AGENDA
WEDNESDAY, DECEMBER 18, 2019
4:30 P.M. (CLOSED SESSION) 5:30 P.M. (OPEN SESSION)

PLEASE NOTE: PARKING WILL BE AVAILABLE AFTER 5:00 P.M. AT THE "N" STREET PARKING
PAVILION LOCATED ON THE SOUTHEAST CORNER OF TULARE AND "N" STREETS – ENTRANCE
IS ON "N" STREET. Also, the City of Fresno will not enforce the street meters in this area after 6:00 p.m.,
Monday through Saturday. PLEASE NOTE: *DESIGNATED TIMES FOR CONFERENCE/DISCUSSION
ITEMS ARE ESTIMATES

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the
Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise
participate at Board meetings, please contact the Board President or Board Office at 457-3938. Notification
at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure
accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.

Any member of the public who wishes to address the Board shall submit a speaker card specifying the item
he/she wishes to address. The card must be submitted before the Board president announces the specific
agenda item.

Public materials are available for public inspection at the Fresno Unified School District Education Center,
2309 Tulare Street, 2nd Floor or visit our website at: www.fresnounified.org/board

TRANSLATION SERVICES: Available in Spanish and Hmong in the Board Room upon request.

*4:30 P.M.
CALL Meeting to Order
OPPORTUNITY for Public Comment on Closed Session Agenda Items
RECESS to Cabinet Room for Closed Session to discuss the following:

1. Student Expulsions pursuant to Education Code Section 35146.
2. Conference with Labor Negotiator - (Government Code Section 54957.6); FUSD
   Negotiator(s): Paul Idsvoog; Employee Organizations(s): FTA, CSEA, Chapter
   125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC,
   Fresno Unified Building & Construction Trades/FTA; International Association
   of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All
   Management, Confidential, and Supervisory Employees.
5. Conference with Legal Counsel Anticipated/Pending/Threatened Litigation
   (Government Code Section 54956.9(d)(2)).
   a. Potential Case: One (1)
CLOSED SESSION – continued

b. Loma Eftekhar v. Fresno Unified Workers’ Compensation
   Fresno Unified Case No. 2013-0445

c. Randy McEowen v. Fresno Unified Workers’ Compensation
   Fresno Unified Case No. 2007-0259, 2014-0441, 2011-0548

5:30 P.M., RECONVENE and report action taken during Closed Session, if any.

PLEDGE OF ALLEGIANCE
   A staff member will lead the flag salute.

HEAR Report from Superintendent

BOARD/SUPERINTENDENT COMMUNICATION

ORGANIZATION of the Board of Education
It is recommended that Superintendent Nelson preside at the organizational meeting and accept nominations for the position of President of the Board of Education. After the President is elected, it is recommended that the President preside and accept nominations for the Clerk of the Board of Education. The new Board President will preside over the Board meeting.

RECESS to Reorganize Seating at the Dais
The Board will take a five-minute recess to reorganize seating arrangements at the Dais.

RECONVENE

OPPORTUNITY for Public Comment on Consent Agenda Items

ALL CONSENT AGENDA items are considered routine by the Board of Education and will be enacted by one motion. There will be no separate discussion of items unless a Board member so requests, in which event, the item(s) will be considered following approval of the Consent Agenda.

A. CONSENT AGENDA

A-1, APPROVE Personnel List
   Included in the Board binders is the Personnel List, Appendix A, as submitted. The Superintendent recommends approval. Contact person: Paul Idsvoog, telephone 457-3548.
A. CONSENT AGENDA - continued

A-2, ADOPT Findings of Fact and Recommendations of District Administrative Board
The Board of Education received and considered the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the December 11, 2019 Regular Board meeting. The Superintendent recommends adoption. Contact person: Kim Mecum, telephone 457-3731.

A-3, APPROVE Minutes from Prior Meeting
Included in the Board binders are the draft minutes for the December 11, 2019 Regular Board Meeting. The Superintendent recommends approval. Contact person: Robert G. Nelson, telephone 457-3884.

A-4, APPROVE Renewal Agreement with Envision Insurance Company for Retiree Prescription Services
Included in the Board binders is an excerpt from the renewal agreement with Envision Insurance Company to provide Medicare eligible retiree prescription benefit services. These services are in alignment with the Joint Health Management Board’s (JHMB) established goals and responsibilities for providing high quality health care to active and retired employees. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $8.5 million are available in the Health Internal Service Fund. Contact person: Ruth F. Quinto, telephone 457-6226.

A-5, APPROVE Award of Bid 20-11, Ericson Elementary School Early Learning Building Construction and Interim Housing Infrastructure
Included in the Board binders is information on Bid 20-11, for construction of a five-classroom Early Learning building to replace portables at Ericson Elementary School. The project also includes new playground areas, parking improvements for increased safety/security and accessibility, and installation of interim housing to accommodate classes during construction. Staff recommends award to the lowest responsive, responsible bidder: Davis Moreno Construction, Inc. (Fresno, California) $6,303,364. The Superintendent recommends approval. Fiscal impact: $6,303,364 is available in the Measure Q Fund. Contact person: Karin Temple, telephone 457-3134.

A-6, APPROVE Proposed Revisions for Board Policies
Included in the Board binders are proposed revisions for the following nineteen Board Policies (BP):

- BP 0410 Nondiscrimination in District Programs and Activities
- BP 1312.3 Uniform Complaint Procedures
- BP 5113.2 Work Permits
A.  CONSENT AGENDA – continued

- BP 5116 Student Attendance Boundaries and Student Transfers
- BP 5116.1 Intradistrict and Interdistrict Voluntary Enrollment
- BP 5131.2 Anti-Bullying
- BP 5141.52 Suicide Prevention
- BP 5145.13 Response to Immigration Enforcement
- BP 5145.3 Nondiscrimination/Harassment
- BP 5145.9 Hate-Motivated Behavior
- BP 6142.7 Physical Education and Activity
- BP 6145 Extracurricular and Cocurricular Activities
- BP 6145.2 Athletic Competition
- (NEW) BP 6159.1 Procedural Safeguards and Complaints for Special Education
- BP 6164.2 Guidance Services
- (NEW) BP 6164.41 Children with Disabilities Enrolled by Their Parents in Private School
- BP 6177 Summer School
- BP 6178.1 Work Experience Education
- BP 6200 Adult Education

These revisions meet the legal mandates recommended by the California School Boards Association (CSBA), CDE’s Federal Program Monitoring (FPM) requirements and best practices. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3566.

A-7, APPROVE Position and ADOPT Job Description for Physical Therapist
The job description of Physical Therapist. This position provides assessment, consultation, and direct physical therapy to students enrolled in or referred to special education programs; collaborate with general and special education staff and parents to identify strategies, methods and patterns of instructional support. The Superintendent recommends approval and adoption. Fiscal impact: Sufficient funds are available in the Special Education Department budget. Contact person: Paul Idsvoog, telephone 457-3548.

A-8, APPROVE 2019/20 and Prior Years’ Fresno Teachers Association – Building Trades Professionals and International Association of Machinists and Aerospace Workers Salary Schedules
Included with this agenda item for the Board’s consideration and approval are the 2019/20 and Prior Years’ Fresno Teachers Association - Building Trades and International Association of Machinists and Aerospace Workers Salary Schedules. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3548.
A. CONSENT AGENDA – continued

A-8a, APPROVE Agreement with Terris Barnes Walters Boigon Heath, Inc. for Public Information Services Related to Measure M
Included in the Board binders is an agreement, recommended for approval, with communications consulting firm Terris Barnes Walters Boigon Heath, Inc. (TBWBH) to provide public outreach, information and engagement services related to Measure M, the district’s $325 million bond measure on the March 3, 2020 ballot. The services to be provided by TBWBH will educate and raise awareness regarding the district’s funding needs and the bond measure. The $30,000 agreement is for the period December 19, 2019 through February 3, 2020. The Superintendent recommends approval. Fiscal impact: $30,000 is available in the General Fund. Contact person: Karin Temple, telephone 457-3134.

A-9, RATIFY Submission of Grant Application to the Fresno Council of Governments for the 2019-20 Congestion Mitigation and Air Quality Improvement Program; and Adopt Resolution 19-26 Supporting and Implementing the Timely Use of Federal Transportation Funding for Five New Compressed Natural Gas School Buses
It is recommended the Board ratify submission of a grant application to the Fresno Council of Governments for the 2019-20 Congestion Mitigation and Air Quality Improvement (CMAQ) program, to replace five older diesel school buses with new compressed natural gas (CNG) buses with air conditioning. The grant would provide $973,224 (88.53%) of the total $1,099,316 cost of five buses. Adoption of the resolution confirms the district will meet the project schedule. The Superintendent recommends ratification of grant application, and adoption of Resolution 19-26. Fiscal impact: The grant will fund up to $973,224 for the purchase of up to five new CNG school buses with air conditioning. The district’s contribution, $126,091, is not currently available in the Transportation Department budget and would be recommended to be provided from the General Fund if the grant is awarded. Contact person: Karin Temple, telephone 457-3134.

A-10, RATIFY Agreement with Claremont Partners
Included in the Board binders is an agreement with Claremont Partners for data analytic services. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of $5,030 are available in the Health Internal Service Fund. Contact person: Ruth F. Quinto, telephone 457-6226.

A-11, RATIFY Grant Award for the 2019 Fansler Foundation Grant Program for Rata High School
Ratification is requested for a grant award from the Fansler Foundation for Rata High School.
A. CONSENT AGENDA – continued

The Fansler Foundation is a non-profit, public benefit corporation that primarily supports organizations to assist developmentally challenged youth. Rata High School was awarded $52,590 to purchase one handicap accessible van that will support the special transportation needs of students. The Superintendent recommends ratification. Fiscal impact: The grant award is $52,950. Contact person: Kim Mecum, telephone 457-3731.

A-12, RATIFY Grant Award from Kaiser Permanente Foundation
Ratification is requested for a grant award from Kaiser Permanente Foundation in the amount of $150,000 to install electrical access docking stations. These docking stations will be used for the Fresno Unified Mobile Medical Unit at the storage yard and at as many as eight regional high school sites. The Superintendent recommends ratification. Fiscal impact: Fresno Unified School District will receive $150,000 in the one-year grant period, no match is required. Contact person: Kim Mecum, telephone 457-3731.

A-13, RATIFY Change Orders for the Projects Listed Below
Included in the Board binders is information on Change Orders for the following projects:

- Bid 18-13, Duncan Polytechnical High School Career Technical Education (CTE) Classroom Building Construction and Alteration to Existing Shop Building
  Change Order 5 presented for ratification (CTE building): $45,000

- Bid 19-36, Fresno High School Locker Room and Weight Room HVAC Improvements
  Change Order 1 presented for ratification: $36,419

- Bid 19-47, Pyle Elementary School Portable Restroom Relocation and Infrastructure
  Change Order 2 presented for ratification: $16,713

- Bid 19-50 Sections A and B, Portable Classroom Relocation and Infrastructure for Ewing, Kirk, Phoenix Elementary, Sunset, Vang Pao and Wilson Elementary Schools
  Change Order 1 presented for ratification (Ewing): $557
  Change Order 1 presented for ratification (Kirk): $1,848
  Change Order 1 presented for ratification (Sunset): $5,550
  Change Order 1 presented for ratification (Vang Pao): $5,527

The Superintendent recommends ratification. Fiscal impact: $45,000 is available in the Measure Q Fund for Bid 18-13; $16,713 is available in the General Fund for Bid 19-47; and $49,901 is available in the Measure X Fund for Bids 19-36 and 19-50. Contact person: Karin Temple, telephone 457-3134.
A. CONSENT AGENDA – continued

A-14, RATIFY the Filing of Notices of Completion

Included in the Board binders are Notices of Completion for the following projects, which have been completed according to plans and specifications.

- Bid 19-26 Sections A and B, Boiler Replacement for Balderas and Centennial Elementary Schools, Cooper Middle School, and McLane High School
- Bid 19-47, Pyle Elementary School Portable Restroom Relocation and Infrastructure

The Superintendent recommends ratification. Fiscal impact: Retention funds are released in accordance with contract terms and California statutes. Contact person: Karin Temple, telephone 457-3134.

END OF CONSENT AGENDA
(ROLL CALL VOTE)

UNSCHEDULED ORAL COMMUNICATIONS

Individuals who wish to address the Board on topics within the Board’s subject matter jurisdiction, but not listed on this agenda may do so at this time. If you wish to address the Board on a specific item that is listed on the agenda, you should do so when that specific item is called.

While time limitations are at the discretion of the Board President, generally members of the public will be limited to a maximum of three (3) minutes per speaker for a total of thirty (30) minutes of public comment as designated on this agenda. Any individual who has not had an opportunity to address the Board during this initial thirty (30) minute period may do so at the end of the meeting after the Board has addressed all remaining items on this agenda. Without taking action and only as expressly permitted by Board Bylaw 9323, Board members may ask questions, make brief announcements, or provide a brief response to statements presented by the public about topics raised in unscheduled oral communications. Board members must be recognized by the President in order to speak and will generally be limited to no more than one (1) minute each for this purpose. The Board President shall have the discretion to further limit Board members’ opportunity to speak on topics raised in unscheduled oral communications to ensure the orderly and efficient conduct of District business.

Members of the public with questions on school district issues may submit them in writing. The Board will automatically refer to the Superintendent any formal requests that are brought before them at this time. The appropriate staff member will furnish answers to questions.
B. CONFERENCE/DISCUSSION AGENDA

6:30 P.M.
B-15, DISCUSS and DECIDE in the Matter of the Aspen Ridge High School Charter Petition
Aspen Public Schools, Inc. has delivered a petition to the district seeking authorization to open a new charter, Aspen Ridge High School. The charter seeks to open in the Fall of 2020 with 100 freshmen expanding each year to ultimately reach 420 students in grades nine through twelve. The charter petition was presented to the Board for receipt on November 20, 2019, and a Public Hearing was held at the December 11, 2019 Board meeting. The Superintendent will recommend a decision at night of Board meeting. Fiscal impact: The estimated fiscal impact to Fresno Unified School District for 2020/21 is $789,672. Contact person: Kim Mecum, telephone 457-3731.

7:00 P.M.
B-16, DISCUSS and APPROVE Appointment of Board Member Voting Representative and Alternate Voting Representative to the Fresno County Committee on School District Organization Elections
California Education Code section 35023 states, The governing board of each school district of every kind or class shall annually at its initial meeting select one of its members as its representative who shall have one vote for each member to be elected to the county committee provided by Article 1 (commencing with Section 4000) of Chapter 1 of Part 3. The secretary or clerk of the district shall furnish the county superintendent of schools with a certificate naming the representative selected by the board. The Board President recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3566.

7:05 P.M.
B-17, PRESENT and DISCUSS Fresno Unified High School Robotics Clubs
The Board will receive a presentation on the High School Robotics clubs. The presentation includes a demonstration of the robot, timeline, student engagement, and the first High School Robotics Competition. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Kurt Madden, telephone 457-3868.

7:20 P.M.
B-18, PRESENT and DISCUSS Updates on the 2019/20 Local Control and Accountability Plan Actions
The Fresno Unified School District Board of Education adopted the 2019/20 Local Control and Accountability Plan (LCAP) on June 12, 2019. This plan, as required, outlines the goals, outcomes, actions and expenditures from the Local Control Funding Formula aimed at improving student success.
B. CONFERENCE/DISCUSSION AGENDA – continued

The presentation will include an update from staff on initiatives outlined in the District’s LCAP and plans for upcoming community and stakeholder engagement. Fiscal impact: All actions outlined in the Local Control and Accountability Plan are funded with General Fund resources, which include the Local Control Funding Formula funds. Contact person: Ruth F. Quinto, telephone 457-6226.

7:40 P.M.
B-19, PRESENT and DISCUSS the Fall 2019 California Dashboard State Indicators
The Board will receive an overview of the 2019 California Dashboard state indicators. The state indicators are based on data that is collected consistently across the state. The performance levels (colors) for all state indicators are based on the most current data available. 2018/19 data was used to determine current year performance (status), and 2017/18 data was used to determine change. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Lindsay Sanders, telephone 457-3471.

8:00 P.M.
In accordance with Government Code 3547.5, all major provisions of collective bargaining agreements are to be presented at a public meeting of the public-school employer before the employer enters into written agreement with an exclusive representative. Included in the Board binders is a copy of the Tentative Agreement between Fresno Unified School District and Fresno Area Substitute Teachers Association, Service Employee International Union, Local 521. The Superintendent recommends ratification. Fiscal impact: The estimated cost is included in the disclosure agreement. Contact person: Paul Idsvoog, telephone 457-3548.

C. RECEIVE INFORMATION & REPORTS

C-21, RECEIVE Endeavor Charter School Petition
Available in the Board Office for review is a petition presented by Western Sierra Charter Schools for the establishment of a new charter, Endeavor Charter School, to operate July 1, 2020 through June 30, 2025. The educational program will serve approximately 254 students in grades transitional kindergarten through twelve, in an independent study, personalized learning format. Fiscal impact: The estimated fiscal impact to Fresno Unified School District for 2020/21 is $1,861,931. Contact person: Kim Mecum, telephone 457-3731.
C. RECEIVE INFORMATION & REPORTS-continued

C-22, RECEIVE the 2020 List of Board Member Committees and Organizations
   Included in the Board binders is a list of committees and organizations to which
   Board Members are appointed each year. Board Member appointments to
   committees and organizations will be back for consideration in January 2020.
   Fiscal impact: There is no fiscal impact to the district. Contact person: David
   Chavez, telephone 457-3566

D. ADJOURNMENT

   NEXT REGULAR MEETING
   WEDNESDAY, JANUARY 15, 2020
AGENDA ITEM A-1

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Personnel List

ITEM DESCRIPTION: Included in the Board binders is the Personnel List, Appendix A, as submitted.

FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: Manjit Atwal,
Executive Director

DIVISION: Human Resources
PHONE NUMBER: (559) 457-3548

CABINET APPROVAL: Paul Idsvoog,
Chief of Human Resources/Labor Relations

SUPERINTENDENT APPROVAL:
Date: December 18, 2019

The Superintendent respectfully nominates for elections the following certificated and classified personnel. Classification of certificated probationary or temporary teachers is pursuant to their respective classification contained in their employment contracts. Elections are subject to the salary schedule as adopted by the Board of Education and assignment by the Superintendent, school year 2019-2020.

### ELECTIONS

#### Management Personnel

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<th>Name</th>
<th>Position</th>
<th>Location</th>
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<tr>
<td>Sassano Anthony</td>
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<td>Special Ed</td>
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<td>Toribio Erika</td>
<td>Social Worker, School</td>
<td>Addams Elementary</td>
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#### Certificated Personnel

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<td>Ruelas Brandy</td>
<td>Teacher, Music, Elementary</td>
<td>Music/Visual and Perform Arts</td>
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<tr>
<td>Tran Thi Thai</td>
<td>Nurse</td>
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#### Classified Personnel

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<td>Norseman Elementary</td>
</tr>
<tr>
<td>Zamora Garcia</td>
<td>Maria</td>
<td>Paraprof, After Schl/Ext Day</td>
<td>Starr Elementary</td>
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**RESIGNATIONS OR RETIREMENTS**

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<tr>
<th>Position</th>
<th>Last Name</th>
<th>First Name</th>
<th>Title</th>
<th>School/Department</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>Teacher, Elementary</td>
<td>Lynch</td>
<td>Jennifer</td>
<td>Teacher, Lrng Hndcp, Sdc</td>
<td>Kratt Elementary</td>
<td>12/31/2019</td>
</tr>
<tr>
<td>Teacher, Elementary</td>
<td>Padjan</td>
<td>Rhonda</td>
<td>Teacher, Elementary</td>
<td>Viking Elementary</td>
<td>12/13/2019</td>
</tr>
<tr>
<td>Teacher, Elementary</td>
<td>Schrey</td>
<td>Julie</td>
<td>Teacher, Elementary</td>
<td>Malloch Elementary</td>
<td>1/1/2020</td>
</tr>
<tr>
<td>Teacher, Bilingual</td>
<td>Vilanova</td>
<td>Tracy</td>
<td>Teacher, Bilingual</td>
<td>Ewing Elementary</td>
<td>12/31/2019</td>
</tr>
<tr>
<td>Teacher, Handicapped, Severely</td>
<td>Warren-Hoyt</td>
<td>Lorrie</td>
<td>Teacher, Handicapped, Severely</td>
<td>Hidalgo Elementary</td>
<td>1/31/2020</td>
</tr>
<tr>
<td>Teacher, Senior High</td>
<td>Wipfler</td>
<td>Chip</td>
<td>Teacher, Senior High</td>
<td>Mclane High School</td>
<td>1/10/2020</td>
</tr>
<tr>
<td>Teacher, Elementary</td>
<td>Vang</td>
<td>Chip</td>
<td>Teacher, Elementary</td>
<td>Viking Elementary</td>
<td>12/31/2019</td>
</tr>
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**LEAVE REQUEST**

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<tr>
<th>Position</th>
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<th>First Name</th>
<th>Title</th>
<th>School/Department</th>
<th>Date</th>
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<tbody>
<tr>
<td>Assistant, School Office</td>
<td>Marquez-Avila</td>
<td>Fatima</td>
<td>Assistant, School Office</td>
<td>Storey Elementary</td>
<td>12/17/2019</td>
</tr>
<tr>
<td>Technician, Food Prod Utility</td>
<td>McHenry</td>
<td>Tamara</td>
<td>Technician, Food Prod Utility</td>
<td>Packaging Center</td>
<td>11/21/2019</td>
</tr>
</tbody>
</table>
AGENDA ITEM A-3

Board Meeting Date: December 18, 2019

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Minutes from Prior Meetings

ITEM DESCRIPTION: Included in the Board binders are the draft minutes for the December 11, 2019 Regular Board Meeting.

FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: David Chavez,
Chief of Staff

CABINET APPROVAL: David Chavez,
Chief of Staff

DIVISION: Superintendent’s Office
PHONE NUMBER: (559) 457-3566

SUPERINTENDENT APPROVAL:

[Signature]

[Signature]
AGENDA ITEM A-4

TITLE AND SUBJECT: Approve Renewal Agreement with Envision Insurance Company for Retiree Prescription Services

ITEM DESCRIPTION: Included in the Board binders is an excerpt from the renewal agreement with Envision Insurance Company to provide Medicare eligible retiree prescription benefit services. The full contract is available in the Board Office for review. These services are in alignment with the Joint Health Management Board's (JHMB) established goals and responsibilities for providing high quality health care to active and retired employees.

These prescription services through Envision Rx have been in place since 2014. The renewal period is for one year commencing January 1, 2020 through December 31, 2020 and will allow uninterrupted prescription benefit services for Medicare eligible retirees. Medicare eligible retiree prescription services are provided using a combination fully-insured and self-insured model. This renewal is for the fully-insured component.

The contract amount for Envision Insurance Company is based upon a per member per month fee of $126.10 for prescription coverage and a $3.50 per member per month for administrative services. The per member per month renewal cost for 2020 represents an increase of 4.6% from the 2019 rate of $120.50. The $3.50 per member per month fee for administrative services remains unchanged.

The annual renewal cost for this fully-insured component, based upon an estimated 5,500 eligible retirees, is $8.5 million.

FINANCIAL SUMMARY: Sufficient funds in the amount of $8.5 million are available in the Health Internal Service Fund.

PREPARED BY: Andrew De La Torre
Executive Director

DIVISION: Administrative Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Ruth F. Quinto
Deputy Superintendent/CFO

SUPERINTENDENT APPROVAL:
### 2020 POLICY YEAR COVER SHEET

<table>
<thead>
<tr>
<th>Employer Group:</th>
<th>Fresno Unified School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notice Address for Employer Group:</td>
<td>2309 Tulare Street Fresno, CA 93721</td>
</tr>
<tr>
<td>Employer Group Telephone Number:</td>
<td>559-457-3596</td>
</tr>
<tr>
<td>Notice Address for Envision Insurance Company:</td>
<td>2181 East Aurora Rd Twinsburg, OH 44087</td>
</tr>
<tr>
<td>Effective Date of Service:</td>
<td>12:01 a.m. January 1, 2020</td>
</tr>
<tr>
<td>Term of Coverage:</td>
<td>From 12:01 a.m. January 1, 2020 through 11:59 p.m. December 31, 2020, unless otherwise agreed upon by the parties in writing</td>
</tr>
<tr>
<td>Employer Group Premium Rate:</td>
<td>$126.10 per Member, per month (PMPM)</td>
</tr>
<tr>
<td>Premium Due Date:</td>
<td>The 1st day of each calendar month.</td>
</tr>
<tr>
<td>Covered Benefits:</td>
<td>Please refer to the Evidence of Coverage and Summary of Benefits.</td>
</tr>
</tbody>
</table>

This Employer Group Policy is a legal contract between Employer Group named above and Envision Insurance Company ("EIC"). This Cover Sheet provides only a brief outline of some of the Employer Group Policy provisions, this entire Employer Group Policy, combined with this Cover Sheet, the application for coverage, and the final Quote Sheet constitutes the complete policy. This Employer Group Policy sets forth, in detail, the rights and obligations of Employer Group and EIC. **IT IS THEREFORE IMPORTANT THAT YOU READ THIS EMPLOYER GROUP POLICY CAREFULLY.**
2020 MEDICARE EMPLOYER GROUP POLICY

This Employer Group Policy is issued by Envision Insurance Company ("EIC"), a Medicare Part D Prescription Drug Plan, to Employer Group specified in the attached Cover Sheet. This Employer Group Policy shall be effective on the Effective Date of Service specified in the Cover Sheet and shall continue in force for the Term of Coverage, unless terminated as provided herein.

In consideration of the mutual promises hereunder and the payment of Premiums and fees when due, EIC will provide coverage for prescription drug benefits in accordance with the terms, conditions, limitations, and exclusions set forth in this Employer Group Policy and in accordance with the federal rules and regulations governing such plans.

SECTION 1 - DEFINITIONS

Capitalized terms not defined in this Employer Group Policy shall have the meaning set forth in the attached schedules and exhibits.

1.1 The terms "Employer Group", "Effective Date of Service", "Term of Coverage", "PMPM" and "Premium Due Date" will have the meaning set forth in the attached Cover Sheet.

1.2 "Contract Year" (for this Employer Group Policy) means the Term of Coverage set forth on the Cover Sheet, and each subsequent Term of Coverage should this Employer Group Policy be renewed in accordance with Section 6.1.

1.3 "Covered Benefits" (for this Employer Group Policy) means those prescription drugs and related services covered by EIC hereunder as set forth in this Employer Group Policy, together with the Evidence of Coverage and Summary of Benefits incorporated herein.

1.4 "Cover Sheet" means the page entitled "Policy Year Cover Sheet", attached hereto and incorporated herein by this reference.

1.5 "CMS" means the Centers for Medicare and Medicaid Services, which administers the Medicare Part D program and with which EIC maintains a contract as a Medicare Part D Prescription Drug Plan.

1.6 "EGWP" means the Employer Group Waiver Plan (Series 800 Plan) under Medicare Part D being provided to Employer Group hereunder.

1.7 "EIC Formulary" means the list of drugs, filed by EIC and approved by CMS, which are covered under this Employer Group Policy. Employer Group acknowledges that the EIC Formulary may be modified from time-to-time by EIC’s Pharmacy and Therapeutics (P&T) Committee when it becomes necessary to remove drugs from the EIC Formulary which have been taken off the market or have been determined to not meet safety and/or efficacy standards, or to add new drugs that are required to be covered by Medicare Part D. Notices of any negative EIC Formulary changes will be mailed by EIC to Members.

1.8 "Eligible Individual" means an individual who meets and continues to meet all of the following eligibility requirements: (i) is eligible for coverage of prescription drug benefits under Employer Group's Retiree Benefit Plan; (ii) is Medicare Eligible; and (iii) has retired from Employer Group and is NOT an active employee or a dependent of an active employee. In addition, a Medicare Eligible dependent of an individual who is not Medicare Eligible and not an active employee (i.e. retiree), and a Medicare Eligible dependent survivor of a deceased employee, may also be an Eligible Individual; provided that such individual is eligible for prescription drug benefits under Employer Group's Retiree Benefit Plan.

1.9 "Employer Group Policy" means this document and attachments hereto, including the Cover Sheet, the Summary of Benefits, the Evidence of Coverage, and any amendments to such attachments, in addition to any riders, amendments, endorsements, inserts, or other documents describing the terms of coverage hereunder, together with the information provided
by Employer Group on its application for coverage or other written documentation upon which EIC relied to issue the final quote executed by the parties.

1.10 **Evidence of Coverage** or "EOC" means the CMS approved document setting out the rules of coverage for Members under this Employer Group Policy, along with any riders, amendments, or endorsements thereto.

1.11 **Medicare Part D** means the Medicare Part D Prescription Drug Program regulated by CMS and its associated regulations under 42 CFR 423.100, et seq.

1.12 **Medicare Eligible** means the individual is eligible for coverage for Medicare Part D benefits at all times during the Term of Coverage. If, at any time during the Term of Coverage, an individual is no longer eligible for coverage for Medicare Part D benefits (e.g. fails to make required payments to the Social Security Administration), such individual shall be dis-enrolled by EIC.

1.13 **Member** means an Eligible Individual who has been enrolled in this Employer Group Policy and accepted for membership by CMS, as further described in Section 3.1.

1.14 **Network Providers** means those pharmacies (including retail, mail order, specialty, long term care, and home infusion pharmacies) that have entered into a contract with EIC to dispense Covered Benefits to Members. EIC maintains a national network of contracted pharmacies where Members may obtain Covered Benefits regardless of the Member's residence. Employer Group acknowledges that the list of Network Providers may change from time-to-time. EIC will maintain a current directory of Network Providers on its website.

1.15 **Premium** means the amount paid by Employer Group on a monthly basis in consideration of, and payment for, this Employer Group Policy.

1.16 **Premium Contribution** means any monthly or other payment required under Employer Group's Retiree Benefit Plan to be made by a Member for coverage under this Employer Group Policy, including a contribution toward the Premium payable hereunder.

1.17 **Retiree Benefit Plan** means Employer Group's employment-based benefit plan for coverage of retiree prescription drug benefits.

1.18 **Summary of Benefits** means the CMS approved template describing the benefits covered under this Employer Group Policy, as modified to reflect any supplemental benefits (i.e. reduction in Member cost share) provided by Employer Group.

1.19 **Supplemental Benefits Plan** means a prescription drug benefit plan design that provides commercial, non-Medicare EGWP coverage that is supplemental to the standard Medicare Part D benefits. A Supplemental Benefits Plan is defined by CMS as other health insurance coverage, and as such, discounts provided under the Medicare Coverage Gap Discount Program are applied before any additional coverage beyond the standard Medicare Part D benefits have been taken into account. The Supplemental Benefits Plan is being provided under, and shall be considered part of, this Employer Group Policy.

SECTION 2 - COVERAGE

2.1 **Covered Benefits**

2.1.1 Unless otherwise stated herein, EIC will provide, to Members, the minimum standard Medicare Part D benefits in effect during the Term of Coverage, subject to the terms and conditions of this Employer Group Policy. Coverage will be provided in accordance with the reasonable exercise of EIC's business judgment and consistent with applicable law.
Members covered under this Employer Group Policy are subject to all of the conditions and provisions contained herein and in the incorporated documents.

2.1.2 Supplemental Benefits Plan and Coordination of Benefits. Employer Group acknowledges and agrees that EIC will contract with its affiliated pharmacy benefits manager, Envision Pharmaceutical Services, LLC ("EnvisionRx"), to provide the pharmacy benefit management services contemplated by this Employer Group Policy on EIC's behalf. During the Term of Coverage, EnvisionRx shall accept, process, and adjudicate claims for Members submitted by EIC after adjudication of such claims by EIC under the Employer Group Policy. Employer Group acknowledges and agrees that its Supplemental Benefits Plan must comply with CMS guidelines and cannot diminish the standard Medicare Part D benefit for which the Member is eligible under Part D requirements (e.g. zero balance copay billing would not be allowed as an edit, as it can require the Member to pay more than the standard Medicare Part D cost share). If a Member has other insurance coverage, identified by CMS or through information provided by the Member or Employer Group, EIC will coordinate benefits with these other carriers.

2.2 Evidence of Coverage and Summary of Benefits: Additional rules governing the provision of Covered Benefits under this Employer Group Policy are stated in the Notice of Important Information, Evidence of Coverage (EOC), and the Summary of Benefits, as interpreted by EIC to comply with applicable law. Employer Group acknowledges that adherence to these rules by Members is required to receive Covered Benefits hereunder.

SECTION 3 - ELIGIBILITY AND ENROLLMENT

3.1 Necessity for Adhering to Eligibility Standards: CMS establishes explicit eligibility standards, which EIC has specifically identified in the Notice of Important Information, and which, if violated, result in the potential imposition of penalties on EIC. Employer Group acknowledges its responsibility to ensure that all such standards are satisfied. Accordingly, Employer Group acknowledges that only Eligible Individuals are eligible to enroll under this Employer Group Policy. Employer Group also acknowledges that the following individuals are NOT eligible to be a Member under this Employer Group Policy:

(i) Spouses or dependents who are not eligible for Medicare Part D coverage, even if they are the spouse or dependent of an Eligible Individual; or

(ii) Current employees of Employer Group (i.e., active employees) or their eligible spouses and dependents, even if eligible for Medicare Part D.

To be eligible for enrollment in the EGWP, the individual must also be eligible for Medicare Part A and/or Medicare Part B and must have a place of permanent residence inside the fifty United States or Washington, D.C. or any territories where EIC is authorized to do business.

Each Medicare Eligible retiree is an individual Member, regardless of whether that individual is a spouse or dependent of another Medicare Eligible retiree.

3.1.1 Attestation of Eligibility: In executing this Employer Group Policy, Employer Group submits the attestation of eligibility identified in Section 5.1 attesting that the individuals submitted by Employer Group for enrollment in the Employer Group Policy meet the above-stated CMS eligibility requirements and did not opt out after receiving Employer's notice of opt-out rights.

3.1.2 Removal of Medicare Eligible Individuals from Other Medicare Coverage: Employer Group acknowledges that any Medicare Eligible retiree who appears on the eligibility file supplied to EIC will be automatically dis-enrolled by CMS from his or her current Medicare plan, if any, upon EIC's submission of his or her name to CMS for coverage under this Employer Group Policy.
3.1.3 **No Waiting Period**: Employer Group may not impose a waiting period before individuals are eligible for coverage under this Employer Group Policy.

3.2 **Enrollment**

3.2.1 **Timing of Enrollment**: Eligible Individuals may be enrolled by Employer Group only during the Employer Group’s annual open enrollment period (“Open Enrollment Period”) or specialty enrollment period upon becoming eligible for prescription drug benefits under the Employer Group’s Retiree Benefit Plan. Eligible Individuals who opt-out during the Open Enrollment Period may be enrolled only during a subsequent Open Enrollment Period or as permitted under CMS regulations. Coverage under the Employer Group Policy will not become effective until approved by CMS and confirmed by EiC. Employer Group agrees to hold the Open Enrollment Period concurrent with any other open enrollment period applicable to retiree health benefits covering prescription drugs that is being offered to Employer Group’s Medicare Eligible retirees or as otherwise required by CMS. The Employer Group shall permit EIC representatives to meet with Eligible Individuals during the Open Enrollment Period unless EiC and Employer Group agree upon an alternate enrollment procedure. As described in the EOC, other special enrollment periods may apply. Employer Group acknowledges that each Eligible Individual may be required to complete and provide Employer Group and/or EIC with certain eligibility information, including, without limitation, the individual’s Medicare ID Number.

3.2.2 **Compliance with Enrollment and Disenrollment Procedures**: Employer Group and EIC agree to comply with the enrollment and disenrollment procedures described in this Employer Group Policy and required by CMS.

3.3 **Eligibility and Enrollment Procedures**

3.3.1 After EIC receives Employer Group’s EGWP file of Eligible Individuals, EIC will submit the information to CMS, and CMS will confirm or reject each Eligible Individual’s enrollment into the EGWP. An Eligible Individual must be enrolled based on his or her state of residence. The Eligible Individual’s address used for enrollment must be his or her permanent residence. A mailing address may be provided in a separate field on the EGWP Eligibility file. If a Member moves to a new permanent state of residence, his or her new residence address must be communicated to EIC. CMS may reject an Eligible Individual’s enrollment into the EGWP for various reasons. EIC will inform Employer Group if EIC receives a CMS rejection and work with Employer Group to determine why the Eligible Individual was rejected and to obtain the information needed to enroll the Eligible Individual into the EGWP, if possible.

3.3.2 The number of Eligible Individuals and composition of the Employer Group, the identity and status of the Employer Group, the eligibility requirements used to determine membership in the Employer Group, and the participation and contribution standards applicable to the Employer Group which exist at the Effective Date of Service are material to the execution and continuation of this Employer Group Policy by EIC. The Employer Group shall not, during the Term of Coverage under this Employer Group Policy, modify the Open Enrollment Period, or any other eligibility requirements as described in the EOC and on the Summary of Benefits, for the purposes of enrolling Eligible Individuals in the EGWP, unless EIC agrees to the modification in writing.

3.4 **Maintenance of Eligibility and Eligibility Updates**

3.4.1 Once enrolled by Employer Group and accepted by CMS, Members will continue to be enrolled unless any of the following occur:

(i) CMS notifies EIC that the Member is no longer eligible for Medicare Part D;

(ii) The Member’s death;

(iii) The Member fails to timely pay Premium Contributions, and Employer Group notifies EIC that the Member is no longer to be covered;

(iv) The Employer Group notifies EIC of the disenrollment of the Member from the EGWP because the Member no longer qualifies for coverage; or
(v) The Eligible Individual notifies the Employer Group or EIC that the Eligible Individual is dis-enrolling.

The Employer Group shall provide EIC with a monthly eligibility update showing eligibility changes (new Members or terminated Members), but does not need to provide a full eligibility file each month. EIC will also notify Employer Group of eligibility changes each month, to the extent EIC learns of such changes during that month.

3.4.2 Disenrollment. For purposes of this Employer Group Policy, the effective date of termination, in all cases except the death of the Member, will be the end of the last calendar month in which the Member was listed as eligible for coverage. In the case of a Member's death, the effective date of termination will be the date of death as indicated by CMS.

For disenrollment to be effective, Employer Group must notify EIC of the date of a Member's termination of coverage under this Employer Group Policy. Employer Group must notify EIC of any terminated Members no later than the twenty-fifth of the month in order for the effective date of termination to be effective the end of such month.

No refund of Premium shall be made by EIC to Employer Group except in the case of the retroactive termination (including death) of the Member by CMS. In such cases of retroactive termination by CMS, EIC shall refund the premium paid by Employer Group, less the cost of any Claims incurred during the retroactive period.

MEMBERS MAY NOT BE RETROACTIVELY ENROLLED OR DISENROLLED BY EMPLOYER GROUP. The only instances where retroactive enrollment or disenrollment will take place is when CMS notifies EIC to process retroactive enrollment or retroactive disenrollment.

By executing this Employer Group Policy, Employer Group hereby attests that the individuals submitted by Employer Group for coverage under this Employer Group Policy meet the eligibility requirements stated herein.

SECTION 4 - PREMIUMS AND FEES

4.1 Premiums: Employer Group shall pay EIC, on or before each Premium Due Date, the monthly Premium as set forth on the Cover Page. Premium rates and the manner of calculating Premiums may be adjusted in accordance with Sections 4.4 and 4.5 below. Premiums will always be paid for an entire month, except in cases where a Member has died in which case there may be partial month adjustments. Membership will be determined as of the Monday following the fifteenth (15th) day of the month.

A check does not constitute payment until it is honored by a recognized financial institution. EIC may return a check issued against insufficient funds without making a second deposit attempt. EIC may accept a partial payment of Premium without waiving its right to collect the entire amount due.

4.2 Past Due Premiums and Fees: If a Premium payment or any fees payable hereunder are not paid in full by Employer Group on or before the Premium Due Date, such past due amounts must be received by EIC within 15 days following the latter of the Premium Due Date or the date upon which the monthly invoice for Premium is delivered to Employer Group (the "Grace Period"). Employer Group's failure to make all such payments by the end of the Grace Period two or more times hereunder will constitute a breach of this Employer Group Policy, and EIC will have the right to terminate this Employer Group Policy pursuant to the Termination section hereof. In addition, with or without termination, EIC will have the right to add a late payment charge of 1½% (or such lower amount as required by law) of the total amount due per month (or partial month) to the amount due and unpaid, beginning with the Premium Due Date. If Employer Group is subsequently reinstated, a reinstatement fee may be required, in addition to a deposit to ensure timely payment of Premium.

If Employer Group Policy terminates for any reason, Employer Group will continue to be held liable for all Premiums and fees, due and unpaid before the termination, including, but not limited to, Premium payments for any period of time Employer Group Policy is in force during the Grace Period. Employer Group shall also be liable for Member cost sharing and other required contributions to coverage for any period of time Employer Group Policy is in force, including any Grace Period. Further, EIC
may recover from Employer Group EIC's costs of collecting any unpaid Premiums or fees, including reasonable attorney's fees and legal costs.

4.3 **Changes in Premium:** EIC may adjust the Premium rates effective as of any Premium Due Date upon 30 days prior written notice to Employer Group if (i) actual enrollment should deviate by + or - 5% or more during the current Contract Year; (ii) necessary to reflect changes in applicable law or regulation (including a CMS required adjustment to Employer Group's Retiree Benefit Plan or the requirement by CMS to cover a new drug); or (iii) a judicial decision has a material impact on the cost of providing Covered Benefits to Members.

4.4 **Premium Adjustments:** EIC will make retroactive adjustments to Employer Group's billings for the termination of Members by CMS which have not been posted to previous billings. Such retroactive adjustments will be made in the form of Premium credits. EIC will reduce any Premium credits by the amount of any payments EIC may have made on behalf of such Members, including Claim payments before EIC was informed their coverage had been terminated.

4.5 **Member Premium Contributions:** Employer Group shall comply with the following conditions with respect to Premium Contributions made by Members:

4.5.1 **Limitations on Employer Group Subsidies.** Employer Group may subsidize different amounts for different classes of Members, provided such classes are reasonable and based on objective business criteria, such as years of service, business location, job category, and nature of compensation (e.g., salaried vs. hourly). However, Premium Contribution levels cannot vary for Members within a given class, nor can classes of Members be based on eligibility for Low Income Subsidies ("LIS") provided by CMS for certain individuals.

4.5.2 **Identification of Low Income Subsidy ("LIS") Eligible Individuals.** EIC will identify and notify Employer Group of Members who are eligible for LIS. Said individuals may be eligible for Low Income Premium subsidy payments ("LIPs") and Low Income Cost subsidy payments ("LICs").

4.5.3 **LIPs:** During implementation, Employer Group shall provide its Retiree Benefit Plan to EIC and the parties will review same to determine, among other factors, if any Members are making Premium Contributions. If any Members are doing so, Employer Group will notify EIC if Employer Group opts to have EIC (i) issue LIPs checks directly to LIPs-eligible Members; or (ii) provide checks to Employer Group for said amounts which Employer Group will issue to appropriate Members, and thereafter attest to the fact that Employer Group has appropriately done so.

If Employer Group notifies EIC during implementation that Employer Group wants to issue checks to LIPs-eligible Members, EIC shall provide data with each invoice statement identifying the name of each LIPs-eligible Member, and the amount of LIPs that must be refunded to said Member. Employer Group must refund the identified LIPs payments to Members within forty-five (45) days of EIC's receipt of such amounts from CMS, document how the LIPs amounts were refunded, and provide an attestation to EIC that the LIPs amounts have been properly refunded. Further, if EIC is to send out checks, Employer Group must provide EIC with accurate Member addresses as a condition of such checks being mailed directly to Member.

Employer Group acknowledges that CMS requires that any LIPs amounts must first be used to reduce any portion of the monthly Premium paid by the Member (or on the Member's behalf), with any remaining portion of the LIPs amount then applied toward the portion of any monthly Premium paid for the Member by Employer Group. However, if the sum of the Member's financial contribution to monthly Premium and Employer Group's financial contribution to monthly Premium is less than the monthly LIPs amount, any portion of the LIPs amount above the total monthly Premium must be returned to EIC and, in turn, refunded to CMS by EIC.

4.5.4 **LICs:** EIC will be responsible for providing LICs to Members at the point of sale. In the event that incorrect amounts of LICs are paid to Members, and additional amounts need to be paid or withheld thereafter, EIC will be responsible for ensuring said corrections are made and creating a record of such transactions as required by CMS.
4.5.5 Other Member Financial Assistance: Employer Group understands that some Members are entitled to receive other financial assistance through State Pharmaceutical Assistance Programs (SPAPs) or other programs. Such financial assistance may take the form of premium assistance or assistance to lower the cost of copayments, coinsurance or the cost of drugs. The parties agree that EIC will handle all such premium assistance as described in Section 4.5.3 for LIPs, and EIC will handle all copayment/coinsurance/cost assistance as described in Section 4.5.4 for LICs. Employer Group acknowledges that it may be liable for any inappropriate retention of premium assistance, and Employer Group will forward to EIC any funds that it is not entitled to retain, after which EIC will refund said monies as is required.

4.5.6 Premium Payment Method: Employer Group acknowledges that all Premium payments due under this Employer Group Policy are paid to EIC by Employer Group and that EIC does not bill Members.

4.5.7 Late Enrollment Penalty ("LEP"): Employer Group acknowledges that CMS requires Plan Beneficiaries to maintain creditable coverage. If a Plan Beneficiary does not maintain creditable coverage for more than 63 consecutive days, CMS assesses a LEP to that beneficiary once creditable coverage is reinstated. This penalty is not included in EIC's Premium. EIC will invoice Employer Group for any LEP that is owed by a Member, identifying at the time of the invoice the name of the Member, and the amount owed. Employer Group will be obligated to pay the LEP amount invoiced to EIC. However, Employer Group may collect the LEP from the Member. EIC will notify Employer Group of Members owing LEPs, as EIC is notified by CMS of these Members, and such notice will be provided on or before the date when EIC invoices Employer Group for the LEPs.

If Employer Group or any Member has documentation that the Member did have continuous creditable coverage, Employer Group may attest to same and EIC will submit a request for rescission of the LEP and a refund from CMS. EIC will pass through to Employer Group any LEP amounts reimbursed by CMS. In the event that CMS determines and notifies EIC that a LEP was wrongly or inaccurately assessed, EIC will notify Employer Group and pass through to Employer Group any LEP amounts reimbursed by CMS.

4.5.8 Federal Income Related Monthly Adjustment Amount ("IRMAA"): Employer Group acknowledges that under IRMAA, if a Member's modified adjusted gross income threshold is exceeded, the Member is required to pay Medicare a higher fee. This payment is made by the Member directly to Medicare and is not included in Employer Group's Premium paid to EIC.

4.5.9 Member's Non-Payment of Premium: Employer Group acknowledges that failure of a Member to pay any portion of Premium required under Employer Group’s Retiree Benefit Plan shall not release Employer Group's obligation to pay Premiums due hereunder.

If a Member is to be terminated from the EGWP for non-payment of Premium, Employer Group must give the Member at least twenty-one (21) days advance written notice. This notice must be received by the Member at least twenty-one (21) days from the effective date of disenrollment. This should be taken into consideration when establishing the timing for payment of any Member Premium under Employer Group's Retiree Plan.

4.6 Contingent Premium Refund: EIC shall refund to Employer Group ninety percent (90%) of the Premium correlating to the difference between the Employer Group Target Loss Ratio of eighty percent (80%) and the Actual Loss Ratio which is lower than eighty percent (80%). For purposes of this Section, the "Loss Ratio" (also known as the Medical Loss Ratio or MLR) is the Insurance Losses divided by Net Premium. Insurance Losses are claims costs less Member and CMS cost share. Net Premium is the Member Premium plus direct CMS subsidy, less commissions. If the Actual Loss Ratio for the contract year is below eighty (80%), EIC will refund to Employer Group ninety (90%) of such portion of the Premium paid that results in an eighty (80%) MLR. Employer Group may audit, no more than once annually, the calculation of the Premium refund based on the aggregate files for claims, CMS Monthly Membership Reports (MMR), and CMS Prescription Drug Event (PDE) records used by EIC to calculate same.
SECTION 5 – ADDITIONAL RESPONSIBILITIES OF EMPLOYER GROUP AND EIC

5.1 Provision of Information: Employer Group shall furnish to EIC, on a monthly basis (or as otherwise required), on EIC’s form (or such other form as EIC may reasonably approve) by electronic methods (or such other means as EIC may reasonably approve), such information as EIC may reasonably require to administer this Employer Group Policy. This includes, but is not limited to, each Member’s Health Insurance Claim Number (HICN), Medicare Beneficiary Identifier (MBI) or its equivalent, needed to enroll members of Employer Group and process Member terminations or status changes. EIC will not be liable to Members for the fulfillment of any obligation prior to information being received in a form satisfactory to EIC.

Employer Group certifies, based on best knowledge, information and belief, that all enrollment and eligibility information that has been or will be supplied to EIC is accurate, complete and truthful. Employer Group acknowledges that EIC can and will rely on such enrollment and eligibility information in determining whether an individual is eligible for Covered Benefits under this Employer Group Policy.

5.2 Maintenance of Information and Records: Employer Group and EIC shall maintain Information and Records (as such terms are defined in Section 5.3 below) for the longer of: (i) a period of ten (10) years from the end of the final contract period under which EIC offers Covered Benefits hereunder, or (ii) the date the U.S. Department of Health and Human Services, the Comptroller General or their designees complete an audit. This Section 5.2 shall survive the termination of this Employer Group Policy, regardless of the cause of the termination.

5.3 Access to Information and Records: Employer Group and EIC shall provide to federal, state and local governmental authorities having jurisdiction, directly or through their designated agents (collectively "Auditors") upon request, access to all books, records and other papers, documents, materials and other information (including, but not limited to, contracts and financial records) whether in paper or electronic format, relating to this Employer Group Policy (together "Information and Records"). Employer Group agrees to provide EIC and Auditors with access to Information and Records at Employer Group’s offices during regular business hours and upon reasonable advance request, for as long as such records are maintained as required in Section 5.2 above. Employer Group agrees to supply copies of Information and Records within fourteen (14) calendar days of Employer Group’s receipt of the request, where practicable, and in no event later than the date required by any applicable law or regulatory authority. EIC also agrees to provide Auditors with reasonable access to relevant information and records. This Section 5.3 shall survive the termination of this Employer Group Policy, regardless of the cause of termination.

5.4 Policies and Procedures: Compliance Verification: Employer Group shall substantially comply with all reasonable policies and procedures established by EIC in administering and interpreting this Employer Group Policy. Employer Group shall, upon request, provide a certification of its substantial compliance with EIC’s participation and contribution requirements and the requirements for a group as defined under 42 CFR 423.100, et. seq.

5.5 Forms: Unless otherwise agreed, and with the exception of the initial letter transmitted by Employer Group to Members to provide Members with an opt-out right from Employer Group’s Medicare Part D program, EIC shall distribute all materials to Members regarding enrollment, plan features, including Covered Benefits and exclusions and limitations of coverage. Employer Group shall, within no fewer than thirty (30) calendar days of receipt from an Eligible Individual, forward all completed enrollment information and other required information to EIC. Coverage for any new Eligible Individuals shall not be effective until such information has been provided to EIC and the individual has been accepted for membership by CMS.

5.6 Member Correspondence: Once an Eligible Individual is enrolled in the Employer Group Policy, the Eligible Individual will receive documents and correspondence from EIC as required by CMS. This may be new to Members previously covered by Employer Group’s prior benefit plan. Members will receive an Evidence of Coverage (EOC) that explains the rules for coverage under the Employer Group Policy, an annual notice of any changes to the benefits (ANOC), and other correspondence related to the services to be provided (i.e. Medication Therapy Management).
5.7 **Employer Group Acknowledgments:** Employer Group acknowledges and agrees that it may not make changes to Employer Group's Retiree Benefit Plan during the Term of Coverage without EIC's prior written approval.

**SECTION 6 – RENEWAL AND TERMINATION**

6.1 **Renewal of Employer Group Policy:** This Employer Group Policy is NOT automatically renewable. However, EIC shall, at least sixty (60) days prior to the end of the Term of Coverage, provide Employer Group with a quote for coverage for a subsequent Term of Coverage; unless EIC will no longer offer an EGWP plan in any service areas covered under this Employer Group Policy because: (i) CMS terminates or otherwise non-renews EIC's EGWP contract with CMS, (ii) non-approval of the Supplemental Benefit Plan filings with applicable State agencies, or (iii) EIC provides CMS with notice of its intention to non-renew its EGWP contract or reduce the service areas referenced in its Medicare Part D contract with CMS. Upon acceptance of the quote, this Employer Group Policy shall be renewed for an additional Term of Coverage as set forth in a new Cover Sheet.

6.2 **Termination by Employer Group:** This Employer Group Policy may NOT be terminated by Employer Group during any Contract Year for any reason other than a material breach of this Employer Group Policy by EIC. Should Employer Group wish to terminate for material breach, it shall notify EIC, in writing, at least thirty (30) days prior to the effective date of termination. Such notice shall state the material breach with sufficient specificity to permit EIC to cure the breach. If EIC reasonably cures the breach within the thirty (30) day notice period, this Employer Group Policy shall not be terminated.

6.3 **Termination by EIC:** EIC may terminate this Employer Group Policy as of the last day of the Grace Period if the Premium remains unpaid at the end of the Grace Period.

This Employer Group Policy may also be terminated by EIC as follows:

(a) Immediately upon notice to Employer Group if Employer Group has performed any act or practice that constitutes fraud or made any intentional misrepresentation of a material fact relevant to the coverage provided under this Employer Group Policy;

(b) Upon 30 days written notice to Employer Group if Employer Group (i) ceases to meet Medicare Part D requirements for an employer group; or (ii) changes its eligibility or participation requirements without EIC's consent;

(c) Upon 180 days written notice to Employer Group (or such shorter notice as may be permitted by applicable law, but in no event less than 30 days) if EIC ceases to offer a product or coverage in a market in which Members covered under this Employer Group Policy reside;

(d) Upon 30 days written notice to Employer Group for any other reason consistent with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or by applicable federal rules and regulations, as amended.

6.4 **Effect of Termination:** Except as otherwise stated below, no termination of this Employer Group Policy will relieve either EIC or Employer Group from any obligation incurred before the date of termination. When terminated, this Employer Group Policy and all coverage provided hereunder will end at 11:59 p.m. on the effective date of termination. EIC may charge Employer Group a reinstatement fee if coverage is terminated and subsequently reinstated under this Employer Group Policy.

6.5 **Notices to Members:** It is the responsibility of Employer Group to notify the Members of the termination of this Employer Group Policy in accordance with applicable laws, CMS requirements, and EIC's policies and procedures. EIC reserves the right to notify Members of termination of this Employer Group Policy for any reason, including non-payment of Premium or fees. In addition, Employer Group shall provide written notice to Members of their rights upon termination of coverage in accordance with the EOC and applicable CMS requirements.

**SECTION 7 – CONFIDENTIALITY AND PRIVACY OF INFORMATION**

7.1 **Compliance with Privacy Laws:** Employer Group will abide by all applicable laws and regulations regarding the confidentiality of individually identifiable health and other personal information, including the privacy requirements of HIPAA.
7.2 **Disclosure of Protected Health Information:** EIC will not provide protected health information ("PHI"), as defined in HIPAA, to Employer Group, and Employer Group will not request PHI from EIC, unless Employer Group complies with all applicable HIPAA requirements. Employer Group, for itself and its employees, agrees that PHI shall not be used for any impermissible purpose, including, without limitation, the use of PHI for disciplinary or discriminatory purposes, and any user names and passwords assigned to designated individuals shall be not shared with non-designated individuals. Employer Group and EIC shall execute a HIPAA Business Associate Agreement.

7.3 **Brokers and Consultants:** To the extent any broker or consultant engaged by Employer Group receives PHI in the underwriting process or for any other reason, Employer Group understands and agrees that such broker or consultant is acting on behalf of Employer Group and not EIC. EIC is entitled to rely on Employer Group's representations that any such broker or consultant is authorized to act on Employer Group's behalf and entitled to have access to the PHI under the relevant circumstances.

7.4 **Confidentiality:** Except as otherwise stated herein or required by law, neither party hereto shall disclose any information of, or concerning the other party which has either been provided by one party to the other or obtained by a party in connection with this Employer Group Policy (including this Employer Group Policy and the terms of this Employer Group Policy) or related to the services rendered under this Agreement, all of which information is deemed confidential information. All data, information, and knowledge supplied by a party hereto shall be used by the other party exclusively for the purposes of performing under this Policy. Upon termination of this Policy, each party shall return to the other party or destroy (if such destruction is certified) all confidential information provided including, without limitation, all copies and electronic magnetic versions thereof. Notwithstanding any of the foregoing to the contrary, "confidential information" shall not include any information which was known by a party prior to receiving it from the other party, or that becomes rightfully known to a party from a third party under no obligation to maintain its confidentiality, or that becomes publicly known through no violation of this Policy.

**SECTION 8 – MISCELLANEOUS**

8.1 **Independent Contractors:** EIC and Employer Group are independent contractors. Notwithstanding anything herein to the contrary, neither party hereto shall disclose any information of, or concerning the other party which is the exclusive property of the other. Neither party hereto, nor any of its respective employees, shall be construed to be the employee, agent, or representative of the other for any reason, or liable for any acts of omission or commission on the part of the other.

8.2 **Relationship Between EIC and Network Providers:** Employer Group acknowledges that the relationship between EIC and Network Providers is a contractual relationship among independent contractors. Network Providers are neither agents nor employees of EIC, nor is EIC an agent or employee of any Network Provider. Network Providers dispense covered drugs to Members, and EIC administers and determines plan benefits. EIC negotiates contracts with pharmacies, pharmaceutical manufacturers, and vendors on its own behalf and not specifically or exclusively for Employer Group. Network Providers are solely responsible for any services rendered to EIC Members. EIC makes no express or implied warranties or representations concerning the qualifications, continued participation, or quality of services of any Network Provider. A Network Provider's participation may be terminated at any time without advance notice to the Employer Group or Members, subject to applicable law.

Employer Group further acknowledges that EIC is neither an operator of pharmacies nor exercises control over the professional judgment used by any pharmacist when dispensing drugs or medical supplies to Members. Nothing in this Employer Group Policy shall be construed to usurp the dispensing pharmacist's professional judgment with respect to the dispensing or refusal to dispense any drugs or medical supplies to Members. EIC does not indemnify Members or Employer Group, and Employer Group hereby releases EIC, from any liability arising from the dispensing of drugs or medical supplies by any pharmacy to Members.

8.3 **Limited Indemnification and Limitation of Liability:** EIC shall indemnify and hold harmless Employer Group for that portion of any liability, settlement and related expense (including the reasonable cost of legal defense) which was caused
solely, directly and independently by EIC’s fraud, willful misconduct, criminal misconduct, negligence, or material breach of
this Employer Group Policy. Employer Group shall indemnify and hold harmless EIC for that portion of any liability, settlement
and related expense (including the reasonable cost of legal defense) which was caused solely, directly and independently by
Employer Group’s fraud, willful misconduct, criminal misconduct, negligence (including, without limitation, untimely, inaccurate,
incorrect, or conflicting eligibility information), or material breach of this Employer Group Policy.

The party seeking indemnification under this Section 8.3 must notify the indemnifying party promptly in writing of any actual
or threatened action, suit or proceeding to which it claims such indemnity applies. Failure promptly to so notify the indemnifying
party shall be deemed a waiver of the right to seek indemnification.

The parties agree that in no event shall the indemnity obligations under this Section 8.3 apply to that portion of any liability,
settlement and related expense caused by (a) EIC’s acts or omissions undertaken at the direction of Employer Group or
Employer Group’s agent; or (b) Employer Group’s act or omission undertaken at EIC’s expressed written direction.

Notwithstanding the indemnification obligations set forth above (i) each party’s liability to the other hereunder will in no event exceed the actual proximate losses or damages caused by breach of this Employer Group Policy; and (ii) in no event will either party or any of their respective affiliates, directors, employees or agents, be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, or any damages for lost profits relating to a relationship with a third party, however caused or arising, whether or not they have been informed of the possibility of their occurrence. Except in cases of fraud or the inappropriate disclosure of PHI, the rights of the parties hereto for indemnification relating to this Employer Group Agreement or the transactions contemplated herein shall be strictly limited to the those contained in this Section 8.3 and such indemnification rights shall be the exclusive remedies of the parties with respect to any matter arising under or in connection with this Employer Group Agreement.

The indemnification obligations of the parties shall terminate upon the expiration of this contract except as to any matter concerning a claim which has been asserted by notice to the other party at the time of such expiration or within 365 days thereafter.

8.4 Delegation and Subcontracting: Employer Group acknowledges and agrees that EIC may enter into arrangements
with its affiliates and other subcontractors to perform certain functions hereunder such as the provision of the provider network,
utilization management, customer service, quality assurance and provider credentialing, as EIC deems appropriate. EIC shall
remain responsible for the performance of any such delegated functions.

8.5 Prior Agreements; Severability: As of the Effective Date of Service, this Employer Group Policy replaces and
supersedes all other prior agreements between EIC and Employer Group, as well as any other prior written or oral
understandings, negotiations, discussions or arrangements between the parties, related to matters covered by this Employer
Group Policy or the documents incorporated herein. If any provision of this Employer Group Policy is deemed to be invalid or
illegal, that provision shall be fully severable and the remaining provisions of this Employer Group Policy shall continue in full
force and effect.

8.6 Amendments: This Employer Group Policy may be amended as follows: This Employer Group Policy shall be deemed
to be automatically amended to conform to all rules and regulations promulgated at any time by any state or federal regulatory
agency or authority having supervisory authority over EIC; or by written agreement executed by both EIC and Employer Group.
Except for said automatic amendments, all amendments to this Employer Group Policy must be approved and executed by
EIC and Employer Group. No employee, entity, or individual has the authority to (i) modify this Employer Group Policy; (ii)
waive any of its provisions, conditions, or restrictions; (iii) extend the time for making a payment; or (iv) bind EIC by making
any other commitment or representation or by giving or receiving any information.

8.7 Clerical Errors: Clerical errors or delays by EIC in keeping or reporting data relative to coverage will not reduce or
invalidate a Member’s coverage. Upon discovery of an error or delay, an adjustment of Premiums shall be made to reflect the
cost of the error or delay. EIC may also modify or replace an Employer Group Policy, EOC or other document issued in error.
8.8 Claim Determinations and Administration of Covered Benefits: EIC has complete authority to review all claims for Covered Benefits as defined in the EOC under this Employer Group Policy. In exercising such responsibility, EIC shall have discretionary authority to determine whether and to what extent Members are entitled to coverage and to construe any disputed or doubtful terms under this Employer Group Policy, the EOC or any other document incorporated herein. The administration of Covered Benefits and of any appeals filed by Members related to the processing of claims for Covered Benefits shall be conducted in accordance with the EOC and CMS regulations.

8.9 Third Party Billing: EIC may engage a third party entity to provide billing services on behalf of EIC under this Employer Group Policy. The third party entity is not and should not be considered a third-party beneficiary.

8.10 Misstatements: If any fact as to Employer Group or a Member is found to have been misstated, an equitable adjustment of Premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

8.11 Incontestability: Except as to a fraudulent misstatement, or issues concerning Premiums due, no statement made by Employer Group or any Member shall be the basis for voiding coverage or denying coverage or be used in defense of a claim unless it is in writing.

8.12 Assignability: No rights or benefits under this Employer Group Policy are assignable by either EIC or Employer Group to any third party unless approved, in writing, by all parties.

8.13 Waiver: EIC’s failure to implement, or insist upon compliance with, any provision of this Employer Group Policy or the terms of the EOC incorporated hereunder, at any given time or times, shall not constitute a waiver of EIC’s right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of Premiums or Covered Benefits. This applies whether or not the circumstances are the same.

8.14 Third Parties: This Employer Group Policy shall not confer any rights or obligations on third parties except as specifically provided herein.

8.15 Non-Discrimination: Employer Group agrees to make no attempt, whether through differential contributions or otherwise, to encourage or discourage enrollment of Eligible Individuals in EIC based on health status or health risk.

8.16 Applicable Law: This Employer Group Policy shall be governed and construed in accordance with applicable federal law and the applicable law, if any, of the State of Ohio, without regard to its conflict principles. Employer Group acknowledges that EGWPs and this Employer Group Policy are governed by federal law and the regulations promulgated by CMS for Medicare Part D Prescription Drug Plans.

8.17 Use of the EIC’s Name and all Symbols, Trademarks, and Service Marks: EIC reserves the right to control the use of EIC’s name and all symbols, trademarks, and service marks presently existing or subsequently established. Employer Group agrees that it will not use such name, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without EIC’s prior written consent and will cease any and all usage immediately upon EIC’s request or upon termination of this Employer Group Policy.

8.18 Dispute Resolution

8.18.1 Mediation: If either party to this Employer Group Policy should declare a breach of this Employer Group Policy, or if any dispute arises from this Employer Group Policy or the subject of this Employer Group Policy, the parties shall first submit the matter to non-binding mediation (not arbitration) and attempt to resolve the matter, in good faith, prior to the institution of any arbitration or any other legal action. The parties agree that arbitration or any other legal action may be initiated only after each party has presented its case to a qualified mediator associated with a professional mediation firm and such...
mediator has declared an impasse. Any statements made at such mediation shall be for settlement purposes only and shall not be construed to be an admission. A party demanding mediation shall be entitled to obtain a court order mandating mediation if the other party does not agree to commence mediation within thirty (30) days after written demand. The fees and costs incurred by the party seeking such court order shall be reimbursed by the other party; otherwise, each party shall pay its own costs of mediation. All such mediation proceedings shall be conducted on a confidential basis. The mediation shall be conducted in Cleveland, Ohio.

8.18.2 Arbitration: Any controversy, claim or dispute arising out of or relating to this Employer Group Policy or the breach thereof, whether in tort or in contract, in law or in equity, shall be exclusively settled by confidential binding arbitration in accordance with the commercial rules of the American Arbitration Association (AAA) then in effect. Such arbitration may be initiated by either party, only upon declaration by the mediator of an impasse as required in the mediation above, by providing the other party with a written demand for arbitration. If both parties provide a demand for arbitration within the same calendar day, the party which initiated the mediation above shall be deemed to be the plaintiff. A response to the demand for arbitration, and any affirmative defenses or counter-demands, shall be delivered to the initiating party within fifteen (15) calendar days (not counting weekends or federal holidays) of delivery of the demand for arbitration. There shall be a single qualified arbitrator mutually chosen by the parties in accordance with the selection and appointment procedures of the AAA, subject to the following: The arbitrator shall be reasonably familiar with the business of pharmacy benefits management and have at least two (2) years of experience arbitrating matters related to the administration of health care services or health insurance. Should the list of arbitrators provided by the AAA fail to contain a qualified arbitrator, the parties may select a qualified arbitrator not associated with the AAA. The fees charged by the AAA and costs of the arbitrator (e.g. compensation, travel, etc.) related to the arbitration shall be borne equally by the parties. To the extent AAA rules do not address a particular procedure, including, without limitation, the timing, content, and scope of discovery, the arbitrator shall, after consulting with the parties, determine such procedure. The decision of the arbitrator shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All such arbitration proceedings shall be conducted on a confidential basis and shall not be disclosed by either party. The arbitration shall be conducted in Cleveland, Ohio.

8.19 CMS Contract: This Employer Group Policy is subject to the annual renewal of EIC's Medicare Part D contract with CMS. Covered Benefits and/or Premiums are also subject to change at the beginning of any subsequent Term of Coverage under this Employer Group Policy. Except as otherwise provided herein, Increases in Premiums and/or decreases in Covered Benefits are only permitted at the beginning of a subsequent Term of Coverage under this Employer Group Policy. Should CMS cancel EIC's contract as a Medicare Part D contractor or should EIC decide not to continue as a Medicare Part D contractor, Members shall be given notice of such termination in accordance with the EOC and any applicable laws, rules and regulations, including, without limitation, CMS requirements.

8.20 Force Majeure: EIC shall not be deemed to have breached this Employer Group Policy or be held liable for any failure or delay in the performance of all or any portion of its obligations under this Employer Group Policy if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, boycotts, lock-outs, acts of terrorism, acts of war or war-operations, restraints of government, power or communications line failure or other circumstances beyond such party's control, or by reason of the judgment, ruling or order of any court or agency of competent jurisdiction, or change of law or regulation (or change in the interpretation thereof) subsequent to the execution of this Employer Group Policy. If due to circumstances not within EIC's reasonable control, including but not limited to major disaster, epidemic, complete or partial destruction of facilities, riot, civil insurrection, disability of a significant part of EIC's Network Providers or entities with whom EIC has contracted for services under this Employer Group Policy, or similar causes, the provision of benefits provided under this Employer Group Policy is delayed or rendered impractical, EIC shall not have any liability or obligation on account of such delay or failure to provide services, except to refund the amount of the unearned prepaid Premiums held by EIC on the date such event occurs. EIC is required only to make a good-faith effort to provide or arrange for the provision of services, taking into account the impact of the event. This Section 8.20 shall not be considered to be a waiver of any continuing obligations under this Employer Group Policy, including, without limitation, the obligation to make payments.
8.21 **Notices:** Any notice required or permitted under this Employer Group Policy shall be in writing and shall be deemed to have been given on the date when delivered in person; or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid, and properly addressed to the address set forth in the Employer Group Application or Cover Sheet, or to any more recent address of which the sending party has received written notice or, if delivered by facsimile or other electronic means, on the date sent by facsimile or other electronic means.

8.22 **Representations:** Employer Group represents and warrants that to the best of its knowledge: (i) the entering into this Employer Group Policy is not in violation of any other agreement; (ii) has no undisclosed conflicts of interest; and (iii) it maintains, and shall continue to maintain throughout the term of this Employer Group Policy, any and all applicable licenses, governmental authority, or other authorization required to operate an entity of its type. EIC represents that (i) there are no organizational arrangements that could potentially create a conflict of interest that affects clinical or financial decisions; and (ii) it maintains, and shall continue to maintain throughout the term of this Employer Group Policy, any and all applicable licenses, governmental authority, or other authorization required to operate an entity of its type.

The following are approved Exhibits to this Employer Group Policy:

- **Exhibit 1:** Summary of Benefits
- **Exhibit 2:** Evidence of Coverage
- **Exhibit 3:** Supplemental Benefits Plan

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, EIC and Employer Group have caused this Employer Group Policy to be executed by their respective authorized officers.

ENVISION INSURANCE COMPANY:

By: Sue Titterington
Vice President, Market & Product Development

Address:
Envision Insurance Company
2181 East Aurora Road
Twinsburg, OH 44087
PH: 330-405-8080
FX: 330-405-8081

EMPLOYER GROUP:

By: Ruth F. Quinto
Deputy Superintendent/CFO

Address:
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721
PH: 559-457-3596
FX: __________________
E-MAIL: __________________
FEIN: __________________
EXHIBIT 3
FEES, DRUG PRICING, AND PERFORMANCE GUARANTEES
FOR THE SUPPLEMENTAL BENEFITS PLAN

| Administrative Fee (Payable to Envision; not including fees payable to Plan Sponsor's TPAs, consultants, or brokers, if any) |
| For Contract Year 2020: $3.50 Per Member, Per Month (PMPM) |

SUPPLEMENTAL BENEFITS PLAN PERFORMANCE GUARANTEE

Effective January 1, 2020, Envision shall provide the Performance Guarantee specified below for the Supplemental Benefits Plan only. Envision shall provide Plan Sponsor with a Performance Guarantee report within ninety (90) days after the end of any Contract Year.

The total amount of penalties payable by Envision in any Contract Year shall not exceed $5,000 during applicable Contract Year. Failure to meet the Performance Guarantee below shall not be deemed to be a breach of this Policy. The Performance Guarantee shall be measured annually on a client specific basis.

Any penalties assessed against Envision pursuant to this Policy will be credited against future billings to Plan Sponsor in accordance with the execution of this Policy and Envision's standard procedures.

In the event that any failure by Envision to meet any Performance Guarantee is due to a force majeure as defined in this Policy, failure by Plan Sponsor to perform its obligations under this Policy, or actions or inactions of Plan Sponsor that adversely impact Envision's ability to maintain the Performance Guarantee(s), Envision will be excused from compliance with such Performance Guarantee(s) until such circumstances have been resolved and any existing backlogs or other related effects have been eliminated.

The following Performance Guarantees shall apply through 12/31/2020, for services that have been fully delegated to Envision:

<table>
<thead>
<tr>
<th>Performance Standard</th>
<th>Measurement Period</th>
<th>Annual Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAW penalties will be accurately applied to members accessing brand medications and will not be applied in situations where the generic equivalent is excluded from coverage. The performance guarantee will require that Fresno Unified School District report to Envision on a monthly basis all instances of non-compliance.</td>
<td>Annually</td>
<td>$1,000 per instance up to a maximum of $5,000</td>
</tr>
</tbody>
</table>
AGENDA ITEM A-5

TITLE AND SUBJECT: Approve Award of Bid 20-11, Ericson Elementary School Early Learning Building Construction and Interim Housing Infrastructure

ITEM DESCRIPTION: Included in the Board binders is information on Bid 20-11, for construction of a five-classroom Early Learning building to replace portables at Ericson Elementary School. The project also includes new playground areas, parking improvements for increased safety/security and accessibility, and installation of interim housing to accommodate classes during construction.

The request for bids was lawfully advertised on October 10, 2019. Notifications were sent to 464 firms plus five construction trade publications, and the district received five responses. Bids were opened on November 19, 2019. Staff recommends award to the lowest responsive, responsible bidder:

Davis Moreno Construction, Inc. (Fresno, California) $6,303,364

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

Future project phases that may be recommended in the future to further improve the Ericson campus include a ten-classroom building, expanded staff parking, and modifications to the Yale Avenue entry for student drop-off and pick-up. In addition, Ericson has been identified for a reconstructed cafeteria, to be funded by the potential 2020 bond.

FINANCIAL SUMMARY: $6,303,364 is available in the Measure Q Fund.

PREPARED BY: Edward Collins, Executive Director, Purchasing

CABINET APPROVAL: Karin Temple, Chief Operating Officer

DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

SUPERINTENDENT APPROVAL:
FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION
Bid No. 20-11, Ericson Elementary School Early Learning Building Construction and Interim Housing Infrastructure
Bid Opening Date: November 19, 2019 prior to 3:01 P.M. 

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>CITY</th>
<th>BASE BID 1 Interim Housing</th>
<th>BASE BID 2 Early Learning Building</th>
<th>TOTAL BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Davis Moreno Construction, Inc.</td>
<td>Fresno</td>
<td>$381,000</td>
<td>$5,922,364</td>
<td>$6,303,364</td>
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<tr>
<td>BMY Construction Group, Inc.</td>
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<td>$6,146,000</td>
<td>$6,508,000</td>
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<td>Marko Construction Group Inc.</td>
<td>Fresno</td>
<td>$489,248</td>
<td>$6,087,821</td>
<td>$6,577,069</td>
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<tr>
<td>Solpack Construction Inc., dba Soltek Pacific Construction Company</td>
<td>San Diego</td>
<td>$130,000</td>
<td>$6,522,000</td>
<td>$6,652,000</td>
</tr>
<tr>
<td>AMG &amp; Associates, Inc.</td>
<td>Santa Clarita</td>
<td>$1,042,000</td>
<td>$6,185,000</td>
<td>$7,227,000</td>
</tr>
</tbody>
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Low bid determined by the combined total of Base Bid 1 and Base Bid 2.

Staff recommends award of $6,303,364 to Davis Moreno Construction, Inc., the lowest responsive, responsible bidder for Base Bid 1 and Base Bid 2.
Fresno Unified School District
Board Agenda Item

AGENDA ITEM A-6

Board Meeting Date: December 18, 2019

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Proposed Revisions for Board Policies

ITEM DESCRIPTION: Included in the Board binders are proposed revisions for the following nineteen Board Policies (BP):

- BP 0410 Nondiscrimination in District Programs and Activities
- BP 1312.3 Uniform Complaint Procedures
- BP 5113.2 Work Permits
- BP 5116 Student Attendance Boundaries and Student Transfers
- BP 5116.1 Intradistrict and Interdistrict Voluntary Enrollment
- BP 5131.2 Anti-Bullying
- BP 5141.52 Suicide Prevention
- BP 5145.13 Response to Immigration Enforcement
- BP 5145.3 Nondiscrimination/Harassment
- BP 5145.9 Hate-Motivated Behavior
- BP 6142.7 Physical Education and Activity
- BP 6145 Extracurricular and Cocurricular Activities
- BP 6145.2 Athletic Competition
- (NEW) BP 6159.1 Procedural Safeguards and Complaints for Special Education
- BP 6164.2 Guidance Services
- (NEW) BP 6164.41 Children with Disabilities Enrolled by Their Parents in Private School
- BP 6177 Summer School
- BP 6178.1 Work Experience Education
- BP 6200 Adult Education

These revisions meet the legal mandates recommended by the California School Boards Association (CSBA), CDE’s Federal Program Monitoring (FPM) requirements and best practices.

Revision recommendations are color coded as follows:
- Yellow highlight - CSBA recommended language policy
- Green font – Legally mandated/reference changes
- Blue font – Clarification or readability changes
- Grey font – New Policy
- Peach font – Subcommittee recommendation
- Purple font - Information change
- Red strikeout – Recommended deletion
- Green font – CDE/FPM required change

FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: Teresa Plascencia,
Executive Director
CABINET APPROVAL: David Chavez,
DIVISION: Constituent Services
PHONE NUMBER: (559) 457-3736
SUPERINTENDENT APPROVAL:
Fresno Unified Board Policy (BP) 0410
Nondiscrimination In District Programs And Activities

The Governing Board is committed to equal opportunity for all individuals in education. The District programs, activities and practices shall be free from unlawful prohibits discrimination, harassment, intimidation, and bullying including discrimination against an individual or group based on actual or perceived race, color, religion, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, marital status, medical information, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics in all District acts related to school activities, programs, practices, or school attendance within a school under the jurisdiction of the Superintendent.

(cf. 1240 - Volunteer Assistance)
(cf. 4030 – Nondiscrimination in Employment)
(cf. 4032 – Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 – Sexual Harassment)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
(cf. 5131.8 – Anti-Bullying)
(cf. 5145.3 – Nondiscrimination/Harassment)
(cf. 5145.7 – Sexual Harassment)
(cf. 5146 – Married/Pregnant/Parenting Students)
(cf. 1240 - Volunteer Assistance)
(cf. 6145.2 – Athletic Competition)
(cf. 6145.4 – Identification and Evaluation of Individuals for Special Education)
(cf. 6178 – Career Technical Education)
(cf. 6200 – Adult Education)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

(cf. 3540 - Transportation)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5145.13 - Response to Immigration Enforcement)

District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

The Superintendent or designee shall review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing
district programs and activities, including the use of facilities. They shall take prompt, reasonable actions to remove any identified barrier.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

Pursuant to 34 Code of Federal Regulations (CFR) 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admissions and employment, and sources of referral for applicants about the district’s policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, application forms, or other materials distributed by the district. As appropriate, such notification shall be posted in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations and shall be posted on the district’s web site and, when available, district-supported social media.

(cf. 1113 - District and School Web Sites)  
(cf. 1114 - District-Sponsored Social Media)  
(cf. 1312.3 Uniform Complaint Procedures)  
(cf. 4031 – Complaints Concerning Discrimination in Employment)  
(cf. 4112.91/4212.91/4312.91 – Employee Notifications)  
(cf. 5145.6 – Parental Notifications)

In addition, the annual parental notification shall inform parents/guardians of their children’s right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

District Compliance Officers
The Governing Board designates the following compliance officer (s) to receive formal and informal complaints from constituents, including students, and investigate them to ensure district compliance with law (Title II, V, IX, Title 5, Section 504 of the Rehabilitation Act):

Title 5 Compliance Officer  
Constituent Services Office  
Fresno Unified School District  
2309 Tulare Street  
Fresno, California 93721  
(559) 457-3736

Associate Superintendent, Human Resources  
Title IX Officer/AgeDA (Discrimination Act)  
Fresno Unified School District  
2309 Tulare Street  
Fresno, California 93721  
(559) 457-3730

Section 504 Coordinator Fresno Unified School District 4784 E. Dayton Avenue Fresno, CA 93726  
(559) 457-3308

Special Education Assistant Superintendent  
Special Education Office  
Fresno Unified School District  
1301 M Street  
Fresno, CA 93721  
(559) 457-3220

Concurrently the Board reaffirms its commitment to promote diversity training, racial harmony among its students, staff and the community; and to promote education that is anti-racist and multicultural.
The district’s nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities
District programs and facilities viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 – Animals At School)
(cf. 7110 – Facilities Master Plan)
(cf. 7111 – Evaluating Exiting Buildings)

The Superintendent or designee shall ensure that the district provides auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, note-takers, written materials, taped text, and Braille or large print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 – Parent Involvement)
(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

The individual identified in AR 1312.3 Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws is hereby designated as the district’s ADA coordinator. They shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Director of Benefits and Risk Management
2309 Tulare Street
Fresno, CA 93721
Phone (559) 457-3520
Fax (559) 457-3838

Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
48980 Parental notifications
48985 Notices to parents in language other than English
Policy Section: 0000 Philosophy, Goals, Objectives and Comprehensive Plans
Fresno Unified Board Policy (BP) 1312.3
Uniform Complaint Procedures (UCP)

The Governing Board recognizes the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to the UCP
The district's Uniform Complaint Procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing any program subject to the UCP which is offered by the district, including adult education programs, consolidated categorical aid programs, After School Education and Safety programs, migrant education, agricultural career and vocational education, American Indian education centers and early childhood education program assessments, bilingual education, California Peer Assistance and Review programs for teachers, state and federal career technical and technical education and training programs, child care and development programs, child nutrition programs; compensatory education; Economic Impact Aid, English learner programs, the federal Every Student Succeeds Act; Regional Occupational Centers and Programs, school safety plans, special education programs, California State Preschool Programs, and any other district-implemented state categorical program that is not funded through the local control funding formula pursuant to Education Code 64000.

(cf. 3553 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 6200 - Adult Education)

2. Any complaint, by a student, employee, or other person participating in a district program or activity, alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race, or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender,
gender identity, gender expression, or genetic information, or any other characteristic identified in
Education Code 200 or 220, Penal Code 422.55, or Government Code 11135 or based on the
person's association with a person or group with one or more of these actual or perceived
characteristics (5 CCR 4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4031 – Complaints Concerning Discrimination in Employment)
(cf. 5131.2 – Bullying)
(cf. 5145.3 – Nondiscrimination/Harassment)
(cf. 5145.31 – Gender and Identity Inclusion)
(cf.5145.7 – Sexual Harassment)
(cf. 5146 – Married/Pregnant/Parenting Students)

3. Any complaint alleging district noncompliance with the requirement to provide reasonable
accommodation to a lactating student on school campus to express breast milk, breastfeed an infant
child, or address other breastfeeding-related needs of the student (Education Code 222)

(cf. 5146 - Married/Pregnant/Parenting Students)

4. Any complaint alleging district noncompliance with requirements to provide a pregnant or parenting
student the accommodations specified in Education Code 46015, including those related to the
 provision of parental leave, right of return to the school of previous enrollment or to an alternative
 education program, if desired, and possible enrollment in school for a fifth year of instruction to
 enable the student to complete state and Board-imposed graduation requirements (Education Code
 46015)

(cf. 5146 – Married/Pregnant/Parenting Students)

5. Any complaint alleging district noncompliance with the prohibition against requiring students to pay
pupil fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - Fees and Charges)
(cf. 3320 - Claims and Actions Against the District)

6. Any complaint alleging district noncompliance with applicable requirements of Education Code
52060-52077 related to the implementation of the local control and accountability plan, including
the development of a local control funding formula budget overview for parents/guardians
(Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3100 – Budget)

7. Any complaint alleging noncompliance with requirements related to the development of a school plan
for student achievement or the establishment of a school site council, as required for the consolidated
application for specified federal and/or state categorical funding (Education Code 64000-64001,
65000-65001)

(cf. 0420 - School Plans/Site Councils)
8. Any complaint, by or on behalf of any student who is a foster youth as defined in Education Code 51225.2, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions; the responsibilities of the district's educational liaison to the student; the award of credit for coursework satisfactorily completed in another school, district, or country; school or records transfer; or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)  
(cf. 6173.1 - Education for Foster Youth)

9. Any complaint by or on behalf of a student who transfers into the district after the second year of high school and is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student currently enrolled in the district, a child of a military family as defined in Education Code 49701, or a migrant student as defined in Education Code 54441, or by or on behalf of an immigrant student participating in a newcomer program as defined in Education Code 51225.2 in the third or fourth year of high school, alleging district noncompliance with any requirement applicable to the student regarding the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1)  
(cf. 6173 - Education for Homeless Children)  
(cf. 6173.2 - Education of Children of Military Families)  
(cf. 6173.3 - Education for Juvenile Court School Students)

10. Any complaint, by or on behalf of a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student, a child of a military family as defined in Education Code 49701, a migrant child as defined in Education Code 54441, or a newly arrived immigrant student who is participating in a newcomer program as defined in Education Code 51225.2, alleging district noncompliance with requirements for the award of credit for coursework satisfactorily completed in another school, district, or country (Education Code 51225.1, 51225.2)  
(cf. 6173 - Education for Homeless Children)

11. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)  
(cf. 6152 - Class Assignment)

12. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)  
(cf. 6142.7 - Physical Education and Activity)

13. Any complaints regarding state preschool health and safety issues pursuant to HSC section 1596.7925 shall file with the preschool program administrator their designee.

14. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The Board acknowledges and respects every individual’s right to privacy. The district shall ensure that complainants are protected from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if their different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

Complainants have the right to pursue civil law remedies under state or federal discrimination, harassment, intimidation, or bullying laws.

The district will ensure annual dissemination of a written notice of the complaint procedures to students, employees, parents or guardians of the students, school and district advisory committees, appropriate private school officials or representatives, and other interested parties that includes information regarding allegations about discrimination, harassment, intimidation, or bullying. The UCP Annual Notice will be provided in writing to all six required groups each year and will include information on how to appeal to the California Department of Education (CDE).

A copy of this UCP complaint policies and procedures document shall be available free of charge.

The Board recognizes that a neutral mediator can often suggest a compromise that is acceptable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving their problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.
The Superintendent or designee shall maintain record of each UCP complaint and subsequent related actions, including steps taken during the investigations and all information required for compliance with 5 CCR 4631 and 4633.

(cf. 3580 - District Records)

Non-UCP Complaints
The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division and the appropriate law enforcement agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

1. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.

2. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.

3. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.

4. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, teacher vacancies and misassignments, or health and safety violations in any license-exempt California State Preschool Program shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 8235.5, 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

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Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
222 Reasonable accommodations; lactating students
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
32280-32289 School safety plan, uniform complaint procedure
33380-33384 California Indian Education Centers
35186 Williams uniform complaint procedure
44500-44508 California Peer Assistance and Review Program for Teachers
46015 Parental leave for students
48853.5 Foster youth
48985 Notices in language other than English
49010-49014 Student Fees
49060-49079 Student records
49069.5 Rights of parents
49490-49590 Child nutrition programs
49701 Interstate Compact on Educational Opportunity for Military Children
51210 Courses of study grades 1-6
51223 Physical education, elementary schools
51225.1-51225.2 Foster youth and homeless children; former juvenile court school students, and military-connected students; migrant students, and newly arrived immigrant students; course credits; graduation requirements
51226-51226.1 Career technical education
51228.1-51228.3 Course periods without educational content
52060-52077 Local control and accountability plan, especially
52075 Complaint for lack of compliance with local control and accountability plan requirements
52160-52178 Bilingual education programs
52200-52262 Career-technical education
52500-52616.24 Adult schools
54000-54029 Economic Impact Aid
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
56000-56865 Special education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process
65000-65001 School site councils
GOVERNMENT CODE
11135 Non-discrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act
HEALTH AND SAFETY CODE
1596.792 California Child Day Care Act; general provisions and definitions
1596.7925 California Child Day Care Act; health and safety regulations
104420 Tobacco-Use Prevention Education
PENAL CODE
422.55 Hate crime; definition
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 2
11023 Harassment and discrimination prevention and correction
CODE OF REGULATIONS, TITLE 5
3080 Application of section
4600-4670 Uniform complaint procedures
4680-4687 Williams uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
6301-6576 Title I Improving the Academic Achievement of the Disadvantaged
6801-7014 Title III language instruction for limited English proficient and immigrant students
 UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
12101-12121 Title II equal opportunity for individuals with disabilities

CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Notification of nondiscrimination on the basis of age

Management Resources:
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter: Title IX Coordinators, April 2015
Questions and Answers on Title IX and Sexual Violence, April 2014
Dear Colleague Letter: Bullying of Students with Disabilities, August 2013
Dear Colleague Letter: Sexual Violence, April 2011
Dear Colleague Letter: Harassment and Bullying, October 2010
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

WEB SITES
California Department of Education: http://www.cde.ca.gov

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: September 10, 1992 Fresno, California
revised: November 14, 2001
revised: March 30, 2005
revised: February 27, 2008
revised: August 22, 2012
revised: February 27, 2013
revised: May 27, 2015
admin reviewed: June 23, 2015
revised: September 9, 2015
revised: June 1, 2016
revised: November 16, 2016
revised: April 11, 2018
revised: June 13, 2018
revised: June 12, 2019
admin reviewed: July 1, 2019
revised: October 16, 2019
revised: December __, 2019

Policy Section: 1000 Community Relations
Fresno Unified Board Policy (BP) 5113.2
Work Permits

The Governing Board recognizes that part-time employment jobs can provide students with needed supplementary income as well as valuable work experience that can help them develop appropriate workplace skills and attitudes and enhanced self-esteem. Upon obtaining an offer of employment, district students who are minors shall obtain work permits from the Superintendent or designee in accordance with law, regardless of whether the employment will occur when school is in session and/or not in session. However, the Board also believes that outside employment should not interfere with students’ educational progress nor impair their health. In accordance with law, students must obtain work permits from school authorities before accepting employment.

(cf. 6178 - Career Technical Education)

In determining whether to grant or continue a work permit, the Superintendent or designee shall consider whether employment is likely to issue work permits only as allowed by law and only to the extent that outside employment does not significantly interfere with the student's schoolwork. Students granted work permits must demonstrate and maintain a 2.0 grade point average and satisfactory school attendance grades. On a case-by-case basis, the Superintendent or designee may approve a maximum work hour limit that is lower than the limit specified in law and administrative regulation. Students 16 or 17 years of age shall be granted approval to work more than 20 hours a week only when justified by unusual circumstances which shall be stated on the work permit.

(cf. 5121 - Grades/Evaluation of Student Achievement)

Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:
EDUCATION CODE
48221 Entrance into attendance area within 10 school days of end of term
48230 Exemption from full-time school attendance for students with work permits
48231 Exemption from compulsory attendance for students entering attendance area near end of term
49100-49101 Compulsory attendance
49110-49119 Permits to work
49130-49135 Permits to work full time
49140-49141 Exceptions
49160-49165 Employment of minors; duties of employers
49164 Inspection; cancellation or revocation
49180-49183 Violations
51760-51769.5 Work experience education
52300-52499.66 Career technical education

LABOR CODE
1285-1312 Employment of minors
1391-1394 Working hours for minors

CODE OF REGULATIONS, TITLE 5
WEB SITES
California Department of Education, Work Experience Education: http://www.cde.ca.gov/ci/ct/we
California Department of Education, Office of Regional Occupational Centers and Programs and Workforce Development: http://www.cde.ca.gov/ci/ct/wd
California Department of Industrial Relations: http://www.dir.ca.gov

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: June 10, 1992 Fresno, California
revised: January 11, 1996
reviewed: March 22, 2000
revised: December __, 2019

Policy Section: 5000 Students
Fresno Unified Board Policy (BP) 5116
Student Attendance Boundaries And Student Transfers

The Governing Board desires to assign students the opportunity to attend schools that meet the diverse educational needs, backgrounds and interest of students in the Fresno Unified School District (FUSD). In assigning students to schools, the Board shall utilize a variety of strategies, including drawing attendance boundaries, implementing magnet and special programs and granting transfers.

The Superintendent or designee shall review and recommend to the Board any necessary modifications to attendance boundaries in FUSD when: (1) a school is over or under capacity; (2) the district is opening or closing a new school; (3) changing the grade configuration of a school or (4) implementing a magnet program or other special program. In reviewing attendance boundaries and considering any modifications, the Superintendent or designee shall take into account a range of factors including: school capacities; current and projected enrollment; geographic features; transportation time and distance; educational programs, such as magnet schools; demographic factors, such as race/ethnicity, socio-economic status, and English Language Learners and special education status, and community input. In considering the Superintendent's recommendation, the Board shall take into consideration all of the above factors.

In order to alleviate temporary overcrowding at a school, the Superintendent or designee shall recommend to the Board that they may assign students to a school outside of their attendance area. In making such a temporary assignment, the Board shall take into account a range of factors at both the sending and receiving schools, including, school capacities; current and projected enrollment; geographic features; transportation time and distance; educational programs, such as magnet schools, and demographic factors, such as race/ethnicity, socio-economic status, and English Language Learners and special education status. For any students who are temporarily assigned, the FUSD shall provide transportation consistent with the FUSD's transportation policy (BP 3540).

The Superintendent Executive Director of Prevention and Intervention or designee may grant or deny intradistrict and interdistrict student transfers consistent with state and federal law and other FUSD policies and regulations. The FUSD may allow such transfers for the following reasons: change of legal address, childcare, employment, magnet/specialized programs, medical hardship, NCLB, open enrollment and senior privilege. With the exception of entrance criteria for magnet or specialty programs that have been approved by the Superintendent, the Executive Director of Prevention and Intervention or his the designee shall not base his or her decision on a student's academic or athletic performance. The Superintendent or designee shall develop procedures to implement intradistrict and interdistrict transfers consistent with state and federal law and FUSD policies and regulations.
Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:
EDUCATION CODE
35160  Authority of governing boards
35160.1 Broad authority of school districts
35160.5 District policies; rules and regulations
35291 Rules
35350  Transportation of students
35351  Assignment of students to particular schools
GOVERNMENT CODE
53311-53317.5 Establishment of community facilities district
CALIFORNIA CONSTITUTION
Article I, Section 31 Discrimination based on race, sex, color, ethnicity
COURT DECISIONS
Crawford v. Board of Education (1976) 17 Cal.3d 280 Jackson v. Pasadena
City School District (1963) 59 Cal.2d 876

Management Resources:
WEB SITES
California Department of Education: http://www.cde.ca.gov

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: November 10, 1999 Fresno, California
revised: March 25, 2004
revised: September 6, 2006
reviewed: November 17, 2011
revised: December __, 2019

Policy Section: 5000 Students
Fresno Unified Board Policy (BP) 5116.1
Intradistrict And Interdistrict Voluntary Enrollment

The Governing Board desires to provide enrollment options that meet the diverse needs and interests of district students and parents/guardians, while also maximizing the efficient use of district facilities. The district recognizes that parents/guardians of students who reside within the geographic boundaries of one school or district may, for a variety of reasons, desire to enroll their children in a different school or district. The Superintendent or designee shall establish procedures for the selection and transfer of students among schools from within the district as well as the transfer of students between districts, in accordance with state and federal law, Board policy and administrative regulation.

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of residence within the district. The Board shall annually review this policy.

Enrollment Priorities

No student currently residing within a school’s attendance area shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5)

The Superintendent or designee shall grant priority to any district student to attend another district school, including a charter school, outside of their attendance area as follows:

Priority for attendance outside a student’s attendance area shall be given as follows:

1. If a district school receiving Title I fund is identified for program improvement, corrective action or restructuring, all students enrolled in that school shall be provided an option to transfer to another district school not in program improvement, to ensure NCLB compliance.

2. If while on school grounds a student becomes a victim of a violent criminal offense, as defined by the State Board of Education, or attends a school designated by the California Department of Education as persistently dangerous, he/she shall be provided an option to transfer to another district school.

1. Any student enrolled in a district school designated by the California Department of Education as "persistently dangerous" (20 USC 7912; 5 CCR 11992)

2. Any student who is a victim of a violent crime while on school grounds (20 USC 7912)

3. Upon a finding that special circumstances exist that might be harmful or dangerous to the student in the current attendance area. Special circumstances include, but are not limited to, threats of bodily harm or threats to the emotional stability of the student. Any such student may transfer to a district school that is at capacity and otherwise closed to transfers. To grant priority under these circumstances, the Superintendent or designee must have received either:

   The Superintendent or designee may approve a student’s transfer to a district school that is at capacity and otherwise closed to transfers upon finding that special circumstances exist that
might be harmful or dangerous to the student in the current attendance area, including, but not limited to, threats of bodily harm or threats to the emotional stability of the student.

To grant priority under these circumstances, the Superintendent or designee must have received either:

a. A written statement from a representative of an appropriate state or local agency, including but not limited to a law enforcement official or social worker, or a properly licensed or registered professional, including, but not limited to, a psychiatrist, psychologist or marriage and family therapist

b. A court order, including a temporary restraining order and injunction

For all other applications for enrollment outside a school's attendance area except for priorities listed above and included in Board Policy 5116.2 – Magnet Schools, the Superintendent or designee shall use a random, unbiased selection process to determine who shall be admitted whenever a school receives admission requests that are in excess of the school's capacity.

The Superintendent or designee shall calculate each school's capacity in a nonarbitrary manner using student enrollment and available space. (Education Code 35160.5) Enrollment decisions shall not be based on a student's academic or athletic performance, except that existing entrance criteria for specialized schools or programs may be used, provided that the criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students and/or specialized programs with entrance criteria.

Another student transferring from outside the attendance area shall displace no student currently residing within a school's attendance area. (Education Code 35160.5)

Transfers Initiated by Parent/Guardians

The Superintendent Executive Director of Prevention/Intervention Services ("Executive Director") or designee has the authority to transfer students from one school to another within the district. The requirements, process and procedures for such transfers are outlined in the regulation adopted pursuant to this policy.

To allow for as many transfers to be granted as possible and to ensure that the district's facilities are equitably utilized, the transfer process shall be centralized. To ensure the district's facilities are equitably utilized, Accordingly, the Transfer's Office Prevention/Intervention Services shall be charged with the fair, consistent and district-wide administration of the transfer process in accordance with the regulation adopted pursuant to this policy.

NCLB choice transfers, intradistrict family-related transfers, interdistrict transfers for employment and child-care reasons are granted through the highest grade. Any other transfer, including change of legal address, may be granted for one school year only. However, it is the District's intent to maintain a student in the same school through the highest grade of that school and through the highest grade of the feeder pattern identified for that school.
NCLB choice transfers and A student's attendance in a district school pursuant to an intradistrict or interdistrict transfer is deemed a right, subject to the authority of the FUSD School Board to establish terms and conditions. The FUSD Board declares that such intradistrict or interdistrict transfers with the exception of NCLB choice transfers may be revoked in accordance with the process and procedures outlined in the regulation adopted pursuant to this policy.

The parents/guardians of school-age children who are homeless or in foster care are not required to request intradistrict or interdistrict transfers pursuant to state and federal law to remain at their current school. Homeless students and students in foster care are not subject to the requirements in the regulation adopted pursuant to this policy.

There are two types of transfers in the Fresno Unified School District (the "FUSD" or the "district") that may be initiated by parents/guardians: intradistrict and interdistrict transfers.

1. Intradistrict Transfers: Subject to certain requirements, the parents/guardians of a school-age child who are residents in the district may request a transfer to a school other than the school to which their child is assigned for one of four specified reasons: open enrollment transfers; family related transfers for established reasons including childcare, change of legal address and medical reasons; school choice transfers pursuant to the No Child Left Behind Act of 2001 ("NCLB"); and unsafe school choice options from a "persistently dangerous" school pursuant to the NCLB. The FUSD School Board District retains the authority, consistent with State and Federal law, to grant or deny such a transfer in accordance with the requirements, process and procedures outlined in the regulation adopted pursuant to this policy. In the absence of an approved transfer or assignment to a magnet school or school of choice, a student is expected to attend the school in the attendance area in which he/she resides. A student shall be deemed to currently reside in the attendance area of a school, if the student physically resided in the school attendance area, while attending school, prior to the tenth day following the first day of instruction of the current school year. However, a student who receives an Intradistrict transfer or an Interdistrict transfer may be displaced by a student who physically moves into the resident school attendance area prior to the tenth day of instruction of the current school year. It is the parent/guardian's responsibility to provide transportation for the student to and from requested school of attendance.

2. Interdistrict Transfers: Subject to certain requirements, the parents/guardians of a school-age child who are residents in the FUSD may request a transfer to another school district, and students residing within the attendance boundaries of other school districts may request a transfer to FUSD. The District may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the districts. The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed to by both districts for reapplication and/or revocation of the student's permit. The District retains the authority, consistent with state and federal law, to "release" a FUSD student to attend another school district in accordance with the requirements, process and procedures outlined in the regulation adopted pursuant to this policy. Similarly, subject to certain requirements, the parents/guardians of a school-age child who are residents of another district may request a transfer to the FUSD. The FUSD Board retains the authority, consistent with state and federal law, to grant or deny a request for an interdistrict transfer to the FUSD in accordance with the
requirements, process and procedures in the regulation adopted pursuant to this policy. In the absence of an approved interdistrict transfer, students are expected to attend the school in the school district in which they reside.

Revocation

If the Executive Director Superintendent or designee determines that a student has violated a condition of the intradistrict or interdistrict transfer, a revocation shall be considered only during timeframes outlined in the administrative regulation pursuant to this policy, to place the student back to the district or school of residence. This action shall be taken only upon review of all interventions to promote student success. The decision to revoke the interdistrict transfer and the specific reasons thereof shall be communicated in writing to the parent/guardian.

Monitoring and Evaluation

Annually, the Superintendent shall submit a report to the Board regarding the implementation of all transfers, including open enrollment and magnet school placements. This report shall include an analysis of the communication plan to inform the community of all timelines and program options as they relate to any transfer process.

Transportation for Students with Transfers

Except as required by 20 USC 6316, for transfers out of Title I program improvement schools, the district shall not be obligated to provide transportation for students who attend school outside their attendance area. However, upon request, the Superintendent or designee may authorize transportation contingent upon available space and funds. Priority for any such transportation shall be based on demonstrated financial need.

(cf. 3250 - Transportation Fees)
(cf. 3540 - Transportation)

Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:
EDUCATION CODE
200 Prohibition against discrimination
35160.5 District policies; rules and regulations
35291 Rules
35351 Assignment of students to particular schools
46600-46611 Interdistrict attendance agreements
48200 Compulsory attendance
48204 Residency requirements for school attendance
48300-48316 Student attendance alternatives, school district of choice program
48350-48361 Open Enrollment Act
48980 Notice at beginning of term
UNITED STATES CODE, TITLE 20
6311 State plans
6316 Transfers from program improvement schools
7912 Transfers from persistently dangerous schools
CODE OF REGULATIONS, TITLE 5
11992-11994 Definition of persistently dangerous schools

CODE OF FEDERAL REGULATIONS, TITLE 34
200.36 Dissemination of information
200.37 Notice of program improvement status, option to transfer
200.39 Program improvement, transfer option
200.42 Corrective action, transfer option
200.42 Restructuring, transfer option
200.44 Public school choice, program improvement schools
200.48 Transportation funding for public school choice

COURT DECISIONS
ATTORNEY GENERAL OPINIONS

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Public School Choice FAQs
Every Student Succeeds Act - Update #8, July 14, 2017
U.S. DEPARTMENT OF EDUCATION GUIDANCE
Unsafe School Choice Option, May 2004
Public School Choice, December 4, 2002
Unsafe School Choice Option, July 23, 2002

WEB SITES
CSBA: http://www.csba.org
CDE: http://www.cde.ca.gov

FRESNO UNIFIED SCHOOL DISTRICT
adopted: June 23, 1994 Fresno, California
revised: June 26, 1997
revised: March 10, 2006
revised: September 6, 2006
revised: December ___, 2019

Policy Section: 0000 Philosophy, Goals, Objectives and Comprehensive Plans
Fresno Unified Board Policy (BP) 5131.2
Anti-Bullying

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No individual or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

(cf. 5131 – Conduct)
(cf. 5136 – Gangs)
(cf. 5145.3 – Nondiscrimination/Harassment)
(cf. 5145.7 – Sexual Harassment)
(cf. 5145.9 – Hate-Motivated Behavior)

Cyberbullying includes the creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images as defined in Education Code 48900 (Internet, social media, or other technologies using a telephone, computer, or any wireless communication device). Cyberbullying also includes breaking into another person’s electronic account and assuming that person’s identity in order to damage that person’s reputation.

(cf. 5145.2 – Freedom of Speech/Expression)
(cf. 6163.4 - Student Use of Technology)

Strategies for addressing bullying in district schools shall be developed with involvement of key stakeholders including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable district and school plans.

(cf. 0420 – School Plans/Site Councils)
(cf. 0450 – Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)
(cf.1220 – Citizen Advisory Committees)
(cf. 1400 – Relations between Other Governmental Agencies and the Schools)
(cf. 6020 – Parent Involvement)

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

(cf. 1020 - Youth Services)

Bullying Prevention
To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and
school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

(cf. 5137 – Positive School Climate)

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6163.4 – Student Use of Technology)
(cf. 6142.8 – Comprehensive Health Education)
(cf. 6142.94 – History-Social Science Instruction)

Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, medical information, color, marital status, religious beliefs and customs, or any other individual bias or prejudice.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

(cf. 4131 – Staff Development)
(cf. 4231 – Staff Development)
(cf. 4331 – Staff Development)

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, cafeterias.

Intervention
Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)
When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal’s designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)

Filing of Complaints and Investigation

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee. Complaints of bullying shall be investigated and resolved in accordance with site-level grievance procedures specified in AR 5145.7 – Sexual Harassment. (cf. 1312.3 – Uniform Complaint Procedure)

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student’s educational performance.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

When circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

If the student is using a social networking site or service to bully or harass another student, the Superintendent or designee also may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

Discipline

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5138 – Conflict Resolution/Peer Mediation)
Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
32282 Comprehensive safety plan
32283.5 Bullying; online training
35181 Governing board policy on responsibility of students
35291-35291.5 Rules
48900-48925 Suspension or expulsion
48985 Translation of Notices
52060-52077 Local control and accountability plan
PENAL CODE
422.55 Definition of hate crime
647 Use of camera or other instrument to invade person’s privacy; misdemeanor
647.7 Use of camera or other instrument to invade person’s privacy; punishment
653.2 Electronic communication devices, threats to safety
CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures
UNITED STATES CODE TITLE 47
254 Universal service discounts (e-rate)
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
110.25 Notification of nondiscrimination on the basis of age
COURT DECISIONS

Management Resources:
CSBA PUBLICATIONS
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010
Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Fresno Unified Board Policy (BP) 5141.52
Suicide Prevention

The Governing Board recognizes that suicide is a leading cause of death among youth in grades 7 to 12, inclusive, and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may shall consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, suicide prevention experts, local health agencies, mental health professionals, and community organizations.

Such measures and strategies shall include, but are not limited to:
1. Staff development and training on suicide awareness and prevention for teachers, school counselors, school psychologists, school social workers, site administrators, and other district employees who interact with students in the secondary grades pupils in grades 7 to 12, inclusive. Training shall include how to identify appropriate mental health services, both at the school site and within the larger community, and when and how to refer youth and their families to those services. Training may also include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 216)

2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

This page is a draft and is subject to change.
4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the suicide problem among youth, the district’s suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis.

5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student’s suicidal intentions.

6. Crisis intervention procedures for addressing suicide threats or attempts.

7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student’s suicide.

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

School employees acts only within the authorization and scope of their credential or license. Nothing in this section shall be construed as authorizing or encouraging a school employee to diagnose or treat mental illness unless the employee is specifically licensed and employed to do so. (Education Code 215.5)

Pupil identification cards shall have printed on either side of the pupil identification cards the telephone number for the National Suicide Prevention Lifeline, 1-800-273-8255. The LEA may also include the Crisis Text Line, which can be accessed by texting HOME to 741741 and/or a local suicide prevention hotline telephone number, in addition to the National Suicide Prevention Lifeline. (Education Code 215.5)

The Board shall review, and update as necessary, this policy at least every five years. (Education Code 215)

Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:
EDUCATION CODE
215 Student suicide prevention policies
215.5 Suicide prevention hotline contact information on student identification cards
216 Suicide prevention online training programs
32280-32289 Comprehensive safety plan
49060-49079 Student records
49602 Confidentiality of student information
49604 Suicide prevention training for school counselors
GOVERNMENT CODE
810-996.6 Government Claims Act

PENAL CODE
11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE
5698 Emotionally disturbed youth; legislative intent
5850-5883 Children’s Mental Health Services Act

COURT DECISIONS
Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008
Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS
Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS
Preventing Suicide: A Toolkit for High Schools, 2012

WEB SITES
American Association of Suicidology: http://www.suicidology.org
American Foundation for Suicide Prevention: http://afsp.org
American Psychological Association: http://www.apa.org
American School Counselor Association: http://www.schoolcounselor.org
California Department of Education, Mental Health: http://www.cde.ca.gov/ls/cg/mh
California Department of Health Care Services, Suicide Prevention Program: http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx
Centers for Disease Control and Prevention, Mental Health: http://www.cdc.gov/mentalhealth
National Association of School Psychologists: http://www.nasponline.org
National Institute for Mental Health: http://www.nimh.nih.gov
Trevor Project: http://thetrevorproject.org
U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: http://www.samhsa.gov

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: May 31, 2017 Fresno, California
revised: March 6, 2019
revised: December __, 2019

Policy Section: 5000 Students
Fresno Unified Board Policy (BP) 5145.13
Response to Immigration Enforcement

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law. (Education Code 234.7)

(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of his/her their actual or perceived immigration status or their religious beliefs and customs. (Education Code 200, 220, 234.1, 234.7[d][2])

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

This information shall include information relating to “know your rights” immigration enforcement established by the Attorney General and may be provided in the annual notification to parents and guardians pursuant to EC Section 48980 or any other cost-effective means determined by the LEA. (EC Section 234.7[d][1])

(cf. 5145.6 - Parental Notifications)

If an employee of a school is aware that a pupil’s parent or guardian is not available to care for the pupil, the school shall first exhaust any parental instruction relating to the pupil’s care in the emergency contact information it has for the pupil to arrange for the pupil’s care. A school is encouraged to work with parents or guardians to update the emergency contact information and not to contact Child Protective Services to arrange for the pupil’s care unless the school is unable to arrange for care through the use of emergency contact information or other information or instructions provided by the parent or guardian. (EC Section 234.7[c])

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to district records, school sites, or students for the purpose of immigration enforcement.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:
EDUCATION CODE
200 Educational equity
220 Prohibition of discrimination
234.1 Safe Place to Learn Act
234.7 Student protections relating to immigration and citizenship status
48204.4 Evidence of residency for school enrollment
48980 Parental notifications
48985 Notices to parents in language other than English
GOVERNMENT CODE
8310.3 California Religious Freedom Act
PENAL CODE
422.55 Definition of hate crime
627.1-627.6 Access to school premises, outsiders
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
COURT DECISIONS

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: June 13, 2018 Fresno, California
revised: December __, 2019

Policy Section: 0000 Philosophy, Goals, Objectives and Comprehensive Plans
Fresno Unified Board Policy (BP) 5145.3
Nondiscrimination/Harassment

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying targeted at any student by anyone, based on the student's actual or perceived sex, sexual orientation, gender, gender identity, or gender expression, genetic information, race, ancestry, national origin, immigration status, ethnicity, ethnic group identification, age, religion, color, marital status, pregnancy or parental status, medical information, physical or mental disability, age or the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school. (Education Code 234.1)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6164.6 - Identification and Education under Section 504)

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct that is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Governing Board shall ensure equal opportunities for all students in admission and access to the educational program, guidance and counseling programs, athletic programs, testing procedures, and other activities. School staff and volunteers shall carefully guard against segregation, bias and stereotyping in instruction, guidance and supervision. The district may provide male and female students with separate shower rooms and sexual health and HIV/AIDS prevention classes in order to protect student modesty.

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
The Board also prohibits any form of retaliation against any student who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination, harassment, intimidation, or bullying. Staff shall be alert and immediately responsive to student conduct which may interfere with another student's ability to participate in or benefit from school services, activities or privileges. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, bullying, or retaliation in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include counseling, suspension and/or expulsion for behavior that is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, bullying, or retaliation may be subject to disciplinary action, up to and including dismissal.

Grievance Procedures
The Board hereby designates the following positions as Coordinator(s) for Nondiscrimination to handle complaints regarding discrimination, harassment, intimidation, or bullying, and to answer inquiries regarding the district’s nondiscrimination policies:

Executive Director
Constituent Services Office
Fresno Unified School District
2309 Tulare Street
Fresno, California 93721
(559) 457-3736
Teresa.Plascencia@fresnounified.org

Chief of Human Resources
Title IX Officer/AgeDA (Discrimination Act)
Fresno Unified School District
2309 Tulare Street
Fresno, California 93721
(559) 457-3528
Paul.Idsvoog@fresnounified.org

Special Education Manager/
Section 504 Coordinator
Fresno Unified School District
4784 E. Dayton Avenue
Fresno, CA 93726
(559) 457-3220
Jeanne.Butler@fresnounified.org

Special Education Assistant Superintendent
Special Education Office
Fresno Unified School District
1301 M Street
Fresno, CA 93721
(559) 457-3220
Brian.Beck@fresnounified.org

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)

Any student who feels that they have been subjected to discrimination, harassment, intimidation, or bullying should immediately contact the Coordinator for Nondiscrimination, the principal or any other staff member. Any student who observes an incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints brought to the attention of staff, alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

In addition, the employee shall immediately intervene when safe to do so. (Education Code 234.1)

Any complaints of discrimination or any behavior prohibited by this policy, shall be addressed in accordance with the Administrative Regulation 5145.7 Sexual Harassment.

If dissatisfied with the district’s decision, the complainant may submit their appeal in writing to the Office of Constituent Services within 15 calendar days of receiving the district’s decision. The written concerns shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The district shall investigate in accordance with AR 1312.3 - Uniform Complaint Procedures.

Employees who observes an incident of discrimination, harassment, intimidation, or bullying or to whom such an incident is reported shall immediately report the incident to any of the designated Coordinators for Nondiscrimination, or principal, whether or not the victim files a
complaint. Upon receiving a complaint of discrimination or harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the district’s uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures. Where the Coordinator finds that harassment has occurred, they shall take prompt, appropriate action to end the harassment and address its effects on the victim.

The Superintendent or designee shall ensure that the student handbook clearly describes the district’s nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The district’s policy shall also be posted on the district web site or any other location that is easily accessible to students.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 6163.4 - Student Use of Technology)

When required pursuant to Education Code 48985, complaint forms shall be translated into the student’s primary language.

**Record-Keeping**
The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools. The record shall be maintained for one review cycle.

(cf. 3580 - District Records)

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Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex, especially:
48900.3 Suspension or expulsion for act of hate violence
48900.4 Suspension or expulsion for threats or harassment
48904 Liability of parent/guardian for willful student misconduct
48907 Student exercise of free expression
48950 Freedom of speech
48985 Translation of notices
49020-49023 Athletic programs
51500 Prohibited instruction or activity
51501 Prohibited means of instruction
60044 Prohibited instructional materials
CIVIL CODE
1714.1 Liability of parents/guardians for willful misconduct of minor
PENAL CODE
422.55 Definition of hate crime
422.6 Crimes, harassment
CODE OF REGULATIONS, TITLE 5
432 Student record
4600-4687 Uniform Complaint Procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1681-1688 Title IX of the Education Amendments of 1972
12101-12213 Title II equal opportunity for individuals with disabilities
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.31 Disclosure of personally identifiable information
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex

COURT DECISIONS

Management Resources:
U.S. DEPARTMENT OF EDUCATION, OFFICE OF CIVIL RIGHTS PUBLICATIONS Dear Colleague Letter:
Transgender Students, May 2016
Dear Colleague Letter: Title IX Coordinators, April 2015
Dear Colleague Letter: Harassment and Bullying, October 2010
Notice of Non-Discrimination, January, 1999

WEB SITES
California Department of Education: http://www.cde.ca.gov

Policy FRESNO UNIFIED SCHOOL DISTRICT
Adopted: August 26, 1993 Fresno, California
Revised: March 22, 2000
Revised: June 29, 2005
Revised: June 19, 2013
Revised: May 14, 2014
Revised: June 17, 2015
Revised: November 16, 2016
Revised: December ___, 2019

Policy Section: 5000 Students
Fresno Unified Board Policy (BP) 5145.9
Hate-Motivated Behavior

The Governing Board is committed to providing a safe learning environment that protects students. The Board prohibits, at any district school or school activity, programs, practices, or school attendance within a school under the jurisdiction of the Superintendent, unlawful from discrimination, harassment, intimidation, bullying, and other behavior motivated by a person's hostility towards another person's real actual or perceived race, color, ancestry, ethnicity, national origin, immigration status, sex, gender, sexual orientation, gender, gender identity, or gender expression, religious belief, age, physical or mental disability, marital status, or parental status, medical information, or the perception of one or more of such any other physical or cultural characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents if they occur.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote safe environments for youth. Such collaborative efforts shall focus on ensuring an efficient use of district and community resources, developing effective prevention strategies and response plans, providing assistance to students affected by hate-motivated behavior, and/or educating students who have perpetrated hate-motivated acts.

The district shall provide students with age-appropriate instruction that includes the development of social-emotional learning, promotes their understanding of and respect for human rights, diversity, and acceptance in a multicultural society, and provides strategies to manage conflicts constructively.

Complaint Process
A student or parent/guardian who feels the student is a victim of hate-motivated behavior shall immediately contact the principal or designee, a teacher or other staff member.
Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district’s uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures. If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Any staff who is notified that hate-motivated behavior has occurred, or personally observes such behavior, or otherwise becomes aware of an incident shall notify the principal, or the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, they shall also contact law enforcement.

(cf. 3515.3 - District Police Department)
(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

(cf. 6164.2 - Guidance/Counseling Services)

The Superintendent or designee shall ensure that the rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident are provided to students and parents/guardians.

The Superintendent or designee shall ensure that staff receive appropriate training to recognize hate-motivated behavior and methods for handling such behavior in appropriate ways.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The district shall provide age-appropriate instruction to help promote understanding of and respect for human rights.

The Superintendent or designee shall ensure that the rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident are provided to students and parents/guardians.

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Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
32282 School safety plans
48900.3 Suspension for hate violence
48900.4 Suspension or expulsion for threats or harassment

PENAL CODE
422.55 Definition of hate crime
422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
110.25 Prohibition of discrimination based on age

Management Resources:
WEB SITES
CDE: http://www.cde.ca.gov
California Association of Human Relations Organizations: http://www.cahro.org

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: September 22, 1999 Fresno, California
revised: June 13, 2018
revised: December __, 2019

Policy Section: 5000 Students
Fresno Unified Board Policy (BP) 6142.7
Physical Education And Activity

The Governing Board recognizes the positive benefits of physical activity on student health and academic achievement. The district shall provide all students the opportunity to be physically active on a regular basis through high-quality physical education instruction and may provide additional opportunities for physical activity throughout the school day. The district's physical education and activity programs shall support the district's coordinated student wellness program and encourage students' lifelong fitness.

(cf. 5030 - Student Wellness)
(cf. 6142.8 - Comprehensive Health Education)

The district's physical education program shall provide a developmentally appropriate sequence of instruction aligned with the state's model content standards and curriculum framework. The Superintendent or designee shall ensure that the district's program provides students with equal opportunities for instruction and participation regardless of gender in accordance with law.

The overall course of study for grades 9-12 shall include the effects of physical activity upon dynamic health, the mechanics of body movement, aquatics, gymnastics and tumbling, individual and dual sports, rhythms and dance, team sports, and combatives. (Education Code 33352; 5 CCR 10060)

(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)
(cf. 0410 - Nondiscrimination in District Programs and Activities)

The Board shall approve the courses in grades 9-12 for which physical education credit may be granted.

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

The district's physical education program shall engage students in moderate to vigorous physical activity, as defined in the accompanying administrative regulation, for at least 50 percent of class or session time. The Superintendent or designee shall develop strategies to monitor the amount of moderate to vigorous physical activity that takes place in the physical education instructional program.

Students with disabilities shall be provided instruction in physical education in accordance with their individualized education program or Section 504 accommodation plan.

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

During air pollution episodes, extreme weather, or other inclement conditions, physical education staff shall make appropriate adjustments to the program or shall seek alternative
indoor space to enable students to participate in active physical education.

(cf. 3514 - Environmental Safety)
(cf. 5141.7 - Sun Safety)

The Superintendent or designed shall develop strategies to supplement physical education instruction with additional opportunities for students to be physically active before, during, and after the school day.

(cf. 1330.1 - Joint Use Agreements)
(cf. 5142.2 - Safe Routes to School Program)
(cf. 5148 - Child Care and Development Program)
(cf. 5148.2 - Before/After School Programs)
(cf. 6145 - Extracurricular and Co-curricular Activities)

Staffing
Physical education instruction shall be delivered by appropriately credentialed teachers who may be assisted by instructional aides, paraprofessionals, and/or volunteers.

(cf. 1240 - Volunteer Assistance)
(cf. 4112.2 - Certification)
(cf. 4112.21 - Interns)
(cf. 4113 - Assignment)
(cf. 4222 - Teacher Aides/Paraprofessionals)

The district shall provide physical education teachers with continuing professional development, including classroom management and instructional strategies designed to keep students engaged and active and to enhance the quality of physical education instruction and assessment.

(cf. 4131 - Staff Development)
(cf. 5121 - Grades/Evaluation of Student Achievement)

Physical Fitness Testing
The Superintendent or designee shall annually administer the physical fitness test designated by the State Board of Education to students in grades 5, 7, and 9. (Education Code 60800; 5 CCR 1041)

Temporary Exemptions
The Superintendent or designee may grant a temporary or permanent exemption from physical education under either of the following conditions: (Education Code 51241)

1. The student is ill or injured and a modified program to meet his/her needs cannot be provided.
2. The student is enrolled for one-half time or less.

With the student's consent, the Superintendent or designee may exempt a student from physical education courses for any two years during grades 10-12 provided that the student has satisfactorily met at least five of the six standards of the state's physical fitness test in grade 9. (Education Code 51241)
Upon request by students and/or their parents/guardians, the Superintendent or designee may administer the physical fitness test to students in grades 10-12 who need to pass the test in order to qualify for a two-year exemption from physical education courses. [Education Code 51241]

Students in grades 10-12 who have been granted a two-year exemption shall be offered a variety of elective physical education courses of not less than 400 minutes each 10 school days. (Education Code 51222)

Such students shall not be permitted to attend fewer total hours of courses and classes than they would have attended if enrolled in a physical education course. (Education Code 51241)

(cf. 6112 - School Day)

Permanent Exemptions
The Superintendent or designee may grant a permanent exemption from physical education to an individual student under any of the following conditions: (Education Code 51241)

1. The student is age 16 years or older and has been enrolled in grade 10 for one or more academic years. However, such a student shall not be permitted to attend fewer total hours of courses and classes than they would have attended if enrolled in a physical education course.
2. The student is enrolled as a postgraduate student.
3. The student is enrolled in a juvenile home, ranch, camp, or forestry camp school with scheduled recreation and exercise.

(cf. 6145.2 - Athletic Competition)

Other Exemptions
The Superintendent or designee may grant a student an exemption from physical education under the following special circumstances:

1. When the student is in any of grades 10-12 and is excused for up to 24 clock hours in order to participate in automobile driver training. However, any such student shall attend a minimum of 7,000 minutes of physical education instruction during the school year. (Education Code 51222)
2. When the student is in any of grades 10-12, attends a regional occupational center or program, and, because of the travel time involved, would experience hardship to attend physical education courses. Any such student shall have a minimum school day of 180 minutes. (Education Code 52316)

(cf. 6178.2 - Regional Occupational Center/Program)

The Superintendent or designee shall develop strategies to supplement physical education instruction with additional opportunities for students to be physically active before, during, and after the school day.

(cf. 1330.1 - Joint Use Agreements)
(cf. 5142.2 - Safe Routes to School Program)
(cf. 5148 - Child Care and Development Program)
(cf. 5148.2 - Before/After School Programs)
Program Evaluation

The Superintendent or designee shall annually report to the Board each school’s FITNESSGRAM results for each applicable grade level. They shall also report to the Board regarding the number of instructional minutes offered in physical education for each grade level, the number of two-year and permanent exemptions granted pursuant to Education Code 51241, and any other data agreed upon by the Board and the Superintendent or designee to evaluate program quality and the effectiveness of the district’s program in meeting goals for physical activity.

Legal Reference:
EDUCATION CODE
33126 School accountability report card
33350-33354 CDE responsibilities re: physical education
35256 School accountability report card
44250-44277 Credential types
49066 Grades; physical education class
51210 Course of study, grades 1-6
51220 Course of study, grades 7-12
51222 Physical education
51223 Physical education, elementary schools
51241 Temporary, two-year or permanent exemption from physical education
51242 Exemption from physical education for athletic program participants
52316 Excuse from attending physical education classes
60800 Physical performance test
CODE OF REGULATIONS, TITLE 5
1040-1048 Physical performance test
3051.5 Adapted physical education for individuals with exceptional needs
4600-4687 Uniform complaint procedures
10060 Criteria for high school physical education programs
80020 Additional assignment authorizations for specific credentials
80037 Designated subjects teaching credential; special teaching authorization in physical education
80046.1 Added authorization to teach adapted physical education
UNITED STATES CODE, TITLE 29
794 Rehabilitation Act of 1973, Section 504
UNITED STATES CODE, TITLE 42
1758b Local wellness policy
ATTORNEY GENERAL OPINIONS

COURT DECISIONS
Cal200 et al. v. San Francisco Unified School District et al. (2013), San Francisco Superior Court, Case No. CGC-13-534975
Cal200 et al. v. Oakland Unified School District et al. (San Francisco Superior Court, Case No. CPF-14-513959
WEB SITES
California Healthy Kids Resource Center: http://www.californiahealthykids.org
California Project LEAN (Leaders Encouraging Activity and Nutrition): http://www.californiaprojectlean.org
Centers for Disease Control and Prevention: http://www.cdc.gov
Commission on Teacher Credentialing: http://www.ctc.ca.gov
President’s Council on Physical Fitness and Sports: http://www.fitness.gov

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: May 27, 2015 Fresno, California
admin reviewed: July 15, 2015
revised: November 4, 2015
revised: December ___, 2019

Policy Section: 6000 Instruction
Fresno Unified Board Policy (BP) 6145
Extracurricular And Cocurricular Activities

The Governing Board recognizes that extracurricular and cocurricular activities enrich the educational and social development of students and enhance students' feelings of connectedness with the schools and experiences of students. The district shall encourage and support student participation in extracurricular and cocurricular activities without compromising the integrity and purpose of the educational program.

(cf. 1330 - Use of School Facilities)
(cf. 5137 - Positive School Climate)
(cf. 6145.2 - Athletic Competition)
(cf. 5148.2 - Before/After School Programs)

No extracurricular or cocurricular program or activity shall be provided or conducted separately on the basis of any actual or perceived characteristic listed as a prohibited category of discrimination in state or federal law, nor shall any student's participation in an extracurricular or cocurricular activity be required or refused on those bases. Prerequisites for student participation in extracurricular and cocurricular activities shall be limited to those that have been demonstrated to be essential to the success of the activity. (5 CCR 4925)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 6145.5 - Student Organizations and Equal Access)

Any complaint alleging unlawful discrimination in the district's extracurricular or cocurricular programs or activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Unless specifically authorized by law, no fee shall be charged to students for participation in extracurricular and cocurricular activities related to the educational program, including materials or equipment related to the activity.

(cf. 3260 - Fees and Charges)
(cf. 3452 - Student Activity Funds)

Extracurricular and cocurricular activities are an integral part of school life and often require as much careful planning and supervision as the academic subjects. However, care must be taken that these activities do not take precedence in importance over the subject matter areas, but remain in the position of supplementing the actual courses of study.

Eligibility Requirements
All students elected to student offices or who represent their schools in extracurricular and cocurricular activities shall maintain satisfactory citizenship records, and shall conform to the district's credit and grade requirements. Any student who does not maintain a satisfactory citizenship and academic record shall not be allowed to represent his/her their fellow students,
nor the school, for a period of time recommended by these regulations, but in no case, except when approved by the Governing Board, shall the time exceed 12 calendar months.

To be eligible to participate in extracurricular and cocurricular activities, students in grades 7-12 must demonstrate satisfactory educational progress in the previous grading period, including, but not limited to: (Education Code 35160.5)

1. Maintenance of a minimum of 2.0 grade point average on a 4.0 scale in all enrolled classes
2. Maintenance of minimum progress toward meeting high school graduation requirements

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6162.52 - High School Exit Examination)

The Superintendent or designee may grant ineligible students a probationary period not to exceed one semester. Students granted probationary eligibility must meet the required standards by the end of the probationary period in order to remain eligible for participation. (Education Code 35160.5)

Any decision regarding the eligibility of any child in a homeless student, foster care youth, or a child of an active duty military family for extracurricular or cocurricular activities shall be made by the Superintendent or designee in accordance with Education Code 48850 and 49701.

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)

The Superintendent or designee may revoke a student's eligibility for participation in extracurricular and cocurricular activities when the student's poor citizenship is serious enough to warrant loss of this privilege.

Elementary, Intermediate and High School Interscholastic Athletics
The Board recognizes the California Interscholastic Federation (CIF) as the regulatory body for interscholastic athletics for grades nine through twelve. Interscholastic athletics for grades nine through twelve shall be conducted in accordance with this policy the accompanying Administrative Regulations and shall comply with CIF rules except when this Board Policy and accompanying Administrative Regulation establishes a higher standard than the CIF rules.

Although CIF is not the regulatory body for interscholastic athletics for grades seven and eight, the Board adopts CIF rules pertaining to residential and transfer eligibility to interscholastic athletics for grades seven and eight. However, any residential and/or transfer eligibility determinations with regard to seventh and eighth grades will be made by the District, and the District's determinations are final and not subject to appeal to CIF or any other administrative agencies. The District shall apply CIF rules as appropriate with respect to seventh and eighth grade interscholastic athletics in the District.
Administrative Regulations shall align with residential and transfer eligibility requirements for interscholastic athletics for seventh through twelfth grades as well as certain academic and other qualifications and requirements for participation in interscholastic athletics for all District students.

**Student Conduct at Extracurricular/Cocurricular Events**
When attending or participating in extracurricular and cocurricular activities on or off campus, district students are subject to district policies and regulations relating to student conduct, and shall be under the general supervision of the school authorities.

Students who violate district policies and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, or denial of participation in extracurricular or cocurricular activities in accordance with Board policy and administrative regulation. When appropriate, the Superintendent or designee shall notify local law enforcement.

(cf. 5131 - Conduct)
(cf. 5131.1 - Bus Conduct)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

**Annual Policy Review**
The Board shall annually review this policy and implementing regulations. (**Education Code 35160.5**)

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Legal Reference:
EDUCATION CODE
35145 Public meetings
35160.5 District policy rules and regulations; requirements; matters subject to regulation
35179 Interscholastic athletics; associations or consortia
35181 Students' responsibilities
48850 Participation of homeless students and foster youth in extracurricular activities and interscholastic sports
48930-48938 Student organizations
49010-49013 Student fees
35181 Students' responsibilities
48850 Participation of foster youth in extracurricular activities and interscholastic sports
49024 Activity Supervisor Clearance Certificate
49700-49703 Education of children of military families
CALIFORNIA CONSTITUTION
Article 9, Section 5 Common school system
CODE OF REGULATIONS, TITLE 5
350 Fees not permitted
4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance
5531 Supervision of extracurricular activities of pupils
UNITED STATES CODE, TITLE 42
2000h-2-2000h-6 Title IX, 1972 Education Act Amendments
COURT DECISIONS

WEB SITES
CSBA: http://www.csba.org
California Association of Directors of Activities: http://www.cada1.org
California Department of Education: http://www.cde.ca.gov
California Interscholastic Federation: http://www.cifstate.org
Commission on Teacher Credentialing: http://www.ctc.ca.gov

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: March 26, 1992 Fresno, California
reviewed: February 2003
revised: May 14, 2014
revised: December __, 2019

Policy Section: 6000 Instruction
Fresno Unified Board Policy (BP) 6145.2
Athletic Competition

The Governing Board considers recognizes that the district's athletic program constitutes an integral component of the district educational program and helps to build a positive school climate. The athletic program also promotes the physical, social, and emotional well-being and character development of participating students. The district's athletic program shall be designed to meet students' interests and abilities and shall be varied in scope to attract wide participation.

(cf. 3541.1 - Transportation for School-Related Trips)
(cf. 5030 - Student Wellness)
(cf. 5137 - Positive School Climate)
(cf. 6142.7 - Physical Education and Activity)
(cf. 7110 - Facilities Master Plan)

All athletic teams shall be supervised by qualified coaches to ensure that student athletes receive appropriate instruction and guidance related to safety, health, sports skills, and sportsmanship. Athletic events shall be officiated by qualified personnel.

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

The Board encourages business and community support for district athletic programs, subject to applicable district policies and regulations governing advertisements and donations.

(cf. 1260 - Educational Foundation)
(cf. 1321 - Solicitation of Funds from and by Students)
(cf. 1325 - Advertising and Promotion)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 3290 - Gifts, Grants and Bequests)

Nondiscrimination and Equivalent Opportunities in the Athletic Program
The Board shall not approve membership of the district, or any school in the district, in any voluntary interscholastic athletic organization which discriminates against or denies the benefits of any program to any person on the basis of race, sex, or ethnic origin.

The district's athletic program shall be free from discrimination and discriminatory practices prohibited by state and federal law, including, but not limited to, the use of any racially derogatory or discriminatory school or athletic team name, mascot, or nickname. The Superintendent or designee shall ensure that equivalent athletic opportunities are provided for all students, males and females, and that students are permitted to participate in athletic activities consistent with their gender identity.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

Any complaint regarding the district's athletic program shall be filed in accordance with the district's uniform complaint procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Student Eligibility
The Board shall maintain general control over all aspects of the interscholastic athletic policies, programs and activities in the district, including eligibility, season of sport, number of sports, personnel, and sports facilities. The Superintendent or designee shall be responsible to the Board for district compliance with federal and state law. Eligibility requirements for student participation in the district's interscholastic athletic program, including requirements pertaining to academic achievement and residency, shall be the same as those set by the district for participation in extracurricular and cocurricular activities.

(cf. 3530 - Risk Management/Insurance)
(cf. 5111.1 - District Residency)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6162.52 - High School Exit Examination)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)

In addition, the Superintendent or designee shall ensure that students participating in interscholastic athletics governed by CIF satisfy CIF eligibility requirements.

Students shall not be charged a fee to participate in an athletic program, including, but not limited to, a fee to cover the cost of uniforms, locks, lockers, or athletic equipment.

(cf. 3260 - Fees and Charges)
(cf. 5143 - Insurance)

Participation in the district interscholastic athletic program shall be made available to those students who meet the eligibility requirements and demonstrate successful progress towards meeting graduation requirements.

(cf. 6145 - Extracurricular and Cocurricular Activities)

Sportsmanship
The Board values the quality and integrity of the athletic program and the character development of student athletes. Student athletes, coaches, parents/guardians, spectators, and others are expected to demonstrate good sportsmanship, ethical conduct, and fair play during all athletic competitions. They shall also abide by the core principles of trustworthiness, respect, responsibility, fairness, caring, and good citizenship and the Codes of Conduct adopted by CIF.

Students and staff may be subject to disciplinary action for improper conduct.

(cf. 1265 – Civility Policy)
(cf. 3515.2 - Disruptions)
(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5131 - Conduct)
(cf. 5131.1 - Bus Conduct)
(cf. 5131.4 - Student Disturbances)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Disabilities))

Health and Safety
The Board desires to give student health and safety the highest consideration in planning a program of interscholastic competition and conducting athletic activities.

Students shall have a medical clearance before participating in interscholastic athletic programs. Special care shall be taken to ensure that all athletic training and competition is organized and supervised and conducted in a manner that will not overtax the physical capabilities of the participants. When appropriate, protective equipment shall be used to prevent or minimize injuries.

(cf. 5131.61 - Drug Testing)
(cf. 5131.63 - Steroids)
(cf. 5141.3 - Health Examinations)
(cf. 5141.6 - School Health Services)
(cf. 5141.7 - Sun Safety)
(cf. 5143 - Insurance)

Coaches and appropriate district employees shall take every possible precaution to ensure that athletic equipment is kept in safe and serviceable condition. The Superintendent or designee shall ensure that all athletic equipment is cleaned and inspected for safety before the beginning of each school year.

(cf. 5142 - Safety)

The Superintendent or designee shall develop a written emergency action plan that describes the location of automated external defibrillator(s) and procedures to be followed in the event of sudden cardiac arrest or other medical emergency related to the athletic program's activities or events. The plan shall be posted in accordance with guidelines of the National Federation of State High School Associations. (Education Code 35179.4)

In the event that an injury occurs of a serious injury or a perceived imminent risk to a student's health during or immediately after an athletic activity, the coach or other appropriate district employee who is present shall remove the student athlete from the activity, observe universal precautions and shall remove the student athlete from the activity in handling blood or other bodily fluid, and/or seek medical treatment for the student as appropriate.

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)
(cf. 5141 - Health Care and Emergencies)
(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
(cf. 5141.22 - Infectious Diseases)

California Interscholastic Federation

Any district school that participates The Board maintains membership in the California Interscholastic Federation (CIF) and requires that all interscholastic athletic activities shall conduct its athletic activities involving the district be conducted in accordance with Board policy, administrative regulations, and in accordance with CIF bylaws and rules, except as the Board may direct otherwise and any applicable district policy and regulation. The Superintendent or designee shall have responsibility for the district's interscholastic athletic program, while the principal or designee at each participating school shall be responsible for site-level decisions, as appropriate.

The designated representative(s) shall vote on issues that impact interscholastic athletics at the league and section levels, perform any other duties required by the CIF league, and report regularly to the Board on league, section, and statewide issues related to athletic programs. Upon recommendation,
of the Superintendent, the Board shall annually designate an employee from each high school to serve as a representative to the local CIF league. Appointees shall represent the district in performing all duties required by the CIF league. In making this selection, the Board shall consider the employee's understanding of the district's goals for student learning and interscholastic and extracurricular activities, knowledge of the athletic programs, awareness of the implications of league decisions for the school and the district, and individual interpersonal communication and leadership skills.

(cf. 0500 - Accountability)

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Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
270-271 Athletes' Bill of Rights
17578 Cleaning and sterilizing of football equipment
17580-17581 Football equipment
32220-32224 Insurance for athletic teams, especially
32221.5 Required insurance for athletic activities
33353-33353.5 California Interscholastic Federation; implementation of policies, insurance program
33354 CDE California Department of Education authority over interscholastic athletics
33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention Act
35160.5 District policies; rules and regulations
35179 Interscholastic athletics
35179.1 California High School Coaching Education and Training Program
35179.4 Emergency action plan
35179.5 Interscholastic athletics; limitation on full-contact practices
35179.6 Automated external defibrillator, athletic activities
48850 Interscholastic athletics; students in foster care and homeless students
48900 Grounds for suspension and expulsion
48930-48938 Student organizations
49010-49013 Student fees
49020-49023 Athletic programs; legislative intent, equal opportunity
49030-49034 Performance-enhancing substances
49458 Health examinations, interscholastic athletic program
49475 Health and safety, concussions and head injuries
49700-49701 Education of children of military families
51242 Exemption from physical education for high school students in interscholastic athletic program
HEALTH AND SAFETY CODE
1797.196 Automated external defibrillator
PENAL CODE
245.6 Hazing
CODE OF REGULATIONS, TITLE 5
4900-49625 Nondiscrimination in elementary and secondary education programs receiving state financial assistance, especially
4920-4922 Nondiscrimination in intramural, interscholastic, and club activities
5531 Supervision of extracurricular activities of pupils students
5590-5596 Employment of noncertificated coaches
UNITED STATES CODE, TITLE 20
1681-1688 Discrimination based on sex or blindness, Title IX
CODE OF FEDERAL REGULATIONS, TITLE 34
106.31 Nondiscrimination on the basis of sex in education programs or activities
106.33 Comparable facilities
106.41 Nondiscrimination in athletic programs

COURT DECISIONS

Management Resources:
CSBA PUBLICATIONS

A Board Member's Guide to CIF and Interscholastic Sports
CIF PUBLICATIONS California Interscholastic Federation Constitution and Bylaws, 1996-97
NATIONAL FEDERATION OF STATE HIGH SCHOOL ASSOCIATIONS Rules on Bleeding Players

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Discrimination, March 2017

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013

CALIFORNIA INTERSCHOLASTIC FEDERATION PUBLICATIONS
Athletic Department Emergency Action Plan: Response Teams
California Interscholastic Federation Constitution and Bylaws
A Guide to Equity in Athletics
Guidelines for Gender Identity Participation
Keep Their Heart in the Game: A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians
Event Emergency Guidelines, 2013
Pursuing Victory with Honor, 1999

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: March 26, 1992 Fresno, California
revised: March 27, 1997
reviewed: August 22, 2001
revised: May 14, 2014
revised: December __, 2019

Policy Section: 6000 Instruction
Fresno Unified Board Policy (BP) 6159.1
Procedural Safeguards And Complaints For Special Education

The Governing Board desires to protect the rights of students with disabilities in accordance with the procedural safeguards set forth in state and federal law. Parents/guardians shall receive written notice of their rights in accordance with law, Board policy, and administrative regulation.

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.6 - Parental Notifications)
(cf. 6159 - Individualized Education Program)
(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education Students)
(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

The Superintendent or designee shall represent the district in any due process hearing conducted with regard to district students and shall inform the Board about the result of the hearing.

The Superintendent or designee shall address a complaint concerning compliance with state or federal law regarding special education in accordance with the district’s uniform complaint procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

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Legal Reference:
EDUCATION CODE
56000 Education for individuals with disabilities
56001 Provision of the special education programs
56020-56035 Definitions
56195.7 Written agreements
56195.8 Adoption of policies for programs and services
56300-56385 Identification and referral, assessment
56440-56447.1 Programs for individuals between the ages of three and five years
56500-56509 Procedural safeguards, including due process rights
56600-56606 Evaluation, audits and information
CODE OF REGULATIONS, TITLE 5
3000-3100 Regulations governing special education
4600-4670 Uniform complaint procedures
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
1400-1482 Individuals with Disabilities Education Act
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act
UNITED STATES CODE, TITLE 42
11434 Homeless assistance
CODE OF FEDERAL REGULATIONS, TITLE 34
99.10-99.22 Inspection, review and procedures for amending education records
104.36 Procedural safeguards
300.1-300.818 Assistance to states for the education of students with disabilities, especially:
300.500-300.520 Procedural safeguards and due process for parents and students
COURT DECISIONS

Management Resources:
FEDERAL REGISTER
Final Regulations, December 1, 2008, Vol. 73, No. 231, pages 73006-73029
WEB SITES
California Department of Education, Special Education: http://www.cde.ca.gov/sp/se
U.S. Department of Education, Office of Special Education Programs: http://www.ed.gov/about/offices/list/osers/osep

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: December ____, 2019 Fresno, California

Policy Section: 6000 Instruction
The Governing Board recognizes that a structured, coherent and comprehensive counseling program designed to serve diverse student needs and talents and encourage productive learning experiences promotes academic achievement and serves the diverse needs of all district students. Counseling staff shall be available to provide students with individualized reviews of their educational progress toward productivity in the areas of academic counseling, and/or career and vocational goals and, as appropriate, may discuss counseling, and personal and social-counseling, or other issues that may impact student learning.

The Superintendent or designee shall ensure that all persons employed to provide school counseling, school psychology, and/or school social work services shall possess the appropriate credential from the Commission on Teacher Credentialing authorizing their employment in such positions. Responsibilities of each position shall be clearly defined in a job description.

The Board recognizes that some students are in greater need of direction than others. The overall goal of counseling shall be to promote student self-esteem, a sense of belonging and achievement, emotional security, and the ability to lead a useful and fulfilling life.

Educational Counseling
Beginning in grade 7, parents/guardians shall receive a general notice at least once before career counseling and course selection so that they may participate in the counseling sessions and decisions. (Education Code 221.5)

Educational counseling program shall include academic counseling in the following areas: (Education Code 49600)

1. Development and implementation, with parent/guardian involvement, of the student's immediate and long-range educational plans
2. Optimizing progress towards achievement of proficiency standards
3. Completion of the required curriculum in accordance with the student's needs, abilities, interests, and aptitudes
4. Academic planning for access and success in higher education programs, including advisement on courses needed for admission to public colleges and universities, standardized admissions tests, and financial aid
5. Career and vocational counseling, in which students are assisted in doing all of the following:
   a. Planning for the future, including, but not limited to, identifying personal interests,
skills, and abilities, career planning, course selection, and career transition

b. Becoming aware of personal preferences and interests that influence educational and occupational exploration, career choice, and career success

c. Developing realistic perceptions of work, the changing work environment, and the effect of work on lifestyle

d. Understanding the relationship between academic achievement and career success, and the importance of maximizing career options

e. Understanding the value of participating in career technical education and work-based learning activities and programs, including, but not limited to, service learning, regional occupational centers and programs, partnership programs, job shadowing, and mentoring experiences

(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6178.2 - Regional Occupational Center/Program)

f. Understanding the need to develop essential employable skills and work habits

g. Understanding the variety of four-year colleges and universities and community college vocational and technical preparation programs, as well as admission criteria and enrollment procedures

The district's educational counseling program also may include, but not be limited to, identification of students who are at risk of not graduating with the rest of their class, development of a list of coursework and experience necessary to assist students to satisfy the curricular requirements for college admission and successfully transition to postsecondary education or employment, and counseling regarding available options for a student to continue their education if they fail to meet graduation requirements.

The Superintendent or designee shall establish and maintain a program of guidance, placement, and follow-up for all high school students subject to compulsory continuation education. (Education Code 48431)

In exploring the possibility of careers and courses leading to such careers, counselors should be careful not to differentiate career, vocational, or higher education opportunities on the basis of the sex of the student counseled. (Education Code 40)

Placement of students should depend on individual assessment and/or an individual career plan which emphasizes personal interest and motivation and is not limited to test scores and past grades. Any placement plan must ensure that minority, disadvantaged, low-income and other students are not automatically or systematically channeled into vocational education or special education tracks.

All Counseling staff and materials are prohibited from discriminating against any student
based on actual or perceived age, ancestry, color, mental or physical disability, gender, gender identity, gender expression, genetic information, national origin, race, ethnic group identification, immigration status, parental status, pregnancy status, marital status, medical condition, religion, sex or sexual orientation in the counseling or guidance of students or in the use of materials for testing, appraising or counseling students. (Education Code 221.5; 5 CCR 4930, 4931; 34 CFR 106.36)

Guidance counseling regarding school programs and career, vocational, or higher education opportunities shall not be differentiated on the basis of any protected category specified in BP 0410 - Nondiscrimination in District Programs and Activities.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 5145.3 - Nondiscrimination/Harassment)

In addition, counselors shall affirmatively explore with students the possibility of careers, or courses leading to careers, that are nontraditional for that student’s sex. (Education Code 221.5)

For assessing or counseling students, the district shall not use testing or other materials that permit or require impermissible or unlawful differential treatment of students. (5 CCR 4931)

Colleges and prospective employers, including military recruiters, shall have the same access to students for recruiting purposes. (Education Code 49603; 10 USC 503; 20 USC 7908)

(cf. 5125.1 - Release of Directory Information)

Specialized Program for Tenth Grade
A special program shall provide counseling for students in tenth grade or 16 years of age, whichever comes first, concerning options available during the last two years of high school.

After reviewing individual students’ academic and deportment records, counselors shall meet with each student to explain the student’s record, the educational options available to the student, the academic progress required for graduation from high school, and the effect of such academic work upon the student’s options for higher education and employment. When feasible, the student’s parents/guardians shall attend this meeting. Options discussed shall include regional occupational centers and programs, continuation schools, academic programs, and any other alternatives available to our students.

Students identified as having difficulty meeting high school graduation requirements have first priority to these counseling services. (Education Code 48431.6)

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Legal Reference:
EDUCATION CODE
221.5 Prohibited Sex Discrimination
44266 Pupil personnel services credential
48431 Establishment and maintenance of guidance, placement, and follow-up program (high school district)
48431.6 Academic progress and counseling review program
49600 49604 Educational counseling—included services
49602 Confidentiality of pupil information
51250-51251 School age military dependents
60650-51513 Personal beliefs
PENAL CODE
11166-11170 Reporting known or suspected cases of child abuse
CODE OF REGULATIONS, TITLE 5
4930-4931 Counseling
80049-80049.1 Pupil personnel services credential
80632-80632.5 Preparation programs for pupil personnel services
UNITED STATES CODE, TITLE 10
503 Military recruiter access to directory information
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
7908 Armed forces recruiter access to students and student recruiting information
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family educational rights and privacy of child abuse

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: March 26, 1992 Fresno, California
revised: December __, 2019

Policy Section: 6000 Instruction
Fresno Unified Board Policy (BP) 6164.41
Children With Disabilities Enrolled By Their Parents In Private School

The Governing Board recognizes its obligations under federal and state law to identify and provide equitable services to children voluntarily enrolled by their parents/guardians in private schools located within the district.

(cf. 0430 - Comprehensive Local Plan for Special Education)

The Superintendent or designee shall ensure that activities to locate, identify, and evaluate children with disabilities enrolled by their parents/guardians in private schools within the district are comparable to activities undertaken for individuals with disabilities aged three to 22 in public schools within the district. (34 CFR 300.131; Education Code 56171)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

The Superintendent or designee shall develop a budget for the provision of services to children with disabilities enrolled by their parents in private school based on the proportionate share of federal funds received and the number of eligible children, including the possibility of mid-year enrollees, and the types of services to be provided.

Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:
EDUCATION CODE
56000 Education for individuals with exceptional needs
56020-56035 Definitions
56170-56177 Children in private schools
56195.8 Adoption of policies for programs and services
56300-56385 Identification and referral, assessment
56500-56509 Procedural safeguards, including due process rights
56600-56606 Evaluation, audits and information
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
1400-1482 Individuals with Disabilities Education Act
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act
CODE OF FEDERAL REGULATIONS, TITLE 34
300.1-300.818 Assistance to states for the education of students with disabilities, especially:
300.130-300.140 Children with disabilities enrolled by their parents in private schools
COURT DECISIONS

Management Resources:
UNITED STATES DEPARTMENT OF EDUCATION PUBLICATIONS
Questions and Answers on Serving Children with Disabilities Placed by Their Parents at Private Schools, March 2006
Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: December ___, 2019 Fresno, California

Policy Section: 6000 Instruction
Fresno Unified Board Policy (BP) 6177
Summer School Learning Programs

The Governing Board recognizes that an extended break from the instructional program may result in significant learning loss, especially among disadvantaged and low-achieving students, and desires to provide summer school provides valuable opportunities during the summer for students to practice essential skills and make academic progress. When the need is demonstrated and funds are available, the Superintendent or designee, with Board approval, shall establish summer school day and/or evening classes for purposes of remediation, enrichment or acceleration.

Summer programs offered by the district shall be aligned with the district's local control and accountability plan (LCAP), other applicable district and school plans, and the educational program provided during the school year. When feasible, summer programs shall blend high-quality academic instruction in core curricular and/or elective subjects with recreation, nutrition programs, social and emotional development, and support services that encourage attendance, student engagement in learning, and student wellness.

(cf. 0200 - Goals for the School District)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 3552 - Summer Meal Program)
(cf. 5030 - Student Wellness)
(cf. 5141.6 - School Health Services)
(cf. 5148 - Child Care and Development Program)
(cf. 6011 - Academic Standards)
(cf. 6142.7 - Physical Education and Activity)
(cf. 6143 - Courses of Study)

Summer School
The Superintendent or designee, with Board approval, may establish summer school day and/or evening classes.

(cf. 5148.2 - Before/After School Program)
(cf. 6171 - Title I Programs)
(cf. 6175 - Migrant Education Program)

The district's summer school program may be used to provide supplemental instruction to students needing remediation and/or enrichment in core academic subjects.

(cf. 6176 - Weekend/Saturday Classes)
(cf. 6179 - Supplemental Instruction)

Admission

As appropriate, priority for enrollment First priority to enroll in summer high school classes programs shall be given to district students who: need course credits in order to graduate by September or who were assessed as not meeting the district's adopted standards of proficiency in basic skills.

(cf. 6011 - Academic Standards)
(cf. 6146.1 - High School Graduation Requirements/Standards of Proficiency)
1. **Need course credits in order to graduate** from high school before the beginning of the next school year

(cf. 5147 - Dropout Prevention)
(cf. 6146.1 - High School Graduation Requirements)

2. Demonstrate academic deficiencies in core curriculum areas

(cf. 0460 - Local Control and Accountability Plan)

The remaining openings shall be offered to other district students on a first-come first-served basis.

**Attendance**

Because summer courses cover extensive instructional content in a relatively short time period, students who have more than three excused absences or one unexcused absence may not receive credit for summer session class(es) unless they make-up missed work in accordance with law, Board policy, and administrative regulation.

(cf. 5113 - Absences and Excuses)
(cf. 6154 - Homework/Makeup Work)

Sites for summer school programs may be rotated in an effort to make summer school programs more accessible to all students, regardless of residence or regular attendance area, and to accommodate the maintenance needs of district schools.

**Additional Summer Learning Opportunities**

The Superintendent or designee may collaborate with parent/guardians, city and county agencies, community organizations, child care providers, and/or other interested persons to develop, implement, and build awareness of organized activities that support summer learning.

(cf. 1400 – Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 – Relations Between Private Industry and the Schools)

Strategies to support summer learning may include, but are not limited to:

1. Providing information to students and parents/guardians about summer reading programs scheduled to be conducted by public libraries or community organizations

2. Collaborating with the local parks and recreation agency and/or community organizations to provide day camps, sports programs, or other opportunities for physical education and activity

(cf. 1330.1 – Joint Use Agreements)

3. Collaborating with workforce development agencies, businesses, and community organizations to provide summer job training opportunities that include an academic component

(cf. 3260 – Fees and Charges)
(cf. 5113.2 – Work Permits)
4. Encouraging reading in the home, such as providing lists of recommended reading to students and parents/guardians, establishing a target number of books or pages, and providing prizes for achievement of reading goals

5. Assigning summer vacation homework in core curricular subject(s) for extra credit

6. Conducting occasional, interactive “fun days” during the summer to provide activities related to art, music, science, technology, mathematics, environmental science, multicultural education, debate, or other subjects

7. Arranging opportunities for community service

Students who were enrolled in grade 12 during the prior school year and who were assessed as not meeting the district’s adopted standards of proficiency in basic skills, shall be provided summer school instruction and upon completion of the summer program may be reassessed for purposes of meeting the district’s standards of proficiency.

To the extent that space is available after district students have enrolled, remaining openings in summer high school classes for core academic subjects shall be open to private school students.

When traditional schools offer summer programs to their students, it is required that year-round schools offer supplemental programs to their students to assure equal access.

Intersession/extended day programs may be offered at year-round schools to give school sites the opportunity to provide supplemental instruction in the core academic areas as an alternative to summer school. School legislation provides year-round schools the flexibility to provide supplemental instruction during the intersession period or after the regular school day.

The Board recognizes that maintaining an environment which promotes learning and protects the health, safety, and welfare of all students may require the suspension or expulsion of a student from regular classroom instruction as well as summer session.

Attendance

Because summer courses cover extensive instructional content in a relatively short time period, consistent class attendance is crucial. Students who do not maintain a 90 percent attendance rate or better may not receive credit for their session class(es).
Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:
EDUCATION CODE
8482-8484.6 After School Education and Safety Program
8484.7-8484.9 21st Century Community Learning Centers
37252-37254.1 Supplemental instructional programs
39837 Transportation to summer employment programs
41505-41508 Pupil Retention Block Grant
41976.5 Summer school programs, substantially disabled persons or graduating high school seniors
42238.01-42238.07 Local control funding formula
42239-42239.2 Summer school apportionments
48070-48070.5 Promotion and retention
51210 Areas of study for elementary schools
51220 Areas of study for grades 7-12 1-6
51730-51732 Powers of governing boards (authorization for elementary summer school classes)
52052 Accountability; numerically significant student subgroups
52060-52077 Local control and accountability plan
53025-53031 Intensive reading instruction, summer school.
53091-53094 Intensive algebra instruction, summer school
54444.3 Summer program for migrant students
56345 Extended-year program for special education students
58700-58702 Credit towards summer school apportionments for tutoring and homework assistance program
58806 Summer school apportionments
60851 Supplemental instruction toward exit examination
CODE OF REGULATIONS, TITLE 5
3043 Extended school year, for special education students
11470-11472 Summer school
UNITED STATES CODE, TITLE 20
6311-6322 Improving basic programs for disadvantaged students
7171-7176 21st Century Community Learning Centers
ATTORNEY GENERAL OPINION
WEB SITES
California Department of Education: http://www.cde.ca.gov

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: March 26, 1992 Fresno, California
revised: June 22, 1995
revised: February 12, 1998
revised: December 8, 2004
revised: December __, 2019

Policy Section: 6000 Instruction
The Governing Board desires to facilitate work-based learning opportunities which link classroom learning with real-world experiences. Education programs can provide students with valuable instruction in the skills, attitudes, and understandings they need in order to be successfully employed. The district's work-based learning program shall be designed to teach students the skills, attitudes, and knowledge necessary for successful employment and to reinforce mastery of both academic and career technical education (CTE) standards.

(cf. 6000 - Concepts and Roles)
(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)
(cf. 6178 - Career Technical Education)
(cf. 6178.2 - Regional Occupational Center/Program)

No more than 10 credits may be earned in any one semester for the satisfactory completion of a work experience education program. In order to maintain a proper balance between work experience and academic instruction, students may earn no more than a total of 40 semester credits. Credits shall be granted provided:

1. The student received at least the equivalent of one instructional period a week of related classroom instruction or counseling.

2. Student Qualification. In order to qualify for participation in work experience education, a student shall: (Education Code 51760.3)
   a. Be at least 16 years of age, except:
      (1) A student enrolled in exploratory work experience program.
      (2) A student with exceptional needs, as determined by school authorities.

The district's work-based learning program may offer opportunities for paid and/or unpaid work experiences, including, but not limited to:

1. Work experience education as defined in Education Code 51764
2. Cooperative CTE or community classrooms as defined in Education Code 52372.1
3. Job shadowing experience as defined in Education Code 51769
4. Student internships
5. Guest speakers
6. Apprenticeships
7. Service learning
8. Employment in social/civic or school-based enterprises
9. Technology-based or other simulated work experiences
10. Mock interviews
The Superintendent or designee may provide students employment opportunities with public and private employers in areas within or outside the district, including in any contiguous state. (Education Code 51768)

When required, work-based learning plans shall be submitted to the California Department of Education or other state agency or official.

The Superintendent or designee shall involve local businesses or business organizations in planning and implementing work-based learning opportunities that support the district’s vision and goals for student learning and local workforce development efforts. They also may work with postsecondary institutions, community organizations, and others to identify opportunities for work-based learning.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 1220 - Citizen Advisory Committees)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 6020 - Parent Involvement)

When required by law, the Superintendent or designee shall develop a written training agreement with the employer that describes the conditions and requirements to be met by all parties and shall develop an individual training plan for each student which outlines the objectives or competencies that the student is expected to accomplish at the work site. (5 CCR 10070-10071, 10087, 10108)

To ensure appropriate guidance and supervision of participating students and maximize the educational benefit from placement in any work-based learning program, district staff shall coordinate with the workplace supervisors or mentors.

A minor student shall be allowed employment through a paid work-based learning program only if they have been issued a work permit, in accordance with law, Board policy, and administrative regulation. (Education Code 49113, 49160)

(cf. 5113.2 - Work Permits)

All laws or rules applicable to minors in employment relationships shall be applicable to students enrolled in work-based learning programs. (Education Code 51763)

The Superintendent or designee shall ensure that any student participating in a work-based learning program off school grounds is covered under the employer’s or district’s insurance, as applicable, in the event the student is injured.

(cf. 3530 - Risk Management/Insurance)
(cf. 5143 - Insurance)

The Superintendent or designee shall ensure that any teacher-coordinator of a work-based learning program possesses the appropriate credential issued by the Commission on Teacher Credentialing. (5 CCR 10075, 10080, 10100)
The Superintendent or designee shall maintain records related to each student’s participation in the district’s work-based learning program, including, but not limited to, the student’s individualized training plan, employment hours and job site, work permit if applicable, the employer’s report of student’s attendance and job performance, the teacher-coordinator’s consultations and observations, and reports of the student’s grade and credits earned.

The Superintendent or designee shall periodically report to the Board regarding program implementation and effectiveness, including, but not limited to, rates of student participation in work-based learning programs and assessment results of participating students.

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Legal Reference:
EDUCATION CODE
35208 Liability insurance
41505-41508 Pupil Retention Block Grant
46144 Minimum school day for vocational training, work experience program
46147 Exception for minimum day; students in last semester or quarter of grade 12
46300 Method of computing ADA
48402 Permits to work
49110-49118 Permits to work, duties of employer
51760-51769.5 Work-based learning, Experience Education, especially
51760.3 Grant of credit; conditions
52372.1 Community classrooms and cooperative career technical education programs
LABOR CODE
1285-1312 Employment of minors
1391-1394 Working hours for minors
3070-3099.5 Apprenticeship
3200-6002 Workers’ compensation and insurance
CODE OF REGULATIONS, TITLE 5
1635 Credit for work experience education
10070-10075 Work experience education
10080-10090 Community classrooms
10100-10111 Cooperative career technical education programs
UNIVERSAL CODE, TITLE 20
2301-2414 Strengthening Career and Technical Education for the 21st Century Act
CODE OF FEDERAL REGULATIONS, TITLE 29
570.35a Work experience programs
WEB SITES
California Department of Education, Work Experience Education: http://www.cde.ca.gov/ci/ct/we
California Department of Industrial Relations: http://www.dir.ca.gov

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: March 26, 1992 Fresno, California
revised: June 28, 2000
revised: December __, 2019

Policy Section: 6000 Instruction
Fresno Unified Board Policy (BP) 6200
Adult Education

The Governing Board believes that education is a lifelong process and that it is important for individuals to continuously develop new skills. Eligible adults shall be offered opportunities to enroll in programs and courses that develop academic and workforce skills and, as appropriate, lead to completion of requirements for high school graduation and or college and career opportunities.

Economic, technological and social changes make it important for adults to continually acquire new skills and knowledge. The Governing Board believes that our community's adults deserve opportunities to update their education and realize their fullest potential.

The Superintendent or designee shall develop and oversee the district's adult education program. The Board shall approve all courses to be offered in this program. (cf. 0410 - Nondiscrimination in District Programs and Activities)

To ensure efficient and coordinated adult education services, the district shall collaborate with other local educational agencies and the community college district in the region's adult education consortium. The district shall participate in the consortium's identification of the educational needs of adults in the region, identification of available funding and services, development and approval of an adult education plan pursuant to Education Code 84906, and implementation of strategies to address the identified needs, improve the effectiveness of district services, and improve students' transitions into postsecondary education and the workforce.

The district's representative to the region's adult education consortium shall be designated by the Board. (Education Code 84905) (cf. 9140 - Board Representatives)

The Superintendent or designee shall ensure that all teachers of adult education classes possess an appropriate credential issued by the Commission on Teacher Credentialing and have access to high-quality professional development to continuously enhance their knowledge and skills. (cf. 4112.2 - Certification) (cf. 4131 - Staff Development)

Adult education classes may be offered any day or evening, including weekends, for such length of time during the school year as determined by the Board. (Education Code 52505, 52513) (cf. 6142.7 - Physical Education and Activity) (cf. 6146.1 - High School Graduation Requirements)

The Superintendent or designee shall regularly report to the Board on the effectiveness of the district's adult education program. This report shall include, but not be limited to, the number of adults and high school students participating in the program, student participation in each type of adult education course or class, and the extent to which students successfully completed these
programs, including, as applicable, the completion of requirements for the high school diploma or certificate of equivalency.

(cf. 0500 - Accountability)

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Legal Reference: EDUCATION CODE
8500-8538 Adult education
10200 CalWORKs education and job training plan
11320-11320.6 Distance learning projects
41505-41508 Pupil Retention Block Grant
41973-41976.12 Adult education; authorized classes and courses
44260.2-44260.3 Credential requirements, designated subjects adult education credential
44865 Qualifications for home teachers and teachers in special classes
46190 46192 Adult school; days of attendance
46300.3-46300.4 Independent study in adult education
46351-46352 Adult classes
51040 Prescribed courses
51056 Adult education course of study
51225.3 Requirements for graduation
51241 Physical education Temporary or permanent exemption from physical education
51242 Exemption from physical education for athletic program participants
51246 Exemption from physical education exemptions for certain students in grade 12
51730-51732 Elementary school special day and evening classes
51745-51749.6 Independent study
51810-51815 Community service classes
51938 Parental excuse from sexual education or HIV/AIDS prevention education
52500-52523 Adult schools
52530-52531 Use of hospitals
52540-52544 Adult English classes
52550-52556 Classes in citizenship
52570-52572 Disabled adults
52610-52616.24 Adult schools finances
52651-52656 Immigrant Workforce Preparation Act
60410 Books for adult classes
84830 Adult education consortium
84900-84920 Adult Education Block Grant
WELFARE AND INSTITUTIONS CODE
11320-11329.5 CalWORKs, including education and job training
CODE OF REGULATIONS, TITLE 5
10501-10560 Adult education
10508 Records and reports
10530-10534 Standards
80034 Teaching credentials, adult education
80034.5 Adult education, substitute teachers
80036-80036.4 Requirements for designated subjects adult education credential
80040.2-80040.2.7 Programs of personalized preparation for the designated subjects adult education teaching credentialing
UNITED STATES CODE, TITLE 20
2301-2415 Carl D. Perkins Career and Technical Education Act
UNITED STATES CODE, TITLE 29
3101-3255 Workforce Innovation and Opportunity Act
Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Adult Education Handbook for California, 2005
Pupil Fees, Charges, and Other Deposits, Fiscal Management Advisory 12-02, April 24, 2013

CDE PROGRAM ADVISORIES
0600.92 Using Independent Study in Adult Education Programs: An Option
0609.88 Education Fees for F-1 Visa Students
0622.87 Discrimination against the Handicapped in Adult Education Programs

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted July 11, 1996 Fresno, California
revised: December __, 2019

Policy Section: 6000 Instruction
AGENDA ITEM A-7

TITLE AND SUBJECT: Approve Position and Adopt Job Description for Physical Therapist

ITEM DESCRIPTION: Included in the Board binders is the job description for Physical Therapist. This position provides assessment, consultation, and direct physical therapy to students enrolled in or referred to special education programs; collaborate with general and special education staff and parents to identify strategies, methods and patterns of instructional support. A school based Physical Therapist promotes motor development and students' participation in everyday routines and activities which are part of his or her program.

As part of the Greater City Schools Report, a school based Physical Therapist was recommended to be added to Fresno Unified Itinerant Staff. A Physical Therapist is utilized to support the district’s Occupational Therapists to interpret medical provider orders for positioning of standers and gait trainers. A Physical Therapist provides one of the related services under Part B of Individuals with Disabilities Education Act (IDEA).

The Physical Therapist position is designated Management, exempt and placed on E-23 of the Management Salary Schedule.

FINANCIAL SUMMARY: Sufficient funds are available in the Special Education Department budget.

PREPARED BY: Manjit Atwal, Executive Director

DIVISION: Human Resources
PHONE NUMBER: (559) 457-3548

CABINET APPROVAL: Paul Idsvoog, Chief of Human Resources/Labor Relations

SUPERINTENDENT APPROVAL:
UNDER THE DIRECT SUPERVISION OF AN ASSIGNED SUPERVISOR/DIRECTOR, PROVIDE ASSESSMENT, CONSULTATION, AND DIRECT PHYSICAL THERAPY TO STUDENTS ENROLLED IN OR REFERRED TO SPECIAL EDUCATION PROGRAMS; COLLABORATE WITH GENERAL AND SPECIAL EDUCATION STAFF AND PARENTS TO IDENTIFY STRATEGIES, METHODS AND PATTERNS OF INSTRUCTIONAL SUPPORT.

