

Primary Charter School- Tracy, CA

**TRACY LEARNING CENTER  
PRIMARY CHARTER SCHOOL**



**Tracy Learning Center**  
PRE-K & T-K ◀ PRIMARY ◀ DISCOVERY ◀ MILLENNIUM

**Charter Renewal Petition**

**Submitted to the Tracy Unified School District**

**November 1, 2018**

**Charter Term: July 1, 2019 – June 30, 2024**

Primary Charter School- Tracy, CA

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### **Affirmations and Assurances**

As the authorized lead petitioner, I, Virginia Stewart, hereby certify that the information submitted in this charter renewal petition for Primary Charter School (hereinafter referred to as “PCS” or the “Charter School”), to be reauthorized by the Tracy Unified School District (“TUSD” or “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:

- Be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Education Code Section 47605(d)(1)]
- Not charge tuition. [Education Code Section 47605(d)(1)]
- 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(c)(1)]
- Be deemed the exclusive public school employer of the employees of Primary Charter School for purposes of the Educational Employment Relations Act. [Education Code Section 47605(b)(6)]
- Admit all pupils who wish to attend the school, unless the school receives a greater number of applications than there are spaces for students, in which case each applicant will be given equal chance of admission through a random lottery process. Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. In the event of a random public lottery, preference shall be extended to pupils who currently attend the charter school and pupils who reside in the District, as well as other preferences permitted by law. [Education Code Section 47605(d)(2)(A)-(B)]
- Not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Education Code Section 47605(d)(1)]
- 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

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Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.

- 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)]
- Ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. [Education Code Section 47605(I)]
- At all times maintain all necessary and appropriate insurance coverage.
- 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).
- Notify the superintendent of the school district of the pupil's last known address within 30 days if a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, and the Charter School shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Education Code Section 47605(d)(3)]
- Consult, on a regular basis, with the charter school's parents, legal guardians, and teachers regarding the school's educational programs. [Education Code Section 47605(c)(2)]

Primary Charter School Authorized Lead Petitioner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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### **Track Record of Success**

Primary Charter School first opened in 2004 with an enrollment of 60 students in grade K to 2. The enrollment is now 365 students in TK through Grade 4. We have proudly served the Tracy community for close to twenty years, and our program remains popular with the community as there is a waiting list of 719 students. This list is updated annually.

During 2017, PCS moved to a new facility which is ideal for the program structure located at 51 E Beverly Pl, Tracy, CA 95376. Classrooms for grades 1-4 are twice as large as they were before, to allow for team teaching, multiage opportunity and 44 students per class. Kindergarten is sufficient in size to accommodate 66 kindergarten children with self-contained bathrooms. The program and the new facility are ideal for one another, and we appreciate the District's efforts and support related to this modernization project.

Three years ago, PCS requested and obtained a material revision to provide for a Transitional Kindergarten. The need was generated due to the earlier cut off for enrollment in Kindergarten. The TK students are currently housed off campus at the Preschool site but will be moved to the PCS campus beginning in the 2019-20 school year.

Suspensions are at an all-time low for PCS due to the implementation of a Restorative Justice program that continues through middle and high school. Teachers, parents, and students have all benefited from this approach.

The longer school day and year provides additional instructional minutes that exceed state requirements and makes a difference in the progress students experience in class. While there has been a slight decrease in state test results with the implementation of Smarter Balanced test, PCS continues to exceed the performance of other nearby schools and compares well with similar schools. But PCS is always looking to improve, so we made, among other changes, revisions to the curriculum practice with additional technology support. PCS believes the scores will increase as students become better at computer generated testing.

This is the fourth opportunity for the District to approve or renew PCS' charter (2004, 2009, 2014, and 2019). This charter has never been denied. PCS is fiscally sound, and academically performing well for all subgroups.

**Charter Renewal Requirements**

The Charter Schools Act expressly encourages the renewal of a charter as long as the school meets at least one of the minimum academic achievement renewal criteria under Education Code section 47607(b). Based on verifiable data reported by the California Department of Education, PCS has met not just one but ALL of these renewal criteria.

**Criterion #1: Attained its API growth target in the prior year or in two of the last three years both schoolwide and for all groups of pupils served by the charter school. (Ed. Code, § 47607(b)(1).)**

✓ **CRITERION MET**

PCS not only met but exceeded its schoolwide API growth target in the prior year and in each of the last three years that API was calculated.

Year	API Growth Score	API Growth Target	Met Growth Target Schoolwide*
2011	930	A	Yes
2012	932	A	Yes
2013	929	A	Yes
"A" means the school scored at or above the statewide performance target of 800 in the prior year.			

PCS’s two numerically significant pupil subgroups when API was calculated—Hispanic or Latino and White—all exceeded their API growth target in the prior year and in each of the last three years that API was calculated.

2011-2013 API Growth Scores: Significant Pupil Subgroups*				
Subgroup	2011 API Growth Score	2012 API Growth Score	2013 API Growth Score	Met Growth Target in All 3 years?
Hispanic or Latino	880	885	892	Yes
White	963	956	962	Yes
*Includes only numerically significant subgroups in all of the last three years API was calculated.				

**Criterion #2: Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years. (Ed. Code, § 47607(b)(2).)**

✓ **CRITERION MET**

PCS achieved a statewide ranking in decile 10—the highest possible ranking—in each of the last three years that API was calculated.

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Year	Statewide Ranking
2011	10
2012	10
2013	10

**Criterion #3:** Ranked in deciles 4 to 10, inclusive, on the API for a demographically comparable school in the prior year or in two of the last three years. (Ed. Code, § 47607(b)(3).)

✓ **CRITERION MET**

PCS achieved a demographically comparable schools ranking in deciles 4 to 10 in each of the last three years that API was calculated.

Year	Similar Schools Ranking
2011	9
2012	4
2013	9

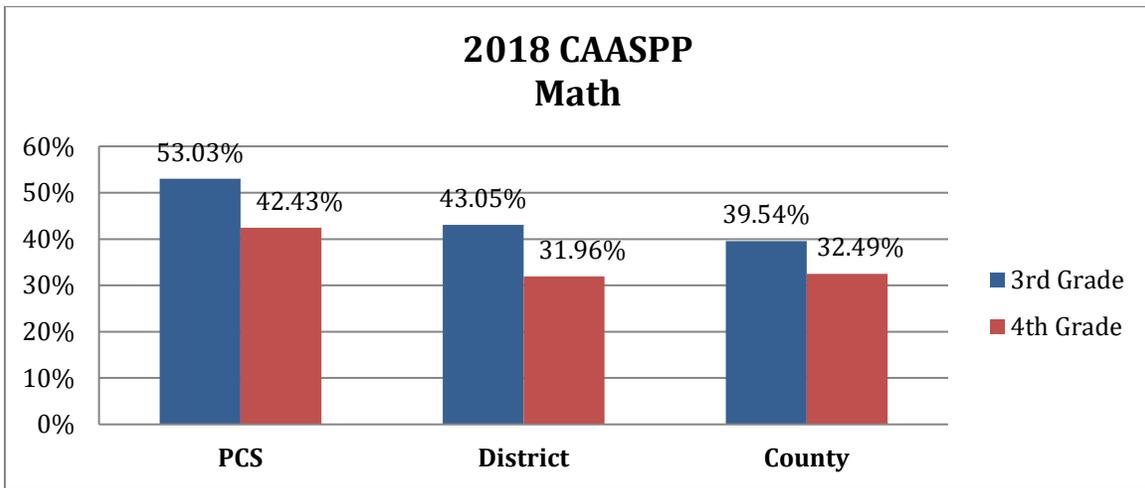
**Criterion #4:** The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school. (Ed. Code, § 47607(b)(4).)

✓ **CRITERION MET**

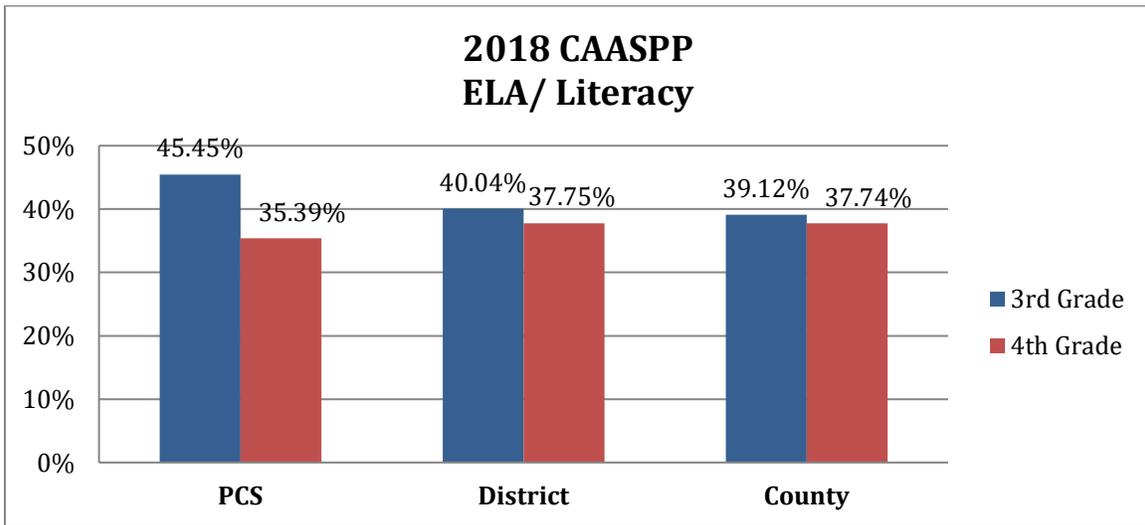
- ✓ PCS ranked #1 out of the all schools in the District each year from 2011-2013 based on Growth API scores.
- ✓ All of PCS's numerically significant student groups outperformed their District counterparts each year from 2011-2013 based on Growth API scores.
- ✓ During the 2017-18 school year, PCS reclassified English Learners at a much higher rate than the District and County, and PCS had a higher percentage of English Learners make progress toward English proficiency than the District.
- ✓ PCS's suspension rate during the 2017-18 school year of 2.1% was lower than the District's rate of 9.4%.

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- ✓ PCS outperformed the District and County averages in Mathematics on the 2018 CAASPP.



- ✓ PCS third graders outperformed the District and County averages on the 2018 CAASPP in ELA/ Literacy, and PCS fourth graders were within 2.5% of the District and County averages.



- ✓ PCS's chronic absenteeism rate during the 2016-17 school year of 2.9% was lower than the District's rate of 10.4%, the County's rate of 13.9%, and the statewide rate of 10.8%.

**PCS HAS ALSO MET THE NEW LEGAL CRITERION FOR RENEWAL (Ed. Code, § 52052(e)(4)(C).)**

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Almost all of the charter renewal criteria under Education Code section 47607(b) are tied to API scores. As a result of the California Legislature abandoning API in favor of a new multi-measure accountability system, the Legislature provided new charter renewal criteria as it relates to academic achievement in Education Code section 52052(e)(4):

**New Criterion.** “Schools that do not have an API calculated . . . shall use one of the following: (A) the most recent API calculation; (B) an average of the 3 most recent annual API calculations; or **(C) alternative measures that show increases in pupil academic achievement for all groups of pupils school-wide and among significant subgroups.**”

### ✓ CRITERION MET

- ✓ PCS *ranked #1* based on Growth API scores out of the all schools in the District each year from 2011-2013.
- ✓ All of PCS’s numerically significant student groups outperformed their District counterparts based on Growth API scores each year from 2011-2013.
- ✓ PCS and all of its numerically significant student groups met its API growth target in each year from 2011-2013.
- ✓ PCS’s reclassification rate increased and remained impressively high over the current charter term, increasing from 15.4% in 2014-15 to 40% in 2017-18.
- ✓ PCS’s suspension rate decreased and remained below the District’s rate over the current charter term, going from 5.6% in 2014-15 to 2.1% in 2016-17.
- ✓ PCS increased the percentage of English Learners who made progress toward English proficiency between Spring 2017 and Fall 2017.
- ✓ PCS third graders increased their schoolwide performance on the CAASPP between 2017 and 2018 in both ELA/Literacy and Math.

## Element 1: Educational Program of Primary Charter School

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

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

### 1. General Information

• The contact person for Charter School is:	Virginia Stewart
• The contact address for Charter School is:	51 E Beverly Place Tracy, CA 95376
• The contact phone number for PCS is:	209-290-0511
• The proposed address or ZIP Code of the target community to be served by Charter School is:	Tracy (95376) and surrounding areas
• This location is in TUSD Board District:	Yes
• The grade configuration of Charter School is:	TK-4
• The number of students currently enrolled:	364
• Charter School’s proposed first day of instruction in 2019-20 is:	August 5, 2019

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· <b>The enrollment capacity is:</b> <b>(Enrollment capacity is defined as the total number of students who may be enrolled in Charter School regardless of student residency.)</b>	<b>365</b>
· <b>The type of instructional calendar (e.g. traditional/year-round, single track/multi-track, extended day/year) will be:</b>	<b>Extended day and year for a total of 205 instructional days</b>
· <b>The proposed bell schedule for Charter School will be:</b>	<b>8:13-3:20 daily</b>
· <b>The term of this Charter shall be from:</b>	<b>July 1, 2019 to June 30, 2024</b>

### **2. Mission**

Primary Charter School is a small elementary school that focuses on building strong fundamental skills for all students in the areas of reading, writing, and mathematics in a school and classroom environment that fosters social-emotional growth.

### **3. Vision**

When students complete Primary Charter School, they demonstrate an enthusiastic love of learning and know how to be both independent and collaborative learners.

### **4. Educational Philosophy**

Primary Charter School provides a rigorous innovative approach to learning fundamental skills. Teachers are guided by core principles that reflect the state frameworks and common core standards. They use instructional strategies that are based on research related to multiage, differentiated and small group instruction as well as project based learning. The students demonstrate a consistent readiness for learning and are taught at the appropriate level of intervention. This makes it possible for all students to be challenged. Parents are involved in the school as volunteers, and support at home as students become masterful in the foundational skills needed to be successful in middle and high school. The school wide outcomes (SWOs) help students and staff focuses on acquiring skills and understanding the importance of collaboration, communication, and citizenship as they prepare to interact in the real world around

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them.

Primary Charter School embraces several educational concepts when designing programs and instructional strategies to meet the needs of the students. Jerome Bruner, Toward a Theory of Instruction, is the basis for justifying grouping students for instruction, particularly in the area of mathematics and language arts. His philosophy states that all students can learn if instruction is at the appropriate level of instruction. For this reason, students are assessed at the beginning of each year to ensure that their instructional program is appropriate for their needs. It is not unusual for students to change groups over the five or six years they are at PCS. It is exciting to learn that a student once below grade level can be at a grade level instructional group. When students are taught at the appropriate level, learning increases.

Instructional practices are based on the work by Doug Lemov in Teach Like a Champion. Staff utilizes the practices listed in the book to foster student involvement in the interaction of learning in the classroom and to ensure checking for understanding throughout interactive lessons.

The notion of working towards higher levels of thinking and application in each of the content areas is addressed utilizing the work done by Mike Schmoker as explained in his book, Focus. Teachers utilize a variety of assessment tools and design curriculum based on the work of Janet Kierstead who pioneered the idea of project based curriculum which begins with the end in mind and develops benchmarks towards the final product and thinking required for understanding the course concepts. Textbooks are not used at Primary Charter School, rather teachers design curriculum and the materials needed to deliver the curriculum using a variety of instructional avenues including the Internet, published materials, videos, and teacher made materials. We use the California Curriculum Frameworks as a baseline for all materials, but our flexible approach allows teachers to meet and design the curriculum based on student needs, and revise it as necessary based on student weaknesses observed throughout the school year. All teachers share their resources and use the same designed curriculum and assessments to ensure continuity in the quality of instruction.

