when the District and the School mutually update their MOU (See Funding, Element 19).

### **School and Parents – Transferability of Credits**

The School shall notify student parents or guardians of the reasons for its belief that all course credits at High Tech Media Arts are as transferable as those of a traditional

District high school to other schools, colleges and universities. While the reasons may change over time, they are likely to initially include the School's educational design based on High Tech High, a school whose courses the University of California has approved as meeting its requirements and whose program has the approval of WASC and whose transcript has met with universal acceptance. Such notice shall occur via School publications that may include recruiting materials, parent and student handbooks, Website text and occasional newsletters.

### **21. Internal Dispute Resolution**

The High Tech Media Arts Charter School will adopt policies and processes for airing and resolving disputes (other than those between San Diego Unified School District and High Tech Media Arts Charter School relating to provisions of this charter or the relationship between them, which are covered in Element Fourteen (N), above).

The District agrees to refer all complaints regarding operations of High Tech Media Arts to the School's chief executive officer for resolution in accordance with the School's adopted policies. In the event that the School's adopted policies and processes fail to resolve the dispute, the District agrees not to intervene in the dispute without the consent of the School unless the matter directly relates to one of the reasons specified in law for which a charter may be revoked. Notwithstanding the above, the District Board of Trustees shall have the ability to intervene in and respond to complaints about the operation of High Tech Media Arts as is required by law.

### **22. Mandated Cost Recovery**

The School will be responsible for recovering from the State all eligible mandated costs applicable to the School. The District shall, within ninety days of receipt or as timely as possible, reimburse the School for the School's pro rata share of mandated costs that the District recovers using the School's enrollment or another basis that incorporates High Tech Media Arts to the extent that any such recovery exceeds the actual District cost attributable to the School.

### **23. School Closeout**

If the High Tech Media Arts charter should ever be revoked or not renewed, or upon dissolution and winding up of the High Tech Media Arts corporation for any reason, its assets remaining after payment of all debts and liabilities shall be distributed as follows: (1) All assets and property purchased with public money shall be distributed first to High Tech High, if it is still operating, then to High Tech High Foundation, for the benefit of other charter schools established by the foundation, and if neither organization is operating, to the San Diego Unified School District. (2) All other assets and property shall be distributed to a nonprofit fund, foundation or association in accordance with state law. Further, the School will notify parents, students, the California Department of Education, districts affected by the closure and the San Diego County Office of Education. Finally, the School will produce a final audit for the District that determines

the disposition of all assets and liabilities and the School will transfer all pupil records to the District.

#### **24. Charter Term**

The petitioners request the San Diego Unified School District Board of Trustees approve a term of this charter that shall begin for a five-year period on July 1, 2004 and end June 30, 2009. The School justifies this five-year term based on the increased difficulty of securing staff and equipment financing with a shorter term and on the successful record of the School's educational design.

The District shall not allow the charter to expire, without renewal, through lack of timely consideration by the District if the School submits the charter for renewal at least nine months prior to expiration.

#### **25. Charter Revisions**

Material revisions to the charter must be approved by the District's Board of Trustees. However, any proposed revisions to the charter will be presented to the District for a determination as to whether it is a material revision that must be approved by the District Board of Trustees. The District will make its determination and, if required, the District Board of Trustees will consider the revision for approval within 60 days of submission by the School or within a time mutually agreed to.

#### **26. Severability**

The terms of this charter are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the District and High Tech Media Arts. The San Diego Unified School District and High Tech Media Arts agree to meet to discuss and resolve any issue or differences relating to invalidated provisions in a timely and proactive fashion.

#### **27. Signatures**

Attached to this proposal are the signatures of teachers who have a meaningful interest in teaching at High Tech Media Arts. The number of signatures represents at least half of the number of teachers (9) that the School estimates will be employed at High Tech High Media Arts Charter School its first year of operation.

[End]