REPRESENTATIVE DUTIES: (INCUMBENTS MAY PERFORM ANY COMBINATION OF THE ESSENTIAL FUNCTIONS SHOWN BELOW. THIS POSITION DESCRIPTION IS NOT INTENDED TO BE AN EXHAUSTIVE LIST OF ALL DUTIES, KNOWLEDGE, OR ABILITIES ASSOCIATED WITH THIS CLASSIFICATION, BUT IS INTENDED TO ACCURATELY REFLECT THE PRINCIPAL JOB ELEMENTS.)

- Assess students' basic skills and abilities in gross motor function, balance, and equilibrium, orthopedic status, motor planning, developmental or functional activities, range of motion, postural tone, gait, reflex integration, and kinesthesia. Complete the educationally related physical therapy (PT) assessment, including child observation, record review, interview, performance-based, and standardized/non-standardized testing procedures in the areas of suspected disability according to specified timelines. Consider parent concerns, and any possible effects of cultural or language differences.

- Collaborate with general and special education staff and parents to identify strategies, methods, and patterns of instructional support that enhance achievement for students with special needs; act as liaison to district staff, physicians, parents, and other agencies in implementing the student's Individual Education Plan (IEP).

- Assist in developing the students' Individual Education Plan (IEP). Review PT assessment findings and/or progress at IEP meeting. Interpret and link findings and progress as it relates to a child's performance in behavior and developmental or functional abilities.

- Collaborate with the IEP team to develop individual student base line goals and objectives which support the student’s access to curriculum and implementation such that the IEP team provides integrated services.

- Provide physical therapy services to students and participate in monitoring progress; assist in gathering and analysis of data related to physical therapy.
Document progress, findings, actions taken, and/or recommendations as required by special education processes and professional standards. 

Consult and train educational personnel, family members, or other professionals involved with the child in order to implement activities, strategies or adapted equipment for use in the student’s routine. Assist with the development and delivery of in-service training or team-teaching school-wide/classroom-wide programs, on curricula or environment modifications as an approach to intervention and instruction. 

Monitor therapy received by students and record progress using district-wide applications and other designated reporting formats. 

Monitor, evaluate, and maintain equipment needs; maintain safely standards, order, design, and fabricate appropriate modification to support student ability to access the regular education curriculum. 

Visit student’s classroom, playground, and home to promote generalization of physical therapy services in the natural environment. 

Travel to other district sites as assigned to provide itinerant therapy services. 

Remain current concerning advances in physical therapy and practice; attend seminars, workshops, and conferences. 

Perform related duties as assigned.

EDUCATION AND EXPERIENCE: Required prior to employment.

Any combination equivalent to: Bachelor’s degree and Master’s degree from an approved school of physical therapy and successful experience in planning and providing physical therapy to children. Clinical affiliation in pediatrics is desirable; experience working with children in an educational setting is highly desirable.

LICENSES AND OTHER REQUIREMENTS:

Possession of a current and valid license issued by the Physical Therapy Board of California to practice Physical Therapy. Possession of a valid California driver’s license and availability of private transportation (mileage expense allowance provided).

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Principles, methods, and equipment used in physical therapy. 
Child development and growth including neurological, posture, and physical dysfunction.

Strategies and Methodologies in educational settings.
Special education law relative to physical therapy services.
Principles of supervision and training.
Technical aspects of field of specialty.
Modern office practices, procedures and equipment.
Interpersonal skills using tact, patience and courtesy.
Reading and writing English communication skills.

ABILITY TO:
Design and fit adaptive devices.
Administer required assessments and evaluate student progress.
Recommend educationally related treatment objectives and implement therapy.
Operate standard office equipment including microcomputers and related software applications.
Analyze situations accurately and adopt an effective course of action.
Maintain records and prepare reports.
Establish and maintain effective relationships with students, families, and staff.
Read, interpret and follow rules, regulations, policies, and procedures.
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Actively participate in meeting District goals and outcomes.
Apply integrity and trust in all situations.
Learn District organization, operations, policies, objectives and goals.

WORKING CONDITIONS:

ENVIRONMENT:
Indoor, office and classroom setting; driving vehicle to school sites to provide assistance to students and staff.

PHYSICAL ABILITIES
With reasonable accommodations, if necessary, lifting and carrying moderately heavy children and objects; assisting with student positioning, perform special handling of physically disabled children and youth requiring strength, flexibility and agility such as standing, walking, bending, stooping, lifting and carrying at varying levels; sitting or standing for extended periods of time; hearing and speaking to communicate with children and families; dexterity of hands and fingers to operate equipment and perform assigned duties; reaching overhead, above the shoulders and horizontally, bending at the waist and kneeling, or crouching to retrieve files.

Fresno Unified School District is an Equal Opportunity Employer and reasonable accommodations are made under the Americans with Disability Act as required by law.

E = Essential Functions
AGENDA ITEM A-8

TITLE AND SUBJECT: Approve 2019/20 and Prior Years' Fresno Teachers Association – Building Trades Professionals and International Association of Machinists and Aerospace Workers Salary Schedules

ITEM DESCRIPTION: Included for the Board's consideration and approval are the following revised salary schedules:

• Building and Construction Trades Hourly Salary Schedule, for the years 2012/13 through 2018/19
• Fresno Teachers Association (FTA) – Building Trades Professionals Hourly Salary Schedule, for the years 2016/17 through 2019/20
• International Association of Machinists and Aerospace Workers Local (IAMAW) Hourly Salary Schedule, for the years 2016/17 through 2019/20

The reason for bringing the current and prior years' salary schedules for approval is to provide a publicly available Board approved salary schedule as required by CalSTRS and CalPERS regulations. Annual Board Approval of employee salary schedules is consistent with best practices and is recommended by the Fresno County Superintendent of Schools. The salary schedules shall be available for public review in the Board of Education Office.

FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: Manjit Atwal
Executive Director

CABINET APPROVAL: Paul Idsvoog
Chief Human Resources/Labor Relations

SUPERINTENDENT APPROVAL:
AGENDA ITEM A-8a

TITLE AND SUBJECT: Approve Agreement with Terris Barnes Walters Boigon Heath, Inc. for Public Information Services Related to Measure M

ITEM DESCRIPTION: Included in the Board binders is an agreement, recommended for approval, with communications consulting firm Terris Barnes Walters Boigon Heath, Inc. (TBWBH) to provide public outreach, information and engagement services related to Measure M, the district’s $325 million bond measure on the March 3, 2020 ballot. The services to be provided by TBWBH will educate and raise awareness regarding the district’s funding needs and the bond measure. Services include development of fact sheets for schools, website and newsletter content, informational presentations for school and community meetings, and engagement opportunities for internal and external stakeholder groups. The $30,000 agreement is for the period December 19, 2019 through February 3, 2020.

FINANCIAL SUMMARY: $30,000 is available in the General Fund.

PREPARED BY: Karin Temple, Chief Operating Officer

DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

CABINET APPROVAL: Karin Temple, Chief Operating Officer

SUPERINTENDENT APPROVAL:
MANAGEMENT CONSULTING AGREEMENT

THIS MANAGEMENT CONSULTING AGREEMENT ("Agreement") is made effective as of December 1, 2019 (the "Effective Date") by and between Fresno Unified School District ("Client") and TERRIS BARNES WALTERS BOIGON HEATH, INC., a California Corporation ("TBWBH")

RECEITALS

A. Client needs assistance in implementing a public outreach and communications program to raise awareness of the Client's facilities funding needs.

B. TBWBH is a professional consulting firm that provides public outreach and public finance, informational communication consulting services.

C. Client desires that TBWBH provide certain consulting services to Client with respect to a Bond Measure related to facility updates and modernization ("Bond Measure") pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Engagement of TBWBH. Client hereby engages TBWBH to perform the following services (collectively, "Services"):

   a. Public Information. TBWBH shall perform the following services as needed to raise awareness of Client's funding needs and the Bond Measure proposal:

      1) Develop informational fact sheets to be distributed at school sites and school functions;
      2) Provide content related to the Bond Measure to be added to Client's website, included in email updates and added to newsletters;
      3) Prepare PowerPoint presentations for school and community meetings;
      4) Write, design, and produce mailings to educate, inform and engage voters as requested;
      5) Develop strategies and plans to inform and engage key internal stakeholder groups, including teachers, principals, parent leaders, bargaining units, Governing Board and others; and
      6) Develop strategies and plans to inform and engage influential external groups including elected leaders, business leaders, city leaders, ethnic community leaders, faith community leaders, taxpayer groups and others.
d. **Employment of Additional Personnel.** In connection with the consulting services to be provided under this Agreement, TBWBH shall utilize its own employees and retain third party vendors pursuant to Section 3.b. TBWBH shall not be required to employ any additional personnel to assist TBWBH in the performance of TBWBH's duties. TBWBH may recommend that Client hire additional personnel to assist TBWBH. Any such personnel shall be hired and paid by Client, under the direction and control of Client, and may be discharged by Client. In every instance, such additional personnel shall be considered an employee of Client, not TBWBH. The foregoing shall not limit TBWBH's right to hire, pay, and/or discharge its own employees.

2. **Term of Agreement.** The term of this Agreement ("Term") shall commence on the Effective Date and shall continue until the earliest of:

   a. **February 3, 2020.**

   b. Either party may terminate this Agreement at any time without cause by giving thirty calendar (30) days' advance written notice to the other party.

   c. Termination of this Agreement by TBWBH at any time for non-payment of any amount owed to TBWBH under Section 3.

3. **Compensation.** In consideration for the Services to be rendered by TBWBH pursuant to this Agreement, Client shall pay the following fees to TBWBH:

   a. **Flat Consulting Fee.** TBWB shall be paid a Flat Consulting Fee of $30,000 payable by January 15, 2020.

   b. **Payments on Certain Purchases.** Media and advertising goods and services may be purchased from TBWBH by Client according to the agreed upon schedule of prices, which is attached hereto as Exhibit 1 and incorporated herein by reference. The schedule of prices lists the entire cost of purchasing media goods and services from TBWBH. TBWBH shall in turn subcontract the work to third party vendors, giving preference to third party vendors who donate or discount their services. Payment for such items shall be made in advance by Client to TBWBH, or to the third party vendor at the discretion of TBWBH. If Client would like to use own printing service, TBWBH will provide writing and design services to client for the flat fee of $3,000 per mail piece. Pricing for Registrar of Voters mailing file, or any needed translation services will be priced separately.

   c. **Reimbursement of Expenses.** Client shall reimburse TBWBH for expenses incurred by TBWBH from time to time in connection with the performance of the Services described herein, which includes, but is not limited to, copying fees, telephone charges, postage and other out-of-
pocket expenses. TBWBH shall submit a report of actual expenses, and within thirty (30) days thereafter, Client shall reimburse TBWBH in full. Expenses billed to Client shall not exceed $1,000 in the aggregate, per calendar month without the verbal or written approval of Client. Any verbal approval shall be confirmed in writing by either party. Client may designate in writing an individual(s) with authority to approve expenses on Client's behalf.

4. Indemnification and Limitation of Liability.

a. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party (the "Indemnified Party") from all losses, liabilities, damages, claims, costs or expenses (including reasonable attorney fees or court costs) resulting solely and directly from the Indemnifying Party's material breach of any provision in this Agreement, willful misconduct, gross negligence, or infringement of any patent, copyright, trade secret, or other proprietary right related to any material the Indemnifying Party furnished to the Indemnified Party pursuant to this Agreement; provided, however, this Section does not cover any acts or omissions by any third party pollsters. The Indemnified Party agrees to give the Indemnifying Party prompt written notice of any claim or other matter as to which it believes this indemnification provision applies, and to co-operate with the Indemnifying Party in the defense of any such claim or other matter. In the event of concurrent negligence on the part of Client or any of its officers, directors, trustees, employees, agents or volunteers, and TBWBH or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

b. In no event shall TBWBH be liable for indirect, incidental, special, consequential, punitive, exemplary or any other type of damages arising out of or related to this Agreement or the Services.

c. Insurance Requirements. Without limiting TBWBH's indemnification, it is agreed that TBWBH shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million ($1,000,000) dollars per occurrence, two million ($2,000,000) dollars annual aggregate limit. Business Automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million ($1,000,000) dollars per occurrence. TBWBH shall also maintain Professional liability insurance in the amount of 1 million dollars ($1,000,000). The Client shall be named as an additional insured on the
general and auto liability policies, by separate endorsement. A Certificate of Insurance and Endorsements (if applicable) for the respective policies shall be attached to the Agreement as proof of insurance. TBWBH insurance policy(ies) shall provide that they are primary such that insurance maintained by the District, if any, shall be excess and not co-primary. Contractor shall produce the policy for District, upon request.

5. **Interest Clause.** In the event that any amount owed to TBWBH is not paid when due, such amount will bear interest from the due date until paid at the rate of 1.5% per month, calculated on the basis of a 30 day month, or the maximum amount permitted by applicable law, whichever is lower.

6. **Expenditure Authority.** Only Client, or a person designated by Client, shall have the authority to approve any single expenditure in excess of $500. TBWBH shall not commit Client to any expenditure, nor incur any obligation on behalf of Client, in excess of $500 without verbal or written approval from Client. TBWBH shall not spend more than the amount so approved plus 5% without securing additional approval from Client. Any verbal approval shall be confirmed in writing by either party. Client may designate in writing an individual(s) with authority to approve expenditures on Client's behalf.

7. **Approval of Materials.** Client is responsible for giving final approval of materials developed by TBWBH for distribution to the public, including, without limitation, informational fact sheets to be distributed at school sites and school functions, Client's website content related to the Bond Measure, PowerPoint presentations for school and community meetings, and mailers. Approval of mailers must be given in writing by the Superintendent or his or her designee. Approval of all other materials besides mailers may be given verbally or in writing by any authorized agent of Client.

8. **Termination Payments.** Upon termination of this Agreement, Client shall pay TBWBH the following.
   a. **Flat Consulting Fee.** Client shall pay TBWBH on the termination date any Base Consulting Fee that is owed under Section 3.a for Services performed up to and including the date of termination.
   b. **Reimbursement for Payments to Vendors.** Upon termination of this Agreement, Client shall pay TBWBH all amounts advanced by TBWBH pursuant to Section 3.b that have not been paid by Client, including, but not limited to, any amounts owed to third party vendors retained by TBWBH and reasonable cancellation fees charged by such third party vendors.
   c. **Reimbursement of Expenses.** Within thirty (30) days after termination of this Agreement, TBWBH shall submit a final accounting of TBWBH's
expenses pursuant to Section 3.c, and within ten (10) days thereafter, Client shall pay TBWBH for all expenses incurred on behalf of Client.


a. Any idea, improvement, invention, discovery, process, development, design, know-how, data, logo, trademark, service mark, or work of authorship (collectively referred to as "Developments" and which shall include all intellectual property rights related thereto) conceived of, developed, or first reduced to practice in the performance of Services hereunder for Client shall be and remain the exclusive property of TBWBH and may be treated and dealt with by TBWBH as such without payment of any consideration to Client. The Development intellectual property rights shall include any patents, copyrights, moral rights, trademarks, trade secrets, industrial design, maskworks, and all other similar rights and protections, including without limitation all applications for registration of any of the foregoing, anywhere in the world (in each case, whether or not patentable or registrable under patent, copyright, trademark, or similar statutes). Client shall make reasonable efforts to preserve such Developments as confidential during the Term of this Agreement and thereafter and, upon TBWBH's request, shall execute such documents and instruments as TBWBH shall reasonably request as necessary to confirm and vest title to such Developments in TBWBH under any applicable law.

b. TBWBH hereby grants Client a perpetual, royalty-free, non-exclusive right and license (but without the right to sublicense) to use, modify, reproduce, perform, release, display, create derivative works from, and disclose Developments within the School District for any legitimate School District purpose, which shall not include any commercial purpose or impermissible advocacy activities prohibited by applicable law.

10. Compliance with Relevant Laws. Client agrees to comply, during the course of this Agreement, with all applicable Federal, State and Municipal laws, including any applicable public disclosure laws and any applicable laws governing the expenditure of public funds, and obtain the necessary legal, accounting, and other Services necessary to comply with all such laws. Client is solely responsible for determining whether the Services performed by TBWBH under this Agreement constitute permissible informational activities or impermissible advocacy activities pursuant to applicable law. Client acknowledges that TBWBH does not provide any guidance or advice in this regard and Client's legal counsel has final review and responsibility for compliance with all legal requirements.

11. Relationship Between the Parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any relationship other than an independent consulting relationship between
Client and TBWBH, or cause TBWBH to be responsible in any manner for the debts and obligations of Client.

12. **Attorneys' Fees.** If either party retains counsel to represent that party in any controversy, dispute or claim arising out of or relating to this Agreement, including any claim for the purpose of enforcing, or preventing the breach of, any provision of this Agreement, obtaining damages by reason of any alleged breach of any provision of this Agreement, obtaining a declaration of such party's rights or obligations under this Agreement, or obtaining any other legal remedy (a "Dispute"), before an arbitrator or a court of competent jurisdiction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which the prevailing party may be entitled.

13. **Limited Warranty.** TBWBH warrants that it shall perform the Services in a professional manner in accordance with commercially reasonable industry standards for similar services. TBWBH makes no warranty, express or implied, concerning the results of the Services, including, without limitation, the success of the Bond Measure. TBWBH makes no warranty concerning, and is not responsible for, any services performed by third party pollsters. To the full extent permitted by law, all implied warranties are hereby excluded.

14. **Arbitration.** To the fullest extent permitted by law, any Dispute, as defined in Section 12, shall be settled by binding arbitration administered by the American Arbitration Association in San Francisco, California under its Commercial Arbitration Rules that are in effect at that time ("Rules"), which may be obtained from www.adr.org or from any AAA office. In the event of any conflict between the Rules and this Section, this Section shall apply. The parties agree to submit to the jurisdiction of a single neutral arbitrator selected in accordance with the Rules. The arbitration shall be governed by the laws of the State of California, including, but not limited to, the California Arbitration Act (Code of Civil Procedure § 1280 et seq.). The arbitrator shall have discretion to award damages, and to fashion any other remedy or relief otherwise available under applicable law in a court proceeding. The arbitrator shall award the prevailing party reasonable attorneys' fees and costs pursuant to Section 12. The arbitrator shall provide a written award, including findings of fact and the conclusions of law on which the decision is based. The arbitrator shall not have the power or authority to commit errors of law or legal reasoning. The parties each expressly waive the right to a jury trial, and agree that the arbitrator's award shall be final and binding on the parties; provided that any award shall be reviewable for legal error, confirmation, correction or vacatur pursuant to California Code of Civil Procedure §1285 et seq. Any action to review the arbitration award shall be filed and maintained in a California state court of competent jurisdiction.
15. **Assignment.** Neither party shall not have the right to assign rights or delegate Client's obligations under this Agreement without the prior written consent of the other party.

16. **Exclusivity of the Agreement.** During the Term of this Agreement, Client shall not engage any other person or entity to perform bond related media consulting services to be performed by TBWBH under this Agreement without the prior written approval of TBWBH. TBWBH's right to perform consulting, media management, or any other services for any other person or party shall not be limited in any way.

17. **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be addressed to the other party at the address set forth on the signature page of this Agreement. A notice shall be effective (i) upon personal delivery if given by hand delivery, (ii) the date of the completed transmission if given by facsimile, (iii) one business day after deposit, prepaid, with Federal Express or similar overnight delivery service for next business day delivery, or (iii) two business days after deposit with the United States Post Office, by registered or certified mail, postage prepaid. Each party may, by five days advance written notice to all other parties, specify any other address for the receipt of such notices.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and it supersedes and replaces any prior or contemporaneous understandings or agreements, whether written or oral, between the parties with respect to such subject matter. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

19. **Applicable Law.** This Agreement and the rights of the parties shall be governed by and construed and enforced in accordance with the laws of the State of California, except that the Agreement shall be interpreted as though drafted jointly by both parties.

20. **Severability.** In case one or more of the provisions contained in this Agreement, or any application of the provisions, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement, and any other application thereof, shall not in any way be affected or impaired.

21. **Captions for Convenience.** The captions and headings in this Agreement are for convenience only and shall not be considered in interpreting any provision of this Agreement or in determining any of the rights or obligations of the parties to this Agreement.
22. **Waiver and Amendment.** No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach. This Agreement may be amended only by a written agreement executed by the parties hereto at the time of the modification.

23. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefits of, the parties and their respective heirs, executors, administrators, successors and permitted assigns.

24. **Counterparts; Signatures.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one Agreement. The parties agree that signatures on this Agreement transmitted via facsimile or electronically in PDF format have the same force and effect, and are considered the same as, originals.

[SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, the parties hereto have executed this Management Consulting Agreement as of the date first written above.

TBWBH

By: 

Name: Joy P. Tatarka
Title: Partner
Address for Notices:
400 Montgomery Street, Suite 700
San Francisco, CA 94104
Phone: 415-816-3412

CLIENT

By: 

Name: 
Title: 
Address for Notices:
2309 Tulare Street
Fresno, CA 93721
Phone: 
Email: 

Client A/P Contact Information

To insure invoicing runs smoothly, please provide contact information for the agency A/P representative to whom we can send invoices. We will send the invoice to the contract signatory concurrently.

Accounts Payable Contact Information:

Name: 
Title: 
E-mail Address: 
Phone: 
Fax: 


Exhibit 1
Schedule of Prices

To: Fresno Unified School District
From: TBWBH
Subject: Subvendor/Subcontractor Pricing
Date: December 11, 2020

<table>
<thead>
<tr>
<th>Estimated quantity of all voter and parent households:</th>
<th>100,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost for brochures (11x17 or equivalent, 1 or 2-fold, 4-color):</td>
<td>$47,726</td>
</tr>
</tbody>
</table>

Price includes design, pre-press, print, labels, labeling, post office check-in, stock photography, standard mail postage, shipping and sales tax. 
NOTE: Non-profit mailing would be less expensive. TBWBH can assist the District in this process if you do not already have the authorization.
Communication Consultant Services

Prepared for

Fresno Unified School District

December 11, 2019
TBWB Overview

Terris Barnes Walters Boigon Heath, Inc., DBA TBWB Strategies is a strategy and communications consulting firm specializing in public finance ballot measures for school districts, community college districts, cities, counties and other public agencies. Our firm has been in business since 1988 under the legal names of Political Media Inc. and Public Finance Strategies LLC before merging last year under the name Terris Barnes Walters Boigon Heath Inc. The TBWB Strategies brand, which focuses on providing strategy and communications consulting services for public agencies pursuing bond and tax ballot measures, has operated continuously since 2005. Our main office is in San Francisco, and we operate a secondary office in Santa Monica. TBWB’s six practicing partners offer a combined century of strategy and communications consulting experience in California.

Public Consensus → Winning Propositions
TBWB was formed around a simple basic idea: passing bonds and taxes is different from other types of political endeavors. For example, candidates run campaigns to differ from their opponents and stand out from the crowd. But when the issue is bonds and taxes, winning requires consensus: uniting people around shared priorities and values. We believe public consensus leads to winning propositions, and that is what we seek to deliver for our clients.

Commitment to Client Service
We view our working relationship with our clients as a partnership. We know public finance measures, but you know your community. We pride ourselves in developing unique plans for every client as opposed to applying a “cookie cutter” model that may have worked in other places or at other times. We also understand that the reputation of your district is at stake when you seek funding from your community. It’s not enough just to “win” in the short term. Your measure, your message and your outreach efforts must help you strengthen your relationship with your community for the long term.

Partner-Level Attention
When you hire us you work directly with one of our firm’s partners. Unlike consulting firms with just one or two principals, we have six experienced partners dedicated to client service. Your lead partner will be your main contact throughout your project, giving your ballot measure the devoted senior-level attention that it deserves. To ensure flawless execution of the strategies recommended by the partner leading your project, TBWB maintains the largest and most experienced support staff in our industry. This allows us to deliver what we promise during the busy election season in ways that smaller firms cannot.

In-House Design and Production
TBWB is one of the few firms in our industry that maintains in-house art and production departments. Our full-time Art Director manages a studio of graphic designers who produce award-winning, creative concepts. Our full-time Production Director attends to the details required for efficient and timely delivery of media, advertising and printed materials.
Project Team

TBWB has six experienced partners with the time and capacity to give your effort the devoted senior-level attention it deserves. Your project will not be handed off to inexperienced staff once the contract is signed. You will work directly with Charles Heath, a Partner in our firm. Our direct and personal “in the trenches” experience guiding recent successful bond measures offers a keen understanding of the nuances in messaging and strategy required for success.

Joy Tatarka, Partner
Joy joined TBWB in 2010, and brings a variety of political, legal and community service experience to each of her projects. In 2017, Joy was promoted within the TBWB management team to the role of Partner.

Since joining TBWB Joy has helped dozens of public agencies from all parts of California develop local bond and tax measures for the ballot and achieve voter support. In the past five years, she has worked with local officials, school boards and community representatives to raise over $3.5 billion for school construction, hospital renovation and other much-needed community projects.

She believes strongly in listening to the needs of her clients and working together to build a plan that allows them to reach their goals.

Joy grew up in Montana, where she received her J.D. from the University of Montana School of Law and a B.A. in Communications from Montana State University—Billings. Before joining TBWB Joy served as Regional Field Director for Senator Max Baucus (D-MT), and as Field Director for the successful 49ers Stadium Campaign in Santa Clara, CA. Joy is also a 200hr Registered Yoga Instructor, loves cooking for friends and family, riding roller coasters, distance running and reading a good mystery.

Full Service and Support
With fifteen talented employees, TBWB maintains the largest and best-trained support team in our industry. Under the close supervision of the Partner leading the project strategy, messaging and direction, one of TBWB’s experienced Consultants will be assigned to focus on managing project logistics to ensure the project is completed on time, on budget and with no deadlines missed. One or more of TBWB’s Associates will be assigned to provide logistical support to the Partner, Consultant and client team.
Our Services

TBWB will work with FUSD to implement a public information and outreach program to educate the community about your needs and build broad consensus around the proposed bond program.

As part of this process to inform and build community consensus, TBWB will:

- Develop informational messaging including talking points, FAQs and fact sheets for each school site
- Prepare bond presentations for community education purposes
- Work with the District and provide information to be added to your website, distributed through social media and included in newsletters
- Write, design and produce informational mailings and advertising to educate, inform and engage the community
- Develop a plan to inform and engage key internal stakeholder groups closely connected to the school community
- Develop a plan to inform and engage influential external groups including elected leaders, business leaders, neighborhood leaders, faith community leaders, taxpayer groups and others
Fee Proposal

As is the standard in our industry, TBWB contracts on a fixed-fee basis. TBWB will charge a flat fee of $30,000 to Fresno Unified School District for the communication services described above.

Reimbursable business expenses, such as photocopying and overnight delivery, will be billed separately along with any other hard costs associated with printing, postage and advertising costs for informational communication and outreach.
Combined Experience of TBWB’s Partners

With experience on over 430 successful local funding measures for all types of public agencies, TBWB has worked in virtually all parts of our home state.

We've passed measures in sparsely populated rural areas, suburban communities in Northern and Southern California as well as the urban neighborhoods of California's biggest cities.

Community College Districts
- Allen Hancock College
- Antelope Valley College
- Cabrillo College
- Chabot-Las Positas CCD
- Chaffey College
- College of the Canyons
- College of Marin
- College of the Sequoias
- Contra Costa CCD
- Foothill-De Anza CCD
- Glendale College
- Hartnell College
- Lane Community College (Oregon)
- Mendocino College
- Napa Valley College
- Pasadena CCD
- Mt. San Antonio CCD
- Rancho Santiago CCD
- San Bernardino CCD
- San Joaquin Delta CCD
- San Mateo CCD
- Santa Barbara City College
- Santa Monica College
- Santa Rosa Junior College
- Yuba College

Hospitals and Health Care
- Alameda County Medical Center
- Cascade Valley Hospital (WA)*
- Daughters of Charity Health System
- Plumas Healthcare District
- Salinas Valley Memorial Healthcare System
- Sava Laguna Hospital
- Selton Medical Center
- Tahoe Forest Hospital District
- Valley Medical Center (Washington)*
- West Contra Costa Healthcare District
- Valley Health System

Transportation
- AC Transit District
- Fresno County Transportation Authority
- Metropolitan Transportation Commission
- Monterey-Salinas Transit
- Napa County Transportation Agency
- San Benito County Transportation
- San Mateo County Transit District
- Santa Clara County BART
- Santa Cruz County Regional Transportation Commission
- San Mateo County Transportation Authority
- Santa Clara County Transportation
- Transportation Authority of Marin
- Truckee/North Tahoe Transportation Agency

Parks, Open Space and Water Districts
- Alameda County Clean Water Program
- Contra Costa Water
- Fresno Parks
- Great Valley Recreation District
- Hayward Area Recreation District
- Los Angeles County Flood Control District
- Los Angeles County Regional Park and Open Space District
- Marin Agricultural Land Trust
- Marin County Parks and Open Space
- Midpeninsula Regional Open Space District
- Missoula Open Space (Montana)
- Monterey Peninsula Regional Park District
- Napa County Regional Park and Open Space District
- Pleasant Hill Recreation and Park District
- Santa Clara County Open Space Authority
- Santa Clara County Parks
- Santa Cruz County Parks
- Santa Clara Valley Water District
- Save the Bay
- Sonoma County Agricultural Preservation and Open Space District
- Zone 7 Water Agency (Alameda County)

* Partial List - Drops managed by Charles Heath while at a prior firm.
Fire Districts
East Contra Costa Fire Protection District
Fremont Unified School District
Marin County Fire District
North Tahoe Fire Protection District
Oakland-Walnut Creek* San Mateo County Fire District - CSA4B
Truckee Fire Protection District

Cities, Counties and Special Districts
Alameda Free Library*
Citizens for Carmel Valley
City of Alameda
City of Alhambra
City of Alameda
City of Burbank
City of Chula Vista
City of Colton*
City of Del Mar
City of Diamond Bar
City of Downey
City of Encinitas
City of Fairfield
City of Foster City
City of Fremont
City of Glendora
City of Gustine
City of Hermosa Beach
City of Laguna Beach
City of Los Altos
City of Ladera
City of Monte Carlo
City of Mercer
City of Morgan Hill
City of Murieta
City of Ocean Shores
City of Pacifica
City of Palmdale
City of Palo Alto
City of Pleasant Hill
City of Pomona
City of Port Hueneme*
City of Redwood City

Elementary School Districts
Alivil Union SD
Alpine Union SD
Alta Loma SD
Alum Rock Union Elementary SD
Annenheim Elementary SD
Auburn Union SD
Bordon SD
Bonita-Radford Shores SD
Benicia Elementary SD
Buena Park SD
Burlingame SD
Cambrian SD
Campbell Union SD
Castaic Union SD
Central SD
Centrillo Elementary SD
Cupertino Union SD
Del Mar Union SD
Daly SD
Fountain Valley SD
Franklin-Mckinley SD
Fruitvale SD
Hermosa Beach City SD
Huntington Beach City SD
Jefferson Elementary SD
Kenilworth SD
Lakewood Union SD (San Diego County)
Las Positas College Area SD
Live Oak SD
Loma Prieta Joint Union SD
Los Altos SD
Los Gatos Union SD
Lowell Joint SD
Menifee Union SD
Millbrae SD
Modesto City Elementary SD
Monarch SD
Montebello Union SD
Mountain View-Whisman SD
North SD
North Sacramento SD
Oakley Union Elementary SD
Ocean View SD (Orange County)
Orinda Union SD
Pacific SD
Palm SD
Pears Elementary SD
Peninsula City Elementary SD
Pomona Unified High SD
Portola Valley SD
Poway Union SD
Redwood Union SD
Rosemead SD
Rossmoor City SD*
Ross Valley SD
San Carlos SD
San Mateo-Foster City SD
San Rafael Elementary SD
San Ramon Valley Union SD
Santa Clara Union SD
Santa Cruz County Public Schools
San Jose Unified SD
Sequoia Union SD
Soda Valley Union SD
Sunshine SD*
Union SD
Westeinster SD

Unified School Districts
Alameda USD
Albany USD
Anacostia County USD
Arcadia USD
Atascadero USD
Baldwin Park USD
Bassett USD
Brawley USD

Unified School Districts (cont.)
Cebolla USD
Ceres USD
Castro Valley USD
Chula Vista USD
Clermont USD
Contra Costa Valley USD
Corona-Norco USD
Corte-Real Park USD
Cupertino USD
Dayville USD
Dundie USD
El Rancho USD
Emery USD*
Evanston-Madison School Corporation (Indiana)
Fairfield-Suisun USD
Folsom Cordova USD
Fremont USD
Garden Grove USD
Glendale USD
Hayward USD
Irvin USD
Jurupa USD
Kerman USD
La Canada USD
Lake Elsinore USD
Lamont USD
Las Vegas USD
Lompoc USD
Los Angeles USD
Modesto USD
Manhattan Beach USD
Martinez USD
Mentor USD
Moreno Valley USD
Morgan Hill USD
Mount Diablo USD
Mountain View-Whisman USD
Napa Valley USD
New Albany-Floyd County Consolidated Schools Corporation (Indiana)
Newton USD
New Haven USD
Novato USD
Oakland USD*
Oak Park USD
Orange USD
Palos Verdes Peninsula USD*
Paradise USD
Patterson Joint USD
Pleasant Hill USD
Pleasanton USD
Powers USD*
Riverside USD
San Jose USD
San Lorenzo Valley USD
San Marcos USD
San Martin USD
San Ramon Valley USD
Santa Ana USD
Santa Monica-Malibu USD
Scandinavian USD
Shawlands Union SD
Sinai Valley USD
South Pasadena USD
South San Francisco USD
St. Helena USD
Tahoe Truckee USD
Torrance USD*
Tuttn USD
Val Verde USD
Vallejo City USD
Vista USD
Wadsworth Valley USD
West Contra Costa USD
Westside SD 64 (Nebraska)
Woodland Joint USD
Yucca Valley USD

Statewide Measures
Proposition 1 2018 - Veterans and Affordable Housing Act
Proposition 2 2018 - Homeless Mental Health Housing Act

High School Districts
Campbell Union High SD
Carroll Joint Union High SD
DeLuna Joint Union High SD
East Side Union High SD
Fremont Unified High SD*
Fullerton Joint Union High SD
Galt Joint Union High SD
Grant Joint Union High SD
Jefferson Union High SD
Los Gatos-Saratoga Union High SD
Mountain View-Los Altos High SD
Nevada Union High SD
Oakland Joint High SD
Oakland Joint High SD
Pleasant Valley Joint High SD
Pleasanton Union High SD
San Benito High SD
San Diego High Union SD
San Diego High Union SD
San Mateo Union High SD
San Rafael High SD
Santa Clara County High SD
Santa Cruz County High SD
Santa Rosa High SD
Sequoia Union High SD
Temescal Union High SD
William S. Hart Union High SD

*Districts listed are projected managed by Charles Heath while at a prior firm.
AGENDA ITEM A-9

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 18, 2019

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify/Adopt
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify Submission of Grant Application to the Fresno Council of Governments for the 2019-20 Congestion Mitigation and Air Quality Improvement Program; and Adopt Resolution 19-26 Supporting and Implementing the Timely Use of Federal Transportation Funding for Five New Compressed Natural Gas School Buses

ITEM DESCRIPTION: It is recommended the Board ratify submission of a grant application to the Fresno Council of Governments for the 2019-20 Congestion Mitigation and Air Quality Improvement (CMAQ) program, which provides public education regarding the link between transportation and air quality and funds projects to reduce air pollution. The district submitted a grant application to replace five older diesel school buses with new compressed natural gas (CNG) buses with air conditioning. Due to the short timeline before the November 15, 2019 application deadline, ratification is requested.

The grant would provide $973,224 (88.53%) of the total $1,099,316 cost of five buses. The CMAQ program requires funds to be used in a "timely" manner. Adoption of the resolution confirms the district will meet the project schedule.

In 2016, Fresno Unified was awarded $474,290 from the CMAQ program for three new CNG buses that were received this semester, and in 2014 CMAQ provided $684,620 for four new CNG buses. In addition, two new CNG buses supported by Measure C funding were received in late November 2019. All new buses are equipped with air conditioning.

FINANCIAL SUMMARY: The grant will fund up to $973,224 for the purchase of up to five new CNG school buses with air conditioning. The district's contribution, $126,091, is not currently available in the Transportation Department budget and would be recommended to be provided from the General Fund if the grant is awarded.

PREPARED BY: Karin Temple, Chief Operating Officer

CABINET APPROVAL: Karin Temple, Chief Operating Office

DIVISION: 
PHONE NUMBER: (559) 457-3134

SUPERINTENDENT APPROVAL: 

[Signature]

Robert A. Nelson
RESOLUTION No. 19-26

RESOLUTION OF THE BOARD OF EDUCATION OF FRESNO UNIFIED SCHOOL DISTRICT SUPPORTING AND IMPLEMENTING THE TIMELY USE OF FUNDING FOR THE FIVE NEW COMPRESSED NATURAL GAS SCHOOL BUSES PROJECT FOR FUNDING UNDER THE FEDERAL TRANSPORTATION ACT: FAST ACT

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the “timely use” of State and Federal funding; and

WHEREAS, the Fresno Unified School District is able to apply for and receive Federal and State funding under the Federal Transportation Act; and

WHEREAS, the Fresno Unified School District desires to ensure that its project for five new CNG school buses are delivered in a timely manner to preclude the Fresno Region from losing those funds for non-delivery; and

WHEREAS, it is understood by the Fresno Unified School District that failure to meet project delivery dates for any phase of a project may jeopardize Federal or State funding to the region; and

WHEREAS, the Fresno Unified School District must demonstrate dedicated and available local matching funds; and

NOW THEREFORE BE IT RESOLVED, that the Fresno Unified School District Board of Education hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.

BE IT FURTHER RESOLVED, that failure to meet project delivery deadlines may be deemed as sufficient cause for the Fresno Council of Governments Policy Board to terminate an agency’s project and reprogram Federal/State funds as deemed necessary.

BE IT FURTHER RESOLVED, that the Fresno Unified School District Board of Education does direct its management and staff to ensure all projects are carried out in a timely manner as per the requirements of AB 1012 and the directive of the Fresno Unified School District Board of Education.

THE RESOLUTION was passed and adopted by the Fresno Unified School District Board of Education on this 18th day of December, 2019 by the following vote:

AYES: 5
NOES: 0
ABSENT: 2
ABSTAINED: 0
I, Claudia Cazares, President of the Fresno Unified School District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution if on file in office of said Board.

[Signature]
President of the Board of Education
Fresno Unified School District

I, Carol Mills, J.D., Clerk of the Board of Education of the Fresno Unified School District, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District at a regular meeting thereof held on the 18th day of December 2019, by the above described vote of the Governing Board.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed, the official seal of the Fresno Unified School District Governing Board this 18th day of December 2019.

[Signature]
Clerk of the Board of Education
Fresno Unified School District
FRESNO UNIFIED SCHOOL DISTRICT
2019-2020 CMAQ PROJECT TITLE

Five New Compressed Natural Gas School Buses
AGENDA ITEM A-10

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify Agreement with Claremont Partners

ITEM DESCRIPTION: Included in the Board binders is an agreement with Claremont Partners for data analytic services.

The Joint Health Management Board (JHMB) has utilized the services of Claremont Partners since November 2008. In addition to data integration services provided by Claremont Partners, other initiatives include or have included pharmacy benefit management consulting services, enhanced primary care services and evaluation of work site health clinics.

This agreement provides for a limited number of consulting hours to provide necessary prescription data in support of JHMB’s Request for Information (RFI) relative to assessment of a work site health clinic. The cost for services is based upon an hourly rate of $200 per hour. The total cost for these services is $5,030.

This agreement is presented to the Board for approval as the district has other contracts in effect with Claremont Partners and the cumulative total of all agreements is in excess of the minimum amount requiring Board of Education approval.

These services are in alignment with the Joint Health Management Board’s established goals and responsibilities for providing high quality health care to active employees and retirees.

FINANCIAL SUMMARY: Sufficient funds in the amount of $5,030 are available in the Health Internal Service Fund.

PREPARED BY: Andrew De La Torre
Executive Director

DIVISION: Administrative Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Ruth F. Quinto
Deputy Superintendent/CFO

SUPERINTENDENT APPROVAL:
Fresno Unified School District
Independent Contractor Services Agreement

Routing sheet must be completed and placed on top of contract agreement

GENERAL INFORMATION
School/Department Budget: 670-0841-0880-0000-6000-5899
District Contact Person: Andrew De La Torre
Budget Manager Approval: Claremont Partners
Contractor’s Vendor Name: Bre Yamaoka
Contractor’s Contact Person: Claremont Partners
Contractor’s Title: Health Program Integration Lead
Contractor’s Telephone Number: 888-615-5999
Contractor’s E-mail: byamaoka@claremontpartners.net
Contractor’s Address: 1050 Marina Village, Ste. 203 Alameda, CA 94501

This Independent Contractor Services Agreement is made and entered into effective 06/01/2019 (the “Effective Date”) by and between the Fresno Unified School District ("District") and Claremont Partners ("Contractor").

1. Contractor Services. Contractor agrees to provide
   Perform data analysis in conjunction with the Health Center Request for Information (RFI) project for Employer Sponsored On-Site Health Clinics.
2. **Contractor Qualifications.** Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. **Term.** This Agreement shall begin on 06/01/2019, and shall terminate on 08/31/2019. There shall be no extension of the term of the Agreement without express written consent from all parties.

4. **Payment.** District agrees to pay Contractor at following rate of $5,030.00 per contract. Checks will be made payable to Claremont Partners. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. **Incidental Expenses:**
   - Lodging $0.00 Actual cost of single occupancy. Not to exceed $100 per night. *Receipt Required.
   - Meals $0.00 Reimbursement limited to actual cost up to the following rates:
     - Breakfast $12.20; Lunch $18.30; Dinner $30.50. *Receipt Required.
   - Travel $0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   - Supplies $0.00 As negotiated with school/department contracting for service.
   - Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $5,030.00

6. **Employment.** Are you a current FUSD employee?  
   - Yes  
   - No

7. **CalPERS & CalSTRS.** Are you a CalPERS or CalSTRS retiree?  
   - Yes  
   - No

8. **California Residency.** Contractor is a resident of the State of California:  
   - Yes  
   - No

9. **Conflict of Interest.** Contractor does not have, nor does the Contractor anticipate having, any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

10. **Termination of Agreement.** Either District or Contractor may terminate this Agreement at any time for any reason upon written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

11. **Indemnity.** The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, from and against claims, damages, losses, and expenses (including, but not limited to attorney’s fees and costs including fees of consultants) arising out of or resulting from: performance of the contract (including, but not limited to) the Contractor’s use of the site; the Contractor’s completion of the duties under the contract; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

12. **Insurance.** Without limiting Contractor’s indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million ($1,000,000) dollars per occurrence, two million ($2,000,000) dollars annual aggregate limit. Business Automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million ($1,000,000) dollars per occurrence. The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and Endorsements shall be attached to the Agreement as proof of insurance. The Contractor’s policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. Contractor shall produce the policy for District, upon request.

13. **Independent Contractor Status.** While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
14. **Workers’ Compensation Insurance.** Contractor agrees to provide all necessary workers’ compensation insurance for Contractor’s employees, if any, at Contractor’s own cost and expense.

15. **Taxes.** Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. In particular, District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

16. **Assignment.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

17. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

18. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. **Amendments.** The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Fresno, California.

21. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

**District:**
Paul Rosencrans
Purchasing Department
Fresno Unified School District
4498 N. Brawley Avenue
Fresno, CA 93722

c: Andrew De La Torre
Benefits & Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

**Contractor:**
**Name:** Claremont Partners
**Address:** 1050 Marina Village, Ste. 203
Alameda, CA 94501

Revised 3/6/2019
Fresno Unified Independent Contract
22. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable federal and California laws.

23. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this Agreement and that failure to do shall constitute material breach.

24. Entire Agreement. This Agreement is intended by the Parties as the final expression of their Agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

25. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

26. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

27. Board Approval. For contracts in excess of $15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

Executed at Fresno, California, on the date and year first written above.

DISTRICT
Fresno Unified School District

Ruth F. Quinio, Deputy Superintendent/CFO

Date

CONTRACTOR
Claremont Partners

BRE YAMAOKA, HEALTH PROGRAM INTEGRATION LEAD

Date

Approved As To Form:

Andrew De La Torre, Executive Director
Benefits and Risk Management

Date

Revised 3/6/2019
Fresno Unified Independent Contract
AGENDA ITEM A-11

TITLE AND SUBJECT: Ratify Grant Award for the 2019 Fansler Foundation Grant Program for Rata High School

ITEM DESCRIPTION: Ratification is requested for a grant award from the Fansler Foundation for Rata High School. The Fansler Foundation is a non-profit, public benefit corporation that primarily supports organizations to assist developmentally challenged youth.

Rata High School was awarded $52,590 to purchase one handicap accessible van that will support the special transportation needs of their students. The van will provide seating for eight passengers with one wheelchair tie down. The use of this van will provide students greater access to transportation for school trips and job skills training. Additionally, the van will improve opportunities for Rata students to experience Goal 2 activities – All students will engage in arts, activities, and athletics.

FINANCIAL SUMMARY: The grant award is $52,950.

PREPARED BY: Brian Beck, Assistant Superintendent

CABINET APPROVAL: Kim Mecum, Chief Academic Officer

DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

SUPERINTENDENT APPROVAL: Robert A. Nelson
AGENDA ITEM A-12

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify Grant Award from Kaiser Permanente Foundation

ITEM DESCRIPTION: Ratification is requested for a grant award from Kaiser Permanente Foundation in the amount of $150,000 to install electrical access docking stations. These docking stations will be used for the Fresno Unified Mobile Medical Unit at the storage yard and at as many as eight regional high school sites. The Mobile Medical Unit will display the Kaiser logo as acknowledgment of the sponsorship.

The benefit of secure and reliable electrical service at the storage yard mitigates the current reliability issue which puts the stored vaccines at risk. Access to electrical service at the regional sites will reduce the operational cost of the unit (fuel and generator servicing based on use of hours) and will reduce the production of pollutants. Additionally, with electrical access, the Mobile Medical Unit will be able to operate on-site for a longer duration not limited to the fuel available for the generator.

FINANCIAL SUMMARY: Fresno Unified School District will receive $150,000 in the one-year grant period, no match is required.

PREPARED BY: Brian Beck, Assistant Superintendent

CABINET APPROVAL: Kim Mecum, Chief Academic Officer

DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

SUPERINTENDENT APPROVAL:
AGENDA ITEM A-13

TITLE AND SUBJECT: Ratify Change Orders for the Projects Listed Below

ITEM DESCRIPTION: Included in the Board binders is information on Change Orders for the following projects:

Bid 18-13, Duncan Polytechnical High School Career Technical Education (CTE) Classroom Building Construction and Alteration to Existing Shop Building
Change Order 5 (CTE Building) includes but may not be limited to: compensable weather related delay.

Total Contract Amount (CTE Building & Shop Building): $ 8,665,000

Original Purchase Order Amount (CTE building): $ 5,577,000
Change Order(s) previously ratified (CTE building): $ 307,472
Change Order presented for ratification (CTE building): $ 45,000
New Purchase Order Amount (CTE building): $ 5,929,472

Bid 19-36, Fresno High School Locker Room and Weight Room HVAC Improvements
Change Order 1 includes but may not be limited to: replace damaged plywood sheathing; replace existing gas valve in main gym; remove portion of brace wall and cover end with plaster and paint; replace portion of plywood deck, and perform roof framing repairs and slope correction; replace damaged trusses at brace wall; repair HVAC unit; and increase contract duration 22 calendar days.

Original Contract Amount: $ 747,700
Change Order(s) previously ratified: $ 0
Change Order presented for ratification: $ 36,419
New Contract Amount: $ 784,119

Bid 19-47, Pyle Elementary School Portable Restroom Relocation and Infrastructure
Change Order 2 includes but may not be limited to: expand concrete retaining curb to accommodate playground equipment; install additional gate panic hardware; replace deteriorated wall framing and existing floor drains; add support frame rails for accessible drinking fountain; and increase contract duration 68 calendar days.
Total Contract Amount: $449,000
Change Order(s) previously ratified: $6,571
Change Order presented for ratification: $16,713
Total Contract Amount: $472,284

Bid 19-50 Sections A and B, Portable Classroom Relocation and Infrastructure for Various Schools: Ewing, Kirk, Phoenix Elementary, Sunset, Vang Pao and Wilson Elementary Schools
Change Order 1 (Ewing) includes but may not be limited to: replace HVAC disconnect and wiring at two relocatable buildings; and increase contract duration 5 calendar days.
Change Order 1 (Kirk) includes but may not be limited to: provide and install base rock at relocatable building footprint for foundation; and increase contract duration 3 calendar days.
Change Order 1 (Sunset) includes but may not be limited to: repair damaged concrete pads; additional mobilization for installation of accessible parking; and increase contract duration 8 calendar days.
Change Order 1 (Vang Pao) includes but may not be limited to: trenching to locate existing fire line; provide and install base rock at relocatable building footprint for foundation; and increase contract duration 9 calendar days.

Total Contract Amount Sections A and B – Ewing, Kirk, Phoenix Elementary, Sunset, Vang Pao and Wilson: $2,800,000
Original Purchase Order Amount (Ewing): $460,901
Change Order(s) previously ratified (Ewing): $0
Change Order presented for ratification (Ewing): $557
New Purchase Order Amount (Ewing): $461,458
Original Purchase Order Amount (Kirk): $388,620
Change Order(s) previously ratified (Kirk): $0
Change Order presented for ratification (Kirk): $1,848
New Purchase Order Amount (Kirk): $390,468
Original Purchase Order Amount (Sunset): $627,519
Change Order(s) previously ratified (Sunset): $0
Change Order presented for ratification (Sunset): $5,550
New Purchase Order Amount (Sunset): $633,069
Original Purchase Order Amount (Vang Pao): $372,692
Change Order(s) previously ratified (Vang Pao): $0
Change Order presented for ratification (Vang Pao): $5,527
New Purchase Order Amount (Vang Pao): $378,219

FINANCIAL SUMMARY: $45,000 is available in the Measure Q Fund for Bid 18-13; $16,713 is available in the General Fund for Bid 19-47; and $49,901 is available in the Measure X Fund for Bids 19-36 and 19-50.
CHANGE ORDER

PROJECT NAME:
Duncan Polytechnic High School
CTE Shop Building Addition

CHANGE ORDER No.: 005
DSA File No.: 10-H8
Application No.: 02-115893

CONTRACTOR:
Soltek Pacific Construction Company
1080 Holland Ave
Clovis CA 93612

DESIGNER'S PROJECT No.: 1620.0
FUSD BID/CONTRACT No.: 18-13
CONTRACTOR P.O. No.: 

The original Contract Sum was ........................................ $ 5,577,000.00
Net change by previously authorized Change Orders .................. $ 307,471.50
The Contract Sum prior to this Change Order was ....................... $ 5,884,471.50
The Contract Sum will be adjusted by ........................................ $ 45,000.00
The new Contract Sum, including this Change Order will be ........... $ 5,929,471.50
The Contract Completion date prior to this Change Order was ........... 12/13/2018
The Contract Time will be adjusted by ........................................ (242) Calendar Days
The new Contract Completion date, including this Change Order is therefore .................. 8/12/2019

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:
Darden Architects, Inc.
6790 N. West Avenue
Fresno, CA 93711

Accepted by:
Soltek Pacific Construction Co
1080 Holland Ave
Clovis CA 93612

Authorized by:
Fresno Unified School District
4600 N. Briley
Fresno, CA 93722

By: Ty Brewer
Date: 10/5/19

ARCHITECT/ENGINEER:

OWNER:

By: Alex Belanger
Date: 

Change Order Summary
Page 1 of 1
You are directed to make the following changes in this Contract:

Item 5-1  
DESCRIPTION OF CHANGE:
Non-compensable weather related delays

REASON FOR CHANGE:
Non-compensable weather-related delays from 12/3/2018 to 1/3/2019

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item: 
Time adjustment by this Change Order Item: Increase $ - Increase 31 Days

Item 5-2  
DESCRIPTION OF CHANGE:
Compensable project related delays

REASON FOR CHANGE:
Compensable project related delays from 1/3/2019 thru 3/15/2019

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item: Increase $ 45,000.00
Time adjustment by this Change Order Item: Increase 71 days

Item 5-3  
DESCRIPTION OF CHANGE:
Add 140 Calendar Days to Contract duration. FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all rights it has under the Contract or applicable law. No compensation is due to Contractor for the additional days identified in this Change Order.

REASON FOR CHANGE:
Contract time extension to accommodate minor project close-out activities.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item: 
Time adjustment by this Change Order Item: Increase $ - Increase 140 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: INCREASE $ 45,000.00
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER: INCREASE 242 DAYS
CHANGE ORDER

PROJECT NAME:
Fresno High School Gymnasium Cooling Addition Phase 2
1839 N. Echo Ave.
Fresno, CA. 93704

CONTRACTOR:
American Incorporated
1839 N. American St.
Visalia, CA 93291

DESIGNER'S PROJECT No. :
17059

FUSD BID/CONTRACT No. :
19-36

The original Contract Sum was .......................................................... $ 747,700.00
Net change by previously authorized Change Orders ..........................................................
The Contract Sum prior to this Change Order was .......................................................... $ 747,700.00
The Contract Sum will be adjusted by .......................................................... $ 36,418.51
The new Contract Sum, including this Change Order will be .......................................................... $ 784,118.51
The Contract Completion date prior to this Change Order was .......................................................... 10-Oct
The Contract Time will be adjusted by .......................................................... 22 Days
The new Contract Completion date, including this Change Order is therefore .......................................................... 1-Nov

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by: Mechanical Design Concept
7084 N. Maple Ave. Ste 101
Fresno, CA 93720

By: Stephen Becker
Date: 10-17-19

Accepted by: American Incorporated
1345 N. American St.
Visalia, CA 93291

By: Michael King
Date: 10-22-19

Authorized by: Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

By: Alex Beringer
Date: 10-27-19
CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1 DESCRIPTION OF CHANGE: Provide 30A, 480V, 3 Pole, NEMA 3R fused disconnects for AC units 5A & 5B in lieu of 50 AMP shown on documents.

REASON FOR CHANGE: 30 AMP Breaker is appropriate size for new equipment.

CHANGE CATEGORY: District and Designer

DOCUMENT REFERENCE: RFI #1

Amount of this Change Order Item: Decrease $ 91.02
Time adjustment by this Change Order Item: Increase 0 Days

Item 1-2 DESCRIPTION OF CHANGE: Replace roof plywood sheeting that has dry-rot damage where BU roofing was removed to install MUA-2. Work performed on a time and material basis.

REASON FOR CHANGE: Existing roof plywood sheathing was found to have dry-rot damage.

CHANGE CATEGORY: Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item: Increase $ 4,181.76
Time adjustment by this Change Order Item: Increase 0 Days

Item 1-3 DESCRIPTION OF CHANGE: 1. Remove and replace existing natural gas valve in main gym. 2. Locate and repair gas leak on 1 1/2" gas feed to weight room. 3. Perform all work on T&M basis.

REASON FOR CHANGE: Existing gas line required repair prior to connecting new equipment.

CHANGE CATEGORY: Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE: RFI #18

Amount of this Change Order Item: Increase $ 3,055.01
Time adjustment by this Change Order Item: Increase 0 Days
Item 1-4
DESCRIPTION OF CHANGE:
Provide all labor and materials as required to perform the following: Remove a portion of fin wall per sheet SD-02. Cover end of fin wall with cement plaster and paint to match existing. Patch roofing at removed wall to match existing.
REASON FOR CHANGE:
Existing roof truss was found to have dry-rot damage.
CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.
DOCUMENT REFERENCE:
RFQ #1
Amount of this Change Order Item: Increase $ 3,990.27
Time adjustment by this Change Order Item: Increase 0 Days

Item 1-5
DESCRIPTION OF CHANGE:
Roof Deck Adjustment: A. Remove existing plywood and gypboard sheathing from area noted to expose roof framing. See Drawing A4C. B. Shimming of existing rafters and replacement of plywood deck to achieve best roof slope per existing deck conditions. See Drawing A4XC.
REASON FOR CHANGE:
To expose existing roof framing conditions to determine proper roof deck repairs and slope correction.
CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.
DOCUMENT REFERENCE:
OTP #2
Amount of this Change Order Item: Increase $ 7,699.81
Time adjustment by this Change Order Item: Increase 0 Days

Item 1-6
DESCRIPTION OF CHANGE:
Remove and replace dry-rot damaged trusses per DSA approved CCD #2. Perform work on T&M basis.
REASON FOR CHANGE:
Existing roof trusses in adjacent area were found to have dry-rot and require replacing.
CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.
DOCUMENT REFERENCE:
CCD #2
Amount of this Change Order Item: Increase $ 16,851.53
Time adjustment by this Change Order Item: Increase 22 Days
Item 1-7

DESCRIPTION OF CHANGE:
HVAC unit AC-5 Repair Work: Diagnose unit failure, replace belt, replace AC filters and thermostats. Perform subject work on a T&M basis.

REASON FOR CHANGE:
HVAC unit was found to be non-operational.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item: Increase $731.15
Time adjustment by this Change Order Item: Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: INCREASE $36,418.51
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER: INCREASE 22 Days
CHANGE ORDER

PROJECT NAME:
Pyle Elementary School Portable Restroom Relocation and Infrastructure
4140 N Augusta
Fresno, CA 93726

CONTRACTOR:
Haus Construction Inc.
1479 W. Barstow Avenue
Fresno, CA 93711

DESIGNER'S PROJECT No. : 5320
FUSD BID/CONTRACT No. : 19-47
CONTRACTOR P.O. No. :

CHANGE ORDER No. : 002
DSA File No. : 10-H8
Application No. : 02-117523

The original Contract Sum was ............................................. ................................................................. $ 449,000.00
Net change by previously authorized Change Orders .......................................................... $ 6,571.40
The Contract Sum prior to this Change Order was ........................................................... $ 455,571.40
The Contract Sum will be adjusted by .................................................................................. $ 16,712.78
The new Contract Sum, including this Change Order will be .............................................. $ 472,284.18
The Contract Completion date prior to this Change Order was ........................................ 4-Aug-19
The Contract Time will be adjusted by ................................................................................ (68) Calendar Days
The new Contract Completion date, including this Change Order is therefore .................... 10/11/2019

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:
Integrated Designs
6011 N. Fresno St., # 130
Fresno, CA 93710
ARCHITECT/ENGINEER:

By: Curtis Flynn
Date: 10/80/19

Accepted by:
Haus Construction Inc.
1479 W. Barstow Avenue
Fresno, CA 93711
CONTRACTOR:

By: Mark Kerkorian
Date: 10/29/19

Authorized by:
Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722
OWNER:

By: Alex Boringer
Date: 10/29/19

Change Order Summary
Page 1 of 1
Item 2-1

DESCRIPTION OF CHANGE:
Provide 160 LF of 6'-0" high temporary fence around play pit.

REASON FOR CHANGE:
Added safety measures to secure play pit until play structure is installed in October.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFQ #6

Amount of this Change Order Item: Increase $891.00
Time adjustment by this Change Order Item: 0 Days

Item 2-2

DESCRIPTION OF CHANGE:
Add 8'-0" LF to play pit concrete wall. Increase size of play pit approximately 8' Feet.

REASON FOR CHANGE:
Enlarge play pit to accommodate owner provided play structure.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
A/E Email

Amount of this Change Order Item: Increase $1,442.29
Time adjustment by this Change Order Item: 5 Days

Item 2-3

DESCRIPTION OF CHANGE:
Delete 3 lever latches and furnish and install 2 gates with panic hardware, closers and 1" mesh.

REASON FOR CHANGE:
Revise hardware to align with current district standards.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFQ #4.2

Amount of this Change Order Item: Increase $1,980.00
Time adjustment by this Change Order Item: 3 Days
Item 2-4
DESCRIPTION OF CHANGE:
Replace dry rotted wall framing at southwest corner of existing portable building.

REASON FOR CHANGE:
During construction contractor discovered conceded dry rot damage.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP #1

Amount of this Change Order Item: Increase $1,136.30
Time adjustment by this Change Order Item: 5 Days

Item 2-5
DESCRIPTION OF CHANGE:
Add concrete curb around portable restroom building.

REASON FOR CHANGE:
Concrete curb was added around portable building to minimize tripping hazard due to design grades and building foundation.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFQ #5

Amount of this Change Order Item: Increase $2,559.78
Time adjustment by this Change Order Item: 5 Days

Item 2-6
DESCRIPTION OF CHANGE:
Replace existing rotted floor drains at portable restroom and re-connect to new water line.

REASON FOR CHANGE:
During construction contractor discovered that the existing drains were rotted.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
Site Review

Amount of this Change Order Item: Increase $5,405.00
Time adjustment by this Change Order Item: 5 Days
Item 2-7  
DESCRIPTION OF CHANGE:
Remove approx. 8.5' x 11' concrete sidewalk. Investigate water leak, dowel in rebar to existing concrete and pour new concrete.

REASON FOR CHANGE:
Due to an existing water leak, side walk had to removed, leak located and fixed and new sidewalk poured.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP #2

Amount of this Change Order Item: Increase $ 872.33
Time adjustment by this Change Order Item: 0 Days

Item 2-8  
DESCRIPTION OF CHANGE:
Fabricate and install support frame for Haws Model 1119.14 Hi-Low drinking fountain with new safety railings per drawings CCD-01, CCD-02 and CCD-03.

REASON FOR CHANGE:
Originally specified drinking fountain was changed to align with current District standards.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item: Increase $ 2,138.84
Time adjustment by this Change Order Item: 0 Days

Item 2-9  
DESCRIPTION OF CHANGE:
Provide and install insulation in the plumbing chase room of portable building.

REASON FOR CHANGE:
Added scope of work due to missing insulation in this area.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFQ #7

Amount of this Change Order Item: Increase $ 287.24
Time adjustment by this Change Order Item: 0 Days
DESCRIPTION OF CHANGE:
Add 45 Calendar Days to Contract duration.

FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all rights it has under the Contract or applicable law. No compensation is due to Contractor for the additional days identified in this Change Order.

REASON FOR CHANGE:
Contract time extension to accommodate minor project close-out activities.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

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<tr>
<th>Amount of this Change Order Item:</th>
<th>Increase $</th>
</tr>
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<td>Time adjustment by this Change Order Item:</td>
<td>45 Days</td>
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</table>

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: INCREASE $16,712.78
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER: INCREASE 68 DAYS
## Change Order

**PROJECT NAME:**
Ewing Elementary School  
4873 E Olive Ave  
Fresno, CA 93727

**CONTRACTOR:**
Davis Moreno Construction  
4720 N. Blythe Ave.  
Fresno, CA 93722

**DESIGNER’S PROJECT No.:**
1845

**FUSD BID/CONTRACT No.:**
19-50

**CONTRACTOR P.O. No.:**
562052A1

---

### Change Order Summary

- **Change Order No.:** 001
- **DSA File No.:** 10-48
- **Application No.:** 02-117548

### Change Order Details

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</tr>
<tr>
<td>Net change by previously authorized Change Orders</td>
<td>$-</td>
</tr>
<tr>
<td>The Contract Sum prior to this Change Order was</td>
<td>$460,901.00</td>
</tr>
<tr>
<td>The Contract Sum will be adjusted by</td>
<td>$556.60</td>
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<tr>
<td>The new Contract Sum, including this Change Order will be</td>
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<tr>
<td>The Contract Completion date prior to this Change Order was</td>
<td>9/1/2019</td>
</tr>
<tr>
<td>The Contract Time will be adjusted by</td>
<td>5 Calendar Days</td>
</tr>
<tr>
<td>The new Contract Completion date, including this Change Order is therefore</td>
<td>9/6/2019</td>
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</table>

**NOTE:** Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

---

**Recommended by:**
Gonzalez Architects  
7545 N. Del Mar Ave. #203  
Fresno, CA 93711

**By:** Juan M. Gonzalez  
**Date:** 10/23/19

**Accepted by:**
Davis Moreno Construction  
4720 N. Blythe Ave  
Fresno, CA 93722

**By:** JR Moreno  
**Date:** 10/23/19

**Authorized by:**
Fresno Unified School District  
4600 N. Britney  
Fresno, CA 93722

**By:** Alex Belanger  
**Date:** 10/23/19
CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:
Replace HVAC disconnect and wiring at relocatable buildings A and B.

REASON FOR CHANGE:
Existing disconnects and wiring were vandalized while in District storage.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item: Increase $ 556.60
Time adjustment by this Change Order Item: Increase 5 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: INCREASE $ 556.60
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER: INCREASE 5 DAYS
CHANGE ORDER

PROJECT NAME:
Kirk Elementary School
2000 E Belgravia Ave
Fresno, CA 93706

CONTRACTOR:
Davis Moreno Construction
4720 N. Blythe Ave.
Fresno, CA 93722

DESIGNER'S PROJECT No.:
FUSD BID/CONTRACT No.

CONTRACTOR P.O. No.:

The original Contract Sum was ................................................................. $ 388,620.00
Net change by previously authorized Change Orders ........................................ $ 0
The Contract Sum prior to this Change Order was ........................................ $ 388,620.00
The Contract Sum will be adjusted by .......................................................... $ 1,848.00
The new Contract Sum, including this Change Order will be ........................ $$ 390,468.00
The Contract Completion date prior to this Change Order was ....................... 9/1/2019
The Contract Time will be adjusted by ....................................................... 3 Calendar Days
The new Contract Completion date, including this Change Order is therefore ........ 9/4/2019

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:
Gonzalez Architects
7545 N. Del Mar Ave. #203
Fresno, CA 93711

ARCHITECT/ENGINEER:
By: Juan M. Gonzalez
Date: 10/23/19

Accepted by:
Davis Moreno Construction
4720 N. Blythe Ave
Fresno, CA 93722

CONTRACTOR:
By: JR Moreno
Date: 10-23-19

Authorized by:
Fresno Unified School District
4600 N. Brimley
Fresno, CA 93722

OWNER:
By: Alex Belanger
Date: 10/31/19

Change Order Summary
Page 1 of 1
CHANGE ORDER

Item 1-1

DESCRIPTION OF CHANGE:
Provide and install base rock at new relocatable buildings footprints for foundations.

REASON FOR CHANGE:
Base rock was utilized in lieu of dirt in wet areas to stay on delivery milestones of relocatables.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP #003

Amount of this Change Order Item:
Increase $1,848.00

Time adjustment by this Change Order Item:
Increase 3 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:
INCREASE $1,848.00

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:
INCREASE 3 DAYS

END OF CHANGE ORDER
CHANGE ORDER

PROJECT NAME:
Vang Pao Elementary School
4100 E Heaton Ave
Fresno, CA 93702

CONTRACTOR:
Davis Moreno Construction
4720 N. Blythe Ave.
Fresno, CA 93722

DESIGNER’S PROJECT No.:
FUSD BID/CONTRACT No.:
CONTRACTOR P.O. No.:

The original contract sum was .................................................. $ 372,692.00
Net change by previously authorized Change Orders .................................................. $ 0
The Contract Sum prior to this Change Order was .................................................. $ 372,692.00
The Contract Sum will be adjusted by .................................................. $ 5,527.37
The new Contract Sum, including this Change Order will be .................................................. $ 378,219.37
The Contract Completion date prior to this Change Order was .................................................. 9/1/2019
The Contract Time will be adjusted by .................................................. 9 Calendar Days
The new Contract Completion date, including this Change Order is therefore .................................................. 9/10/2019

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:
Gonzalez Architects
7545 N. Del Mar Ave. #203
Fresno, CA 93711

Accepted by:
Davis Moreno Construction
4720 N. Blythe Ave
Fresno, CA 93722

Authorized by:
Fresno Unified School District
4600 N. Broadway
Fresno, CA 93722

ARCHITECT/ENGINEER:
By: Juan M. Gonzalez
Date: 9/21/19

CONTRACTOR:
By: JR Moreno
Date: 9/23/19

OWNER:
By: Alex Belanger
Date: 9/23/19

Change Order Summary
Page 1 of 1
Item 1-1  
DESCRIPTION OF CHANGE:  
Trench and investigate exact locations of existing fire riser.  

REASON FOR CHANGE:  
Existing fire riser line was unable to be located from trace wire and as-builts.  

CHANGE CATEGORY:  
Unknown, Unforeseeable, Hidden condition.  

DOCUMENT REFERENCE:  
OTP #8  

Amount of this Change Order Item: Increase $3,205.06  
Time adjustment by this Change Order Item: Increase 4 Days  

Item 1-2  
DESCRIPTION OF CHANGE:  
Provide and install base rock at new relocatable buildings footprints for foundations.  

REASON FOR CHANGE:  
Base rock was utilized in lieu of dirt in wet areas to stay on delivery milestones of relocatables.  

CHANGE CATEGORY:  
District requested change.  

DOCUMENT REFERENCE:  
OTP #004  

Amount of this Change Order Item: Increase $1,353.00  
Time adjustment by this Change Order Item: Increase 3 Days  

Item 1-3  
DESCRIPTION OF CHANGE:  
Remove and dispose of two (2) trees including roots that are located in the building footprint.  

REASON FOR CHANGE:  
Existing trees were in building footprint. Removal of trees was not covered in construction documents.  

CHANGE CATEGORY:  
Designer E & O.  

DOCUMENT REFERENCE:  
OTP #001  

Amount of this Change Order Item: Increase $969.31  
Time adjustment by this Change Order Item: Increase 2 Days  

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: INCREASE $5,527.37  
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER: INCREASE 9 DAYS
CHANGE ORDER

PROJECT NAME:
Sunset Elementary School
1755 S Crystal Ave
Fresno, CA 93706

CONTRACTOR:
Davis Moreno Construction
4720 N. Blythe Ave.
Fresno, CA 93722

DESIGNER'S PROJECT No.:

FUSD BID/CONTRACT No.:

CONTRACTOR P.O. No.:

The original Contract Sum was ................................................................. $ 627,519.00
Net change by previously authorized Change Orders .............................................. $ -
The Contract Sum prior to this Change Order was .................................................. $ 627,519.00
The Contract Sum will be adjusted by ............................................................... $ 5,549.89
The new Contract Sum, including this Change Order will be ...................................... $ 633,068.89
The Contract Completion date prior to this Change Order was ................................. 9/1/2019
The Contract Time will be adjusted by ............................................................... 8 Calendar Days
The new Contract Completion date, including this Change Order is therefore .................... 9/9/2019

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Change Order Summary
Page 1 of 1
DESCRIPTION OF CHANGE:
Repair broken areas of concrete pads at five locations identified onsite per detail 2/CA6.01.

REASON FOR CHANGE:
During delivery of relocatables by portable manufacturer, delivery truck damaged concrete pads.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP #005

Amount of this Change Order Item: Increase $ 4,559.89
Time adjustment by this Change Order Item: Increase 5 Days

DESCRIPTION OF CHANGE:
Additional mobilization to install asphalt paving at entrance to school near accessible parking.

REASON FOR CHANGE:
Remobilization was necessary for subject work to be performed prior to remaining paving work.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP #010

Amount of this Change Order Item: Increase $ 990.00
Time adjustment by this Change Order Item: Increase 3 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: INCREASE $ 5,549.89
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER: INCREASE 8 DAYS
AGENDA ITEM A-14

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify the Filing of Notices of Completion

ITEM DESCRIPTION: Included in the Board binders are Notices of Completion for the following projects, which have been completed according to plans and specifications:

Bid 19-26 Sections A and B, Boiler Replacement for Various Schools: Balderas and Centennial Elementary Schools, Cooper Middle School, and McLane High School
For Information Only
Original contract amount: $578,500
Change Order(s) previously ratified: $11,901
New Contract amount: $590,401

Bid 19-47, Pyle Elementary School Portable Restroom Relocation and Infrastructure
For Information Only
Original contract amount: $449,000
Change Order(s) previously ratified: $23,284
New Contract amount: $472,284

FINANCIAL SUMMARY: Retention funds are released in accordance with contract terms and California statutes.

PREPARED BY: Edward Collins,
Executive Director, Purchasing

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

SUPERINTENDENT APPROVAL:
NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 9204, must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is FRESNO UNIFIED SCHOOL DISTRICT

3. The full address of the owner is 2309 Tulare Street, Fresno, California 93721

4. The nature of the interest or estate of the owner is: IN FEE

5. A work of improvement on the property hereinafter described was completed on October 15, 2019. The work done was Boiler Replacement for Various Schools Bid No. 19-26, Sec A & B

6. The Name of the contractor, if any, for such work of improvement was: Strategic Mechanical, Inc. 4661 E. Commerce Avenue, Fresno, CA 93725 April 11, 2019 (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Address</th>
<th>DSA No.</th>
</tr>
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<tbody>
<tr>
<td>Balderas Elementary School</td>
<td>4625 E. Florence Ave., Fresno, CA 93725</td>
<td>n/a</td>
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<tr>
<td>Centennial Elementary School</td>
<td>3830 E. Saginaw Way, Fresno, CA 93726</td>
<td>n/a</td>
</tr>
<tr>
<td>Cooper Middle School</td>
<td>2277 W. Bellaire Way, Fresno, CA 93705</td>
<td>n/a</td>
</tr>
<tr>
<td>McLane High School</td>
<td>2727 N. Cedar Ave., Fresno, CA 93703</td>
<td>n/a</td>
</tr>
</tbody>
</table>

Date: October 30, 2019

Edward Collins, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the Executive Director of Purchasing, the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executive on October 30, 2019 at Fresno,
Edward Collins, Executive Director of Purchasing
Fresno Unified School District
NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 9204, must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is FRESNO UNIFIED SCHOOL DISTRICT
3. The full address of the owner is 2309 Tulare Street, Fresno, California 93721
4. The nature of the interest or estate of the owner is: IN FEE
   (If other than “In Fee” an insert, for example, “Purchase under contract of Purchase”, “or lease”)
5. A work of improvement on the property hereinafter described was completed on October 11, 2019.
   The work done was Pyle Elementary School Portable Restroom Relocation and Infrastructure
6. The Name of the contractor, if any, for such work of improvement was:
   Haus Construction, Inc. 1479 W. Barstow Ave., Fresno, CA 93711 May 16, 2019
   (IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT “NONE”)
   (DATE OF CONTRACT)
7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:
   Pyle Elementary School 4140 N. Augusta Ave., Fresno, CA 93726 DSA No. 02-117523
   Date: October 18, 2019

VERIFICATION

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 18, 2019 at Fresno,

Edward Collins, Executive Director of Purchasing
Fresno Unified School District
AGENDA ITEM B-15

TITLE AND SUBJECT: Discuss and Decide in the Matter of the Aspen Ridge High School Charter Petition

ITEM DESCRIPTION: Available in the Board office for review is a petition presented by Aspen Public Schools, Inc. for the establishment of a new charter, Aspen Ridge High School (ARHS), to operate July 1, 2020 through June 30, 2025.

ARHS seeks to open in the Fall of 2020 with approximately 100 freshmen, expanding each year to ultimately reach 420 students in grades nine through twelve. ARHS students will receive academic instruction utilizing the web-based Summit Learning Platform. All students meeting eligibility requirements will have the opportunity for dual enrollment at Fresno City College.

The school's mission is to transform the community by developing exceptional leaders. The proposed location will be 2025 E. Dakota, in central Fresno.

The charter petition was presented to the Board for a receipt on November 20, 2019, and a Public Hearing was held at the December 11, 2019 Board meeting. These dates meet the established timeline for the Establishment of Charter Schools found in EC 47605(a) and (b).

FINANCIAL SUMMARY: The estimated fiscal impact to Fresno Unified School District for 2020/21 is $789,672.

PREPARED BY: Debra Odom, Manager I, Charter Office

CABINET APPROVAL: Kim Mecum, Chief Academic Officer

DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

SUPERINTENDENT APPROVAL:
To: Fresno Unified Board of Education
From: District Charter Review Team
Date: December 13, 2019

Subject: Report of Factual Findings regarding the Aspen Ridge High School Charter Petition

ACTION REQUESTED: The Fresno Unified School District Charter Review Team (“Review Team”) has reviewed the request by Aspen Public Schools Incorporated, a California non-profit public benefit corporation, for the Aspen Ridge High School (“ARHS”) Charter Petition for the charter term of July 1, 2020 through June 30, 2025. The purpose of this Report of Factual Findings is to provide a detailed discussion of the Review Team’s review, concerns, and findings related to the Charter Petition.

This Report of Factual Findings is intended to provide the factual basis for a resulting decision by the Fresno Unified Board of Education. It is not intended to identify every deficiency in the petition or to address all the pertinent items for a new charter petition. All ensuing details are specific to Aspen Ridge High School and Aspen Public Schools.

I. BACKGROUND

Valley Preparatory Academy started as a tutorial center located at an apartment complex in 2001 staffed by local church volunteers. In August 2004, Valley Preparatory Academy charter school, operated by Valley Preparatory Academy, Incorporated, opened as an independent study program authorized by Fresno Unified School District (the “District”) and, one year later, moved to its current location at 4221 North Hughes Avenue. In 2007, the charter school transformed into a site-based program with an independent study component. As part of the 2012 renewal, the independent study component was eliminated. The school leased space on a church campus (across from Wilson Elementary), initially sharing the campus with the church operations and a private preschool. In 2013, Jacquelyn Gates LLC was created to purchase the 4½ acre campus, from which the charter school now leases the site.

On January 6, 2016, the Fresno Unified Board of Education approved Aspen Public School, a replication of Valley Preparatory Academy, for a one-year term from July 1, 2016 through June 30, 2017. Aspen Public School opened in August 2016 at 1400 E. Saginaw with grades TK-2. The campus has expanded each year and will ultimately reach grades K-8.

On February 8, 2017, the Fresno Unified Board of Education renewed Valley Preparatory Academy with a name change to Aspen Valley Prep Academy (“AVPA”). On April 5 of 2017, Aspen Public School was also renewed with a name change to Aspen Meadow Public School (“AMPS”). Both AVPA and AMPS were renewed for a five-year term from July 1, 2017 through June 30, 2022. In 2017, Valley Preparatory Academy, Incorporated, operator of both AVPA and AMPS, changed the name of the non-profit
Initially, Aspen Public Schools Incorporated attempted to make a material revision to AVPA’s charter petition to include a Middle College High School Program for grades 9-12. However, as the program was essentially a new charter petition for a high school, not a material revision to AVPA’s charter petition, Aspen Public Schools Incorporated agreed to submit a new charter petition to establish Aspen Ridge High School for the 2020-2021 school year. According to the petition, ARHS will begin with a 9th grade class of 100 freshmen students and add a grade level each year. At full capacity, ARHS will seek to serve 420 students in grades 9-12 beginning with the 2024-2025 school year.

ARHS plans to offer academic instruction utilizing the web-based Summit Learning Platform. All students meeting eligibility requirements will have the opportunity for dual enrollment at Fresno City College. The charter school’s mission is to transform the community by developing exceptional leaders. The target population is students who are most underserved: socio-economically disadvantaged (including those in extreme poverty), foster youth, and children who are homeless or experiencing housing instability.

II. CHARTER PETITION CRITERIA

Pursuant to Education Code section 47605(a)(1), “…a petition for the establishment of a charter school within a school district may be circulated by one or more persons seeking to establish the charter school. A petition for the establishment of a charter school shall identify a single charter school that will operate within the geographic boundaries of that school district. A charter school may propose to operate at multiple sites within the school district if each location is identified in the charter school petition. The petition may be submitted to the governing board of the school district for review after either of the following conditions is met: (A) The petition is signed by a number of parents or legal guardians of pupils that is equivalent to at least one-half of the number of pupils that the charter school estimates will enroll in the charter school for its first year of operation; or (B) The petition is signed by a number of teachers that is equivalent to at least one-half of the number of teachers that the charter school estimates will be employed at the charter school during its first year of operation.”

Therefore, in accordance with Education Code section 47605, which establishes the criteria for granting a charter petition, the Review Team reviewed the Aspen Ridge High School Charter Petition. The request was reviewed against the requirements of Education Code section 47605(b).

Education Code section 47605(b), which establishes the criteria for reviewing a charter petition, states:

(b) No later than 30 days after receiving a petition, in accordance with subdivision (a), the governing board of the school district shall hold a public hearing on the provisions of the charter, at which time the governing board of the school district shall consider the level of support for the petition by teachers employed by the school district, other employees of the school district, and parents. Following review of the petition and the public hearing, the governing board of the school district shall either grant or deny the charter within 60 days of receipt of the petition, provided, however, that the date may be extended by an additional 30 days if both parties agree to the extension. In reviewing petitions for the establishment of charter schools pursuant to this section, the chartering authority shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that the establishment of charter schools should be encouraged. The governing board of the school district shall grant a charter for the operation of a school under this part if it is satisfied that granting the charter is consistent with sound educational practice. The governing board of the school district shall not deny
a petition for the establishment of a charter school unless it makes written factual findings, specific to the particular petition, setting forth specific facts to support one or more of the following findings:

(1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.

(2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.

(3) The petition does not contain the number of signatures required by subdivision (a).

(4) The petition does not contain an affirmation of each of the conditions described in subdivision (d).

(5) The petition does not contain reasonably comprehensive descriptions of all of the following:

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

(ii) The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in paragraphs (2) to (8), inclusive, of subdivision (d) of Section 52060, that apply for the grade levels served by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.

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

(B) The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in paragraphs (2) to (8), inclusive, of subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.
(C) The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

(D) The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.

(E) The qualifications to be met by individuals to be employed by the charter school.

(F) The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:

(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

(ii) The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (H), inclusive, of paragraph (2) of subdivision (a) of Section 32282 and procedures for conducting tactical responses to criminal incidents.

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

(G) The means by which the charter school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.

(H) Admission policies and procedures, consistent with subdivision (d).

(I) The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.

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

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

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil’s basic rights.

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

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

(K) The manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security.

(L) The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.

(M) The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.

(N) The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter.

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

(6) The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.
### III. CHARTER PETITION REVIEW COMMITTEE ANALYSIS

A summary of the Review Team’s analysis related to the criteria listed above is provided in the following table.

<table>
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<tr>
<th>Criteria</th>
<th>Review Team Comments</th>
<th>Meets Criteria</th>
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<tbody>
<tr>
<td>1. The charter school presents a sound educational program for the pupils to be enrolled in the charter school.</td>
<td>As noted in the subsections below, there are several concerns with the educational program proposed for ARHS and, based thereon, revisions are required to the petition and the educational program at ARHS in order for the petition to be consistent with sound educational practice and for this element to be reasonably comprehensive. The Local Control Accountability Plan (LCAP) in Appendix S on pages 313-334 of the petition is just a template and does not appear completed. However, there are no red flags or issues that need to be addressed from the LCAPs for AVPA and AMPS. While provisions are made within the petition for addressing the academic needs of all students, including but not limited to students at-risk, with low and high achievement, English Learners, and students with disabilities on pages 38-49, there are concerns with how English Learners and students with disabilities will be supported in the educational program that has students working independently.</td>
<td>✓ With required revisions</td>
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<tr>
<td>2. The petitioners are demonstrably likely to successfully implement the program set forth in the petition.</td>
<td>Leadership: There is concern with the Site Director not having an administrative credential and his level of experience. However, the leadership of Aspen Public Schools has experience with charter schools through its operation of AVPA and AMPS. Academic Achievement: The academic achievement data for Aspen Public Schools is included in the petition on pages 145-158. The SBAC ELA and Math data do not start with the same year and are presented in a confusing and misleading manner that is different than...</td>
<td>✓ With required revisions</td>
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<td>Criteria</td>
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<td>the comparison schools’ data. The data must be streamlined and presented in the same years for comparison in the revised petition.</td>
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<tr>
<td>Fiscal Management:</td>
<td>The petition includes a five-year budget in Appendix Z on pages 412-417, a budget narrative in Appendix cc on pages 420-424, and a letter of support from Silicon Valley Schools in Appendix bb on page 419. The petition confirms timely reporting to the District on page 127. The petition does not address Aspen Public Schools’ history of missed enrollment projections.</td>
<td></td>
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<tr>
<td>Facilities:</td>
<td>The petition states ARHS will require 4 classrooms, a reception area, open learning space and office space during its first year and that it will be located at 2025 E. Dakota, Fresno, CA 93726 on page 128. A nonbinding letter of intent to lease with Fresno Rescue Mission is included in Appendix aa on page 418 and states that the building addresses are 3845 N. Clark and 3821 N. Clark, Fresno, CA 93726. There are concerns with whether ARHS will have enough space if it reaches its full capacity. There are currently other tenants at the complex. The petitioners also reference a “City Center” project at the Dakota address that ARHS will be a part of, but the petition does not provide any information about a “City Center” site in Fresno or who will be the other tenants. An explanation of what “City Center” is, along with the other tenants and whether there is a residential facility, must be included in the petition so that the Review Team can determine whether the location is appropriate for a charter high school. Further, as there is no actual lease with Fresno Rescue Mission, the Review Team</td>
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<td>is unable to determine if there will be provisions in the lease that could negatively impact ARHS and its educational program, including: (1) if Fresno Rescue Mission is able to terminate the lease at any time without cause, including during the school year, or if the lease is assured for the charter term; (2) whether it is ADA compliant; (3) if Fresno Rescue Mission is able to increase the rent during the term of the lease or if the rest is capped, determined on market value or based on percent of enrollment; and (4) whether the buildings/rooms will be leased for the exclusive use of ARHS or if some of the space will be shared. The petition must clarify this information for this element to be reasonably comprehensive.</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>3. The petition contains the number of signatures required by subdivision (a).</td>
<td>In Appendix A, the petition includes signatures of 49 parents meaningfully interested in having their children attend AVPA – Middle College High School Program, not ARHS on pages 132-138. The signatures are dated between January 31, 2019 and August 13, 2019. A narrative in the petition on pages 130-131 explains these signatures were obtained for the material revision to AVPA’s charter petition and, due to time constraints, the petitioners were unable to obtain new signatures for ARHS. An email dated October 31, 2019 notifies potential parents of the intention to open ARHS in August 2020 and only 8 parents responded they were interested in sending their child to ARHS. However, the petition also includes signatures of 4 teachers who are meaningfully interested in teaching at Aspen Ridge High School on page 139. According to the petition, ARHS will have 5 teachers during its first year. Of note, all 4 teachers who signed are currently employed at AVPA, including one who is on the leadership team as the Summit Director.</td>
<td>✅</td>
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<td>Criteria</td>
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<td><strong>4.</strong> The petition contains an affirmation of each of the conditions described in subdivision (d)</td>
<td>The petition contains an affirmation of each of the conditions on pages 6-8.</td>
<td>✓</td>
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<td><strong>5.</strong> The petition contains reasonably comprehensive descriptions of all of the following:</td>
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A. The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.