David Pratt, PhD, in his paper, *The Merits of the Multiage Classroom*, notes “that strict age segregation is essentially a phenomenon of the last century. Research studies show no consistent benefits to age segregation. Studies indicate an affective and social advantage from multiage grouping. His paper concludes that multiage or multigrade classrooms are socially and psychologically health classroom environments.

Primary Charter School recognizes the need for formal assessment in addition to state testing. All teachers who teach the same curriculum across phases administer the

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same unit and final tests. Comparisons are made among teachers and data is collected regarding student outcomes on the tests. All assessment is based on state standards and the emerging Common Core Standards. Teachers use assessment to review their own success helping students learn. Analysis helps teachers know what students continue to need to learn or have reinforced. Additions or revisions for the curriculum are based on these analyses.

### **5. Program Design**

Primary Charter School (PCS) provides a six or five-year program through three organizational classroom models: Initial Phase (Transitional Kindergarten and kindergarten), Phase One (grades 1 and 2), and Phase Two (grades 3 and 4). TK consists of 33 students with three teachers and three aides. Kindergarten consists of 66 students with five teachers and two aides. Phase One (grades 1 and 2), consists of three classrooms. Each classroom has 44 students with three teachers. Phase Two (grades 3 and 4), consists of three classrooms. Each classroom has 44 students with two teachers and a learning guide. Within each of these classroom structures, small group instruction is the norm, and provides the foundation for meeting individual differences among learners and promoting success for all students.

Because of the multiage approach, the instructional program is structured to contain a two year curriculum cycle in each phase that supports student school wide outcomes (SWOs) for skill development in the areas of effective citizenship, college and career awareness and the confidence to develop and achieve goals. These SWOs are posted in all rooms. Teachers use them to develop lesson plans and projects and incorporate them into all instruction to create relevance. Over the five or six years, students are able to show significant improvement in each area of the SWOs.

- Productive Workers
- Proud Individuals
- Positive Cooperators
- Polite Citizens

The culture of PCS is both collaborative and competitive, and at all times focuses on personal and academic growth. Through distinctive grade level groupings, smaller communities of students and staff are able to develop unique identities within the scope of the school wide vision and mission. Celebrations are frequent, honoring both academic achievements and personal accomplishments.

Student behavior is guided to be positive, focused, and interactive in each classroom setting. At the beginning of each school year, returning students in Phase One and Two help the teachers reinforce classroom behaviors and expectations by modeling for the younger students in initial phase. Each classroom reinforces positive behavior by using

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the SWO charts where students earn bracelets as they demonstrate the four character traits. As a result of this flexible structure in which students can understand and meet expectations, they gain self-confidence and self-esteem.

PCS has developed a curriculum that is aligned with the Common Core State Standards (CCSS) and the California State Curriculum Frameworks. Instructional materials and methods are developed using a variety of sources. Teachers develop weekly lesson plans and ensure appropriate pacing of their lessons.

PCS is a strong advocate for the education of the whole child. Students develop their creative expression through enrichment classes in art, music and Spanish electives, and develop physical skills as well as skills in cooperation and teamwork through daily physical education.

Parents are integral to learning and PCS uses a variety of methods to create high levels of parent involvement including a school website with class specific pages containing newsletters, calendars, and relevant class information. Once a week, parents are electronically sent the “Charter Chatter”, which is a weekly update of school events. PCS also conducts Back to School Night, Evening of Excellence, and Parent/Teacher/Student report conferences. Parents are encouraged to join the parent club or English Learner Advisory Committee.

### **6. Student Population to be Served**

PCS meets the needs of the Tracy community by recruiting students from throughout the Tracy area, and providing a sound education program to a diverse population of students that is reflective of the Tracy community and who have a wide range of abilities. The majority of students currently enrolled at PCS reside in the Tracy Unified School District (TUSD) boundaries. The Primary Charter enrollment consists of 89% from TUSD, and 11% from outside the Tracy area. Most students who enroll at the TLC schools intend to remain with a TLC school for the entire K-12 educational experience.

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### 7. What It Means to be an Educated Child in the 21st Century

The instructional strategies designed to meet student needs are built upon the following significant characteristics of learning for the 21st century:

*Not confined to a single place:* Learning is not confined to the classroom. It occurs wherever students and staff are and it occurs throughout the day of our students. PCS acknowledges that learning does not only occur in school, and we welcome students sharing experiences and learning which has occurred outside such as participating in a class fieldtrip. PCS provides a variety of opportunities for students to use technology both in the classroom and at home. Students are taught to use technology wisely and as a key tool for understanding the world in which they live.

*Not confined to a time:* PCS and the Tracy Learning Center far exceed the traditional academic year by providing classroom-based instruction for 205 days and extended school hours.

*Not confined to a single person:* Multiage classrooms consisting of 33, 44, or 66 students, multiple adults within the classroom, and instruction from four enrichment teachers provides multiple opportunities for learning from several different experiences, strengths and personalities.

*Not confined to a single style:* Instruction is differentiated using a variety of instructional strategies to meet the needs of diverse learners within learning group settings.

*Not confined to paper based information:* Traditional textbook instruction is no longer the primary source of materials for learning. Students and staff utilize current

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technological resources and programs for teaching and learning.

*Not confined to memorization:* In alignment with CCSS and the state frameworks, PCS emphasizes the ability to access and use knowledge to solve problems and apply information in new and different ways.

*Communication skills:* Primary students engage in interactive teaching strategies that encourage sharing thoughts and ideas. They participate in several writing activities weekly and often make presentations regarding group projects. In addition, students study Spanish from TK through grade 4 to encourage fluency in another language.

*Reading and writing skills:* There is a difference between traditional reading and writing versus reading from multiple sources on the internet, and processing information for others to read. Blending the California State Frameworks and CCSS, PCS recognizes that students need to read about careers and college readiness as early as Phase One. Students learn the importance of literacy related to career areas. Student writing reflects personal thought as well as a blend of information gained from research and other non-fiction texts. Students engage in weekly writing assignments, read from designated novels, and frequently research information from the Internet and other non-fiction sources.

*Problem solving and critical thinking:* Students need to know how to access information and apply it to life situations using a variety of problem solving processes in all subjects. Students become masterful in using a variety of strategies to complete assigned tasks. They are able to work independently or in a collaborative group to solve complex problems related to several curriculum areas.

*Information literacy:* Students learn how to find information from a variety of resources and use it appropriately. After locating information, students are able to discern the value of the information they have located and what the information actually says so they can learn from it and describe it in their own summaries. Information literacy requires a broad range of exposure to many different sources regarding career avenues and interests.

*Technology as a tool:* PCS classrooms house a variety of technological tools. Students learn to use technology as a daily part of the school day. They learn to perceive that technology is a source of information and expression of what is learned. The staff utilizes software to differentiate instruction for students and as a way to practice newly acquired skills. With the implementation of CCSS, students learn to use technology as the medium and demonstrate mastery of skills using a variety of technology tools.

Personal skills: PCS students learn necessary essential skills for personal expression and social interaction. The school engages in a discipline process using a restorative justice model.

## 8. How Learning Best Occurs

PCS applies the best of research-proven strategies to provide a rich and rigorous academic program that gives all students the opportunity to be successful. PCS believes that learning best occurs:

**in a collaborative environment.** Research has shown that school success is dependent upon collaboration and goals (Schmoker, 2011). Collaboration among teachers, between students and teachers, between parents and teachers, and administration and community, is necessary for a successful school. Teams of teachers are assigned to work collaboratively within a single classroom to provide small and whole group instruction that best meets the needs of the students and builds on individual teachers' strengths.

**when instruction is at the appropriate level of student intervention.** (Bruner, 1980) PCS is prepared to instruct students based on prior learning and instructional needs which may not be at grade level. Students progress based on their instructional level rather than a grade level plan. For some students, this means progressing on a course of study above grade level while others work at or below grade level in the same classroom. Teachers understand the necessity for differentiated instruction using a small group instructional approach for language arts and mathematics.

**in a climate where there are measurable goals.** CCSS and California state frameworks are used to develop lessons with daily learning targets using a backward planning model. (Moss and Brookhart, 2012). Once unit and lesson plans are developed, staff communicates to students the desired outcomes and uses a variety of assessment tools to determine mastery. Thus, every student is taught using standards-aligned instructional objectives.

**in a climate of accountability.** "What gets measured gets done." (Schmoker, 2011) Each year when CAASPP data becomes available, the PCS data analysis coordinator presents all data to the staff for reflection and feedback. Data is used as the basis for goals for improvement. Test data is also available to parents, students and other stakeholders.

**with highly specialized teachers and staff.** Staff, in the words of Mike Schmoker (2011), relies on leaders to provide simplicity, clarity and priority so they can become

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masterful teachers who remain focused on the emphasis of authentic literacy and critical thinking in the presentation of all subject areas. PCS provides a broad spectrum of opportunities for curriculum development, instructional strategy workshops, and peer observations and feedback.

**with safeguards and support for students when needed.** PCS recognizes the need for a personal and caring approach for students who are not doing as well as expected. Using a model of small group instruction, English language learners and students with special needs are monitored for progress and appropriate intervention is systematized using the school adopted Student Study Team model. Students are involved in Restorative Justice system for discipline which helps students understand their responsibility for improved behavior. Intervention includes accommodations to help students be successful.

**in a program that incorporates technology.** Technological innovations enhance communication and hence relationships within the academic environment and provide students with the knowledge and skills. Each classroom is equipped with approximately ten computers, including desktops, laptops, and tablets. Students use them to access applications for writing and developing presentations, and to conduct research. Student use of technology is monitored by staff and websites are screened by the Director of Technology. All students have contracts for technology use signed by both their parents and themselves.

### **9. How Primary Charter School Achieves Academic Success**

A. Acquiring and maintaining an excellent staff PCS typically identifies its staffing needs by March of each year. Through effective advertising for qualified teachers, and its highly positive reputation in the local and broader education community, PCS is able to develop an excellent pool of candidates. Final hiring decisions are made by the Executive Director. PCS has a high percentage of teacher retention. All new teachers work in a collaborative team that guides and supports the critical first year of teaching, ensuring that the isolation often experienced by new teachers assigned as the sole teacher to a classroom is avoided. Student performance is one measure of teacher effectiveness. In addition, other factors are considered such as ability to work in a collaborative team, adherence to the adopted curriculum and the relationship of the teacher to the students. School Leaders (one for each Phase) observe and give feedback to the staff members regarding their effectiveness with instruction.

B. Homework PCS understands that homework at the primary level has the most impact when parents work together with their student to master the concepts and develop independent study habits. Assignments due at the end of the week support busy family

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schedules, and PCS supports parents' involvement in student work through its excellent communication system, which includes weekly calendars, and work folders as well as classroom website and classroom newsletters.

C. Evaluation Students are evaluated based on their instructional level for mathematics and language arts. Embedded in the curriculum are weekly assessments. These assessments help determine the pacing and the need for reinforcement for individual students and groups. Technology based assessment is used to determine students' mastery of reading comprehension and mathematical concepts. Teachers are aware of the need to review all assessment tools to plan appropriate pacing of the curriculum assigned to that group.

Parent/teacher report conferences are usually very positive and reinforcing while still being realistic since they are based on data provided through curriculum-based assessment. Parents understand the level of work being evaluated because the instructional level of the group is identified (below grade level, at grade level, or above grade level state standards). Standardized testing in Phase Two keeps staff aware of individual students' mastery of grade level standards and anchors curriculum-made tests to the state expectations. All staff reviews the results of state testing and understands their role in the results.

D. Student Involvement PCS instills the concept and value that every student has a meaningful contribution to make to his/her learning community and classroom. Multiage grouping gives older students many opportunities for modeling and supporting younger students. Students' interaction is a major part of the school day, and all students are expected to participate in teacher led and peer group discussions. Students are also involved in school leadership activities and daily unity. Daily unity, a school wide assembly, is conducted each morning prior to classroom instruction to celebrate student successes or special days and to focus the students on SWOs and other aspects of learning. The students engage in a daily chant that energizes them to participate in a full day of learning.

E. Parent Involvement PCS parents have multiple opportunities to become involved not only in their own student's success but in the success of the school. To maximize parent involvement, PCS implements a variety of access points for parents. A weekly Tracy Learning Center newsletter (Charter Chatter) is sent electronically to parents, updating them on important information about PCS. Weekly folders serve as the mainstay of communication between parents about PCS. The English Language Advisory Committee (ELAC) support English Learners and their parents. A newly formed Parent Club is attempting to build community relations among parents. While parental involvement is highly encouraged, parental involvement is not a requirement

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for acceptance to, or continued enrollment at, PCS.

F. Attendance The PCS school year consists of 205 school days, providing an additional 25 days to the traditional school year. The PCS school day begins at 8:13 and ends at 3:20. The average PCS daily attendance rate in the current charter term is 96.9%, demonstrating a high level of pupil engagement. The school meets with parents if students are frequently tardy or absent to develop a plan for improvement. Students who exceed ten personal days of absence do not maintain their preference for enrollment as a “current” student the following year.

G. Student Recognition PCS understands the importance of honoring students who achieve success in a variety of ways. Some of the ways students are recognized include:

**Evening of Excellence** is a showcase of student work in the Spring in which students invite their parents to celebrate and enjoy the evidence of a successful year in school.

**Great Green Behavior** is recognized each trimester for students who have had positive behavior inside and outside the classroom. At the end of the year, special recognition is given to those who had a positive “green” year (as amazing as this seems, the majority of PCS students get this award). In a multiage setting, the older students serve as a great model for those entering the phase and provide concrete examples of success in the area of classroom and outside behavior.

**Birthdays or Special Days** are identified during morning unity.

**Student of the Month Awards** are given during morning unity each month to students who have exhibited exemplary behavior and work. This award is based on adherence to the four SWOs throughout the entire month.

**All Star Athlete of the Week** awards are given weekly to the outstanding athletes who demonstrate respect and responsibility during PE. Certificates are awarded by PE coaches.

**Accelerated Reader Goals** are assigned every six weeks in grades 1-4. Students are asked to meet a certain point goal (based on their reading level) 2-3 times per trimester. When the goal is met, students receive classroom recognition (e.g., certificate, prize, party). Students are also awarded for their individual reading points and scores at the end of the school year. The top readers from each classroom in grades 1-4 are recognized and celebrated at Unity during the last week of school.

**Fourth Grade Awards Ceremony and Promotion Breakfast** is held the last week of school. Students are recognized and celebrated for outstanding achievement in PE and elective classes. Parents are invited to attend the award ceremony and breakfast, where all students receive a promotion certificate.

**Golden Broom and Golden Lunchbox** awards are given at the end of every month during Unity. The Golden Broom is awarded to the cleanest classroom, as decided upon by the school custodians. The Golden Lunchbox is awarded to the grade level that does an exceptional job cleaning up after lunch.

H. Behavior is an important ingredient to student and school success. Expected positive behaviors are listed in each classroom and encouraged and reinforced by all teachers. It is PCS policy to focus on positive reinforcement as opposed to focusing on negative behavior. When students are experiencing difficulty interacting positively, teachers work with parents to develop effective intervention plans. When indicated, a student study team (SST) is created to develop a plan to help the students overcome problematic behavior.