The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in paragraphs (2) to (8), inclusive, of subdivision (d) of Section 52060, that apply for the grade levels served by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.

If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as

The description of the educational program contains the components required in Education Code section 47605(b)(5).

According to the petition, the educational program at ARHS will be a dual enrollment program using the Summit Learning Platform. However, it is unclear which students will be dual enrolled and exactly what aspects of the educational program will be classroom-based dual enrollment courses or via the Summit Learning Platform. The petitioners must include a plan in the petition regarding how the educational program at ARHS is going to work. The petition must clearly delineate which courses will be classroom-based, Summit Learning, concurrent enrollment, and distance learning. Information must be provided regarding the educational program for students who are not in the dual enrollment program. Further, a detailed explanation of the Summit Learning program and all distance learning programs ARHS will use must be included in the petition.

Based on the current information in the petition, the Review Team does not see how the educational program will work and this whole section must be revised to be reasonably comprehensive.

See pages 15-49

<p>| | With required revisions | |</p>
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<td>creditable under the “A to G” admissions criteria may be considered to meet college entrance requirements.</td>
<td>Pupil outcomes and those aligned with the state priorities are included in the petition. The petition references that all students will fulfill UC/CSU A-G course requirements with the caveat that this will not apply to students who are in special education. For those students who are not in special education, there are concerns about how ARHS will guarantee that each of them will be UC/CSU compliant. A copy of the Local Control Accountability Plan template is included in Appendix S of the petition. <em>See</em> pages 50-64 and Appendix S: Local Control Accountability Plan on pages 313-334.</td>
<td>✓ With required revisions</td>
</tr>
<tr>
<td>B. The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in paragraphs (2) to (8), inclusive, of subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.</td>
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<td>C. The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.</td>
<td>The petition identifies the methods by which pupil progress will be measured. This description includes both the assessment tool and frequency of the assessment. The petition also describes the methods ARHS will use to review and respond to assessment data in an effort to meet the educational needs of all students for continuous improvement. <em>See</em> pages 65-69</td>
<td>✓</td>
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<td>D. The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.</td>
<td>The petition describes the governance structure of the charter. The petition describes the organizational structure, leadership structure and duties, governing board composition and selection, governance procedures and operations, parent/guardian involvement, compliance with the state and federal laws regarding</td>
<td>✓</td>
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| conflicts of interest, and all provisions of law generally applicable to public entities, including the Brown Act and the Political Reform Act.  
*See pages 70-77, Appendix E on page 144, and Appendix U on pages 337-354.* |  |  |
| **E.** The qualifications to be met by individuals to be employed by the charter school. | Aspen Public Schools ensures teachers meet the credentialing requirements established by Education Code 47605. The specific requirements for teachers, intervention specialists, paraprofessionals, administration, and other employees are included in detail in the petition.  
*See pages 78-85.* | ✓ With required revisions |
| **F.** The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following: (i) that each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237; (ii) the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (H), inclusive, of paragraph (2) of subdivision (a) of Section 32282 and procedures for conducting tactical responses to criminal incidents; and (iii) that the school safety plan be reviewed and updated by March 1 of every year by the charter school. | The petition includes detailed procedures for maintaining a safe and healthy environment for pupils and staff and includes a Safety Plan in Appendix W.  
*See pages 86-93 and Appendix W on pages 360-406.* | ✓ |
| **G.** The means by which the charter school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. | ARHS seeks to achieve a racial and ethnic balance similar to the neighborhoods near its school and has defined the methods it will use to maintain an ethnic balance similar to the applicable area, including orientation meetings in English and Spanish, outreach to community leaders, community partnerships and focused marketing.  
*See pages 94-96* | ✓ With required revisions |
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<td>H. Admission policies and procedures, consistent with subdivision (d).</td>
<td>The petition describes ARHS’s open enrollment process, nondiscrimination in enrollment, annual recruiting and admissions cycle, enrollment procedures, public random drawing procedures should it become necessary, and waitlist information. The admissions preferences in the petition should be revised to clarify the they are preferences for the public random drawing. The only group of students who may be excluded is pupils who are presently attending the charter. The remaining groups identified may be provided preference(s) in the public random drawing. See pages 97-100.</td>
<td>✔ With required revisions</td>
</tr>
<tr>
<td>I. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.</td>
<td>The petition describes the process for conducting a financial audit annually in compliance with the Education Code and in accordance with generally accepted accounting principles. The petition describes the qualifications of the auditor and the timeline for completing and submitting the audit report to the District and addressing audit deficiencies. See pages 101-102.</td>
<td>✔</td>
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<td>J. The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements.</td>
<td>The petition describes in detail ARHS’s discipline policy, grounds for suspension and expulsion, and the procedures by which pupils can be suspended or expelled, including students with disabilities. See pages 103-119.</td>
<td>✔</td>
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<td>K. The manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security.</td>
<td>The petition describes the manner by which certificated employees of ARHS will be covered by the State Teachers’ Retirement System and all other staff will participate in federal social security and other school-sponsored retirement plans.</td>
<td>✔</td>
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<td>See page 120.</td>
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<td>L. The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.</td>
<td>The petition confirms that no student is required to attend ARHS and that students who opt not to attend ARHS may attend other District schools or pursue transfers. See page 121.</td>
<td>✓</td>
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<tr>
<td>M. The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.</td>
<td>The petition confirms employees are exclusive employees of Aspen Public Schools and confirms there are no automatic rights of return to the District. See page 122.</td>
<td>✓</td>
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<tr>
<td>N. The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter.</td>
<td>The petition describes the procedures to be followed by the charter school and the District to resolve disputes relating to the provisions of the charter. It should be confirmed in the petition that the District is not required to participate in such procedures. See pages 123-124.</td>
<td>✓</td>
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<tr>
<td>O. The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.</td>
<td>The petition includes a description of the procedures to be used if ARHS closes. See pages 125-126.</td>
<td>✓</td>
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<td>6. The petition contains a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.</td>
<td>The petition includes an affirmation that the charter school shall be deemed the exclusive public school employer of the employees of ARHS. See “Affirmations and Declaration” page 7, bullet 1.</td>
<td>✓</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>20</strong></td>
<td><strong>0</strong></td>
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<td><strong>With required revisions</strong></td>
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IV. REVIEW TEAM FINDINGS AND RECOMMENDATION

The Review Team has determined that the Aspen Ridge High School Charter Petition may meet the Education Code requirements for a charter petition provided it makes all of the revisions discussed herein and set forth below. These revisions to the petition are required for the charter to be consistent with sound educational practice in compliance with Education Code section 47605(b) and for the Review Team to find all of the required elements are reasonably comprehensive. Only if such revisions are made to the Aspen Ridge High School Charter Petition, the Review Team would recommend that the Fresno Unified Board of Education approve the Aspen Ridge High School Charter Petition for a two-year term from July 1, 2020 through June 30, 2022.

V. REQUIRED REVISIONS TO THE CHARTER PETITION

The following must be revised in the Aspen Ridge High School Charter Petition for approval of a two-year term:


2. Specifically explain where ARHS will be located and whether it will have exclusive use of the location.

3. Explain what Fresno Rescue Mission’s City Center is and how ARHS will be part of this.

4. Revise the chart on page 21 to include data from the same years for accurate comparison.

5. Include a detailed plan in the petition regarding how the educational program at ARHS is going to work in Element A, Educational Program.

6. Explain how students will be able to enroll at any time at ARHS when they are also expected to dual enroll in courses at Fresno City College on page 25.

7. Clarify the partnership with Fresno City College and how Fresno City College will work alongside ARHS to provide pathways for dual enrollment of ARHS’ students.

8. Clarify what aspects of the educational program will be classroom-based, dual enrollment courses, distance learning, and via the Summit Learning Platform in Element A, Educational Program.

9. List exactly which courses will be offered each year and for each grade level and the method in which each course will be offered (e.g. classroom-based, dual enrollment, Summit Learning, distance learning).

10. Set forth the outcome if a student does not successfully complete a dual enrollment class in Element A, Educational Program.

11. Clearly state in the petition that not all students will be eligible to participate in the dual enrollment program and address how students not participating in the dual enrollment program will be provided with their educational program in Element A, Educational Program.

12. Explain how the different types of classes students take will be tracked.
13. Include a detailed explanation of the Summit Learning program and all distance learning programs ARHS will use in Element A, Educational Program.

14. Address how the Summit Learning Platform will support English Learners and English Language Development as well as students with disabilities in Element A, Educational Program.

15. Explain how English Learners and students with disabilities will be supported in the educational program that has students working independently in Element A, Educational Program.

16. Expand the exception to the requirement that 100% of graduates will meet the UC/CSU A-G course requirements on page 57 to include information about those students who are not in special education and are unlikely to be UC/CSU compliant.

17. Revise the students who will participate in the dual enrollment educational program on page 58.

18. Remove the reference to AP exams as a method of measurement for foreign language and other subjects on page 64 as ARHS will not offer AP exams.

19. Elimination of all references to middle college high school and early college on pages 30, 31, and 32.

20. Correction of the name and/or address of the charter school to Aspen Ridge High School on Dakota Avenue on pages 213, 215, 216, 220, 227, 228, 230, 240, 241, and 370.

21. Elimination of the references to a material revision of the Aspen Valley Preparatory Academy charter petition on page 6.

22. Revision of the admissions preference on page 99 to clarify that only pupils currently enrolled in the charter school may be exempt from the public random drawing. For the remaining groups of students, a single public random drawing must be utilized in the event the number of pupils who desire to attend the charter school exceeds the capacity of the charter school. Preferences may be provided to the remaining groups of students in the form of an additional entry into the lottery. For example, a pupil residing within in the District boundaries may be provided two opportunities (entries) to have their name drawn.

23. Clarify that the District’s participation in mediation and arbitration is voluntary on page 124 and that the District will not be responsible for any fees or costs incurred by Aspen Public Schools if it chooses not to participate.

24. Include a school calendar for 2020-2021, when ARHS will be in operation, on page 335.

25. Revise the safe school plan to include contact information for Aspen Public Schools, not the District on page 360.

26. Remove references to visiting religious institutions for admissions purposes on page 95.

27. Revise the qualifications for teachers at ARHS to have a preference for teaching experience at the 9-12 level.

28. Confirm that teachers at ARHS will be single-subject credentialed in the courses they are teaching and if they are properly credentialed to teach dual enrollment classes.
29. Include the job requirements for the Summit Director in Element E, Employee Qualifications.

30. Replace “at-risk” with “at-promise” throughout the petition in compliance with AB 413.

31. Replace the nonbinding letter of intent to lease with Fresno Rescue Mission included in Appendix aa on page 418 with a lease agreement with Fresno Rescue Mission that sets forth the terms of the lease and the specific site in which ARHS will be located and clarifies whether ARHS will have exclusive use of the location.

32. Review the petition and correct all typos.
AGENDA ITEM B-16

TITLE AND SUBJECT: Discuss and Approve Appointment of Board Member Voting Representative and Alternate Voting Representative to the Fresno County Committee on School District Organization Elections

ITEM DESCRIPTION: California Education Code section 35023 states, "The governing board of each school district of every kind or class shall annually at its initial meeting select one of its members as its representative who shall have one vote for each member to be elected to the county committee provided by Article 1 (commencing with Section 4000) of Chapter 1 of Part 3. The secretary or clerk of the district shall furnish the county superintendent of schools with a certificate naming the representative selected by the board."

The role of your voting representative is to attend the Fresno County School Trustees' Association dinner meeting in October and vote, on behalf of the district, for persons seeking election to the Fresno County Committee on School District Organization. The failure of your designated voting representative or the designated alternate to attend the meeting will prevent the district from participating in the election.

FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: David Chavez,
Chief of Staff

CABINET APPROVAL: David Chavez,
Chief of Staff

DIVISION: Department Name
PHONE NUMBER: (559) 457-3566

SUPERINTENDENT APPROVAL:
2019
VOTING REPRESENTATIVE CERTIFICATE

Representative ____________________________________

District Name ____________________________________

(The above board member will vote on Fresno County Committee on
School District Organization candidates at the next election
that will be held in the Fall of 2020 - Ed. Code §§ 35023, 72403)

Signature ________________________________________
(Clerk)

2019
ALTERNATE VOTING REPRESENTATIVE CERTIFICATE

Alternate Representative ____________________________________

District Name ____________________________________

(Should the District's Voting Representative not be available,
the board member named above will vote on Fresno County Committee
on School District Organization candidates at the next election
that will be held in the Fall of 2020 - Ed. Code §§ 35023, 72403)

Signature ________________________________________
(Clerk)
35023. The governing board of each school district of every kind or class shall annually at its initial meeting select one of its members as its representative who shall have one vote for each member to be elected to the county committee provided by Article 1 (commencing with Section 4000) of Chapter 1 of Part 3. The secretary or clerk of the district shall furnish the county superintendent of schools with a certificate naming the representative selected by the board.

(Amended by Stats. 1987, Ch. 1452, Sec. 183.)
72403. The governing board of each community college district shall annually at its initial meeting select one of its members to serve as its representative for purposes of Article 1 (commencing with Section 4000) of Chapter 1 of Part 3. The representative selected pursuant to this section shall have one vote for each member to be elected to the county committee pursuant to Article 1 (commencing with Section 4000) of Chapter 1 of Part 3.

(Added by Stats. 1983, Ch. 1095, Sec. 5. Effective September 27, 1983.)
AGENDA ITEM B-17

TITLE AND SUBJECT: Fresno Unified High School Robotics Clubs

ITEM DESCRIPTION: Included in the Board binders is a presentation on the High School Robotics Clubs.

The High School Robotics Clubs will be launched as part of an effort to cultivate a pathway for students from 1st through 12th grade interested in the design, engineering, and programming of robots. The club is geared to inspire students with or without robotics experience, and challenge students who have participated in CoderGirlz, CoderClubs, and Tournament of Technology.

Students will form teams of mechanical engineers, electrical engineers, and programmers, working together towards one goal. When the build season ends, students will bring their robots to the Fresno Unified School District High School Robotics Tournament.

The goal of the first year is launching the Robotics Clubs at all comprehensive high schools.

Additional details will be provided during the presentation.

FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: Saori Jansen, Coordinator II

CABINET APPROVAL: Kurt Madden, Chief Technology Officer

DIVISION: Information Technology
PHONE NUMBER: (559) 457-3868

SUPERINTENDENT APPROVAL:
High School Robotics
Fresno Unified School District
Robotics
REV ROBOTICS
Mission Statement

To cultivate a pathway for students from 1st through 12th grade interested in the design, engineering and programming of robots.
Robotics Pathway

Early Elementary    Late Elementary    Middle School    High School

Edison

11/1/2019
Robot Components
Robotics Timeline 2020

Build Season launches in January!

- Students will be given a problem to solve utilizing the robot kit and electronics provided
- Teams will meet 1-2 times a week
- Build Season lasts approximately 12 weeks
- Teams will then prepare to compete using their bot in April 2020
Student Engagement

Student Recruitment
- Marketing Material (Posters, Banners, etc.) distributed to schools
- Communication sent to Principals
- Tournament of Technology – High School Robotics teams will be recruiting at this year's competition
- School Choice Expo – Engaging with students and parents

FCC Robotics Students
- Partnering with Design Science to mentor and train robotics students
1st High School Robotics Competition

- 1st competition will be Robot Basketball!
  - Students will design their robot to complete a series of tasks that allow them to autonomously shoot baskets with their robot from various locations.

- Competition will be held in April 2020
Questions?
AGENDA ITEM B-18

TITLE AND SUBJECT: Present and Discuss Updates on the 2019/20 Local Control and Accountability Plan Actions

ITEM DESCRIPTION: The Fresno Unified School District Board of Education adopted the 2019/20 Local Control and Accountability Plan (LCAP) on June 12, 2019. This plan, as required, outlines the goals, outcomes, actions and expenditures from the Local Control Funding Formula aimed at improving student success.

The plan also details how the district has increased or improved services to unduplicated pupils living in disadvantaged circumstances through use of supplemental and concentration funding. The presentation will include an update from staff on initiatives outlined in the District’s LCAP and plans for upcoming community and stakeholder engagement.

FINANCIAL SUMMARY: All actions outlined in the Local Control and Accountability Plan are funded with General Fund resources, which include the Local Control Funding Formula funds.

PREPARED BY: Santino Danici
Executive Officer

DIVISION: Administrative Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Ruth F. Quinto
Deputy Superintendent/CFO

SUPERINTENDENT APPROVAL:
Update on Initiatives and Community Outreach - 2019/20 Local Control and Accountability Plan
Development Process

LCAP

- Stakeholder engagement
- Goal setting
- Plan actions
- Leverage resources (LCFF)
- Improve student outcomes

Focus on 2019/20 General Fund

Budget

- Collaborative planning
- Accounting format
- Detailed financial statement
- Economic forecast
- Includes all funding sources

Focus on all 2019/20 Funds

Balanced perspective:
- Student programs and supports
- Competitive employee compensation
- Prudent fiscal stewardship

3-year plan
Aligned timeline
Board approval
Regulatory requirements
Outline

- LCAP Development Timeline
- Action and Investment Update
- Community Engagement
LCAP Development Timeline

**November - February**
- Engage community
- Collect feedback
- Compile results
- Inform LCAP plan as part of our strategic budget development process

**March - April**
- Present feedback received:
  - District Advisory Committee (DAC)
  - District English Learner Advisory Committee (DELAC)
- Create draft LCAP

**May**
- Present draft for review and comment to:
  - District Advisory Committee (DAC)
  - District English Learner Advisory Committee (DELAC)
- Respond in writing
- Invite public comment

**June**
- Host public hearing
- Finalize draft after public comment
- Adopt LCAP concurrent with the budget
- Submit to FCSS for approval
- Post on District website
# Goal 1: All students will excel in reading, writing and math

## Action 1
41 Designated School Investment (increased instructional time) | $19.2M

## Action 2
Student Interventions | $2.6M

## Action 3
Student Technology Access and Annual Refresh | $8.1M

## Action 4
Additional Teacher Supply Funds | $1.3M

## Action 6
Middle and High School Redesign | $10.8M

## Action 7
Implementation of State Standards | $19.0M

## Action 8
Eliminate Elementary Combination Classes | $3.9M

## Action 9
National Board Certification | $0.01M

## Action 10
Instructional Supports | $1.5M

## Action 11
Additional Teachers Above Base Staffing | $11.2M

## Action 12
Additional School Site Administration for Elementary & Middle Schools with High Unduplicated Counts | $1.4M

## Action 14
Further Develop Early Childhood Education | $14.2M

## Action 15
Additional Supports for Libraries | $0.5M

## Action 16
Equity and Access | $2.0M

= Action meets “Increased or Improved Services” requirement

= Actions contributing overall
Goal 1: All students will excel in reading, writing and math

<table>
<thead>
<tr>
<th>Action #</th>
<th>Action Description</th>
<th>2019/20 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>GATE/Advanced Placement/International Baccalaureate/SAT/PSAT Fees</td>
<td>$2.3M</td>
</tr>
<tr>
<td>18</td>
<td>Expand Alternative Education</td>
<td>$1.3M</td>
</tr>
<tr>
<td>19</td>
<td>Maintain Additional Services for Phoenix Community Day School</td>
<td>$2.1M</td>
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<tr>
<td>20</td>
<td>After School Tutoring</td>
<td>$7.1M</td>
</tr>
<tr>
<td>21</td>
<td>Extended Summer Learning</td>
<td>$9.3M</td>
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<tr>
<td>22</td>
<td>Supports for Students in Foster Care</td>
<td>$2.3M</td>
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<tr>
<td>23</td>
<td>All Teachers are Teachers of English Learner (EL) Students</td>
<td>$13.4M</td>
</tr>
<tr>
<td>24</td>
<td>Expansion of Dual Language Immersion Programs</td>
<td>$1.7M</td>
</tr>
<tr>
<td>25</td>
<td>Instruction</td>
<td>$370.7M</td>
</tr>
<tr>
<td>26</td>
<td>Recruitment, Selection and Retention of Human Capital</td>
<td>$4.7M</td>
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<tr>
<td>27</td>
<td>Special Education</td>
<td>$143.5M</td>
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<tr>
<td>28</td>
<td>Professional Learning</td>
<td>$23.1M</td>
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<tr>
<td>29</td>
<td>Technology Access and Support</td>
<td>$13.2M</td>
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<tr>
<td>30</td>
<td>Early Learning</td>
<td>$0.9M</td>
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<tr>
<td>31</td>
<td>Equity and Access</td>
<td>$2.7M</td>
</tr>
<tr>
<td>37</td>
<td>African-American Academic Acceleration (A4)</td>
<td>$4.0M</td>
</tr>
</tbody>
</table>

= Action meets “Increased or Improved Services” requirement  
= Actions contributing overall
Goal 1: All students will excel in reading, writing and math

<table>
<thead>
<tr>
<th>Action #</th>
<th>2019/20 Budget</th>
<th>Description</th>
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<tbody>
<tr>
<td>3</td>
<td>$8.1M</td>
<td>Student Technology Access and Annual Refresh</td>
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<tr>
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<td>- 12,000 computers for student use in the classroom</td>
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<td>- eLCD expansion, 18,500 tablets with over 300,000 hours of use on educational applications</td>
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<td>14</td>
<td>$14.2M</td>
<td>Further Develop Early Childhood Education</td>
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<tr>
<td></td>
<td></td>
<td>- Nearly 4,000 students served in early learning programs</td>
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<td></td>
<td></td>
<td>- Increased instructional aide support</td>
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<tr>
<td>37</td>
<td>$4.0M</td>
<td>African-American Academic Acceleration (A4)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Academic advisor program expanded, serving over 500 students</td>
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<td></td>
<td></td>
<td>- Created new college mentoring and afterschool reading program</td>
</tr>
</tbody>
</table>

= Action meets “Increased or Improved Services” requirement
Goal 2: All students will participate in arts, activities and athletics

<table>
<thead>
<tr>
<th>Action #</th>
<th>Description</th>
<th>2019/20 Budget</th>
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</thead>
<tbody>
<tr>
<td>32</td>
<td>Increase School Allocations for Athletics</td>
<td>$8.8M</td>
</tr>
<tr>
<td>33</td>
<td>District Funded Educational Enrichment Trips</td>
<td>$4.7M</td>
</tr>
<tr>
<td>34</td>
<td>District Arts Collaborative Project</td>
<td>$0.1M</td>
</tr>
<tr>
<td>35</td>
<td>Increased Funding for Music</td>
<td>$1.2M</td>
</tr>
<tr>
<td>36</td>
<td>Elementary Campus Culture Experience</td>
<td>$0.1M</td>
</tr>
</tbody>
</table>

= Action meets “Increased or Improved Services” requirement
### Goal 2: All students will participate in arts, activities and athletics

<table>
<thead>
<tr>
<th>Action #</th>
<th>2019/20 Budget</th>
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</thead>
<tbody>
<tr>
<td>33</td>
<td>District Funded Educational Enrichment Trips $4.7M</td>
</tr>
<tr>
<td></td>
<td>- Elementary students at all grade levels are able to participate, 95% participation in 2018/19</td>
</tr>
<tr>
<td></td>
<td>- 2,400 volunteers in 2018/19</td>
</tr>
<tr>
<td>34</td>
<td>District Arts Collaborative Project $0.1M</td>
</tr>
<tr>
<td></td>
<td>- Six Art Hop exhibits planned for the year</td>
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<tr>
<td></td>
<td>- Emphasis will be Resilience, Agents of Change and the centennial of the 19th Amendment</td>
</tr>
<tr>
<td>35</td>
<td>Increased Funding for Music $1.2M</td>
</tr>
<tr>
<td></td>
<td>- Additional teaching positions enable music instruction in the 2nd through 6th grades</td>
</tr>
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<td></td>
<td>- Support for instrument repair and replacement</td>
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</table>

= Action meets “Increased or Improved Services” requirement
Goal 3: All students will demonstrate the character and competencies for workplace success

<table>
<thead>
<tr>
<th>Action #</th>
<th>2019/20 Budget</th>
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<tbody>
<tr>
<td>38</td>
<td>$19.7M</td>
</tr>
<tr>
<td>39</td>
<td>$1.3M</td>
</tr>
<tr>
<td>40</td>
<td>$2.9M</td>
</tr>
<tr>
<td>41</td>
<td>$5.7M</td>
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</tbody>
</table>

- Action meets “Increased or Improved Services” requirement

Fresno Unified School District
2019/20 Local Control and Accountability Plan
12/18/19
Goal 3: All students will demonstrate the character and competencies for workplace success

**Action #**

<table>
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<tr>
<th>Action</th>
<th>Description</th>
<th>2019/20 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>38</td>
<td>Linked Learning, ROP and CTE Pathway Development</td>
<td>$19.7M</td>
</tr>
<tr>
<td></td>
<td>• 24 Linked Learning pathways and 148 CTE courses</td>
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</tr>
<tr>
<td></td>
<td>• districtwide</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 13,000 middle and high school students enrolled</td>
<td></td>
</tr>
<tr>
<td></td>
<td>41  Design Science Early College High School</td>
<td>$5.7M</td>
</tr>
<tr>
<td></td>
<td>• 11th and 12th graders participate in dual enrollment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• opportunities</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Program relocation to Fresno City College campus</td>
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</table>

= Action meets “Increased or Improved Services” requirement
Goal 4: All students will stay in school, on track to graduate

<table>
<thead>
<tr>
<th>Action #</th>
<th>Action</th>
<th>2019/20 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
<td>Student Peer Mentor Program</td>
<td>$0.5M</td>
</tr>
<tr>
<td>43</td>
<td>Men’s and Women’s Alliance</td>
<td>$1.4M</td>
</tr>
<tr>
<td>44</td>
<td>Social Emotional Supports</td>
<td>$3.8M</td>
</tr>
<tr>
<td>45</td>
<td>School Climate and Culture Expansion</td>
<td>$7.8M</td>
</tr>
<tr>
<td>46</td>
<td>Restorative Practices / Relationship Centered Schools</td>
<td>$3.5M</td>
</tr>
<tr>
<td>47</td>
<td>Parent Engagement Investments</td>
<td>$3.9M</td>
</tr>
<tr>
<td>48</td>
<td>Expanded Student, Parent and Community Communication</td>
<td>$0.2M</td>
</tr>
<tr>
<td>49</td>
<td>High Quality School Site Health Services</td>
<td>$9.0M</td>
</tr>
<tr>
<td>50</td>
<td>Mental Health Support</td>
<td>$3.1M</td>
</tr>
<tr>
<td>51</td>
<td>Expanded Transportation Services</td>
<td>$2.0M</td>
</tr>
<tr>
<td>52</td>
<td>Upgrading Access to Technology</td>
<td>$1.1M</td>
</tr>
<tr>
<td>53</td>
<td>Department of Prevention and Intervention</td>
<td>$8.3M</td>
</tr>
</tbody>
</table>

- = Action meets “Increased or Improved Services” requirement
- = Actions contributing overall
Goal 4: All students will stay in school, on track to graduate

Action #

<table>
<thead>
<tr>
<th>Action</th>
<th>Social Emotional Supports</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>44</td>
<td>$3.8M</td>
<td></td>
</tr>
</tbody>
</table>

- In 2018/19, 70% of students served by the social work team had a reduction in behaviors leading to suspension.
- The social work team has assessed nearly 1,600 students this year.

<table>
<thead>
<tr>
<th>Action</th>
<th>High Quality School Site Health Services</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>49</td>
<td>$9.0 M</td>
<td></td>
</tr>
</tbody>
</table>

- Three new nurse positions.
- School-based health center at Addams Elementary.

<table>
<thead>
<tr>
<th>Action</th>
<th>Mental Health Support</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td>$3.1 M</td>
<td></td>
</tr>
</tbody>
</table>

- Five new school psychologist positions.
- Over the last three years, 15 new school psychologists have been added.

= Action meets “Increased or Improved Services” requirement
Actions contributing to all Fresno Unified goals

<table>
<thead>
<tr>
<th>Action #</th>
<th>Description</th>
<th>2019/20 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>54</td>
<td>School Site Allocations to be Prioritized by each School’s Site Council</td>
<td>$29.6M</td>
</tr>
<tr>
<td>55</td>
<td>Supplemental Student Supports</td>
<td>$31.2M</td>
</tr>
<tr>
<td>56</td>
<td>Central Office Administration</td>
<td>$4.7M</td>
</tr>
<tr>
<td>57</td>
<td>Administrative Services</td>
<td>$10.2M</td>
</tr>
<tr>
<td>58</td>
<td>Operational Services</td>
<td>$138.7M</td>
</tr>
<tr>
<td>59</td>
<td>District’s Retirement Contribution on behalf of teachers / Contribution to OPEB</td>
<td>$32.8M</td>
</tr>
</tbody>
</table>

= Action meets “Increased or Improved Services” requirement

= Actions contributing overall
## Community Engagement Workshops

Use the link below to take the LCAP Survey and provide your feedback and input

[https://www.fresnounified.org/dept/stafed/Pages/lcff.aspx](https://www.fresnounified.org/dept/stafed/Pages/lcff.aspx)

<table>
<thead>
<tr>
<th>School</th>
<th>Location</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duncan Polytechnic High School (McLane Region)</td>
<td>Cafeteria</td>
<td>Wednesday, January 8, 2020</td>
</tr>
<tr>
<td>Edison High School</td>
<td>Cafeteria</td>
<td>Thursday, January 9, 2020</td>
</tr>
<tr>
<td>Bullard High School</td>
<td>Cafeteria</td>
<td>Tuesday, January 14, 2020</td>
</tr>
<tr>
<td>Hoover High School</td>
<td>Cafeteria</td>
<td>Wednesday, January 22, 2020</td>
</tr>
<tr>
<td>Patiño High School</td>
<td>Multipurpose Room</td>
<td>Tuesday, February 4, 2020</td>
</tr>
<tr>
<td>Fresno High School</td>
<td>Senate Chambers</td>
<td>Thursday, February 13, 2020</td>
</tr>
<tr>
<td>Roosevelt High School</td>
<td>Library</td>
<td>Wednesday, February 19, 2020</td>
</tr>
<tr>
<td>Sunnyside High School</td>
<td>Cafeteria</td>
<td>Thursday, February 20, 2020</td>
</tr>
</tbody>
</table>

**Come join us as we explore approaches to improve student outcomes!**

All meetings begin at 5:30 p.m. - Childcare, dinner and translation provided
Questions?
AGENDA ITEM B-19

TITLE AND SUBJECT: Present and Discuss the Fall 2019 California Dashboard State Indicators

ITEM DESCRIPTION: Included in the Board binders is a presentation on the Fall 2019 California Dashboard state indicators. The state indicators are based on data that is collected consistently across the state. The state indicators are as follows:

- Academic Indicator (Priority 4)
- English Learner Progress (Priority 4)
- Chronic Absenteeism (Priority 5)
- Graduation Rate (Priority 5)
- College/Career Readiness (Priority 8)

The performance levels (colors) for all state indicators are based on the most current data available. 2018-19 data were used to determine current year performance (Status), and 2017-18 data was used to determine Change.

Performance levels are provided for all students and student groups for the district and for the schools. Fresno Unified has thirteen reported student groups:

- English learners
- Socioeconomically disadvantaged pupils
- Foster youth
- Homeless youth
- Students with disabilities
- Racial/ethnic groups, including:
  - African American
  - American Indian/Native Alaskan
  - Asian
  - Filipino
  - Hispanic/Latino
  - Native Hawaiian/Pacific Islander
  - Two or more races
  - White

The states System of Support for districts as well as identification of Comprehensive Support and Improvement (CSI) and Targeted Support and Improvement (TSI) schools are anticipated to be announced in January 2020.
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: Lindsay Sanders, Chief of Equity & Access

CABINET APPROVAL: Lindsay Sanders, Chief of Equity and Access

DIVISION: Department Name
PHONE NUMBER: (559) 457-3471

SUPERINTENDENT APPROVAL:
EQUITY & ACCESS OBJECTIVES

Increase transparency of information and processes

Increase data and assessment literacy toward systems improvement

Increase support for students needs from cradle to career
# State Accountability System—California Dashboard

<table>
<thead>
<tr>
<th>Priority Area</th>
<th>State Indicator</th>
<th>Local Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1—Basic Services</td>
<td></td>
<td>Basic Conditions at School</td>
</tr>
<tr>
<td>2—Academic Standards</td>
<td></td>
<td>Implementation of State Academic Standards</td>
</tr>
<tr>
<td>3—Parent Engagement</td>
<td></td>
<td>Annual Parent Survey</td>
</tr>
<tr>
<td>4—Student Achievement</td>
<td>Academic Indicator/English Learner Progress Indicator</td>
<td></td>
</tr>
<tr>
<td>5—Student Engagement</td>
<td>Graduation Rate/Chronic Absenteeism</td>
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</tr>
<tr>
<td>6—School Climate</td>
<td>Suspension Rate</td>
<td>Local Climate Survey</td>
</tr>
<tr>
<td>7—Access to a Broad Course of Study</td>
<td></td>
<td>Narrative Response</td>
</tr>
<tr>
<td>8—Outcomes in a Broad Course of Study</td>
<td>College/Career Indicator</td>
<td></td>
</tr>
</tbody>
</table>
Results from the California Alternate Assessments (CAA) will be included in the calculations that determine a performance color for this indicator.

New cut scores for the "Very Low" and "Low" Status levels, which will be applied to DASS schools only.
### FALL 2019 CALIFORNIA DASHBOARD 5X5 ENGLISH LANGUAGE ARTS GRID

<table>
<thead>
<tr>
<th>Level</th>
<th>Decreased Significantly by more than 15 points</th>
<th>Decreased by 3 to 15 points</th>
<th>Maintained Declined by less than 3 points or increased by less than 3 points</th>
<th>Increased by 3 to less than 15 points</th>
<th>Increased Significantly by 15 points or more</th>
</tr>
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<tbody>
<tr>
<td>Very High</td>
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<tr>
<td>+45 or higher DFS (3-8)</td>
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<tr>
<td>+75 or higher DFS (11)</td>
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<tr>
<td>High</td>
<td></td>
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<tr>
<td>+10 to +44.9 DFS (3-8)</td>
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<tr>
<td>+30 to +74.9 DFS (11)</td>
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<td>Medium</td>
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<tr>
<td>-5 to +9.9 DFS (3-8)</td>
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<tr>
<td>-0.9 to +29.9 DFS (11)</td>
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<td>Low</td>
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<td>-5.1 to -70 DFS (3-8)</td>
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<td>-5.1 to -125 DFS (3-8 DASS)</td>
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<td>-70.1 or lower DFS (3-8)</td>
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<td>-45.1 or lower DFS (11)</td>
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<tr>
<td>-110.1 or lower DFS (11 DASS)</td>
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</tr>
</tbody>
</table>

- State
- Filipino
- White
- STATE
- American Indian Asian English Learners
- FUSD African American Socioeconomically Disadvantaged Hispanic Two or More Races
- Pacific Islander
- Foster Youth
- Homeless Students with Disabilities
## FALL 2019 CALIFORNIA DASHBOARD 5X5 MATHEMATICS GRID

### California Dashboard 5x5 Mathematics (3-8 & 11) Grid—Fall 2019

<table>
<thead>
<tr>
<th>Level</th>
<th>Decreased Significantly by more than 15 points</th>
<th>Decreased by 3 to 15 points</th>
<th>Maintained Declined by less than 3 points or increased by less than 3 points</th>
<th>Increased by 3 to less than 15 points</th>
<th>Increased Significantly by 15 points or more</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Very High</strong></td>
<td>+35 or higher DFS (3-8)</td>
<td>+25 or higher DFS (11)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>High</strong></td>
<td>0 to +34.9 DFS (3-8)</td>
<td>+0 to +24.9 DFS (11)</td>
<td></td>
<td>Filipino</td>
<td></td>
</tr>
<tr>
<td><strong>Medium</strong></td>
<td>-25 to 0 DFS (3-8)</td>
<td>-0.1 to -60 DFS (11)</td>
<td></td>
<td>White</td>
<td></td>
</tr>
<tr>
<td><strong>Low</strong></td>
<td>-25.1 to -95 DFS (3-8)</td>
<td>-25.1 to -175 DFS (3-8 DASS)</td>
<td>-60.1 to -115 DFS (11)</td>
<td>-60.1 to -185 DFS (11 DASS)</td>
<td>STATE American Indian English Learners</td>
</tr>
<tr>
<td><strong>Very Low</strong></td>
<td>-95.1 or lower DFS (3-8)</td>
<td>-175.1 or lower DFS (3-8 DASS)</td>
<td>-115.1 or lower DFS (11)</td>
<td>-185 or lower DFS (11 DASS)</td>
<td>Foster Youth</td>
</tr>
</tbody>
</table>
Two years of results for the new English Learner Proficiency Assessments for California (ELPAC) are now available. Therefore, the 2019 Dashboard will report Status for this indicator.
FALL 2019 CA DASHBOARD—CHRONIC ABSENTEEISM

LEARN MORE
Chronic Absenteeism

15.8% chronically absent
Maintained 0%

EQUITY REPORT
Number of Student Groups in Each Color

3 Red
7 Orange
1 Yellow
2 Green
0 Blue

View More Details
### FALL 2019 CALIFORNIA DASHBOARD 5X5 CHRONIC ABSENTEEISM (K-8) GRID

<table>
<thead>
<tr>
<th>Level</th>
<th>Increased Significantly by 3.0% or more</th>
<th>Increased by 0.5% to less than 3.0%</th>
<th>Maintained Declined or Increased by less than 0.5%</th>
<th>Declined by 0.5% to less than 3.0%</th>
<th>Declined Significantly by 3.0% or more</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Low</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5% or less</td>
<td></td>
<td></td>
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<tr>
<td>Low</td>
<td></td>
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<tr>
<td>More than 2.5% to 5.0%</td>
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<tr>
<td>Medium</td>
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<tr>
<td>More than 5.0% to 10.0%</td>
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<tr>
<td>Filipino</td>
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<tr>
<td>Asian English Learners</td>
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<tr>
<td>High</td>
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<tr>
<td>More than 10.0% to 20.0%</td>
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<tr>
<td>STATE</td>
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<td></td>
</tr>
<tr>
<td>Two or More Races White</td>
<td></td>
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<tr>
<td>FUSD</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Hispanic Socioeconomically Disadvantaged</td>
<td></td>
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<td></td>
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<tr>
<td>Pacific Islander</td>
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</tr>
<tr>
<td>Very High</td>
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<tr>
<td>More than 20.0%</td>
<td></td>
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<td></td>
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<tr>
<td>American Indian/Alaska Native African American Homeless</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Foster Youth Students with Disabilities</td>
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</tbody>
</table>
Because local educational agencies must report all increments of suspension for all students, only those that have an aggregate suspension of one full day (total suspension value equals 1.0 or more) will be included in the calculation of the suspension rate.
## FALL 2019 CALIFORNIA DASHBOARD 5X5 SUSPENSION RATE GRID

<table>
<thead>
<tr>
<th>Level</th>
<th>Increased Significantly by greater than 2.0%</th>
<th>Increased by 0.3 to 2.0%</th>
<th>Maintained Declined or increased by less than 0.3%</th>
<th>Declined by 0.3% to less than 2.0%</th>
<th>Declined Significantly by 2.0%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Low</td>
<td>Light Blue 1.0% or less</td>
<td>Light Green</td>
<td>Light Blue Filipino</td>
<td>Light Blue Filipino</td>
<td>Light Blue Filipino</td>
</tr>
<tr>
<td>Low 1.0% to 2.5%</td>
<td>Light Orange</td>
<td>Light Green</td>
<td>Light Blue Asian</td>
<td>Light Blue Asian</td>
<td>Light Blue Filipino</td>
</tr>
<tr>
<td>Medium 2.5% to 4.5%</td>
<td>Light Orange</td>
<td>Light Green</td>
<td>Light Blue STATE</td>
<td>Light Blue English Learners</td>
<td>Light Blue Filipino</td>
</tr>
<tr>
<td>High 4.5% to 8.0%</td>
<td>Light Red</td>
<td>Light Orange</td>
<td>Light Blue FUSD Socioeconomically Disadvantaged Hispanic</td>
<td>Light Blue American Indian Pacific Islander White</td>
<td>Light Blue Foster Youth</td>
</tr>
<tr>
<td>Very High 8.0%</td>
<td>Light Red</td>
<td>Light Red</td>
<td>Light Red Homeless Two or More Races</td>
<td>Light Red African American Students with Disabilities</td>
<td>Light Red Foster Youth</td>
</tr>
</tbody>
</table>
Calculations for this indicator will be based on the combined four- and five-year graduation rate, which includes all students who: (1) belong to the most current graduating class and (2) graduated in five years as part of the prior year graduating class. In addition, new cut scores for the “Very Low” and “Low” Status levels will be applied to all schools (both DASS and non-DASS).
## FALL 2019 CALIFORNIA DASHBOARD 5X5 GRADUATION RATE GRID

<table>
<thead>
<tr>
<th>Level</th>
<th>Declined Significantly by greater than 5.1%</th>
<th>Declined by 1% to 5%</th>
<th>Maintained Declined or Increased by less than 1%</th>
<th>Increased by 1% to less than 4.5%</th>
<th>Increased Significantly by 5% or greater</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very High</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>95% or greater</td>
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<tr>
<td>High</td>
<td></td>
<td></td>
<td>Asian</td>
<td></td>
<td></td>
</tr>
<tr>
<td>90.5% to less than 95%</td>
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<td></td>
</tr>
<tr>
<td>Medium</td>
<td></td>
<td></td>
<td>African American</td>
<td>FUSD Hispanic Socioeconomically Disadvantaged</td>
<td>STATE</td>
</tr>
<tr>
<td>80% to less than 90.5%</td>
<td></td>
<td></td>
<td>Two More Races White</td>
<td></td>
<td></td>
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<tr>
<td>Low</td>
<td></td>
<td></td>
<td>English Learners</td>
<td></td>
<td></td>
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<tr>
<td>68% to less than 80%</td>
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<tr>
<td>Very Low</td>
<td></td>
<td></td>
<td></td>
<td>Foster Youth Students with Disabilities</td>
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</tr>
<tr>
<td>less than 68%</td>
<td></td>
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</tbody>
</table>
The combined four- and five-year graduation rate will be used to calculate the CCI for comprehensive high schools. (The DASS graduation rate will continue to be used to calculate the CCI for DASS schools.).
The College/Career Indicator measures how well local educational agencies (LEAs) and schools are preparing students for likely success after graduation. Only graduates can be classified as Prepared or Approaching Prepared. For schools and LEAs to demonstrate success on this state indicator, high school graduates must meet at least one of the measures in the prepared level.

**PREPARED**

- **Smarter Balanced Summative Assessments**: Score of Level 3 “Standard Met” or higher on both English language arts/literacy (ELA) and mathematics
- **Advanced Placement (AP) Exams**: Score of 3 or higher on two AP exams
- **International Baccalaureate (IB) Exams**: Score of 4 or higher on two IB exams
- **Completion of Dual Enrollment**: Two semesters or three quarters of college coursework with a grade of C- or better in academic/CTE subjects where college credit is awarded
- **University of California (UC) and California State University (CSU) a-g requirements**: Complete a-g course requirements with a grade of C- or better plus one of the Additional Criteria from the box below
- **Career Technical Education (CTE) Pathway**: Pathway completion with a grade of C- or better in the capstone course plus one of the Additional Criteria from the box below

**APPROACHING PREPARED**

- **Smarter Balanced Summative Assessments**: Score of Level 2 “Standard Nearly Met” on both ELA and mathematics
- **Completion of Dual Enrollment**: One semester or two quarters of college coursework with a grade of C- or better in academic/CTE subjects where college credit is awarded
- **UC and CSU a-g requirements**: Complete a-g course requirements with a grade of C- or better
- **CTE Pathway**: Pathway completion with a grade of C- or better in the capstone course

**NOT PREPARED**

- Did not meet any of the measures or did not graduate.

**Additional Criteria**

- Smarter Balanced Summative Assessment Scores:
  - Level 3 or higher on ELA and at least a Level 2 “Standard Nearly Met” in mathematics, or
  - Level 3 or higher on mathematics and at least a Level 2 in ELA
- One semester/two quarters of Dual Enrollment with a grade of C- or better in academic/CTE subjects
- Score of 3 on one AP exam or score of 4 on one IB Exam (for a-g requirement only)
- Completion of CTE Pathway (for a-g requirement only)

**Criteria Key**

- Assessment
- Coursework
### COLLEGE AND CAREER INDICATOR ERROR AND IMPACT ANALYSIS—PERFORMANCE INDICATOR

<table>
<thead>
<tr>
<th></th>
<th>Fall 2018 Reported</th>
<th>Fall 2019 Reported</th>
<th>Change Reported</th>
<th>Fall 2019 Actual</th>
<th>Change Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Prepared</td>
<td>42.9% (1825)</td>
<td>34.8% (1648)</td>
<td>-4.6%</td>
<td>40.2% (1658+86)</td>
<td>-2.7%</td>
</tr>
</tbody>
</table>
## FALL 2019 CALIFORNIA DASHBOARD 5X5 COLLEGE AND CAREER GRID

<table>
<thead>
<tr>
<th>Level</th>
<th>Decreased Significantly by more than 9.1%</th>
<th>Decreased by 2% to 9%</th>
<th>Maintained Declined or increased by less than 1.9%</th>
<th>Increased by 2% to 8.9%</th>
<th>Increased Significantly by 9%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very High</td>
<td></td>
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<td></td>
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<tr>
<td>70% or greater</td>
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<tr>
<td>High</td>
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<tr>
<td>55% to 69.9%</td>
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<tr>
<td>Medium</td>
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<tr>
<td>35% to 54.9%</td>
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<tr>
<td>FUSD Asian Hispanic</td>
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<tr>
<td>Socioeconomically</td>
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</tr>
<tr>
<td>Disadvantaged White</td>
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</tr>
<tr>
<td>STATE Asian</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Two or More Races</td>
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<tr>
<td>Low</td>
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<tr>
<td>10% to 34.9%</td>
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</tr>
<tr>
<td>African American</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>English Learners</td>
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</tr>
<tr>
<td>Homeless</td>
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</tr>
<tr>
<td>Foster Youth</td>
<td></td>
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<tr>
<td>Very Low</td>
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<td></td>
</tr>
<tr>
<td>9.9% or lower</td>
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</tr>
<tr>
<td>Students with Disabilities</td>
<td></td>
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</tr>
</tbody>
</table>
WHERE CAN YOU ACCESS THE CALIFORNIA DASHBOARD?

https://www.caschooldashboard.org

-OR-

Download the APP: CA Dashboard
AGENDA ITEM 8-20


ITEM DESCRIPTION: In accordance with Government Code 3547.5, all major provisions of collective bargaining agreements are to be presented at a public meeting of the public school employer before the employer enters into written agreement with an exclusive representative. Included in the Board binders is a copy of the Tentative Agreement between Fresno Unified School District and Fresno Area Substitute Teachers Association, Service Employee International Union, Local 521.

FINANCIAL SUMMARY: The estimated cost is included in the disclosure agreement.

PREPARED BY: Brian Christensen, Administrator

CABINET APPROVAL: Paul Idsvoog, Chief of Human Resources/Labor Relations

DIVISION: Human Resources
PHONE NUMBER: (559) 457-3548

SUPERINTENDENT APPROVAL:
DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

SCHOOL DISTRICT: Fresno Unified School District
BARGAINING UNIT: Fresno Area Substitute Teachers/Service Employees International Union (FASTA) and International Association of Machinists and Aerospace Workers (IAM&AW)
PERIOD OF AGREEMENT: July 1, 2019 through June 30, 2022
DATE OF PUBLIC MEETING: December 18, 2019

Government Code Section 3547.5: Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction.

The superintendent of the school district and chief business official shall certify in writing that the costs incurred by the school district under the agreement can be met by the district during the term of the agreement. This certification shall be prepared in format similar to that of the reports required pursuant to Sections 42130 and 42131 of the Education Code and shall itemize any budget revision necessary to meet the costs of the agreement in each year of its term.

If a school district does not adopt all the revisions to its budget needed in the current fiscal year to meet the costs of a collective bargaining agreement, the county superintendent of schools shall issue a qualified or negative certification for the district on the next interim report pursuant to Section 42131 of the Education Code.

Intent of the Legislation: To insure the members of the public are informed of the major provisions of a collective bargaining agreement BEFORE it becomes binding on the school district; make available to the public and governing board, a copy of the proposed agreement prior to the day of the meeting.

STATUS OF BARGAINING UNIT/EMPLOYEE AGREEMENTS

Indicate whether Bargaining Units are settled or not settled.

<table>
<thead>
<tr>
<th>Bargaining Unit</th>
<th>SETTLED or NOT SETTLED</th>
<th>NUMBER OF EMPLOYEES REPRESENTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fresno Teachers Association - (FTA)</td>
<td>settled</td>
<td>4072</td>
</tr>
<tr>
<td>CSEA-125</td>
<td>settled</td>
<td>2502</td>
</tr>
<tr>
<td>CSEA-143</td>
<td>settled</td>
<td>396</td>
</tr>
<tr>
<td>MANAGEMENT</td>
<td>settled</td>
<td>763</td>
</tr>
<tr>
<td>SEIU</td>
<td>settled</td>
<td>692</td>
</tr>
<tr>
<td>SUPERVISORY/CONFIDENTIAL</td>
<td>settled</td>
<td>103</td>
</tr>
<tr>
<td>TRADES - (IAM&amp;AW)</td>
<td>settled</td>
<td>32</td>
</tr>
<tr>
<td>TRADES-(FTA)</td>
<td>settled</td>
<td>113</td>
</tr>
<tr>
<td>FASTA</td>
<td>settled</td>
<td>1885</td>
</tr>
</tbody>
</table>

The proposed agreement covers the period beginning July 1, 2019 and ending June 30, 2022

TOTAL COST INCREASE OF PROPOSED AGREEMENT IN PRESENT AND FUTURE YEARS

Indicate the costs of salary and benefit increases that would be incurred under the agreement for the CURRENT and TWO SUBSEQUENT fiscal years.

<table>
<thead>
<tr>
<th>TYPE OF COMPENSATION</th>
<th>Current FY: 2019/20</th>
<th>FY 2020/21</th>
<th>FY 2021/22</th>
<th>CUMULATIVE COST CURRENT YEAR &amp; TWO SUBSEQUENT YEARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary Cost Increase</td>
<td>$214,310</td>
<td>$71,437</td>
<td>$71,437</td>
<td>$357,184</td>
</tr>
<tr>
<td>Benefit Cost Increase</td>
<td>$53,578</td>
<td>$17,859</td>
<td>$17,859</td>
<td>$89,296</td>
</tr>
<tr>
<td>Other Compensation Costs</td>
<td>$</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>TOTAL COST OF SETTLEMENT</td>
<td>$267,888</td>
<td>$89,296</td>
<td>$89,296</td>
<td>$446,480</td>
</tr>
<tr>
<td>Total % Increase</td>
<td>4.50%</td>
<td>Contingency 0% - 3%</td>
<td>Contingency 0% - 3%</td>
<td></td>
</tr>
<tr>
<td>Cost of 1% Increase</td>
<td>$89,296</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 of 4
DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

SOURCE OF FUNDING

1) Identify the source(s) of funding for the CURRENT year.

The District receives ongoing funds to support the increased costs of the ongoing increase and one-time savings to support the one-time increase.

2) If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in the next TWO SUBSEQUENT years? (i.e., What will allow the district to afford this contract?)

See number 3.

3) If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effect in meeting obligations.)

This agreement provides a salary increase for 2019/20 of 3.0% ongoing and 1.5% one-time based on the 2018/19 salary schedule. The 2019/20 Adopted Budget already assumed a 2.0% salary increase. Subsequently on August 7, 2019, the Board recognized a revision to include the proposal for all employees and is reflected in the Board approved budget before and after settlement. For fiscal years 2020/21 and 2021/22, salary increases are based on contingency language dependent on new ongoing LCFF revenues estimated at this time to result in 1.0% for 2020/21 and 1.0% for 2021/22 for FASTA.

4) What contingency language is included in the proposed agreement? Include specific areas identified. (i.e., reopeners, applicable fiscal years, and specific contingency language)

See number 3.

5) Will this agreement create, increase, or decrease deficit financing in the current or two subsequent year(s)? Deficit Financing is defined to exist when a fund’s expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

The ongoing expenses will be supported by the operational revenues.

6) Identify other major provisions that do not directly affect the district’s costs, such as binding arbitrations, grievances procedures, etc.

Not Applicable
## DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

### OTHER PROVISIONS

**OTHER COMPENSATION:** Off-schedule stipends, bonuses, etc.

Not Applicable

**NON-COMPENSATION:** Grievance procedures, staff development days, teacher prep times, etc.

Not Applicable

### IMPACT ON CURRENT FISCAL YEAR

Determine the impact of the proposed agreement on the General Fund budget in the CURRENT year.

<table>
<thead>
<tr>
<th>RECOMMENDED RESERVES</th>
<th>2.00%</th>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 1 minus Column 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUE/EXPENDITURES and OTHER USES/SOURCES</strong></td>
<td></td>
<td>Board Approved Budget After Settlement</td>
<td>Board Approved Budget Before Settlement</td>
<td>Total Impact On the Budget</td>
</tr>
<tr>
<td>Operating Revenues</td>
<td>$</td>
<td>1,013,568,406</td>
<td>$</td>
<td>1,013,568,406</td>
</tr>
<tr>
<td>Operating Expenditures</td>
<td></td>
<td>1,053,691,686</td>
<td></td>
<td>1,053,691,686</td>
</tr>
<tr>
<td>Operating Surplus / (Deficit)</td>
<td></td>
<td>(40,123,280)</td>
<td></td>
<td>(40,123,280)</td>
</tr>
<tr>
<td>Other Sources &amp; Transfers In</td>
<td></td>
<td>3,385,329</td>
<td></td>
<td>3,385,329</td>
</tr>
<tr>
<td>Other Uses &amp; Transfers Out</td>
<td></td>
<td>(5,137,523)</td>
<td></td>
<td>(5,137,523)</td>
</tr>
<tr>
<td>Change in Fund Balance</td>
<td></td>
<td>(41,875,474)</td>
<td></td>
<td>(41,875,474)</td>
</tr>
<tr>
<td>Beginning Balance</td>
<td></td>
<td>139,422,174</td>
<td></td>
<td>139,422,174</td>
</tr>
<tr>
<td>Ending Balance</td>
<td></td>
<td>97,546,700</td>
<td></td>
<td>97,546,700</td>
</tr>
<tr>
<td>Total Reserve Amounts</td>
<td></td>
<td>97,546,700</td>
<td></td>
<td>97,546,700</td>
</tr>
<tr>
<td>Nonspendable/Restricted/Committed/Assigned</td>
<td></td>
<td>6,746,325</td>
<td></td>
<td>12,746,325</td>
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<tr>
<td>Reserve for Economic Uncertainties</td>
<td></td>
<td>83,800,375</td>
<td></td>
<td>83,800,375</td>
</tr>
<tr>
<td>Unassigned/Unappropriated</td>
<td></td>
<td>-</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Total Fund Balance</td>
<td></td>
<td>90,546,700</td>
<td></td>
<td>96,546,700</td>
</tr>
<tr>
<td>Total Unrestricted Reserves</td>
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<td>83,800,375</td>
<td></td>
<td>83,800,375</td>
</tr>
<tr>
<td>State Recommended Reserves</td>
<td>$</td>
<td>21,176,584</td>
<td>$</td>
<td>21,176,584</td>
</tr>
</tbody>
</table>
## DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

### CERTIFICATIONS

The above information summarizes the financial implications of the proposed agreement. This information will be publicly disclosed in accordance with the requirements of AB2756 before being submitted to the Governing Board for ratification.

In accordance with the requirements of the Government Code Sections 3547.5, the Superintendent and Chief Business Official hereby certify that the District can meet the costs incurred under the proposed Collective Bargaining Agreement.

<table>
<thead>
<tr>
<th></th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>District Superintendent</td>
<td>12/4/19</td>
</tr>
<tr>
<td>(Signature)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Business Official</td>
<td>12/11/19</td>
</tr>
<tr>
<td>(Signature) Ruth F. Quinto</td>
<td></td>
</tr>
<tr>
<td>Deputy Superintendent/CFO</td>
<td></td>
</tr>
</tbody>
</table>

In accordance with the requirements of the Education Code Section 42142, I hereby certify that any budget revisions that are necessary to fulfill the terms of the agreement in the current year will be submitted to the county superintendent within 45 days of the adoption of this Collective Bargaining Agreement. I further acknowledge that if the necessary budget revisions are not adopted, the county superintendent shall issue a qualified or negative certification for the District on the next interim report pursuant to Government Code Section 3547.5(c).

<table>
<thead>
<tr>
<th></th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Business Official</td>
<td>12/11/19</td>
</tr>
<tr>
<td>(Signature) Ruth F. Quinto</td>
<td></td>
</tr>
<tr>
<td>Deputy Superintendent/CFO</td>
<td></td>
</tr>
</tbody>
</table>
ARTICLE 2 – ASSOCIATION RIGHTS

1. FASTA/SEIU 521 and its members shall have the right to make reasonable use of District buildings and equipment facilities when not otherwise in use, and during non-student contact time for membership business and other lawful business of the organization without processing grievances subject to the following condition:

   a. An authorized Union Representative/Steward obtains advance permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted.

   b. The Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of the unit members.

   c. The Union pays in advance a reasonable fee for expenses related to utilities, security, cleanup and any usual wear and damage.

2. FASTA/SEIU 521, and its members, shall have the right to post notices of activities and matters of its members' concerns on FASTA/SEIU 521 bulletin boards provided by the District, at least one of which shall be provided in each school building in areas frequented by substitute teachers. The Union will not post or distribute information which is derogatory or defamatory of the District or its personnel. FASTA/SEIU 521 and its members may use a substitute teacher mailbox or space provided by the District at the Substitute Teacher sign in location for communications to substitute teachers.

3. The District will furnish FASTA/SEIU 521 such information as is necessary to allow FASTA/SEIU 521 to carry out its function as the exclusive representative. Such information readily available will be furnished at no cost to FASTA/SEIU 521. If such information requires personnel or material costs beyond normal procedure, the cost will be documented and FASTA/SEIU 521 may be billed. The District will furnish all information that the District deems will contribute to better communications between the District, FASTA/SEIU 521 and their bargaining unit members. Published information of a general nature from the District pertinent to members of FASTA/SEIU 521, shall be forwarded to the FASTA/SEIU 521 office.

4. Authorized representatives of FASTA/SEIU 521 shall be permitted, with approval of principal, to transact official FASTA/SEIU 521 business on school property during non-teaching duty time.
ARTICLE 6 – DUTIES/PROCEDURES – BARGAINING UNIT MEMBERS

1. The duties of a substitute teacher shall be to perform the regular duties and responsibilities of the classroom teacher including instruction of students and discipline during duty time. Substitute teachers are not expected to have a written lesson plan for a specific assignment on the first day of that substitute assignment. In the event a lesson plan from the classroom teacher is not available, the substitute teacher will notify the administrator on duty or his/her designee who will ensure that a plan and necessary support is provided.

2. Job Assignment Procedures

A. A substitute teacher must be enrolled in the District Smartfinder System to receive work assignments.

B. When a substitute teacher is unable to work, he/she must call the Smartfinder System and make himself/herself unavailable for an assignment even if it is just for one day.

C. If a substitute teacher in a long-term assignment needs a substitute for himself/herself, he/she needs to contact the substitute office help desk to obtain request a substitute.

D. Substitute teachers work on an on call as needed basis and are not guaranteed a certain number of permanent hours or days of work.

E. Substitute teachers shall receive monthly paychecks. Each substitute shall receive his/her check by mail to the last address of record/or directly deposited into employee’s bank account.
ARTICLE 9 – MEMBERSHIP DUES AND SECURITY

1. Membership and Fee Status: Unit employees shall have the right to join the Union if they choose but shall be required as a condition of employment to become Union members or pay an Agency Fee. Unit employees shall within thirty (30) days following commencement of employment be required to:

A. Apply for membership in the Union and pay dues;
B. Pay service fees to the Union; or
C. Submit a request as a conscientious objector and make a charitable contribution as provided under “7.”

Unit members who have not requested Union membership within thirty (30) days following their initial date of hire, shall immediately begin paying service fees to the Union via automatic payroll deduction as provided in the Education Code Section 45061 or 87834.

2. Reinstatement: Upon reinstatement of any unit employee, the employee shall return to their previous status of Union member, service fee payer or conscientious objector.

3. Payroll Deduction: The Employer shall deduct from the pay of each employee in a position subject to this MOU, any applicable dues via payroll deduction authorized by the employee. Union employees electing to become Union members or to pay agency fees shall pay any applicable dues or agency fee via payroll deduction. Employees shall execute a payroll deduction authorization form. The Employer shall honor the terms of the employee’s authorization the card the Union has supplied the employee and will deduct monthly any Union initiation fees, membership dues, service fees, COPE or any other allowable IRS deduction from the wages of those employees. The employee may only revoke the authorization pursuant to the terms of the authorization the employee signed. The Union shall not provide the employer a copy of the employee’s authorization unless a dispute arises about the existence or term of the authorization.

Deductions for dues and voluntary contributions to COPE shall start the pay period after the Employer receives notification of
the authorization. The Employer shall transmit such payments to the Union electronic funds transfer no later than (30) thirty days after the deduction from earnings occur.

Requests to authorize dues and/or COPE shall be directed to the Union rather than the District. Requests to revoke or change the authorization shall also be directed to the Union rather than the District. The District shall rely on the Union’s explanations in a certified list, submitted by a representative of the Union who has the authority to bind the Union, regarding whether authorization, revocation, or change in deductions has been requested by the employee.

The Union shall not provide the employer a copy of the employee’s authorization unless a dispute arises about the existence or term of the authorization.

The Union shall indemnify the District for any claims made regarding such deductions.

Violations of this section of the MOU are grievable.
Dues or fees will be deducted monthly and remitted electronically to the Union, along with a list of the names of those for whom the deductions were made by the 15th of the month following the month for which the deductions were made. This deduction list will identify the deductions for each employee by type of deduction. A payroll deduction authorization will remain in effect, until an employee separates from the District or unless the employee submits an updated payroll deduction authorization form. A listing of all terminations, new hires or any other personnel change will be sent to the Union on a monthly basis.

The District shall deduct Union membership dues and voluntary political contributions authorized by the employee as provided by the Union to the District. Deductions for dues and the Union’s Committee on Political Education shall start the pay period after the District receives notification of the authorization. The District shall transmit such payment to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee’s earnings occur.

The Union agrees to defend, indemnify and hold harmless the District and its employees or agents, other than in cases of District negligence or misconduct, against claims of whatever nature arising out of deduction from employees’ paychecks.

Requests to authorize dues and/or COPE deductions shall be directed to the Union rather than the District. Requests to revoke or change the authorization shall also be directed to the Union rather than the District. The District shall rely on the Union’s explanations in a certified list, submitted by a representative of the Union who has the authority to bind the Union, regarding whether authorization/revocation/change in deductions has been requested by the employee. The Union shall not provide the District a copy of the employee’s authorization unless a dispute arises about the existence or terms of the authorization.

4. COPE: (Committee on Political Education) the District shall allow a payroll deduction for all employees covered by this agreement who want to voluntarily contribute to the Locals Committee on Political Education.

5. Hold Harmless: The Union shall indemnify and hold the Employer harmless against any cost or liability resulting from any and all claims, demands, suits, or other action arising from the operation of any provision of the Article, or from the use of monies remitted to the Union, including the cost of defending against any such action or claims. The Union will have no monetary claim against the Employer by reason of failure to perform under this Article and agrees to refund to the Employer any amounts paid to the Union in error.
6. **New Employee Notices:** Upon employment, the Employer will inform all bargaining unit employees that the Union is the exclusive bargaining agent representing them. The Employer will give every employee a Union packet, furnished by the Union which will contain a copy of the collective bargaining agreement, a Union membership/agency fee payment application and a cover letter from the Union which explains the Union Security provision of the Agreement. The District shall make a copy of the agreement available on the District’s website and provide copies of the contract for bargaining unit members upon request.

7. **Provision of Information:** Upon request, the Employer will furnish the Union with the names and addresses of all current employees.

8. **Conscientious Objector:** Employees who have legitimate and conscientious objection to providing financial support to the Union may request a Union form requesting to pay sums equal to the Union’s periodic fee to a non-labor, non-religious charitable fund as defined by Section 501(c) of Title 26 of the Internal Revenue Code, via payroll deduction. Employees requesting such objection shall submit the proper request form to the Union for approval. Upon approval, the Employer will remit deduction directly to said organization and provide the Union with verification of remittance.

Any unit employee making payments as a Conscientious Objector, and who requests that the grievance provision of this Agreement be used in his/her behalf, shall be responsible for paying the Union the reasonable cost of using said grievance procedures.
ARTICLE 10 – NON-DISCRIMINATION

1. The District shall not illegally discriminate in regard to wages, hours or terms and conditions of employment against any bargaining unit member on the basis of race, color, domicile, creed, age, gender, national origin, political affiliation, sexual orientation, marital status, retiree status, membership in an employee organization or participation in the lawful activities of an employee organization.

2. Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

3. District will comply with State and Federal laws/regulations regarding non-discrimination, sexual harassment, Americans with Disabilities Act, and Family Care and Medical Leave Act.

[Handwritten notes: TA 7.11.19, District, Fasta, signature]
The following is the Fresno Unified School District’s (“District”) last, best and final offer to the Fresno Area Substitute Teachers Association/Service Employees International Union, Local Chapter 521 (“SEIU/FASTA”) for the parties’ 2019-2022 successor contract negotiations. SEIU/FASTA must accept this final offer in full or it shall be deemed rejected in its entirety.

ARTICLE 12 – RATE OF PAY

1. The District shall notify all substitute teachers by July 1 of each year of the number of days worked in the previous year which will determine the tier of pay they will receive for the upcoming school year. The notice will be mailed to the last address on file with the District and emailed to the District email address provided upon hire.

2. If there is a discrepancy as to the total number of days worked during the previous year, the District will meet with the substitute teacher as soon as possible to agree on a total number of days worked which will determine the pay tier.

3. The definition of “days worked” is the number of paid days a substitute teacher works in the District, including but not limited to the following:
   - CELDT
   - Fast Track
   - Target Improvement Substitutes
   - Association Release
   - Pre-School
   - Substitute Teaching
   - Summer School
   - Children’s Center
   - Peace Center
   - Adult School
   - Pre-Kindergarten
   - Early Learning Center
   - Adult Transitional Program
   - Transitional Kindergarten (TK)
   - Kindergarten through High School
Long-term / Hard to fill / Designated Schools/Pre-School: A five percent (5.0%) differential will be added to Tier II for substitute teachers that provide long-term substitute work or perform work in locations and/or days which the District determines to be hard to fill.

Long-term / Hard to fill / Designated Schools Differential:

<table>
<thead>
<tr>
<th></th>
<th>2019/20</th>
<th>2020/21</th>
<th>2021/22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Differential</td>
<td>$163.04</td>
<td>$--------</td>
<td>$--------</td>
</tr>
</tbody>
</table>

6. Part-Day Substitutes: A substitute teacher who is requested to work less than 3.5 hours will receive one-half of the daily rate of pay. Substitute teachers who are requested to work 3.5 hours or more will receive full daily rate of pay and may be requested but not required to cover other classes by administration.

<table>
<thead>
<tr>
<th></th>
<th>2019/20</th>
<th>2020/21</th>
<th>2021/22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1</td>
<td>$67.36</td>
<td>$--------</td>
<td>$--------</td>
</tr>
<tr>
<td>Tier 2</td>
<td>$77.64</td>
<td>$--------</td>
<td>$--------</td>
</tr>
</tbody>
</table>

Long Term/Hard to fill/Designated Schools

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$81.52</td>
<td>$--------</td>
<td>$--------</td>
</tr>
</tbody>
</table>

7. Full Day Substitutes: A substitute teacher on a full day assignment may be requested to take another class during his/her prep period on a prorated compensation basis based on Tier Level and may be requested but not required to cover other classes by administration.

<table>
<thead>
<tr>
<th></th>
<th>2019-20</th>
<th>2020-21</th>
<th>2021-2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIER 1</td>
<td>$25.02</td>
<td>$--------</td>
<td>$--------</td>
</tr>
<tr>
<td>TIER 2</td>
<td>$26.16</td>
<td>$--------</td>
<td>$--------</td>
</tr>
</tbody>
</table>

Long-term / Hard to Fill / Designated Schools Differential:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>$27.47</td>
<td>$--------</td>
<td>$--------</td>
</tr>
</tbody>
</table>

8. Substitute teachers who accept a job which requires travel between school sites on the same day are entitled to mileage compensation at the current IRS reimbursement rate.
ARTICLE 15 – SITE AND CLASSROOM

1. Site administration will provide substitute teachers the mutually agreed upon general information form to inform the substitute of site procedures and policies. The Substitute folder will include the following:

- A. Teachers room schedule with room number
- B. Bell Schedule
- C. Phone directory
- D. Fire drill procedure
- E. Lock down procedure
- F. Current class list
- G. Rainy day schedule
- H. Current map of the school
- I. Any special needs (student needs) instructions/information

Sign-In-Sheets: On a daily basis, substitute teachers shall first report to the office and complete the following:

- A. Sign the Time Sheet
- B. Pick up the information provided pursuant to Section 1
- C. Pick up computer or hard copy attendance roster.
- D. Pertinent medical condition information.
- E. Pick up the room appropriate keys, which may include, gate keys, building keys, and key to restroom.

Prior to leaving the school site, the substitute teacher shall report to the office and complete the following:

- A. Initial the Time Sheet
- B. Return the information provided pursuant to Section 1
- C. Return the keys to the office manager or designee

3. Any substitute teacher who accepts an assignment from the Smartfinder System shall agree to the terms and conditions of that job number. When the conditions of the assignment change, the site administrator will discuss the change with the substitute teacher prior to
the commencement of the assignment. The substitute teacher is not required to accept the job if the assignment has changed. Please see Article 12 Rate of Pay number 13.

4. Students will be deployed equitably among the number of teachers per grade when needed. **If the number of students increases from the original classroom size, the Substitute Teacher is not required to accept the job as defined in Article 12 section 13 and will receive pay for the remaining hours of the assignment.**

5. A substitute teacher shall will not be required to perform a field-trip assignment unless informed of the assignment prior to accepting the job. The District shall may make an effort to reassign the substitute teacher if he/she was not informed of the field-trip and is not able to accompany the students on the field-trip. **If the assignment constitutes a change in the original job designation issued by the Smartfinder substitute assignment system the Substitute Teacher may decline the reassignment as defined in Article 12 Section 13.** In no event shall will the substitute teacher be denied compensation for accepting the assignment as reported by the Smartfinder System.

6. Substitute teachers shall report in a timely manner to their site principal or principal’s designee student conduct which the substitute reasonably believes violates the student discipline sections of the Education Code and/or Board Policy. (BP 5144, Ed Code section 48900, et seq.)

7. Substitute teachers shall have access to information required to be shared with teachers pursuant to Education Code section 49079 on an as-needed basis.

8. A substitute teacher shall not be required to participate in yard duty prior to the start of school on the first day of any assignment.

9. Substitute teachers who receive the long-term rate of pay are responsible for and may be requested to develop student grades for Progress Reports, Quarterly and/or Semester Reports. Substitutes may also be requested to grade daily assignments. Substitute teachers and the site administrator or designee shall work collaboratively to fulfill this responsibility. Substitute Teachers shall be required to set up the classroom, provide lesson plans and other regular duties required for daily instruction. Site administration may request a long-term substitute teacher to attend meetings. If a scheduling conflict exists, the substitute teacher shall notify site administration as soon as possible. (See Article 12 Section 5).

10. **Substitute Teachers who accept a long-term assignment will be assigned a computer and provided the necessary training, equipment and materials to grade and access the Atlas ssystem to complete their assignment.**
ARTICLE 17 – SUBSTITUTE TEACHER REVIEW FORM BARGAINING UNIT MEMBERS

1. When a site administrator upon identifying themselves, evaluates the teaching performance of a substitute teacher assigned to his/her site, the administrator may, at his/her request, receive input from the teacher for whom the substitute teacher worked, team teachers, department chairpersons, learning directors, program coordinators, and any other member of the school community. All Substitute Teacher Review Forms shall be sent to Division of Human Resources/Labor Relations.

2. The criteria which are to be used in measuring a substitute teacher’s performance shall be, but not limited to, ability to discipline, demonstrate classroom management, demonstrate that whether instructional plans were followed, punctuality, and whether the substitute teacher positively contributed to the instructional program.

3. Before filing a negative formal Substitute Teacher Review Form and within fifteen (15) days of occurrence, the site administrator shall attempt to resolve the issue or concern with the substitute teacher. If the issue is resolved, the Substitute Teacher Review Form shall not be forwarded to Human Resources/Labor Relations. If the principal does not attempt to contact the Substitute Teacher within fifteen (15) days of the occurrence, the Substitute Teacher Review Form will be eliminated. If the substitute teacher is contacted but the situation cannot be resolved to the satisfaction of administration, the Substitute Teacher Review Form will be sent to Human Resources/Labor Relations.

4. A copy of any Substitute Teacher Review Form shall be provided to the substitute teacher by the Human Resources/Labor Relations Department within fifteen (15) days from the completion of the substitute teacher assignment.

A. The substitute teacher shall have the right to submit a response to any such Substitute Teacher Review Form within fifteen (15) days.

B. A representative of Human Resources/Labor Relations shall review the response prior to entering the Substitute Teacher Review Form in the substitute teacher's official personnel file. Upon request, the employee representative may be included during the review.

C. If a representative of Human Resources/Labor Relations and the employee’s representative agree that the charges are not valid, the form will not be entered into the employee’s personnel file and will be destroyed.
D. If the Substitute Teacher Review Form is filed in the substitute teacher's personnel file, the response shall be attached and filed with the evaluation in the substitute teacher's official personnel file.

E. The Human Resources/Labor Relations Representative's determination regarding whether a Substitute Teacher Review Form shall be entered in a personnel file shall not be subject to the grievance procedure.

F. The Human Resources/Labor Relations Representative shall make a final determination as to whether the Substitute Teacher Review Form at issue is a negative Substitute Teacher Review Form for the purposes of this article.

G. A substitute teacher who wishes to meet with a representative of Human Resources/Labor Relations to discuss a negative Substitute Teacher Review Form will be given an opportunity to do so.

5. Any substitute teacher who receives a serious negative Substitute Teacher Review Form or a serious complaint against him/her can be removed from the District list of available substitutes.

6. Any substitute teacher who receives three negative Substitute Teacher Review Forms will automatically be removed from the District list of available substitute teachers. Negative Substitute Teacher Review Forms may not be used more than 2 (two) years after placement in the personnel file. After the two (2) year period has elapsed the Substitute Teacher will have the right to submit a request to have the review form removed from their file. Upon request of a bargaining unit member, formal discipline documents in a bargaining unit member's personnel file shall be sealed if, during the two-year period following the date of the document, the bargaining unit member was not formally reprimanded or suspended and no warning letters for similar misconduct have been issued.

7. If the substitute teacher is removed from the list of available substitute teachers in the District, upon request, the Union shall meet with the Human Resources Administrator within ten (10) days to discuss the possibility of future employment.
ARTICLE 18 – TERM OF AGREEMENT

1. This Agreement shall remain in full force and effect from July 1, 2019 through June 30, 2022.

2. FASTA/SEIU 521 shall present bargaining proposals for a successor contract on or about May January 1 of each the final year of the expiring contract and the parties agree that bargaining shall begin no later than ten (10) days after the governing Board adopts the District’s initial proposal and the FASTA/SEIU 521 proposal has been appropriately “sunshined” or at times mutually agreed upon by the parties.

3. In the event a successor Agreement is not adopted prior to the termination date, this Agreement shall remain in full force and effect until such time as a successor Agreement is adopted or the impasse procedures set forth in Chapter 10.7, Division 4 or Title I of the Government Code, commencing with Section 3548, are exhausted.

4. Either party may reopen by mutual agreement on Article 12, Rates of Pay and up to three (3) non-economic articles for the 2020/21 and 2021/22 and-2018-2019 school years by delivering its reopener proposal to the other party no later than June 1 of each year.
ARTICLE 19 – WORKING CONDITIONS

1. The District will make available in each school an adequate lunchroom and restroom facilities for bargaining unit members’ use.

2. The District will investigate any reports of workplace violence or harassment or threatened violence and reasonably pursue all avenues to provide a safe workplace.

3. Training: The union and the District understand the importance of training substitute teachers. The Union and the District will work together and will agree upon topics relevant to substitute teacher training. These trainings will be conducted three (3) times annually and they will be voluntary only (unpaid). These trainings will be voluntary and conducted by the District. The District will provide three (3) paid training days for the 2019-2022 school year and make every reasonable effort to offer a minimum of three (3) paid training days to substitute teachers for subsequent years as long as funds are available (Example: Teacher Buyback Days). The District will consult with the Union on topics and provide a list of available trainings dates for the calendar year to the Union. Training topics may include proven methods directed at student success, Substitute Teacher safety, and other updates in District-wide programs or technology and may also include District policies and procedures.

4. Blocking from District Sites/Substitute Initiated: It is the responsibility of the substitute teacher to keep their preferences for school site work updated. At any time, the substitute teacher may reactivate himself/herself through updating their preferences. A substitute teacher may only remove a block they have self-initiated.

5. Substitute Teachers Information Guide: Upon beginning an assignment at a school, the substitute teacher shall be provided with a basic information guide, which includes emergency telephone numbers and procedures, daily schedules (regular, minimum, assembly, other, odd or even day), and maps of the school. For additional information, please refer to the information guide at: http://fresnounified.org/dept/hr/employees/infoWebpages/labor-relations.aspx
ARTICLE 20 – MISCELLANEOUS

1. Identification Badges: The District shall pay the cost of identification badges required by the District to be worn or used by bargaining unit employees. The District will pay for replacement costs for the normal wear and tear of badge upon surrender. Lost identification badges must will be paid by the employee District.

2. Long-Term Assignments/Clarification: It is the responsibility of the substitute teacher to know the limits of the emergency substitute permit they hold and to work within the parameters set forward on the permit and as amended by state law. Substitute Emergency Credentials include the following:

A. Emergency 30 day: 20 days in special education classroom per teacher per year.

B. Emergency 30 day: 30 days in general education per teacher per year.

C. Emergency Career Substitute teaching permit: up to 60 days in a general education classroom per teacher per year.

3. Recognition of Substitute Teachers: Annually, at the Board meeting in May, the District will recognize the contributions that substitute teachers make daily to Fresno Unified students. In addition, a written letter of recognition will be included in the District Building Futures newsletter.

4. The District will provide substitute teachers who work fifty (50) or more days in the previous year placed on Tier II with required renewal TB testing and results at the District’s expense if scheduled and completed at designated District locations, utilizing trained District staff. Substitute Teachers will be sent a written reminder two (2) months in advance to include the District locations for testing.

5. Substitute Teacher Support: Substitute teachers shall receive a timely response upon notification in emergencies. Substitute Teachers shall receive proper and necessary keys for areas determined by the administrator or designee to ensure that a plan and necessary support is provided.
AGENDA ITEM C-21

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 18, 2019

AGENDA SECTION: C
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Receive
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Receive Endeavor Charter School Petition

ITEM DESCRIPTION: Included in the Board binders is a petition presented by Western Sierra Charter Schools for the establishment of a new charter, Endeavor Charter School, to operate July 1, 2020 through June 30, 2025.

Endeavor Charter School is a proposed transitional kindergarten through twelfth grade independent study, personalized learning public charter school that will convert Western Sierra Charter School's existing resource centers into its own charter school.


The charter will utilize the facilities of Mountain Home School Charter and Glacier High School Charter, currently in operation. These charters are authorized by Yosemite Unified School District and operate "adjacent county" resource centers at 723 and 777 West Shaw Avenue, within the boundaries of Fresno Unified. These resource centers are no longer legally permissible.

Endeavor intends to open August 2020 with an approximate enrollment of 254 students in grades transitional kindergarten through twelve.

FINANCIAL SUMMARY: The estimated fiscal impact to Fresno Unified School District for 2020/21 is $1,861,931.

PREPARED BY: Debra Odom,
Manager I, Charter Office

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

SUPERINTENDENT APPROVAL:

[Signature]
Endeavor Charter School

Operated by:

Western Sierra Charter Schools

ESTABLISHMENT CHARTER PETITION
FOR FIVE-YEAR TERM
July 1, 2020 through June 30, 2025

Approved by Western Sierra Charter Schools Board   11/12/2019

Submitted to
Fresno Unified School District

Michael Cox, Executive Director
mcox@wscfamily.org
559-642-1422 Ext. 102
41267 Highway 41
Oakhurst, CA 93644
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AFFIRMATIONS AND DECLARATION

As the authorized lead petitioner, I, Michael Cox, hereby certify that the information submitted in this petition for a California public charter school to be named Endeavor Charter School (the “Charter School”), to be operated by Western Sierra Charter Schools, and to be located within the boundaries of the Fresno Unified School District (“FUSD” or the “District”) is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Education Code Section 47605(d)(1)]

- Western Sierra Charter Schools (“WSCS”) declares that it shall be deemed the exclusive public school employer of the employees of Endeavor Charter School for purposes of the Educational Employment Relations Act. [Education Code Section 47605(c)(6)]

- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Education Code Section 47605(e)(1)]

- The Charter School shall not charge tuition. [Education Code Section 47605(e)(1)]

- The Charter School shall admit all students who wish to attend the Charter School, unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing process to determine admission. Except as required by Education Code Section 47605(e)(2) and Education Code Section 51747.3, admission to the Charter School shall not be determined according to the place of residence of the student or of that student’s parents within the State. Preference in the public random drawing shall be given in accordance with Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(e)(2)(C). [Education Code Section 47605(e)(2)(A)-(C)]

- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Education Code Section 47605(e)(1)]

- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities Education Improvement Act of 2004.
The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]

The Charter School shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher’s certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher’s certificated assignment. [Education Code Sections 47605(l) and 47605.4(a)]

The Charter School shall at all times maintain all necessary and appropriate insurance coverage.

The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).