I. Intervention for students is a key factor in supporting students having difficulty being successful. Small group instruction at the appropriate level of instruction prevents most need for intervention. Resource support is focused on in class help rather than a pull out program.

J. Advancement PCS students who are performing above grade level access curriculum that deepens their understanding of subject area concepts and where indicated are given advanced grade level work within the classroom setting because of differentiated small group instruction.

## **10. Instructional Programs**

The instructional program at PCS has been designed to effectively teach a rigorous academic program that prepares students for middle school. Through a comprehensive curriculum and differentiated instructional strategies, transitional kindergarten through fourth grade goals are aligned to the CCSS, California state frameworks, schoolwide outcomes, and the PCS mission. Included in the appendix is a trimester curriculum map for each phase. Instructional strategies include small group instruction, technology assisted practice, direct instruction for large and small groups and interactive lecture approaches.

**Language Arts** includes: vocabulary, grammar, mechanics of writing, reading, rhetorical writing and literature. Students read fiction and nonfiction as early as first

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grade. Transitional Kindergarten and Kindergarten students learn alphabet recognition and start formal reading instruction. Reading is connected to writing and discussions for a holistic approach. PCS recognizes the importance of a solid foundational set of skills for success in reading and writing.

**Social Science** begins in Initial Phase with a study of community and our place in it. Phase One focuses on community helpers. Phase Two addresses both third and fourth grade CCSS and California state frameworks.

**Physical Education** instruction is provided to all students for a half hour each day. Skills and sportsmanship are a part of the curriculum.

**Science** includes content as well as experimentation and hands-on learning. All grades include a blend of physical, earth, and life science.

**Mathematics** students work to solve problems and learn concepts and skills to successfully master grade level CCSS and California state frameworks. Areas include: number sense, algebra and functions, measurement and geometry, statistics and data analysis as well as probability.

**Visual and Performing Arts** is a part of the school day for all phases. Students participate in art, music, and Spanish activities each day under the supervision and instruction of certificated teachers pursuant to Education Code § 47605(l). This is on a three day cycle.

**School Wide Outcomes** are emphasized at each level and are embedded in the work students do in all curriculum areas.

All curriculum reflects the California Implementation Plan for CCSS and the California state frameworks.

## 11. Curriculum and Materials

### Curriculum

The curriculum of PCS is consistent with the CCSS and the California state frameworks. Moreover, PCS provides students with access to a broad course of study.

Understanding students' area of strength and the development of the total child is emphasized at PCS, in recognition that learning is not confined to a single person at a single time from a single source. Therefore, PCS does not use textbooks as the primary source of educational materials for instruction. Instead, teachers utilize multiple

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resources, included, but not limited to, the Internet, software applications, manipulative materials, books, videos, student presentations, speakers, field trips, and nonfiction articles from print sources. Resources chosen reflect the standards set by the State of California frameworks, and reflect the Common Core Standards. The following is a brief summary of the general curriculum studied.

### **Language Arts** (core class)

In each grade, the English language arts curriculum has a specific purpose, but all grades utilize reading, writing, grammar, and vocabulary as means of developing students understanding of the English language, both in its technical aspects as well as in its creative aspects.

**Initial Phase** is the beginning phase of formal education. Students are assessed to determine the appropriate level of instruction. For instructional purposes, students are grouped according to academic learning need. Those beginning to learn about print are introduced to the alphabet and letter sounds. This evolves into early reading and comprehension which leads to the start of simple writing. Those who already know letters and sounds begin to start formal reading using sight words and blending of sounds. They continue to read a variety of sources and books, and instruction not only focuses on decoding but comprehension as well. In addition, students continue to learn more advanced sight words and teachers begin spelling, punctuation, and grammar instruction which are all parts of the formal writing development process. Students who begin the Initial Phase already reading well, continue to learn using an advanced first grade curriculum.

**Phase One and Phase Two** build on the previous phase(s), allowing students to continue their instruction at their identified readiness levels. Those who are just emerging as readers begin with the grade level curriculum for first grade and continue for the next two years in developing skills in reading, comprehension, mechanics, and writing. This instructional approach supports students to be closer to grade level by the time they enter Phase Two. Those who have been in middle instructional groups in Initial Phase will progress with grade level standard instruction for two years and master grade level standards by the completion of this Phase. Advanced students are able to continue to work above grade level by the time they enter Phase Two. Phase Two continues a sequential development of skills using appropriate materials for the performance level of the group. Students in Phase Two are encouraged to use technology to summarize information and other tasks to prepare for state testing.

### **Mathematics** (core class)

PCS uses the same progressive approach to instruction as it does for English language

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arts. Students progress according to instructional need rather than grade level standards. The curriculum is developed for grades TK through 6 and is used in the different phases as needed. Mathematics curriculum involves focusing on the use of math in daily lives, concepts, basic skills, and problem solving strategies. Mathematics instruction provides students with skill-building practice based on CCSS and California state frameworks. These standards accelerate math expectations for all students creating challenging opportunities to master problems, puzzles, and brainteasers that strengthen mathematical thinking. Multiple problem solving methods are taught through step by step examples that help students transfer the method to other similar problems. Teachers develop smaller performance task opportunities to apply math and to prepare students for state testing.

### **Science** (core class)

All students in each phase are taught the same science concepts and experience the same hands-on opportunities as other students in the phase. Science is generally not taught in small groups. Each phase utilizes the curriculum outlined in the California state frameworks and next generation science.

### **Social Studies** (core class)

All students in each phase are taught the same social studies concepts and experience the same group projects and field trips as other students in that phase. Social studies curriculum follows the California state frameworks and CCSS.

### **Visual and Performing Arts** (non-core class)

Classes provide an opportunity for all students to express creative ideas in art, music, or Spanish. Credentialed music, art and Spanish teachers provide instruction to all students to help them build skills and concepts while enjoying projects and songs in daily classes.

### **Physical Education** (non-core class)

Teachers provide a comprehensive and researched based physical education program that addresses areas of skills for the young child as well as the importance of exercise and proper nutrition.

PCS utilizes curricular materials for the core content areas that have been selected based on an analysis of their alignment with all the adopted standards, and the PCS instructional philosophy of an academically rigorous curriculum. Curriculum maps reflect state standards.

## **12. Operations and Instructional Minutes**

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PCS has recently moved into a new building provided by the District that is adequate for housing TK through grade 4. PCS will not expand enrollment beyond 365 students due to limitation of facilities.

### Future Enrollment

Year	2019-20	2020-21	2021-22	2022-23	2023-24
Initial Phase (TK and K)	99	99	99	99	99
Phase One	133	133	133	133	133
Phase Two	133	133	133	133	133
Total	365	365	365	365	365

The instructional calendar is 205 days per year with a daily bell schedule from 8:13 a.m. to 3:20 p.m. The additional 25 days gives all students the same opportunity as those who would have attended a five week summer school program in the past. The extended days and hours are an essential reason for continued student growth eliminating the need for intensive review when students return to school after a long summer break.

In California, there are both required and recommended actions regarding courses of study and the instructional time needed to deliver them to primary students. In the absence of either a legal requirement from the *Education Code* or a recommendation from the *State Board of Education* and the *California Department of Education*, external recommendations from national subject area associations are given as guidelines. PCS may utilize the CDE and National Subject Area Associations' recommendations for courses of study and instructional time.

The law does not require a specific number of minutes of English Language Development for English Learners (EL) in charter schools. PCS has the discretion to determine the amount of time appropriate for students at different English language proficiency levels. EL instruction is embedded throughout the instructional program.

PCS students have an extended school day and year which exceeds the minimum state requirements. The table below compares the amount of annual minutes with the State minimum (See Education Code § 47612.5(a)).

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### Number of Instructional Minutes

Grade Level	State Minimum Number of Instructional Minutes	# of Additional Instructional Minutes	PCS Instructional Minutes
TK and Kindergarten	36,000	43,335	79,335
1-3	50,400	28,935	79,335
4	54,000	25,335	79,335

PCS provides “beginning-to-end” instruction and increased daily instructional minutes to provide amplified time for learning in the core curriculum, while maintaining the integrity of our non-core programs such as Physical Education, music, art and Spanish. The increased instructional minutes, especially for Kindergarten, gives PCS students a remarkable advantage over students in traditional schools. PCS realizes more time by itself is not the solution, it allows for more time for a rigorous and sequential year and a half program per phase.

### **13. Addressing the Needs of All Students**

Primary Charter School strongly believes that when both teachers and parents collaborate on addressing unique student needs and barriers preventing academic success, students *will* succeed. All teachers meet regularly to compare their student data, discuss student performance and concerns, and share instructional strategies, interventions, and enrichment. Teaming in the classrooms allows for a shared point of view and helps teachers notice things one teacher alone in a classroom may not notice.

PCS is designed to serve all students, including those who are significantly below grade level. After the public lottery, all students selected to attend Kindergarten are given an informal interview to assess their prior knowledge and skills. This informal interview helps staff to identify early needs and instructional start levels so PCS can hit the ground running effectively to serve students. During this interview, staff helps parents complete the Home Language survey. This helps identify students who are English Language Learners.

#### **English Learners (EL)**

PCS has identified a designated EL coordinator who ensures that students are tested and reclassified if necessary, and monitors intervention support given to these students within the regular classroom structure. These interventions are reviewed annually. Students not making progress are reviewed annually to devise a specific learning plan

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to meet academic deficits of unsuccessful students. Classroom teachers are CLAD certified and use SDAIE strategies for ELD standards not only with EL students but all students since these strategies have proven to be highly effective. Teacher made materials reflect additional support for EL students when needed. Small group instruction for language development greatly enhances teacher support for students.

### Identification of ELs

PCS follows all applicable laws in serving its EL students, including full-inclusion in the classroom, and, as needed, small group instruction and/or individual instructional accommodations in the classroom. The EL Coordinator and other designated learning guides support students in the classroom on a scheduled basis.

PCS administers the Home Language Survey upon a student's enrollment. All students who indicate that their home language is one other than English, are administered the ELPAC within 30 days of enrollment, unless they have previously taken the CELDT/ELPAC. Those identified as EL will take the ELPAC annually thereafter until reclassified as Fluent English Proficient (R-FEP). Students reclassified as R-FEP are monitored for 4 years.

PCS notifies all parents of EL students prior to ELPAC administration. Parents will receive results within 30 days of PCS receiving results from the publisher. The ELPAC is used to determine qualification to reclassify an EL student as Fluent English Proficient (R-FEP). TLC sends a staff member to state-sponsored or regional ELPAC trainings, and in turn, the staff member trains other staff to administer the ELPAC effectively to students.

Meeting content standards for every student, including EL students, is the goal for all teachers at PCS regardless of subject matter. The highly interactive classroom setting for PCS greatly enhances student assimilation of English. The purpose is to ensure EL students develop proficiency in reading, listening, speaking and writing. In order for this to be achieved, teachers create emotionally safe learning environments where all students feel secure to take risks, and are involved as active class participants. Although the same rigid curriculum is used for all students, teachers strive to make subject matter comprehensible and meaningful for these students by embedding new terms in familiar contexts. Teachers use a variety of SDAIE strategies in order to meet the needs of the 9.7% of students at PCS who are EL. Each content area and course works with students to develop specific vocabulary and understanding for significant concepts taught. These include scaffolding activities as well as clarifying the meaning of words and phrases in context. Therefore, by implementing these specific instructional practices, PCS ensures that all EL students will demonstrate proficiency in all subject matter.

### Exiting the ELD Program

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The process and criteria for determining when a student should exit the ELD Program is as follows:

- ELPAC results: Level 3 or 4 (with no sub-skills [*i.e.*, reading, writing, listening, and speaking] scoring less than the “Somewhat/Moderately Developed” category).
- Comparison of performance in basic skills on the CAASPP with scores of standard “Met” or “Exceeded” in English-Language Arts/ Literacy and Math.
- Writing rubric, which will serve as an additional multiple measure. Grade-level writing samples must score a 3 or better on a 4 point-maximum rubric scale.
- Teacher evaluation, including, but not limited to, a review of the student’s curriculum mastery.
- Parental opinion and consultation.

Prior to students exiting the ELD program, the EL Coordinator and site administration will obtain parent approval. If the student is receiving Special Education services, an IEP team meeting is held and an addendum is submitted to reflect that the student being reclassified is based upon a learning disability rather than a language barrier.

### EL Servicing

Primary Charter offers support for our EL students and their parents in a variety of ways:

- EL Coordinator works in groups of 2-3 or individually to help students gain reading, writing, speaking, and listening skills to become English Proficient.
- Teachers are to complete monthly monitoring forms for EL students. This helps the EL Coordinator identify how teachers are assisting our EL students. Monitoring forms are used to track students’ grade level and language progress.
- Primary Charter offers EL students after school homework support. Currently, 12 EL students and 10 RFEP students attend homework support Monday-Thursday. Students receive assistance with homework, as well as gain skills needed to work independently.
- The ELAC committee provides support to EL parents, by being their advocate for their child’s education. ELAC meetings are held 4 times a year but parents keep in contact with committee members throughout the school year, which has shown to have impacted parents understanding of their child’s work and are better able to help them academically.

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### EL Initial FEP and Annual R-FEP rates

School Year	# Tested	Initial FEP	Annuals R-FEP
2015-16	64	1	23
2016-17	60	1	18
2017-18	57	2	23

### **Students Achieving Above Grade Level**

Some students will enter school better prepared to learn at a faster pace than their classmates. Students who are identified as high achievers through assessments and teacher recommendations have the opportunity to do more advanced work and to excel. Each phase of PCS accommodates students above grade level with the small group instruction process. These students are taught at or above the grade level standards to meet their needs and to challenge them appropriately in the areas of language arts and math, and PCS provides advanced support and expects more from them in the other subjects as appropriate. These elementary students receive differentiated instruction from PCS teachers that will challenge them to their full ability and will further enhance their mastery, using curriculum and instructional strategies like: computer assisted programs for review, cooperative learning strategies to support one another with projects that enhance the application of learning, research on the Internet, direct instruction, and blended learning. State test scores for students in this subgroup are monitored to ensure successful mastery of grade level standards (exceeds category).

### **Students Achieving Below Grade Level**

The PCS program is suited to meet the needs of students who are considered academically low achieving, as evidenced by assessments, teacher reviews, homework, etc. Students in Primary are grouped for instruction in math and language arts based on level and skill needs. Teachers address students in small groups through direct instruction and independent work that meets their learning level. The resource specialist works with students with IEPs in and out of the classroom to provide additional support when needed. This allows students to progress without gaps or frustration.

Initial phase spends significant time helping students learn the routines and

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expectations of the classroom and helps students who are having difficulty conforming to these expectations by developing behavioral plans that reinforce positive behavior. At the end of each phase, staff evaluates students to be certain that all students have made progress. Progress, rather than grade level, is important to help staff understand that the students are progressing at a reasonable rate.

The intervention plan for students not meeting behavioral or academic standards at PCS is multifaceted. All students are given the opportunity to work at the appropriate level of instruction to maximize learning. Small group instruction allows for a more personal approach to learning and helps maintain focus for young children. Early conferences with parents help identify ways that parents can support their child at home.

If a student is experiencing difficulty academically, the classroom teacher uses immediate intervention strategies such as modified work, one-on-one support in the classroom, computer-assisted practice, or supplemental materials to use at home. When further measures are required, the teacher or parent can request an **SST meeting**. The team may include the parents, the classroom teachers, the student, and the Student Support Coordinator. The team identifies the student's strengths and weaknesses, and develops a success plan, based on resources the student identifies as useful. The plan includes a series of follow-up meetings, usually two weeks apart. If this process fails to produce results and all of the plan has been followed, a reference is made to the resource teacher for further evaluation. Many times, progress is noticeable and the success rate has been good using this structured approach. Sometimes, the resource teacher is asked to observe and give suggestions to the classroom teachers for ways to help the student learn.

If a student is identified for evaluation after this process has been exhausted, and is found to need special education services, PCS will follow established procedures for referral and development of an individualized education program ("IEP") including goals and accommodations.

### **Socio-Economically Disadvantaged Students**

Students in need are encouraged to apply for free or reduced-price lunch services. Approximately 11.2% of PCS students qualify for free or reduced-price lunch. The school offers an extended day (8:13 to 3:20) and an extended year of 205 days which provides 5 additional weeks of meals for students and reduces the amount of time parents need child care for their students. The charter does not currently receive reimbursement for free or reduced-price lunches, rather it is a line item in the general

fund budget.

### **Students in Other Subgroups**

PCS is ready and willing offer a variety of support for students with extraordinary needs, such as foster youth and homeless youth. Currently, PCS has 0% foster youth. Our intake processes help identify these students upon enrollment at PCS. PCS is prepared to meet applicable obligations under McKinney-Vento Homeless Assistance Act to admit, enroll, and support homeless and foster youth. As detailed above, our staff, SST and other support processes aim to meet these students' needs, including through academic supports and referrals for students and their families to outside support organizations.

## **14. Plan for Servicing Students with Disabilities**

### **Overview**

PCS shall 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 of Civil Rights ("OCR"). PCS is currently deemed a public school of the District in accordance with Education Code Section 47641(b). PCS reserves the right to apply for membership as a local educational agency ("LEA") to a special education local plan area ("SELPA") approved by the State Board of Education and to be deemed its own LEA for the purpose of compliance with special education law. PCS shall notify the District within five (5) days in writing of its intent to apply to any SELPA and shall immediately inform the District in writing of any acceptance. PCS shall also comply with all SELPA policies and procedures, and shall utilize appropriate SELPA forms.

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

PCS shall be solely responsible for its compliance with Section 504. The facilities to be utilized by the Charter School shall be accessible for all students with disabilities.

PCS 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 the Charter School. Any student, who has an objectively identified disability, which substantially limits a major life activity including, but not limited to learning, is eligible for accommodation by PCS.

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A 504 team will be assembled by the Middle School Counselor and may include the parent/guardian, the student (where appropriate), and other qualified persons knowledgeable about the students, the meaning of the evaluation data, placement options, and accommodations. 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, which will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation.

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

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

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education. 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 School's professional staff.

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

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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 site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the plan, needed modifications to the plan, and continued eligibility.

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

PCS operates as a public school of the District, solely for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b), in accordance with Education Code Section 47646 and 20 U.S.C. 1413, PCS seeks services from the District for special education students enrolled in the Charter School in the same manner as is provided to students in other district schools. The District will provide special education services for students enrolled in PCS to the extent required by law. An annual meeting between PCS and the District to review special education policies, procedures, protocols, and forms of the District and the SELPA and District protocol, will ensure that PCS and the District have an ongoing mutual understanding.

PCS acknowledges the importance of cooperating with the District so that the District can provide special education services to PCS students.

### **Staffing**

Although the District will hold ultimate responsibility for providing Special Education services, PCS is committed to ensuring all IEPs are properly implemented and all students requiring services are adequately served. All special education services at PCS will be delivered by individuals or agencies qualified to provide special education services as required by California's Education Code and the IDEA. PCS staff shall participate in all mandatory District in-service training relating to special education. The District agrees to allow PCS staff access to all Special Education related professional development opportunities that are available to other employees of the District.

The District shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

**Identification and Referral**

PCS shall have the responsibility to identify, refer, and work cooperatively in locating PCS students who have or may have exceptional needs that qualify them to receive special education services, which will occur through the SST process. Generally, referral for special education evaluation only happens after reasonable classroom interventions have been tried for a period of time without success and when it has been determined that the cause of the problem(s) cannot be resolved without special education services. Possible exceptions to this protocol would be seriously disabled students for whom the SST process would delay obviously needed special education services. The District shall provide PCS with any assistance that it generally provides other schools of the District in the identification and referral processes. Parent notification and request for special education testing and evaluation will trigger legal timelines, and PCS will follow all legal and District mandates for a timely response. Parents will be informed that special education and related services are provided at no cost to them.

The District will ensure that PCS is provided with notification and relevant files of all students who have an existing IEP and who are transferring to PCS from a District school.

**Assessments**

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The District will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with the District’s general practice and procedure and applicable law. PCS will be responsible for gathering all pertinent information and sharing such information with the District and/or SELPA (where applicable according to SELPA policies). 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. PCS shall work in collaboration with the District to obtain parent/guardian consent to assess PCS students. PCS shall not conduct special education assessments unless directed by the District.

**IEP Meetings**

Upon completion of the assessment, an IEP team will be assembled to review the results of the assessment and determine the student’s need for special education. The District shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. PCS shall be responsible for having

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the following individuals in attendance at the IEP meetings or as otherwise agreed upon by the District and PCS: the Executive Director and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA, the student's general education teacher if the student is in a regular education classroom, the parents/guardians, the student, if appropriate, and other PCS representatives who are knowledgeable about the regular education program at PCS and/or about the student. PCS understands that the District shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist, and shall document the IEP meeting and provide notice of parental rights.

### **IEP Development**

PCS understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the District's IEP process. Programs, services, and placements shall be provided to all eligible PCS students in accordance with the policies, procedures, and requirements of the District and of the SELPA and State and Federal law.

### **IEP Implementation**

A copy of the IEP will be given to the parent in accordance with state laws and District or SELPA policies. Upon the parent or guardian's written consent, the IEP will be implemented by the District. PCS shall assist the District in implementing IEPs, pursuant to District and SELPA policies in the same manner as any other school of the District. The District and PCS will need to be jointly involved in all aspects of the special education program, with the District holding ultimate authority over implementation and supervision of services. As part of this responsibility, PCS shall provide the District and the parents with timely reports on the student's progress as provided in the student's IEP, and at least as frequently as progress reports are provided for PCS's non-special education students, whichever is more.

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

The District and PCS shall conduct an IEP meeting within thirty days for students who enroll in the Charter School from another school district outside of the SELPA with a current IEP. Prior to such meeting and pending agreement on a new IEP, the District and PCS shall implement the existing IEP at PCS, to the extent practicable or as otherwise agreed between the District and parent/guardian.

**Non-Public Placements/Non-Public Agencies**

The District shall be solely responsible for selecting, contracting with, paying for, and overseeing all non-public schools and non-public agencies used to serve special education students. PCS shall not hire, request services from, or pay any non-public school or agency to provide services to special education students without the prior written approval of the District unless otherwise agreed to in the MOU. PCS shall immediately notify the District of all parental requests for services from non-public schools or agencies, unilateral placements, and/or requests for reimbursement.

**Non-discrimination**

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

**Parent/Guardian Concerns and Complaints**

PCS shall work collaboratively with the District to respond to parental concerns or complaints related to special education services. PCS shall immediately notify the District of any concerns raised by parents. In addition, PCS and the District shall immediately bring to the other's attention any concern or complaint by a parent/guardian that is in writing and/or which involves a potential violation of state or federal law.

The District's designated representative, in consultation with PCS's designated representative, shall investigate as necessary, respond to, and address the parent/guardian concern or complaint. PCS and the District shall timely notify the other of any meetings scheduled with parents/guardians or their representatives to address the parent/guardian concerns or complaints so that a representative of each entity may attend. The District, as the LEA, shall be ultimately responsible for determining how to respond to parent concerns or complaints.

PCS and the District shall cooperate in responding to any complaint to or investigation by the California Department of Education, the United States Department of Education, or any other agency, and shall provide timely notice to the other upon receipt of such a complaint or request for investigation.

**Due Process Hearings**

The District may initiate a due process hearing or request for mediation with respect to a

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student enrolled in PCS if the District determines such action is legally necessary or advisable. PCS agrees to cooperate fully with the District in such a proceeding. In the event that the parents/guardians file for a due process hearing, or request mediation, the District and PCS shall work together to defend the case. In the event that the District determines that legal representation is needed, PCS agrees that it shall be jointly represented by legal counsel of the District's choosing.

PCS understands that the District shall have sole discretion to settle any matter in mediation or due process. The District shall also have sole discretion to file an appeal from a due process hearing or take other legal action involving any PCS student necessary to protect its rights.

### **SELPA Representation**

PCS understands that the District shall represent PCS at all SELPA meetings and report to PCS about SELPA activities in the same manner as is reported to all schools of the District.

PCS shall participate in state and federal funding for special education in the same manner as any other public school of the District. The District shall ensure that PCS receives an equitable share of special education funding and services, including administrative and support services, as described in Education Code section 47646. These mutual obligations may be further described in a separate agreement between the parties.

## **15. A Typical Day at PCS**

Starting at about 7:55, students begin to arrive at the drive through gate. They enjoy morning recess in the playground until the bell rings at 8:13. The children assemble for PCS Unity which a time to celebrate success or to inform children of special events, and there is a pledge to the flag and a Unity cheer. Then it is on the way to the classrooms.

In each classroom there are teams of teachers to accommodate the approximately 66 Kindergarten children or the 44 students per class in the other phases. The classes in grades 1-4 are set up to be multiage so that teaches can remain with their students for two years. There is a general warm up with a morning meeting and calendar related concepts. Then the children form into groups for language arts. Teachers are able to do this because of the team of teachers assigned to each room. This could mean meeting directly with the teacher, working in independent stations, or work on the computers with

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a variety of interactive software programs. This rotates for about an hour and a half. After that it is time for a snack.

Following snack, students may participate in an enrichment class—Spanish, Art, or Music—or may participate in Physical Education. These offerings are unique to PCS and provide wonderful enrichment and opportunities for all students. After this hour, it may be time for lunch or for math rotations which are similar to language arts.

Lunch is a happy time when students gather to eat together with their teachers who also supervise their fun times in lunch recess.

After lunch, students may have science or social studies depending on the day which are whole group opportunities for the children. Textbooks are not used, but students have opportunity to learn from teacher selected websites and other materials that bring reality into the classroom. All rooms have projectors and TVs making visual learning possible. Then when it is time to go home, the children are called to car line or to the walker's line. Teachers escort the children and help them into their cars as needed. The teachers begin car line at 3:20 and remain with the children until they are picked up which sometimes exceeds 3:40.

### **16. Goals and Actions, Aligned to State Priorities**

For a description of the school's annual goals for all pupils and for each subgroup of pupils, to be achieved in the state priorities that apply for the grade levels served or the nature of the program operated, and specific annual actions to achieve those goals, please see the chart found under Elements 2 and 3, below.

**Element 2: Measurable Pupil Outcomes and  
Element 3: Method By Which Pupil Progress Toward Outcomes will be Measured**

*“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 subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.” Education Code § 47605(b)(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.” Education Code § 47605(b)(5)(C)*

PCS goals, measurable outcomes and the means to measure achievement of those outcomes for the state priorities are identified in the chart below.

<b>State Priority</b>	<b>1. Basic Services: The degree to which teachers are appropriately assigned and fully credentialed and every pupil has sufficient access to standards-aligned instructional materials and school facilities are maintained in good repair</b>
<b>Annual Goals</b>	<p>Goal #1 – All students will be taught by qualified staff members.</p> <p>Goal #2 – All students will have free access to all learning materials.</p> <p>Goal #3 – PCS will have adequate space at its facility for all students, and the facility will be clean and in good repair.</p>

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<p><b>Expected Annual Measurable Outcomes</b></p>	<p>For Goal #1 – 100% of teachers in core classes will be credentialed per Charter Schools Act.</p> <p>For Goal #2 – 100% of students will be provided required instructional materials without charge.</p> <p>For Goal #3 – The PCS facilities will adhere to applicable safety standards and adequately house PCS’ students and staff.</p>
<p><b>Applicable Student Groups</b></p>	<p>All students (schoolwide), including Hispanic or Latino, Asian, English Learners, and Socioeconomically Disadvantaged students.</p>
<p><b>Actions to Achieve Goals</b></p>	<p>For Goal #1: Teacher credentials are reviewed by the Human Resource Director to ensure appropriate assignments. Teachers on PIPs and STSPs will be monitored.</p> <p>For Goal #2: Students have access to all language arts novels used in the classroom and access to the classroom technology as well as other materials used for instructional groups at no charge.</p> <p>For Goal #3: PCS recently and beneficially moved into a new facility owned by the District. The Director of Facilities keeps all facilities maintained and operating well.</p>
<p><b>Methods to Measure Progress</b></p>	<p>For Goal #1: Review all credentials before making any changes in assignments for staff. Continue to monitor progress with PIP and STSP staff.</p> <p>For Goal #2: Review classrooms to ensure there are sufficient materials and technology. Provide adequate budget allocations for needed materials.</p> <p>For Goal #3: The Director of Facilities maintains a log of requested maintenance repairs and date request was fulfilled.</p>

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<p><b>State Priority</b></p>	<p><b>2. Implementation of Common Core Standards: Implementation of Common Core State Standards, including how EL students will gain academic content knowledge and English Language proficiency.</b></p>
<p><b>Annual Goals</b></p>	<p>All students will receive instruction aligned with Common Core standards and the state frameworks and take SBAC assessments for grades 3 and 4 in English and Mathematics.</p>
<p><b>Expected Annual Measurable Outcomes</b></p>	<p>100% of students will participate in instruction aligned with Common Core standards.</p> <p>At least 90% of all third and fourth graders will take the SBAC assessments in ELA/ Literacy and Mathematics.</p>
<p><b>Applicable Student Groups</b></p>	<p>All students (schoolwide), including Hispanic or Latino, Asian, English Learners, and Socioeconomically Disadvantaged students.</p>
<p><b>Actions to Achieve Goals</b></p>	<p>PCS staff will review state standards and the alignment with their curriculum maps each year. They will review state testing results and develop plans for improvement.</p> <p>The staff member responsible for assessments will become proficient in understanding the process for assessing students and will train the staff.</p> <p>Students identified as EL or RFEP will be given support in the classroom by the teacher and the EL coordinator through the use of language support instruction and small group differentiated instruction. Progress is monitored throughout the year and confirmed with mandated ELPAC yearly testing.</p>

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<p><b>Methods to Measure Progress</b></p>	<p>Classroom observation and feedback by the phase leader will ensure proper implementation of school curriculum which reflects CCSS.</p> <p>Data and support practices will be reviewed to ensure progress and growth for EL students.</p> <p>Review of Smarter Balanced testing data analysis will be provided to the entire PCS staff to develop plans for improvement in areas of need or for specific subgroups.</p>
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<p><b>State Priority</b></p>	<p><b>3. Parental Involvement: Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation</b></p>
<p><b>Annual Goals</b></p>	<p>PCS will have active stakeholder involvement and participation.</p>
<p><b>Expected Annual Measurable Outcomes</b></p>	<p>PCS will provide weekly school newsletter to families.</p> <p>PCS will provide opportunities for parents to participate in school governance by joining clubs, committees, and/or councils (e.g., Parent Club).</p> <p>PCS will offer volunteer opportunities in the classroom and/or at school events.</p>
<p><b>Applicable Student Groups</b></p>	<p>All students (schoolwide), including Hispanic or Latino, Asian, English Learners, and Socioeconomically Disadvantaged students.</p>