The Charter School shall meet or exceed the legally required minimum number of school days. [Title 5 California Code of Regulations Section 11960]

If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Education Code Section 47605(e)(3)]

The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Education Code Section 47605(n)]

The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]

The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Education Code Section 47605(d)]

The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Education Code Sections 47605 and 47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Education Code Sections 47612(b) and 47610]

- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act (“ESEA”), as reauthorized and amended by the Every Student Succeeds Act (“ESSA”).

- The Charter School shall comply with the Public Records Act.

- The Charter School shall comply with the Family Educational Rights and Privacy Act.

- The Charter School shall comply with the Ralph M. Brown Act.


- The Charter School shall comply with the Political Reform Act.

- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

______________________________
Michael Cox, Executive Director, WSCS
EXECUTIVE SUMMARY

Endeavor Charter School, operated by Western Sierra Charter Schools, is a proposed TK-12 independent study, personalized learning public charter school that will convert WSCS’s existing resource center into its own charter school. WSCS seeks to establish Endeavor Charter School in accordance with Education Code Section 47612.7(b)(1). The Charter School will utilize a facility that was originally utilized by Mountain Home School Charter and Glacier High School Charter, which was in operation prior to October 1, 2019. This facility was an “adjacent county” resource center, which will no longer be legally permissible for Mountain Home and Glacier to operate. WSCS wants to ensure the continued educational program of those students, and therefore is seeking an establishment charter school.

The Endeavor Charter School program will be modeled from WSCS’ two existing independent charter schools Mountain Home School Charter and Glacier High School Charter.

Endeavor Charter School will be committed to three foundational principles. First, parents are to be active leaders in their child’s education. Second, each student’s academic program is personalized to meet the needs of that individual student. Finally, Endeavor Charter School is committed to maintaining high expectations of excellence in both academic rigor and personal conduct for students, parents and faculty.

Endeavor Charter School will offer highly personalized educational plans for each student. We will provide independent study students and their families with four types of resources:

- Guidance and oversight of a student’s educational plan will be provided by a professional, credentialed and experienced Advising Teacher. Each student and his/her parent/guardian will meet regularly with the Advising Teacher to review progress and assessments and plan upcoming curriculum and pacing. When applicable, a Special Education Teacher and/or Section 504 Coordinator will also be part of this educational plan.
- We will provide a wide variety of standards-aligned curriculum and learning materials. Our credentialed faculty will work with each student and his/her parent to design a standards-aligned educational program that meets the student’s individual needs, including A-G approved courses. Endeavor Charter School will purchase the appropriate curriculum and will collaborates closely with each student/parent to develop curriculum pacing plans and expectations for student work.
- Site-based classes, enrichment activities and field trips taught and led by qualified staff and designed around our students’ needs and interests.
- A forum and meeting place for independent study families to collaborate and exchange “best practices” with the guidance of credentialed, professional teachers and staff.

Endeavor Charter School will offer a unique educational option for students in Fresno and the surrounding Fresno communities. Based on enrollment at our existing schools, our model is appealing to a diverse array of students: those who want to accelerate and deepen their learning beyond what is typically offered in site-based schools; students with special needs who would benefit from a home setting; those who have demands outside of school such as amateur rodeo, professional acting, music, dance, and family business/support; and those who simply have not excelled or felt they “belong” in a traditional school setting. Endeavor Charter School will offer broad and personalized curricular and instructional options to meet widely varying individual student needs.
ELEMENT A: THE EDUCATIONAL PROGRAM

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

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

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

I. ORGANIZATIONAL HISTORY, SCHOOL FOUNDERS, MISSION AND VISION

Endeavor Charter School, operated by Western Sierra Charter Schools, is a proposed TK-12 independent study, personalized learning public charter school that will convert WSCS’s existing resource center into its own charter school. WSCS seeks to establish Endeavor Charter School in accordance with Education Code Section 47612.7(b)(1). The Charter School will utilize a facility that was originally utilized by Mountain Home School Charter and Glacier High School Charter, which was in operation prior to October 1, 2019. This facility was an “adjacent county” resource center, which will no longer be legally permissible for Mountain Home and Glacier to operate. WSCS wants to ensure the continued educational program of those students, and therefore is seeking an establishment charter school.

The Endeavor Charter School program will be modeled from WSCS’ two existing independent charter schools:

- Mountain Home School Charter (“MHSC”), originally established in 1994 as the 63rd charter school authorized in California. MHSC is currently authorized by the Yosemite Unified School District in Madera County to serve the mountain community of Oakhurst and families looking for an alternative to the traditional K-8 seat-based schools.
- Glacier High School Charter (“GHSC”), also authorized by Yosemite Unified School District, was founded in 2002 for the purpose of creating a high school program similar in structure to the MHSC elementary program.

Western Sierra Charter Schools is committed to three foundational principles. First, parents are to be active leaders in their child’s education. Second, each student’s academic program is personalized to meet the needs of that individual student. Finally, WSCS is committed to maintaining high expectations
of excellence in both academic rigor and personal conduct for students, parents and faculty.

WSCS schools offer highly personalized educational plans for each student. We provide independent study students and their families with four types of resources:

- Guidance and oversight of a student’s educational plan is provided from a professional, credentialed and experienced Advising Teacher. Each student and his/her parent/guardian meet regularly with the Advising Teacher to review progress and assessments and plan upcoming curriculum and pacing. When applicable, a Special Education Teacher and/or Section 504 Coordinator will also be part of this educational plan.
- A wide variety of standards-aligned curriculum and learning materials: Rather than a prescribed “one size fits all” curriculum, or simply providing students/families with a budget to purchase their own chosen curriculum, our credentialed faculty work with each student and his/her parent to design a standards-aligned educational program that meets the student’s individual needs, including A-G approved courses. WSCS purchases the appropriate curriculum and collaborates closely with each student/parent to develop curriculum pacing plans and expectations for student work.
- Site-based classes, enrichment activities and field trips taught and led by qualified staff and designed around our students’ needs and interests.
- A forum and meeting place for independent study families to collaborate and exchange “best practices” with the guidance of credentialed, professional teachers and staff.

WSCS seeks to honor and recognize the unique gifts, skills, passions, and attributes of each student. Our personalized learning model is dedicated to developing individualized learning programs for each student with the intent to engage each student in the learning process in the most productive and meaningful way, and to optimize each student’s learning potential and success. Our efforts are focused to help all students make substantial progress in meeting the appropriate standards-aligned academic skills in every area of necessary study.

A. ORGANIZATIONAL HISTORY

1. CURRENT PROFILE

Mountain Home School Charter is now in its 26th year of operations and fifth charter term. Glacier High School Charter is now in its 18th year of operations and fourth charter term. GHSC is fully WASC-accredited. 2017-2018 Enrollment Data:

MHSC has 351 students in grades K-8:
- 22% Hispanic/Latino,
- 69% White,
- 2% African American,
- 1% Asian,
- 45% Free/Reduced Price Lunch (“FRPL”),
- 1% English Learners (“EL”),
- 9% students with disabilities

GHSC has 120 students in grades 9-12:
- 28% Hispanic/Latino,
- 64% White,
- 1% African American,
Both MHSC and GHSC have enjoyed years of demonstrated student success, academic growth and family satisfaction in the communities they serve.

2. **NEW CHARTER**

Building on this success and seeking to better serve Central Valley communities, Endeavor Charter School will operate in accordance with the Charter Schools Act of 1992, and consistent with the intent of the California Legislature “to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

(a) Improve pupil learning.
(b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.
(c) Encourage the use of different and innovative teaching methods.
(d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
(e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
(f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.
(g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.” (Ed. Code § 47601.)

B. **FOUNDERS**

Endeavor Charter School is being founded by an accomplished team of experts in educational leadership, charter school management and classroom instruction:

- Michael Cox, M.Ed., Executive Director, WSCS
- Eric Hagen, Co-Principal, Endeavor Charter School
- Nancy Garcia, Co-Principal, Endeavor Charter School
- Jody Jeffers, C.G.F.M., Chief Business Officer, WSCS

WSCS’ Board of Directors is comprised of four parents from our schools, two teachers and a community member. The current board’s make up includes experienced experts in education, business, and management. The Board Chair is Darin Soukup, Ph.D, who is the Director of the Oakhurst Community College Center.

The Founding Group and Board of Directors’ biographies are attached in [Appendix 1](#).
C. MISSION

Endeavor Charter School’s mission is to provide a valid TK-12 public education alternative via independent study with site-based classes and supports that will help students learn and grow to their potential and become responsible contributing community members. Endeavor Charter School will enable students to become literate, self-motivated, lifelong learners by providing a student-centered environment in which all students will be held to high academic and behavioral standards; work in collaborative relationships, both within and outside the school site/calendar; and perform service to the greater community.

D. VISION

The vision of Endeavor Charter School is to create a rigorous, dynamic and accountable learning community that is built upon voluntary association, parent leadership, personalized student learning, and high expectations. Endeavor Charter School will accomplish these complementary goals by providing all students and their parents with: experienced, credentialed teacher guidance and support; standards-aligned curriculum and instruction; ongoing, multiple modality assessments; and a large and growing inventory of high quality, standards-aligned instructional resources that offer both breadth and depth in curriculum and auxiliary materials. As a result, students will develop the skills necessary to become responsible lifelong learners who understand personal dedication and desire as the keys for success.

II. THE STUDENTS ENDEAVOR CHARTER SCHOOL WILL EDUCATE

A. TARGET STUDENT POPULATION

Endeavor Charter School will offer a unique educational option for students in Fresno and the surrounding Fresno communities. Based on enrollment at our existing schools, our model is appealing to a diverse array of students: those who want to accelerate and deepen their learning beyond what is typically offered in site-based schools; students with special needs who would benefit from a home setting; those who have demands outside of school such as amateur rodeo, professional acting, music, dance, and family business/support; and those who simply have not excelled or felt they “belong” in a traditional school setting. Endeavor Charter School will offer broad and personalized curricular and instructional options to meet widely varying individual student needs.

1. PROJECTED ENROLLMENT

Endeavor Charter School intends to open in August 2020 with approximately 254 students in grades TK-12. (See Element G for detailed outreach and recruitment plans.) Like our two existing schools, we will hold enrollment lotteries when demand exceeds capacity. (See Element H for lottery/admissions details.)

While we cannot with 100% accuracy predict enrollment for each year, for purposes of planning our budgets and operations conservatively, the following are our enrollment projections for the term of this charter. Note: This five year ADA projection is based on our most conservative (no growth) projection for budgetary purposes. The ADA reflected in this table is the current ADA of our resource center plus our waiting list. Our goal is to demonstrate in the five-year projected budget that Endeavor is fiscally viable even with a no enrollment growth projection. Our present facilities could accommodate a total number of 308. We anticipate hitting that enrollment number by the end of Endeavor’s five-year charter term.
To be an educated person in the 21st century, a person must first have the foundational skills and knowledge detailed in the California Content Standards, including Common Core State Standards (“CCSS”), Next Generation Science Standards (“NGSS”), English Language Development (“ELD”) Standards, and History-Social Science Content Standards (hereinafter, collectively “State Standards”), including the ability to proficiently read, write, speak, and listen; the ability to compute and analyze mathematical concepts; historical knowledge and the ability to investigate and engage in the scientific process and understand the scientific properties of the world in which we live. As increasingly recognized in revised state standards, thinking skills are critically important: creative thinking, problem solving, reasoning and logic skills and considering problems and issues from different perspectives. At WSCS, we also believe personal qualities are important for 21st century success in college and career: personal responsibility, self-discipline, goal orientation, personal humility, commitment to truth, conviction of right and wrong, and love and respect for others.

At Endeavor Charter School, beyond core academic skills and knowledge, students will develop skills that will enable them to pursue their own path of learning and live a healthy and productive adult life, including:

- Study skills and habits: note-taking, research skills and study strategies; reflect on and evaluate one's own and others' learning;
- Management skills: the ability to plan, initiate, and complete a project, including managing resources of time, money, materials, and space.
- Interpersonal skills: collaborate with teams, be able to both teach and learn from others, be both a leader and a team player, work well with people from different backgrounds.
- Risk and determination: the understanding that taking risk is necessary to accomplish goals, the wisdom to gauge appropriate risk, the determination to persevere through difficulties over time to achieve a desired goal, confidence to learn from failure, improve and press on.
- Information Management: acquire, evaluate, maintain, organize and revise data, interpret and communicate effectively in different contexts, use technology fluently to acquire, process, store and assess information.
- Technology Skills: select appropriate equipment and tools for the task at hand, apply technology to specific tasks, maintain and troubleshoot technologies.
- College and Career Readiness: college applications, financial aid forms, developing resumes, workplace conduct, career planning, internship skills.
- Strong citizenship and leadership skills: volunteerism, student government, social impact work.
- Personal financial management skills: budget development, balancing checkbooks.
IV. HOW LEARNING BEST OCCURS

Our Personalized Learning model reflects our commitment to developing a program that enables and sustains a student’s and parent’s choice and individual needs. Our approach provides the format for our initial schoolwide learner outcomes (SLOs), and is guided through an evaluation of our application of State Standards and critical growth needs.

Endeavor Charter School will adopt clearly defined SLOs and broad-based educational goals for all students. We use the acronym “ACTS” to demonstrate what students will seek to achieve:

**ACTS – “Endeavor Charter School students will become:”**

**Academic Achievers who...**
Plan for their future by establishing goals and action plans and regularly reflect on their own progress. Demonstrate age/grade-level proficiency in literacy, mathematical, scientific and history/social studies, as well as the arts.

**Communicators who...**
Communicate effectively in a variety of contexts by using appropriate oral and written skills. Obtain information, process it critically and respond appropriately.

**Thinkers who...**
Consider, evaluate, discern, and deduce knowledge with accuracy and logic. Utilize a historical and informed understanding to develop their perspectives.

**Self-Sufficient Individuals who...**
Learn independently and act as self-motivated, responsible learners. Take wise risk, set personal goals and persevere over time to accomplish goals. Take individual responsibility for their lives and actions. Adopt attitude of personal gratitude and humility.

The core of our instructional program is the focus on **personalized, differentiated instruction** that is self-directed (with parent/family support and supervision) with customized supports to meet each student’s needs and goals. Students in our independent study model learn how to learn by giving them the training to take initiative for their own learning experiences and access higher level thinking skills. Personalized curriculum resources (text and online), hands-on activities (both site-based and independent) and a variety of different approaches ensure that students are working at their full potential. As learning progresses, scaffolds are gradually removed so that students eventually are able to demonstrate comprehension independently.

Each student at Endeavor Charter School will have a **Personal Learning Plan (“PLP”)** formed in a collaboration between the student, his/her parent/guardian, his/her Advising Teacher(s), as well as a special education specialist and/or EL Coordinator when applicable. An Advising Teacher will serve as the primary point of contact for each student, with additional subject-matter teachers providing guidance and consultation on their specific subject area. PLPs will include specific goals for each semester of school across all subjects. The PLP will specify curriculum to be used, curriculum pacing, and assessments that will be given to demonstrate mastery of the standards-aligned content for each subject area/course. The
PLP will guide each student’s academic progress through independent study and site-based instruction and supports.

We believe that learning best occurs when students are expected to meet high standards for achievement and are supported in their learning with an individualized approach that rejects the notion that “one size fits all.” In order to help all students meet our high expectations, the parent and Advising Teacher will clearly communicate those expectations, and then provide appropriate, individualized support to achieve the stated goals, and meaningful opportunities for students to demonstrate their accomplishments and successes. Instruction at Endeavor Charter School starts first with an understanding of the essential skills, goals and objectives we are trying to achieve, based on State Standards. Students will be offered challenging work that requires critical thinking and the ability to articulate one’s ideas. When students are struggling, parent and Advising Teacher will not lower their expectations, but instead will find creative new ways to ensure students master the content, skills and attributes detailed in the PLP, including, as needed, intervention plans for specific students. As noted psychologist Lev Vygotsky described in Mind in Society: The Development of Higher Psychological Processes, the key to a learning experience within a student’s zone of proximal development is “problem-solving under adult guidance or in collaboration with more capable peers.” The personalized learning model of Endeavor Charter School is scaffolded and differentiated for each individual student in order to ensure all students achieve academic growth.

As a relatively small school with much of the learning taking place at home under the guidance of a supported parent, as well as small class sizes for site-based learning, every student is known far better by their teachers than in a traditional setting in which one teacher may have dozens or perhaps a hundred students each day. We believe learning best occurs when a student is known by a group of committed educators. A high interest curriculum tailored to each student’s needs, positive teacher guided feedback, a non-threatening environment and an atmosphere that promotes self-reflection is essential to a true learning experience. As John Dewey wrote decades ago, “Education should be child centered; we should begin planning the lesson by looking at where the child is developmentally.” (Dewey, Experience and Education, 1938.) With just 270 students initially at Endeavor Charter School, every student will be personally known by several caring, attentive adults, most notably their own parent at home.

We work to ensure that our students’ learning is connected to their “real world”; in other words, in the context of their own experience. We work with students and their parents to engage their natural curiosities, integrate subjects in practical and meaningful ways, and help students define their own inquiries. If what students “know and believe is not engaged, learners may fail to grasp the new concepts and information that are taught, or they may learn for purposes of a test but not be able to apply them elsewhere, reverting to their preconceptions outside the classroom. This means that teachers must understand what students are thinking and how to connect with their prior knowledge if they are to ensure real learning.” (Darling-Hammond, 2008.) Through our personalized learning model and with the support from their Advising Teacher, students, will have autonomy to self-select reading, writing and other learning, and control the time and place where most of their learning occurs. The model inherently demands that students take responsibility for their own learning via self-motivation, self-reflection and self-assessment. This with a thorough system of comprehensive supports, will ensure each student develops this responsible autonomy in a meaningful and productive way.
V. ENDEAVOR CHARTER SCHOOL WILL ENABLE STUDENTS TO BECOME SELF-MOTIVATED, COMPETENT AND LIFELONG LEARNERS

Endeavor Charter School will enable students to become self-motivated, competent, lifelong learners by facilitating independent learning that is engaging, supportive, and worthwhile, helping them develop an authentic love of learning that continues far beyond high school. Our program has been carefully designed to develop students to be self-motivated and competent, who view themselves as lifelong learners. Research has found that three elements are needed for students to be self-motivated: autonomy, mastery, and a sense of purpose. (Pink, 2010.) Through our student-centered, personalized learning program (autonomy), students come to understand that they can achieve and they can experience the rewards and confidence that come with achievement (mastery). As students develop confidence in their own abilities they approach learning enthusiastically, for their own benefit and the benefit of others (purpose), fostering an authentic self-motivation to learn.

Through diverse assessments, our teachers will ensure that learning objectives are met by students. During each PLP meeting, students will continuously be asked to reflect on their own learning, helping them gain understanding of the way they learn best. Students who can effectively express how they learn best can “own” their education and be successful and enthusiastic life-long learners. Perhaps most importantly, beyond mastering specific skills and facts, students will learn how they learn best. As students actively participate in their own learning and even the design of their own learning plans they see the relevance and applications of their education to their daily lives. Thus, well beyond the mastery of specific skills and knowledge, students will develop a lifelong ability to continue to learn. Students at Endeavor Charter School will develop a solid foundation that will serve them well in college, careers, and beyond.

VI. CHARTER SCHOOL GOALS AND ACTIONS TO ACHIEVE THE EIGHT STATE PRIORITIES

Please see the section “Goals, Actions and Measurable Outcomes Aligned with the Eight State Priorities” in Element B of the charter for a description of the Charter School’s annual goals to be achieved in the Eight State Priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals, in accordance with Education Code Section 47605(c)(5)(A)(iii).

VII. INSTRUCTIONAL DESIGN

Endeavor Charter School will offer a unique model for learning that blends extensively supported personalized learning with supplemental and comprehensive resources for student support which includes but is not limited to: wide variety of curriculum texts, a vast collection of online classes and instruction, site-based classes, labs, workshops, tutoring, community-based learning experiences, extracurriculars, dual Enrollment in community college and other services. Students will have the option to work independently and/or online on their courses each day with parental oversight or on-site at our learning center, attend on-campus classes and/or concurrently enroll in local community college courses.
Each day’s work assignments are standards-aligned and based on published texts and curriculum, with clear learning objectives defined (more on the curriculum is included in the next section below).

Endeavor Charter School believes that incorporating and empowering parents within the educational process is critically important, and is an essential part of how we operate as a charter school. The parents’ priorities, their leadership and their daily hands-on involvement are essential to the progress and success of each student. This involvement is guided by a credentialed “Advising Teacher” who has been trained as a student academic advisor, counselor, and curriculum specialist. The Advising Teacher works closely with both the student and the parents through frequently scheduled meetings. The Advising Teacher serves as an instructor, guide and counselor for the student’s entire learning program. This provides great continuity for the student’s overall educational program. The Advising Teacher ensures that each student’s learning needs are assessed appropriately, that their goals are both rigorous as well as reasonable and that the student is progressing toward their personalized learning goals.

This personalized learning methodology is implemented in a variety of ways. Students at Endeavor Charter School are provided with options for State Standards aligned direct instruction in Mathematics, Science, Social Studies, English/Language Arts, Fine Art, and Foreign Language. Students also are given high quality CCSS-aligned curriculum and instructional materials, which students utilize independently. Endeavor Charter School will provide a multiple measures approach in assessing every student. Each student’s progress is continually monitored through a variety of assessments. This information is regularly evaluated by the Advising Teacher during PLP meetings. This frequent monitoring of progress shapes the student’s personalized learning plans.

Students and their parents meet with their Advising Teacher on a regularly scheduled basis, at least once every twenty school days. At this meeting the student’s learning objectives are established for the next learning period, assignments are given, the student’s completed work is reviewed and assessed by the Advising Teacher, the parent is provided guidance as needed, intervention plans are created when applicable and the student is provided tutoring. At the beginning of the school year each student is assessed with a State Standards-aligned assessment program. Currently WSCS charter schools are using the Northwest Evaluation Association (“NWEA”) or Let’s Go Learn assessment programs, but Endeavor will continue to evaluate which benchmark tests we use based on our students needs. The assessment results, as well as the Advising Teacher’s input, help guide the student’s academic program for the year.

The primary elements of our instructional program include:

1. Master Agreement/Independent Study Compliance
2. Personal Learning Plan/Personalized Learning
3. Site-Based and Online-Based Courses and Support
4. Community- and College-based learning opportunities
5. Extracurricular/Enrichment Opportunities

A. Master Agreement/Independent Study Compliance

At Endeavor Charter School, students will have varying curriculum (and in upper grades, courses) and on-site schedules personalized to meet their individual needs. As an independent study school, students benefit from greater flexibility and are able to utilize their time in areas such as: taking college classes, pursuing and developing their own interests, business internships and greater depth of studies beyond
traditional schools. Each student’s education team, (student, parent, Advising Teacher and as appropriate, additional personnel such as a Special Education (“SPED”) Teacher or EL Coordinator) will design the student’s annual **Master Agreement** (“MA”). Additionally, each semester, this team develops the student’s **Personal Learning Plan**, which adapts to the students’ needs to ensure his/her success in meeting both short and long term academic and personal goals.

Each student is assigned to an Advising Teacher who then is that student’s main point of contact and academic guidance, subject-specific credentialed teachers also provide guidance, curriculum advice, site-based instruction, tutoring, assessment review and more for each student. Having a single primary point of contact provides excellent continuity for the student’s overall educational program. The Advising Teacher ensures that each student’s learning needs are assessed appropriately, that their goals are both rigorous as well as reasonable and that the student is progressing towards their personalized learning goals.

Each student’s PLP includes a personalized schedule of independent study classes, assigned site-based classes, online classes, workshops, labs, enrichments/extracurriculars and check-ins with their Advising Teacher and, for secondary grades, additional subject/course teachers based on that students needs and interests. All students will have continuous contact with each of their teachers (one-on-one, in class or lab, by email, phone, conference, and/or online) as specified in the WSCS Board Policy and in accordance with Education Code Section 51749.5(a)(7)(A): “Certificated employees and each pupil shall communicate in person, by telephone, or by any other live visual or audio connection no less than every twenty school days to assess whether each pupil is making satisfactory educational progress.” Teachers will provide needed instruction, adequately judge student progress, and make appropriate modifications. The frequency of student-teacher meetings may be increased as needed throughout each term, based on individual student needs.

As required by California law, the Independent Study Master Agreement for each student will include the following:

- The manner, time, frequency, and place for submitting a pupil’s assignments and for reporting his or her progress.
- The objectives and methods of study for the pupil’s work, and the methods utilized to evaluate that work.
- The specific resources, including materials and personnel, that will be made available to the pupil.
- A statement of the policies adopted pursuant to subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil’s assigned work, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
- The duration of the independent study agreement, including the beginning and ending dates for the pupil’s participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
● A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.

The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

Before the commencement of independent study, the Independent Study Master Agreement is completed and signed by the student, parent, Advising Teacher and all other persons directly responsible for the student’s education. A student who is 18 or older may enroll and sign their own Master Agreements. The Principal of Endeavor Charter School oversees scheduling and compliance reporting for all Master Agreements.

At least once every 20 school days, each student with their parent will meet one-on-one with his/her Advising Teacher, who will monitor his/her progress in meeting the terms of the Master Agreement. Monitoring and coordination of the Master Agreement will be done by the assigned Advising Teacher during the scheduled PLP meetings. During this mandatory meeting, students will review assignments and assessments completed (online and onsite), pacing and completion of objectives detailed in their MA and PLP.

Onsite class schedules are developed and students enroll for those classes each semester. Onsite classes are part of a menu of academic services and options that Endeavor Charter School will make available to students. Students, with their parent and Advising Teacher, choose the classes which they need or are interested in. All onsite classes are taught by qualified instructors.

Student progress is measured by a variety of assessments, both formal and informal, including tests, quizzes and essays, along with discussion of school work and assignments with Advising Teachers. Many of these assessments are administered online, while others are graded and reviewed by teachers. Advising Teachers discuss grades and progress during scheduled PLP meetings. If there is limited or no progress, Advising Teachers discuss with the student and parents/guardians ideas for improvement and suggest options to create better study habits in order to achieve success.

Endeavor Charter School will comply with all legal requirements for independent study, to assign attendance credit, using the time value method of attendance accounting outlined in Education Code Section 51747.5(b). If a student becomes or is in risk of becoming non-compliant either by missing appointments, classes, workshops, or assigned student work, the Advising Teacher will schedule a meeting with the student, his/her parent, principal and any other appropriate teachers (i.e. of the class in which assignments were missed) to discuss the student’s compliance with the requirements of the independent study program. Students will have up to 20 days to submit work from the time it is assigned in Master Agreement. As necessary, the Advising Teacher will arrange a Student Study Team (“SST”) meeting with parents/guardians, Section 504 Coordinator as well as the SPED Support Teacher or other teachers to evaluate further student supports or accommodations. Appropriate interventions may be arranged such as tutoring, attendance in study skills workshops, Section 504 Plan accommodations, SPED evaluation or other supports.
If the student continues to miss assignments or meetings, the Advising Teacher will discuss with the student and parent whether the student’s goals need to be modified and whether the student is able to meet the requirements of the independent study program. Students who choose to transfer to another school will be processed like any site-based transfer student. Paperwork is completed by Endeavor Charter School administrators or registrar, and includes information about the school the student plans to attend, the reason why the student is leaving as required by CALPADS, and a signature by the parent (or the student if student was an adult when first enrolled). The student is expected to return all textbooks, tablet computer and school materials, and an official transcript is issued.

**Independent Study Assurances**

Endeavor Charter School shall comply with all applicable independent study laws including, but not limited to, Education Code Sections 51745 et seq., 47612.5, 47634.2; and Title 5, California Code of Regulations, Sections 11700-11705 and 19850-19854. These laws require, among other things, that Endeavor Charter School shall operate pursuant to an adopted independent study Board policy; each student will have a Master Agreement; and Endeavor Charter School must file for a funding determination as a condition of funding. The Endeavor Charter School shall maintain written contemporaneous records that document all student attendance. These records shall be made available for audit and inspection. Endeavor Charter School will receive an annual, independent audit of student records conducted by a state-approved certified public accountant. Records are kept for a minimum of three years pursuant to Education Code Section 51747(b), which states: “A written record of findings of any evaluation made pursuant to this subdivision shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.”

**Attendance Accounting and ADA Ratios**

a. Charter schools must use the time value method of attendance accounting. Education Code Section 51747.5(b)

b. Charter schools must keep a daily or hourly attendance credit register, as appropriate to the program in which the pupils or adult education students are enrolled, separate from classroom attendance records, and maintained on a current basis as time values of pupil or adult education student work products are personally judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons. (5 CCR § 11703(b)(4).)

c. Education Code Section 47612.5(a)(2) states that charter schools must “Maintain written contemporaneous records that document pupil attendance and make these records available for audit and inspection.” A “daily engagement log” (tracking each student’s daily engagement in educational activities for each day school is in session) is required by 5 CCR 11960.

The ratio of average daily attendance (“ADA”) for independent study pupils to full-time equivalent (“FTE”) certificated employees responsible for independent study is not to exceed the equivalent ratio of ADA to FTE certificated employees for all other (non-independent study) educational programs (referred to as the comparative ratio). For charter schools, that is the prior year ratio for all other non-independent study, educational programs of the largest unified school district in the county or counties in which they operate, or a fixed ratio of 25 to 1 pursuant to Education Code Section 51745.6(d) and California Code of Regulations, Title 5, Section 11704.
B. PERSONALIZED LEARNING PLAN/PERSONALIZED LEARNING

In addition to the Independent Study Master Agreement, which focuses on compliance with the Education Code Independent Study requirements, the Personalized Learning Plan is created to forecast, document and revisit the student’s academic and personal goals. The PLP brings the student, parent and Advising Teacher together in a formalized relationship for the sole purpose of planning, implementing, assessing and adjusting the student’s educational program. This documented process includes frequent, regularly scheduled meetings of the parent, student and Advising Teacher, assessment of the student’s academic strengths and weaknesses, development of a curricular and instructional plan tailored to the student, ongoing monitoring and collection of student work and adjustment to meet the student’s needs. The PLP process is a thorough, formal but personal system that meets each student’s academic needs in a very precise, individual and responsive way.

At Endeavor Charter School, “personalized learning” specifically means a unique blend of classroom and non-classroom based public education that is tailored to the needs and interests of each individual student and incorporates the leadership of the parent. At Endeavor Charter School students and their parents are provided a variety of high quality curricular options. We set before them the standards-aligned educational goals and work cooperatively with them in creating customized learning plans that best reach those goals.

The PLP team selects from a wide variety of approved curricular materials for each subject including vast supplementary resources. Additionally, online resources such as Edgenuity and Rosetta Stone are available to students. These online resources, like our textbooks, offer comprehensive curriculum and instructional delivery, aligned to both state and national content standards.

Interactive and media-rich experiences are designed to engage each student at their proficiency level with customization to meet the students who are below, at, or above grade level. Each provides real-time data for parent and Advising Teachers to monitor each student’s progress against standards, track growth, identify learning patterns and the need for any supplemental supports or remediation. The online platform “dashboard” makes it easy for students to track their own progress and reflect upon their own learning. Additional interactive, online learning tools are used at every grade level including but not limited to: Lexia Reading Core 5, Learning Ally, and Think Central’s digital resources aligned to our state-adopted math and ELA curriculum, Kahn Academy and ALEKS. Students have 24/7 access to their curriculum and assignments. They receive feedback in real-time for submitted work, both through automatically graded online assessments and through Advising Teacher feedback from Endeavor Charter School faculty. Students proceed at their own pace through assignments, accelerating or slowing down as needed to master the content. Endeavor Charter School will provide Chromebooks to all students to ensure they have 24/7 access to all curriculum and assessments.

At the high school level, students have the opportunity to be part of the “High School Enrichment Community College Program”. Beginning the summer after a student’s sophomore year, students can start taking two classes per term (summer, fall, spring). Each 3-4 unit college class receives 10 high school credits. Students must have a GPA of 2.5 or higher to participate and must be current in all Endeavor Charter School work. The student’s Advising Teacher or Academic Guidance Counselor, and the Principal must authorize the student’s course selection in advance.

Our varied curricular offerings are designed to serve pupils of diverse learning needs, ability, and backgrounds. Our curriculum gives students opportunities to build independent study and time
management skills and allow for greater parental involvement, and direct pupil decision making participation. Our personalized learning model blends learning environments both within and beyond the classroom, including on-site classes, home-based instruction, online instruction, and community-based instruction.

Endeavor Charter School’s personalized model of instruction is designed to ensure:

1) Each student is held to high standards and has access to rigorous curricula and quality instruction that is intellectually challenging.
2) All students have access to qualified certificated personnel.
3) Instructional resources support State Standards and are culturally, linguistically and developmentally appropriate for every student.
4) All high school students have access to the core curriculum that is aligned with the UC/CSU A-G requirements.
5) Teachers maintain high expectations for the learning of rigorous content, differentiate instruction for varied learning styles and varied ability levels, and provide students multiple opportunities to learn and demonstrate their learning.
6) Students have opportunities to select and be placed into academically appropriate courses reflective of their abilities and needs.
7) Students are encouraged to challenge themselves with a variety of learning experiences and within a variety of learning contexts.
8) Educators understand and apply strategies for closing the opportunity and achievement gaps.
9) All students have access to learning paths that support post-secondary options of looking at colleges and careers.

C. SITE-BASED CLASSES, LABS AND WORKSHOPS

In addition, to self-directed learning with one-on-one check-ins with Advising Teachers, students will have the opportunity for a large variety of site-based learning opportunities.

For grades K-12, we offer a variety of site-based classes. Below are some examples that include, but not limited to, the class offerings.

Kindergarten and 1st grade Variety Class: This is a theme-based class where all activities are designed around a science topic. Students learn to interact with their classmates as they discover concepts through literature, technology, drawing, crafts, writing, speaking, role-play, interactive poetry, music, and games. In addition, Kindergarten and 1st grade students are able to participate in a full-immersion Spanish class and learn introductory concepts of music.

2nd-8th Grade Class Offerings: Writing and Technology, Music, Spanish (full immersion as a second language), Critical Thinking in Mathematics, Science, Technology, Engineering, and Math (“STEM”) classes such as Science Standards for 5th and 8th Grade, Lego Robotics, Underwater Remotely Operated Vehicles (“ROV”), Language Arts such as Reader’s Theater, Literacy Through Arts and Puppetry, California History, and United States History.

9th-12th Grade Class Offerings: Integrated Math (“A to G”-approved) 1, 2, 3, Biology (“A to G”-approved), Chemistry (“A to G”-approved), Physics (“A to G”-approved), Spanish & French Support for “A to G” Online Courses, Underwater ROV, Student Leadership (“A to G”- approved), Studio Art (Silk Painting, Mosaic,
Glass Painting), Integrated Drawing (“A to G”-approved), Art 1,2 and 3 (“A to G-approved), Personal Finance (“A to G” – approved), Choir, Graphic Design, High School Composition and Language Arts, Personal Finance, Career Technical Education (“CTE”) Pathway in Computer Information Support Services (Advanced Placement (“AP”)) , Music, World History (“A to G”-approved), U.S. History (“A to G”-approved), Graphic Design and Yearbook. We also offer all high school students tutoring sessions to support their academic success.

In addition to onsite academic offerings, Endeavor Charter School will offer enrichment and extracurricular activities such as Associated Student Body, Academic Decathlon, Academic Pentathlon, community service projects, various field trip opportunities and college campus tours.

Many of our students are significantly involved with their own extra-curricular personal pursuits. In fact, as demonstrated in parent surveys, a significant and increasing percentage of our students come to Endeavor Charter School particularly looking for flexibility to participate in competitive dance troupes, international studies, amateur rodeo, professional acting, specialized pursuits in education, musical involvement and family businesses. With these elements in mind, Endeavor Charter School keeps a keen focus on our unique educational mission, which is to provide broad and personalized curricular and instructional options to each student and family to best suit their context.

VIII. Teaching Methodologies

The State Standards and the frameworks for instructional design are used in selecting primary instructional textbooks and resources as well as in lesson plan creation. Some of the “student centered” instructional approaches include collaborative projects, critical thinking problems and solutions, communication and public speaking opportunities and creativity in completing project-based learning projects. Differentiated instructional approaches, such as assigning open-ended projects using technology for lesson delivery and group collaboration. Self-directed labs and classroom activities are used to meet the needs of students’ various learning styles and abilities.

Parents will use a variety of teaching methodologies with their children, ranging from explicit, direct instruction, online interactive learning and project-based/hands-on learning. Because of the “one on one” nature of personalized, parent lead education, our students are instructed and engaged in their learning to mastery. This is, of course, one of the great strengths and advantages of our personalized learning method. Students are not left behind as the instructional information continues to flow by them. Rather, they may move ahead or work at a different pace, according to their understanding.

A. Core Subject Descriptions & Instruction

Endeavor Charter School will fully implement the State Standards in order to provide effective, appropriate instruction for all students. Endeavor Charter School will provide curriculum, instruction, and assessments that are focused on knowledge, skills and understanding the State Standards. Course offerings reflect our current student needs and staffing. These may change to better adapt the changes in our program.

Listed below is a description of each subject area, divided into K-8 and 9-12 sections.

Instructional Materials and Resources
1. **ENGLISH LANGUAGE ARTS**

**Grades K-8**

The elements of the ELA/ELD programs are aligned to the four strands of the **CCSS in English Language Arts** and incorporates the four strands of Reading, Writing, Listening and Speaking. The curriculum will be based on state adopted textbooks, State Standards-aligned online programs, approved reading lists, and teacher-created curricula using a variety of resources to enhance student learning. We provide State Standards-aligned curriculum from the state adopted lists as well as other curriculum resources that serve to complement and meet the needs of our students. Supplemental materials include leveled readers and phonics materials, nonfiction and current events news subscriptions, writing, grammar, and spelling programs. All teachers will emphasize close reading of fiction and informational text, aligned with grade level expectations in the standards.

Beginning in kindergarten, students listen to stories and informational text and begin learning research strategies, completing short written responses to demonstrate their comprehension. As students advance in reading levels, they both listen to and read a variety of texts, and learn to use reading comprehension strategies (predicting, connecting, questioning, monitoring, clarifying, summarizing, inferring and visualizing) in concert to analyze, evaluate, and interpret what they read. Books are organized by reading levels to facilitate targeted instruction based on the needs of the individual students. Parent and Advising Teachers use a diversity of print and digital sources so that students integrate and evaluate content, visually and quantitatively, as well as in words.

Systematic instruction is provided in word recognition, including phonological awareness and phonics, comprehension strategies and vocabulary development. Children are also given ample time to practice reading decodable books in the early grades and then chapter and non-fiction books as they progress. Materials, strategies and techniques align with student needs, based on developmentally appropriate expectations. In daily reading lessons, students are explicitly taught the strategies and habits of effective reading. For additional support, the online programs Lexia Core 5, Let’s Go Learn Reading Edge, Edgenuity reading intervention, and Learning Ally all serve to adapt to student’s individual needs and to improve students’ reading, by differentiating instruction based on students’ reading levels.

During site-based learning time, students will engage in more collaborative whole class and small group learning. The Advising Teacher will read aloud with students (and have students read aloud with their peers), and provide structured peer-to-peer learning exchanges.

As researchers have found, the amount of time reading is the best predictor of reading achievement, including a child’s growth as a reader from the second to the fifth grade. A crucial component of our personalized learning model is ensuring students are reading texts they can read independently. Students receive one-on-one guidance and support from both their parent and their Advising Teacher to ensure students are reading texts they can read independently (via leveled readers). Greater fluency gains are seen with struggling readers when they are provided with texts they can read accurately. Advising teachers work with parents to ensure students are selecting and reading appropriate texts for their given level of proficiency.

English Learners and students who are struggling are supported with books at their individual reading level, one-on-one instruction, and additional tutoring. During site-based class time, students’ fluency is developed as they listen to their peers read who are more proficient and read-alouds by the teacher.
Graphic organizers and other scaffolding are used to support struggling writers, and one-on-one work with their teacher, parent/guardian, and tutors.

As students progress, reading instruction will focus on “reading to learn” rather than “learning to read.” During small group, site-based classes, differentiated instructional approaches will be provided through the use of modeling, visual aids, and hands-on applications which help students apply learned skills to text at their independent reading level and receive systematic decoding and fluency instruction—when appropriate.

By fifth grade, students read with sufficient accuracy and fluency to support comprehension. They should be able to read grade-level text with purpose and understanding. Students are accessing their repertoire of reading skills to read complex text with high levels of engagement and comprehension. Fifth grade readers begin to infer about characters’ motivations, changes, and the lessons they learn, and to interpret across texts by analyzing characters and responding to literature.

In middle school grades, students are expected to grapple with different texts and analyze the development of arguments throughout each text, comparing and contrasting the writer’s argument, and analyzing the validity of evidence presented. Students will read rigorous fiction and non-fiction texts, prose and poetry. Students will have access to state-adopted texts, State Standards-aligned online curriculum programs, plus additional resources and assessment programs to inform student progress, enabling parent and Advising Teachers to push students to greater levels of complexity based on data generated from tests, quizzes, projects, and completed work.

Similarly, writing is developed from the earliest stages alongside reading. Children use their knowledge of sounds and symbols to communicate their ideas. They learn to organize and structure ideas, to write in a variety of genres, and to use the conventions of print appropriately. In writing lessons, students learn to observe their lives and the world around them, and to collect, draft, revise, and publish well-crafted narrative and expository texts.

There are four basic writing modes that students will master as they progress: descriptive, narrative, expository, and persuasive. These basic modes can then be broken down into subcategories, described below.

**Basic Modes:**
- **Descriptive Writing** - The primary purpose of descriptive writing is to describe a person, place, or event so that the topic can be clearly seen in the reader's mind. The writer must use vivid details that paint a picture for the reader.
- **Expository Writing** - The primary purpose of expository writing is to provide information such as an explanation or directions.
- **Narrative Writing** - The primary purpose of narrative writing is to describe an experience, event, or sequence of events in the form of a story.
- **Persuasive Writing** - The primary purpose of persuasive writing is to give an opinion and try to influence the reader's way of thinking with supporting evidence.

**Subcategories:**
- **Argumentative Writing** - This form of persuasive writing has a primary purpose of making a statement that the reader will disagree with, then supporting the statement with specific details that will convince the reader of the truth of the statement.
• **Business Writing** - This form of expository writing has a primary purpose of communicating with others in the workplace.

• **Comparison and Contrast Writing** - This form of expository writing has a primary purpose of showing the similarities and differences between two subjects.

• **Expressive Writing** - This form of creative writing has a primary purpose of sharing thoughts, ideas, and feelings on the topic.

• **Informative Writing** - This form of expository writing has a primary purpose of providing information in a clear, concise manner.

• ** Literary Response** - This form of expository writing has a primary purpose of providing a personal reaction to a piece of literature.

• **Personal Narrative Writing** - This form of narrative writing has a primary purpose of sharing an experience or event from the author's own life.

• **Poetry** - This form of creative writing has a primary purpose of imaginatively reflecting on a subject, idea, or event. This is usually done in stanzas rather than paragraphs.

• **Process Writing** - This form of expository writing has a primary purpose of explaining the steps or procedure of something.

• **Reaction Writing** - This form of expository writing has a primary purpose of providing a personal response to something.

• **Research Writing** - This form of expository writing has a primary purpose of reporting new information that has been learned by studying available resources.

• **Technical Writing** - This form of expository writing has a primary purpose of conveying technical information in a simple, no-nonsense manner.

By the end of fifth grade, students will write opinion essays, informational pieces, narratives, and conduct short research projects. Students will learn to view writing as a craft as they continue to work on revising their writing pieces, on skill development, and writing with proper grammar and conventions. In addition, with parent and Advising Teacher guidance and support, students will use technology to produce and publish their writing, gaining command of keyboarding skills.

Students in middle school grades, in accordance with CCSS, will engage in close reading of complex content, debate and discuss what they have read, and self-assess their own writing and analysis. Central to the students' progress in grades 6-8 as they enter secondary education and prepare for high school curriculum is the use of evidence to support a thesis. Our students will practice this skill repeatedly while being supported with targeted instruction and intervention.

Listening and speaking skills, in alignment with CCSS, are embedded throughout the curriculum and in our onsite classes. Young students are explicitly taught listening skills such as following directions, participating in group discussions as active listeners and providing input and feedback, and avoiding distractions. With increasing complexity as they grow in grade level, students learn to present information and their work to their peers, teachers and community members. They learn basic speaking habits of enunciation, posture, volume and more, as well as structuring their presentations, using varied forms of speech depending on the context, and using visual aids for their presentations. In all grades, students learn how to listen respectfully, speak clearly, and respond with constructive questions or empathetic comments.

Finally, in addition to being taught as specific curricula, reading and writing are integrated into other subject areas such as science and social studies. For example, students keep journals in their science
classes, where they record what they have learned and their reactions to the material. In this way, they learn to effectively synthesize and communicate the subject matter.

 Grades 9-12
At the high school level, students select from different courses. The following are brief descriptions of the high school level ELA courses, both required and elective. High school students are required to take four years of ELA courses to graduate.

**English 9: Intro to Literature & Composition (core and college preparatory)**
This course is for all incoming ninth grade students who are able to participate in college preparatory classes. This class will help students understand literature. Students will read texts covering five genres: short story, nonfiction, fiction, poetry, and drama. Students will analyze recurrent patterns and themes in historically or culturally significant works. Students will read four novels and respond by answering comprehension and critical thinking questions as well as book reports and summaries. These responses will include character development and analysis, writing conventions and styles, and reading comprehension skills. Students will gain skills necessary for competent writing and reading by focusing on the mechanics of language, vocabulary development and directed reading and writing. Students will complete a variety of writing activities, narrative, expository, persuasive, informational, and descriptive writing that demonstrates research, organization, and drafting strategies. Students will respond orally to the literature in all genres and complete a creative writing project.

**English 10: Literature & Composition II (core and college preparatory)**
This year-long course is for all tenth grade students who are able to participate in college preparatory classes and have successfully completed English 9. Students will continue to apply the knowledge and skill acquired in previous grades with more refinement, depth, and sophistication with grade-appropriate material. Students will read the short story, non-fiction, historical fiction, poetry, and drama and analyze recurrent patterns and themes in historically or culturally significant works. Students will read at least two novels and respond by answering comprehension and critical thinking questions as well as book reports and summaries. These responses will include character development and analysis, writing conventions and styles, and reading comprehension skills. Students will gain skills necessary for competent writing and reading by focusing on the mechanics of language, vocabulary development and directed reading and writing. Students will complete a variety of writing activities, narrative, expository, persuasive, informational, and descriptive writing that demonstrates research, organization, and drafting strategies. Students will respond orally to the literature in all genres and complete a creative writing project.

**English 11: American Literature (core and college preparatory)**
This course is for all eleventh grade students who are able to participate in college preparatory classes and have successfully completed English 9 and English 10. Students will read, non-fiction, historical fiction, modern American poetry, significant essays, historically significant speeches, and analyze recurrent patterns and themes in historically and culturally significant works. Students will read at least three novels and respond by answering comprehension and critical thinking questions as well as book reports and summaries. These responses will be through active reading to make discoveries regarding plot, setting, character development, point of view, language and tone, meaning, and historical connection. Students will gain skills necessary for competent writing using writing conventions and styles, and reading utilizing comprehension skills using mechanics, vocabulary development, and directed reading. Students will complete a variety of writing activities including; comprehension, critical thinking and creative response, essay, poetry, speech, composition and drafting strategies, descriptive writing that demonstrates literary
research, reflective and persuasion responses, journalistic response, interpretive, observational, editorial, and organization responses. Students will respond with discussion and shared inquiry, and prepare to demonstrate insight and gained knowledge on an ongoing basis. Students are expected to perform a high level of critical thinking and application of sophisticated communication skills as they analyze a variety of discussion topics and literature forms.

**English 12: World Literature (core and college preparatory)**
World Literature is a college preparatory class designed to comprehensively address the English Language Arts skills of comprehension and analysis of literary works, reading and listening for meaning and expanded vocabulary, writing with appropriate conventions and expanding styles, and thinking critically to discern patterns and form opinions. Students read and respond to novels, biographies, short stories, dramas, poetry, and nonfiction works, with an emphasis on world literature. Students will write with a clear voice and understanding of the audience and draw conclusions based on research. They produce a variety of writings, including comprehension and critical thinking response, novel episodes, scripts, short stories, poems, biographical research, reviews, reflective, persuasive, journalistic articles, cause and effect, compare and contrast, and research essays.

**Composition 2 (College-Preparatory Elective ("g") / English)**
The purpose of this year-long Composition 2 course is to prepare students for the literacy demands of higher education by teaching them to develop evidence-based analytic and argumentative essays that proceed through several drafts. Throughout this process, students will make choices appropriate for specific audiences and purposes while using effective voice, ideas, organization, word choice, sentence fluency, and conventions. Students will learn to evaluate, synthesize, and cite research to support arguments especially as they relate to rhetorical elements and their effects in nonfiction and fiction texts (including graphic images as forms of text) from various disciplines and historical periods. Students will develop their listening and speaking skills in small group academic discussions and whole class presentations and will learn to integrate technology as a tool for research, analysis, and multimedia presentation.

2. **English Language Development**

Endeavor Charter School is prepared to serve all levels of English Learners. Every student receives equal access to all necessary educational resources and programs. As a Personalized Learning program, every student receives a unique, customized learning plan that is designed around student performance data and includes student, parent and teacher input. Accordingly, EL students are provided all educational resources, supplemental or otherwise, relative to their unique academic needs. This is the most effective because every student is engaged as an individual and receives targeted resources relative to their unique and specific needs.

Every identified EL student is assigned to a credentialed teacher. Every teacher meets with their student and their parent at least once every 20 school days to develop and monitor each student’s customized Personal Learning Plan. See “English Learners” section of this charter for a more comprehensive description of EL services and English Language Proficiency Assessments for California (“ELPAC”) assessment.

Endeavor Charter School will provide necessary high quality, on-site classes in both the core subjects as well as enrichment areas. Students will be scheduled as much as possible for cooperative learning activities at Endeavor Charter School, conducted in English, that serve to immerse students in the
language while giving them opportunities to practice listening, comprehension, and speaking skills. We provide whole class instruction with a wide variety of subjects taught including English language arts, math, science, art, music, and physical education. In addition, a multitude of field trips are held throughout the school year and include all EL students.

A detailed description of the Charter School’s plan to serve English Learners is described below.

2. Mathematics

Endeavor Charter School is committed to providing a personalized math program tailored to each student’s needs, learning style, and goals. Learning objectives and outcomes will be aligned to the rigorous CCSS mathematics standards using a variety of state aligned and other supplemental curriculum as needed. Teachers will use the CCSS - Mathematics for planning and guidance. The goal of the math curriculum is to make students numerically fluent, to build mathematical reasoning skills, to develop a strong math vocabulary and to apply algebraic concepts to problem solving.

Grades K-8

Each student/parent works with a state-adopted mathematics text supplemented by a variety of on-line and hands-on materials including intervention supports and resources, such as Let’s Go Learn Math Edge, Edgenuity, My Path, Khan Academy, Alek’s online math, tutoring, and on-site enrichment classes. Students learn operations and algebraic thinking, number and operations in base ten, number and operations-fractions, measurement and data, and geometry. The elementary math program emphasizes conceptual understanding intertwined with the other components of math proficiency, using drawings, conceptual language, and real-world examples. At the lower grade levels, the math curriculum is often hands-on -- families have access to a large inventory of manipulatives, math games and other hands-on materials for use at home. Students are given ample time to practice and develop skills at their own pace which supports the needs of struggling students and those ready to move beyond the grade level curriculum. Students learn how to represent solutions and explain their answers, develop problem-solving and reasoning skills. Students invent, question, model, represent, and explore but also learn and practice important math strategies. Mathematics content and models connect and build across the grade levels.

By the end of fifth grade, students increase their facility with the four basic arithmetic operations applied to fractions, decimals, and positive and negative numbers. They know and use common measuring units to determine length and area and know and use formulas to determine the volume of simple geometric figures. Students know the concept of angle measurement and use a protractor and compass to solve problems. They use grids, tables, graphs, and charts to record and analyze data. Concepts for 5th graders include further exploration of geometry, and number sense, multiplication and division of decimals and fractions, and more advanced mathematical reasoning. Emphasis on unpacking and dissecting word problems. Weekly concepts are introduced at the start of the week, and then explored in depth.

In middle grades, the math program will focus on mathematical concepts of ratios and proportional relationships, the number system, expressions and equations, geometry, statistics and probability. Students use problem-solving strategies, questioning, investigating, analyzing critically, gathering and constructing evidence, and communicating rigorous arguments justifying their thinking. Algorithms and
basic skills, deep conceptual understanding, problem solving, and adaptive reasoning are all explored within the curriculum.

In addition to state-adopted math textbooks, students access online programs (Let’s Go Learn Math Edge and Edgenuity MyPath) for additional skills development and mastery of content standards. Endeavor Charter School offers help for students in need of remediation and builds on students' conceptual understanding of select on-grade-level math concepts to personalize the learning path and give each student the intervention content that he or she needs. Individualized student reports provide teachers with diagnostic results and real-time content mastery for each student.

**Grades 9-12**

Endeavor Charter seeks to prepare students to use math in both college and the real world. Endeavor will implement common core standards through the A-G approved Integrated Math 1, 2, and 3 sequence of math courses. The integrated math sequence is meant to take math learning out of merely classroom isolation and teach students how to bridge connections among math topics. There are three levels of integrated math, and students typically take classes from 9th to 11th grade.

All high school students are required to take at least three years of Math courses to graduate. Students must successfully complete at least Integrated 1 or Algebra 1 to graduate per state mandate.  

**Course descriptions follow.**

**Pre-Algebra (Algebra Readiness) –** This full year course is offered to students who are not ready for Integrated Math 1. Basic Algebra skills are taught in preparation for students to be able to successfully take Integrated Math 1 course the following year. Students in this class receive additional math academic support (tutoring).

**Text** - Holt McDougal, Mathematics Grade 8 (Common Core Edition), 2012  
**Assessment** - weekly quizzes, unit tests, homework completion

**Integrated Math 1 [College Preparatory Course]-** This full year course is offered to students who have completed a pre-algebra mathematics equivalent and demonstrate readiness by completing an appropriate placement test. Classes will follow a college style of lecture and labs with work assigned and graded by a math instructor.

Integrated Math 1 builds conceptual understanding of function graphs, linear functions, sequences, exponential functions, systems of equations and inequalities, analyzing data sets for one variable, correlation, and residuals, mathematical modeling, geometry on the coordinate plane, congruence through transformations, perimeter and area of geometric figures on the coordinate plane, connecting algebra and geometry with polygons, and logic.

**Text** – McGraw Hill, Houghton Mifflin Harcourt (On-line versions of Integrated 1 are also available through Edgenuity).  
**Assessment** – weekly quizzes, unit tests, homework completion

**Integrated Math 2 [College Preparatory Course] -** This full year course is offered to students who have successfully completed Integrated 1 and demonstrate readiness by completing an appropriate placement
test. Classes will follow a college style of lecture and labs with work assigned and graded by a math instructor.

Integrated Math 2 builds conceptual understanding of the tools of Geometry, proving theorems, properties of triangles, similarity of triangles through transformations, congruence of triangles through transformations, using congruence theorems, Properties of quadrilaterals, trigonometry, arcs and sectors of circles, three dimensional figures, quadratic functions, polynomials and quadratics, solving quadratic equations and inequalities, the real number system, other functions and inverses, shapes of the coordinate plane, circles and parabolas, and probability.

**Text** – McGraw Hill, Houghton Mifflin Harcourt (on-line versions of Integrated 2 are also available through Edgenuity).

**Assessment** – Weekly quizzes, unit tests, homework completion

**Integrated Math 3 [College Preparatory Course]** - This course is offered to students who have completed Integrated 2 with a “C” or better, and demonstrate an ability to achieve well in advanced coursework. Classes will follow a college style of lecture and labs with work assigned and graded by a math instructor.

Integrated Math 3’s main concentration is building conceptual understanding of Algebra 2 and Trigonometry. Integrated Math 3 starts with introducing Normal Distributions in statistics, then explores quadratic functions, polynomial functions, sequences and series, rational functions, radical functions, exponential functions, logarithmic functions and finally trigonometric functions. This course is geared for 11th and 12th graders to get them ready for college.

**Text** – McGraw Hill, Houghton Mifflin Harcourt (on-line versions of Integrated 3 are also available through Edgenuity).

**Assessment** – Weekly quizzes, unit tests, homework completion

**Pre-Calculus [College Preparatory Course]** - This course is offered to students who have completed Integrated 3 with a “C” or better, and demonstrated an ability to achieve well in advanced coursework. Classes meet at least twice weekly and follow a college style of lecture and labs with work assigned and graded by a math instructor.

Precalculus is intended to provide the mathematical background needed for calculus. At the same time, many students are taking the course as their final mathematics requirement or elective. The course will emphasize mathematical thinking, the use of mathematical models, and the understanding of mathematical functions and graphs. This course starts with functions and their graphs, polynomial and rational functions. Then moves into exponential and logarithmic functions, trigonometry and trigonometric functions and trigonometric equations, identities, and applications. Students will be able to apply the law of cosine and sine, find areas of oblique triangles, complex plane and polar form for complex numbers, perform mathematical operations on vectors and applications of vectors in plane. Next students will understand systems and matrices, topics in analytic geometry, sequences, series, and probability, limits and will conclude with an introduction to calculus. Students will learn to estimate limits and use properties and operations of limits. Find limits by direct substitution and by using the dividing out and rationalizing techniques. Approximate slopes of tangent lines, use limit definition of slope, and derivatives to find slopes of graphs. Evaluate limits at infinity and find limits of sequences. Find the limits of summation and use them to find areas of regions bounded by graphs of functions. Students will be able to use Riemann Sums.
Holt, Rinehart, and Winston. Online versions of Pre-Calculus are also available through Edgenuity.

Assessment – Weekly quizzes, unit tests, homework completion

3. **Science**

Our science curriculum is based on an interdisciplinary approach using both the NGSS and CCSS. As we implement NGSS, students will demonstrate how to apply the scientific method to design controlled experiments in projects, analyze and interpret qualitative and quantitative data, apply scientific writing skills to communicate conclusions from scientific data, and apply scientific knowledge and research to current social and world issues. Teachers use a variety of resources to help bring this content to life, ranging from state-adopted texts to hands-on curricular kits and projects. Based on our belief that students best learn science by doing science, teachers use an inquiry-based approach to foster a love of scientific inquiry, science language acquisition, and conceptual understanding. As an example, students test various salts to determine the amount of heat released or absorbed during the dissolving process. They are then asked to design a hand warmer or an ice pack and given resources to consider factors such as cost, level of hazard/environmental impact, time, and available materials. Students are asked to evaluate the resources presented and to decide which factors will drive the design of their hand warmer or ice pack. Finally, students will compile their data and research findings to present their design. Through this activity sequence students learn the standards aligned concepts of thermochemistry, the dissolving process, evaluating evidence, making claims, and sharing findings. A love of science is fostered through real world applications. Students are exposed to and then apply terms such as endothermic, exothermic, molarity, solution, and efficacy within the context of the experimental process that leads to greater understanding and lasting conceptualization.

Students conduct investigations and experiments as a way of understanding the different concepts they will learn. Literature is also infused into the science curriculum to reinforce content literacy skills and boost comprehension on all grade levels. Students engage and read about science through both fiction and non-fiction texts. Content-rich and high interest trade books will be used to support the development of science concepts and associated academic language across all grade levels. Students integrate writing and demonstrate comprehension through the use of interactive science notebooks. Technology also is incorporated into science activities where appropriate on personalized student Chromebooks. Microsoft Office (Word, Excel, PowerPoint, OneNote) and/or Google Apps can facilitate data analysis, construction of graphs and tables, and interpretation of results. This software, along with online resources, is used to scaffold content for English Learners and create challenging assignments for advanced students. Students also use Tinkercad to design and print from the 3D printer. In addition, online simulations and online labs are used when applicable to certain science lessons.

**Grades K-8**

Endeavor Charter School will foster in students a love of scientific inquiry and language acquisition by supporting the foundations of science: science as exploration and experimentation, and the scientific method as a way of developing and expanding human knowledge through natural, hands-on or student-led experiences. The four strands within K-5 standards include Earth Science, Life Science, Physical Science, and Investigation, Engineering, and Experimentation. Learning will emphasize science as a process of formulating and answering questions about the physical world around them, and encourage students to pursue answers to their own scientific queries. Instruction will also promote student appreciation of the natural world and develop skills of hypothesis forming, identification,
experimentation, evaluation, documentation and presentation. Students will create and lead meaningful scientific experiments and make real-life connections and applications.

Endeavor Charter School will teach and promote STEAM (Science, Technology, Engineering, Art, and Math) at all grade levels. Classes will incorporate technology into all subject areas and will promote science and engineering with real world applications. Students will be given opportunities to enter competitions and exhibits such as, Lego First League, MATE Underwater Robotics, and STEAM Fairs. Examples of some of the courses we offer are for 1st-8th grade Science, Robotics, and Engineering class using the Lego WeDo robotics kits. 3rd - 6th grade students will use the Lego Mindstorm EV3 kits. 6th - 8th grade will have the opportunity to participate in the MATE Underwater Robotics program. Further description of the Underwater Robotics program below. All grades will begin to learn physics, engineering process, teamwork, problem solving, logic, and computer programming at age appropriate levels.

Middle grades science focuses on earth science, life science, engineering, and physical science. Drawing on the curriculum resources, teachers plan in depth integrated units of study in which students use the scientific method to enact, observe and record experiments based on their hypothesis. Unit themes are based on inquiries such as “Why do some things change and some things stay the same?” or “How and why do human beings and animals find or create shelters?” Teachers promote skills in questioning; developing and using models; planning and carrying out investigations; collecting, analyzing, and interpreting data; constructing explanations; designing solutions; engaging in argument from evidence; and synthesizing and communicating information. Students learn to be logical in making assumptions, accurate when collecting conclusions, insightful when drawing conclusions, and unbiased when supporting statements with reliable scientific evidence. By the end of grade eight, students will become independent scientific researchers with strong expository reading and writing skills who are able to implement student-created scientific experiments.

Robotics and Engineering for 6th - 12th grade

Endeavor Charter School, in cooperation with the MATE Center, uses underwater robots – also known as remotely operated vehicles or ROVs – to teach science, technology, engineering, and math (“STEM”) and prepare students for technical careers. Working in partnership with the Marine Technology Society ROV Committee, MATE created the ROV competition as a way to:

- Engage students in STEM and expose them to science and technology careers
- Encourage students to develop and apply technical, teamwork, and problem solving skills
- Provide funds, materials, and technical expertise to support student learning provide industry with skilled individuals who can fill workforce needs
- The MATE competition challenges K-12, community college, and university students from all over the world to design and build ROVs to tackle missions modeled after scenarios from the ocean workplace. The competition’s class structure of beginner, intermediate, and advanced complements the education pipeline by providing students with the opportunity to build upon their skills – and the application of those skills – as they engineer increasingly more complex ROVs for increasingly more complex mission tasks.
- The MATE competition requires students to think of themselves as “entrepreneurs” and transform their teams into companies that manufacture, market, and sell “products.” In addition to engineering their ROVs, the students are required to prepare technical reports, poster displays, and engineering presentations that are delivered to working professionals who serve as competition judges.
Grades 9-12
Endeavor Charter School will require two years of high school lab science for graduation (1 year Physical Science and 1 year Life Science).

Biology (core and college preparatory)
_Biology_ - This laboratory science covers high school biology standards and concepts aligned to NGSS and CCSS. Students should be concurrently enrolled in Algebra 1, Integrated Math 1 or higher as a co-requisite.
**Assessment:** Labs, homework, projects, tests, and attendance.
The main purpose of this laboratory-based college preparatory course is to provide understanding of the basic biological concepts: the diversity of organisms; the cell; heredity; matter, energy, and organization of living systems; evolution of living systems; physiology; the biosphere and interdependence of abiotic and biotic factors. Labs scheduled biweekly will focus is on active student participation in laboratory investigations and the development of critical-thinking skills. Biology provides the foundation for further studies in Biology.

Chemistry (core and college preparatory)
_Chemistry_ - This laboratory science covers high school chemistry standards and concepts aligned to NGSS and CCSS. Students should have completed or be concurrently enrolled in Algebra 2 or Integrated Math 2.
**Assessment:** Labs, homework, projects, tests, and attendance.
Chemistry is a laboratory-based college-preparatory course. Biweekly laboratory experiments provide the empirical bases for understanding and confirming concepts of matter in chemistry; these labs will be scheduled biweekly and with coordination of students’ schedules. This course emphasizes discussions, activities, and laboratory exercises, which promote the understanding of the behavior of matter at the macroscopic and molecular-atomic levels. Chemical principles are introduced so that students will be able to explain the composition and chemical behavior of their world. In this class, students will develop an understanding of chemical concepts and theories as they relate to daily life. This course will help students analyze and understand the fundamentals of chemistry such as atomic structure, chemical reactions, matter, the periodic table, gas laws, acids and bases, energy and thermodynamics.

The purpose of this course is for students to be able to achieve the following:
1. Solve scientific problems by making observations and collecting data.
2. Acquire a basic understanding of chemistry as a basis for furthering education in the sciences.
3. Apply skills of measurement, observation, statistical, and technological skills to compare, contrast, and create useful models of the structure and properties of matter and the mechanisms involved in its interactions.
4. Improve their ability to learn independently by researching and drawing generalizations from science related articles, books, graphs, charts, and diagrams.
5. Explore the history of matter and discover future careers in chemistry and other sciences.

Physics (core and college preparatory)—This laboratory science covers high school physics standards and concepts aligned to NGSS and CCSS. This course is offered to students who have completed Biology and/or Chemistry courses with a “C” or better, and demonstrated an ability to achieve well in advanced coursework. Students should have also completed or be concurrently enrolled in Algebra 2 or Integrated Math 2.

**Assessment:** Labs, homework, projects, tests, and attendance.
Physics introduces students to the physics of motion, properties of matter, force, heat, vector, light, and sound. Students learn the history of physics from the discoveries of Galileo and Newton to those of contemporary physicists. The course focuses more on explanation than calculation and prepares students for introductory quantitative physics at the college level. Additional areas of discussion include gases and liquids, atoms, electricity, magnetism, and nuclear physics.

4. **HISTORY/SOCIAL SCIENCE**

Social studies curriculum is based on the *History-Social Sciences Content Standards for California Public Schools: Kindergarten through Grade Twelve, CCSS for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects (CA CCSS for ELA/Literacy)*, and the *ELA/ELD Framework*. As with science, the curriculum is concept-based, and provides in-depth study of big ideas/concepts. At all grade levels, history/social studies curriculum is taught using concepts from history, geography, psychology, sociology, economics and political science, and inquiry about different cultural groups is promoted. The program facilitates interdisciplinary teaching, contains student-centered lessons and materials, and supports the development of other aspects of learning (artistic, social, verbal, logical, and intuition). As students master key concepts and vocabulary, they develop non-fiction reading skills.

In primary grades, students are introduced to basic spatial, temporal, and causal relationships, emphasizing the geographic and historical connections between the world today and the world long ago. Historical empathy for how people lived and worked long ago reinforces the concept of civic behavior: how we interact respectfully with each other, follow rules, and respect the rights of others. Geographic and economic conditions of life are examined with aspects of life in their own neighborhoods and compared to those of people long ago. Identity/Culture concepts include cultural diversity (including differences between self and peers) and empathy, focusing on the contributions of others such as American Indians and immigrants, and the impact they have had in forming the character of our contemporary society.

In middle school grades, students will understand and apply concepts of cause and effect, evaluate historical documents, create electronic slideshows to aid public presentations of their work, use Internet search engines to find digitized primary historical documents and use critical thinking skills to analyze events in history and make connections between historical events and current world issues. Students learn about the milestones in California history, the development of our nation, expand their knowledge and understanding by studying the Ancient and Medieval world, and review our nation’s history and development of American politics, society, culture, and economy.

**Grades 9-12**

Students will understand and apply civic, historical, and geographical knowledge in order to serve as citizens in today’s world of diverse cultures.

**World History (core and college preparatory)** The purpose of this year-long World History course is to encourage critical thinking, integrate history with geography, and make social and cultural connections with historical events. This course has been written with an emphasis upon critical thinking, the development of research skills, and expression. To understand history, students will be required to translate information, interpret, determine cause and effect relationships, infer and draw conclusions, recognize points of view, detect bias, problem-solve, form hypotheses, and evaluate. In addition to readings in the textbook, students will choose 2 books to read and keep a journal of their impressions and
reactions to the book. They will also complete weekly writing assignments, unit projects, and 2 major research projects for the midterm and final exam.

**US History (core and college preparatory)**

This year-long course surveys the major turning points in American history in the twentieth century. The course begins with a selective review emphasizing two major themes: the nation’s beginnings and the industrial transformation of the new nation. Throughout the course the application of constitutional principles to contemporary issues is addressed. Topics covered are the expanding role of the federal government and the federal courts, the continuing tensions between the individual and the state and between minority rights and majority power, the emergence of a modern corporate economy, the impact of technology on American society; culture change in the ethnic composition of American society, the movements toward equal rights for diverse groups such as racial minorities, gays and lesbians, people with disabilities, and women; and the role of the United States as a major world power. The course investigates the diversity of American culture, including religion, literature, art, drama, architecture, education, and the mass media.

**United States Government**

This semester course is intended to introduce and allow students a deeper understanding of the fundamentals of the institutions of the U.S. government as well as analyze federalism. Included is an examination of the basis of U.S. political ideas, principles and practices, as a means of acquainting students with the complexities of the U.S. political system. Students will look at the historical and when applicable, contemporary, changes to interpretations of the Constitution, Bill of Rights, majority rule vs. minority rights, the separation of powers, as well as the checks and balances between the legislative, executive and judicial branches of government. Federalism is analyzed by dissecting the relationship between the federal, California state and local governments. There will also be a comparison with other international governments. In comprehending our political, economic and social experience as a country and individual citizens, students will be prepared to vote, participate in community events and be informed citizens. Individual freedoms and civic responsibilities are prevalent themes.

The goal of this course is to provide students with a framework for studying political, social, economic, and cultural issues as related to government. Students will also be analyzing the impact these issues have had on U.S. society. This course goes beyond memorization of isolated facts to the development of higher level thinking skills, encouraging students to make historical assessments and evaluations as they explore perspectives on various issues. The ultimate outcome is to help students develop their own sense of responsibility as citizens and participate in our various communities.

**Economics**

Economics is a one-semester course designed to help students become responsible decision makers as they are exposed to economic issues at the personal, local, national and international levels. The course will focus on economic principles and concepts with emphasis on practical application as it relates to the consumer. The course is divided into five basic economic units: Fundamental economics concept, comparative economic systems, the principles of microeconomics, the principles of macroeconomics and international economics concepts.

By the end of the semester students will:

- Understand scarcity as the basic economic problem and how this connects to the law of supply and demand.
- Know the role that government plays in the economy in both a macro and micro sense.
● Comprehend the impact that international economic cooperation has on people’s lives.
● Understand common economic terms and concepts and economic reasoning.
● Analyze the elements of the US market economy in a global setting.
● Understand the influence of the U.S. government on the American economy.
● Analyze issues of international trade, and explain how the economy of the world is interconnected.
● Analyze issues of international trade.

5. FOREIGN LANGUAGE

K-8th Foreign Language Program

Endeavor Charter School’s Foreign Language program offers students opportunities to learn another language other than English starting in 1st grade. In grades 1st through 4th, students are offered Spanish full immersion enrichment classes. Our Spanish full immersion program cover units such as greetings and introductions, common conversations, family vocabulary, animals and basic Spanish concepts (colors, numbers, alphabet) through art, science, games and music.

At grade levels 4th-8th, foreign language instruction is based on the acclaimed Rosetta Stone program. Rosetta Stone is used by more than 22,000 educational organizations and millions of people worldwide. Rosetta Stone offers two programs for schools: Rosetta Stone Foundation Gold and Rosetta Stone Advantage. The Foundations program, offered in 24 languages, includes:

- Carefully sequenced lessons that introduce vocabulary and grammar, building upon previously learned content
- Immediate feedback on every response that reinforces key concepts and correct learning
- Speech recognition within all lessons and activities, which helps improve students' pronunciation and speaking confidence
- Games and activities that encourage students to practice listening and reading skills
- Build confidence, increase engagement, and develop vocabulary learned in core lessons
- Practice reading long story passages, leveled to student ability, with feedback via speech-recognition technology
- Live tutors who leverage structured exercises and conversations to engage students in their new language
- Sessions that focus on topics aligned with the student’s current proficiency level, reinforcing newly acquired skills
- Small, controlled environment that is safe for students

For more advanced students, the Rosetta Stone Advantage program (in nine languages) offers:

- More than 40 activity types engage students throughout training
- Speech-recognition technology provides students immediate pronunciation feedback
- Access to Euronews and Associated Press video lessons at the intermediate level containing actual news broadcasts

Exercises, explanations, and tools help perfect grammar and phonetic knowledge with:

- Text and multimedia illustrations to enrich language learning
- Conjugation tool with up to 2,300 verbs to expand foundational knowledge
Instant access to translations and recordings of around 10,000 words per language

Placement, progress, and achievement tests are built in across all levels, enabling more targeted learning throughout the program. Tests include:

- Placement test: Assesses language proficiency at the start
- Progress test: Evaluates learner progress at regular intervals
- Achievement test: Provides evaluation at completion

Lessons are organized into relevant cultural topics to help students better understand and appreciate language and its culture. Topics ranging from cuisine to history and entertainment to the economy. (http://www.rosettastone.com/k12/advantage)

**9th-12th Foreign Language Program**

At the high school grade levels, students have the option of enrolling in any a-g approved, foreign language course through Rosetta Stone (see description above), and Edgenuity. In addition, students enrolled in Spanish and French are able to participate in full immersion support classes. These classes provide students with group conversational practice and help reinforce concepts and vocabulary that are being taught in their online courses.

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**6. VISUAL/PERFORMING ARTS**

**K-8 Art Program**

Starting with Kindergarten, students have access to a professional community art instructor that delivers weekly art lessons. These lessons are cross-curricular with social science themes and Elements of Art and Principles of Design. Students experience working with a variety of media such as watercolors, oils, pastels, and tempera paint. This Art program concludes with a formal art reception at a local art museum in which all school families, students, staff, WSCS Board and any affiliated community members are invited to attend.

**High School Art Courses & Program**

**Integrated Drawing A-G Course & Art 1, 2 and 3 (a-g pending approval)**

A credentialed art instructor delivers lessons to students that are interactive, engaging and rigorous. After students successfully complete Integrated Drawing or Art 1, Art teacher may recommend student to take advanced art classes (Art 2 and 3).

Students are engaged in direct instruction in the area of basics of perspective, shading, proportion, color, compositional balance, art critique process and self-evaluation. The art projects are submitted to our annual formal art reception hosted by a local art museum. All stakeholders are invited to attend.

Students will learn the five basic component skills of drawing and participate in drawing challenges that will allow for the cognitive shift from using the left side of the brain to the right side of the brain. In addition, students will learn and experiment with artistic expressions in the following progression, line, value, and color. They will be able to explain in basic terms the relationship of drawing to visual, perceptual brain processes and to provide methods of accessing and controlling these processes.
In the Integrated Drawing and Art 1 courses, students will explore the various skills needed to draw original art pieces with a focus on self-expression. Students will use the Elements of Art and Principles of Design to create two and three-dimensional drawings to solve perception and value problems. This course will also cover recent brain research information to educate the student artist on the various ways to utilize the brain to produce masterpieces. Students will be responsible to compile a portfolio in which they will demonstrate their understanding of the Elements of Art and Principles of Design in relation to drawing and social and historical universal themes. They will also research and follow the Art Critique sequence to make informed judgments on another artist’s work. Although the majority of the course concentrates on drawing skills, color theory will also be introduced. Students will also be responsible in refining and reworking their own works of art and demonstrate an understanding of the various skills an artist needs.

**Studio Art Course**

Studio art courses cover unique art techniques in the area of Mosaic, Silk Painting and other specialty art projects.

**Course Description:** Silk painting process allow students to fully experiences colors and silk fabrics. Another attraction is the potential for the product of this process—the colorful hand-painted fabric—to be integrated into our everyday lives not only as art, but as fashion and home furnishing as well. A foundation in color theory will assist the students in analyzing and using color effectively. Art projects will be displayed in a museum quality display. Students will learn about visual displaying techniques.

Techniques taught: Stretching — Diluting — Resisting — Spotting — Salting — Double loading — Wet-on-wet — Fabric setting — Product knowledge — In-depth discussion with many visual samples of hand painted fabrics. Also, students will experience some advanced techniques like: linear underpainting and layering techniques.

Other techniques and mediums of art will be explored such as jewelry making, mosaic, and glass painting.

**Online Art Options**

Through our various online platforms, students have access to a-g college prep Art courses such as Music Appreciation, Introduction to Visual Art, Graphic Design and Illustration, Art in World Cultures, Two-Dimensional Studio Art, Digital Art and Design and Music Exploration.

7. **Other Electives and Courses**

**Health and Wellness**

In grades K-8, students are required to have at least 20 minutes daily of physical education, and in grades 9-12, students must work out on some form of focused cardiovascular exercise for at least 40 minutes per day or an average of 400 minutes every ten school days. Students keep a log of their times and activities on the attendance form which is signed by the parent/guardian and Advising Teacher. Endeavor Charter will have students participate in state mandated PE testing in 5th, 7th, and 9th grades.

Endeavor Charter School will offer health and wellness screenings, including for vision, hearing and scoliosis, as addressed under Element F below.

Although health is not a required high school graduation requirement, students are able to complete a
Health course as an elective. This course covers an in-depth evaluation of health and wellness and covers topics such as anatomy, body systems, diet and food composition, personal health, drugs, depression, mental health, physical fitness, and societal and medical influences on diet and health.

**Career Pathways in Technology – Information Technology (“IT”) Service and Support**

This program focuses on IT Service and Support and aims to give students job skills and certifications in those areas. It covers two years of coursework including IT troubleshooting and computer programming. Below is the current list of courses being offered and the years in which they are offered:

**CTE Pathway in Technology- IT Services and Support Pathways: Year 1**

**First Semester – Career Pathways in Technology: Introduction to IT Principles**

The first semester is an introduction to the basics of IT support. This covers the IT troubleshooting steps as recognized by the Computer Technology Industry Association (“CompTIA”) as well as introductory identification of parts, “computer math,” acronyms and commonly used terminology.

**Second Semester – Career Pathways in Technology: IT Fundamentals (concentrator course 1)**

The second semester covers a wider variety of topics, enhancing the IT support role. We learn about help desk software, databases and cybersecurity principles, including how to guard against various cyber-attacks. At the end of the second semester, students are given the opportunity to become certified through both CompTIA (IT Fundamentals+) and Precision Exams.

**CTE Pathway in Technology- IT Services and Support Pathways: Year 2**

**First Semester – Computer Science (“CS”) Principles (concentrator course 2)**

In the second year, the students are offered an AP course on computer science principles. Taking the AP exam is optional, but highly recommended as those who perform well on this exam can potentially receive college credit. The first semester of CS Principles includes an in-depth look at how the internet works including the various layers of the internet, how computers store various information and introductory programming. It also provides a review of the first year from a different perspective, reinforcing and refreshing prior knowledge in preparation for being workforce ready. We will also be working on the completion of the AP Explore performance task.

**Second Semester – CS Principles + Microsoft Office Specialist (capstone)**

The second semester picks up where the first left off, continuing the programming journey while exploring data privacy and application building. The second semester also contains the completion of the Create performance tasks in along with the College Board’s AP CS Principles exam. In addition to the AP requirements, students will be instructed on different Microsoft applications and given the opportunity to become certified as a Microsoft Office Specialist.

**College and Career Readiness**

Endeavor Charter School will offer students a College and Career Readiness Course that will help guide parents and students in the process and steps necessary to start career and college exploration. Students will engage in career assessments, college visits, goal setting projects and interviewing of professionals. In addition, they will learn about various ways they can pursue financial-aid, scholarships and grants.
All students have access to career assessments that match them with possible future careers. In addition to these assessments, students have additional college and career supports.

Middle School Students:
* Watch videos and read about and explore different careers.
* Participate in quizzes that help students find their interests and discover how to connect them to careers.
* Student can get ahead of the game by starting a four-year education plan.

High School Students:
* Search for colleges and financial aid to help students set and fulfill goals.
* Build a personal portfolio that is about the student and what they can offer.
* Create resumes, practice interviewing skills and search for jobs.

Local scholarship information is continually made available through the Charter School website, Counselor and Advising Teachers. College and Career related workshops and field trips are periodically made available for students and/or family to attend. Families are encouraged to search for resources using any and all agencies available to gain maximum benefit.

Leadership 1 (A-G)

The Leadership program is a year long optional Elective class that is worth 10 H.S. Credits. It proposes to expose students in grades 9-12 to the domains, disciplines and responsibilities of leadership. This course also seeks to challenge and stretch students to personally exercise those very domains and responsibilities.

The leadership program objectives are:
1) Public Speaking-
   - Practice presentations, skill lessons (tone of voice, body language, eye contact, organization and flow of writing a speech, memorization),
   - Final semester presentations (individual) "Leadership Project"
2) Community Service
   - Whole class community service partnered with Community Food Bank
   - Individual community service hours tied in to “Leadership Project”
3) School Spirit
   - Plan high school events; required to attend school events planned in this class and selected ASB events.
   - Wear matching attire to represent school when participating in field trips.
4) Team Building
   - Fresno State or Sugar Pine Camp ropes course/team building activities
   - Fall semester team project “Film Project” create Public Service Announcement or commercial
   - Class team projects-groups are random and chosen by teacher so that all students take turns working with each other.
5) Current Events Discussion & Debate
   - Socratic style current event discussions, this is class lead and students ask each other questions and carry out the discussion
   - Debate Unit- students research and select a side of a topic, then class is set up in a professional debate forum. Students learn debate vocabulary and strategies to discuss in a respectful
manner their side of the Resolution.

6) Self-Awareness
   ● Personality tests and discussion of strengths and weaknesses
   ● Art project showcasing each student’s personality
   ● Conflict Resolution Unit

7) Professionalism (Resumes and Interviewing Skills)
   ● Resume lessons and practice
   ● Interviewing Skills and Dress Code
   ● Mock Interviews with local business owners

**Assessment:** Assignments graded by teacher (Attendance, Projects, Events and Participation)

**Associated Student Body (“ASB”)**

Endeavor Charter School’s ASB leadership course plans and prepares student activities. To date, we have been able to include all students who have a desire to participate. This course is open to students from any grade. Students will learn the basics tenets of leadership, student governance, taking initiative, fundraising, and follow-through. This class receives credit and a grade.

We encourage all students to participate in the events that our ASB/Leadership students plan. Students who come to our program have some shared interests and can make some lasting friendships with other students who come to Endeavor Charter School for the same reasons.

**Assessment:** participation and attendance

**Graphic Design/Yearbook**

Graphic Design will focus on the similarities between art and graphic design, and reinforcing the common foundation of technique, materials, and craft that they share. Exposure to the design process and design problems as a way of introducing them to visual communication.

In this course, students will learn basic principles of design, learn to observe their environment and see how their life is affected every day by graphic design, as well as learn different techniques in creating effective ways of visual communication with given tools. There will be an emphasis on visual concepts and design theory. This course will include weekly lectures, exercises, and projects for students to work in class and at home. Assignments will be given on a weekly basis and will coincide with the lecture of the day.

Yearbook students will work cooperatively to document events at Endeavor Charter School. Skills related to publishing layout will be developed. The student will attend regularly scheduled meetings and work as needed to meet important deadlines. Ultimately, the student will participate in the successful production of a school yearbook.

**Assessment** - meeting publication deadlines, product quality, participation and attendance.

**Course Design**

As part of our commitment to personalized, independent learning, Endeavor Charter School offers the ability for students and parents to design their own classes. If there is a course which we do not offer, a
student and his/her parent may be able to design a formalized curriculum with a credentialed teacher, subject to the Principal’s approval. Some examples of courses that have been created are World Culinary Arts, Theater Arts, Computer programing, and Home Economic courses such as sewing.

B. TEXTBOOKS AND OTHER INSTRUCTIONAL RESOURCES

Core course curricula is selected based on the State Standards and CDE Frameworks for each subject. Endeavor Charter will provide approved curriculum that accompany every subject/course offered to each student/parent. Endeavor Charter School will use the following key textbooks and online curricular resources for grades K-8 and 9-12, but we also provide non-state adopted curriculum and resources if it supports student learning. Endeavor Charter School seeks to provide a personalized learn plan for each student and what curriculum is best for each student. Therefore, Endeavor staff will be evaluating curriculum on an ongoing basis. Our current list of curricula may change based on these evaluations and needs.