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<p><b>Actions to Achieve Goals</b></p>	<p>Parents will be informed of programs and volunteer opportunities through classroom newsletters and the Tracy Learning Center electronic weekly newsletter.</p> <p>Websites with relevant information about the Tracy Learning Center and PCS will be updated and maintained regularly.</p> <p>SSTs and Behavior support meetings will be held to improve the partnership between school and home.</p> <p>Parents will be notified of board meetings and invited to attend, including the LCAP meeting for input held in the Spring.</p>
<p><b>Methods to Measure Progress</b></p>	<p>Review newsletters and websites to ensure regular updates and information.</p> <p>Maintain minutes of Parent Club meetings, Board agendas and minutes, and SST and Behavior support meeting records.</p>
<p><b>State Priorities</b></p>	<p><b>4. Pupil Achievement: Pupil achievement as measured by:</b></p> <ul style="list-style-type: none"> <li>a. State wide assessment</li> <li>b. Dashboard</li> <li>c. percentage of EL students who make progress toward English language proficiency as measured by the ELPAC</li> </ul> <p><b>8. Pupil Outcomes</b></p>
<p><b>Annual Goals</b></p>	<p>Goal #1 – PCS students will meet targets for growth, both schoolwide and among the school’s numerically significant student groups.</p> <p>Goal #2 – The California School Dashboard will reflect consistent improvement across multiple measures.</p>

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<p><b>Expected Annual Measurable Outcomes</b></p>	<p>For Goal #1 – At least 30% of students will meet or exceed standards in ELA/Literacy and Mathematics on the CAASPP.</p> <p>For Goal #2 – At least 60% of EL students will annually increase proficiency on ELPAC skill areas.</p> <p>For Goal #2 – PCS will meet all local indicators according to the California School Dashboard.</p>
<p><b>Applicable Student Groups</b></p>	<p>All students (schoolwide), including Hispanic or Latino, Asian, English Learners, and Socioeconomically Disadvantaged students.</p>
<p><b>Actions to Achieve Goals</b></p>	<p>Implement curriculum and instructional strategies that are aligned with California Frameworks and CCSS.</p> <p>Review state testing results and identify areas of relative weakness for improvement.</p> <p>Review testing data to ensure that all students are making progress as measured on the ELPAC tests.</p> <p>Provide data for each teacher of EL and special ed students in their classrooms.</p>
<p><b>Methods to Measure Progress</b></p>	<p>Review curriculum and observe instructional strategies to ascertain how well they are aligned to the frameworks and CCSS.</p> <p>Provide feedback and support as needed.</p> <p>Identify areas of relative weakness and revise curriculum to reflect any deficiencies in the curriculum and make needed changes.</p> <p>Review data for EL and special education students each year.</p>

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<p><b>State Priorities</b></p>	<p><b>5. Pupil Engagement: Pupil Engagement, as measured by:</b>  <b>a. school attendance rates</b>  <b>b. chronic absenteeism rates</b></p> <p><b>8. Pupil Outcomes</b></p>
<p><b>Annual Goals</b></p>	<p>PCS will maintain a welcoming, engaging, and inclusive climate and culture for pupils and families.</p>
<p><b>Expected Annual Measurable Outcomes</b></p>	<p>Annual average attendance rate schoolwide and for all numerically significant subgroups will be 95% or higher.</p> <p>Chronic absenteeism will be less than 3% of students enrolled.</p>
<p><b>Applicable Student Groups</b></p>	<p>All students (schoolwide), including Hispanic or Latino, Asian, English Learners, and Socioeconomically Disadvantaged students.</p>
<p><b>Actions to Achieve Goals</b></p>	<p>Track monthly student attendance rate.</p> <p>Call parents of students not in attendance daily before the end of the first period.</p> <p>Hold meetings with parents of students who are chronically late or absent.</p>
<p><b>Methods to Measure Progress</b></p>	<p>Compare disaggregated actual attendance to 95% target.</p> <p>Compare disaggregated records of students with chronic absenteeism to determine reduction.</p>

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<p><b>State Priorities</b></p>	<p><b>6. School Climate: School Climate, as measured by:</b>  <b>a. pupil suspension rates</b>  <b>b. pupil expulsion rates</b>  <b>c. Discipline incident reports and Restorative Justice records.</b></p> <p><b>8. Pupil Outcomes</b></p>
<p><b>Annual Goals</b></p>	<p>PCS will maintain a safe and engaging school culture and environment, leveraging Restorative Justice and other techniques to support students.</p>
<p><b>Expected Annual Measurable Outcomes</b></p>	<p>Suspension rate will be less than 2%.</p> <p>Zero expulsions at PCS unless mandated by law.</p>
<p><b>Applicable Student Groups</b></p>	<p>All students (schoolwide), including Hispanic or Latino, Asian, English Learners, and Socioeconomically Disadvantaged students.</p>
<p><b>Actions to Achieve Goals</b></p>	<p>Promote positive student behavior to mitigate discipline problems before they occur through student recognition, consistent classroom behavior, and expectations school wide.</p> <p>Actively engage students in effective teaching and learning.</p> <p>Develop plans to improve student behavior that could result in suspension by using a formal SST approach.</p>

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	Restorative justice emphasis will reduce negative and physical behavior incidents.
<b>Methods to Measure Progress</b>	Track, compare and report on student data on suspensions.  Refer to the California School Dashboard to compare PCS with other schools.

<b>State Priority</b>	<b>7. Student access and enrollment in all required areas of study.</b>
<b>Annual Goals</b>	PCS shall support student achievement through high-quality instruction in all required areas of study.
<b>Expected Annual Measurable Outcomes</b>	100% of all students have access to all curriculum offered at PCS.
<b>Applicable Student Groups</b>	All students (schoolwide), including Hispanic or Latino, Asian, English Learners, and Socioeconomically Disadvantaged students.
<b>Actions to Achieve Goals</b>	Inform parents each trimester of the status of students and their progression towards mastery of grade level standards in each course offered.  The master schedule for PCS will include access to all curriculum areas for all students at all phases.
<b>Methods to Measure Progress</b>	Review randomly selected student trimester reports to ensure status and progress towards grade level standards is clearly stated.

Analyze master schedules to confirm that all classrooms and students have access to all curriculum areas, especially PE, art, Spanish, and music.
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## 1. Assessment Philosophy

The goal of PCS is for all students to successfully complete early educational goals in order to succeed in middle school which at the Tracy Learning Center consists of grades 5 through 8. In order to measure student progress each year, PCS uses an array of assessment tools.

These include but are not limited to:

- state-mandated assessments (see below)
- curriculum embedded assessments which include unit testing, quizzes, and exit tickets within the units
- writing prompts with rubrics particularly used in language classes and on unit tests
- IEP goals which are reviewed annually and adjusted as needed
- rubrics are used to measure success with projects and tasks assigned within a class including SWOs
- Accelerated Reading and Mathematics assessments
- teacher observation and annotation
- beginning of the year instructional grouping placement tests and end of the year assessments to indicate progress.

All diagnostic assessments are analyzed for results as a whole and within different subgroups to ensure that all groups are being successful. A testing and data coordinator analyzes grades and tests given to review with staff in order to set goals for improvement. The goals for improvement are translated into goals for the school's LCAP. The testing coordinator guides staff in the administration of any state designed assessments.

Staff will analyze all local final testing results to learn which subgroups are performing near or exceeding standards and those below. These will be correlated with final grades to ensure that grades are reflective of students' actual achievement levels.

PCS's assessment methods are based on the belief that assessments should be:

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1. **Authentic:** PCS uses the backwards design planning model to ensure assessments measure the actual learning that has taken place in the classroom. Within this model, learning outcomes are established and assessments are designed before any learning activities are introduced. Teachers need to specifically know what skills and information they want their students to attain before they can design the learning steps necessary for students achievement. Because of this, there are less “textbook-developed” tests and more teacher-created and project-based assessments.
2. **Multiple Measures:** Just as students have multiple intelligences, they also respond differently to different forms of assessments. PCS ensures a variety of assessments (i.e. content-specific tests, observations, projects, classroom discussions, etc.) are used to determine student achievement. This multiple measures approach improves the reliability of assessment data.
3. **On-going:** Students need on-going assessments in order to ascertain whether skills and knowledge have been truly internalized. Teachers use formative (specific skills) and summative (overall concepts) assessments as evidence of student achievement. This compilation of student data is used to drive instruction, confer with parents, and set learning goals within and across grade levels.
4. **Informative:** Assessments must promote and support reflection and self-evaluation on the part of students, staff, and parents.

## 2. Assessment Design

The student performance and assessment tools take into account a variety of methods that directly correspond to specific achievement targets. These have been communicated to students as part of the instructional program. Teachers are trained to identify the exact achievement target that is required for each area of study for each instructional level. Those tools and resources allow them to determine the most appropriate type of assessment to measure student mastery of a given concept. This method includes testing, projects, or quizzes.

## 3. Mandated Assessments

As is required by law, students also participate in annual statewide assessments and all other mandated accountability programs (e.g., ELPAC). The staff firmly believes that the PCS academic program fully prepares students for success in these statewide assessment programs. The additional support structures at PCS help students to surpass the performance of their peers in comparable settings.

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Assessment	When Administered	Purpose
CAASPP (Smarter Balanced, CAAs)	Spring	measures overall program for grades 3 and 4 which are the exiting grades for PCS.
Annual yearly progress measured on the Dashboard	Spring	measures overall program and sub groups
ELPAC	Fall (annual) and within 30 days of initial enrollment	measures English proficiency in reading, writing, listening, and speaking.

**4. Data Management and Analysis**

PCS is a data driven school. There is a teacher assigned to coordinate testing and analysis of testing data. The coordinator disaggregates data at the state, local, and classroom level. The results of all testing is analyzed and reported to full staff for reflection and the development of goals for improvement.

At the beginning of the year and as an on-going process of staff development, annual statewide assessment data is used when implementing the school LCAP to meet targeted goals. PCS tracks and analyze the percentage of nearly met, or met scores of each represented subgroup to ensure growth targets are achieved each year and that the gap between the highest and lowest performing subgroups is decreasing.

The school has developed an LCAP with revisions over the last five years. The TLC board approves the LCAP after approving the general budget for the school. The LCAP identifies the areas in need of development for staff and for targeted student progress.

Parents are informed of student progress on state tests and on-going assessment. The weekly newsletter allows parents to be informed as to what students are learning in class and the teacher-parent trimester conferences are used to help parents track student progress in academic and social areas. The Evening of Excellence allows parents to see firsthand the work achieved by their students throughout the year.

## **5. Use of Data to Form Instructional Plans**

PCS staff uses the school wide data at a micro level to learn how well students are performing in each curriculum area's sub groups. Each designated curriculum team develops a plan to improve student performance as indicated by the results of the assessment data. In this way, staff is continuously challenged to rethink current pedagogical practices to meet the changing needs of new and existing student populations and Common Core Standards.

Teachers are able to revise curriculum as needed since curriculum is not dependent on an adopted textbook and can more easily be revised. Methods for teaching can be enhanced based on concepts students do not seem to understand. Staff can help students improve by providing more teacher made questions that closely relate the new testing style used in future state testing.

State testing results are mailed home to parents when they are received by the school.

## **6. Annual Performance/School Accountability Report Card and the LCAP**

Student assessments are designed to align to the mission, exit outcomes, and the curriculum described in the charter. PCS collects annual data from the assessments listed in section three and utilizes the data to identify areas of needed improvements in the educational program. The Executive Director or designee provides this information to the Board of Directors each year as an annual performance audit of the program. Information from this audit is included in the School Accountability Report Card (SARC) that is made available on the website to all stakeholders.

PCS and the District will jointly develop an annual site visitation process and protocol to enable the chartering agency to gather information needed to confirm the school's performance and compliance with the terms of its charter. This has been outlined in a Memorandum of Understanding.

**2018-2021 LCAP GOALS**

Goal	State priority addressed	Actions	Measurable outcomes	Subgroup
<p>1) PCS will use Restorative Justice practices as a way to reduce behavior issues in and outside the classroom in order to support a more positive school, greater on task behavior and engagement in classroom activities</p>	<p>4,5,6,7</p>	<p>Teacher training in Restorative Justice</p> <p>Student attention to SWO values</p> <p>New intervention strategies for students not conforming to expectations as a replacement for suspension or expulsion</p>	<p>Significant decline in suspensions as reported on the dashboard.</p> <p>Greater student focus in the classroom as reported by staff observations</p> <p>Teacher training in restorative justice is evident in SST meeting goals and plans</p>	<p>All students</p>
<p>2) The staff will develop curriculum maps and needed resources to reflect the state standards for each level of student instruction in order to provide differentiated instruction for students at, above, or below grade level standards</p>	<p>2,4,5</p>	<p>Review of state standards</p> <p>Identification of Resources needed</p> <p>Development of curriculum for the three levels in math and language arts</p> <p>Implement and assess strength and areas of need in the developed curriculum</p>	<p>Uniform curriculum for each level at each phase that is continuous with the prior phase.</p> <p>Increase in the percentage of 3rd and 4th graders at “met standards”</p>	<p>All students</p>
<p>3) Teachers will utilize revised protocol and forms for preparing for IEPs and SSTs which will better reflect the needs of students and the success of plans that are implemented</p>	<p>3,4,7</p>	<p>Forms will be developed</p> <p>Forms will be used to record decisions at IEPs and SSTs</p> <p>Teachers will track progress with the plans</p>	<p>Forms are available and are being used in meetings.</p> <p>A greater percentage of students on SSTs will show drastic improvement</p>	<p>Student with disabilities</p>

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		developed and have a written record of success or need for further support	academically or behaviorally as a result of this method	
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### 7. Benchmarks to be Met

The achievement of PCS is measured in both growth and absolute measures and is compared to the achievement of selected local schools that have similar demographic characteristics. In gauging the success of PCS, we compare the academic achievement of PCS students to the academic achievement of two sets of comparison local schools:

- The residence schools PCS students would have otherwise attended (“Resident Schools”); and
- Local schools of similar demographic characteristics (“Demographically Similar Schools”)

The “Resident Schools” are selected by using PCS students’ home addresses to identify the local schools they otherwise would have attended. The local schools most represented at PCS are chosen as comparison resident schools.

“Demographically Similar Schools” are selected by using a modified version of the formula utilized by the state for creating its similar schools list. PCS may work in collaboration with the chartering agency to identify the comparison schools.

Growth in student achievement at PCS is measured annually against the growth of the comparison resident and demographically similar schools.

## **Element 4: Governance**

*“The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.” Education Code § 47605(b)(5)(D)*

### **1. Description of Organization**

Primary Charter School is a direct-funded independent charter school operated by the Tracy Learning Center, a California Nonprofit Public Benefit Corporation pursuant to California Law. PCS operates autonomously from the District.

Meetings of the Tracy Learning Center Board of Directors (Board of Directors) comply with the Ralph M. Brown Act and members of the Board of Directors comply with the applicable ethics and conflict of interest standards set forth in the California Corporations Code for nonprofits, as well as the Political Reform Act. Pursuant to Education Code section 47604(c), the District shall not be liable for the debts or obligations of PCS, or for claims arising from the performance of acts, errors, or omissions by PCS, if the District has complied with all oversight responsibilities required by law.

#### **Responding to Inquiries**

PCS promptly responds to all reasonable inquiries from the District, including, but not limited to, questions regarding financial records and credentialing from the District.

### **2. Governance Structure**

TLC is a California nonprofit public benefit corporation governed in accordance with applicable California Corporation Code sections and its adopted bylaws, which are consistent with the terms of this charter. TLC maintains Articles of Incorporation with the California Secretary of State and has tax exempt status from both California and the IRS.