See Appendix 2 for current list of curricula for grades TK-8th. Please note that this list will adapt and change based on the needs and evaluations of staff.

See Appendix 3 for current list of curricula for grades 9th-12th. Please note that this list will adapt and change based on the needs and evaluations of staff.

C. GRADUATION REQUIREMENTS

Endeavor Charter will offer two graduation certifications as follows:

1. Certificate of completion:

   The certificate of completion will be awarded to any student who completes four years of work as agreed upon by the parent, student, Advising Teacher and administrator and completes at least 260 credits.

2. Graduation Diploma:

   The graduation diploma will be awarded to any student who completes the equivalent of four years of work as agreed upon by the parent, student, and Advising Teacher, and completes at least 260 credits. (SEE CHART)

### Graduation Requirements /A-G

<table>
<thead>
<tr>
<th>GRADUATION</th>
<th>A-G Subject Requirements</th>
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</thead>
<tbody>
<tr>
<td>History/Social Science (30 credits required)</td>
<td>History/social science (“a”) – Two years, including one year of world history, cultures and historical geography and one year of U.S. history, or one-half year of U.S. history and one-half year of American government or civics.</td>
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<tr>
<td>World History</td>
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<td>United States History</td>
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<tr>
<td>Government</td>
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<td>Economics</td>
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<td>Subject</td>
<td>Credits Required</td>
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<tr>
<td><strong>English</strong></td>
<td>(40 credits required)</td>
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<td>English 9</td>
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<td>English 10</td>
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<td>English 11</td>
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<td>English 12</td>
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<tr>
<td><strong>Math</strong></td>
<td>(30 credits required)</td>
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<tr>
<td>Alg 1/Integrated Math (&quot;IM&quot;)</td>
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<tr>
<td>Geom/IM2</td>
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<tr>
<td>IM3/Other Math</td>
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<tr>
<td><strong>Science</strong></td>
<td>(20 credits required)</td>
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<tr>
<td>Life</td>
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<tr>
<td>Physical</td>
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<tr>
<td><strong>FineArts: Visual/Performing /Foreign Language</strong></td>
<td>(1 full year of either/ 10 credits required)</td>
</tr>
<tr>
<td><strong>Physical Education</strong></td>
<td>(20 credits required)</td>
</tr>
<tr>
<td>Electives</td>
<td>(110 credits required).</td>
</tr>
</tbody>
</table>

**D. HOW THE SCHOOL WILL ENSURE THAT TRANSFER STUDENTS CAN MEET GRADUATION AND COLLEGE ENTRANCE REQUIREMENTS**

Upon enrollment in grade 9 or higher, a thorough analysis of the student’s transcripts will be conducted by the student’s Advising Teacher to establish where the student is regarding graduation and A-G compliance. Teachers will develop a plan to help students achieve their goals for after high school. Endeavor Charter also seeks to give students and parents a vision of other possible opportunities and career paths they may want to pursue. This process is essential in ensuring that students graduate with as many opportunities for college and career opportunities. Endeavor Charter School teachers and staff...
E. WASC ACCREDITATION

Once the charter is approved, an initial WASC accreditation application will be submitted for an initial visit during Year 1 of the Charter School’s operations. Endeavor Charter School intends to become WASC-accredited for grades 9-12.

F. NOTIFICATION TO PARENTS AND STUDENTS OF THE TRANSFERABILITY OF COURSES

Endeavor Charter School will offer A-G course requirements for UC and CSU and will be accredited by WASC. As a charter school, Endeavor Charter School will maintain accreditation from WASC and offer courses that meet the A-G university requirements. Endeavor Charter School will work with the UCOP staff to establish and maintain a course list for the independent charter school and will apply to the UC Board on Admissions and Relations with Schools Committee, as necessary, for new course approval.

All parents and students will be notified that Endeavor Charter School is WASC accredited and offers A-G college required courses which are transferable to other public schools (Ed. Code § 47605(c)(5)(A)(iii)). These notifications are done in the following ways: email/text/voice notification system, social media, summer mailings, school brochures, parent information meetings, updated website and any other possible communication methods.

IX. TEACHER CAPACITY: RECRUITMENT AND PROFESSIONAL DEVELOPMENT

A. TEACHER RECRUITMENT

A well qualified faculty will be recruited through various communication channels, including local newspapers, education networking websites (such as CCSA, EdJoin, etc.), the Charter School website, career fairs, local universities and word of mouth referrals. Endeavor Charter School will engage in a thorough review of the qualifications of candidates that apply for employment at the Charter School. The Principal, with support from the Executive Director, will review resumes, letters of recommendation, statements of teaching philosophies and portfolios to determine which candidates will be interviewed for positions. The Executive Director and Principal will bear primary responsibility for all teacher hiring; in the case of any disagreement, the Executive Director is the final decision maker. Teachers may be asked to participate in interviewing candidates. Candidates for teaching positions will be interviewed. Following interviews, the Charter School will contact references, review letters of recommendation and notify each person of their status once a decision is made. In addition, the Charter School will verify the teaching credentials of candidates with the California Commission on Teacher Credentialing, ensuring that each teacher possesses credential subject authorization that meets state requirements to teach the subject that he/she is being hired to teach. Before any teacher is permitted to work, all appropriate background, health (e.g., TB risk assessment) and other requirements must be met.

Endeavor Charter School will make every effort to recruit teachers who are committed to the unique vision and mission of the Charter School. Due to the profound impact that teachers have on students, only the most effective teachers will be retained at the Charter School. Performance measures will be used to evaluate teacher effectiveness, to recognize superior performance, to provide targeted assistance in
instances when performance is less than satisfactory and to make informed decisions regarding continued employment at the Charter School.

B. PROFESSIONAL DEVELOPMENT

Endeavor Charter School will provide professional development ("PD") to teachers each year. Every month, staff meetings are held, led by either the Principal or Executive Director, and include a variety of PD topics. Professional development is also led by teachers who develop specific expertise or attend off-site trainings and then in turn train their peers. Outside consultants also will be sought to provide training for teachers as needed. Additional PD days are added throughout the year devoted to specific training topics. In addition, teachers, as well as other staff, attend conferences and workshops to further their knowledge in the teaching field and/or specific subject matter areas, and best practices in charter school program and policy.

Examples of PD topics include:
- Common Core State Standards/NGSS
- Curriculum pacing
- Attendance reporting/data
- Report Cards/Transcripts
- Grade calibration
- Differentiating learning, Project-Based learning, whole class instruction, strategies and planning
- Classroom management strategies and the Charter School’s discipline policy (including procedures and legal mandates for suspension and expulsion)
- Formative and summative assessments, including state standardized tests
- Identification of students with special needs, the IEP process, modifications for students with disabilities, available resources (e.g., counseling) for students and families in need
- Strategies for English learners
- Collecting, analyzing and using student achievement data to drive classroom instruction
- Health and Safety policies and procedures including emergency protocols, mandated reporter, suicide prevention, and first aid/CPR training
- School administrative policies and procedures
- Ensuring effective parent communication
- Curriculum development and planning
- Vertical alignment of curriculum by departments

Outside of designated trainings, teachers collaborate routinely to meet individual, subgroup, grade level and whole school student needs, giving each other supportive and critical feedback.

SAMPLE STUDENT SCHEDULES – MEETING STUDENTS WHERE THEY ARE

As we have emphasized, at Endeavor Charter School, students will have widely varying schedules, personalized to meet their individual needs. As an Independent Study school, we enable greater flexibility for students to meet demands on their time outside of school, including employment, activities (sports/arts, etc.), family responsibilities and more. Each student’s Education Team will design – and regularly update – a PLP that adapts to the students’ needs to ensure his/her success in meeting both short and long term academic and personal goals. As detailed above, every student will have an individualized Master Agreement that details his/her expected outcomes for each semester.
The Resource Center will be open from 8:00 AM to 4:00 PM Monday through Thursday and 8:00 AM to 3:00 PM on Friday. Students will be welcome to attend on-site classes. Students are also able to complete work onsite even when they are not scheduled for classes or in-person check-ins.

- See Appendix 4 for an example of classes offered for grades K-8th.
- See Appendix 5 for an example of classes offered for grades 9-12th.

Teacher time will be scheduled to ensure time for leading scheduled classes, labs and workshops, as well as ample time for one-on-one online and in-person check-ins with their students. Some courses will offer multiple workshop blocks throughout the week to accommodate different cohorts of students. During the remainder of the time, teachers will be working to update student assignments, reviewing and planning student progress, and having in-person and online check-ins with students and supervising tutors.

**SPECIAL NEEDS**

**Endeavor Charter School Will Address the Needs Of All Sub-Groups, Including At-Risk Students**

A formalized Intervention Plan will be created for any student who demonstrates low academic performance based on in-house assessment or state testing results. These results let teachers know which students are in need of extra support. The Intervention Plan lists specific remedial curriculum and resources that may be provided to a student for support. The plan also contains the student’s goal(s) and specifies the dates, within the school year, for re-evaluation (typically 8 to 12 weeks). This formalized Intervention Plan is signed and shared by the teacher with the student and parent. The Principal is also provided a copy of each Intervention Plan.

- See Appendix 6 for example of an Assessment Flow Chart

**STUDENT STUDY TEAM PROCESS FOR STUDENT REFERRAL**

When a Charter School teacher (or parent) has concerns about a student who is underperforming (academically) or has concerns such as: emotional/behavioral, language, social, or medical/health the following procedures are in place:

1. **Referral:** A questionnaire/letter is given to parents and Advising Teachers at the beginning of the year. If there is evidence of academic or other concerns, the parent and/or Advising Teacher completes a “Pre-SST” form detailing known information about the student such as: assessment data, education and health history, the area(s) of concern, and what strategies and interventions have been attempted thus far. An “Intervention Plan” is also a Pre-SST form that can be used.

2. **Pre-SST:** Advising Teacher revisits interventions during subsequent Learning Periods.
   a. Is progress being made? Is the parent happy with interventions? Is the student showing progress? Is the parent looking for more/different intervention ideas?
   b. Pre-SST Recording Sheet is updated as needed
3. **Hold SST:** Advising Teacher, parent, (and student if appropriate), plus another Advising Teacher and/or Principal who knows the student well, will hold a Student Study Team meeting. Based on the concerns, the Section 504 or SPED Coordinator/ Resource Specialist Program (“RSP”) Teacher may be present. This collaborative team identifies new or additional interventions to improve student performance and develops an action plan. The SST plan is signed by all participants.

3. **After SST Held:** The original, signed document is placed in the student’s cum folder. The Advising Teacher keeps a copy. The SST Plan is monitored by the Advising Teacher and parent for a period of time, usually 2-3 months. (If Team determines that “monitoring” alone is insufficient, student may be referred for evaluations with 504 or SPED Coordinator. If a full (academic, cognitive, health, speech/language communication, behavioral/social skills, etc.) evaluation is recommended to determine eligibility for special education services, parent will sign an Assessment Plan consent form prior to the commencement of testing by SPED Coordinator, and/or RSP Teacher)

**ENGLISH LEARNERS**

1. **Identification of English Learners**

The Charter School will meet all applicable legal requirements for English Learners (“EL”), including long-term English Learners or English Learners at risk of becoming long-term English Learners, as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

**Home Language Survey:**

In order to identify students who are English Learners in a timely fashion and to provide appropriate instructional support and services, all parents will be required to complete a Home Language Survey upon enrollment at the Charter School (on enrollment forms).

**English Language Proficiency Assessment**

Students whose primary home language is one other than English will be assessed using the English Language Proficiency Assessments for California. The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: beginning stage) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- **Initial ELPAC:**
  
The Initial ELPAC is used to identify students as either an English Learner, or as fluent in English. The Initial ELPAC is administered only once during a student’s time in the California public school system based upon the results of the home language survey. The locally scored Initial ELPAC will be the official score. The Initial ELPAC is given to students in grades TK–12 whose primary language is not English to determine their English proficiency status.

- **Summative ELPAC:**
  
  ELs will take the Summative ELPAC every year until they are reclassified to fluent English proficient.
The Summative ELPAC is only given to students who have previously been identified as an EL based upon the Initial ELPAC results, in order to measure how well they are progressing with English development in each of the four domains (listening, speaking, reading, writing). The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

The Initial ELPAC and Summative ELPAC are administered in grades TK-12th, and in Kindergarten and 1st grade, all domains will be administered individually. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually. Below is a list of how tests are administered depending on year. This explanation is due to the new changes made in the assessment format.

- Paper and pencil test for Initial ELPAC 2019-2020
- Computer-based test Summative ELPAC 2019-2020
- The writing domain for Kindergarten through 2nd grade will remain as a paper-based test.

Testing times will vary depending upon the grade level, domain, and individual student. Both the Initial ELPAC and Summative ELPAC are given in two separate testing windows through the school year.

The Initial ELPAC testing window will be year-round (July 1–June 30). Any student whose primary language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

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

Students with disabilities will be permitted to take the test with the accommodations listed in the Education Code if they are specified in the student’s IEP or Section 504 plan. An alternate assessment for English language proficiency will be administered to students who are unable to participate in the ELPAC, according to the guidelines set forth in the student’s IEP.

The Charter School will provide all parents of ELs with required Title III notification including LEA accountability status and information regarding their children in English and the parent’s primary language unless it is not practicable. Within the first month of the school year (or thirty days of student’s enrollment,) the Charter School will notify the parents of its responsibility for ELPAC testing, the student’s ELPAC results if available, EL identification, program placement options, student’s academic achievement level and reclassification information. The ELPAC shall be used to fulfill the requirements of federal and state laws for annual English proficiency testing, and the Charter School will notify parents of student’s ELPAC results within thirty days of receiving results from publisher. The Charter School will also invite parents of students who are candidates for reclassification to attend a special meeting at the Charter School to discuss the reclassification process and the recommended program for their children.

**English Language Advisory Committee:**
When the number of EL students enrolled reaches 21 students, Charter School administration will establish an English Learner Advisory Committee ("ELAC") which will serve in an advisory capacity to the Charter School administrators regarding the programs and services available for English learners.

2. **Educational Program for English Language Acquisition**

ELs will have daily access to the core curriculum and will be taught in an English language program with support from the Advising Teacher. Just as Rosetta Stone will provide high-quality foreign language instruction for our students, it also will help our ELs master English through a variety of engaging, interactive tools to develop language proficiency, including live tutoring. ELs also will receive more site-based help, which will help ELs access the core curriculum, and/or one-on-one tutoring developed to meet the specific language needs of the student. Instructional techniques, assessments, materials and approaches will be focused on communicative competence and academic achievement covering listening, speaking, reading and writing skills (aligned with English Language Development Standards and CCSS) in all areas of the curriculum. ELs will receive EL and core content instruction appropriate for their English proficiency and grade levels.

Our goal will be to ensure quality services that enable ELs to attain English proficiency and to have full access to the range of educational opportunities afforded all students. Faculty will receive professional development and coaching, as necessary, in working with ELs to meet the ELD Standards. The Principal or designee will serve as the EL Coordinator and will collaborate with each teacher regarding the specific language needs of our EL students.

Teachers at Endeavor Charter School will employ SDAIE strategies: (notably, these strategies are beneficial for all students, not just English Learners)

**Sheltered Instruction / Specially Designed Academic Instruction in English ("SDAIE")**

Sheltered instruction is also grounded in a pedagogical commitment to meeting the needs of diverse learners, in this case particularly those students who are English Learners. The teachers at Endeavor Charter School will engage in the following practices to support universal access of subject matter content for all students:\(^1\)

- During lesson planning and preparation, teachers will identify lesson objectives aligned with state and local standards.
- Teachers will link new content to students’ background experiences and introduce unfamiliar vocabulary to facilitate comprehension.
- Teachers will use controlled vocabulary, sentence structure, visuals, and gestures as necessary and appropriate to make the presentation of content comprehensible.
- Teachers will provide students with a variety of strategies for organizing and retaining information associated with effective learning, such as graphic organizers and note taking.
- Teachers will provide students with regular opportunities to interact with their peers through collaborative learning activities, such as think/pair/share, partner and group projects.
- Teachers will provide students with regular opportunities to use new language skills in context.
- Teachers will pace lessons appropriately to allow for the participation and active engagement of all students.

3. **How the Program Will Meet the State ELD Standards and Use the Results of the ELPAC**

Our programs to support English Learners are based on the California ELD Standards. ELPAC data will let us know what level the students are currently in their language acquisition. We will then conference with the students based on their score and see how we can help them become reclassified. If students do well on the ELPAC and benchmark exams (NWEA, Let’s Go Learn) but are failing classes, we know there is a gap between their proficiency and their classroom engagement. If the opposite is true, we see there is a gap between subject engagement and test-taking abilities. The conversations are not just about reclassification—they are chances for personalized attention and practice in communicating in English about a complicated process with an adult.

ELs will be continuously monitored through assessments for English language development and academic progress. They will also be assessed with our benchmark tests for academic progress in Reading/Literacy, Language Usage and Mathematics two to three times during the school year. Teachers will use this data in several ways:

First, they will use them to create the student’s standards-based PLP by looking at the standards that students have already mastered and those that need to be developed. Second, they will use them to assess the efficacy of the standards-based instruction that is being delivered and to make plans for re-teaching or acceleration as needed. Third, teachers can measure the investment of confidence of the student by tracking how long the test takes to complete compared to the score and the growth of the student over time. This allows for a level of personalization to each student that goes beyond the ELPAC exams.

Students will be expected to advance at least one level annually on the ELPAC Proficiency Level Descriptor. Additionally, the EL Coordinator will assess student progress towards attainment of the standards using a standards-based guide, for example, EL portfolios.

4. **Process and Specific Criteria for Reclassification**

Before the issuance of each progress report card (grades 9-12), or semester evaluation (grades K-8), teachers will summarize students’ mastery of standards for their current ELD level by looking at assessment material collected throughout the quarter. At the end of the semester teachers will also go through the list of standards for a student’s current ELD level and determine if the student has mastered every standard for his or her current level and is ready to move to the next ELD level. Teachers will present evidence (e.g. scored writing samples, rubrics from oral presentations) to the EL Coordinator, who will work with teachers to make the final decision regarding progression to the next ELD Proficiency Level.

Endeavor Charter School will use the four criteria in state law as guidelines in determining whether or not an English Learner should be reclassified to fluent English proficient: 1) ELPAC results, 2) teacher evaluation, 3) parent opinion and consultation, 4) comparison of student performance in basic skills against an empirically established range of performance in basic skills based on the performance of English proficient students of the same age, (Smarter Balanced ELA results and/or Let’s Go Learn or NWEA benchmark reading/literacy scores).

**English Learners must meet the following criteria to be re-designated to Fluent English Proficient:**
1. Overall score of Well Developed (4) on the California English Language Proficiency Test, and at least Moderately Developed (3) on each of the Listening, Speaking, Reading, and Writing subtests.
2. A score of Met or Nearly Met on the ELA CAASPP or California Alternate Assessment (“CAA”) in English Language Arts. -OR a satisfactory score on NWEA or LGL, WSCS’s internal assessments.
3. Parent Consultation/Notification
4. Teacher Recommendation

Reclassified students are monitored for a period of at least four years. Follow-up services for students who do not demonstrate satisfactory progress include, but are not limited to: additional tutoring or counseling, intervention/enrichment classes, and other strategies.

Reclassification Procedures
The following reclassification procedures will be used:
- At least two times per year, the Principal will create a list of all students who meet the ELPAC and CAASPP (or in-house assessment results for grades not participating in CAASPP) criteria for reclassification. This document lists all students who meet the criteria for reclassification.
- Each teacher is responsible for completing the report card grade and teacher judgment columns of the reclassification list for their students.
- In some cases, the Principal works with the teacher to determine the ability of individual students to master grade level standards without language support.
- Based on the information provided by teachers, the Principal identifies students ready to be reclassified and sends a reclassification letter to these students’ parents and submits their names and report cards or evaluations to the school district.
- Reclassified students continue to be monitored to ensure their continued ability to achieve mastery of the CCSS for ELA/Literacy.

In its annual LCAP, Endeavor Charter School will set a reclassification target for annual student progress (see Element B: Measurable Student Outcomes). It is anticipated that EL students who are enrolled at Endeavor Charter School beginning in kindergarten will be reclassified as fluent-English proficient (“RFEP”) prior to middle school. Students who enroll at the Charter School in subsequent years whose language development is still in the beginning or early intermediate stage will receive added interventions from their Advising Teacher by following our WSCS Intervention Plan process.

5. Process for Monitoring Progress of English Learners and Reclassified (RFEP) Students

English Learners and RFEP students will be monitored on a continuous basis throughout the school year. After identifying our ELs, their ELPAC history and progress will be noted, as well as academic and test score history from previous schools the student attended. At several key points in the school year, our ELs are evaluated for possible reclassification:
- After the Fall in-house tests are administered in mid-September, any EL who has been identified as a possible RFEP based on Reading score of “at grade level” or “higher.”
- At the end of the school year, once final grades are submitted, state-mandated testing is complete, and end-of-year NWEA/Let’s Go Learn testing has taken place in June, all ELs are evaluated again and reclassified if eligible.

Throughout this process, teachers will be made aware of any EL student who is nearing eligibility for reclassification, and act as partners with administration to help push our EL students to achieve eligibility for reclassification.
6. Monitoring progress of Long Term English Learners (“LTLEs”)

Because the needs of LTLEs are varied, we will work with our ELD Coordinator and Advising Teachers to identify the reasons why a student has not acquired English at an expected rate and determine the best support system for that student moving forward. Endeavor Charter School will prioritize resources (e.g. curriculum for ELD instruction) for LTLEs. Students will be made aware of their LTLE status and the risks associated with LTLE status, as well as specific barriers to reclassification and ways to address them.

The ELD Coordinator will play a key role in the long-term monitoring progress of LTLEs. He/she will review all progress and final report cards, paying specific attention to ELs. The ELD Coordinator will then call in parents to discuss the report cards and create academic contracts for students who are in need of more support. Advising Teachers will be informed of the contracts and provide tutoring and additional help for LTLE students.

7. Monitoring and Evaluation of Program Effectiveness

The Principal, Executive Director and Board of Directors will evaluate the effectiveness of our education program for ELs by tracking the data points such as ELPAC, CAASPP, in-house benchmarks, report cards, class test data and other assessments. The ELPAC will give us a starting point to identify the relative levels of each EL and give us information about each student. Final report cards will also be compiled and compared to non-EL students.

Between years, each summer, instructional staff will look at test and other assessment data to see how students improve from one year to another and across all grade levels. The success of these data points will allow us to evaluate what aspects of our program are working and which need more attention. These conversations then guide the professional development given to the teachers.

A. Socioeconomically Disadvantaged Students

Our teachers and staff will all receive training on recognizing symptoms and behaviors indicative of a child’s need for additional supports, including issues relating to hunger, extreme poverty, and individual families’ challenges to meet their child’s needs. WSCS has long served students who are socioeconomically disadvantaged, and the hybrid, supportive and personalized model proposed for Endeavor Charter School is suited to their needs. Our Student Study Team process will identify students and families who might need additional resources or supports, including referrals to community service organizations. Despite being an independent study school, we pride ourselves on establishing a true sense of “community” among our stakeholders, and this extends to a sense of engagement and support we have for each of our families.

As demonstrated by the success of countless schools in California and beyond serving students who are socio-economically disadvantaged, income is not a determinant factor in a students’ ability to succeed academically. If students that are socioeconomically disadvantaged also are academically low achieving or struggle with learning differences or are identified as English Learners, Endeavor Charter School will utilize strategies described in other sections of this petition.

B. Academically High-Achieving Students
Students who are academically high-achieving and/or identified as gifted benefit from a highly personalize learning program like Endeavor Charter School. Our model is inherently flexible enough to meet their specific needs, including the ability to engage in significantly increased depth and breadth of learning in any given topic, along with more accelerated pacing than traditional schools can typically offer. Advising teachers assist in finding opportunities for these students achieving beyond grade level to engage at challenging levels through specific curricula/projects/acceleration, demonstrations of learning that required advanced/higher level thinking and communication skills, advanced course placement in secondary school, peer-tutoring, internship, and community college courses that meet their needs for demanding instruction. With a TK-12th school model, academically high-achieving students can benefit from taking classes designed for higher grade levels. An example of this is the opportunity for an 8th grade student to take advanced high school math courses (if student has demonstrated higher math abilities).

Endeavor Charter School will employ many strategies for effective teaching in mixed-ability classrooms, facilitating parents in challenging their students through strategies such as:

- Providing alternative and/or extension activities for students who have already mastered the core content;
- Allowing gifted and high achieving students to work at an accelerated pace;
- Providing opportunities for students to work in flexible groups with other intellectual peers;
- Creating graduated task rubrics and product criteria negotiated jointly by the student, parent and Advising Teacher;
- Asking open-ended questions that stimulate critical thinking;
- Incorporating a variety of the levels of thinking described in Bloom’s taxonomy – including the higher levels of analysis, evaluation, and synthesis – into lesson content and student work products;
- Opportunities for leadership roles and mentoring outside of the classroom.

As a result of program differentiation using the strategies just described, the unique learning needs of advanced learners will be met.

C. ACADEMICALLY LOW-ACHIEVING STUDENTS

Students will be identified as low achieving by multiple measures, including state standardized assessments, in-house benchmarks (NWEA/Let’s Go Learn), teacher observations, low achievement on curriculum assessments, parent input or SST recommendations. Ongoing monitoring through each student’s Personal Learning Plan and Master Agreement occurs after every month and semester, and plans are revised and/or expanded according to needs and new data. Understanding the individual needs of each student and their family and how this is affecting low-achievement is done with students all year long on a daily basis through our personalized approach.

At-risk students are targeted for specific areas of growth via their personalized goals. Advising Teachers monitor progress using multiple measures of assessment. Students will be recommended for an SST, and where appropriate, the Principal and SPED teacher will consult for additional interventions and supports, and determine next steps.

Targeted support for students who are academically low achieving may include:
- Tutoring;
● Focused attention – prepared in consultation with the student and the parent (parent/guardian), if needed in the context of the Student Study Team process, regarding specific strategies and supports;
● Individual contract with the student detailing clear and achievable responsibilities and benchmarks for the student to achieve;
● Other program modifications and supports as determined by the Advising Teacher;
● Frequent parent-teacher communication;
● Increased time on various online learning platforms for mastery of target areas of growth (i.e. Lexia, Edgenuity My Path, the Let’s Go Learn Edge program).

Classroom modifications also may be made to support academically low-achieving students, including using different materials (visual aids, manipulatives, audio materials), using different methods (reading written material aloud to student, guided note-taking, visual cues/modeling), differentiated pacing and assignments, environment changes, testing accommodations and more.

D. STUDENTS WITH DISABILITIES

Endeavor Charter School will admit all students who wish to attend the Charter School (Education Code Section 47605(e)(2)(A).) For a student who has an IEP and wants to participate in independent study, a determination as to whether independent study is appropriate must be made within 30 days and written into the IEP. Endeavor Charter School will comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office for Civil Rights (“OCR”).

Teachers at Endeavor Charter School will implement a wide range of accommodations for students with disabilities. All teachers will receive ongoing development regarding special education policies, strategies for working with students with disabilities, and instructional practices that support students with diverse learning including:
● Early identification and symptoms of disabilities
● Accommodations for specific, observed behaviors
● What to do when a teacher or parent suspects a child may be disabled or have other challenges.

To the maximum extent appropriate, all students with disabilities will be fully integrated into the programs of Endeavor Charter School with the necessary materials, services, and equipment to support their learning. The Charter School will ensure that any student with a disability attending Endeavor Charter School is properly identified, assessed and provided with necessary services and supports. Endeavor Charter School will meet all the requirements mandated within a student’s Individual Education Program. No assessment or evaluation will be used for admission purposes. Parents will be informed that special education and related services are provided at no cost to them. If a student enrolls with an existing IEP, Endeavor Charter School will notify the SELPA. An IEP meeting will be convened within 30 days.

1. PLAN FOR STUDENTS WITH DISABILITIES

Endeavor Charter School intends to be its own Local Education Agency (“LEA”) for the purposes of providing Special Education services, and plans to join the Fresno County Charter Special Education Local Plan Area (“SELPA”) in conformity with Education Code Section 47641(a). The potential for membership
with the Fresno County Charter SELPA is being worked out at this time. The Charter School intends to provide cost-effective and consistent special education services. Endeavor Charter School recognizes that the process of providing Special Education services involves approval by the State Board of Education as a LEA and also acceptance as a member into a SELPA. Endeavor Charter School has already been working with the Fresno County Charter SELPA to prepare for application during the next application period.

In the event Endeavor Charter School does not receive approval into any SELPA prior to opening, Endeavor Charter School reserves its right to operate as a public school of the District for special education purposes, in accordance with Education Code Section 47641(b). In such scenario, all special education funding, costs and services will be delineated within a Memorandum of Understanding with the District.

As its own LEA and member of a SELPA, Endeavor Charter School pledges to work in cooperation with all local and state agencies to ensure that a free and appropriate education is provided to all students with exceptional needs. Endeavor Charter School will comply with all regulatory special education requirements of the Individuals with Disabilities Education Improvement Act of 2004, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office for Civil Rights. Furthermore, Endeavor Charter School will comply with all provisions of AB 602, applicable SELPA guidelines, and additional federal and state laws that apply to Endeavor Charter School pertaining to special education students.

The Charter School may seek resources and services (e.g. Speech, Occupational Therapy, Adapted P.E., and Nursing) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all students with disabilities.

Per federal law, all students with disabilities will be fully integrated into the programs of Endeavor Charter School, with the necessary materials, mandated services, and equipment to support their learning. Endeavor Charter School will meet all the requirements mandated within a student’s IEP. The Charter School will include all special needs students with non-disabled peers to the maximum extent appropriate according to their IEPs.

2. **Services for Students Under the IDEA**

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

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

The Charter School agrees to promptly respond to all District or SELPA inquiries, to comply with reasonable District or SELPA directives, and to allow the District or SELPA access to Charter School students, staff, facilities, equipment and records as required or imposed by law.
a. **STAFFING**

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

The Charter School shall be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements.

b. **SEARCH AND SERVE**

Through collaboration between the faculty, parents and school leaders, Endeavor Charter School will work to identify any students who do not currently have an IEP or Section 504 Plan, but may be in need of pre-referral interventions. An SST will convene to review any referred students.

Students may be evaluated from already-available data (i.e. school tests, teacher observations, grades, etc.) regarding the student’s progress or lack of progress within the general program. No assessment or evaluation will be used for admission purposes.

c. **ASSESSMENT**

The referral process is a formal, ongoing review of information related to students who are suspected of having special needs and show potential signs of needing special education and related services. Endeavor Charter School’s primary internal method for referral for assessment will be the Student Study Team. The parent of any student suspected of needing or qualifying for special education services may also make a referral for an evaluation. Any such parent referrals will be responded to in writing by Endeavor Charter School in a timely manner. Any Endeavor Charter School professional may also directly refer a student for formal assessment to see if he or she has a disability. Endeavor Charter School may additionally choose to refer a student for services through the provisions of a Section 504 Plan, if appropriate.

All referrals will be responded to in writing by Endeavor Charter School within 15 days. Endeavor Charter School will notify the District and/or SELPA of the assessment request within 5 days of receipt. After a student is referred for a special education assessment, Endeavor Charter School will provide the student’s parent or guardian with a proposed assessment plan, in writing, within 15 days of the referral. Parents will be informed by the Sped Coordinator that special education and related services are provided at no cost to them. The parent will be given at least 15 days to provide written consent. The assessment will be completed and an IEP meeting held within 60 days of receipt of the parent’s written consent for assessment.

The Special Education Coordinator will be responsible for gathering all pertinent information and sharing such information all others involved in the assessment. Information gathered will be used as tools to determine the student’s disability, eligibility for services, and determining the nature and extent of required services. If needed or requested, an interpreter will be provided for the parent or guardian during the assessment. A teacher or Endeavor Charter School staff member may serve as the interpreter, if fluent in the parent/guardian’s native language and with parent approval. The types of assessments
that may be used for determining eligibility for specialized instruction and services will be selected by Endeavor Charter School, in collaboration with any hired service providers, and will generally be performed by a qualified psychologist and a nurse if applicable. Those assessments could include, but not limited to:

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

Unless conflicting with SBE, CDE, or SELPA policies and procedures, Endeavor Charter School will follow the below assessment guidelines. If a conflict with any of the prior mentioned agencies’ policies and procedures exists, then SBE, CDE, or SELPA policies and procedures will govern, and Endeavor Charter School will revise these guidelines accordingly:

- Parents or guardians of any student referred for assessment must give their written consent for the Charter School to administer the assessment;
- The student must be evaluated in all areas related to his/her suspected disability;
- The assessment will be conducted by a professional with knowledge of the suspected disability.
- Multiple assessments will be delivered by qualified professionals to measure the student’s strengths and needs;
- Assessments will be delivered without cultural, racial or gender bias;
- Assessment results will be delivered to the parent/guardian in their primary language, and an interpreter will be provided if needed;
- Assessments will be adapted as necessary for students with impaired sensory, physical or speaking skills; and
- A multidisciplinary team will be assembled to assess the student, including a teacher knowledgeable in the disability.

Once the assessment is completed, Endeavor Charter School will hold a meeting to review the results of the assessment and determine whether the student qualifies for special education by meeting the criteria for one of 13 disabling conditions. This meeting is the initial IEP meeting described in detail below, and Endeavor Charter School will give the student’s parent/guardian the opportunity to participate. Endeavor Charter School will be responsible for scheduling, coordinating and facilitating the IEP meeting.

If a student enrolls at Endeavor Charter School with an existing IEP, an IEP meeting will be convened within 30 days to review the existing IEP, discuss the student’s present levels of performance and needs, and offer appropriate placement and services. Prior to such meeting and pending agreement on a new IEP, if needed, Endeavor Charter School shall work to implement the existing IEP or as otherwise agreed upon by the parent/guardian. Within 30 days of each school year beginning, Endeavor Charter School will forward a complete list of all new IEPs to students’ home districts for reference, if required by law.

### d. Development, Implementation and Review of IEP

Every student who is assessed by the Charter School will have an IEP that documents assessment results and eligibility determination for special education services. If the student is deemed eligible for services, Endeavor Charter School will be responsible for providing specialized services, appropriate to the
independent study setting, according to the student’s IEP.

Endeavor Charter School will ensure that all aspects of the IEP and school site implementation are maintained. Endeavor Charter School will provide modifications and accommodations (as outlined within each individual’s IEP) in the general education environment taught by the general education teacher. Students at the Charter School who have an IEP will be served in the Least Restrictive Environment (LRE).

Each student who has an IEP will have an IEP team that oversees the IEP Development, implementation and progress of the student. The proposed IEP team at Endeavor Charter School may consist of the following individuals:

- Principal (as needed)
- Special Education Coordinator (as needed)
- General Education Teacher
- School Psychologist
- School RN (as needed)
- Speech Therapist (as needed)
- The parent or guardian of the student for whom the IEP was developed;
- The student
- At least one Advising Teacher who is familiar with the curriculum or progress appropriate to that student;
- If the student was recently assessed, the individual who conducted the assessment

Others familiar with the student may be invited as needed. Endeavor Charter School views the parent as a key stakeholder in these meetings and will make every effort to ensure parents participate effectively on the IEP team. Endeavor Charter School will provide an interpreter if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process. When available, a Endeavor Charter School teacher or staff member, fluent in the parent’s native language, may serve as the interpreter with parent approval. If the parent(s) cannot attend the IEP meeting, the Charter School will ensure his/her participation using other methods, such as rescheduling the meeting, conferencing by telephone, conferencing via webcam, or meeting at the parent’s home. A copy of the IEP will be given to the parent in accordance with State law, Endeavor Charter School and SELPA policies, as applicable.

Upon the parent or guardian’s written consent, the IEP will be implemented by Endeavor Charter School. The IEP will include all required components.

The elements of the IEP will include:
- A statement of the student’s present levels of academic achievement and functional performance
- The rationale for placement decisions;
- The services the student will receive and the means for delivering those services;
- A description of when services will begin, how often the student will receive them, who will provide them, and where they will be delivered;
- Measurable annual goals and short-term objectives focusing on the student’s current level of performance;
- A description of how the student’s progress will be measured and monitored;
- An explanation of the extent, if any, to which the student will not participate in general education;
- Any accommodations necessary to measure the academic achievement and functional performance of the student on state and district assessments; and
- Transition goals for work-related skills.

IEP meetings will be held according to the following schedule:
- Yearly to review the student’s progress and make any necessary changes;
- Every three years to review the results of a mandatory comprehensive reevaluation of the student’s progress;
- After the student has received a formal assessment or reassessment;
- When a parent or teacher feels that the student has demonstrated significant educational growth or a lack of anticipated progress;
- When an Individual Transition Plan is (ITP) required at the appropriate age;
- When a special education student has been suspended, especially if they demonstrate a pattern of misbehavior, to determine if changes to the IEP are required to address the misbehavior;
- Prior to the expulsion of a student with an IEP, to determine if the student’s misconduct was a manifestation of his/her disability, and
- If the parent/guardian, an Endeavor Charter School staff member, hired service providers, or the student has communicated a concern about the student’s progress.

The IEP team will formally review each student’s IEP at least once a year to determine how the IEP is meeting his/her needs. In accordance with IDEA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed and the IEP is reviewed as part of an overall comprehensive reevaluation of the student’s progress.

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

Parents will be informed each semester of the student’s progress toward meeting annual goals and whether the student is expected to meet his/her annual goals. The Goals and Objectives section of the IEP will be an attachment to the general progress report. This will serve to document the method by which the student’s progress toward achieving the annual goal is measured, the student’s progress during the relevant period, the extent to which it is anticipated the student will achieve the annual goal prior to the next annual review, and where needed, the reasons the student did not meet the goal.

### e. Interim and Initial Placements of New Charter School Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School
shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

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

f. **Special Education Strategies for Instruction and Services**

As detailed throughout this petition, Endeavor Charter School will employ a highly personalized model of independent study instruction for all students, which will benefit all students with learning challenges. Endeavor Charter School will also comply with the federal mandate of the least restrictive environment (“LRE”). Each student’s IEP will require different kinds of modifications for instruction and services, therefore the educational strategies of the IEP will be built around the student’s needs and how these fit within the general goals of the Charter School.

Endeavor Charter School may also contract with outside special education service providers depending on operational needs or specific requirements of the students’ IEPs. Some of the potential contracted services may include nurses, speech therapists, psychologists, autism behavioral or occupational therapists, and counselors. Endeavor Charter School will reassess its special education staffing, service providers, methods, and strategies on a continuous basis to assure that all services provided are effective and of the highest quality.

Endeavor Charter School retains the option, based on operational evaluation and program needs, to employ a high quality Special Education service provider that could coordinate and facilitate some or all of the special education related services and instruction for our students. These types of special education service providers could provide Endeavor Charter School with the following staff:

- Credentialed special education teachers/Resource specialists
- School psychologists
- Occupational therapists
- Physical therapists
- Speech-language pathologists
- School nurses
- Vision therapist
- Interpreters for students who are deaf or hard of hearing
- Orientation and mobility aids for students who are blind or visually impaired

The chosen special education service provider could also be responsible for a number of areas including Assessments, Behavioral Support, Clinical Services, Compliance/Administration, Related Itinerant Services and Designated Instructional Services (DIS), and Special Education Instruction.
g. **Reporting**

Endeavor Charter School, in collaboration with its service providers, will collect and maintain the following information on disabled students as required by IDEA:

- A calculation of all school-age students with disabilities being provided special education services by age, grade, category of disability and the number of students with disabilities who are English Learners;
- The number of students provided with test modifications and the types and the number of students exempted from assessments;
- The settings in which students with disabilities receive their services, specifically including the portion of the school day they receive services with non-disabled peers and time away from the regular classroom;
- The number of students with disabilities suspended "in-school" and out of school, organized by disability and length of suspensions; and
- The basis of exit from Endeavor Charter School of students with disabilities (i.e., attainment of diploma and type, declassified, moved, etc.).

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

h. **Non-Public Placements/Non-Public Agencies**

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

i. **Non-Discrimination**

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

j. **Parent/Guardian Concerns and Complaints**

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

The Charter School’s designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.
**k. Due Process and Procedural Safeguards**

Parents or guardians of students with IEPs at Endeavor Charter School:
- must give written consent for the evaluation and placement of their child;
- will be included in the decision-making process when change in placement is under consideration;
- and will be invited, along with teachers, to all conferences and meetings to develop their child’s IEP.

Any concerns or disagreements raised by parents will be acknowledged by the Charter School within five days, after which a meeting between the parent and school will be scheduled to seek resolution of the disagreement. If a disagreement or concern persists, parents or guardians have the right to initiate a due process hearing to challenge a decision regarding the identification, evaluation, or educational placement of their child.

The Charter School will provide the parent with all notices of procedural safeguards as well as with information on the procedure to initiate both formal and informal dispute resolutions.

In the event that a parent/guardian files a request for a due process hearing or request for mediation, Endeavor Charter School will participate cooperatively to resolve the issues.

Parents or guardians also have the right to file a complaint with the CDE or SBE if they believe that the Charter School or SELPA has violated federal or state laws or regulations governing special education.

**I. SELPA Representation**

The Charter School understands that it shall represent itself at all SELPA meetings.

**m. Funding**

The Charter School understands that it shall be subject to the allocation plan of the SELPA.

**3. Section 504 of the Rehabilitation Act**

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

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

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student’s aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student’s impaired sensory, manual or speaking skills.

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

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education (“FAPE”). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School’s professional staff.

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

All 504 team participants, parents, guardians, teachers and any other participants in the student’s education, including substitutes and tutors, must have a copy of each student’s 504 Plan. The Principal will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with any long-term substitutes. A copy of the 504 Plan shall be maintained in the student’s file. Each student’s 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.
EL EMENT B: MEASURABLE STUDENT OUTCOMES; AND
ELEMENT C: METHODOLOGIES FOR MEASURING STUDENT OUTCOMES

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

“The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.” Ed. Code § 47605(b)(c)(C).

Endeavor Charter School will assume an increased level of accountability for all aspects of its programs and for achieving the goals described within the vision and mission of the school. Full implementation of the educational program and frequent monitoring of student and school outcomes will ensure that the school is an academic success and is achieving all of its overarching goals. The Principal and faculty will be accountable for students’ academic achievement and operational goals. The Principal is ultimately responsible for meeting target goals, and will be held accountable by the Executive Director and Board of Directors.

I. GOALS, ACTIONS AND MEASURABLE OUTCOMES Aligned WITH THE EIGHT STATE PRIORITIES

Endeavor Charter School will adopt a comprehensive set of benchmarks for student and school outcomes that support the achievement of the Charter School’s vision and mission, based on the state and common core standards, state priorities, and our definition of an educated person in the 21st Century. On an annual basis, the Charter School will engage stakeholders to prepare a Local Control and Accountability Plan that details specific goals aligned with each of the state’s priorities, along with specific actions to realize each goal and fiscal allocations to support those efforts. By June 30, 2021, Endeavor Charter School will engage stakeholders in drafting its first Local Control and Accountability Plan in accordance with the Education Code and County and District policies.

<table>
<thead>
<tr>
<th>CHARTER SCHOOL GOALS, ACTIONS AND MEASURABLE OUTCOMES THAT ALIGN WITH THE EIGHT STATE PRIORITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), the Charter School has established goals, actions, and measurable outcomes both schoolwide and for each subgroup of pupils, which address and align with the Eight State Priorities identified in Education Code Section 52060(d).</td>
</tr>
</tbody>
</table>
Local Control and Accountability Plan

In accordance with Education Code Section 47606.5, the Charter School shall comply with all elements of the LCAP pursuant to regulations and a template adopted by the California State Board of Education and reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter. The Charter School shall submit the LCAP to the District and the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed below, shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

**STATE PRIORITY #1 — BASIC SERVICES**

*The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))*

<table>
<thead>
<tr>
<th>SUBPRIORITY A — TEACHERS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GOAL TO ACHIEVE</strong></td>
</tr>
<tr>
<td>Shall ensure that teachers in the Charter School hold a valid Commission on Teacher Credentialing certificate, permit, or other document required for the teacher’s certificated assignment. [Ref. California Education Code Section 47605(l)]</td>
</tr>
<tr>
<td><strong>ACTIONS TO ACHIEVE GOAL</strong></td>
</tr>
<tr>
<td>All core teacher candidates screened for employment will hold valid CA Teaching Credential. Endeavor Charter School will annually review credential status of all teachers and remain current on credentialing requirements and changes.</td>
</tr>
<tr>
<td><strong>MEASURABLE OUTCOME</strong></td>
</tr>
<tr>
<td>100% of core teacher candidates screened for employment will hold valid CA Teaching Credential. Endeavor Charter School will annually review credential status of all teachers and remain current on credentialing requirements and changes.</td>
</tr>
<tr>
<td><strong>METHODS OF MEASUREMENT</strong></td>
</tr>
<tr>
<td>Initial and annual verification of core teacher credential as reported by the CA Commission on Teacher Credentialing; CALPADS, Annual publication of School Accountability Report Card</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUBPRIORITY B — INSTRUCTIONAL MATERIALS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GOAL TO ACHIEVE</strong></td>
</tr>
<tr>
<td>100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in our charter petition</td>
</tr>
<tr>
<td><strong>ACTIONS TO ACHIEVE GOAL</strong></td>
</tr>
<tr>
<td>Endeavor Charter School teachers will partner with the parent and student to create a comprehensive and personalized learning plan (PLP) for each enrolled student. Advising Teachers will be available to support high quality personalized learning for each enrolled student.</td>
</tr>
<tr>
<td><strong>MEASURABLE OUTCOME</strong></td>
</tr>
<tr>
<td>100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in our charter petition</td>
</tr>
<tr>
<td><strong>METHODS OF MEASUREMENT</strong></td>
</tr>
<tr>
<td>Instructional team will ensure that each enrolled has an appropriate and comprehensive personalized learning plan with necessary curricula.</td>
</tr>
</tbody>
</table>

<p>| SUBPRIORITY C — FACILITIES |</p>
<table>
<thead>
<tr>
<th><strong>GOAL TO ACHIEVE</strong></th>
<th><strong>Subpriority</strong></th>
<th><strong>Maintain the existing facility in a safe and clean condition in partnership with various entities in order to provide learning center classes to enrich and support our Independent Study program.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Actions to Achieve Goal</strong></td>
<td><strong>Maintain a facility suitable for learning center classes.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Measurable Outcome</strong></td>
<td><strong>The facility will be kept in a safe and clean condition suitable for facilitating student learning.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Methods of Measurement</strong></td>
<td><strong>Site visit of physical facility.</strong></td>
<td></td>
</tr>
</tbody>
</table>

**State Priority #2 — Implementation of Common Core State Standards**

**Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency**

<table>
<thead>
<tr>
<th><strong>Subpriority A — CCSS Implementation</strong></th>
<th><strong>Goal to Achieve Subpriority</strong></th>
<th><strong>100% of first year teachers will participate in on-going, professional development on state standard implementation and personalizing each student’s learning in a way that promotes advancement in all core subjects.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Actions to Achieve Goal</strong></td>
<td><strong>Students who are classified as EL will receive additional support and specialized curriculum as warranted based on age, level and need. All students are monitored individually for appropriate progress.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Measurable Outcome</strong></td>
<td><strong>First year teachers will participate in a minimum of 5 hours of standards implementation, reviewing scope and sequences, understanding various personalized learning materials and methods, and how to measure progress in a personalized learning plan.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Methods of Measurement</strong></td>
<td><strong>Staff meeting Agendas, Mentor teacher check lists.</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Subpriority B — EL Students &amp; Academic Content Knowledge</strong></th>
<th><strong>Goal to Achieve Subpriority</strong></th>
<th><strong>EL students will gain English language proficiency through the implementation of the ELD strategies and curriculum</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Actions to Achieve Goal</strong></td>
<td><strong>EL students participate in English Language Arts/Literacy instruction with appropriate instructional support. EL students have access to ELD curriculum.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Measurable Outcome</strong></td>
<td><strong>Annually, 100% of EL students will gain academic content knowledge through the implementation of the CCSS.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Methods of Measurement</strong></td>
<td><strong>Measurement may include: EL student performance on the CAASPP statewide assessments; CELDT/ELPAC Assessments; PLP folder; teacher assessments; In-House Academic Growth Assessments.</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Subpriority C — EL Students &amp; English Language Proficiency</strong></th>
<th><strong>Goal to Achieve Subpriority</strong></th>
<th><strong>All EL students will be provided appropriate EL support and instruction and monitored for progress.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Actions to Achieve Goal</strong></td>
<td><strong>EL students participate in English Language Arts/Literacy instruction with appropriate instructional support. EL students have access to ELD curriculum. Teachers of EL students participate in professional development activities and receive additional support.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Measurable Outcome</strong></td>
<td><strong>All EL students will progress toward English language proficiency within four years of initial classification as English learner.</strong></td>
<td></td>
</tr>
</tbody>
</table>
### Methods of Measurement

Student performance on CELDT/ELPAC Assessment, internal assessments and portfolio evaluations.

### State Priority #3 — Parental Involvement

Parental involvement and family engagement, including efforts the Charter School makes to seek parent input in making decisions for the Charter School, and including how the Charter School will promote parental participation in programs for unduplicated pupils and individuals with exceptional needs.

#### Subpriority A – Achieving/Maintaining Parental Involvement

<table>
<thead>
<tr>
<th>Goal to Achieve Subpriority</th>
<th>Actions to Achieve Goal</th>
<th>Measurable Outcome</th>
<th>Methods of Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parent participation at school events, and parent meetings held at various times throughout the year. Parent involvement with their student’s Personalized Learning Plan. Parent representation on the WSCS Board.</td>
<td>Promote events and parent involvement through parent communication tools and announcements.</td>
<td>We will continue to promote the active parent engagement we already have by maintaining the current level of involvement opportunities.</td>
<td>Student PLP folders will document frequent, ongoing parent meetings. Sign up sheets will demonstrate parent involvement at school events.</td>
</tr>
</tbody>
</table>

#### Subpriority B – Promoting Parent Participation

<table>
<thead>
<tr>
<th>Goal to Achieve Subpriority</th>
<th>Actions to Achieve Goal</th>
<th>Measurable Outcome</th>
<th>Methods of Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintain high parent involvement.</td>
<td>Implement our core program of parent led education using our personalized learning model.</td>
<td>100% of Endeavor Charter School’s students will have a Personalized Learning Plan (PLP) which requires daily parent involvement and regular parent meetings with the student’s teacher.</td>
<td>PLP files</td>
</tr>
</tbody>
</table>

### State Priority #4 — Student Achievement

Pupil achievement, as measured by all of the following, as applicable:

- A. California Assessment of Student Performance and Progress (CAASPP) statewide assessment
- B. California School Dashboard
- C. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education
- D. Percentage of ELs who make progress toward English language proficiency as measured by the California English Language Development Test (CELDT) and/or English Language Proficiency Assessment for California (ELPAC)
- E. EL reclassification rate
- F. Percentage of pupils who have passed an AP exam with a score of 3 or higher
- G. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness
## Subpriority A – CAASPP

**Goal to Achieve Subpriority:**
Year over year improvement for 80% of students per cohort.

**Actions to Achieve Goal:**
Develop optimal Personalized Learning Plans for each student to maximize success in both English Language Arts and Mathematics. Use charter resources to encourage measurable progress for all students.

**Measurable Outcome:**
Endeavor Charter School student test scores

**Methods of Measurement:**
CAASPP results, internal assessments, course progress and mastery, homework, teacher observations, portfolios.

## Subpriority B – California School Dashboard

**Goal to Achieve Subpriority:**
Endeavor Charter will continue monitor school performance as communicated on the dashboard.

**Actions to Achieve Goal:**
Annually review dashboard results and data to inform our LCAP process.

**Measurable Outcome:**
Leadership meets to review data annually.

**Methods of Measurement:**
Leadership team shares data with staff and stakeholders.

## Subpriority C – UC/CSU Course Requirements (or CTE)

**Goal to Achieve Subpriority:**
Provide a wide array of A-G courses. Provide at least one CTE pathway. Ensure access for dual enrollment opportunities with the community college.

**Actions to Achieve Goal:**
Apply and be granted WASC accreditation.
Apply and be granted A-G approved courses.
Create and implement a CTE pathway.
High School students may continue to take A-G courses through Glacier High School Charter as allowed by statute in order to have a WASC approved High School program and A-G approved courses during the application process for Endeavor Charter School’s approval.

**Measurable Outcome:**
WASC accreditation, A-G course approval, and established CTE pathway.

**Methods of Measurement:**
WASC accreditation, A-G course approval, and established CTE pathway.

## Subpriority D – EL Proficiency Rates

**Goal to Achieve Subpriority:**
Majority of EL students will advance at least one performance level per the CELDT each academic year.

**Actions to Achieve Goal:**
Extra support needed to obtain English proficiency will be addressed in the Personalized Learning Plan and may include 1-1 tutoring, small group instruction, and/or specialized curriculum.

**Measurable Outcome:**
Students will meet performance level progress each year

**Methods of Measurement:**
The CELDT test will be used to measure progress in conjunction with teacher observation, and course progress and mastery

## Subpriority E – EL Reclassification Rates
### GOAL TO ACHIEVE

**Subpriority**

EL students will progress through the ELPAC performance levels.

**Actions to Achieve Goal**

Extra support needed to obtain English proficiency will be addressed in the Personalized Learning Plan and may include 1-1 tutoring, small group instruction and/or specialized curriculum.

**Measurable Outcome**

25% of those EL students who are currently at level 3 will be reclassified as Fluent English Proficient annually.

**Methods of Measurement**

The CELDT test will be used to measure progress in conjunction with teacher observation, and course progress and mastery.

### Subpriority F – AP Exam Passage Rate

**Goal to Achieve Subpriority**

Endeavor Charter School will implement the Computer Science Principles AP course and exam in conjunction with the CTE Pathway in Technology- IT Services and Support.

**Actions to Achieve Goal**

Submit Computer Principles AP course to College Board for approval.

**Measurable Outcome**

Students enrolled in the CTE Pathway in Technology- IT Services and Support will register and take the Computer Science Principles AP Exam.

**Methods of Measurement**

Computer Science Principles AP Exam Student scores.

### Subpriority G – College Preparedness/EAP

**Goal to Achieve Subpriority**

100% of High School students will have a “Five Year Plan” outlining goals, career objectives, possible career interests and high school pathway.

**Actions to Achieve Goal**

A “Five Year Plan” will be developed for each student to plan towards life and career objectives.

**Measurable Outcome**

College and career readiness at the time of high school graduation.

**Methods of Measurement**

Yearly evaluation of the “Five Year Plan” and it’s alignment for each student.

### State Priority #5 — Student Engagement

*Pupil engagement, as measured by all of the following, as applicable:*

- **School attendance rates**
- **Chronic absenteeism rates**
- **Middle school dropout rates (EC §52052.1(a)(3))**
- **High school dropout rates**
- **High school graduation rates**

### Subpriority A – Student Attendance Rates

**Goal to Achieve Subpriority**

Endeavor Charter School will maintain a 95% attendance rate.

**Actions to Achieve Goal**

Charter School will provide a safe and engaging learning environment for all its students and families, including those of the various subgroups enrolled.
<table>
<thead>
<tr>
<th><strong>MEASURABLE OUTCOME</strong></th>
<th>Annual Average Daily Attendance will be at least 95%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>METHODS OF MEASUREMENT</strong></td>
<td>Required state attendance reporting</td>
</tr>
</tbody>
</table>

**Subpriority B – Student Absenteeism Rates**

<table>
<thead>
<tr>
<th><strong>GOAL TO ACHIEVE SUBPRIORITY</strong></th>
<th>Endeavor Charter School will maintain a 95% attendance rate.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACTIONS TO ACHIEVE GOAL</strong></td>
<td>Absences will be monitored each learning period. Students who have excessive absences in any one learning period will be contacted to investigate the reason for the absence and to assess if additional support is needed.</td>
</tr>
<tr>
<td><strong>MEASURABLE OUTCOME</strong></td>
<td>Attendance rate will meet or exceed 95% on state reporting.</td>
</tr>
<tr>
<td><strong>METHODS OF MEASUREMENT</strong></td>
<td>Attendance rate will meet or exceed 95% on state reporting.</td>
</tr>
</tbody>
</table>

**Subpriority C – Middle School Dropout Rates**

<table>
<thead>
<tr>
<th><strong>GOAL TO ACHIEVE SUBPRIORITY</strong></th>
<th>Endeavor Charter School will provide an engaging and academically rigorous program for all middle school students that will advance the students’ mastery of academic subjects while encouraging personal development.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACTIONS TO ACHIEVE GOAL</strong></td>
<td>Every student will receive a PLP which will list courses and electives. Incorporating each student’s personal strengths, needs and desires will encourage each middle schooler to take an active interest in their own learning and personal growth.</td>
</tr>
<tr>
<td><strong>MEASURABLE OUTCOME</strong></td>
<td>Students who leave Endeavor Charter School because of lack of progress will be tracked separately from students who leave for other reasons.</td>
</tr>
<tr>
<td><strong>METHODS OF MEASUREMENT</strong></td>
<td>Student enrollment and retention will be measured each year and steps will be taken to improve retention if needed.</td>
</tr>
</tbody>
</table>

**Subpriority D – High School Dropout Rates**

<table>
<thead>
<tr>
<th><strong>GOAL TO ACHIEVE SUBPRIORITY</strong></th>
<th>Endeavor Charter School will provide an engaging and academically rigorous program for all high school students that will advance the students’ mastery of academic subjects while encouraging personal development.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACTIONS TO ACHIEVE GOAL</strong></td>
<td>Every student will receive a PLP which will list courses and electives. Incorporating each student’s personal strengths, needs and desires will encourage each high schooler to take an active interest in their own learning and personal growth.</td>
</tr>
<tr>
<td><strong>MEASURABLE OUTCOME</strong></td>
<td>Students who leave Endeavor Charter School because of lack of progress will be tracked separately from students who leave for other reasons.</td>
</tr>
<tr>
<td><strong>METHODS OF MEASUREMENT</strong></td>
<td>Student enrollment and retention will be measured each year and steps will be taken to improve retention if needed.</td>
</tr>
</tbody>
</table>

**Subpriority E – High School Graduation Rates**

<table>
<thead>
<tr>
<th><strong>GOAL TO ACHIEVE SUBPRIORITY</strong></th>
<th>Every student will receive a PLP listing courses and elective and/or homeschool interests which will encourage each high schooler to take an active interest in their own learning and personal growth. 90% of students who enroll as a senior with Endeavor Charter School shall graduate from Endeavor Charter School.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACTIONS TO ACHIEVE GOAL</strong></td>
<td>Every student will receive a PLP listing courses and elective and/or homeschool interests which will encourage each high schooler to take an active interest in their own learning and personal growth.</td>
</tr>
<tr>
<td><strong>MEASURABLE OUTCOME</strong></td>
<td>Students from all subgroups will graduate from Endeavor Charter School after completing Endeavor’s required coursework for graduation.</td>
</tr>
<tr>
<td><strong>METHODS OF MEASUREMENT</strong></td>
<td>Student’s PLPs and achievement of goals including career/college readiness will be analyzed yearly.</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>

**STATE PRIORITY #6 — SCHOOL CLIMATE**

School climate, as measured by all of the following, as applicable:

- **A. Pupil suspension rates**
- **B. Pupil expulsion rates**
- **C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness**

### SUBPRIORITY A – PUPIL SUSPENSION RATES

<table>
<thead>
<tr>
<th><strong>GOAL TO ACHIEVE SUBPRIORITY</strong></th>
<th>Endeavor Charter School will maintain an annual suspension rate of 5% or less than.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACTIONS TO ACHIEVE GOAL</strong></td>
<td>Endeavor Charter School staff members and students will be trained and follow our cultural norms for behavior, academics and social interactions. On-going training as situations arise will take place during regularly scheduled staff meetings and individual meetings.</td>
</tr>
<tr>
<td><strong>MEASURABLE OUTCOME</strong></td>
<td>Endeavor Charter School will maintain an annual suspension rate of 5% or less.</td>
</tr>
<tr>
<td><strong>METHODS OF MEASUREMENT</strong></td>
<td>Annual School Accountability Report Card, California School Dashboard.</td>
</tr>
</tbody>
</table>

### SUBPRIORITY B – PUPIL EXPULSION RATES

<table>
<thead>
<tr>
<th><strong>GOAL TO ACHIEVE SUBPRIORITY</strong></th>
<th>Endeavor Charter School will maintain an annual expulsion rate of less than 5%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACTIONS TO ACHIEVE GOAL</strong></td>
<td>Endeavor Charter School staff members and students will be trained and follow our cultural norms for behavior, academics and social interactions. On-going training as situations arise will take place during regularly scheduled staff meetings and individual meetings.</td>
</tr>
<tr>
<td><strong>MEASURABLE OUTCOME</strong></td>
<td>Endeavor Charter School will maintain a less than 5% expulsion rate.</td>
</tr>
<tr>
<td><strong>METHODS OF MEASUREMENT</strong></td>
<td>Annual School Accountability Report Card and CALPADS Report.</td>
</tr>
</tbody>
</table>

### SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS)

<table>
<thead>
<tr>
<th><strong>GOAL TO ACHIEVE SUBPRIORITY</strong></th>
<th>Endeavor Charter School will have a student safety plan that all staff members will be required to know, understand and follow.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACTIONS TO ACHIEVE GOAL</strong></td>
<td>Endeavor Charter School will review the safety plan annually. Students who are not actively engaged in their PLP will receive extra support in order to increase school connectedness and positive staff/student relations.</td>
</tr>
<tr>
<td><strong>MEASURABLE OUTCOME</strong></td>
<td>Annual Student Survey, School Safety Plan</td>
</tr>
<tr>
<td><strong>METHODS OF MEASUREMENT</strong></td>
<td>Annual Student Survey, School Safety Plan</td>
</tr>
</tbody>
</table>

**STATE PRIORITY #7 — COURSE ACCESS**

The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.
“Broad course of study” includes the following, as applicable:

Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)

Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))

**GOAL TO ACHIEVE SUBPRIORITY**

Endeavor Charter School students, including all student subgroups, unduplicated students, and students with exceptional needs, will have access to and enroll in our educational program as outlined in the school’s Charter. There is an almost unlimited amount of course access for all subgroups due to online course offerings, teacher-created courses, personalized electives and traditional electives.

**ACTIONS TO ACHIEVE GOAL**

All academic content areas will be available to all students, including student subgroups, at all grade levels.

**MEASURABLE OUTCOME**

100% of students including all student subgroups, unduplicated students, and students with exceptional needs, will be enrolled in the Endeavor Charter School academic program as outlined in the school’s charter.

**METHODS OF MEASUREMENT**

PLPs, learning center class enrollment, and community college enrollment

**STATE PRIORITY #8—OTHER STUDENT OUTCOMES**

Pupil outcomes, if available, in the subject areas described above in #7, as applicable.

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**II. ADDITIONAL OUTCOMES**

Annual individual goals and objectives for each student will be written collaboratively by the student, parent (parent/guardian) and Advising Teacher in the student’s Master Agreement; monthly Personal Learning Plans will set specific standards-aligned learning objectives. Student progress toward completion of goals will be monitored by the Advising Teacher every 7-20 school days based on the needs of the student.

In addition to the goals outlined in the LCFF table above, additional goals include:

1. The Board of Directors will carry out its responsibilities with the utmost degree of good faith, honesty, integrity, loyalty and undivided service to the Charter School as demonstrated by the actions of the Board and adherence to legal requirements.

2. Financial planning and annual budgets will reflect the appropriate allocation of resources to ensure achievement of the Charter School’s vision and mission as demonstrated by balanced budgets that address the Charter School’s priorities and successful external audits.

These goals and our progress toward goals will be communicated regularly with our entire school community.

**III. METHODS OF ASSESSMENT**

Endeavor Charter School will administer a variety of meaningful assessments to document and evaluate student academic progress over time. Student achievement data gathered through internal and external
assessments will provide teachers the opportunity to modify each student’s PLP and instruction in response to student outcomes, and allow the Charter School to adjust its program to best address student needs. Data obtained from standardized assessments will be disaggregated annually to clearly identify the academic performance of students by sub-groups (e.g., by ethnicity, gender, English Learners, socioeconomically disadvantaged students, and students with disabilities). Additionally, internal assessments (teacher-created, publisher and online assessment tools), will be analyzed individually by teachers and in collaborative groups during common planning time in order to target student needs, identify program strengths and gaps, and to plan subsequent instruction and students’ PLPs.

Endeavor Charter School will comply with all regulations, reporting and processes associated with the state’s Local Control Accountability Plans under the Local Control Funding Formula.

To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

Teachers will use a variety of assessments to measure individual students’ attainment of state content standards and to follow their academic progress. Students will participate in our formal in-house assessments each year, such as Let’s Go Learn for K-5th and NWEA for 6th-11th. Informal assessments will also play a major role in determining students’ academic success including teacher observations, homework samples, written work, progress on intervention curriculum (programs such as LEXIA and My Path), project-based work and more.

By the end of the third grade (and the first year of CAASPP testing) we expect that most students will Meet/Exceed standards in ELA and Math. Ongoing assessment of daily work and formal evaluation using online assessments, scoring guides, tests and checklists will provide the Advising teacher(s), parent (parent/guardian) and student with feedback on student achievement and progress. As students progress into and through middle grades and high school, student evaluation will become more formal, including student-produced projects, final draft writing, science experiments and presentations of research. Students will be assessed in a summative manner in the form of quizzes, tests (both written and online), essays, research papers, presentations and/or projects.

We will use the following assessments:

- California Assessment of Student Performance and Progress in ELA, Math (grades 3-8 and 11) and the California Science Test (grades 5, 8, and high school)
- NWEA benchmark assessments based on CCSS (grades 6-11)
- Let’s Go Learn benchmark assessments based on CCSS (grades K-5)
- Curriculum publishers (text and online) assessments
- ELPAC to measure progress for EL students
- PSAT, SAT and ACT test scores for high school students
- Stakeholder surveys (parents, students, teachers/staff) to evaluate curriculum, instructional practices, parent/student policies and procedures, school culture, and/or school-wide performance.

IV. DATA DRIVEN INSTRUCTION

Endeavor Charter School will utilize a comprehensive and customizable student information system, School Pathways, already in place at WSCS’ other charter schools, MHSC and GHSC, to store student
information, including a variety of reports on student achievement with both school-wide and subgroup analyses. While the Principal will have primary responsibility for overseeing all student achievement data entry, analysis, reporting and reflection on data, all teachers will receive intensive training on student achievement data and effective usage of the SIS.

Endeavor Charter School teachers and school leaders will analyze student achievement data on a continuous basis in order to identify the needs of each individual student over time, using data to formulate the PLP for each student monthly. Teachers will be provided with common planning time that they will use to examine data at regularly scheduled staff meetings. The Principal will monitor the progress of all subgroups (particularly language learners and special education students), and patterns of academic achievement that may indicate declining progress or inequitable outcomes among different sub-groups. Any problematic data trends will be directly addressed through meetings with individual students and their parents as well as the Advising Teachers, and through the examination of policies or curriculum that may be contributing to declining achievement or inequities.

On an annual basis, internal data will be compared to CAASPP and other state standardized test data to determine efficacy in predicting performance. Endeavor Charter School will also annually prepare and make public its School Accountability Report Card (“SARC”).

V. PROGRESS REPORTS/GRADING

Grades K-8
At the elementary level, the Advising Teacher formally evaluates students twice each year: midway through the school year and at the end. The evaluation for each student is formulated by a combination of work samples, assessments, and teacher observation. The Advising Teacher uses a rubric of O, S, and N. N denotes, “needs improvement,” S denotes, “satisfactory,” and O denotes, “outstanding.” These evaluation forms are placed in each student’s school file.

Grades 9-12
At the high school level, students typically take seven 5-credit classes per semester. In this scenario a student would receive 70 units per year. The following table demonstrates the units necessary to move from one grade level to another.

<table>
<thead>
<tr>
<th>Grade</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>9th</td>
<td>0-54 credits</td>
</tr>
<tr>
<td>10th</td>
<td>55-124 credits</td>
</tr>
<tr>
<td>11th</td>
<td>125-189 credits</td>
</tr>
<tr>
<td>12th</td>
<td>190-260 credits</td>
</tr>
</tbody>
</table>

Students can receive the grades of A, B, C, D, F, or P. Each grade has a point value which effects a student’s overall GPA. The following table demonstrates the Grade Point Average value for each letter grade.

A: 4 points  B: 3 points  C: 2 points  D: 1 point  F: 0 points

All grades are reviewed and finalized by our Credentialed Advising Teachers. A student who has not completed a course by the end of a semester, may take a mark of “incomplete” (I) if s/he has at least 70% of the course already completed. This mark means that the student is not receiving credit, but will complete the course in the following semester. The student will receive a letter grade reduction for their incomplete.
For transcript purposes, credit for that course will be assigned in the semester in which the course is originally listed on the Master Agreement. If the incomplete course is not finished in the following semester the student’s incomplete will be calculated for GPA as an “F.”

An individual plan is created by the Advising Teacher for students who are behind on credits. This may include Credit Recovery online courses, extra tutoring and working during Summer.

Students will receive updated transcripts each semester based on a semester grading period. Report cards include the student’s entire transcript to date and will be mailed to parent/guardian.
ELEMENT D: GOVERNANCE STRUCTURE

“The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.” Ed. Code § 47605(c)(5)(D).

I. NON-PROFIT PUBLIC BENEFIT CORPORATION

Endeavor Charter School will be a directly funded independent charter school operated by Western Sierra Charter Schools, a California non-profit public benefit corporation with designation as a 501(c)(3) tax-exempt organization by the IRS, pursuant to California law upon approval of this charter. WSCS currently operates Mountain Home School Charter and Glacier High School Charter. Like these two schools, Endeavor Charter School will be governed by the WSCS Board of Directors (“Board”) in accordance with the Charter Schools Act, Nonprofit Public Benefit Corporation Law, the corporation’s Bylaws and the terms of this charter, and all other applicable state and federal laws. WSCS shall comply with the Brown Act, the Public Records Act, the Political Reform Act, and Government Code Section 1090, as set forth in Education Code Section 47604.1. Copies of WSCS’ Bylaws Appendix 8 and Conflict of Interest Code Appendix 9 are attached. The Articles of Incorporation and proof of tax exempt status are found in Appendix 10.

The Charter School shall operate autonomously from the District, with the exception of supervisory oversight as required by statute and other contracted services as negotiated between the District and the Charter School. Pursuant to Education Code Section 47604(d), the District shall not be liable for the debts and obligations of the Charter School, nor will the District be liable for claims arising from the performance of acts, errors, or omissions by the Charter School as long as the District has complied with all oversight responsibilities required by law.

II. GOVERNANCE STRUCTURE

A. MAJOR ROLES AND RESPONSIBILITIES

1. BOARD OF DIRECTORS

In addition to the general and specific powers of the Board delineated in California Nonprofit Public Benefit Corporation law and included in the Bylaws, the Board of Directors is fully responsible for the operation and fiscal affairs of the Charter School, including, but not limited to the following:

- Ensure the Charter School meets its mission and goals
- Monitor student achievement to ensure progress toward fulfillment of the mission;
- Hire, supervise, and evaluate the Executive Director and Principal;
- Retain ultimate responsibility for hiring and terminating all other employees;
- Approve contractual agreements in accordance with Board policies;
- Approve and monitor the Charter School’s annual budget, budget revisions, and monthly cash flow statements;
- Act as a fiscal agent. This includes but is not limited to the receipt of funds for the operation of the Charter School in accordance with applicable laws and the receipt of grants and donations consistent with the mission of the Charter School;
- Contract with an external independent auditor to produce an annual financial audit according to
generally accepted accounting practices;
● Establish operational committees as needed;
● Recruit and appoint new Board members and provide orientation training
● Participate in fundraising to support the Charter School
● Execute all applicable responsibilities provided for in the California Corporations Code;
● Engage in ongoing strategic planning;
● Approve the schedule of Board meetings;
● Participate in the dispute resolution procedure and complaint procedures when necessary;
● Approve charter amendments as necessary and submit requests for material revisions as necessary to the District for consideration;
● Approve annual independent fiscal audit and performance report;
● Appoint an administrative panel to take action on recommended student expulsions.

WSCS has adopted a conflict of interest code that complies with the Political Reform Act, Government Code Section 1090 as set forth in Education Code Section 47604.1, and Corporations Code conflict of interest rules, and which shall be updated with any charter school-specific conflict of interest laws or regulations. As noted above, the Conflict of Interest Code is attached within Appendix 9.

The Board of Directors attends an annual in-service for the purposes of training individual board members on their responsibilities with topics including at minimum Conflicts of Interest and the Brown Act.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of WSCS any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated.

2. **Executive Director**

The Executive Director serves as the operational and educational leader and chief executive officer of WSCS. The Executive Director shall be responsible for the direction of the Charter School and of WSCS relationships with stakeholders (e.g. community members, parents, students, staff, donors, District oversight office, etc.) and leadership of the organization’s development efforts.

The Executive Director shall perform assigned tasks as directed by the Board of Directors and shall be required to undertake some or all of the tasks detailed below. These tasks may include, but are not limited to, the following:

● Ensure the Charter School enacts its mission;
● Guide the Charter School toward the fulfillment of its vision and future goals;
● Communicate with and report to the Board of Directors;
● Plan, direct, implement and evaluate the instructional program of the Charter School;
● Oversight and planning of professional development for teachers and staff;
● Monitor the Charter School’s instructional accountability, including collecting, analyzing, and reporting school and student performance data to develop school priorities and to drive decision-making;
● Ensure that appropriate evaluation techniques are used for both students and staff;
● Oversee student discipline, and as necessary participate in the suspension and expulsion process.
• Oversee implementation of organizational policies established by the Board of Directors;
• Oversee all corporate finances, including those of Endeavor Charter School, and take actions to ensure financial stability and accurate financial records;
• Oversee the recommendations of employee hiring, promotion, discipline, and/or dismissal;
• Oversee operational systems such as student records, teacher records, teacher credentialing, contemporaneous attendance logs, purchasing, budgets, and timetables;
• Promote the Charter School in the community, encourage positive public relations and interact effectively with media;
• Take an active role in fundraising and grant writing for the Charter School;
• Ensure compliance with all applicable state and federal laws;
• Complete and submit required documents as requested or required by the charter and/or Board of Directors and/or the District;
• Attend District administrative meetings as requested by the District and stay in direct contact with the District as needed;
• Present the independent fiscal audit to the Board of Directors, and, after review by the Board of Directors, present audit to the District, the County Superintendent of Schools, the State Controller, and the California Department of Education.

The above duties, with the exception of personnel matters, may be delegated or contracted as approved by the Board of Directors to another appropriate employee or third party provider.

### 3. Principal

The Principal will be the leader of the school site. He/She will ensure that the curriculum is implemented in order to maximize student learning experiences and be responsible for the orderly day-to-day operations of the Charter School and the supervision of all employees at the school site. Responsibilities will include, but are not limited to, the following:

• Manage and/or oversee all daily school operations, including student admissions and discipline, facilities, front office, school scheduling, etc.
• Recruit, hire, train, coach, evaluate, and if needed, discipline or terminate teachers and staff
• Ensure that appropriate evaluation techniques are used for both students and staff
• Develop, support, guide, and evaluate teachers and other personnel to ensure the academic achievement of all student subgroups and targeted student populations
• Provide instructional support by building the capacity of teachers in implementing effective strategies to teach all student subgroups and targeted populations, including English Learners, foster youth, low income students, gifted and talented students, and students with disabilities
• Prepare the annual Local Control Accountability Plan in collaboration with stakeholders
• Oversee school wide testing
• Prepare the Charter School’s master schedule
• Assist the Executive Director in meeting state and federal mandates and to ensure instructional monitoring and compliance needs
• Take responsible steps to secure full and regular attendance of students enrolled in accordance with policies established by the Board of Directors
• Oversee student discipline, and as necessary participate in the suspension and expulsion process
• Promote the Charter School in the community
• Oversee student services, enrichments and extracurricular activities
• Organize, assist, and implement the Charter School’s safety plan and ensure compliance with mandated child abuse reporting
• Manage the Charter School’s facilities

The WSCS Organizational Chart is included in Appendix 11

III. GOVERNING BOARD COMPOSITION AND MEMBER SELECTION

The Charter School will be governed by the WSCS Board of Directors (“Board” or “Board of Directors”) in accordance with the Board’s adopted corporate bylaws, which shall be consistent with the terms of this charter.

The Board of Directors shall be composed of no less than eight and no more than eleven directors, pursuant to the Bylaws. All directors shall be designed by the existing Board of Directors at the corporation’s annual meeting of the Board. Each director shall hold office unless otherwise removed from office in accordance with the bylaws for three (3) years and until a successor director has been elected as required by the position as described below. No Director, other than the District representative may serve for more than six consecutive years.

The Board of Directors will be composed of representatives of the following constituencies:

   a. One parent of a Mountain Home School student
   b. One parent of a Glacier High School student
   c. Two parents of Endeavor Charter School students
   d. One teacher from Mountain Home School or Glacier High School
   e. One teacher from Endeavor Charter School
   f. One Community member
   g. One Representative from Yosemite Unified Board
   h. One representative identified by Fresno Unified School District Board (If FUSD desires)

The current WSCS Board is composed of the following members:

<table>
<thead>
<tr>
<th>Name</th>
<th>Representative Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Darin Soukup, Ph.D</td>
<td>Community Member</td>
</tr>
<tr>
<td>Joyce Vind</td>
<td>Staff, Oakhurst</td>
</tr>
<tr>
<td>Tamera Dent</td>
<td>Parent, Oakhurst</td>
</tr>
<tr>
<td>Richard Shehadey</td>
<td>Parent, Fresno</td>
</tr>
<tr>
<td>Margaret DenHartog, M.A.</td>
<td>Staff, Fresno</td>
</tr>
</tbody>
</table>
Please see Appendix 1 for board member bios including names and relevant qualifications.

The existing Board of Directors shall designate all other directors. Any member of the community may refer a potential candidate to the Board, which will evaluate prospective candidates to determine whether or not they fit the stated needs of the Board recruitment strategy. Although the Board strives for unanimous support for new Board Members, per the Bylaws, a simple majority is all that is needed to designate a Director.

Although not required, the Board will strive to create an odd number of Directors for voting purposes. In accordance with its Bylaws, the Board will appoint new members upon the resignation or removal of any director, or any change in the stated number of Board members (e.g., expanding the size of the Board to increase fundraising capacity). In accordance with Education Code Section 47604(c), the District may appoint a representative to sit on the Board.

In recognition of the need for diverse voices and expertise on the Board, there will be a consistent attempt to recruit Board members that will ensure sound oversight of the fiscal, operational, and instructional practices of the Charter School, including individuals with experience in business management, law, finance, education, governance, administration, facilities, and community relations.

Threshold screening criteria for all prospective members of the Board will be a demonstrated understanding of and commitment to the mission, vision and unique educational model of WSCS as well as a strong commitment to serving the Charter School’s students. Other relevant criteria for Board selection include a demonstrated ability to act in a leadership capacity and a commitment to diligently fulfilling all Board responsibilities, including a willingness to routinely attend Board meetings and participate actively in oversight of the Charter School. New Board members will go through an initial orientation to their responsibilities as Board members and effective charter school oversight.

IV. GOVERNANCE PROCEDURES AND OPERATIONS

The Board of Directors will meet regularly (approximately six times each calendar year), and in accordance with the Brown Act and Education Code Section 47604.1(c). Additional meetings may be called as necessary and will comply with all of the provisions of the Brown Act. At an annual meeting, the Board will set the calendar for upcoming Board meetings for the year and publish the schedule on its charter schools’ websites. Agendas for regular meetings will be published in advance and distributed to each member of the Board of Directors and will be physically posted at the Charter School’s entrance and office, and posted on the Charter School website, for public viewing at least 72 hours in advance of regular meetings. Agendas for special meetings will be posted in the same manner at least 24 hours before the meeting.
The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with this charter or the purposes for which charter schools are established.

Decisions of the Board are by majority vote. As consistent with the requirements of Corporations Code Section 5211(a)(8), an act or decision made by a majority of the directors present at a meeting duly held at which a quorum is present is an act of the Board. In accordance with the Brown Act, directors may participate in meetings via teleconference, so long as a minimum of a quorum of directors participates within the jurisdictional boundaries, all votes are taken by roll call, and other prescribed requirements for teleconference participation are met, as detailed in the Bylaws.

The Board of Directors may, in its discretion, form Committees, each consisting of two or more directors, in accordance with the Bylaws and applicable law, to accomplish the objectives and responsibilities of the Board and to ensure that the Charter School meets achieves its mission and goals, including, but not limited to, a Finance Committee, Personnel Committee and Nominating Committee. Committee meetings will be held in accordance with the Brown Act, as detailed in the Bylaws. Appointments to committees of the Board of Directors shall be by majority vote of the directors then in office. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting.

Contracted services shall be chosen, negotiated, monitored, and evaluated by the Board, to ensure the following:
- the reasonableness of the terms of the contract with costs reflecting a fair market value of services provided;
- fidelity to the Charter;
- the academic success as measured by federal and state performance standards and the methods of measurement described herein; and
- the fiscally sound condition of the Charter School.

V. PARENT/GUARDIAN INVOLVEMENT IN GOVERNANCE

Endeavor Charter School is built from the ground up on parent leadership. We do not seek merely to recruit parents to help us accomplish our plans and purposes as a school. Rather we understand our role to be to help the parents accomplish their plans and purposes with their students. The Endeavor Charter School methodology requires parents to be dedicated to their child’s education in a daily, hands-on way. We maintain an open-door philosophy to encourage parent input in planning, teaching, and organizing the Endeavor Charter School program. The WSCS Board includes four parents on its eight-member board. Furthermore, as part of their agreement with the Charter School, parents/guardians will:

- Participate in an orientation meeting with the staff to discuss parent responsibility and to determine goals and objectives for their individual students.
- Oversee their children’s education in all subject areas, keep a record of studies, and keep a file of student work.
- Schedule appointments and meet with the Advising Teacher and student at least once every twenty school days, bringing record of studies and samples of work for each student.
- Be strongly encouraged to participate in a minimum of one school sponsored event or activity per semester.
• Stay informed of current events and activities offered at the Charter School by any or all of the following means:
  • Reading Endeavor Charter School monthly newsletter.
  • Checking the Charter School website
  • Listening to the Charter School “all call” phone messages.
  • Noting the Charter School bulletin board for information.
  • Checking the individual family “mailbox” for messages.

Parents are invited to attend all Board meetings and to provide continuous feedback to the Principal. Formal annual surveys collect parent input. Parents also participate in the annual LCAP planning and update process.
ELEMENT E: EMPLOYEE QUALIFICATIONS

“The qualifications to be met by individuals to be employed by the charter school.” Ed. Code § 47605(c)(5)(E).

All employees at Endeavor Charter School shall be employees of Western Sierra Charter Schools, an equal employment opportunity employer. Unlawful discrimination or harassment on the basis of the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation is strictly prohibited.

Employees’ job duties and work basis will be negotiated in individual employment agreements, and general job descriptions will be developed for each staff position in alignment with this Charter Petition. The Charter School is committed to recruiting and hiring a community of professionals who are dedicated to the education of all students and the mission of the Charter School.

Endeavor Charter School is a school of choice, and no employee will be required to work at Endeavor Charter School or another school operated by Western Sierra Charter Schools.

WSCS will comply with all applicable state and federal laws regarding background checks and clearance of all personnel, and prohibitions regarding the employment of any person who has been convicted of a violent or serious felony. (See Element F for more detailed information.) Pursuant to Education Code Section 47605(l), the Charter School shall ensure that teachers hold a Commission on Teacher Credentialing certificate, permit or other document required for their certificated assignment. The Charter School will actively recruit credentialed teachers to minimize the use of teachers holding emergency credentials.

The Charter School will comply with all State and federal laws concerning the maintenance and disclosure of employee records. The Charter School will comply with all applicable State and federal mandates and legal guidelines under the ESSA.