Primary Charter School acknowledges and agrees that all persons are entitled to equal employment opportunity. Primary Charter School shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, selection, hiring, upgrading,

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training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

TLC is non-sectarian in its programs, admission policies, employment practices, and all other operations.

### **3. Board of Directors**

The governing body for PCS is the Tracy Learning Center Board of Directors. There are nine members of the Board of Directors. Presently there is one vacancy. The Board of Directors meetings are held at a TLC charter school campus location. The Board consists of members with diverse areas of expertise. The chartering agency may appoint a single representative to the Board pursuant to Education Code section 47604(b). The District may also appoint an informal liaison to the school to foster greater communication between the District and the Tracy Learning Center.

The following are current members of TLC's Board of Directors:

Mike Souza – Board President  
Current Position: CFO, Souza Reality & Development  
Education: B.S. in Economics, Santa Clara University

Jeffery Bordes  
Current Position: Business Development Manager: Albertsons  
Education: Bachelors of Music: Berklee College of Music

Kim Kerr  
Current Position: Safeway, Category Manager  
Education: Moorpark College

Linda Wilcox - Vice President  
Current Position: Broker/Owner RE/MAX Diamond Real Estate and Wilcox Design Group.  
Education: AA in Architecture/Interior Design Delta College, additional studies Woodbury University

Timothy Murray  
Current Position: Public Safety Officer for the Sunnyvale Department of Public Safety  
Education: Bachelor of Science from San Jose State University

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Tracy Williams

Current Position: Employee Relations Officer, California Department of Corrections and Rehabilitation at Deuel Vocational Institution

Education: B.S. in Criminal Justice Administration and Minor in Social Work, San Diego State University

Kerry Johnson

Current Position: Retired California Educator

Education: B.A. Political Science & French & M.A. in Education Systems Management Chapman University

Amber Herrera

Current Position: Medical/Social Worker

Education: M.A. in Social Work, CSU East Bay

Guidelines for terms for Board members are unlimited terms. The bylaws of TLC, as amended from time to time, included in the appendix, may set forth additional detail regarding the selection and tenure of Board members.

### **4. Process for Selecting Board of Directors and Creating Policy**

In the event of a vacancy due to a Board member resignation, in which time an ad hoc committee of current board members is appointed and asks for candidates by advertising in the TLC newsletter. Once candidates' applications are accepted, the committee interviews them and nominates and recommends a candidate for Board approval.

The current officers of TLC are a President, Board President, Vice-President, Secretary, and Chief Financial Officer. The Board votes for officers at the first meeting of each school year.

### **5. Meetings**

The TLC Board currently meets once a month on the second Monday with the exception of holidays, in accordance with a regular meeting schedule adopted on an annual (or more frequent) basis. These meetings of the Board of Directors comply with the Ralph M. Brown Act. Board committees may meet in between Board meetings and may make recommendations to the Board of Directors.

### **6. The Decision-Making Process**

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The TLC decision-making process in which all school stakeholders are represented is designed to:

- ensure that all decisions regarding policy and practices made at PCS are focused to achieve the educational student outcomes outlined in the charter;
- involve all staff members in educational program development;
- include parents, community members, and all school personnel as active partners; and
- guarantee that all stakeholders model a collaborative, consensus-building school culture.

The model of decision-making is democratic in nature. The Board of Directors reviews PCS's academic program and provides support in achieving short-term and long-term goals set by the school and Executive Director.

### **7. Duties of Office for Board of Directors**

The duties of the Board of Directors include, but are not limited to:

- promote, guard, and guide the mission of the school;
- hire and evaluate the Executive Director;
- receive reports directly from the Executive Director concerning the total operation of the school, including but not limited to, budget, curriculum, activities, and student achievement data;
- approve all Board policies;
- approve and monitor the annual budget;
- contract with an expert external auditor to produce an annual financial audit;
- review the school master calendar, and approve the schedule of Board meetings;
- participate in the dispute resolution and complaint procedures, when necessary;
- approve annual fiscal audit
- review the District's performance reports; and
- participate in the expulsion process when necessary

To ensure the school's on-going success, the Board of Directors provide accountability, oversight, and leadership.

### **8. Parent Involvement**

The following committees provide parents of PCS enormous opportunities for input on school-wide operations and school involvement activities:

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### English Language Advisory Committee (ELAC)

Parents are solicited by way of the school website and newsletter. All parents who wish to be a part of the committee are included. These parents meet with a designated staff member on a quarterly basis. The committee has the responsibility to:

- advise the staff on programs and services for English Language Learners;
- assist in the development of the school's alternative communications;
- ensure regular school attendance;
- participate in the school's needs assessment;
- solicit and encourage community participation; and
- provide input on the most effective ways to support full participation of English Language Learners in all school activities.

### Parents 4 TLC

This is a newly formed parent group focused on fundraising and community building. They meet once a month.

### Parent Volunteers

PCS has an abundant number of parents who regularly volunteer in the classroom or help with field trips. Parents are made aware of volunteer opportunities through communications from staff (e.g., from teachers, through newsletters to families, etc.), TLC website, our Parent Club, and more.

## **9. Internal Complaint Procedures**

Internal disputes at PCS, including those among students, staff, parents, and Board Members are resolved pursuant to the policies adopted by the Board. The District shall not intervene in any such internal disputes and shall refer any complaints or reports regarding such disputes to the TLC Board of Directors or Executive Director.

TLC designates at least one employee to coordinate its efforts to comply with and carry out its responsibilities under *Title IX of the Education Amendments of 1972* (Title IX) and *Section 504 of the Rehabilitation Act of 1973* (Section 504). This includes any investigation of any complaint filed with TLC alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws.

Primary Charter School has the primary responsibility to ensure compliance with applicable state and federal laws and regulations and has established procedures to address allegations of unlawful discrimination, harassment, intimidation, and bullying, and complaints alleging violation of state or federal laws governing educational

## Primary Charter School- Tracy, CA

programs and the charging of unlawful pupil fees.

Primary Charter School shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedures (UCP) adopted by our Board. Unlawful discrimination, harassment, intimidation, or bullying complaints may be based on actual or perceived age, race, color, religion, sex, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition or on a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity that receives or benefits from state financial assistance or any other characteristic that is contained in the definition of hate crimes. A complaint of noncompliance with laws relating to pupil fees may also be filed pursuant to the UCP. A pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.

## **Element 5: Employee Qualifications**

*“The qualifications to be met by individuals to be employed by the charter school.”*  
*Education Code § 47605(b)(5)(E)*

### **1. Code of Professionalism**

PCS staff members are a dedicated group of professionals who believe that education is a “vocation” and “not a job”. They are bound by a common philosophy and belief that all students are gifted and can learn. Staff members at PCS are actively committed to working together and ensuring that the mission and vision are upheld. The staff is proactive in the planning, implementation, and evaluation of the instructional program and school operation. They are accountable for students’ academic and social growth and will fulfill all required duties and responsibilities.

### **2. Recruiting Qualified Teachers**

PCS teachers of core academic subjects have a Bachelor’s degree and a California Teaching Credential as required under the Charter Schools Act. PCS will comply with Education Code § 47605(l), which states “Teachers in charters schools shall hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold.” These documents shall be maintained on file at the TLC Human Resource office and are subject to periodic inspection by the chartering authority. Pursuant to Education Code section 47605(l), it is the intent of the Legislature that charter schools be given flexibility with regard to noncore, non-college preparatory courses.

All full-time staff members are eligible for all health benefits provided by TLC. TLC’s employee policies and procedures are compiled in an Employee Handbook (included in appendix).

Primary Charter School acknowledges and agrees that all persons are entitled to equal employment opportunity. PCS shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

### **3. Employee Qualifications**

To be employed by TLC the following conditions must be met:

- Fingerprints will be obtained from each new employee in order to obtain a criminal record summary prior to commencing employment through LiveScan, administered by the Department of Justice. The employee is responsible for paying the fingerprint cost.
- All employees who are mandated reporters as defined by Penal Code are to report known or suspected instances of child abuse or neglect. Prior to employment these employees are required to sign a statement, on a form provided by him/her by TLC's Human Resource Director, to the effect that he/she has knowledge of the provisions of Section 11166 and will comply with those provisions. PCS provides all mandated reporters with training as required by law.
- All employees must complete the I-9 form to verify that they have the legal right to work in the United States.
- All employees must provide the results of a Tuberculosis (TB) risk assessment or, if required, a TB test as required by current state and local law and renew their TB verification as required by law.

### **4. Job Descriptions**

To view various PCS job descriptions, please see Appendices where specific qualifications for each title are identified. Classified and other personnel are hired by TLC and are assigned duties for PCS as well as other parts of the organization.

### **5. Process for Staff Recruitment and Selection**

The Human Resources Director under the supervision of the Executive Director with the support of identified staff organizes all selection and employment procedures, which may include, but are not limited to, the following:

- assure equal opportunities and open process;
- announce openings (use of EDJOIN, local paper and website postings);
- recruit applicants through various means;
- request resumes, copies of credentials, and letters of reference;
- verify previous employment and references;
- form a pool of potential candidates;
- review candidates files and portfolios;
- select interview questions and panel;

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- interview candidates;
- recommend top candidates to the Executive Director; and
- Executive Director approves the top candidate.

Prior to the first day of work for any potential employee, TLC performs all required background checks according to existing California State law (verify teaching credential, employment documents, medical clearance (TB), fingerprinting and criminal record clearance, legal status, certification of adherence to mandated reporting (child abuse) requirement, and drug-free environment requirement).

### **6. Staff Evaluation**

#### **Teaching Staff**

The evaluation of the teaching staff at PCS is rooted in ensuring student learning and achievement. The structure of the PCS teacher evaluation model is based on a collaborative effort using the California Standards for the Teaching Profession:

- Standard One: Engaging & Supporting All Students in Learning
- Standard Two: Creating & Maintaining Effective Environments for Student Learning
- Standard Three: Understanding & Organizing Subject Matter for Student Learning
- Standard Four: Planning Instruction & Designing Learning Experiences for All Students
- Standard Five: Assessing Student Learning
- Standard Six: Developing as a Professional Educator

Towards the end of each year, staff sets school and personal goals for improvement and meets with the Executive Director to discuss the goals as well as strengths and areas for improvement. The Executive Director and School Directors conduct informal observations throughout the school year. Feedback is given to staff. Assistance and intervention for teachers include:

- suggestions offered by administrator or curriculum leaders
- peer visitation
- consultation with peers, coaches or others
- substitute release days for planning or visiting other classes
- workshop or webinar attendance

#### **Classified Staff**

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TLC Directors responsible for classified staff give regular feedback and supervision. The Executive Director relies on information from the direct supervisor of such areas as food services, maintenance, coaches, and office staff. Assistance and intervention for classified staff includes:

- workshops and training
- mentoring and conferencing as needed
- conflict resolution

All TLC employees, classified or certificated are employed pursuant to an at-will contract. All staff understands contracts are based on the charter's ability to recruit and maintain students.

## **Element 6: Health and Safety**

*“The procedures that the charter school will follow to ensure the health and safety of pupils and staff...” Education Code § 47605(b)(5)(F)*

PCS is committed to providing a safe and healthy environment in which every member of the school community learns and thrives. PCS continues to ensure the safety of all students and staff by complying with state and federal laws. PCS has a comprehensive plan of health, safety, and risk management policies. This plan is kept on file and is updated annually. The Disaster Preparedness Plan utilizes F.E.M.A. guidelines in its planning and preparation. All staff receives training in emergency response, including appropriate “first responder” training or its equivalent.

### **1. Emergency Preparedness**

PCS has developed policies and procedures for response to natural disasters and emergencies, including fires and earthquakes (see Appendices). All instructional and administrative staff is trained in basic first aid.

### **2. Fire Drills**

The administrator or designee shall cause the fire alarm signal to be sounded at least once every month.

- The administrator shall notify staff as to the schedule for fire drills.
- Whenever a fire drill is held, all students, teachers, and other employees shall be directed to leave the building.
- Teachers shall ascertain that no student remains in the building.
- Teachers shall be prepared to select alternate exits and shall direct their classes to these exits whenever the designated escape route is blocked.
- The administrator or designee shall keep a record of each fire drill conducted and file a copy of this record in the office.

When a fire is discovered in any part of the school, the following actions shall be taken:

- The administrator or designee shall sound fire signals, unless the school and/or building are equipped with an automatic fire detection and alarm system.
- The administrator or designee shall call 911.
- All persons shall be directed to leave the building and shall proceed outside to designated assembly areas.
- Staff shall give students clear direction and supervision and help maintain a calm

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demeanor.

- Teachers shall hold up red/green card based on results of attendance  
Green = all students present and accounted for  
Red = student(s) missing
- Staff shall monitor and assist in the supervision of surrounding students.
- Staff and students wait for the “All Clear” announcement before returning to class.

During lunch time, all students will follow the instructions of the nearest adult and proceed to the designated assembly area. Staff will join the students and follow the steps listed above.

### **3. Earthquake Drills**

Regular emergency evacuation drills are conducted in accordance with the regulations of state and federal guidelines. Students will be taught the “Duck and Cover” routine. A disaster drill commencing with the “Duck and Cover” routine will be initiated by an announcement over the intercom or other signal. During the “Duck and Cover” routine in the classroom, teachers will have students get under a desk, or table, or against the wall away from the windows. Students must remain quiet and orderly so they will be able to hear additional instructions when given. All drills will be concluded with an “All Clear” announcement on the intercom, or a visible signal from the administrative staff.

The following are the procedures for an earthquake drill:

- Teachers give “DROP” command at first indication of quake or ground movement or the sounding of the alarm indicating an earthquake drill.
- Students and teachers seek protective cover under or near desks, tables, or chairs in the kneeling position with hands around their heads no matter where they are on campus.
- Students remain in “DROP” position until ground movement ends or instructed by the teacher to get up.
- At the completion of ground movement, teacher must ascertain possible injury and determine the ability of class to evacuate.
- The teacher then gives the command to evacuate the classroom and building, using established route (students outside of classrooms meet at the designated assembly area).
- Teachers remove necessary supplies upon evacuation and leave doors unlocked.
- Injured students, who cannot walk or be carried, should be left behind to be taken care of by the Search and Rescue teams.

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- Upon reaching the designated assembly area, each teacher takes attendance and reports with red/green cards.

During lunch time or between classes, at the first indication of ground movement or alarm, teachers will instruct students to take a drop position under lunch tables, or clear of buildings, trees, and power lines, and cover their heads with their hands. They remain in that position until given additional instructions to evacuate the area and proceed to the designated assembly area, and report to their assigned classroom teacher.

In the case of disasters other than earthquakes, the administrative staff will contact each room, counsel staff of potential dangers, and give further directions or orders. Teachers and students will remain in their classrooms until instructions are received for an “All Clear” or an evacuation. For safety purposes, no one will leave the rooms. If there has been a chemical spill, the teacher must make sure that all doors, windows, and vents remain closed. The school site maintenance staff will turn off the gas. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas, including outdoor facilities.

A disaster of a significant nature may require the evacuation of PCS. Immediately upon notification by outside authorities that PCS must be evacuated, the administrative staff will verify the name and position of the person placing the alert. Once the source is confirmed, the administrative staff will give the evacuation code word over the intercom. Teachers will proceed with their students to the nearest school exit indicated on the evacuation map posted for this purpose. Before leaving the room, teachers will make sure they have their rosters with them. Students who are not in a classroom at the time the intercom signal is given will attach themselves to the nearest teacher exiting the building for purposes of getting to the designated evacuation site. Prior to evacuation, offices, bathrooms, and all other common areas and outdoor facilities will be searched by staff members designated by the administration.

Once at the designated assembly area, teachers and other staff will ensure that all students find their respective teachers. Teachers will then take attendance to ensure that all students are present. The names of any missing students will be given to the office personnel and an individual will be assigned the task of finding any missing students. Teachers will work together to take care of students with injuries, respiratory problems, or other medical conditions. Teachers will stay with their classes for the duration of the emergency. In the event of an evacuation, all school employees are immediately designated “Civil Defense Workers” and are not allowed to leave school until they are given official clearance to do so by the administration. Students will remain with their teachers at the designated assembly area until the administrative staff

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gives the “All Clear” signal. In the event students cannot return to the school site, the administrative staff will notify parents and/or the media as to where the students can be picked up. The office personnel will sign out students as they are being picked up by a parent or other adult listed on the emergency information form. Parents will be asked to remain in a designated area, and students will be escorted to the designated area for release.

### **4. Facilities**

Based upon the past Memorandum of Understanding (MOU), the relationship of Tracy Learning Center and Tracy Unified School District, the needs of the Charter School and the expectations of the families and students, the Charter School desires to maintain its exclusive location at the existing public school site, 51 East Beverly Place in Tracy, CA for grades TK-8 and Millennium High School. Please note, upon approval of this charter petition, PCS intends to relocate TK to the Beverly Place site beginning with the start of the renewal term.

### **5. Staff Responsibilities**

All employees are responsible for their own safety, as well as that of others in the workplace. PCS relies upon its employees to ensure that work areas are kept safe and free of hazardous conditions. If an employee suspects a danger is present on school premises, or in a product, facility, piece of equipment, process, or business practice for which PCS is responsible, the employee will bring it to the attention of the administration immediately.

The Facilities Director, under the direction of the Executive Director, will arrange for the correction of any unsafe condition(s) or concealed danger immediately and will contact staff of the problem. Employees are encouraged to report any workplace injury/accident to the administration as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, the administration or assigned staff assists employees in obtaining medical care, after which the details of the injury or accident must be reported.

On a periodic basis, PCS 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 is not permitted.

## **6. Role of Staff to Report Child Abuse**

The laws for reporting child abuse, acts of violence, and other improprieties as mandated by federal, state, and local agencies will be strictly followed. PCS adheres to the requirements of *California Penal Code §11166* regarding child abuse reporting. PCS staff must report to the proper authorities if they suspect the following occurring to a student:

- sexual assault;
- neglect;
- willful cruelty or unjustifiable punishment;
- cruel or inhumane corporal punishment; and/or
- abuse in out-of-home care

The reporting person need only “reasonably suspect” that abuse or neglect has occurred. The reporting person does not have to prove abuse.

Administration works with all faculty and staff members to make sure all appropriate steps are taken if a child abuse situation occurs. All faculty and staff understand that it is their duty and responsibility to report any reasonable suspicions of child abuse or neglect. A written report of the situation will be completed and the Child Protective Services will be immediately notified. If necessary, the local Police Department will be informed of the situation as well. The reporting person is responsible for providing all the necessary information and child abuse reports to the Child Protective Services and/or Police Department since he/she will be most knowledgeable of the situation.

Should it be necessary to remove the child from school, staff will obtain the contact information of the agent removing the child. This information will be placed in the student’s record and will be made available to the appropriate parent or guardian.

## **7. Student Health and Safety**

PCS is committed to ensuring that students have a safe and healthy environment in which to learn. The following procedures have been implemented:

- Immunizations must be up-to-date with required boosters.
- Prior to admission, parents must present proof of immunization for polio, TDAP, measles, mumps, hepatitis, rubella, and any other immunizations required for enrollment in non-charter public schools.
- Records of student immunizations are maintained in the front office.
- A required emergency form for all students and staff will be completely filled out

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- each year and updated throughout the year as necessary.
- PCS provides appropriate screening for students' health equivalent to that provided by non-charter public schools per state mandates.
  - A referral is made through the front office to agencies and/or local hospitals for chronic illness and treatment of communicable disease.
  - Students will be released during the school day in the custody of an adult only if:
    1. The adult is/are the student's custodial parent(s)/guardian(s).
    2. The adult has been authorized on the student's emergency form as someone to whom the student may be released when the custodial parent/guardian cannot be reached, and the administration and/or designee verifies the adult's identity.
    3. The adult is an authorized law enforcement officer acting in accordance with the law.
    4. The adult is taking the student to emergency medical care, at the request of the administration and/or designee.
  - A policy that establishes the school functions as a drug, alcohol, and tobacco-free workplace.
  - Students are required to adhere to an established shoe code, which is clearly communicated through the PCS Student Handbook.
  - A discipline policy for all students is clearly outlined in the PCS Student Handbook.

### **8. Medication in School**

Students requiring prescription medications and other medicines during school hours are accommodated. Processes outlining the administration of medication to students will be implemented according to all applicable state and local requirements.

### **9. Blood-Borne Pathogens**

PCS meets state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the workplace. A written infectious control plan is in place designed to protect employees and students 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 bodily fluids through injury or accident, staff and students will follow the latest protocol for disinfecting procedures.

## **10. Procedures for Background Checks**

In accordance with California Education Code § 44237 and other applicable provisions, fingerprints are obtained on each new employee in order to obtain a criminal record summary from the Department of Justice. Employees will submit fingerprints to the Department of Justice via LiveScan processing. Employees will not start work until results are received from the Department of Justice and the employee is cleared to begin work. As noted above, other persons determined by PCS to have more than limited contact with pupils, such as certain contractors and volunteers, shall also be required to be screened by their employers or PCS, as appropriate.

## **11. Sexual Harassment Policies and Procedures**

PCS is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, color, religion, sex, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, or any other characteristic protected by California or federal law. PCS has a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at PCS (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and is addressed in both our Staff Handbook and policies. School staff is trained on the harassment policy. PCS will immediately undertake a thorough and objective investigation of any harassment allegation(s).

## **12. Insurance Requirements**

TLC has secured and maintains, as a minimum, insurance coverage with insurance companies rated A.M. Best A- or better or recognized joint powers insurance authorities which serve charter schools. The specific insurance information can be found in the Appendix.

Coverage and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies.

TLC shall furnish to the District upon request all new policies, renewals or changes, and copies of certificates of such insurance signed by authorized representatives of the insurance carrier.

TLC adheres to established claim reporting guidelines, especially as they relate to timelines and completeness of reporting, and providing assistance requested by the

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underwriting agency or its representatives in the investigation and defense of a claim. As stated herein, TLC maintains appropriate risk management practices including screening of employees, establishes codes of conduct for students, and disputes resolution.

**Element 7: Means to Achieve Racial and Ethnic Balance**

*“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.” Education Code § 47605(b)(5)(G)*

PCS strives to have a broad representation of ethnic groups within our staff and student population. We have achieved a representative balance of the Tracy Community. Lottery selection will ensure fair and equitable selection of students in the event that more students apply than can be accommodated. Despite the need for a lottery to determine enrollment, PCS has continued to reflect the district demographics as illustrated in the table below.

2017-18 Enrollment by Sub Group	PCS	Tracy Unified School District
Hispanic	47%	51.4%
American Indian	0 %	.3%
Asian	8.5%	11.2%
Pacific Islander	.3%	1%
Filipino	3.6%	5.5%
African American	6.6%	5.9%
White	26.4 %	21.1%
Two or More Races	8.3%	3.6%

**1. Community Outreach Plan**

**Brochures and Mailings** – Brochures and Application for Admission forms are available in English and Spanish. A Director of Admissions is available to meet with any interested parent or student throughout the year. This is sent during the month of Open Enrollment which is in February.

**Media** – Newspapers are notified of open enrollment. At times ads are taken out at the Tracy Mall and notices are given to Public Access TV (channel 26)

**Electronic Media** – The school website announces open enrollment and has a link to the application for students. The website is a great source of information about current school events, the school mission and vision, agendas and meetings, counseling information and other content that informs others about the school.

**Wait List** – All students on the wait list are contacted to be certain they wish to remain on the waiting list for another year. As openings occur, these students are notified. Currently there are approximately 576 students on the PCS wait list.

## **Element 8: Admission Requirements**

*“Admission policies and procedures, consistent with subdivision (d) [of Ed. Code section 47605].” Education Code § 47605 (b)(5)(H)*

### **1. Non-Discrimination**

PCS attracts a diverse student population including low achieving and socioeconomically disadvantaged students from surrounding areas, and abides by all state and federal laws regarding admissions. Our recruitment efforts are an attempt to achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the district. PCS shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, or any other characteristic protected by California or federal law. PCS abides by all applicable state and federal guidelines regarding admissions and enrollment procedures.

### **2. Open Enrollment Process/Admissions Requirements**

PCS has established a period of open enrollment for the month of February each year. During the open enrollment period, students' Application for Admission forms are accepted. The form needed for application is available on line, in the school office, or may be requested over the phone. All applications must meet the deadline and must be returned in person or by mail. A copy of the one page application in both English and Spanish is included in the appendix. A public drawing/lottery is held in early March. This lottery is primarily only needed for Kindergarten but PCS will hold a lottery for other grades as necessary. TK students are part of PCS and are automatically moved into Kindergarten. Preschool has no preference and must follow application protocol. PCS will notify the District of the date, time, and place of the random public lottery so that they may attend. The district will receive a copy of the wait list by name and grade established by the lottery after names are drawn. This list will be sent to the district within one week of the lottery. The process set forth below in Section 3 is followed.

Following the lottery, if necessary, students not able to attend PCS due to space limitations are placed on a waiting list which is a continuation of the lottery. After the lottery students are placed on the waiting list in the order in which the Application for Admissions is received. Each year, parents are notified in the spring to be certain they wish to remain on the waiting list.

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The enrollment process is comprised of the following:

- completion of the Application for Admission

After students have been admitted they are required to:

- attend an initial interview with a designated teacher
- complete an emergency form
- provide a copy of their 504 or IEP if available

### **3. Random Public Drawings/Lottery**

PCS has a hierarchy of preferences for enrollment. The following rules and procedures are communicated to all interested parties prior to holding the lottery. Current students are not included in the lottery because they are already members of PCS, and TK students are considered current students for purposes of admissions.

Students automatically admitted, in order of hierarchy are:

1. children of TLC Board of Directors
2. children of staff
3. siblings of currently enrolled

Preference in the lottery if any space is left is given to:

1. students who reside in the Tracy Unified (K-12) School District boundaries
2. students outside the Tracy Unified School District.

Lottery procedures will be as follows:

1. prior to the lottery taking place, all students in the preference categories as shown above shall be admitted to the school for the coming year in the order presented above
2. if a newly admitted student has siblings who have also applied, those siblings shall be exempted from the lottery as well and placed on the list of siblings exempted from the lottery following those siblings already included.
3. if the total of all preference categories exceeds space available, the additional preference students shall be placed on a priority wait list in the order set forth above and shall not be included in the lottery.
4. students on the priority wait list shall be admitted as space becomes available and prior to any students from the regular wait list established during the lottery itself. All students, once accepted, remain at the school as long as they wish. Preference category students cannot replace students already attending.
5. the lottery will take place within fifteen (15) calendar days of the closing the open enrollment period as defined above.

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6. the lottery will take place on the school's campus or in a facility large enough to allow all interested parties who wish to attend to do so.
7. all interested parties will know, prior to the holding of the lottery, how many openings are available in the school and in the different grades served by the school.
8. the lottery will take place on a given published date and place
9. PCS will comply with all applicable state and federal laws related to the oversight of charter schools.

Following the lottery, the admissions procedures listed below shall be applied for the coming school year:

1. as space become available, students shall be admitted first from the priority wait list for a given grade only once all priority wait list students have been enrolled shall students be enrolled from the regular wait list
2. siblings of any students admitted from either the priority or wait list shall at that point be exempted from the standard lottery process. When a student is admitted from the priority or wait list, any siblings of that student who are not yet enrolled shall be moved to the end of the priority wait list in order to ensure concurrent enrollment of siblings to the extent possible

Families promoted from the wait list shall be contacted when there is an opening. Contact will be made by personal phone call by the Director of Admissions. Parents have twenty four hours from the first notification to respond. Those families not responding within the twenty four hour period will forfeit their right to enroll all of their children in the school. The next student on the waiting list shall be contacted for the open position. Parents who forfeit their right to accept enrollment when offered but are still interested in enrolling at PCS must reapply.

Wait lists are updated annually. In order to remain on a wait list, parents need to respond to a written request from PCS asking if they wish to remain on the wait list. If a parent does not respond, their child is removed from the wait list.

### **4. Re-enrollment**

If a current student leaves PCS for another school and then wishes to return to PCS, the student will be placed on the waiting list.

## **Element 9: Annual 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.” Education Code § 47605(b)(5)(I)*

### **1. Annual Independent Audit**

The TLC Board of Directors will contract with independent auditors and oversee the preparation and completion of an annual audit of the school’s financial affairs. The Board of Directors shall be responsible for contracting with an auditor. The independent audit will be conducted by an accountant certified by the State of California with knowledge of school budget and accounting procedures. This audit will be conducted according to Generally Accepted Accounting Principles (GAAP) and the applicable provisions within the California Code of Regulations governing audits of charter schools, as published in the State Controller’s Guide.

### **2. Audit Exceptions and Deficiencies to be Resolved**

The TLC Board of Directors will review any audit exceptions or deficiencies and determine how to resolve them. Audit exceptions and deficiencies shall be resolved in conference with the independent auditor to the satisfaction of the District.

PCS will provide the District with the final audit results by December 15<sup>th</sup> of each year for the prior fiscal year ending June 30<sup>th</sup>. The audit will also be submitted to the California Department of Education, the San Joaquin County Office of Education, and the State Controller’s Office by December 15<sup>th</sup> following each school year.

### **3. Financial Reports**

PCS will submit the following reports to the District and the San Joaquin County Office of Education pursuant to Education Code § 47604.33:

- Preliminary Budget - by July 1
- Interim Financial Report - by December 15, reflecting changes through October 31
- Second Interim Financial Report - by March 15, reflecting changes through January 31
- LCAP for Primary Charter approved by the TLC Board by July 1
- Unaudited Actuals - by September 15, reflecting entire fiscal year through June

#### **4. Oversight**

The District may charge an oversight fee not to exceed one percent (1%) of the general purpose and categorical block grant revenue received by PCS (or three percent (3%) in the case that the District provides substantially rent-free facilities for use by PCS ) in accordance with Education Code §47613, to offset administrative costs required for comprehensive oversight. The oversight fee will be based on the general purpose entitlement and categorical block grant funding provided to PCS at the Second Principal Apportionment (P-2). The District, in the past, has charged 1% oversight and, under a facilities use agreement with PCS, an additional 2% for facility use. PCS and the other TLC charter schools have a 30 year Facilities Use Agreement with the District.

## **Element 10: Student Suspensions 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 his or her 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 him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).” Education Code § 47605(b)(5)(J)*

Primary Charter School shall provide due process for all students, including adequate notice to parents/guardians and students regarding suspension and expulsion, including rights to appeal as applicable. PCS shall comply with the Charter and all applicable state and federal law in that regard.

PCS has developed a comprehensive set of student discipline policies in the form of a student handbook (“Handbook”) with the participation of parents, students and teachers.

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The Handbook will be reviewed and evaluated every year, and updated as necessary to reflect any new additions or changes to state and federal laws.