I. LEAD STAFF

A. WSCS EXECUTIVE DIRECTOR

The Executive Director is responsible for the effective operation of all WSCS schools, and the general administration of all instructional, business, or other operations of the WSCS schools, including Endeavor Charter School. He or she will administer and supervise the Charter School and its employees, lead development of educational program improvement, foster a culture of positive, engaged learners, and serve as a strong advocate for the Charter School’s core values—including developmental philosophy and parental involvement.
He or she will work closely with the Charter School Principal to plan and design innovative curriculum, and design and implement teacher training for effective curriculum implementation. He/she will ensure that the Charter School provides all students with core academics (i.e. reading and writing, math, social studies and science). He/she will also work collaboratively with the Charter School administration, credentialed staff, classified staff and Board of Directors to provide consistent and effective school leadership for the Charter School.

**Executive Director Job Domains and Duties**

- **Human Resources**
  - Staff hiring and dismissal. Implementation of staff contracts
  - Staff Supervision and evaluation
  - Staff development
  - Credential and legal compliance monitoring

- **Budget Planning and Control**
  - Budget creation, monitoring & control
  - Purchasing
  - Annual reports (P.1, P.2, 1st and 2nd Interim)
  - Annual audit

- **Business**
  - All insurances (property and liability, workers comp. and health)
  - Coordination with MCOE business services
  - Coordination with the CDE
  - Coordination with the Authorizing District
  - Preparation and monitoring of SB 740

- **Curriculum and Instruction**
  - Development and oversight of academic program
  - Curricular development
  - Oversight of articulation and coordination between various schools within WSCS
  - Oversight of assessment program

- **Program Development**
  - Vision and Mission development and implementation
  - Strategic planning and implementation
  - Chief advocate for school method
  - Calendar development and Schedule
  - Annual LCAP development and implementation
  - WASC Coordination
  - Future expansion
  - Development and oversight of instructional technology
  - Charter renewal and compliance
  - Promotion and outreach
  - Coordination with charter granting district
• Student Services
  Oversight of special education
  Oversight of student guidance
  Oversight of student safety
  Participation on SELPA board

• Facilities
  Facility planning and development
  Oversight of facility maintenance
  Oversight of facility safety
  Facility use

• WSCS Board
  School Wide Vision and Mission
  Coordination and leadership with WSCS Board
  Board training and development
  Legal compliance
  Recommend policies
  Recommend new members
  Program development and evaluation

Qualifications:
Essential Knowledge/Skills: Knowledge of Governing Board policies, California charter statutes, policies and procedures and regulations. Paramount to this top leadership position with WSCS is a deep experiential knowledge of and commitment to the methodology of parent led education (often referred to as “homeschooling”). Additionally, the Executive Director must be aware of and provide leadership regarding community support, community expectations for the WSCS charter schools, curriculum and instructional theory and practices, management principles and financial planning, management information systems and leadership techniques is essential. The position requires, among other qualities, managerial, observational, communications, and leadership skills and abilities, or any equivalent combination of experience and training that would provide the required knowledge, skills and abilities.

EDUCATION and/or EXPERIENCE
Education: Bachelor’s degree, Graduate level degree preferred
CA Administrative Services Credential preferred

Experience: Have at least 5 years of successful teaching and 3 years of out of classroom support experience. Prefer school or school system administrative experience with concentration in administration, supervision, curriculum, finances and personnel management.

B. PRINCIPAL

The Principal operates under the supervision of the Executive Director and in accordance with federal and state laws; the Principal works in developing, formulating, and revising school programs, and educational program review; participates in administrative decision making; fosters a culture of collaboration and professional growth; and drives the overall educational achievement goals of the Charter School.
PROFESSIONAL DUTIES & RESPONSIBILITIES
Lead, manage and oversee all functions of Endeavor Charter School, including education program to ensure academic performance of student, school office operations, community relations, people management and facilities in accordance with legal and organization standards.

Responsibilities and duties:
- Provide Instructional Leadership for the Charter School, including: maintaining school-wide focus on high standards of student achievement; ensuring coverage of State Standards; maintaining a college-going culture; modeling instructional framework; managing process for analyzing data to increase student achievement, supporting all teachers in their professional development, and supporting new teachers.
- Manage all human resources at the Charter School, including: attracting and selecting personnel; providing professional development opportunities; developing collaborative team culture; and managing performance. Adhere to organization policy and state/federal employment laws.
- Manage all Charter School resources, including: planning for future needs, adhering to school policy and protocols for sound fiscal management.
- Develop an effective Charter School community, including: working with parents to better serve students; garnering support from community groups and leaders; developing positive relationships with the District and neighborhood schools; and partnering with institutions of higher education to support the Charter School's educational program and provide opportunities for students and families to experience college life.
- Manage process for determining priorities; set development timetables and support the Charter School team in achieving deliverables.
- Manage daily operations, facilities, safety, and administrative processes for the Charter School, including addressing issues and problems that arise in a solutions-centered, creative, thoughtful and constructive way; following-up with constituents as needed; adhering to best practices, policies and procedures; and seeking outside support as appropriate.
- Lead long term strategic planning and medium term process improvement as needed.
- Continue and support the Charter School’s mission, vision, standards, policies and procedures, operating instructions, confidentiality standards, and general legal/ethical behavior.
- Perform other related duties as required and assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:
- Essential to the Principal position is a deep experiential knowledge of and commitment to the methodology of parent led education (often referred to as “homeschooling”)
- Demonstrated commitment to students and learning, in tandem with knowledge of curriculum development and program design
- In-depth experience developing teachers including strong experience in performance assessment.
- Excellent communication, presentation and interpersonal skills with demonstrated ability to write clearly and persuasively.
- Excellent organization, time management and follow-up skills; high sense of urgency; demonstrated ability to successfully handle multiple projects concurrently; ability to work as a team.
- Strong community-building skills.

QUALIFICATIONS
- Minimum of 5 years teaching/counseling experience, with a history of improving student achievement.
- Valid CA Administrative Services credential preferred.
- Relevant Master’s or equivalent degree preferred.
Chief Business Officer

JOB SUMMARY:

The position is under the general direction of the Executive Director and performs complex, fiduciary, professional, accounting services while also providing fiscal, administrative, and business management guidance as a part of the senior management team.

DISTINGUISHING CHARACTERISTICS:

The Chief Business Officer (CBO) has the responsibility for directing fiscal/business operations in carrying out the charter school’s mission as directed by the governing Board. This position provides policy guidance, advice, and counsel to management regarding strategic policy goals as well as executing day-to-day operations.

JOB DUTIES:

- Provide managerial and strategic planning support to the School Administrator and Board
- Provide cohesive, team oriented service to staff members
- Create, enhance, and/or implement organizational policies and procedures
- Process payroll, tax deposits, and accounts payable
- SACS reporting
- Attendance reporting
- Fiscal year-end balancing, financial statement, and report preparation
- Budget preparation, monitoring, and reporting
- Cash management, monitoring and processing
- Board meeting reporting and preparation
- Procurement and management of grants
- Maintain District code database with MCOE
- STRS/PERS retirement plan contribution processing
- Process CalPADS data collection
- Process workers compensation reports
- Maintain personnel files
- Prepare Y/E 1099’s and W-2’s

REQUIRED KNOWLEDGE AND SKILLS:

- Accounting principles, practices, and procedures utilized in accounting systems
- Procedures related to a general ledger accounting systems
- Government funding appropriation structure
- State/federal administrative circulars, applicable costs principals, and administrative procedures
- General ledger and subsidiary accounts involving assets, liabilities, revenues, and expenditures
- Government auditing standards and requirements
- General Accepted Accounting Principles ("GAAP") financial statement preparation
• Payroll processing; accounts payable processing, fixed asset tracking and depreciation
• Federal, state, and county tax regulations and tax form filing

REQUIRED EDUCATION AND EXPERIENCE (QUALIFICATIONS):

A Bachelors Degree in Accounting, Public Administration, Business Administration or a related field.

As well as five years of prior governmental, school, or not-for-profit fund accounting experience in a managerial/supervisory capacity or eight years of prior general accounting experience in a managerial/supervisory capacity. Experience must demonstrate comprehension and application of General Accepted Accounting Principles within a public institutional setting.

ADDITIONAL REQUIREMENTS:

Ability to operate complex computerized accounting systems; analyze and process financial data and make arithmetic computations rapidly and accurately; correctly classify documents and maintain accurate financial records; utilize spreadsheets and word processing programs; work independently with minimum supervision; understand and carry out oral and written instructions; work cooperatively with others; apply and create policies appropriate to a variety of situations; interview others; lead training classes; discuss and give guidance regarding, accounting, financial, and general administrative issues.

C. ADVISING TEACHERS

As a personalized learning school, Endeavor Charter School offers students and families unique, customized and personal, educational services. The Endeavor Charter School teacher works very closely with each student and family assigned to him/her and provides specialized, professional educational guidance. The credentialed teacher at Endeavor Charter School is called upon to fulfill many roles beyond the standard expectations of a classroom teacher. Those expectations are spelled out in this job description.

This job description will address the four primary domains of a Endeavor Charter School Advising Teacher’s responsibility:

1. Instructional Planning and Supervision
2. Student Instruction
3. Student Custodial Care
4. General Responsibilities

1. Instructional Planning and Supervision

Each Endeavor Charter School Advising Teacher will provide the following services, for each student assigned to his/her caseload, with regard to instructional planning and supervision.

● Create or facilitate the creation of the entire academic program of each student
● Calendar and direct meetings with each student and family on a scheduled regular
● Maintain, for official record, a file for each student
• Monitor academic progress for each student and communicate this progress to each student and parent as well as staff, the Charter School Principal and the WSCS Board as necessary
• Provide flexible, differentiated educational guidance based upon each student’s and parent’s need and ability
• Develop and maintain expertise in Endeavor Charter School’s curriculum and instructional offerings including all school based, community based, and internet based programs
• Implement appropriate student assessments
• Analyze and interpret student assessment data
• Make appropriate programmatic decisions, in concert with student and parent input, based upon assessment data
• Provide oversight and supervision for all evaluation of student work

2. Student Instruction

The Endeavor Charter School teacher will provide the following services for all students participating in his/her class.

• Instruct classes as assigned or approved by the Principal
• Perform all the necessary preparation for tutoring and instruction
• As appropriate, grade all students work participating in his/her class
• Create, implement and interpret various assessments and data

Each Endeavor Charter School Advising Teacher will provide the following service for all students in general with regard to student instruction.

• Be accessible to tutor students individually or in groups as needed and able

3. Student Custodial Care

Very often, the parents of Endeavor Charter School students remain present with their student while at school and thereby maintain legal responsibility for their child. Still, Endeavor Charter School must ensure a safe and orderly school environment. Therefore, each Endeavor Charter School Advising Teacher will provide the following services, for all students, with regard to student custodial care.

• Provide behavior and conduct supervision for all students enrolled in one of his/her classes
• Provide behavior and conduct supervision generally to all Endeavor Charter School students when students are on campus or at a school sponsored event

4. General Responsibilities

The Endeavor Charter School teacher is charged with these following general responsibilities to the WSCS Board, the Executive Director, the Principal and the Charter School program at large.

• Support the Charter School and WSCS Board policies both on the job and in the community
• Perform any and all job related tasks and responsibilities as assigned by the Executive Director or Principal
· Work as part of a team with the rest of the Charter School staff in a variety of school activities and events.
· Maintain as current the appropriate California teaching credential.
· In all job related capacities, maintain professional appearance and conduct.
· Attend Charter School related meetings and events as necessary. These may include various after school events or school functions and WSCS Board meetings.
· A Endeavor Charter School teacher’s official “at work” days per year is 183 days.
· The assorted tasks of the Endeavor Charter School teacher at times require the teacher to be off campus. This said, the Charter School operating hours are 8:00 AM – 4:00 PM Monday – Thursday, and 8:00 AM – 3:00 PM Friday. Teachers are expected to be on campus and available between these hours unless otherwise assigned.

Qualifications: Teachers of core content areas (i.e., English language arts, math and science) must hold credentials approved by the California Commission on Teacher Credentialing and meet all requirements of the law for public school teachers as defined in Education Code Section 47605(l).

**Additional Duties.** Each certificated staff member teaching in the classroom for which he/she shall be properly credentialed is responsible for the following duties:

- Providing and distributing course materials and texts.
- Establishing and communicating clear academic and behavioral expectations to all students.
- Delivering and reviewing curriculum material to ensure student mastery of content and related skills.
- Regularly assessing student work (online and on-site) to ensure student mastery of content and related skills.
- Maintaining appropriate classroom management to ensure all students have access to a sound educational experience.
- Differentiating instructional methods to provide access to course content for English Learners, students with IEPs/504 Plans and with multiple learning modalities.
- Facilitating student preparation for and participation in individual, department level, school-wide, state and other mandated testing for students inclusive of Smarter Balanced, ELPAC, PSAT, SAT/ACT, etc.
- Preparing and selecting instructional materials in collaboration with parents.
- Communicating and conferring with pupils, parents, staff and administrators.
- Actively participating in parent, community and open house activities.
- Assuming reasonable responsibility for the proper use and control of Charter School property, equipment, material and supplies.
- Attending faculty, departmental, grade level and other meetings called or approved by the immediate administrator.
- Participating in staff development programs, professional activities related to their assignment, independent study and otherwise keeping current with developments within their areas or subjects of assignment.
- Other duties as assigned.
ELEMENT F: HEALTH AND SAFETY PROCEDURES

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

(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

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

(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.” **Ed. Code § 47605(c)(5)(F).**

Endeavor Charter School will develop a Safe School Plan. The Safe School Plan will outline safety procedures for fire, earthquake, and harmful intruders (lockdown drills). All staff are trained on emergency and first aid response according to state standards and training programs.

In order to provide safety for all students and staff, the Charter School will adopt and implement full health and safety policies and procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts. These policies will be incorporated into the Charter School’s student and staff handbooks and will be reviewed on an ongoing basis by the Executive Director and Board of Directors. The Charter School shall ensure that staff are trained annually on the health and safety policies.

The health and safety of Endeavor Charter School staff and students is the highest priority for the Charter School. Endeavor Charter School will adopt comprehensive, site-specific Health and Safety Policies and Emergency Policies and Procedures (collectively, Policies and Procedures), including policies regarding the acquisition and maintenance of adequate onsite emergency supplies. These Policies and Procedures will be in place prior to beginning operation of the Charter School. Endeavor Charter School will train all staff at least once annually in these Policies and Procedures. Emergency response drills will be held regularly for all students and staff. Endeavor Charter School will periodically review, and modify as necessary, its Health and Safety Policies and Emergency Policies and Procedures, and keep these documents readily available for use and review upon request.

The Health and Safety Policy will address the following areas, at a minimum:

- Child Abuse Reporting
- Child predators (gates, walls, child pick-up and drop-off, etc.)
- Sexual/Other Harassment Reporting
- ADA adherence
- Blood borne pathogens
- FERPA
- Immunizations
- Tuberculosis Risk Assessment and examination
- Medication in school
- Vision, hearing, and scoliosis screening, per code
- Student Illness & Injury Policies

Emergency Policies and Procedures will address the following areas, at a minimum:
• Earthquake
• Fire
• Terror threats
• Hostage situations
• School lock-down procedures
• Evacuation plans
• Safety drills
• Annual testing of sprinkler systems, fire extinguishers, and fire alarms

The following is a summary of the health and safety policies of the Charter School:

**PROCEDURES FOR BACKGROUND CHECKS**
Employees and contractors of Endeavor Charter School will be required to submit to criminal background checks and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for purposes of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Executive Director of WSCS shall monitor compliance with this policy and report to the Charter School Board. The Board President shall monitor the fingerprinting and background clearance of the Executive Director. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee. Endeavor Charter School shall also ensure that the Executive Director receives subsequent arrest notifications of all individuals subject to background checks from the Department of Justice to ensure the ongoing safety of its students.

**ROLE OF STAFF AS MANDATED CHILD ABUSE REPORTERS**
In accordance with state law, all employees will be mandated child abuse reporters and follow all applicable reporting laws, the same policies and procedures used by the District. The Charter School shall provide in-service mandated reporter training to all employees annually in accordance with Education Code Section 44691.

**BLOOD-BORNE PATHOGENS**
Endeavor Charter School shall meet state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the workplace. Endeavor Charter School will establish a written “Exposure Control Plan” designed to protect employees from possible infection due to contact with blood-borne viruses, including human immunodeficiency virus (“HIV”) and hepatitis B virus (“HBV”). Whenever exposed to blood or other body fluids through injury or accident, students, and staff should follow the latest medical protocol for disinfecting procedures.

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

**IMMUNIZATIONS**
Endeavor Charter School will adhere to all law related to legally required immunizations for entering students pursuant to Health and Safety Code Sections 120325-120375, Title 17, California Code of Regulations (CCR) Sections 6000-6075, Title 5, CCR Section 11963 and Education Code Section 47612.5(3)(e).

**MEDICATION IN SCHOOL**
The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members.

**AUXILIARY SERVICES**
School staff will conduct annual reviews to ensure all auxiliary services are safe by developing appropriate policies and awareness training.

**DRUG FREE/ALCOHOL FREE/SMOKE FREE ENVIRONMENT**
Endeavor Charter School shall function as a drug, alcohol and tobacco-free workplace.

**VISION/HEARING/SCOLIOSIS**
Students will be screened for vision, hearing and scoliosis. Endeavor Charter School shall adhere to Education Code Section 49450, *et seq*, as applicable to the grade levels served by the Charter School.

**DIABETES**
The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but not be limited to, all of the following:

3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

**SUICIDE PREVENTION POLICY**
The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy.

**FEMININE HYGIENE PRODUCTS**
The Charter School will stock at least 50% of its restrooms with feminine hygiene products, and shall not charge students for these products, pursuant to Education Code Section 35292.6.

**Nutritionally Adequate Free or Reduced Price Meal**
The Charter School shall provide each needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code Section 49553(a), during each schoolday. The Charter School shall provide this meal for any eligible student on any schoolday that the student is scheduled for educational activities, as defined in Education Code Section 49010, lasting two or more hours, at a schoolsite, resource center, meeting space, or other satellite facility operated by the Charter School.

California Healthy Youth Act

The Charter School shall teach sexual health education and HIV prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, et seq.).

School Safety Plan

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

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

Emergency Preparedness

Endeavor Charter School shall adhere to an Emergency Preparedness Handbook containing procedures for safety, drafted specifically to the needs of the school site. This handbook shall include but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. All staff members will receive training on emergency procedures and in emergency response, including appropriate “first responder” training or its equivalent. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for the Charter School. The handbook shall be kept on file for review.

Facility Safety
The Charter School shall comply with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.

**Staff Responsibilities**

All employees are responsible for their own safety, as well as that of others in the workplace. Endeavor Charter School will rely upon its employees to ensure that work areas are kept safe and free of hazardous conditions. Employees will report any unsafe conditions or potential hazards to their supervisor immediately. If an employee suspects a concealed danger is present on Endeavor Charter School's premises, or in a product, facility, piece of equipment, process, or business practice for which Endeavor Charter School is responsible, the employee will bring it to the attention of their supervisor, the Principal, or Executive Director immediately. Supervisors will arrange for the correction of any unsafe condition or concealed danger immediately and will contact the Principal regarding the problem.

Employees will be encouraged to report any workplace injury or accident to their supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

Periodically, Endeavor Charter School may issue rules and guidelines governing workplace safety and health. All employees will familiarize themselves with the rules and guidelines, as strict compliance will be expected. Failure to comply with rules and guidelines regarding health and safety or work performance will not be tolerated.

**Comprehensive Anti-Discrimination and Harassment Policies and Procedures**

Endeavor Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender expression, gender identity, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, death of family and medical care leave, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics, any other characteristic protected by state, federal, local law, ordinance, or regulation. WSCS has developed a comprehensive policy to prevent and immediately remEDIATE any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be promptly addressed in accordance with WSCS policy.

**FERPA**

Endeavor Charter School, its employees and officers, will comply with the Family Educational Rights and Privacy Act (“FERPA”) at all times.

**Student Records**

Endeavor Charter School will establish and adhere to procedures related to confidentiality and privacy of student records. Endeavor Charter School will keep student records in a locked file cabinet to which only designated staff will have keys, in accordance with Charter School policies. Student special education files will be kept in separate locked cabinets to which only staff designated to have access shall have keys.
Electronic student information systems will use password protected accounts to ensure the same limits on access to student files. In the event that a student enters the Charter School upon transfer from an existing district school, the student’s records will be requested from the respective district.

**Bullying Prevention**

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated schoolsite employees and all other schoolsite employees who have regular interaction with children.
ELEMENT G: RACIAL AND ETHNIC BALANCE

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

Endeavor Charter School will comply with all federal and state laws regarding recruitment and enrollment of diverse students.

Endeavor Charter School will implement a student recruitment strategy that includes, but is not limited to, the following strategies designed to achieve a racial and ethnic, special education, and English learner balance that is reflective of the general population residing within the boundaries of the FUSD. Enrollment and recruiting advertisements for the Charter School will clearly state that the Charter School services students with disabilities in the least restrictive environment.

Endeavor Charter School’s Principal will bear primary responsibility for student recruiting and outreach, with support of WSCS’ Executive Director. The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School.

I. COMMUNITY PARTNERSHIPS

The Executive Director will leverage WSCS’ existing partnerships and meet with additional community organizations regarding potential partnerships and assistance (ranging from posting and distribution flyers to hosting information sessions) for the population they serve to collaboration on services for Endeavor Charter School students. Endeavor Charter School will attend community events to distribute information about the Charter School, including the numerous annual cultural festivals in Fresno, local farmers markets, and other community events. As the Charter School grows, students may engage in service-learning projects at local middle and elementary schools (campus beautification, tutoring younger students, etc.), which will help to increase awareness about Endeavor Charter School.

The Executive Director may also seek media coverage and place advertising in appropriate local media. Social media including Facebook, Instagram, Twitter and more will be leveraged through student, parent and staff posts about Endeavor Charter School to help generate interest and excitement about our new school.

In subsequent years, Endeavor Charter School will modify outreach strategies as needed to recruit a student population that is reflective of the racial and ethnic, special education, and English learner balance of the District and to achieve full enrollment. The Executive Director will track all outreach activities and
applications generated from each Endeavor (where possible) in order to inform future outreach efforts that will yield the most success in generating a diverse school population. Endeavor Charter School will conduct student and parent surveys at least once annually which will include questions that elicit satisfaction levels and suggestions to continually improve the Charter School’s multicultural environment.
ELEMENT H: ADMISSION POLICIES AND PROCEDURES

“Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e).” Ed. Code § 47605(c)(5)(H).

The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition or discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

Endeavor Charter School will admit all pupils who wish to attend the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

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

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

Endeavor Charter School will adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youth.

Endeavor Charter School shall not require a parent/legal guardian/student to provide information regarding a student’s disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. The Charter School will not request submission of a student’s IEP, 504 Plan, or any other record or related information prior to admission, or as a condition of admission or enrollment. Pursuant to Education Code Section 47605(e)(2)(A), for a student who has an IEP and wants to participate in independent study, a determination will be made as to whether independent study is appropriate within 30 days, and if appropriate, written into the IEP. The Charter School may request
information necessary to apply specific admissions preferences set forth in this Charter.

No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. Post-matriculation, various assessments may be administered to further determine readiness or maintenance of the said grade.

I. **PUBLIC RANDOM DRAWING**

The Charter School will establish a recruiting and admissions process, which shall include reasonable time for all of the following: (1) outreach and marketing; (2) voluntary information sessions for students and parents held at the school site; (3) an application period; (4) public random drawing ("lottery"), if necessary; and (5) enrollment. The Charter School may fill vacancies or openings that become available after this process by holding an additional public random drawing ("lottery"), if necessary.

Endeavor will schedule regular informational meetings for parents and prospective students throughout the year. During these meetings, parents and students will be informed on the educational philosophy, what the school provides, requirements, and other information about Endeavor Charter School, along with details about the application and lottery procedures and timing (if necessary), including statement that parents need not attend the lottery to secure a space for their child. Endeavor Charter School will maintain a list of all applications of prospective students throughout the year.

A. **ADMISSION PROCESS AND OPEN ENROLLMENT**

Applications for the Charter School will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. The application form includes the student’s name, grade, birthdate, and contact information for the family. All interested families will be required to submit a completed Application Form directly to the Charter School before 3:00 p.m. on the date of the annual enrollment deadline, which will be clearly indicated on the form and in all communications and notices (websites, flyers, etc.). Submitted Application Forms will be date- and time-stamped and student names will be added to an application roster to track receipt. Families who apply after the enrollment deadline will have their applications held in abeyance for a subsequent lottery, if needed.

The open application period also will be advertised through flyers, posters in prominent locations throughout the community, during informational meetings for parents, and announced on the Charter School’s website, as detailed in Element G.

Following the open enrollment period, applications will be counted to determine if any grade level has received a number of applications that exceed available seats. If the number of students who have applied for any grade exceed capacity as of the date of the application deadline, the Charter School will hold a public random lottery to determine enrollment for the impacted grade level, with the exception of existing students, who are guaranteed admission in the following school year.

In the event there are fewer Applications submitted than spaces available for a particular grade as of the application deadline, all applicants will be admitted and sent Enrollment Packets; the Charter School will continue to conduct outreach.
B. PUBLIC RANDOM DRAWING PROCEDURES

Policy and Procedures for Public Random Drawing of Potential Students at WSCS

Background:
Education Code 47605(e)(2)(B) states the following:

If the number of pupils who wish to attend the charter school exceeds the school’s capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the school district except as provided for in Section 47614.5 Preferences, including, but not limited to, siblings of pupils admitted or attending the charter school and children of the charter school’s teachers, staff, and founders identified in the initial charter, may also be permitted by the chartering authority on an individual charter school basis.

Education Code 47605 means that, should the number of students interested in enrolling in a WSCS school exceed the available open spots, WSCS will hold a public random drawing for the purpose of creating a ranked list of those potential students.

Education Code 47605.1 means that, as long as a charter school operates a separate resource center in an adjacent county, the school must maintain its enrollment in such a way that the majority of the enrolled students reside within the county of the charter school’s authorizing school district. This contingency will be a guiding factor in determining the enrollment of new students who have already been ranked for enrollment by a public random drawing (lottery).

Pursuant to these Education Codes, Western Sierra Charter Schools hereby implements the following policy.

Procedure:

1. Prior to lottery, people on the Application list will be contacted and will be given information on lottery date, deadline to respond to secured spots, and will also be given a family number for lottery purposes. This number will be used on the website after the lottery so that families can see their placement in a confidential manner. This number and family information will be written on their lottery card which will then be used for lottery drawing.
2. Priority will be given to students in the following order
   a. Child of staff member
   b. Siblings of pupils admitted or attending a WSCS school
   c. Grade level of student
   d. Pupils who reside in the District
   e. All other applicants
3. Each priority group will be drawn as necessary, beginning with letter “a” (See #2 above).
4. Students will then be drawn by family. When we draw a family's number all students in that family will be able to enroll based on the information given when contact was made prior to lottery (except in the case where we have less spaces available than there are students in the family--in that case we would give that family priority for the next openings as they would fall into category “b” in priority (see above).
5. After lottery, families would be listed on the Charter School website in the order they were drawn using their assigned number.

6. Families will be responsible to make contact with the Charter School and will have 48 hours to contact the Charter School to accept/deny spots. If the 48 hour time period falls on either a weekend or holiday then the deadline would be within school business hours. Families would know deadline ahead of time.

7. Contact to accept enrollment can be made by either phone call, email, or filling out a contact form on the website.

8. Lotteries will be held at the Charter School location.

9. As spaces open throughout the year, the Charter School will contact families on the current lottery until the list is exhausted.

10. A lottery list is only valid through the school year it was performed. Families that were not enrolled in the current school year can be entered into the following year’s lottery.

11. If new families contact the Charter School after the current lottery drawing, they will be placed on a new list for the next lottery.

The Board may review and revise the admission policy and procedures, including admission preferences, as necessary.

The Board of Directors will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces will be pulled by the Executive Director-designated lottery official, and recorded by a Charter School employee.

The enrollment packet is comprised of the following:
- Completion of a student enrollment form
- Proof of Immunizations
- Home Language Survey
- Completion of Emergency Medical Information Form
- Proof of minimum age requirements
- Application for Free or Reduced-Price Meal
- Parent & Student Handbook
- Release of records

Endeavor Charter School staff will be available to assist families in completing the Enrollment forms. A voluntary orientation meetings will be held during throughout the school year to provide parents and students with more information about the Charter School and answer their questions. Attendance is not required. Should a family decline the position, the next family on the list will be contacted until the open position is filled.

Should families not submit their enrollment forms within a clearly designated amount of time, their acceptance shall be forfeited.

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2 The Charter School shall not request a pupil’s records or require a parent, guardian, or pupil to submit the pupil’s records to the Charter School before enrollment.
ELEMENT I: ANNUAL, INDEPENDENT FINANCIAL AUDITS

“The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.” Ed. Code § 47605(c)(5)(I).

I. INDEPENDENT FISCAL AUDITS

Each year, the WSCS Board of Directors will contract with an independent auditor and oversee the completion of an annual, independent financial audit of Endeavor Charter School’s financial affairs. The annual audit shall be conducted in compliance with the Education Code Sections 47605(c)(5)(I) and 47605(m). The auditor selected will be certified by the State of California and approved by the State Controller on its published list as an educational audit provider. The audit will verify the accuracy of the Charter School’s financial statements, attendance and enrollment accounting practices, internal controls and other key compliance matters.

The audit will employ generally accepted accounting principles, and as required by law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller’s California K–12 Audit Guide. To the extent required under applicable federal laws for audits of the major federal programs, the audit scope will expand to include items and processes specified in applicable Office of Management and Budget Circulars.

The scope of the audit will include all elements mandated by the audit guide regulations promulgated by the Education Audit Appeals Panel as applicable to charter schools and any other elements as required by applicable law.

It is anticipated that the annual audit will be completed and forwarded to the FUSD, the County Superintendent of Schools, the State Controller, and the California Department of Education by the 15th of December each year. Upon receipt of any audit exceptions or deficiencies from the independent public accountant, Endeavor Charter School’s Executive Director will determine the appropriate corrective action and report the recommendations to the Board of Directors. The corrective action will then be taken in a timely manner and fully implemented prior to the end of the fiscal year following the year under audit. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District, along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel (“EAAP”) in accordance with applicable law.

The independent financial audit of Endeavor Charter School is a public record, to be provided to the public upon request.
ELEMENT J: STUDENT SUSPENSION AND EXPULSION PROCEDURES

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

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

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

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

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

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

I. SUSPENSION AND EXPULSION POLICY

Endeavor Charter School believes that students learn best in an environment of clear expectations about behavioral and community norms that allows them to feel safe and nurtured. In order to maintain a positive learning community, Endeavor Charter School has developed a comprehensive set of student discipline policies which in many respects are consistent with the requirements of Education Code Section 48900 et seq. for school districts. As a public charter school, Endeavor Charter School will develop its own specific procedures for student suspension and expulsion.

Policies regarding suspension or expulsion conform to applicable state and federal laws regarding all students, including the Individuals with Disabilities Education Act and its amendments, Section 504 of the Rehabilitation Act, AB 602, and the ADA. Endeavor Charter School’s Principal bears primary responsibility for overseeing all student discipline, though the Executive Director also has the authority to suspend students.

The Suspension and Expulsion Policy (“Policy”) has been established to align in most material respects with Education Code Section 48900 et seq., although Endeavor Charter School is exempt from those and several other statutory provisions applicable to school districts (Ed. Code Section 47610.). Endeavor
Charter School will review policies and procedures surrounding suspensions and expulsions at least once annually and, as necessary, modify our Policy accordingly. The Policy shall serve as the Charter School’s policy and procedures for student suspension and expulsion, and may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements.

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

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

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five school days before the effective date of the action. The written notice shall be in the native language of the student or the student’s parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student’s educational rights holder, and shall inform him or her the basis for which the pupil is being involuntarily removed and of his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student’s parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

Endeavor Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. The Policy and its procedures will be printed and distributed as part of the Parent and Student Handbook and will clearly describe discipline expectations. The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and Procedures are available on request at the Principal’s office. Endeavor Charter School will terminate a student’s enrollment, following involuntary removal procedures, for the following reasons:

1. Non-compliance: If the parent/guardian or student is not fulfilling the requirements of the written agreement.
   - No work samples supplied.
   - Missing scheduled meetings.
   - Student not accomplishing a reasonable amount of work.
   - Attendance Sheet not returned by the due date.
Student/parent will be given reasonable opportunities to correct any non-compliance issues. If the issue is not corrected and continues, a second non-compliance will be given. If the issue still continues, the student will be dismissed prior to receiving a third notice.

2. Plagiarism Policy: if a student is caught cheating, the following disciplinary procedure applies:
   - The student will receive a failing grade on that assignment and further disciplinary action as deemed appropriate.

3. WSCS has a Student Behavioral Expectations Policy that every student and their parent/guardian must agree to and sign.

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

Each incident is addressed individually, though previous activities may be taken into account in order to determine the severity of the discipline assigned. Discipline begins with a meeting between the student and the Principal or his/her designee. Following this meeting, several actions may occur, including but not limited to:

- Warning, both verbal and written
- Loss of privileges (e.g. extra-curricular activities)
- Notices to parents by telephone or letter
- Non-Compliance letter
- Request for parent conference (including teachers, counselors, or administrators)
- Behavior contract
- Suspension
- Expulsion

For students who are truant, tardy, or otherwise absent from assigned school activities, alternatives to suspension or expulsion are attempted first.

II. GROUNDS FOR SUSPENSION AND EXPULSION

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to:

- while on school grounds;
- while going to or coming from school;
- during the lunch period, whether on or off the school campus; or
- during, going to, or coming from a school-sponsored activity.

A. ENUMERATED OFFENSES

1. Discretionary Suspendable and Expellable Offenses: Students may be suspended for any of the following acts when it is determined the pupil:
   a) Caused, attempted to cause, or threatened to cause physical injury to another person.
   b) Willfully used force or violence upon the person of another, except self-defense.
c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.

g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.

i) Committed an obscene act or engaged in habitual profanity or vulgarity.

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

k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall apply to suspension only, for pupils in any of grades 9 to 12, inclusive.

l) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.

q) Made terrorist threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made,
is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.

r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.

t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

   i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.

   ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.

   iii. Causing a reasonable student to experience substantial interference with his or her academic performance.

   iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) “Electronic Act” means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

   i. A message, text, sound, video, or image.

   ii. A post on a social network Internet Web site including, but not limited to:
(a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

(b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

(a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

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

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

v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

2. Non-Discretionary Suspendable and Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained
written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

b) Brandishing a knife at another person.

c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.

d) Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Section 48900(n).

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

The term “firearm” means (A) any weapon which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

III. SUSPENSION PROCEDURES

As an Independent Study school, Endeavor Charter School does not plan to use in-school suspension. Suspensions shall be initiated according to the following procedures:

A. CONFERENCE

Suspension shall be preceded, if possible, by a conference conducted by the Principal or designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal or designee.

The conference may be omitted if the Principal or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.
No penalties may be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

B. NOTICE TO PARENTS/GUARDIANS

At the time of suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

C. SUSPENSION TIME LIMITS/RECOMMENDATION FOR PLACEMENT/EXPULSION

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. The total number of days for which a student, including students with a 504 Plan, may be suspended from school shall not exceed 20 days. Students with an IEP shall not be suspended for more than 10 school days in any school year.

Upon a recommendation of expulsion by the Principal or designee, the pupil and the pupil’s parent/guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil’s parents, unless the pupil and the pupil’s parents fail to attend the conference.

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

D. 4. HOMEWORK ASSIGNMENTS DURING SUSPENSION

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

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

At the time the parent/guardian is informed of the decision to suspend, information is provided about their right to appeal a suspension, along with information about the appeal process. To initiate an appeal, the student or parent or guardian must contact the WSCS Executive Director in writing within three days of the date of the suspension. The Executive Director will gather information from the Principal/designee, student, parent or guardian to determine whether or not the Principal/designee suspended the student properly and followed all applicable procedures. The Executive Director will consider the reasons the family feels the suspension was incorrect or inappropriate, and may contact the family and/or Charter School staff to clarify information. Based on the information submitted or requested, the Executive Director may make one of the following decisions regarding the suspension.

1. Uphold the suspension
2. Uphold the suspension but clear the student's record of the suspension at the end of the semester, if the student has no additional discipline problems at the Charter School.
3. Determine that the suspension was not within the Charter School's guidelines, overturn the suspension, and order that all records and documents regarding the disciplinary proceeding be destroyed. No information regarding the suspension will be placed in the student's permanent record, or shared with anyone not directly involved in the proceedings.

The Executive Director will mail a copy of the decision to the student and/or parent or guardian within five days of the issuing the decision. A copy of the decision is also emailed to the Executive Director. The Executive Director's decision is final.

IV. Expulsion Procedures

A. Authority to Expel

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

A student may be expelled by the neutral and impartial Administrative Panel, to be assigned by the Charter School Board of Directors, or by the Charter School Board of Directors, upon an appeal. The Administrative Panel will not include any of the administrators involved in the initial student discipline. The Administrative Panel will consist of up to three members, who are certificated and neither a teacher of the pupil nor a member of the Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel and/or Board of Directors, upon an appeal, may expel a student found to have committed an expellable offense.

As described below, a student and his or her parents may appeal an expulsion decision by the Administrative Panel to the Charter School’s Board, which will make the final determination.

B. Hearing Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. If requested by the student, and unless postponed for good cause, the hearing shall be held
within thirty (30) school days after the Executive Director determines that the pupil has committed an expellable offense and recommends the student for expulsion.

The Administrative Panel will hold a hearing on the case, and will make a determination whether to expel the pupil. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

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

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School’s disciplinary rules which relate to the alleged violation;
4. Notification of the student’s or parent/guardian’s obligation to provide information about the student’s status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student or the student’s parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student’s behalf including witnesses.

C. SPECIAL PROCEDURES FOR EXPULSION HEARINGS INVOLVING SEXUAL ASSAULT OR BATTERY OFFENSES

Endeavor Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Charter School or hearing officers. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil. The Administrative Panel shall be guided by the following principles:

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days’ notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School will also provide the victim a room separate from the hearing room for the complaining witness’ use prior to and during breaks in testimony.
3. At the discretion of the Administrative Panel, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The Administrative Panel may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.

6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding entity finds is disrupting the hearing. The Administrative Panel may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

7. If one or both of the support persons is also a witness, the Charter School shall present evidence that the witness’ presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the Administrative Panel from exercising its discretion to remove a person from the hearing whom it believes is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness’ prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

D. RECORD OF HEARING

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

E. PRESENTATION OF EVIDENCE

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Executive Director to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony
from witnesses of whom the Administrative Panel, or the Board of Directors on appeal, determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written decision regarding the expulsion. The written findings of fact and decision by the Administrative Panel shall be made within ten (10) school days following the conclusion of the hearing.

The decision of the Administrative Panel is final, unless the student files an appeal of the expulsion decision to the Board of Directors in accordance with the procedures further described below.

If the Administrative Panel decides not to expel, the pupil shall immediately be returned to his/her educational program at the Charter School.

F. WRITTEN NOTICE TO EXPEL

The Executive Director or designee, following a decision of the Administrative Panel to expel, shall send written notice of the Panel’s decision to expel, including the Administrative Panel’s adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. Notice of the student’s or parent/guardian’s obligation to inform any new district in which the student seeks to enroll of the student’s status with the Charter School.
3. Notice of any appeal options
4. Information about alternative placement options

The Executive Director or designee shall send a copy of the written notice of the decision to expel to the student’s district of residence and the authorizer. This notice shall include the following:

1. The student’s name
2. The specific expellable offense committed by the student

G. EXPULSION APPEAL

If a pupil is expelled, the pupil or the pupil's parent or guardian may, within 10 calendar days following the written notice to expel, file a written appeal, requesting the Board reconsider the expulsion determination. The Board of Directors will consider the appeal in closed session at its next regularly scheduled board meeting or as soon as practicable. The Board will consider all information and evidence contained in the record from the expulsion hearing. The Board will inform the parent and student in writing within five (5) days of its decision. The decision of the Board of Directors is final.

1. CLOSED SESSION

The Board shall hear an appeal of an expulsion order in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing, to be
held in open session, three (3) school days prior to the date of the scheduled hearing. During closed
session, if the Board admits any representative of the pupil or the Charter School, the Board shall, at the
same time, admit representatives from the opposing party.

2. **Evidence Admissible at Hearing**

The Board shall determine the appeal from a pupil expulsion upon the record of the hearing before the
Administrative Panel, together with such applicable documentation or regulations as may be ordered. The
pupil and parent(s)/guardian(s) of the pupil may attend the appeal hearing and present evidence and
documents in support of pupil’s appeal. The pupil and parent/guardian shall be provided reasonable
accommodations and language supports, as necessary. The Board of Directors shall consider the
testimony and evidence presented at the hearing.

3. **Scope of Review**

The review by the Board shall be limited to the following questions:

1. Whether the Administrative Panel acted without or in excess of its jurisdiction.
2. Whether there was a fair hearing before the Administrative Panel.
3. Whether there was a prejudicial abuse of discretion in the hearing.
4. Whether there is relevant and material evidence which, in the exercise of reasonable diligence,
could not have been produced or which was improperly excluded at the hearing before the
Administrative Panel.

A Board may not recommend reversing the decision of the Administrative Panel to expel a pupil based
upon a finding of an abuse of discretion unless the Board also determines that the abuse of discretion was
prejudicial.

4. **Decision of the Board**

The decision of the Board shall be limited as follows:

(a) If the Board finds that relevant and material evidence exists which, in the exercise of reasonable
diligence, could not have been produced or which was improperly excluded at the hearing before
the Administrative Panel, the Board may reconsider the matter and may in addition recommend
the pupil reinstated pending the reconsideration.

(b) In all other cases, the Board shall either affirm or reverse the decision of the Administrative Panel.
The decision of the Board will be final.

Parent(s)/guardian(s) will be notified of the Board of Directors’ decision, in writing, within three (3) school
days of the date the appeal hearing was held. In the event that the Board of Directors reverses the
expulsion, the pupil shall be immediately reinstated.

H. **Expelled Pupils/Alternative Education**

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education
programs including, but not limited to, programs within the County or their school district of residence. The
Charter School shall work cooperatively with parents/guardians as requested by parents/guardians
or by the school district of residence to assist with locating alternative placements during expulsion.
V. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

VI. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

A. Notification of SELPA

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

B. Services During Suspension

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

C. Procedural Safeguards/Manifestation Determination

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

   a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child’s disability; or
   b. If the conduct in question was the direct result of the local educational agency’s failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child’s disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child’s disability, the IEP/504 Team shall:
a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student’s disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

D. **Due Process Appeals**

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

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

E. **Special Circumstances**

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.
The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student’s disability in cases where a student:

a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

F. INTERIM ALTERNATIVE EDUCATIONAL SETTING

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

G. PROCEDURES FOR STUDENTS NOT YET ELIGIBLE FOR SPECIAL EDUCATION SERVICES

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School’s disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child’s teachers, that the student is in need of special education or related services.
b. The parent has requested an evaluation of the child.
c. The child’s teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

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

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

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.
**ELEMENT K: RETIREMENT SYSTEMS**

“The manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security.” Ed. Code § 47605(c)(5)(K).

I. CERTIFICATED STAFF

All employees who are eligible shall participate in the State Teachers’ Retirement System (“STRS”). Endeavor Charter School will coordinate such participation, as appropriate, with the social security system or other reciprocal systems for eligible employees. Eligible employees as participants in STRS will contribute the required percentage, and Endeavor Charter School will contribute the employer’s portion required by STRS. All withholdings from employees and Endeavor Charter School are forwarded to the STRS Fund as required. Employees will accumulate service credit years in the same manner as all other members of STRS. Endeavor Charter School shall forward any required payroll deductions and related data to the Madera County Superintendent of Schools as required by Education Code Section 47611.3. The Executive Director, working in conjunction with the Charter School’s contracted business service provider, shall be responsible for ensuring that the forwarding arrangements occur in a timely, compliant manner.

II. CLASSIFIED STAFF

All other staff shall participate in federal Social Security and other school-sponsored retirement plans according to policies adopted by the Board of Directors for the Charter School’s employees. Endeavor Charter School anticipates offering a 403b plan to all employees and making a contribution to 403b plans of non-STRS eligible employees to supplement Social Security, in an amount determined annually by the WSCS Board of Directors.

III. RESPONSIBLE STAFF MEMBER

The Executive Director, working in conjunction with the Charter School’s contracted business services and payroll provider(s), shall be responsible for ensuring that appropriate arrangements for the aforementioned coverage will be made, and that all required reports to the District, Fresno County Superintendent of Schools and others are submitted in a timely an accurate fashion.
ELEMENT L: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.” Ed. Code § 47605(c)(5)(L).

No student shall be required to attend the Charter School. Students who reside within the District who opt not to attend Endeavor Charter School may attend school within the District according to District policy or at another school district or school within the District through the District’s intra- or inter-district transfer policies.

The parent or guardian of each pupil enrolled in the Charter School shall be informed on admissions forms that the pupil has no right to admission in a particular school of any local education agency (or program of any local education agency) as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.
**Element M: Employee Return Rights**

“The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.” Ed. Code § 47605(c)(5)(M).

No public school district employee shall be required to work at the Charter School. Employees of the District who choose to leave the employment of the District to work at the Charter School will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.
ELEMENT N: DISPUTE RESOLUTION

“The procedures to be followed by the charter school and chartering authority to resolve disputes relating to provisions of the charter.” Ed. Code § 47605(c)(5)(N).

The Charter School recognizes that it cannot bind the District to a dispute resolution procedure to which the District does not agree. Participation in any dispute resolution procedure is entirely voluntary for the District to the extent the District is carrying out its oversight responsibilities, up to and including revocation of the charter petition. The following policy is intended as a starting point for a discussion of dispute resolution procedures. The Charter School is willing to consider changes to the process outlined below as suggested by the District.

I. DISPUTES BETWEEN THE CHARTER SCHOOL AND THE DISTRICT:

The Charter School and the District will be encouraged to attempt to resolve any disputes amicably and reasonably without resorting to formal procedures. The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.

In the event of a dispute between the District and the Charter School, the District and Charter School staff, employees, and Board members shall follow the procedures set forth below:

1) Any dispute shall be made in writing (“Written Notification”). The Written Notification must identify the nature of the dispute and any supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile, by electronic mail or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM, or otherwise on the business day following personal delivery; (b) if by facsimile or electronic mail, upon electronic confirmation of receipt if delivered by 5:00 PM, or otherwise on the business day following transmission; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All Written Notifications and other notices shall be addressed as follows:

To Charter School:

    Executive Director
    Western Sierra Charter Schools
    41267 Highway 41
    Oakhurst, CA 93644

To District:

    Superintendent
    Fresno Unified School District
    2309 Tulare St.
    Fresno, CA 93721

2) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue
Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party. The Written Response may be tendered to the other party by personal delivery, by facsimile, by electronic mail or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM, or otherwise on the business day following personal delivery; (b) if by facsimile or electronic mail, upon electronic confirmation of receipt if delivered by 5:00 PM, or otherwise on the business day following transmission; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

3) If the dispute cannot be resolved by mutual agreement at the Issue Conference, the District Superintendent and the WSCS Executive Director, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and the Executive Director, or their respective designees. Each party shall bear its own attorneys’ fees, costs and expenses associated with the mediation. The mediator’s fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party’s request for mediation following the Issue Conference.

4) If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and the Charter School.

Nothing in this Charter restricts the District’s ability to initiate revocation proceedings in accordance with Education Code Section 47607 and Title 5, California Code of Regulations Sections 11968.5.2 and 11968.5.3.

II. INTERNAL DISPUTES:

The Charter School shall have an internal dispute resolution process to be used for all internal disputes related to the Charter School’s operations. Endeavor Charter School will also adopt and maintain a Uniform Complaint Policy and Procedures as required by state law. Parents, students, Board members, volunteers, and staff at the Charter School shall be provided with a copy of the Charter School’s policies and internal dispute resolution process. The District shall promptly refer all disputes not related to a possible violation of the charter or law to the Charter School. The District, as part of its oversight responsibilities, should be notified of any concerns and/or complaints that provide reasonable cause to believe that a violation of the charter petition or related laws or agreements has occurred. In such situations, the District may intervene to assist in resolution of the complaint.
ELEMENT O: CLOSURE PROCEDURES

“The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.” Ed. Code § 47605(c)(5)(O).

The following procedures shall constitute the “Closure Protocol” and shall apply in the event Endeavor Charter School ceases to be a charter school or otherwise closes for any reason:

Any decision to close Endeavor Charter School as a charter school operating pursuant to this Charter shall be documented by official action of the WSCS Board of Directors (“Closure Action”), and will identify the person or entity responsible for all closure-related activities and actions and the reason for closure. In the event of a Closure Action, the following steps shall be implemented, which follow the procedures and requirements set forth in Education Code Section 47605(c)(5)(O) and Title 5, California Code of Regulations, Sections 11962 and 11962.1.

The Charter School will promptly notify parents and students of the Charter School, the District, the Fresno County Superintendent of Schools, the California Department of Education, the Charter School’s SELPA, and the retirement systems in which Endeavor Charter School’s employees participate (e.g., PERS, STRS, and federal social security), of the closure as well as the effective date of the closure.

Endeavor Charter School will ensure that the notification to the parents and students provides information to assist parents and students in locating suitable alternative programs. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records, and completed coursework.

Endeavor Charter School will provide parents, students and the receiving school districts with copies of all appropriate student records and will otherwise assist students in transferring to other schools. All transfer of student records will be made in compliance with the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g. Endeavor Charter School will ask the District to store as necessary original records of Charter School students. All student records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

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

As soon as is reasonably practical, Endeavor Charter School will prepare final financial records. Endeavor Charter School will also have an independent audit (which may also serve as the annual audit) completed by a qualified Certified Public Accountant selected by the Charter School as soon as is reasonably practical, but in no case later than six months after closure. The audit must include at least the following (i) All information required of in an annual audit; (ii) An accounting of all assets, including cash and accounts receivable and an inventory of property, equipment and supplies; (iii) An accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other
investigations, loans and unpaid staff compensation; (iv) An assessment of the disposition of any restricted funds received by or due to Endeavor Charter School, and (v) A delineation of the disposition of all assets and liabilities. The completed audit will be promptly provided to the District. Endeavor Charter School understands and acknowledges that Endeavor Charter School will cover the outstanding debts or liabilities of Endeavor Charter School. Any unused special education related funds will be returned to the District or SELPA, as appropriate, and other categorical funds will be returned to the source of funds as required by applicable law.

For a minimum of six calendar months from the later of the Closure Action or effective date of the closure, whichever comes first, sufficient staff as may be allowed by the budget and remaining assets will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the Charter School and student transfers.

The Endeavor Charter School governing body shall adopt a plan for wind-up of the Charter School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

In addition to the final audit, Endeavor Charter School shall also complete and file any required annual reports to the California Department of Education, the County Superintendent of Schools, and the District, pursuant to Education Code Section 47604.33.

Endeavor Charter School may use, but is not limited to, reserves normally maintained for contingencies and emergencies to fund closure proceedings.

This Closure Protocol shall survive the revocation, expiration, termination, cancellation of this Charter or any other act or event that would end Endeavor Charter School’s right to operate as a charter school pursuant to this Charter or cause Endeavor Charter School to cease operation.

Upon the winding up and dissolution of the corporation if applicable, after paying or adequately providing for the debts and obligations of the corporation (including any obligations requiring the return of grant funds on the dissolution of the corporation), any capital assets, including facilities or property, purchased in whole or part with public funds shall be distributed in accordance with the articles of incorporation and bylaws to either (i) such organization organized and operated exclusively for educational purposes which has established its tax exempt status under § 501(c)(3) of the Internal Revenue Code of 1986, as amended, (or the corresponding provision of any future United States Internal Revenue Law), or (ii) a state or political subdivision of a state of the United States to be used exclusively for public purposes.

Any assets acquired from the District or District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.
As the Charter School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in Appendix 12, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.
I. FINANCIAL PLANNING, REPORTING, AND ACCOUNTABILITY

“The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash-flow and financial projections for the first three years of operation.” Ed. Code § 47605(h)

Attached, as Appendix 12, please find the following documents:
- A projected first year budget including startup costs
- Budget assumptions
- Financial projections and cash flow for the first five years of operation

These documents are based upon the best data available to the Petitioners at this time.

The Charter School shall provide reports to the District and County Superintendent of Schools as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the District:

- By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(h) will satisfy this requirement.
- By July 1, a LCAP and an annual update to the LCAP required pursuant to Education Code Section 47606.5.
- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School’s annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, California Department of Education and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year. The report submitted to the authorizer shall include an annual statement of all the Charter School’s receipts and expenditures for the preceding fiscal year.

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

The Charter School agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District.
II. IMPACT STATEMENT/FACILITIES

“The facilities to be utilized by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate.” Ed. Code § 47605(h).

Endeavor Charter School will operate from a facility within FUSD’s geographic boundaries. The facility is located at 777 and 723 West Shaw, Fresno CA 93704. It will occupy and utilize 6 classrooms, 19 office spaces, one Library, a reception area, outdoor area and 6 restrooms. See Appendix 13 for further detail.

III. SPECIAL EDUCATION LOCAL PLAN AREA

(Please see the section titled Students with Disabilities found in Element A for a more complete description of the Endeavor Charter Schools Special Education program.)

Endeavor Charter School intends to be its own Local Education Agency ("LEA") for the purposes of providing Special Education services, and plans to join the Fresno County Charter Special Education Local Plan Area ("SELPA") in conformity with Education Code Section 47641(a). The potential for membership with the Fresno County Charter SELPA is being worked out at this time. The Charter School intends to provide cost-effective and consistent special education services. Endeavor Charter School recognizes that the process of providing Special Education services involves approval by the State Board of Education as a LEA and also acceptance as a member into a SELPA. Endeavor Charter School has already been working with the Fresno County Charter SELPA to prepare for application during the next application period.

In the event Endeavor Charter School does not receive approval into any SELPA prior to opening, Endeavor Charter School reserves its right to operate as a public school of the District for special education purposes, in accordance with Education Code Section 47641(b). In such scenario, all special education funding, costs and services will be delineated within a Memorandum of Understanding with the District.

As its own LEA and member of a SELPA, Endeavor Charter School pledges to work in cooperation with all local and state agencies to ensure that a free and appropriate education is provided to all students with exceptional needs. Endeavor Charter School will comply with all regulatory special education requirements of the Individuals with Disabilities Education Improvement Act of 2004, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office for Civil Rights. Furthermore, Endeavor Charter School will comply with all provisions of AB 602, applicable SELPA guidelines, and additional federal and state laws that apply to Endeavor Charter School pertaining to special education students.

IV. ADMINISTRATIVE SERVICES

“The manner in which administrative services of the charter school are to be provided.” Ed. Code § 47605(h).

The Charter School will provide or procure most of its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and
instructional program development either through its own staff or through an appropriately qualified third-party contractor.

The Charter School intends to contract with Madera County Office of Education as a business services provider for back-office support with payroll, budgeting, and financial reporting compliance.

At any time the Charter School may discuss the possibility of purchasing administrative services from the District. If the District is interested, the specific terms and cost for these services will be the subject of a memorandum of understanding between the Charter School and the District and subject to District availability and willingness to provide such services.

V. INSURANCE

The Charter School shall acquire and finance general liability, workers’ compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts will be based on recommendations provided by the District and the Charter School’s insurer. Prior to opening, the Charter School will provide evidence of the above insurance coverage to the authorizer.

VI. POTENTIAL CIVIL LIABILITY EFFECTS

Potential civil liability effects, if any, upon the charter school and upon the school district. Ed. Code § 47605(h)

The Charter School shall be operated by a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of the Charter School.

Further, the Charter School intends to enter into a memorandum of understanding with the District, wherein the Charter School shall indemnify the District for the actions of the Charter School under this charter.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School’s Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of the District and the Charter School’s insurance company for schools of similar size, location, and student population. The District shall be named an additional insured on the general liability insurance of the Charter School.
The Charter School Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.
Appendices

Appendix 1. Leadership and Board Bios

Executive Director – Michael Cox

Professional Background and Experience:
30 years of educational service and leadership in all aspects of school operations
23 years of school site administrative leadership
16 years as Principal and Executive Director of Mountain Home School Charter and Glacier High School
Founded Glacier High School Charter in 2002
Founded Western Sierra Charter Schools as non-profit corporation in 2008

Education:
B.S. in History Education, San Diego Christian College
M.A. in Education Administration, Azusa Pacific University

Professional Certifications:
Single Subject Teaching Credential Clear – History/ Social Science
Multiple Subject Teaching Credential Clear
Administrative Services Credential Clear

Other Relevant Qualifications:
Graduate of the Charter School Business Officer Training Program offered through the Charter Schools Development Center (CSDC).
Consistent record of leading demonstrable organizational and academic improvement in a variety of school settings

Length of service with Western Sierra Charter Schools:
Mr. Cox has served as the Executive Director of Western Sierra Charter Schools since its founding in 2008

Chief Business Officer – Jody Jeffers

Professional Background and Experience:
More than 30 years of accounting experience with 27 years in management and 13 years as a senior fiscal officer in the public sector. This also included human resources responsibilities such as employee insurance programs, retirement, and other benefit programs.

Education:
B.A. in Political Science (Public Administration emphasis), California State University, Fullerton

Professional Certifications:
Certified Government Financial Manager (CGFM Certificate #15548) awarded by the Association of Government Accountants (AGA).

Other Relevant Qualifications:
Graduate of the Charter School Business Officer Training Program offered through the Charter Schools Development Center (CSDC).
Successfully managed dozens of federal and state grant programs while receiving clean audit reports and achieving grant objectives.

Length of service with Western Sierra Charter Schools:
Mr. Jeffers joined Western Sierra Charters Schools in May of 2015.

Co-Principal of Mountain Home / Glacier High - Fresno Resource Center – Nancy Garcia

Professional Background and Experience:
Nancy has over 15 years of experience in Education. She has worked as a Public School Teacher (Fresno Unified School District), Charter School Teacher (School of Unlimited Learning, Edison Bethune Elementary Teacher & Glacier High School Charter) and as an Administrator for Western Sierra Charter Schools in both their Glacier High School Charter and Mountain Home School Charter programs.

**Education:**
B.A. in Liberal Studies, California State University, Fresno
Multiple Subject Teaching Credential with BCLAD (Spanish), California State University, Fresno
Single Subject Teaching Credential in Spanish, California State University, Fresno

**Other Relevant Qualifications:**
WASC Coordinator
Section 504 Plan Coordinator (K-12)
Glacier High School Leadership Program Coordinator
WSCS Leadership Team

**Length of service with Western Sierra Charter Schools:**
Mrs. Garcia has been with WSCS since 2008.

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**Co-Principal of Mountain Home / Glacier High - Fresno Resource Center – Eric Hagen**

**Professional Background and Experience:**
Eric has over 20 years of experience in Education. He has worked as an Outdoor Education instructor, Road Scholars instructor, Public School Teacher (Yosemite Unified School District, Bass Lake Unified School District), Charter School Teacher (Mountain Home School & Glacier High School Charter), Technology Coordinator. Eric has worked as an Administrator for Western Sierra Charter Schools in both their Glacier High School Charter and Mountain Home School Charter programs for 6 years.

**Education:**
Studied Computer Science, Music, and Recording Engineering, Chico State University, Chico
B.A. in Interdisciplinary Studies , National University, Fresno
Multiple Subject Teaching Credential with CLAD, National University, Fresno

**Other Relevant Qualifications:**
Technology Administrator with 20 years of Educational Technology, website, and network experience
Underwater Robotics and Engineering Instructor for 10 years
Student Study Team Coordinator
504 coordinator
California Charter School Association - 99 Accelerator (Charter Leadership training) cadre member
Board Member of Sierra Vista Presbyterian Church for six years

**Length of service with Western Sierra Charter Schools:**
Mr. Hagen has been with WSCS since 2008.

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**WSCS Board Member – Tamara Dent**
Parent Representative

**Relevant Professional Background and Experience**
- Six years as a parent of a student enrolled in a student-centered, personalized learning charter.
- 25 years of experience teaching music and theater education in public, and private, schools at the college, high school, elementary, and Pre-K levels.
- 28 years of experience as a professional musician, actor, and vocal coach in the United States and abroad.

**Education**
- BFA, Music and Theater, College of Santa Fe
- Teacher Training and Apprenticeship, The Linklater Center for Voice and Language

**Employment**
- Owner/ Operator, The Tamara Dent Studio of Music

**Board Member – Brian Fulce**
Parent Representative

**Professional Background and Experience:**
- 25 years of professional civil engineering experience
- Civil Engineering Design, Program Management and Project Management
- Founded Fulce Engineering in 2018.

**Education:**
- B.S. in Civil Engineering, University of California, Davis, 1994

**Professional Certifications:**
- Professional Engineer, California C57270

**Other Relevant Qualifications:**
- Board Member, Western Sierra Charter Schools – 2017 to Present
- Parent of Mountain Home and Glacier High Students – 2012 to Present

**Length of Service with Western Sierra Charter Schools:**
- Mr. Fulce has served as Board Member of Western Sierra Charter Schools from 2017 to Present and Board Treasurer from 2018 - Present

**Teacher of Mountain Home School Charter and Board member of WSCS - Margaret Den Hartog**
Elementary teacher with 25 years of experience in the field of education. Recognized ability to provide all TK-8 students with an education that is unique and appropriate to their learning needs and styles. Proven ability to generate successful educational outcomes for students in both traditional and alternative settings.

**PROFESSIONAL EXPERIENCE**

**MOUNTAIN HOME SCHOOL**  Fresno, CA
Charter Teacher  Aug 2015 - Present

- Designed, guided, and monitored personalized learning plans and curriculum to address the learning needs and styles of individual students
- Evaluated student performance through formative and summative assessments for the purpose of guiding instruction and increasing student learning outcomes
- Taught integrated enrichment classes in the areas of science and language arts (K and 1st grades) and history, language arts, and technology (4th and 5th grades)
- Implemented technology-based project-based learning (PBL) strategies with CA History class
- Served in the capacity of program lead teacher
- Planned and coordinated school-wide benchmark and CAASPP testing events
• Collaborated with colleagues to create digital newsletters for monthly school-wide distribution
• Developed and implemented parent training workshops in the area of 4-Square Writing techniques for 2nd, 3rd, 4th, 5th, and 6th grades
• Designed and led the implementation of the first school kindergarten graduation ceremony
• Mentored and trained newly hired teachers

CENTRAL VALLEY HOME SCHOOL
Kingsburg, CA

• Successfully provided educational support and guidance for students under my direction
• Designed personalized learning plans using the School Pathways ReportWriter application
• Developed and taught integrated learning classes in the areas of science and language arts for grades K-6
• Established, designed, and created a school newsletter, produced monthly for eight years

CARUTHERS ELEMENTARY SCHOOL
Caruthers, CA

• Taught self-contained classrooms for 2nd, 3rd, and 4th grades averaging 30 students per class
• Taught a bilingual 2nd grade class for three years
• Created and implemented innovative and engaging lesson plans using thematic instruction and whole language approaches, increasing student enthusiasm and inspiring motivation to learn
• Mentored and supervised a student teacher from CSU Fresno for final student teaching

EDUCATION AND CERTIFICATIONS

American College of Education Dec 2017
Master of Education in Educational Technology
Language Development Specialist Aug 1992
LDS Certificate
California State University, Fresno May 1986
   Bachelor of Arts, Liberal Studies, Multiple Subjects Credential

Board Member- Jacqueline Pucheu
Parent Representative

Professional Background and Experience:
Somach Simmons & Dunn, A Professional Corporation— Law Clerk, Associate Attorney, Shareholder (2002-2011, Sacramento and Fresno, CA)
Pucheu Law, A Professional Corporation— Founding Shareholder (2011-2013, Fresno, CA)

Education:
California Polytechnic State University, San Luis Obispo, B.S. Business, Marketing and Minor in English, 2000
University of California, Davis, J.D., 2003
California Agricultural Leadership Program, Fellow 2006

Length of service with Western Sierra Charter Schools:
Parent Homeschool teacher, Mountain Home School Charter (2016-present)
Board Member, Western Sierra Charter Schools (Fall 2018-present)

**WSCS Board Member/ Authorizing District Representative – Monika Moulin**

**Professional Background and Experience:**
Member of the Yosemite Unified School District Board of Trustees in Oakhurst, California, who combines a wealth of experience in communications and marketing with a passion for providing meaningful educational experiences for students that will prepare them for higher education, work and life. Has taught for more than a decade the prestigious Masters in Governance professional training program offered by the California School Boards Association.

In 2017, Moulin was named as one of a select group of education leaders statewide to be part of the California Collaborative for Excellence in Education’s Content Library Review Team, an initiative designed to oversee development of a digital resource for school districts’ use in their planning processes related to the state’s funding system known as the Local Control Funding Formula (LCFF).

**Education:**
Trained in music at Southern Methodist University and the University of Texas and at the American Institute of Musical Studies in Freiburg, Germany.

**Other Relevant Qualifications:**
Served as Honorary Mayor of Oakhurst

Was active on the committee that helped unify the former Coarsegold and Yosemite School Districts in 2005

Serves as First Vice President of the Sierra Historic Sites Association

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**WSCS Board Member/Advising Teacher at Mountain Home School Charter- Joyce Vind**

**Professional Experience:**
- 34 years of classroom and home school education
- 12 years as a classroom teacher Grades 1-4, & 2 years as both a classroom teacher and Interim Vice Principal - Pleasanton Unified School District, Pleasanton, Ca.
- 2 years P.E./Science teacher Grades 4-8 - Yosemite Unified School District, Oakhurst, Ca.
- 14 years as a parent homeschool teacher, Mountain Home School Charter, Oakhurst, Ca.
- 1 year as a Special Education Resource Teacher- Raymond-Knowles Elementary School District
- 4 years as an Advising Teacher to homeschool families, Mountain Home School Charter, Oakhurst, Ca.

**Education:**
- B.A in Social Science o Westmont College, Santa Barbara, Ca. Professional Certification:
  - California Multiple Subject Teaching Credential Clear ○ Fresno State University, Fresno, Ca.

**Other Relevant Qualifications:**
- Served on School Site Councils and Technology/Math Curriculum Committees
- Experience with managing school wide discipline and was appointed a Master Teacher with California State University, Hayward
- 18 years of experience providing Personalized Learning in home school instruction
### CURRICULUM TABLE FOR GRADES TK-8TH
(updated 10/17/19)

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## 9th-12th Grade Courses and Curriculum

### Subject: ENGLISH

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<td><strong>English 9</strong></td>
<td>Introduction to Literature &amp; Composition: The Hero’s Journey, Oak Meadow 2014</td>
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<td>- A Wizard of Earthsea by Ursula K. Le Guin</td>
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<td>- Animal Farm by George Orwell</td>
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<td>- Our Town by Thornton Wilde</td>
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<td>- To Kill a Mockingbird by Harper Lee</td>
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<td>Basic English Grammar</td>
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<td>- Anthem by Ayn Rand</td>
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<td>- A Separate Peace by John Knowles</td>
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<td>- The Adventures of Huckleberry Finn by Mark Twain</td>
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<td><strong>English 11</strong></td>
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<td>Conversations in American Literature, Bedford/St. Martins 2015</td>
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<td>Precalculus with Limits, Houghton Mifflin 2008</td>
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<td>Environmental Science</td>
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<td>The Story of Art, Phaidon Press 1995</td>
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<td><em>Mathematical Analysis Honors</em></td>
<td></td>
</tr>
<tr>
<td><em>Mathematics I</em></td>
<td></td>
</tr>
<tr>
<td><em>Mathematics II</em></td>
<td></td>
</tr>
<tr>
<td><em>Mathematics III</em></td>
<td></td>
</tr>
<tr>
<td><em>Pre-Calculus</em></td>
<td></td>
</tr>
<tr>
<td><em>Trigonometry</em></td>
<td></td>
</tr>
</tbody>
</table>

| **Laboratory Science ("d")** |
| *AP Environmental Science* |
| *Biology Honors w/Labs* |
| *Biology w/Labs* |
| *Chemistry Honors w/Labs* |
| *Chemistry in the Earth System w/Labs* |
| *Chemistry w/Labs* |
| *Physics Honors w/Labs* |
| *Physics in the Universe w/Labs* |
| *Physics w/Labs* |
| *The Living Earth w/Labs* |

| **Language Other than English ("e")** |
| *AP French Language and Culture* |
| *AP Spanish Language and Culture* |
| *French I* |
| *French II* |
| *French III* |
| *German I* |
| *German II* |
| *German III* |
| *Latin I* |
| *Latin II* |
| *Spanish I* |
| *Spanish II* |
| *Spanish III* |

| **Visual & Performing Arts ("f")** |
| *MS 2D Studio Art* |
| *MS Digital Art and Design* |
| *MS Exploring Music* |
| *Visual Arts* |
| *Art 1, 2 and 3* |

| **College-Preparatory Elective ("g")** |
| *Advertising and Sales Promotion* |
| *African American History* |
| *Agriscience II: Sustaining Human Life* |
| *Anthropology I: Uncovering Human Mysteries* |
*Anthropology II: More Human Mysteries Uncovered
*AP Psychology
*Archaeology: Detectives of the Past
*Art History I
*Astronomy: Exploring the Universe
*Biotechnology: Unlocking Nature’s Secrets
*Careers in Criminal Justice
*Concepts in Real World Parenting: The Trends and Science Behind Childcare
*Concepts of Engineering and Technology
*Contemporary Health
*Creative Writing
*Criminology: Inside the Criminal Mind
*Digital Arts
*Digital Photography I: Creating Images with Impact!
*Digital Photography II: Discovering Your Creative Potential
*Discoveries and Concepts in Nutrition
*Early Childhood Education
*Economics
*Economics Honors
*Entrepreneurship/Self-Employment
*Environmental Science
*Fashion and Interior Design
*Financial math
*Forensic Science I: Secrets of the Dead
*Forensics Science II: More Secrets of the Dead
*Forestry & Natural Resources
*Gothic Literature: Monster Stories
*Great Minds in Science: Ideas for a New Generation
*Health Science and Medical Terminology
*Health Science Concepts
*History of the Holocaust
*Hospitality & Tourism: Traveling the Globe
*IDEA Writing
*Information and Communication Technology
*International Business: Global Commerce
*Introduction to Agriscience
*Introduction to Business
*Introduction to Communications & Speech I
*Introduction to Communications & Speech II
*Introduction to Culinary Arts
*Introduction to Manufacturing: Product Design & Innovation
*Introduction to Philosophy: The Big Picture
*Introduction to Renewable Technologies
*Journalism: Investigating the Truth
*Law & Order: Introduction to Legal Studies
*Linear Algebra
*Literature & Composition I
*Literature & Composition II
*Medical Terminology
*Military Science I: Leadership at its Finest
**MS Journalism: Tell Your Story**
**MS Photography: Drawing With Light**
**Music Appreciation: The Enjoyment of Listening**
**Mythology & Folklore: Legendary Tales**
**Nursing Assistant**
**Peer Counseling**
**Personal Finance**
**Pharmacy Technician**
**Physical Science**
**Principles of Agriculture, Food and Natural Resources**
**Principles of Public Service**
**Psychology**
**Public Speaking**
**Restaurant Management**
**Social Problems I: A World In Crisis**
**Social Problems II: Crisis, Conflicts & Challenge**
**Sociology**
**Sports and Entertainment Marketing**
**Veterinary Science: The Care of Animals**
**World Regional Geography**
**World Religions: Exploring Diversity**

### Rosetta Stone Languages (Online)

- *Rosetta Stone French: Beginning and Intermediate (Foundations) Level 1*
- *Rosetta Stone German: Beginning and Intermediate (Foundations) Level 1*
- *Rosetta Stone Spanish: Beginning and Intermediate (Foundations) Level 1*
- Arabic
- Chinese (Mandarin)
- Dutch
- Filipino (Tagalog)
- Greek
- Hebrew
- Hindi
- Indonesian
- Irish
- Italian
- Japanese
- Korean
- Latin
- Persian (Farsi)
- Polish
- Portuguese (Brazil)
- Russian
- Swahili
Swedish
Turkish
Urdu
Vietnamese
## Appendix 4. SAMPLE ONSITE COURSE SCHEDULE FOR GRADES K-8TH

### MHS Fresno K-8th Enrichment Fall 2019 Schedule

- K-8th Students register for Monday OR Wednesday Courses.
- 6th and 7th graders can choose from Monday or Wednesday (Note: Math Courses 1 & 2 are both Mon and Wed.)

<table>
<thead>
<tr>
<th>Kinder-7th Grade Enrichment Schedule</th>
<th>Room 1</th>
<th>Room 2</th>
<th>Room 3</th>
<th>Room 4</th>
<th>Room 5</th>
<th>Room 6</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>KINDER GARDEN</strong> 8:30am-9:45am</td>
<td>Mr. Moss</td>
<td>2nd/3rd Grade Music</td>
<td>9:30am-10:45am</td>
<td>California History, Technology &amp; Writing</td>
<td>8:30am-11am</td>
<td>Mrs. Deshong</td>
</tr>
<tr>
<td>9:45am-11:15am Mr. Larios</td>
<td>Mrs. Larios &amp; Mrs. Kelly</td>
<td>11:00am-11:15am</td>
<td>Mrs. Gravina</td>
<td>6th Grade Music</td>
<td>11:00am-12:15pm</td>
<td>Mrs. Gravina</td>
</tr>
<tr>
<td>Art (Option)</td>
<td>Mrs. Larios &amp; Mrs. Kelly</td>
<td>11:15am-12:15pm</td>
<td>Mrs. Gravina</td>
<td>5th Grade Science</td>
<td>11:00am-12:15pm</td>
<td>Mrs. Gravina</td>
</tr>
<tr>
<td><strong>KINDERGARTEN</strong> 8:30am-9:45am 2nd/3rd Grade Music</td>
<td>Mr. Moore</td>
<td>9:30am-10:45am Mr. Maffard</td>
<td>California History, Technology &amp; Writing</td>
<td>8:30am-11am</td>
<td>Mrs. Deshong</td>
<td>Math Course 1 (6th/7th)</td>
</tr>
<tr>
<td>9:45am-11:15am Mr. Larios</td>
<td>Mrs. Larios &amp; Mrs. Kelly</td>
<td>11:00am-11:15am</td>
<td>Mrs. Gravina</td>
<td>6th Grade Music</td>
<td>11:00am-12:15pm</td>
<td>Mrs. Gravina</td>
</tr>
<tr>
<td>Art (Option)</td>
<td>Mrs. Larios &amp; Mrs. Kelly</td>
<td>11:15am-12:15pm</td>
<td>Mrs. Gravina</td>
<td>5th Grade Science</td>
<td>11:00am-12:15pm</td>
<td>Mrs. Gravina</td>
</tr>
<tr>
<td><strong>KINDERGARTEN</strong> 8:30am-9:45am 2nd/3rd Grade Music</td>
<td>Mr. Moore</td>
<td>9:30am-10:45am Mr. Maffard</td>
<td>California History, Technology &amp; Writing</td>
<td>8:30am-11am</td>
<td>Mrs. Deshong</td>
<td>Math Course 1 (6th/7th)</td>
</tr>
<tr>
<td>9:45am-11:15am Mr. Larios</td>
<td>Mrs. Larios &amp; Mrs. Kelly</td>
<td>11:00am-11:15am</td>
<td>Mrs. Gravina</td>
<td>6th Grade Music</td>
<td>11:00am-12:15pm</td>
<td>Mrs. Gravina</td>
</tr>
<tr>
<td>Art (Option)</td>
<td>Mrs. Larios &amp; Mrs. Kelly</td>
<td>11:15am-12:15pm</td>
<td>Mrs. Gravina</td>
<td>5th Grade Science</td>
<td>11:00am-12:15pm</td>
<td>Mrs. Gravina</td>
</tr>
</tbody>
</table>

### 2nd-7th Grade Lunch 12:15pm-1pm

- **KINDERGARTEN** 8:30am-9:45am 2nd/3rd Grade Music | Mr. Moore | 9:30am-10:45am Mr. Maffard | California History, Technology & Writing | 8:30am-11am | Mrs. Deshong | Math Course 1 (6th/7th) |
| 9:45am-11:15am Mr. Larios | Mrs. Larios & Mrs. Kelly | 11:00am-11:15am | Mrs. Gravina | 6th Grade Music | 11:00am-12:15pm | Mrs. Gravina | 8:30am-9:45am |
| Art (Option) | Mrs. Larios & Mrs. Kelly | 11:15am-12:15pm | Mrs. Gravina | 5th Grade Science | 11:00am-12:15pm | Mrs. Gravina | Mrs. Flynn |

### End of Schedule
<table>
<thead>
<tr>
<th>TUESDAY</th>
<th>THURSDAY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Math Course 3</strong></td>
<td><strong>Math Course 3</strong></td>
</tr>
<tr>
<td>8:30 am-11:00 am</td>
<td>8:30 am-11:00 am</td>
</tr>
<tr>
<td>Mrs. Flynn</td>
<td>Mrs. Flynn</td>
</tr>
<tr>
<td>Room 4</td>
<td>Room 4</td>
</tr>
<tr>
<td><strong>Lunch 11am-11:30am</strong></td>
<td><strong>Lunch 11am-11:30am</strong></td>
</tr>
<tr>
<td>(Mrs. Flynn)</td>
<td>(Mr. Mullan)</td>
</tr>
<tr>
<td><strong>8th Grade Writing</strong></td>
<td><strong>8th Grade U.S. Constitution</strong></td>
</tr>
<tr>
<td>11:30am-12:45pm</td>
<td>11:30am-1pm</td>
</tr>
<tr>
<td>Mrs. Turner</td>
<td>Mr. Mullan</td>
</tr>
<tr>
<td>Room 4</td>
<td>Room 6</td>
</tr>
<tr>
<td><strong>8th Grade Science</strong></td>
<td><strong>8th Grade Art</strong></td>
</tr>
<tr>
<td>12:45 pm-2pm</td>
<td>1pm-2:30pm</td>
</tr>
<tr>
<td>Mrs. Flynn</td>
<td>Teacher: Mr. McGough</td>
</tr>
<tr>
<td>Room 4</td>
<td>Room 6</td>
</tr>
<tr>
<td><strong>8th Grade Music</strong></td>
<td></td>
</tr>
<tr>
<td>2:30pm-3:30pm</td>
<td></td>
</tr>
<tr>
<td>Mr. Mena</td>
<td></td>
</tr>
<tr>
<td>Room 4</td>
<td></td>
</tr>
<tr>
<td>Room 1</td>
<td>Room 2</td>
</tr>
<tr>
<td>--------</td>
<td>--------</td>
</tr>
</tbody>
</table>
| Personal Finance  
8:30am-10am  
Mr. Mallard | H.S. Studio Art  
8:30am-10:00am  
Mrs. Buca | Lego Robotics  
Advanced  
3rd-6th Grade  
8:30am-10am  
Mrs. Hirota | Lego Robotics  
Beginner  
3rd-6th Grade  
8:30am-10am  
Mrs. Huey | ROV Beginners  
6th-H.S.  
8:30am-11am  
Mrs. Neptune | Math Tutoring  
by appointment  
With Mrs. Flynn  
8am-3pm  
(Except between 11am-12:30pm) |
| **P.E. Days for**  
K-8th Students  
First Friday of every month. | H.S. Graphic Design  
10:00am-11:30am  
Mrs. Tu | 6th/7th/8th  
Drama  
Mr. Mallard  
11:00 am-12 pm | 3rd-6th Spanish  
10:00am-11:00am  
Mrs. Gaviria | ROV Advanced  
6th-H.S.  
12pm-2:30pm  
Mrs. Neptune | High School Conversational Spanish  
Levels 1-3  
11:30am-12:30pm  
Mrs. Gaviria |
| Location and Time  
TBD  
Coordinators:  
Nancy Flynn & Brooke Llanos | 6th/7th/8th Lunch Break  
12pm-12:30pm  
Mrs. Flynn | 3rd-6th Drama  
12pm-1pm  
Mr. Mallard | 3rd-6th Lunch/Break & Math Activities  
11:00 am-12 pm  
Mrs. Flynn | | |
| High School Drama  
1pm-2:30pm  
Mr. Mallard | 6th/7th/8th Spanish  
12:30pm-1:30pm  
Mrs. Gaviria | | | | |
### Appendix 5. Sample Onsite Course Schedule for grades 9-12th

<table>
<thead>
<tr>
<th>Room 2</th>
<th>Room 3</th>
<th>Room 4</th>
<th>Room 5</th>
<th>Room 6</th>
<th>Room 2</th>
<th>Room 3</th>
<th>Room 4</th>
<th>Room 5</th>
<th>Room 6</th>
</tr>
</thead>
</table>
| Integrated*  
Math 3  
8:30am-10am  
Mrs. Bucy | Integrated*  
Math 2  
8:30am-10am  
Teacher TBD | English *  
Section A  
8:30am-10am  
Mrs. Boosard | Algebra  
Readiness  
8:30am-11am  
Mrs. Flynn | Integrated*  
Math 2  
8:30am-10am  
Mrs. Bucy | Integrated*  
Math 1  
8:30am-10am  
Teacher TBD | Music*  
Health/PE  
Section A  
8:30am-10am  
Mr. Mena | Algebra  
Readiness  
8:30am-11am  
Mrs. Flynn |

<table>
<thead>
<tr>
<th>Tuesday Schedule</th>
<th>Thursday Schedule</th>
</tr>
</thead>
</table>
| 10:00am - 11:00am Academic Lab | 8th Grade  
Lunch 11am-11:30am |
| 8th Grade  
Lunch 11am-11:30am | 10:00am - 11:00am Academic Lab |
| Art 2  
Section A  
11am-11:30am  
Mr. McCough | Integrated*  
Math 1  
11am-11:30am  
Teacher TBD | English *  
Section A  
11am-12:30pm  
Mr. Boosard | Chemistry*  
11am-12:30pm  
Mr. Turner | 8th Grade  
Writing  
11:30am-12:30pm  
Ms. Reeve | Integrated*  
Math 1  
11am-12:30pm  
Teacher TBD | Chemistry*  
11am-12:30pm  
Ms. Reeve | 8th Grade  
U.S. Constitution  
11:30am-1pm  
Mr. Mallard |
| Lunch 12:30 pm-1:00 pm | Lunch 12:30 pm-1:00 pm |
| Art 1  
Section A  
1pm-2:30pm  
Mr. McCough | U.S. History*  
1pm-2:30pm  
Mr. Mallard | English *  
Section 7/8  
1pm-2:30pm  
Ms. Reeve | Biology*  
Science  
12:30pm-2pm  
Mr. Flynn | 8th Grade  
Music  
1pm-2:30pm  
Mr. Mena | Leadership*  
1pm-2:30pm  
Ms. Vescarco | CTE 1  
Pathways in Technology  
1pm-2:30pm  
Ms. Mena | Biology*  
Section 7/8  
1pm-2:30pm  
Ms. Reeve |
| CTE 2  
Pathways in Technology  
2:30pm-3:55pm  
Mr. McCough | Biology*  
Section 7/8  
2:30pm-3:55pm  
Mr. McCough | Art 2 & 3  
Section B  
2:30pm-3:55pm  
Mr. McCough | World History*  
2:30pm-3:55pm  
Mr. Mena | World History*  
2:30pm-3:55pm  
Mr. Vescarco | Biology*  
Section 7/8  
2:30pm-3:55pm  
Ms. Reeve | 8th Grade  
Music  
2:30pm-3:30pm  
Mr. Mena |

*Integrated College Prep (AG approved courses)
Section A - one course is offered more than once (only select one)
For Biology - Select one: 11 cr. UC/CSU Select one: 11 cr. UC/CSU

THIS SCHEDULE IS SUBJECT TO CHANGE

---

Endeavor Charter School
### Friday GHS Fresno Electives Schedule

**NO FRIDAY CLASSES ON THE FIRST FRIDAY OF EACH MONTH**

*Student planning to stay through lunch should bring a sack lunch on Fridays.*

<table>
<thead>
<tr>
<th>Room 1</th>
<th>Room 2</th>
<th>Room 3</th>
<th>Room 4</th>
<th>Room 5</th>
<th>Room 6</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Personal Finance</strong></td>
<td><strong>H.S. Studio Art</strong></td>
<td><strong>Lego Robotics</strong></td>
<td><strong>Lego Robotics</strong></td>
<td><strong>ROV Beginners</strong></td>
<td>Math Tutoring by appointment</td>
</tr>
<tr>
<td>8:30am-10am</td>
<td>8:30am-10:00am</td>
<td>Advanced 3rd-5th Grade</td>
<td>Beginner 3rd-5th Grade</td>
<td>6th-H.S.</td>
<td>With Mrs. Flynn 6am-3pm (Except between</td>
</tr>
<tr>
<td>Mr. Mallard</td>
<td>Mrs. Buca</td>
<td>8:30am-10am</td>
<td>6:30am-10am</td>
<td>8:30am-11am</td>
<td>11am-12:30pm)</td>
</tr>
<tr>
<td><strong>P.E. Days for K-8th Students</strong></td>
<td><strong>Graphic Design</strong></td>
<td><strong>6th/7th/8th</strong></td>
<td><strong>3rd-5th Spanish</strong></td>
<td><strong>ROV Advanced</strong></td>
<td></td>
</tr>
<tr>
<td>First Friday of every month</td>
<td>10:00am-11:30am</td>
<td>Drama Mr. Mallard</td>
<td>10:00am-11:00am</td>
<td>8th-H.S.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mrs. Tu</td>
<td>11:00 am-12pm</td>
<td>Mrs. Gaviña</td>
<td>12pm-2:30pm</td>
<td></td>
</tr>
<tr>
<td><strong>Location and Time TBD</strong></td>
<td>**High School **</td>
<td><strong>3rd-5th Drama</strong></td>
<td><strong>3rd-5th Lunch/Break &amp; Math Activities</strong></td>
<td><strong>Mrs. Neptune</strong></td>
<td></td>
</tr>
<tr>
<td>Coordinators: Nancy Flynn &amp; Brooke Llanos</td>
<td><strong>Conversational Spanish</strong></td>
<td>12pm-1pm Mr. Mallard</td>
<td>11:00am-12 pm</td>
<td>6th-7th/8th Lunch/Break &amp; Math Activities</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Level 1-3)</td>
<td></td>
<td>Mrs. Flynn</td>
<td>12pm-12:30pm</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11:30 pm-12:30 pm</td>
<td></td>
<td><strong>Mrs. Neptune</strong></td>
<td><strong>Mrs. Flynn</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Gaviña</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>High School</strong></td>
<td><strong>Drama</strong></td>
<td><strong>High School</strong></td>
<td><strong>6th/7th/8th Spanish</strong></td>
<td><strong>6th/7th/8th Spanish</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Drama</strong></td>
<td>1pm-2:30pm Mr. Mallard</td>
<td></td>
<td>12:30pm-1:30pm</td>
<td>12:30pm-1:35pm</td>
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</tbody>
</table>
Appendix 6. Assessment and Intervention Flow Chart

Assessments
- NWEA (K-12)
- Lets Go Learn LGL (K-5)
- CAASPP (3-8, 11)
- Teacher Observations
- Parent Feedback
- Work Samples
- SPED Assessments
- Other

Gathering Data
- Teachers create a list of all students who have scored in:
  - NWEA - 1-40 percentile bands
  - LGL - 1 or more grade levels below current grade
  - CAASPP scores show Standard Nearly Met or Standard Not Met
  - other concerns
- Teachers note if a Student Study Team meeting is requested.

List of Student Support/Intervention
- Teachers create an Intervention/Goal Plan for each student. Examples of interventions:
  - AGS Curriculum
  - Let’s Go Learn Edge
  - Edgenuity My Path
  - Tutoring
  - Lexia Reading
- *See Intervention/Goal Plan sheet for complete list
- Intervention Plan due to Administrator by first Friday in October.

Re-Evaluation
- *Students scoring below average will take assessment mid year (Dec-Jan)
- *If student scores increase to the 41-60 percentile or to current grade level, teacher notes on intervention plan and provides copy to administrator.
- *Lists are reviewed (Feb Staff Mtg.)
- Re-Evaluation of Intervention Plans due to Administrator by second Friday in February.
### WSCS K-8th GRADE INTERVENTION/GOAL PLAN

**STUDENT’S NAME:** ___________________________ **GRADE:** ________

**ADVISING TEACHER:** ___________________________

**REASON/S FOR INTERVENTION PLAN:** (CHECK ALL THAT APPLY)

- [ ] Let’s Go Learn
- [ ] Core Reading
- [ ] IGI Math
- [ ] CAASPP Testing
- [ ] NWEA
- [ ] Pre-SST Parent Memo
- [ ] Other: ___________________________

**STUDENT’S INTERVENTION PLAN WILL INCLUDE:** (CHECK ALL THAT APPLY)

<table>
<thead>
<tr>
<th>MATH INTERVENTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keys To...math supplements</td>
</tr>
<tr>
<td>Khan Academy Lessons</td>
</tr>
<tr>
<td>Tutoring/Onsite Math Course</td>
</tr>
<tr>
<td>Teaching Textbooks <strong>Grade/Level:</strong></td>
</tr>
<tr>
<td>Let’s Go Learn – Online Personalized Instruction in Math: EDGE</td>
</tr>
<tr>
<td>Edgenuity MyPath: ___________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ELA INTERVENTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dianne Craft (Right Brain Learning)</td>
</tr>
<tr>
<td>Lexia Reading</td>
</tr>
<tr>
<td>Read Naturally (fluency)</td>
</tr>
<tr>
<td>Rewards/Rewards Plus (5th-8th)</td>
</tr>
<tr>
<td>Susan Barton Reading &amp; Spelling Program</td>
</tr>
<tr>
<td>Tutoring</td>
</tr>
<tr>
<td>Sunday System 1 ________ 2 ________</td>
</tr>
<tr>
<td>All About Spelling</td>
</tr>
<tr>
<td>Sequential Spelling</td>
</tr>
<tr>
<td>Edgenuity MyPath: ___________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUPPLEMENTAL/ENRICHMENT/EXTRA PRACTICE – MATH &amp; ELA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brain Pop...math videos</td>
</tr>
<tr>
<td>Spectrum Math</td>
</tr>
<tr>
<td>Math Facts Practice (flashcards, timed sheets, &quot;Times Tables the Fun Way&quot;...)</td>
</tr>
<tr>
<td>Math Enrichment Course</td>
</tr>
<tr>
<td>Think Central – Math Online Videos</td>
</tr>
<tr>
<td>Brain Pop...ELA videos</td>
</tr>
<tr>
<td>Starfall (phonics)</td>
</tr>
<tr>
<td>Writing Enrichment Course</td>
</tr>
<tr>
<td>Think Central – ELA Online Videos</td>
</tr>
<tr>
<td>Other: ___________________________</td>
</tr>
</tbody>
</table>
WSCS K-8th GRADE INTERVENTION/GOAL PLAN

GOAL/S: (Goals listed here are written on Interim and/or Yearly Goal sheet) ____________________________
__________________________________________
__________________________________________
__________________________________________
__________________________________________

ADVISING TEACHER SIGNATURE: ___________________ DATE: ________________

PARENT SIGNATURE: ______________________________ DATE: ________________

Mid Year Re-Evaluation:

☐ Student has MET goals and is no longer in need of an intervention plan

☐ Student will continue to work towards meeting goals and/or the following goals/interventions have been modified:

__________________________________________
__________________________________________
__________________________________________

ADVISING TEACHER SIGNATURE: ___________________ DATE: ________________

PARENT SIGNATURE: ______________________________ DATE: ________________

___Mid year SST Request
### WSCS 9-12TH GRADE INTERVENTION/GOAL PLAN

**STUDENT’S NAME:** ___________________________  **GRADE:** ________

**ADVISING TEACHER:** ___________________________

**REASON(S) FOR INTERVENTION PLAN:** (CHECK ALL THAT APPLY)
- [ ] NWEA TEST SCORES
- [ ] CAASPP
- [ ] Pre-SST Parent Memo: ______________

**STUDENT’S INTERVENTION PLAN WILL INCLUDE:** (CHECK ALL THAT APPLY)

<table>
<thead>
<tr>
<th>AGS CURRICULUM:</th>
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</thead>
<tbody>
<tr>
<td>EDGENEITY ONLINE COURSE:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MATH INTERVENTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edgenuity MyPath Math</td>
</tr>
<tr>
<td>Keys To..., math supplements</td>
</tr>
<tr>
<td>Khan Academy Lessons</td>
</tr>
<tr>
<td>ALEKS ONLINE MATH PROGRAM</td>
</tr>
<tr>
<td>Teaching Textbooks:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MATH TUTORING:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>ELA INTERVENTIONS</th>
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</thead>
<tbody>
<tr>
<td>Edgenuity MyPath Reading</td>
</tr>
<tr>
<td>Susan Barton Reading &amp; Spelling Program</td>
</tr>
<tr>
<td>WRITING CLASS</td>
</tr>
<tr>
<td>LEXIA/POWER UP READING</td>
</tr>
<tr>
<td>ACADEMIC LAB</td>
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</table>

<table>
<thead>
<tr>
<th>ELA TUTORING:</th>
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<tr>
<th>OTHER:</th>
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<table>
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<tr>
<th>OTHER:</th>
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</thead>
</table>

**SEMESTER GOAL(S):**

__________________________________________________________

__________________________________________________________

__________________________________________________________

**TEACHER SIGNATURE:** ___________________________ **DATE** ____________

**STUDENT SIGNATURE:** ___________________________ **DATE** ____________

**PARENT SIGNATURE:** ___________________________ **DATE** ____________

-- MIDYEAR EVALUATION ON BACK PAGE --
MID YEAR RE-EVALUATIONS (Due Second Friday in February):

- Student has MET goals and is no longer in need of an intervention plan
- Student will continue to work towards meeting goals and/or the following goals/interventions have been modified:

  ____________________________________________
  ____________________________________________
  ____________________________________________
  ____________________________________________

___ Mid Year SST Request

TEACHER SIGNATURE: __________________________ DATE ______________

STUDENT SIGNATURE: _________________________ DATE ______________

PARENT SIGNATURE: __________________________ DATE ______________
### Traditional Math Pathways

<table>
<thead>
<tr>
<th>Pre-Requisites</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Passed Pre-Alg or 8th grade math with B or higher</td>
<td>Integrated Math 1</td>
<td>Integrated Math 2</td>
<td>Integrated Math 3</td>
<td>Optional or Pre-Calculus</td>
</tr>
<tr>
<td>Passed Integrated Math 1</td>
<td>Integrated Math 2</td>
<td>Integrated Math 3</td>
<td>Pre-Calculus</td>
<td>Optional or Calculus</td>
</tr>
</tbody>
</table>

### Math Pathways for Intervention

<table>
<thead>
<tr>
<th>Pre-Requisites</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Passed Pre-Alg or 8th grade math with a C</td>
<td>Integrated Math 1A/B</td>
<td>Integrated Math 1C/D a-g @completion</td>
<td>Integrated Math 1A/B</td>
<td>Optional or Integrated Math 3</td>
</tr>
<tr>
<td>7th Grade Level Math</td>
<td>General Math (Year 1 of 2)</td>
<td>Integrated Math 1A/B</td>
<td>Integrated Math 1C/D a-g @completion</td>
<td>Optional or Integrated Math 2</td>
</tr>
<tr>
<td>6/7th Grade Level Math</td>
<td>General Math (Year 1 of 2)</td>
<td>Pre-Algebra (Year 2 of 2)</td>
<td>Integrated Math 1A/B</td>
<td>Optional or Integrated Math 2</td>
</tr>
<tr>
<td>6/7th Grade Level Math</td>
<td>General Math (Year 1 of 2)</td>
<td>Pre-Algebra (Year 2 of 2)</td>
<td>Integrated Math 1A/B</td>
<td>Integrated Math 1C/D a-g @completion</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Independent Study Paths</th>
<th>If preferred over onsite</th>
</tr>
</thead>
<tbody>
<tr>
<td>4th-5th Grade Level Math</td>
<td>Basic Math <del>AGS</del></td>
</tr>
<tr>
<td>4th-5th Grade Level Math</td>
<td>Basic Math <del>AGS</del></td>
</tr>
</tbody>
</table>
ARTICLE I
NAME

Section 1. NAME. The name of this corporation is Western Sierra Charter Schools.

ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 41267 Highway 41 Oakhurst, California 93644, County of Madera, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to manage, operate, guide, direct and promote California charter schools. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.
ARTICLE IV
CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

ARTICLE V
DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. This corporation’s assets are irrevocably dedicated to public benefit purposes as set forth in the Charter School’s Charter. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

ARTICLE VI
CORPORATIONS WITHOUT MEMBERS

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation’s Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

ARTICLE VII
BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (“Board”). The Board may delegate the management of the corporation’s activities to any person(s), management company or committees, however composed, provided
that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.

b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of members.

c. Borrow money and incur indebtedness on the corporation’s behalf and cause to be executed and delivered for the corporation’s purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. DESIGNATED DIRECTORS AND TERMS. The number of directors shall be no less than eight and no more than eleven, unless changed by amendments to these bylaws; provided that one ex officio non-voting seat shall be reserved, at all times, for one Representative selected by each granting agency pursuant to California Education Code Section 47604(b). All directors shall be designated by the existing Board of Directors. All directors are to be designated at the corporation’s annual meeting of the Board of Directors. The Board of Directors shall consist of at least eight directors unless changed by amendment to these bylaws.

The Board shall elect the Trustees by the vote of a majority of the Trustees then in office, whether or not the number of Trustees in office is sufficient to constitute a quorum, or by the sole remaining Trustee.

Eligibility. The Board may elect any person who in its discretion it believes will serve the interests of the corporation faithfully and effectively.

Board Composition. The WSCS Governing Board will be composed of representatives of the following constituencies:

a. Two parents from the Fresno Resource Center
b. Two parents from the Oakhurst Resource Center
c. One staff member from the Fresno Resource Center
d. One staff member from the Oakhurst Resource Center
e. One (non-voting) member from the Yosemite Unified School District Board
f. One community member

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No more than 49 percent of the persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. DIRECTORS’ TERM.
a. The term of office of all members of the initial Board of Trustees shall be one year.
b. At the end of the first year, the Board shall provide for staggered terms of its Trustees, by designating approximately one-third of the Trustees to one, two, and three-year terms. Following the expiration of those designated terms, each Trustee shall continue for three years.
c. No Trustee, other than the YUSD Representative may serve for more than six (6) consecutive years.

Section 6. NOMINATIONS In the event of immanent vacancy on the Board, any current Board director may recommend to the Board a qualified candidate for election to the Board of Directors.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be elected, no corporation funds may be expended to support a nominee without the Board’s authorization.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; or (d) the failure of the members, at any meeting of members at which any director or directors are to be elected, to elect the number of directors required to be elected at such meeting; and (e) termination of employment with the Charter School.
Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director’s resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 11. REMOVAL OF DIRECTORS. Any director may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the unanimous consent of the directors then in office, (b) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining director.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation. The Board of Directors may designate that a meeting be held at any place within California that has been designated by resolution of the Board of Directors or in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act (“Brown Act”), (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code).

The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board of Directors.
Section 16. REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 17. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairman of the Board has not been elected then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to each director and to the public through the posting of an agenda. Pursuant to the Brown Act, the Board of Directors shall adhere to the following notice requirements for special meetings:

a. Any such notice shall be addressed or delivered to each director at the director’s address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation’s records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.

b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the voting directors then in office shall constitute a quorum. If a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote, and voting on any matter shall be a decision of the Board of Directors. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned. Voting directors may not vote by proxy.

Section 20. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the school district in which the Charter School operates;

b. All votes taken during a teleconference meeting shall be by roll call;

c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;

e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and

f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

Section 21. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 22. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more voting directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors’ resolution, except that no committee may:

a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;

b. Fill vacancies on the Board of Directors or any committee of the Board;

c. Amend or repeal bylaws or adopt new bylaws;

d. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;

e. Create any other committees of the Board of Directors or appoint the members of committees of the Board;

f. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or

g. Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.

Section 23. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings. Minutes of each meeting shall be kept and shall
be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 24. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 25. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act (“FERPA”) as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII
OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be President, a Secretary, and a Chief Financial Officer. The corporation, at the Board’s direction, may also have a Chairman of the Board, and such other officers as may be appointed under Article VIII, Section 4, of these bylaws. The officers in addition to the corporate duties set forth in this Article VIII shall also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of 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 Chairman of the Board.

Section 3. ELECTION OF OFFICERS. The officers of this corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Directors may appoint and authorize the Chairman of the Board, the President, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause. An officer who was not chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors confers the power of removal.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.
Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. CHAIRMAN OF THE BOARD. If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors’ meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. The President shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. PRESIDENT. Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if any, and subject to the control of the Board, the President shall be the general manager of the corporation and shall supervise, direct, and control the corporation’s activities, affairs, and officers as fully described in any applicable employment agreement, or job specification. In the absence of the Chairman of the Board, the President shall preside at Board of Directors’ meetings. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation’s principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation’s properties and transactions. The Treasurer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (b) disburse the corporation’s funds as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the corporation; and (d)
have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

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

ARTICLE IX
CONTRACTS WITH DIRECTORS

Section 1. CONTRACTS WITH DIRECTORS. The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation’s directors are directors have a material financial interest) unless all of the following apply:

a. The director with a material financial interest in the proposed contract or transaction fully discloses his/her financial interest in such contract or transaction in good faith and said disclosure is noted in the Board of Directors meeting minutes.

b. The director with a material financial interest in the proposed contract or transaction recuses himself/herself from any participation whatsoever in the proposed contract or transaction (i.e., the interested director who recuses himself/herself shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken).

c. Such contract or transaction is authorized in good faith by a majority of the Board of Directors by a vote sufficient for that purpose.

d. Before authorizing or approving the transaction, the Board of Directors considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances.

e. The corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

ARTICLE X
CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES. The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Corporation’s Conflict of Interest Policy have been fulfilled.

ARTICLE XI
LOANS TO DIRECTORS AND OFFICERS

Section 1. LOANS TO DIRECTORS AND OFFICERS. This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XII
INDEMNIFICATION

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any “proceeding,” as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. “Expenses,” as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XIII
INSURANCE

Section 1. INSURANCE. This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director’s, officer’s, employee’s, or agent’s status as such.
ARTICLE XIV
MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. This corporation shall keep:

a. Adequate and correct books and records of account;

b. Written minutes of the proceedings of the Board and committees of the Board; and

c. Such reports and records as required by law.

ARTICLE XV
INSPECTION RIGHTS

Section 1. DIRECTORS’ RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the corporation’s books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director’s agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director’s interest as a director. Any such inspection and copying may be made in person or by the director’s agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any director, furnish to that director a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XVI
REQUIRED REPORTS

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the corporation’s fiscal year. That report shall contain the following information, in appropriate detail:
a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;

b. The principal changes in assets and liabilities, including trust funds;

c. The corporation’s revenue or receipts, both unrestricted and restricted to particular purposes;

d. The corporation’s expenses or disbursement for both general and restricted purposes;

e. Any information required under these bylaws; and

f. An independent accountant’s report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation’s books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation’s fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

a. Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an “interested person” had a direct or indirect material financial interest, and (iii) which involved more than $50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than $50,000. For this purpose, an “interested person” is either:

(1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or

(2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

ARTICLE XVII
BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall make any provisions of these Bylaws inconsistent with that Charter, the corporation’s Articles of Incorporation, or any laws.

ARTICLE XVIII
FISCAL YEAR
Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1 and end on June 30 of each year.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Western Sierra Charter Schools, a California nonprofit public benefit corporation; that these bylaws, consisting of 14 pages, are the bylaws of this corporation as adopted by the Board of Directors on ______________; and that these bylaws have not been amended or modified since that date.

Executed on ______________ at ______________, California.

____________________________________
__________________________, Secretary

Appendix 9. WSCS Conflict of Interest Policy

WESTERN SIERRA CHARTER SCHOOLS, INCORPORATED

CONFLICT-OF-INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix (or Appendices), designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code of the Western Sierra Charter Schools, Incorporated (“WSCS”).

Individuals holding designated positions shall file their statements of economic interests with WSCS, which will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008.) Upon receipt of the statements for the top officials, e.g., Members of the Board, Alternates, and the Executive Director, WSCS shall make and retain copies and forward
the originals to the Fair Political Practices Commission. All other statements will be retained by the WSCS.

APPENDIX A
DESIGNATED POSITIONS

<table>
<thead>
<tr>
<th>Designated Position</th>
<th>Assigned Disclosure Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Members of the Governing Board &amp; Alternates</td>
<td>I, II</td>
</tr>
<tr>
<td>CEO/President</td>
<td>I, II</td>
</tr>
<tr>
<td>Chairman of the Board</td>
<td>I, II</td>
</tr>
<tr>
<td>CFO/Treasurer</td>
<td>I, II</td>
</tr>
<tr>
<td>Secretary</td>
<td>I, II</td>
</tr>
<tr>
<td>Executive Director of Charter School</td>
<td>I, II</td>
</tr>
<tr>
<td>Consultants</td>
<td>*</td>
</tr>
</tbody>
</table>

*Consultants are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The Executive Director or CEO may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)

APPENDIX B
DISCLOSURE CATEGORIES

Category I. Designated positions assigned to this category must report:

a. Interests in real property which are located in whole or in part within the boundaries (and a two mile radius) of any county in which WSCS operates.
b. Investments and business positions in business entities or income (including gifts, loans, and travel payments) from sources which engage in the acquisition or disposal of real property or are engaged in building construction or design.

c. Investments and business positions in business entities or income (including gifts, loans, and travel payments) from sources which are contractors engaged in the performance of work or services or manufacture or sell supplies, books, machinery, or equipment of the type to be utilized by the school.

Category II. Designated positions assigned to this category must report:

Investments, business positions in, and income (including gifts, loans, and travel payments) from sources which manufacture or sell supplies, books, or equipment of the type to be utilized by WSCS, its parents, teachers and students for educational purposes. These include but are not limited to; educational supplies, textbooks and items used for extra curricular courses.

Category III: Designated positions assigned to this category must report:

Investments, business positions in, and income (including gifts, loans, and travel payments) from sources which are engaged in the performance of work or services of the type to be utilized by WSCS, its parents, teachers and students for educational purposes. Includes student services commonly provided in public schools such as speech therapists, and counselors.

Adopted: 4/28/2010
Appendix 10. WSCS Incorporation and Proof of Tax Exempt Status

State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of [number] page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUN - 4 2008

DEBRA BOWEN
Secretary of State

See/State Form CE-107 (REV 1/2007)
ARTICLES OFINCORPORATION
OF
Western Sierra Charter Schools
(A California Nonprofit Public Benefit Corporation)

I.

The name of the Corporation shall be Western Sierra Charter Schools

II.

The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote California public charter schools.

The Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

III.

The name and address in the State of California of this Corporation’s initial agent for service of process is:

Michael S. Cox
41267 Highway 41
Oakhurst, California 93644

IV.

All corporate property is irrevocably dedicated to the purposes set forth in the second article above. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to any of its directors, members, trustees, officers or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the purposes set forth in Article II.

No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not
participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Subject to the provisions of the nonprofit public benefit provisions of the Nonprofit Corporation Law of the State of California, and any limitations in the articles or bylaws relating to action to be approved by the members or by a majority of all members, if any, the activities and affairs of this Corporation shall be conducted and all the powers shall be exercised by or under the direction of the board of directors.

The number of directors shall be as provided for in the bylaws. The bylaws shall prescribe the qualifications, mode of election, and term of office of directors.

V.

The authorized number and qualifications of members of the corporation, if any, the different classes of membership, the property, voting and other rights and privileges of members, and their liability for dues and assessments and the method of collection thereof, shall be set forth in the bylaws.

VI.

Upon the dissolution or winding up of the Corporation, its assets remaining after payment of all debts and liabilities of the Corporation, shall be distributed to a nonprofit fund, foundation, or association which is organized and operated exclusively for educational, public or charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine which are organized and operated exclusively for such purposes.

Dated: 5/21/03

Michael Cox, Incorporator

ARTICLES OF INCORPORATION
WESTERN SIERRA CHARTER SCHOOLS

PAGE 2 OF 2
INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH  45201

DEPARTMENT OF THE TREASURY

Employer Identification Number: 26-3046883

Date: MAY 02 2011

WESTERN SIERRA CHARTER SCHOOLS
C/O ANDREA C. SEXTON
7 PARK CENTER DR
SACRAMENTO, CA  95825

Employer Identification Number: 26-3046883
DIN: 17023187319000

Contact Person: SANDRA MAX
Contact Telephone Number: (916) 829-5500
Accounting Period Ending: June 30
Public Charity Status: Yes
Form 990 Required: Yes
Effective Date of Exemption: June 4, 2008
Contribution Deductibility: Yes
Addendum Applies: Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2525, 2526 or 2532 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.
WESTERN SIERRA CHARTER SCHOOLS

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-FC

Letter 947 (DC/CG)
You are not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you are operating under a contract with the local government. If your method of operation changes to the extent that your charter is terminated, cancelled, or not renewed, you will be required to comply with Revenue Procedure 75-50.
Appendix 11.  WSCS Organization Chart

Western Sierra Charter Schools
Organizational Chart

WSCS Board

Executive Director

Special Education Director

CBO

Oakhurst Principal

Fresno CC- Principals

Chief Technology Administrator

Building/Maint

Human Resources

Registrar

Site Support

Site Accounts Payable and Receivable

Back Office Support

Guidance Counselor

Guidance Counselor

IT Coordinator

Oakhurst Facilities

IT Support

Fresno Facilities

Teachers

Teachers

Office Support

Office Support
Appendix 12. Financial Projections

Endeavor Charter School

Budget and Cash Flow Section

Budget Section

1) Overview

2) Start Up Costs

3) Operating Budget 2020-21 (with Start Up Costs)

4) Planning Budget 2021-22

5) Planning Budget 2022-23

6) Planning Budget 2023-24

7) Planning Budget 2024-25

8) Projected Revenue Less Expense and Accumulated Reserves

9) Budget Narrative

Cash Flow Section

1) Cash Flow 2020-21

2) Cash Flow 2021-22

3) Cash Flow 2022-23

4) Cash Flow 2023-24

5) Cash Flow 2024-25

6) Schedule of Cash Flow Assumptions
## Endeavor Charter School Budget-Oversview

### Operating Budget by Distance Costs

<table>
<thead>
<tr>
<th>Category</th>
<th>Object</th>
<th>2021-22</th>
<th>2021-23</th>
<th>2022-23</th>
<th>2023-24</th>
<th>2024-25</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>Code</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>State Aid Block Grant (COE)</td>
<td>21013</td>
<td>2,643,781</td>
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<td>1,917,244</td>
<td>2,261,202</td>
<td>2,260,591</td>
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<tr>
<td>Education Protection Account &quot;CAP&quot; (COA)</td>
<td>21012</td>
<td>49,798</td>
<td>49,794</td>
<td>49,788</td>
<td>49,778</td>
<td>49,768</td>
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<td>Local Aid (UBD 2022)</td>
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<td>263,017</td>
<td>288,350</td>
<td>285,514</td>
<td>283,187</td>
<td>281,817</td>
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<td>Lottery (Reimbursement)</td>
<td>8690</td>
<td>-</td>
<td>20,822</td>
<td>13,443</td>
<td>13,567</td>
<td>13,672</td>
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<tr>
<td>Medicaid - GR</td>
<td>8590</td>
<td>-</td>
<td>76,296</td>
<td>36,523</td>
<td>36,268</td>
<td>36,268</td>
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<td>Child Enrollment Fee</td>
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<td>3,467</td>
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<td>5,670</td>
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<td>Food Service Act 6761</td>
<td>8600</td>
<td>-</td>
<td>-</td>
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<td>-</td>
<td>-</td>
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<tr>
<td>Internet</td>
<td>8500</td>
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<td>1,000</td>
<td>1,000</td>
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<tr>
<td>SPEF Revenue</td>
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<tr>
<td>Total Revenue</td>
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<td>2,512,744</td>
<td>2,469,875</td>
<td>2,871,074</td>
<td>2,790,954</td>
<td>2,746,264</td>
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### Total Salaries and Benefits

<table>
<thead>
<tr>
<th>Code</th>
<th>Salaries and Benefits</th>
<th>Total Salaries and Benefits</th>
<th>Salary Schedule</th>
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<tr>
<td>S500</td>
<td>Teachers/Adjuncts: 100</td>
<td>1,030,163</td>
<td>1,030,163</td>
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<tr>
<td>S525</td>
<td>Teachers/Adjuncts: 200</td>
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<td>357,920</td>
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<tr>
<td>S650</td>
<td>Teachers/Adjuncts: 300</td>
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<td>823,267</td>
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<tr>
<td>S695</td>
<td>Teachers/Adjuncts: 400</td>
<td>73,265</td>
<td>73,265</td>
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<td>Total</td>
<td></td>
<td>1,316,515</td>
<td>1,316,515</td>
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</table>

### Instructional Equipment (IN 505)

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<tr>
<th>Code</th>
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<tbody>
<tr>
<td>IN 505</td>
<td>Instructional Equipment: 100</td>
<td>28,269</td>
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<tr>
<td>IN 505</td>
<td>Instructional Equipment: 200</td>
<td>52,827</td>
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<tr>
<td>IN 505</td>
<td>Instructional Equipment: 300</td>
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<td>IN 505</td>
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<td>76,500</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>216,628</td>
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### Total Expenditure

<table>
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<tr>
<th>Code</th>
<th>Total Expenditure</th>
<th>Total Expenditure</th>
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<tr>
<td>CS 100</td>
<td>Total Expenditure: 100</td>
<td>284,972</td>
</tr>
<tr>
<td>CS 100</td>
<td>Total Expenditure: 200</td>
<td>267,373</td>
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<tr>
<td>CS 100</td>
<td>Total Expenditure: 300</td>
<td>216,628</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>768,973</td>
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### Total Expenditure Summary

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<th>Total Expenditure Summary</th>
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</thead>
<tbody>
<tr>
<td>Administration (CS 200)</td>
<td>Administration (CS 200)</td>
<td>116,769</td>
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<tr>
<td>Total</td>
<td>Total</td>
<td>116,769</td>
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### Total Expenditure Summary

<table>
<thead>
<tr>
<th>Code</th>
<th>Total Expenditure Summary</th>
<th>Total Expenditure Summary</th>
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<tbody>
<tr>
<td>Health Services (CS 310)</td>
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<tr>
<td>Total</td>
<td>Total</td>
<td>3,050</td>
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### Operating Expenses

<table>
<thead>
<tr>
<th>Code</th>
<th>Operating Expenses</th>
<th>Operating Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation</td>
<td>Transportation</td>
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<tr>
<td>Administrative</td>
<td>Administrative</td>
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</tr>
<tr>
<td>Total</td>
<td>Total</td>
<td>7,126</td>
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</tbody>
</table>

### Operating Budget by Distance Costs

<table>
<thead>
<tr>
<th>Code</th>
<th>Operating Budget by Distance Costs</th>
<th>Operating Budget by Distance Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distance</td>
<td>Operating Budget by Distance Costs</td>
<td>Operating Budget by Distance Costs</td>
</tr>
<tr>
<td>Local Aid</td>
<td>Distance: 2021-22</td>
<td>Distance: 2021-23</td>
</tr>
<tr>
<td>Total Distance</td>
<td></td>
<td></td>
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</table>
Schedule of Start-up Costs
In 2020-2021 FY (First year of Operations)
(Included with other costs shown on 2020-21 Budget.)

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Coding</th>
<th>Amount</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase of Mountain Home School Resource Center curriculum, furniture &amp; equipment</td>
<td>1000-4400</td>
<td>30,000.00</td>
<td>Actual cost calculated after evaluation of market value of equipment. (Estimate, amount may change)</td>
</tr>
<tr>
<td>Purchase of Glacier Resource Center curriculum, furniture &amp; equipment</td>
<td>1000-4400</td>
<td>20,000.00</td>
<td>Actual cost calculated after evaluation of market value of equipment. (Estimate, amount may change)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>50,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

Note: This is a current Resource Center, so most of the usual start up costs are not applicable.
We will be remaining at the same location and using the same equipment and furniture, etc.
## Endeavor Charter School
### Operating Budget w/Startup Costs
#### 2020-21/Year 1

<table>
<thead>
<tr>
<th>Revenue</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>State Aid Block Grant (LCFF)</td>
<td>2,045,781.00</td>
</tr>
<tr>
<td>Education Protection Account &quot;GRA&quot; (LCFF)</td>
<td>49,784.00</td>
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<tr>
<td>In Lieu Prop Tax (LCFF)</td>
<td>243,187.11</td>
</tr>
<tr>
<td>Lottery (Instructional Materials)</td>
<td>-</td>
</tr>
<tr>
<td>Lottery (General Instruction)</td>
<td>-</td>
</tr>
<tr>
<td>Maintenance Block Grant</td>
<td>-</td>
</tr>
<tr>
<td>One-time Funding</td>
<td>-</td>
</tr>
<tr>
<td>Food Service AB 1871</td>
<td>-</td>
</tr>
<tr>
<td>Interest</td>
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<td>SPED Revenue</td>
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<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>2,512,741</strong></td>
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</tbody>
</table>

### Expense

#### Salaries and Benefits
- Salaries-Certified: 1,035,961
- Salaries-Classified: 187,390
- Benefits-Certified: 401,587
- Benefits-Classified: 72,365
  **Total Salary & Benefits:** 1,716,603

#### Instructional (Func. 1000)
- Textbooks and Core Curricula: 21,100
- Books & Reference Materials: 52,617
- Instructional Supplies ($5000): 85,122
- Instructional Equipment ($500-54999): 75,830
- Travel & Conference: 10,385
- Contracted Services: 39,121
- Communications: 4,768
- Equipment: 5,000
  **Total Function 1000:** 294,073

#### Building (Func. 8100)
- Supplies, Building: 8,665
- Equipment ($500-54999): 5,127
- Operations/Housekeeping: 16,747
- Rentals, Leases & Repairs: 130,200
- Contracted Services: 2,960
- Equipment: -
  **Total Function 8100:** 165,169

#### Administrative (Func. 2700)
- Admin. Supplies: 9,520
- Admin. Equipment: 3,893
- Conference & Travel: 10,395
- Membership Fees: 932
- Contracted Services: 17,660
- MCOE Business Services Fee (Site): 57,259
- Communications: 6,822
- Equipment: -
  **Total Function 2700:** 105,021

#### Health Services (Func. 3140)
- Contracted Services: 8,753
- Food Service AB 1871 (Func. 3701): 5,831
- **Total Function 7000:** 52,207

#### Special Education
- SPED Costs (not including payroll): 173,154
  **Total Expense:** 2,529,648
  **Revenue Less Expenses:** (16,908)

### Endeavor Charter School
#### Planning Budget
#### 2021-22 / Year 2

<table>
<thead>
<tr>
<th>Revenue</th>
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</thead>
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<tr>
<td>Lottery (Instructional Materials)</td>
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<tr>
<td>Lottery (General Instruction)</td>
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<td>One-time Funding</td>
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<tr>
<td>Food Service AB 1871</td>
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<tr>
<td>Interest</td>
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<td>SPED Revenue</td>
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### Expense

#### Salaries and Benefits
- Salaries-Certified: 1,066,192
- Salaries-Classified: 194,424
- Benefits-Certified: 409,586
- Benefits-Classified: 77,155
  **Total Salary & Benefits:** 1,747,556

#### Instructional (Func. 1000)
- Textbooks and Core Curricula: 21,498
- Books & Reference Materials: 18,602
- Instructional Supplies ($5000): 89,228
- Instructional Equipment ($500-54999): 27,336
- Travel & Conference: 10,591
- Contracted Services: 39,860
- Communications: 4,858
- Equipment: 5,100
  **Total Function 1000:** 256,073

#### Building (Func. 8100)
- Supplies, Building: 8,767
- Equipment ($500-54999): 3,176
- Operations/Housekeeping: 15,325
- Rentals, Leases & Repairs: 138,924
- Contracted Services: 2,950
- Equipment: -
  **Total Function 8100:** 166,442

#### Administrative (Func. 2700)
- Admin. Supplies: 9,700
- Admin. Equipment: 1,923
- Conference & Travel: 10,591
- Membership Fees: 590
- Contracted Services: 17,893
- MCOE Business Services Fee (Site): 58,902
- Communications: 6,641
- Equipment: -
  **Total Function 2700:** 106,566

#### Health Services (Func. 3140)
- Contracted Services: 8,518
- Food Service: 7,467
  **Total Function 7000:** 66,664

#### Special Education
- SPED Costs (not including payroll): 172,421
  **Total Expense:** 2,525,476
  **Revenue Less Expenses:** 164,398
## Endeavor Charter School
### Planning Budget 2022-23/Year 3

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<tr>
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<tr>
<td>Lottery (Instructional Materials)</td>
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<tr>
<td>Lottery (General Instruction)</td>
<td>38,085</td>
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<tr>
<td>Mandate Block Grant</td>
<td>5,667</td>
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<tr>
<td>One-time Funding</td>
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</tr>
<tr>
<td>Food Service AB 1871</td>
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</tr>
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<td>Interest</td>
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<td>SPED Revenue</td>
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<td><strong>Total Revenue</strong></td>
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### Expense
#### Salaries and Benefits
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<td>Benefits-Certified</td>
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<td>Benefits-Classified</td>
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#### Instructional (Func. 1000)
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Textbooks and Core Curricula</td>
<td>21,896</td>
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<td>Books &amp; Reference Materials</td>
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<td>Instructional Supplies ($500)</td>
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<tr>
<td>Travel &amp; Conference</td>
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<td>Communications</td>
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<td>Equipment</td>
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#### Building (Func. 8100)
<table>
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<th>Category</th>
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</thead>
<tbody>
<tr>
<td>Supplies, Building</td>
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<td>Equipment ($500-$4999)</td>
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<td>Rentals, Leases &amp; Repairs</td>
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<td>Contracted Services</td>
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<td>Equipment</td>
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#### Facilities Construct (Func. 8500)
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Site Improvement</td>
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<tr>
<td>Building Purchase</td>
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<td><strong>Total Function 8500</strong></td>
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#### Administrative (Func. 2700)
<table>
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<tr>
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<tr>
<td>Admin. Supplies</td>
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<td>Admin. Equipment</td>
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<tr>
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<td>Membership Fees</td>
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#### Health Services (Func. 3140)
<table>
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<tbody>
<tr>
<td>Contracted Services</td>
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<td>Food Service</td>
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<tr>
<td>Administration (Func. 7000)</td>
<td>7,412</td>
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<tr>
<td>Contracted Services - Auditors</td>
<td>9,083</td>
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<tr>
<td>Dues/Membership</td>
<td>1,561</td>
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<tr>
<td>Insurance</td>
<td>7,070</td>
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<tr>
<td>FUSD Oversight Fee</td>
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<tr>
<td>NCCOE Business Services Fee (General)</td>
<td>26,042</td>
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<td><strong>Total Function 7003</strong></td>
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#### Special Education
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>SPED Costs (not including payroll)</td>
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<tr>
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### Revenue Less Expenses
<table>
<thead>
<tr>
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<th>Amount</th>
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<tbody>
<tr>
<td>Revenue</td>
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<td>Less Expenses</td>
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<td><strong>Total Revenue Less Expenses</strong></td>
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## Endeavor Charter School
### Planning Budget 2023-24/Year 4

<table>
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<th>Revenue</th>
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<tr>
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<tr>
<td>Education Protection Account &quot;EPA&quot; (LCFF)</td>
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<tr>
<td>In Lieu Prop Tax (LCFF)</td>
<td>243,187</td>
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<tr>
<td>Lottery (Instructional Materials)</td>
<td>13,442</td>
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<tr>
<td>Lottery (General Instruction)</td>
<td>38,085</td>
</tr>
<tr>
<td>Mandate Block Grant</td>
<td>5,667</td>
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<tr>
<td>One-time Funding</td>
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<tr>
<td>Food Service AB 1871</td>
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<tr>
<td>Interest</td>
<td>1,300</td>
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<td>SPED Revenue</td>
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<td><strong>Total Revenue</strong></td>
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### Expense
#### Salaries and Benefits
<table>
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</thead>
<tbody>
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#### Instructional (Func. 1000)
<table>
<thead>
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<th>Amount</th>
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<tbody>
<tr>
<td>Textbooks and Core Curricula</td>
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<td>Books &amp; Reference Materials</td>
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</tr>
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<td>Instructional Supplies ($500)</td>
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<tr>
<td>Instructional Equipment ($500-$4999)</td>
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<td>Travel &amp; Conference</td>
<td>10,988</td>
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<td>Contracted Services</td>
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<td>Equipment</td>
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#### Building (Func. 8100)
<table>
<thead>
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<th>Category</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Supplies, Building</td>
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<td>Equipment</td>
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#### Facilities Construct (Func. 8500)
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<tbody>
<tr>
<td>Site Improvement</td>
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<tr>
<td>Building Purchase</td>
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<td><strong>Total Function 8500</strong></td>
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#### Administrative (Func. 2700)
<table>
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<tbody>
<tr>
<td>Admin. Supplies</td>
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<td>Admin. Equipment</td>
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<td>Conference &amp; Travel</td>
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<td>Membership Fees</td>
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<td>Contracted Services</td>
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<td>NCCOE Business Services Fee (Site)</td>
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<td>Equipment</td>
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<td><strong>Total Function 2700</strong></td>
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#### Health Services (Func. 3140)
<table>
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<tr>
<td>Contracted Services</td>
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<td>Food Service</td>
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<td>Administration (Func. 7000)</td>
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<td>Contracted Services - Auditors</td>
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</tr>
<tr>
<td>Dues/Membership</td>
<td>3,592</td>
</tr>
<tr>
<td>Insurance</td>
<td>7,211</td>
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<tr>
<td>FUSD Oversight Fee</td>
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</tr>
<tr>
<td>NCCOE Business Services Fee (General)</td>
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<tr>
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#### Special Education
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPED Costs (not including payroll)</td>
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<tr>
<td><strong>Total Expense</strong></td>
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### Revenue Less Expenses
<table>
<thead>
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<th>Amount</th>
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<tbody>
<tr>
<td>Revenue</td>
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<td>Less Expenses</td>
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## Endevor Charter School
### Planning Budget
#### 2024-25/Year 5

### Revenue

<table>
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<tbody>
<tr>
<td>State Aid Block Grant (LCFF)</td>
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<td>Education Protection Account “EPA” (LCFF)</td>
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<tr>
<td>In Lieu Prep Tax (LCFF)</td>
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</tr>
<tr>
<td>Lottery (Instructional Materials)</td>
<td>13,442</td>
</tr>
<tr>
<td>Lottery (General Instruction)</td>
<td>38,085</td>
</tr>
<tr>
<td>Mandate Block Grant</td>
<td>5,567</td>
</tr>
<tr>
<td>One-Time Funding</td>
<td>-</td>
</tr>
<tr>
<td>Food Service AB 1871</td>
<td>-</td>
</tr>
<tr>
<td>Interest</td>
<td>1,400</td>
</tr>
<tr>
<td>SPED Revenue</td>
<td>172,988</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>2,791,054</strong></td>
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### Expense

#### Salaries and Benefits

<table>
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<tr>
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<th>Amount</th>
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</thead>
<tbody>
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<td>Salaries-Classified</td>
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<td>Benefits-Classified</td>
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<tr>
<td><strong>Total Salary &amp; Benefits</strong></td>
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#### Instructional (Func. 1000)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Textbooks and Core Curricula</td>
<td>22,693</td>
</tr>
<tr>
<td>Books &amp; Reference Materials</td>
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</tr>
<tr>
<td>Instructional Supplies ($5000)</td>
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<td>Instructional Equipment ($500-5499)</td>
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<td>Travel &amp; Conference</td>
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<tr>
<td>Contracted Services</td>
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<tr>
<td>Communications</td>
<td>5,128</td>
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<td>Equipment</td>
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<tr>
<td><strong>Total Function 1000</strong></td>
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#### Building (Func. 8100)

<table>
<thead>
<tr>
<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Supplies, Building</td>
<td>9,254</td>
</tr>
<tr>
<td>Equipment ($500 ($9999))</td>
<td>3,253</td>
</tr>
<tr>
<td>Operations/Housekeeping</td>
<td>15,860</td>
</tr>
<tr>
<td>Rentals, Leases &amp; Repairs</td>
<td>147,427</td>
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<tr>
<td>Contracted Services</td>
<td>2,706</td>
</tr>
<tr>
<td>Equipment</td>
<td>5,412</td>
</tr>
<tr>
<td><strong>Total Function 8100</strong></td>
<td>178,600</td>
</tr>
</tbody>
</table>

#### Facilities Construction (Func. 8100)

<table>
<thead>
<tr>
<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Site Improvement</td>
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</tr>
<tr>
<td>Building Purchase</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Function 8100</strong></td>
<td>-</td>
</tr>
</tbody>
</table>

#### Administrative (Func. 2700)

<table>
<thead>
<tr>
<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Admin. Supplies</td>
<td>10,239</td>
</tr>
<tr>
<td>Admin. Equipment</td>
<td>2,036</td>
</tr>
<tr>
<td>Conference &amp; Travel</td>
<td>11,180</td>
</tr>
<tr>
<td>Membership Fees</td>
<td>1,002</td>
</tr>
<tr>
<td>Contracted Services</td>
<td>18,992</td>
</tr>
<tr>
<td>MCOE Business Services Fee (Site)</td>
<td>62,207</td>
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<tr>
<td>Communications</td>
<td>6,799</td>
</tr>
<tr>
<td>Equipment</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Function 2700</strong></td>
<td>212,955</td>
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#### Health Services (Func. 3140)

<table>
<thead>
<tr>
<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Contracted Services</td>
<td>9,056</td>
</tr>
<tr>
<td><strong>Food Service AB 1871 (Func. 3700)</strong></td>
<td>7,711</td>
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<tr>
<td><strong>Administrative (Func. 2700)</strong></td>
<td>2,874</td>
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<table>
<thead>
<tr>
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<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Contracted Services - Auditors</td>
<td>9,144</td>
</tr>
<tr>
<td>Dues/Membership</td>
<td>1,592</td>
</tr>
<tr>
<td>Insurance</td>
<td>7,355</td>
</tr>
<tr>
<td>FUSD Oversight Fee</td>
<td>25,595</td>
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<td>MCOE Business Services Fee (General)</td>
<td>26,874</td>
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<td><strong>Total Function 7000</strong></td>
<td><strong>70,820</strong></td>
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#### Special Education

<table>
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</thead>
<tbody>
<tr>
<td>SPED Costs (not including payroll)</td>
<td>174,638</td>
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<tr>
<td><strong>Total Expense</strong></td>
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### Revenue Less Expenses

<table>
<thead>
<tr>
<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue Less Expenses</strong></td>
<td><strong>167,052</strong></td>
</tr>
</tbody>
</table>

Endeavor Charter School
Page | 194
# Endeavor Charter School

## Projected Revenue Less Expense and Accumulated Reserves

<table>
<thead>
<tr>
<th></th>
<th>Revenue Less Expense</th>
<th>Accumulated Reserves</th>
<th>As A Percentage of Budgeted Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>End of Year One</td>
<td>(16,908)</td>
<td>(16,908)</td>
<td>-0.67%</td>
</tr>
<tr>
<td>End of Year Two</td>
<td>161,358</td>
<td>144,490</td>
<td>5.72%</td>
</tr>
<tr>
<td>End of Year Three</td>
<td>152,479</td>
<td>296,969</td>
<td>11.60%</td>
</tr>
<tr>
<td>End of Year Four</td>
<td>201,577</td>
<td>498,546</td>
<td>19.25%</td>
</tr>
<tr>
<td>End of Year Five</td>
<td>167,042</td>
<td>665,589</td>
<td>25.37%</td>
</tr>
</tbody>
</table>

*Includes accrued revenue as of end of year

**Notes:**

Revenue Less Expense figures are those noted for each year on the respective year’s budget.

Accumulated Reserves are the total of each budget year’s Revenue Less Expense amount added to the previous Revenue Less Expense amounts up through that respective budget year.

Percentage of Budgeted Expenditures is the Accumulated Reserves divided by the budgeted expenditures for that particular budget year.
Endeavor Charter School

DETAILED BUDGET NARRATIVE

FY 2020/21 through 2024/25

Overview

It is important to understand the background of Endeavor Charter School in order to get a proper understanding of the budget. Endeavor Charter School is best understood as a resource center becoming a stand-alone charter school. We expect that the great majority of our students will make the transition. Therefore, it stands to reason that rather than budgeting for a brand new start-up operation utilizing the method that that scenario entails, one should rather utilize a combination of historical costs analysis and case by case projections to create the budget.

Methods Utilized for Revenue Estimates

FCMAT’s LCFF Calculator Version 20.2c (issued on 8/28/19) was used for all Local Control Funding Formula (LCFF) funding sources. These funding sources are the State Aid Block Grant, the Education Protection Account (EPA), and In Lieu Property Taxes. It should be noted that the In-Lieu Property Taxes were calculated based upon FUSD 18-19 per ADA amount and this value was input into the LCFF Calculator. This amount was used in deriving the total amount of the LCFF revenue estimates.

The annual per ADA rate used for Proposition 20 Lottery funding was $54, while a per ADA rate of $153 was used for Non-Proposition 20 Lottery Funding (based upon CDE’s recommendation.) Mandate Block Grant funding was estimated based upon the most recent state budget estimate of $16.86/ADA for K-8 and $46.87/ADA for 9-12. Please note this rate is substantially lower than district rates. Charter schools are not eligible for Mandate Block Grant funding in the first year of operations. Funding begins in the 2nd year of operations and is based upon the prior year’s P-2 ADA. Charter schools are eligible for Lottery funding beginning in the first year of operations. However, payment (based upon P-Annual from the first operational year) does not occur until the second year of operation. The amount due for the first year is paid in December of the second year, along with the amount due for the first quarter of the second year. This means the charter receives both the first and second year of operations lottery funding in the second year of operations.

Interest income will be minimal and was projected at approximately $1000 to $1400 per year.

Special Education Funding was estimated at a “per ADA” rate of $694.96 multiplied by the ADA projection for each budget year. $694.96 was the amount of the allocation of the “per ADA” rate utilized by the Fresno County Charter SELPA for the 19-20 fiscal year.

Please see Budget Appendix A - Revenue Projection Schedule for information regarding enrollment projections, ADA estimates, In Lieu Property Taxes and other items.
Methods Utilized for Cost Projections

When deciding how best to estimate costs for a budget, it is important to understand the nature of each type of cost. This is necessary in order to ascertain the factors that influence the incidence and magnitude of those costs. Some costs are variable and increase or decrease in proportion to the volume of activity or use. Others are fixed and don’t necessarily fluctuate in accordance with the volume of activity of the organization. Fixed costs are those costs you would generally incur whether you serve 200 students or 300 students, for example. Some costs have attributes of both variable and fixed, although they tend to be more subject to one these attributes over the other. For these types of cost, it is important to do an analysis to decide how best to proceed.

Since, as discussed above, Endeavor Charter School is best understood as a conversion of an ongoing school, it seems appropriate to utilize historical data to project variable costs into future years. (This method is appropriate only for categories of expense with variable costs that are regularly recurring and are driven primarily by factors such as the number of students utilizing those materials or services.) The use of historical data was accomplished in the following way. An analysis was done to calculate the average expenditures for these categories of cost. (This analysis included making adjustments for extraordinary, non-recurring items.) This was done for FY 2015/16, 2016/17, 2017/18 and 2018/19. The resulting average cost was then divided by the average ADA (average daily attendance) over that same period. The result was; the average costs divided by average ADA for the 4-year time period. This cost I’ll name “Cost per ADA” was then multiplied by the Projected ADA for each of the budget years in this projection. In order to take inflation into account, the result was then inflated by 2% per year. When this method was utilized, a notation will signify the “Cost per ADA plus inflation” method was used for the item being discussed.

When a fixed cost is addressed (or a cost where historical data is not expected to correlate closely to future circumstances) a method whereby each element of cost is estimated independently, using a methodology appropriate to that cost type was used.

The following costs are considered variable:

- Salaries and Benefits
- Textbooks and Core Curricula
- Books and Reference Materials
- Supplies
- Equipment (Consumable less than $500 per item)
- Conference/Travel
- Communications
- Membership Fees Function Code: 7000 Object Code: 5300
- Contracted Services – Instructional Function Code: 1000 Object Code: 5800 – These are recurring Instruction related costs.
• Contracted Services – Site Administration Function Code: 2700 Object Code: 5800 – These are recurring general Administration costs other than Auditors, Oversight and Business Services costs.

• Contracted Services – General Administration – GVUSD Oversight Fee Function Code: 7000 Object Code: 5800 – This fee is coded 100% to General Administration (Function 7000)

• Contracted Services – Site Administration – MCOE Business Services Fee Function Code: 2700 Object Code: 5800 This is where the Site Administration portion of the Business Service Fee is coded. Per CSAM it is coded 70% Site Administration/30% General Administration

• Contracted Services – General Administration – MCOE Business Services Fee Function Code: 7000 Object Code: 5800 This is where the General Administration portion of the Business Service Fee is coded. Per CSAM it is coded 70% Site Administration/30% General Administration

The following costs are considered fixed:

• Insurance Costs Function Code: 7000 Object Code: 5400

• Equipment (Cost over $5000) Object Code: 6400 Movable personal property with an estimated useful life of over 1 year and a value greater than $5000

• Rentals, Leases, and Repairs Building Function Code: 8100 Object Code: 5600

• Contracted Services – Building Function Code: 8100 Object Code: 5800

• Contracted Services – General Administration - Auditors Function Code: 7000 Object Code: 5800

Allocation of Shared Costs

There are some costs mentioned above that are shared among all of the schools that Western Sierra Charter Schools will be operating. Endeavor Charter School will be the third school along with Mountain Home School Charter and Glacier High School Charter.

The budgeted costs that are considered Shared Costs (to be allocated to all three schools) are:

• Personnel costs related to
  Executive Director
  Chief Business Officer
  Special Education Coordinator
  Counselor
  Administrative Staff

• Travel and Conference costs related to the personnel noted above.

• Umbrella Insurance Policy

• Business Services Costs

• Other general administrative costs

The allocation of shared costs to each of these schools will be based upon the projected enrollment of each particular school as a proportion of the projected total enrollment of all of the schools combined. The assumption used to project the enrollment for Endeavor Charter School is our current Fresno location enrollment plus the waiting list (created by the legally required in-county/out-of-county
resource center cap) with no growth for the 5-year period. This is a conservative estimate based upon current data. Within this projection scenario, the enrollment for Mountain Home School Charter and Glacier High School Charter will remain flat. The current enrollment applicable to the Mountain Home School Charter Fresno Resource Center in the 2019-20 Fiscal Year is 180 while Glacier High School Charter’s ADA is 50 (230 combined). The waiting list for both of these school’s resource center’s combined is 24. So the projected enrollment figure is 230 + 24 = 254 (The ADA projection is 248.92, which is derived by multiplying 254 by our historical ADA to Enrollment Ratio of .98.) Since these populations will be the core of the newly created school, this figure is used as the basis for the rates discussed above. The projected ADA for each of the schools over the five-year period is:

2020-21 through 2024-25 (Total Combined ADA 530.18/Enrollment 541)

47.0% Endeavor Charter School (ADA 248.92/Enrollment 254)

38.1% Mountain Home School Charter (ADA 201.88/Enrollment 206)

15.0% Glacier High School Charter (ADA 79.38/Enrollment 81)

Description of Costs by Category

1. **Salaries** ($1,239,351 for 20/21, $1,260,616 for 21/22, $1,275,664 for 22/23, $1,285,485 for 23/24, and $1,306,303 for 24/25)

   a. **Certificated Staff** ($1,051,961 for 20/21, $1,066,192 for 21/22, $1,077,341 for 22/23, $1,083,139 for 23/24, and $1,098,005 for 24/25)

      i) Advising Teachers - Full-time:

         (1) 20/21 – 9 Full-time, Average Salary - $62,197

         (2) 21/22 - 9 Full-time, Average Salary - $63,514

         (3) 22/23 – 9 Full-time, Average Salary - $64,480

         (4) 23/24 – 9 Full-time, Average Salary - $65,124

         (5) 24/25 – 9 Full-time, Average Salary - $65,610

      ii) Advising Teachers - Part-time:

         (1) 20/21 – 3 Part-time, Average Salary - $39,954

         (2) 21/22 - 3 Part-time, Average Salary - $40,244

         (3) 22/23 – 3 Part-time, Average Salary - $40,540

         (4) 23/24 – 3 Part-time, Average Salary - $40,540

         (5) 24/25 – 3 Part-time, Average Salary - $40,540

      iii) Adjunct Teachers – Part-time:

         (1) 20/21 – 24/25 – 3 Part-time $35 per hour, approximately $25,757 per year for all 3

   iv) **Site Co-Principal Full-time**: 1 Salary:

      (1) From $102,198 in 20/21 to $105,265 in 24/25
v) Site Co-Principal Part-time: 1 (FTE .7) Salary:
   (1) From $72,414 in 20/21 to $74,587 in 24/25

vi) SPED Coordinator Full-time: Split with other WSCS schools. Allocation as noted above. Total Salary from $80,315 in 20/21 to $89,475 in 24/25. Amount allocated to Endeavor:
   (1) From $37,708 in 20/21 to $42,009 in 24/25

vii) Executive Director Full-time: Split with other WSCS schools. Allocation as noted above. Total Salary from $164,178 in 20/21 to $169,103 in 24/25. Amount allocated to Endeavor:
    (1) $77,082 in 20/21 to $79,394 in 24/25

viii) Counselor Full-time: Split with other WSCS schools. Allocation as noted above. Total Salary $88,119 in 20/21 to $90,762 in 24/25. Amount allocated to Endeavor:
     (1) $38,739 in 20/21 to $39,901 in 24/25


i) Teacher Assistants - Part-time: 4 with an average hourly rate of $30 for the period 20/21 through 24/25

ii) Office Administrator: 1 with a salary of:
   (1) From $46,837 in 20/21 to $52,716 in 24/25

iii) Office Clerk: 1 Part-time with an annual cost of:
     (1) From $3,675 in 20/21 to $3,938 in 24/25.

iv) Administrative Assistants: 2, both split with other WSCS schools per allocation noted above. Combined from $100,568 in 20/21 to $113,190 in 24/25. Amount allocated to Endeavor:
   (1) From $20,541 in 20/21 to $23,119 in 24/25. Different allocation do to site specific work

v) Chief Business Officer Full-time: Split with other WSCS schools per allocation noted above. Total Salary $135,324 in 20/21 to $145,951 in 24/25. Amount allocated to Endeavor:
   (1) From $63,535 in 20/21 to $68,524 in 24/25

vi) Information Technology 1 Part-time: Split with other WSCS schools. Total Salary cost $39,238 in 20/21 to $40,415 in 24/25. Amount allocated to Endeavor:
     (1) From $18,422 in 20/21 to $18,995 in 24/25.

   i) State Teachers Retirement System (STRS): (Per published rate schedule.)
      (1) 20/21 - 19.10%
      (2) 21/22 - 18.30%
      (3) 22/23 - 18.30%
      (4) 23/24 - 18.30%
      (5) 24/25 - 18.30%
   ii) Social Security (if applicable): 6.2% for each year
   iii) Medicare: 1.45% for each year
   iv) Unemployment Insurance: .05% for each year
   v) Worker’s Compensation: .82% for each year
   vi) Group Medical Insurance: $13,000 per year per full-time staff member prorated for each year

b. **Classified Staff** ($73,265 for 20/21, $77,155 for 21/22, $79,391 for 22/23, $81,544 for 23/24, and $83,857 for 24/25)
   i) Public Employees Retirement System (PERS): (Per published schedule.)
      (1) 20/21 - 23.60%
      (2) 21/22 – 24.90%
      (3) 22/23 - 25.70%
      (4) 23/24 – 26.40%
      (5) 24/25 – 26.60%
   ii) Social Security (if applicable): 6.2% for each year
   iii) Medicare: 1.45% for each year
   iv) Unemployment Insurance: .05% for each year
   v) Worker’s Compensation: .82% for each year
   vi) Group Medical Insurance: $13,000 per year per full-time staff member prorated for each year

3. **Instructional Costs-Function 1000** (See Budget Overview for specific figures)

   The “Cost per ADA plus inflation method”, discussed on page 2, was used for the following cost categories:

   a. Textbooks and Core Curricula Object Code: 4100 Approved textbooks and core curricula.
   c. Instructional Supplies (Cost less than $500 per Unit) Object Code: 4300 Consumable materials and supplies.
d. Instructional Equipment (Cost $500 - $4900) Object Code: 4400 Non-capitalized equipment includes startup costs of $50,000 for the purchase of curriculum, furniture and equipment from Mountain Home School and Glacier High School Charters.

e. Travel and Conference Object Code: 5200 Conference fees and related travel expenses.

f. Contracted Services Object Code: 5800 Services rendered by personnel who are not employees.

g. Communications Object Code: 5900 Costs of telephone/internet/mail and other methods of communication.

The budgeting method for the following item was based upon estimating the particular costs expected to be incurred for large equipment costs.

h. Equipment (Cost over $5000) Object Code: 6400 Movable personal property with an estimated useful life of over 1 year and a value greater than $5000. This projection anticipates one large purchase per year with costs increasing with inflation.

4. Building Related Costs-Function 8100 (See Budget Overview for specific figures)

For costs related to function 8100 the “Cost per ADA plus inflation” method was used. (Adjustments to this method are noted.) This applies to the following categories of cost:

a. Supplies Building (Cost less than $500 per Unit) Object Code: 4300 Consumable materials and supplies.

b. Equipment Building (Cost $500 - $4900) Object Code: 4400 Non-capitalized equipment.

c. Operations/Housekeeping Object Code: 5500 Water, heating, power, light, pest control, etc.

The budgeting method for each of the following items is noted individually.

d. Rentals, Leases, and Repairs Object Code: 5600 Rent/Leases paid and non-capitalized repairs. We intend to stay in our current facility of approximately 8000 square feet. We currently are on a month to month lease. Because of this we have projected an increase in rent of 2% per year to cover any possible increases that may result from a renegotiation of the lease which is anticipated.

e. Contracted Services Object Code: 5800 Services rendered by personnel who are not employees

f. Equipment (Cost over $5000) Object Code: 6400 Movable personal property with an estimated useful life of over 1 year and a value greater than $5000. A purchase of $5000 is projected in 2023/24.

5. Facilities Construction - Function 8500 (Total $0)

Our intention is to lease a facility therefore there are no costs in this category

6. Administrative Costs (Site Administration) - Function 2700 (See Budget Overview for specific figures.)
For costs related to function 2700 the “Cost per ADA plus inflation” method was used. (Adjustments to this method are noted.) This applies to the following categories of cost:

a. Supplies Site Administration (Cost less than $500 per Unit) Object Code: 4300 Consumable materials and supplies.
b. Equipment Site Administration (Cost $500 - $4900) Object Code: 4400 Non-capitalized equipment.
c. Conference and Travel Object Code: 5200
d. Membership Fees Object Code: 5300 Membership fees for Charter School or employees.
e. Contracted Services Object Code: 5800 Services rendered by personnel who are not employees. Not including the MCOE Business Service Fee noted below under Object Code 5800.

The budgeting method for each of the following items is noted individually.

f. Contracted Services MCOE Business Service Fee Object Code: 5800 MCOE is split out here due to its organizational importance. These costs are projected at 3.5% of LCFF revenue multiplied by 70% (this represents the Function 2700 portion of these costs).
g. Communications Object Code: 5900 Costs of telephone/internet/mail and other methods of communication. Used the “Average Per ADA plus inflation method” discussed above.
h. Equipment (Cost over $5000) Object Code: 6400 Movable personal property with an estimated useful life of over 1 year and a value greater than $5000. None are anticipated at this time.

7. **Health Services – Function 3140 – Contracted Services** (See Budget Overview for specific figures.)

   a. Used the “Average Per ADA plus inflation method” discussed above. These are nurse costs.

8. **Food Service – Function 4700** (See Budget Overview for specific figures.)

   a. This cost is a new cost required in 19/20 by law AB 1871. The cost estimation method is illustrated on the Revenue Projection Schedule.

9. **Administrative Cost - Function 7000 – General Administration** (See Budget Overview for specific figures.)

   a. Contracted Services – Auditors. Used the “Average Per ADA plus inflation method” discussed above.
   b. Dues/Memberships – Estimated $1500 for General Administrative portion of cost plus inflation thereafter.
   c. Insurance - Used the “Average Per ADA plus inflation method” discussed above.
d. FUSD Oversight Fee Object Code 5800 - This is based upon 1% of projected LCFF Revenues per year.

e. Contracted Services - MCOE Business Service Fee Object Code: 5800 MCOE is split out here due to its organizational importance. These costs are Projected at 3.5% of LCFF revenue multiplied by 30% (this represents the Function 7000 portion of these costs).

10. Special Education - Function 7141

<table>
<thead>
<tr>
<th></th>
<th>2020-21</th>
<th>2021-22</th>
<th>2022-23</th>
<th>2023-24</th>
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<td></td>
<td>Amount</td>
<td>Amount</td>
<td>Amount</td>
<td>Amount</td>
<td>Notes</td>
</tr>
<tr>
<td>Certificated Salaries</td>
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<td>$ 62,804</td>
<td>$ 64,373</td>
<td>$ 64,373</td>
<td>$65,597</td>
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<tr>
<td>Classified Salaries</td>
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<td>$ 1,422</td>
<td>$ 1,460</td>
<td>$ 1,499</td>
<td>$ 1,544</td>
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<tr>
<td>Employer-paid Benefits</td>
<td>$ 24,708</td>
<td>$ 24,532</td>
<td>$ 24,860</td>
<td>$ 24,578</td>
<td>$ 25,045</td>
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<tr>
<td>Books and Supplies</td>
<td>$ 45,000</td>
<td>$ 41,000</td>
<td>$ 39,000</td>
<td>$ 37,000</td>
<td>$ 35,000</td>
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<tr>
<td>Services and Operating Expenses</td>
<td>$ 42,738</td>
<td>$ 43,672</td>
<td>$ 44,855</td>
<td>$ 46,071</td>
<td>$ 47,653</td>
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<tr>
<td>Capital Outlay</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$173,134</td>
<td>$173,331</td>
<td>$174,548</td>
<td>$173,521</td>
<td>$174,838</td>
</tr>
</tbody>
</table>

Charter SELPA Allocation $172,988 $172,988 $172,988 $172,988 $172,988
General Fund Contribution 0.1% 0.3% 0.5% 0.3% 0.9%
Sp Ed Pupil Count 19 19 19 19 19
Cost per Pupil Count $ 9,112 $ 9,128 $ 9,187 $ 9,133 $ 9,191


a. 20/21 - Revenue Less Expense totals (.67%) of Budgeted Expenditures.
b. 21/22 - Revenue Less Expense totals 6.39% of Budgeted Expenditures.
c. 22/23 - Revenue Less Expense totals 5.96% of Budgeted Expenditures.
d. 23/24 - Revenue Less Expense totals 7.78% of Budgeted Expenditures.
e. 24/25 - Revenue Less Expense totals 6.37% of Budgeted Expenditures.

12. Cash Flow Considerations – Inter-fund Transfer

Due to the funding timeline for new charter schools it is anticipated that an Inter-fund transfer coming into Endeavor Charter School of approximately $600,000 will be required in July of 2020. This transfer will come from both Mountain Home School Charter in the amount of $465,000 and Glacier High School Charter in the amount of $135,000. This amount has already been set aside for this purpose. The payback of this transfer is projected to occur as follows:
$200,000 in 22/23
$200,000 in 24/24
$200,000 in 25/26
A request for a Charter School Revolving Loan Program loan may occur during the charter term. While this option may be useful and may occur, it is not considered necessary at this time.
### Budget Narrative Appendix A - Revenue Projection Schedule

#### Revenue Categories

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
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<tbody>
<tr>
<td>State Aid (Basic Ed Fund) (SAFE)</td>
<td>$2,490,241</td>
<td>$2,595,311</td>
<td>$2,490,241</td>
<td>$2,595,311</td>
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#### General Fund Revenue

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#### General Fund Summary

- **Total Revenue:** $2,971,058 (2020-21) to $3,126,958 (2025-26)
- **Increase:** $155,900 (5.29%) from 2020-21 to 2025-26

---

### Fiscal Year Revenue Projections

**Projected Annual Revenue for Future Fiscal Years:**

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### Summary

**Endeavor Charter School**

**Page | 206**
### Endeavor Charter School

#### Cash Flow

**Year 1**

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<th>A. RECEIVABLES</th>
<th>B. REVENUE EARN SOURCES</th>
<th>C. EXPENDITURES</th>
<th>D. BALANCE SHEET ITEMS</th>
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<td>C. EXPENDITURES</td>
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#### Additional Notes

- **Endeavor Charter School**
- **Cash Flow**
- **Year 1**
- **July**
- **August**
- **September**
- **October**
- **November**
- **December**
- **January**
- **February**
- **March**
- **April**
- **May**
- **June**
- **Adjustments**
- **TOTAL**
- **BUDGET**

---

**Year Balance Sheet Flow**: 2,035,783

**2 Year Balance Sheet Flow**: 2,035,783

---

**Cost of Goods Sold**: 2,629,783

**Cost of Goods Sold**: 2,629,783

---

**Beginning Fund Balance**: 220,340

**Ending Fund Balance**: 220,340

---

**Net Cash Inflow**: 553,064

**Net Cash Inflow**: 553,064

---

**Net Cash Inflow**: 553,064

**Net Cash Inflow**: 553,064
## Cash Flow

### Year 2

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<th>June</th>
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<th>Adjustments</th>
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<th>BUDGET</th>
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### Additional Information

- **B. RECEIPTS**
  - Principal Appropriation - State Aid
  - Federal Revenue
  - Other State Revenue - Lottery
  - Other State Revenue - Mandates RC
  - Other Local Revenue - Food Service
  - Interfund Transfers In
  - Acquisitions

- **C. EXPENDITURES**
  - Certified Salaries
  - Classified Salaries
  - Employee Benefits
  - Food Services
  - Food Services (Including SPE)
  - Central Operation
  - Interest

- **D. BALANCE SHEET ITEMS**
  - Prior Year Revenue Accounts
  - Prior Year Expenditures Accounts
  - Acquisitions

- **E. ENDING CASH AND CASH EQUIVALENTS**
  - Beginning Cash
  -Ending Cash

- **G. ENDS WITH CASH AND CASH EQUIVALENTS**
  - Accruals and Adjustments
**Endeavor Charter School**

**Cash Flow**

**Year 3**

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<th>October</th>
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<th>June</th>
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**Endeavor Charter School**

**Page | 209**
### Endeavor Charter School
#### Cash Flow

**Year 4**

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### Endeavor Charter School

#### Cash Flow

**Year 5**

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<td>244,782</td>
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<td>344,783</td>
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<td>244,782</td>
</tr>
</tbody>
</table>

**A. BEGINNING CASH**

**B. RECEIPTS**

- **LOF Revenue Limit Sources**
  - Principal Rent - SRME ES
    - 13,840
  - Principal Rent - EPI
    - 24,760
- **Property Taxes**
  - 10,812
- **Line Property Taxes**
  - 10,812
- **Federal Revenue**
  - 24,760
- **Other State Revenue - Lottery**
  - 7,672
- **State Revenue - Statewide SG**
  - 7,672
- **Other Local Revenue - SFED**
  - 7,672
- **Interfund Transfers In**
  - 7,672
- **Other All Other Financing Sources**
  - 7,672

**TOTAL RECEIPTS**

- 137,759

**C. DISBURSEMENTS**

- **Certified Salaries**
  - 100,000
- **Employee Benefits**
  - 100,000
- **Bonds and Supplies**
  - 100,000
- **Food Expenditures**
  - 100,000
- **Services (Including SFED)**
  - 100,000
- **Capital Outlay**
  - 100,000
- **Other Outgo**
  - 100,000
- **Total Disbursements**
  - 100,000

**TOTAL DISBURSEMENTS**

- 160,000

**D. BALANCE SHEET ITEMS**

- **Prior Year Revenue Accruals**
  - 322,127
- **Prior Year Expenses Accruals**
  - 322,127
- **Prior Year Revenue Expenditures**
  - 322,127
- **Suspense Entries**
  - 322,127

**TOTAL BALANCE SHEET ITEMS**

- 322,127

**E. NET INCREASE/(DECREASE) (B-D)**

- 322,127

**F. ENDING CASH (A+E)**

- 451,736

**G. ACCRUALS AND ADJUSTMENTS**

- 655,539

**Year-to-date Cash Flow**

- 2,720,944

**5-Year Projected Cash Flow**

- 655,539

**营业收入**

- 2,720,944

**财务年度收益**

- 2,720,944

**营业外收入及支出**

- 655,539
## Schedule of Cash Flow Assumptions

### Revenue

<table>
<thead>
<tr>
<th>2020/21</th>
<th>Operating Year 1</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Revenue</td>
<td></td>
</tr>
<tr>
<td></td>
<td>State Aid</td>
<td></td>
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<tr>
<td></td>
<td>E&amp;I</td>
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<tr>
<td></td>
<td>Property Taxes</td>
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<td></td>
<td>Lottery</td>
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<tr>
<td></td>
<td>Assistance Grant</td>
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<td></td>
<td>SPED</td>
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<tr>
<td></td>
<td>Food Service</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2021/22</th>
<th>Operating Year 2</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Revenue</td>
<td></td>
</tr>
<tr>
<td></td>
<td>State Aid</td>
<td></td>
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<tr>
<td></td>
<td>E&amp;I</td>
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<td></td>
<td>Property Taxes</td>
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<td>Lottery</td>
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<td>Assistance Grant</td>
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<td>SPED</td>
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<td></td>
<td>Food Service</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>2022/23 - 2024/25</th>
<th>Operating Years 3 - 5</th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Revenue</td>
<td></td>
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<tr>
<td></td>
<td>State Aid</td>
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<td></td>
<td>E&amp;I</td>
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<td></td>
<td>Property Taxes</td>
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<td>Lottery</td>
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<td></td>
<td>Assistance Grant</td>
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<td>SPED</td>
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<td></td>
<td>Food Service</td>
<td></td>
</tr>
</tbody>
</table>

### Expenses

<table>
<thead>
<tr>
<th>2020/21 - 2024/25</th>
<th>All Operating Years</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Expenses</td>
<td></td>
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<tr>
<td></td>
<td>Certifiable Salaries</td>
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<td></td>
<td>Classified Salaries</td>
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<td></td>
<td>Employee Benefits</td>
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<td></td>
<td>Books and Supplies</td>
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<td></td>
<td>Services (Including</td>
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<td></td>
<td>Food Service</td>
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<td></td>
<td>Bariscope Services</td>
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<td></td>
<td>Liability</td>
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<tr>
<td></td>
<td>Casualty</td>
<td></td>
</tr>
</tbody>
</table>

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*Endeavor Charter School*
Endeavor Charter School
Facilities Plan

Overview:
This is a general description of our current facility which meets our current and anticipated need. The current facility is located at 777 and 723 West Shaw, Fresno CA 93704.

Facility Needs:
Based upon the number of students, teachers, classes, and class schedule, we estimate that we need approximately 8000 square feet. The space will be comprised of the following:

- 6 classrooms of approximately 300 to 500 sf per classroom 2700 sf
- 1 Library of approximately 500 sf 500 sf
- 1 Parent/Student resource room approximately 200 sf 200 sf
- 18 Teacher office spaces of approximately 100 sf per office 1800 sf
- 2 School Site Administrator Offices of approximately 120 sf per office 440 sf
- Staff Lounge areas of approximately 200 sf 200 sf
- 6 Bathrooms of approximately 50 sf per bathroom 300 sf
- 1 Reception area of approximately 400 sf 400 sf
- 1 Additional reception area of approximately 200 sf 200 sf
- Custodial storage areas of approximately 100 sf 100 sf
- Curriculum storage areas of approximately 500 SF 500 sf
- General Supply rooms of approximately 150 sf 150 sf
- Circulation/Hallways 500 sf

Total 7990 sf

Outside/Recreational Space:
A general landscaped open spaces of approximately 1500 square feet.

Parking Facilities:
Number of parking spaces required:
Number of Staff: 20*  *Maximum onsite at any 1 time
Students: 300*/20=15  *Based on Charter Year 4 Maximum ADA Projected
Total: 35

Parking Area Square Feet Required:
65 Feet Wide by (35 X.5=17.5X9=157.5) 65 X 157.5 = 10,237.5 SF (approximately 1/4 acre) of parking
Parking Space minimum is 18 x 9 normal 18+18+26 aisle = 62 using 65 for curbs bumpers etc. Code says 1 space per employee and 1 for each 20 students.
Fresno Unified School District  
Board Agenda Item

Board Meeting Date: December 18, 2019

AGENDA ITEM C-22

AGENDA SECTION: C
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTIONS REQUESTED: Receive
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Receive the 2020 List of Board Member Committees and Organizations

ITEM DESCRIPTION: Included in the Board binders is a list of committees and organizations to which Board Members are appointed each year. Board Member appointment to committees and organizations will be back for consideration in January 2020.

FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: David Chavez,  
Chief of Staff

CABINET APPROVAL: David Chavez,  
Chief of Staff

DIVISION: Department Name  
PHONE NUMBER: (559) 457-3566

SUPERINTENDENT APPROVAL:
<table>
<thead>
<tr>
<th>Organization</th>
<th>2019 Representatives</th>
<th>2020 Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Board Bylaw Sub-Committee</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Meeting Dates:</strong> As necessary</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Purpose:</strong> The purpose of this sub-committee is to review and revise Board Bylaws and to make recommendations as needed to the Board of Education.</td>
<td></td>
<td>CAZARES</td>
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<tr>
<td></td>
<td></td>
<td>MILLS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>THOMAS</td>
</tr>
<tr>
<td><strong>Board Sustainability/Leadership Sub-Committee</strong></td>
<td></td>
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<tr>
<td><strong>Meeting Dates:</strong> Monthly</td>
<td></td>
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</tr>
<tr>
<td><strong>Purpose:</strong> Supports the Board’s reform policy efforts; engages civic partners with the school district; provides “on boarding” process for potential Board members; and identifies additional Board Policy work to accelerate student achievement and engage community stakeholders.</td>
<td></td>
<td>SLATIC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>THOMAS</td>
</tr>
<tr>
<td><strong>California School Boards Association Delegate Assembly</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Meeting Dates:</strong> Twice a year, in May and December, prior to the CSBA Annual Conference</td>
<td></td>
<td>Mills</td>
</tr>
<tr>
<td><strong>Purpose:</strong> The Delegate Assembly is the primary policy-making body of the CSBA. This group elects the officers and directors of the Association, establishes procedures for the adoption and periodic resolutions of the Delegate Assembly, and transacts any other business that may come before it.</td>
<td></td>
<td>Appointed 11/15/17</td>
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<td></td>
<td></td>
<td>Term 04/01/18 to 03/03/20</td>
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<td></td>
<td></td>
<td>DAVIS</td>
</tr>
<tr>
<td><strong>Council of the Great City Schools</strong></td>
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<tr>
<td><strong>Meeting Dates:</strong> The Council holds an annual conference in the fall of each year as well as an annual legislative session at the beginning of each calendar year.</td>
<td></td>
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</tr>
<tr>
<td><strong>Purpose:</strong> This is a membership organization composed of 47 of the largest urban school districts in the United States. The Council was organized to study, develop, implement, advocate and evaluate programs to improve the quality of and opportunities for public education in the nation’s major cities.</td>
<td></td>
<td>CAZARES</td>
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<td></td>
<td></td>
<td>DAVIS</td>
</tr>
</tbody>
</table>
## Fresno Unified School District – Board Committee Assignments for 2020

<table>
<thead>
<tr>
<th>Organization</th>
<th>2019 Representatives</th>
<th>2020 Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Dailey Elementary Charter School Board of Directors</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meeting Dates: Monthly on the 2nd Tuesday of every month at 5PM</td>
<td></td>
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</tr>
<tr>
<td>Purpose: The Board of Directors is comprised of Board representatives from</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fresno Unified, Superintendent, and community and business representatives</td>
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<tr>
<td>and meets to decide on issues relating to the oversight of the Charter School.</td>
<td></td>
<td></td>
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<tr>
<td>One-year term.</td>
<td>DAVIS</td>
<td></td>
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<td></td>
<td>THOMAS</td>
<td></td>
</tr>
<tr>
<td><strong>District Audit Committee</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meeting Dates: Meets 4 times a year from 9AM to 12PM</td>
<td></td>
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<tr>
<td>Purpose: To ensure that the highest levels of internal controls are maintained</td>
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<tr>
<td>in order to assure that the work of the District is carried out in an</td>
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<tr>
<td>efficient and economical manner.</td>
<td>ISLAS</td>
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<tr>
<td></td>
<td>JONASSON ROSAS</td>
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<tr>
<td></td>
<td>SLATIC</td>
<td></td>
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<tr>
<td><strong>Facilities Corporation</strong></td>
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<tr>
<td>Meeting Dates: Once a year (February or March)</td>
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<tr>
<td>Purpose: The Corporation is a non-profit corporation organized under the</td>
<td></td>
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<tr>
<td>General Nonprofit Corporation Law of the State of California to provide</td>
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<tr>
<td>financial assistance to Fresno Unifies, a public district of the State of</td>
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<tr>
<td>California, by financing the acquisition, construction, improvement and</td>
<td></td>
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<tr>
<td>remodeling of public school buildings and facilities for the District.</td>
<td>ISLAS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>JONASSON ROSAS</td>
<td></td>
</tr>
<tr>
<td><strong>Fresno County Committee on School District Organization</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meeting Dates: Once a year called by the County Superintendent for the</td>
<td></td>
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<tr>
<td>purpose of voting representative to replace a vacancy or vacancies on the</td>
<td></td>
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<tr>
<td>committee</td>
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<tr>
<td>Purpose: The function of this committee is to consider petitions from school</td>
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<tr>
<td>districts or voters concerning the reorganization of school districts, i.e.,</td>
<td></td>
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<tr>
<td>increasing boards, creating trustee areas, and/or transferring territories</td>
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<tr>
<td>from one district to another. This committee also calls hearings on these</td>
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<tr>
<td>matters and either makes recommendations to the State Board of Education or</td>
<td></td>
<td></td>
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<tr>
<td>calls for specific matters to be placed on the ballot for local elections.</td>
<td>MILLIS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SLATIC (Alternate</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Appointed 12/12/18)</td>
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</tr>
</tbody>
</table>
Fresno Unified School District – Board Committee Assignments for 2020

<table>
<thead>
<tr>
<th>Organization</th>
<th>2019 Representatives</th>
<th>2020 Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fresno Regional Occupational Program (ROP)</td>
<td></td>
<td>SLATIC</td>
</tr>
<tr>
<td><strong>Meeting Dates:</strong> Every 3&lt;sup&gt;rd&lt;/sup&gt; Wednesday of every other month at 3PM – total of 5 meetings per year</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Purpose:</strong> This program is administered by the County Schools Office and is a training program for students age 16 through adult. Some of the functions of the ROP Board include approving new courses and hearing concerns regarding curriculum and financial issues. Can have up to three board members.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUSD Legislative Committee Representatives</td>
<td></td>
<td>DAVIS</td>
</tr>
<tr>
<td><strong>Meeting Dates:</strong> First Thursday of the month (except July) from 12PM to 1:30PM</td>
<td></td>
<td>ISLAS</td>
</tr>
<tr>
<td><strong>Purpose:</strong> These representatives are responsible for monitoring legislation of interest to or affecting school districts and reporting back to the Board of Education. Occasionally, CSBA will request school districts through their legislative representatives to support or oppose certain legislation. Can have up to three board members.</td>
<td></td>
<td>MILLS</td>
</tr>
<tr>
<td>JPA Board of Directors for Center for Advanced Research &amp; Technology (CART)</td>
<td></td>
<td>THOMAS</td>
</tr>
<tr>
<td><strong>Meeting Dates:</strong> Monthly on the 2&lt;sup&gt;nd&lt;/sup&gt; Tuesday from 4PM to 6PM at CART</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Purpose:</strong> This Board, comprised of Board representatives, Superintendents, community &amp; business representatives from both Clovis and Fresno Unified School Districts, meets to decide on issues relating to the establishment and oversight of the CART facility.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Liaison Act Committee</td>
<td></td>
<td>CAZARES</td>
</tr>
<tr>
<td><strong>Meeting Dates:</strong> Twice a year (TBD)</td>
<td></td>
<td>JONASSON ROSAS</td>
</tr>
<tr>
<td><strong>Purpose:</strong> This Committee will meet with a goal of developing policies and practices that will improve communication between the City of Fresno and the local school governing boards of Fresno, Clovis, Sanger and Central Unified School Districts.</td>
<td></td>
<td>ISLAS</td>
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</tbody>
</table>