Expectations regarding student attendance, mutual respect, substance abuse, violence, bullying, and safety are addressed as part of Handbook. Any student who repeatedly violates behavioral expectations will be required to attend a meeting with school staff and the student's parent or guardian.

Charter law requires the petition to describe the procedures by which pupils can be suspended or expelled. Other important discipline policies, such as non-expulsion dismissals, if utilized by PCS will be included in the Handbook.

This Pupil Suspension and Expulsion Policy (described below) has been established in order to promote learning and protect the safety and well-being of all students at PCS. When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction, or take other disciplinary measures as necessary. This policy shall serve as PCS's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. PCS shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, including, for example, any modification of the lists of offenses for which students are subject to suspension or expulsion.

PCS staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Handbook and will clearly describe behavioral expectations. Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, use of alternative educational environments, suspension or expulsion.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion. PCS will develop a progressive discipline policy to ensure that staff enforces disciplinary rules and procedures fairly and consistently amongst all students and accords all students due process.

PCS shall ensure the appropriate interim placement of students during and pending the completion of the school's student expulsion process.

PCS will implement operational and procedural guidelines ensuring federal and state

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laws and regulations regarding the discipline of students with disabilities are met. The school shall also ensure staff is knowledgeable about and complies with the school's policies with regard to special education.

Within 30 days of expulsion, the Charter School shall notify the superintendent of the school district for the student's last known address that the student was expelled.

### **1. Grounds for Suspension and Expulsion of Students**

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: (a) while on school grounds; (b) while going to or coming from school; (c) during the lunch period, whether on or off the school campus; (d) during, going to, or coming from a school-sponsored activity. Suspensions and expulsions are recommended by either the Executive Director or his or her designee acting in his or her capacity as Discipline Officer.

### **2. Enumerated Offenses**

#### Discretionary Offenses

Students may be disciplined when a Discipline Officer determines that the pupil failed to comply with the school's policies or expectations regarding attendance, mutual respect, sexual harassment, substance abuse, violence, or safety. Offenses that could lead to suspension or expulsion include but are not limited to:

- (a) Caused, attempted to cause, or threatened to cause physical injury to another person, or willfully used force or violence upon the person of another, except in self-defense.
- (b) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
- (c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or intoxicant of any kind.
- (d) Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health

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and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

- (e) Committed or attempted to commit robbery or extortion.
- (f) Caused or attempted to cause damage to school property or private property.
- (g) Stolen or attempted to steal school property or private property.
- (h) Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
- (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 Section 11014.5 of the Health and Safety Code.
- (k) Knowingly received stolen school property or private property.
- (l) Possessed an imitation firearm, as defined in Education Code Section 48900(m).
- (m) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 234.4 of the Penal Code.
- (n) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- (o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- (p) Engaged in, or attempted to engage in, hazing, as defined in Education Code Section 48900(q)
- (q) Engaged in an act of bullying, as defined in Education Code Section 48900(r).
- (r) Committed sexual harassment as defined in Education Code Section 212.5.
- (s) Caused, attempted to cause, threatened to cause, or participated in an act of,

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hate violence, as defined in subdivision (e) of Section 233.

(t) Intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.

(u) Made terroristic threats against school officials or school property, or both, as defined in Education Code Section 48900.7(b).

### Mandatory Suspension Offenses

Students shall be suspended and may be recommended for expulsion when a Discipline Officer determines that the pupil:

- (a) Caused serious physical injury to another person, except in self-defense.
- (b) Possessed any knife or other dangerous object of no reasonable use to the pupil.
- (c) Unlawfully possessed of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for: (i) the first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis; and (ii) the possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.
- (d) Committed robbery or extortion.
- (e) Committed assault or battery, as defined in Section 240 and 242 of the Penal Code, upon any school employee.

### Mandatory Expulsion Offenses

Students shall be suspended and recommended for expulsion when a Discipline Officer determines that the pupil:

- (a) Possessed, sold, or otherwise furnished a firearm.
- (b) Brandished a knife at another person.
- (c) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
- (d) Committed or attempted to commit a sexual assault as defined in Education Code Section 48900(n) or committing a sexual battery as defined in

Section 48900(n).

- (e) Possessed an explosive.

### **3. Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

#### **Conference**

Suspension may be preceded, at a Discipline Officer's discretion, by a Suspension Conference conducted by a Discipline Officer or designee with the student and his or her parent/guardian. If a student is suspended without a Suspension 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 Suspension 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. The Discipline Officer shall make the final suspension determination.

#### **Notice to Parents/Guardians**

At the time of the suspension, a Discipline Officer 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.

#### **Suspension Time Limits/Recommendation for Expulsion**

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. For any suspension of more than five (5) consecutive school days, the student will also be recommended for expulsion and Charter School will follow the expulsion procedures described below. Upon a recommendation of expulsion by a Discipline Officer, the pupil and the pupil's guardian or representative will be invited to a Suspension Conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by a Discipline Officer or designee upon either of the following: 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.

#### **4. Authority to Expel**

A student may be expelled by a Discipline Officer. Unless an appeal hearing is timely requested by the student's parent, a Discipline Officer's determination is final.

#### **5. Expulsion Procedures**

##### **Notice to Parents/Guardian.**

The parent(s) or guardian of a student shall have ten days from issuance of a written notice of a Discipline Officer's recommendation for expulsion to file a written request for an appeal hearing to be presided over by neutral officer(s) designated by Executive Director or Board (the "Hearing Officer"). At a minimum, the Hearing Officer will comply with the "neutral officer" requirements under Education Code section 47605(b)(5)(J)(ii)(II). If no appeal is requested, the expulsion becomes final as of the 11<sup>th</sup> day following a Discipline Officer's recommendation for expulsion.

##### **Hearing.**

The Hearing Officer shall hold an appeal hearing within 15 days of receipt of a timely request for an appeal of a Discipline Officer's recommendation for expulsion. During the hearing, the student shall have the right to representation, the right to present evidence, and the right to question PCS representatives. The hearing shall be held in a closed setting unless the Pupil makes a written request for a public hearing at least three days prior to the hearing.

Written notice of the hearing shall be provided to the student and the student's parent/guardian at least ten 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, time and place of the expulsion appeal hearing;
- (2) A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
- (3) A copy of the school's rules or policy 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 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.

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The student and/or his or her parent(s) or representative must present all written and oral evidence and argument to be considered for the appeal at the hearing. The school secretary or Hearing Officer's designee shall prepare minutes of the proceeding, which shall become part of the record of the proceeding along with all written evidence or other material submitted to the Hearing Officer. After considering the evidence, including testimony presented at the hearing, the Hearing Officer shall either (1) support a Discipline Officer's recommendation for expulsion, (2) reject that recommendation, or (3) modify that recommendation.

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

The Hearing Officer may determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Hearing Officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

### **Record of Hearing**

A record of the hearing shall be made by minutes taken by the school secretary or Hearing Officer's designee.

## **6. 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 a Discipline Officer to expel must be supported by substantial evidence that the student committed an expellable offense. The Hearing Officer's findings and determination 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 Hearing Officer determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

The final decision by the Hearing Officer shall be made within ten school days following the conclusion of the hearing, in the form of written findings of fact. The decision of the Hearing Officer is final. If the Hearing Officer decides against expulsion, the pupil shall

immediately be returned to his/her educational program.

## **7. Written Notice to Expel**

Following a decision of the Hearing Officer to expel, PCS shall send written notice of the determination to expel, including the Hearing Officer's findings of fact, to the student and parent/guardian. This notice shall also include the following: notice of the specific offense committed by the student; and notice of the student's or parent/guardian's obligation to inform any new district or school in which the student seeks to enroll of the student's status with the school.

PCS shall send a copy of the written notice of the determination to expel to the school district of the student's last known residence.

### **No Right to Appeal Hearing Officer Determination**

The Hearing Officer's determination after the expulsion appeal hearing is final.

### **Expelled Pupils/Alternative Education**

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. PCS 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.

## **8. Disciplinary Records**

PCS shall maintain records of all student suspensions and expulsions. Such records shall be made available to the authorizer upon request.

## **Special Education Students**

A student identified as an individual with disabilities or for whom the campus has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act ("IDEIA") 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. Prior to recommending expulsion in such cases, the school shall conduct a manifestation determination meeting. PCS will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom the 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.

## **9. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities**

### **Notification of SELPA**

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

### **Services During Suspension**

Students suspended for more than ten 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, and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as deemed appropriate, a functional behavioral assessment or functional analysis, 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 (including, but not limited to an offer of Independent Study).

### **Procedural Safeguards/Manifestation Determination**

Within ten school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation behavioral rules and expectations as set forth in the Handbook, PCS, 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 PCS, 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.

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If PCS, 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 or a functional analysis assessment and implement a behavioral intervention plan for such child, provided that PCS 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 PCS agree to a change of placement as part of the modification of the behavioral intervention plan.

If PCS, 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 result of the failure to implement the IEP/504 Plan, then PCS may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

### **4. Due Process Appeals**

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or PCS's belief 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.

### **10. Involuntary Removal**

No pupil shall be involuntarily removed by PCS 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 schooldays 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 him or her of the right to a hearing adjudicated by a neutral officer before the effective date of the action. If the pupil's parent, guardian, or educational rights holder exercises the right to a hearing, the pupil shall remain enrolled and shall

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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 or expulsions.

### **11. Gun-Free Schools Act**

PCS shall comply with the federal Gun Free Schools Act.

### **12. Readmission**

The TLC Board may adopt rules establishing a procedure for filing and processing requests for readmission and the process for the required review of an expelled pupil for readmission. Upon completion of the readmission process, the TLC Board may readmit the pupil.

## **Element 11: Retirement Programs**

*“The manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security.” Education Code § 47605 (b)(5)(K)*

TLC currently participates in the State Teachers’ Retirement System (STRS) and the Public Employee Retirement System (PERS) program available to all eligible persons working at the school. The Director of Human Resource in conjunction with ARI, our contracted business services provider, will be responsible for appropriate arrangements for retirement coverage that have been made. All withholding from employees and TLC will be reported and forwarded to the STRS fund as required, and TLC will continue to comply with all policies and procedures for payroll reporting. Employees will accumulate service credit years in the same manner as all other members of STRS and/or PERS, as applicable. The TLC Board of Directors reserves the right to offer additional or alternative plans as it deems appropriate.

Every effort will be made for financial compensation for all employees of TLC at a salary level competitive to attract and retain qualified teachers and staff.

**Element 12: Attendance Alternatives**

*“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.” Education Code § 47605(b)(5)(L)*

Pupils who choose not to attend PCS may choose to attend other public schools in their district of residence or pursue an intra/inter-district transfer in accordance with existing enrollment and transfer policies of the District.

### **Element 13: Rights of Charter Employees**

*“The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.” Education Code § 47605 (b)(5)(M)*

Persons employed by TLC are not considered employees of the District for any purpose whatsoever. Employees of the District who resign from District employment to work at TLC and who later wish to return to the District shall be treated the same as any other former District employee seeking reemployment. No special provisions pertaining to leave and return rights for District union employees shall apply to PCS employees, but shall be handled by District in accordance with its then-current collective bargaining agreements. TLC shall not have any authority to confer any rights to return to district employees. Employment by PCS provides no rights of employment at any other entity, including, but not limited to, any rights in the case of closure of PCS.

## **Element 14: Mandatory Dispute Resolution**

*“The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.” Education Code § 47605 (b)(5)(N)*

PCS and the District agree to resolve all disputes regarding this charter pursuant to the terms of this section. All parties will refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

Any controversy or claim arising out of or relating to the charter agreement, except any controversy or claim that is in any way related to revocation of this charter, will be handled first through an informal process in accordance with the following procedures. Revocation proceedings shall proceed in accordance with applicable laws and regulations.

### **1. Written Notification**

A written notification, identifying the nature of the dispute and any supporting facts, must be submitted by the complaining party to the other party. The written notification may be tendered by personal delivery, facsimile, or certified mail. The written notification will be deemed received if: (a) it is personally delivered by 4:00 p.m. or otherwise on the business day following personal delivery; (b) it is communicated through facsimile, upon electronic confirmation of receipt; or (c) it is delivered by mail, two (2) business days after deposit in the U.S. mail. All written notices to the District shall be addressed to the Superintendent. All written notices to PCS shall be addressed as follows:

Primary Charter School  
Virginia Stewart, Executive Director  
51 E. Beverly Place  
Tracy, CA 95376

### **2. Written Response**

A written response shall be tendered to the complaining 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 claim or controversy (“Resolution Conference”). The Resolution Conference shall take place within fifteen (15) business days from the date the written response is received by the other party or another mutually-agreeable date. The written response may be tendered by personal delivery, facsimile, or certified mail. The written response shall be deemed received if: (a) it is personally delivered upon date of delivery to the

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address of the person to receive such notice by 4:00 p.m., or otherwise on the business day following personal delivery; (b) it is communicated by facsimile, upon electronic confirmation of receipt; or (c) it is delivered by mail, two (2) business days after deposit in the U.S. mail.

### 3. Mediation for Non-Agreement

If the controversy, claim, or dispute cannot be resolved by mutual agreement at the Resolution Conference, then either party may request that the matter be resolved by mediation. Each party shall bear its own costs and expenses associated with the mediation. Both the mediator 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 the Resolution Conference. The parties shall mutually agree upon the selection of a mediator to resolve the controversy, claim, or dispute. If the mediation is not successful, then the parties agree to settle the controversy, claim or dispute by binding arbitration conducted by a single arbitrator in accordance with the guidelines of the American Arbitration Association. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party shall bear its own costs and expenses, including attorneys' fees, associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration shall be shared equally among the parties.

Both 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.

### 4. Refusal to Arbitrate

Any party who fails or refuses to submit to arbitration shall bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

## Internal Disputes

All internal disputes between parents, teachers, students, administrators, and Board of Directors members of TLC shall be resolved by the school according to the school's own internal policies. The District shall not be involved with internal disputes of the school unless the school requests the District's involvement.

## Element 15: Charter School Closing 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.” Education Code § 47605 (b)(5)(O)*

The following are closing procedures that abide by *California Education Code §47605(b)(5)(O)*, should the school close for any reason. The decision to close the school, either by the TLC Board of Directors or by the District, will be documented in a Closure Action. The Closure Action will be deemed to have been automatically made when any of the following occur:

- The charter is revoked in accordance with the State laws and regulations with regard to revocations, or not renewed by the District and PCS has exhausted its appeal rights;
- The TLC Board of Directors votes to close the school; or
- The charter lapses.

Upon school closure, the Board of Directors will be responsible for overseeing all closure-related activities, and may delegate that responsibility to the Executive Director or other staff member.

In the event of a Closure Action, written notification will be made promptly to the parents/guardians/caregivers of the enrolled students, District, SELPA, County Superintendent of Schools, retirement systems in which the school’s employees participate, and the California Department of Education. The written notification will include the effective date of closure, the name and contact information for the person to whom reasonable inquiries may be made, the students’ school districts of residence, and the manner in which parents/guardians/caregivers may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements.

The written notification to parents may also include information on assistance in transferring their child to another appropriate school and the process for the transfer of the student’s records. All transfers of student records will be made in compliance with the *Family Educational Rights and Privacy Act (“FERPA”) 20 USC Section 1232g*. PCS will ask the pupils’ schools districts of residence to store original records of charter school students if the pupil’s parents do not request that records be transferred to

## Primary Charter School- Tracy, CA

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

PCS shall provide a list of students in each grade level and the classes they have completed, together with information on the students' districts of residence, to the person/entity responsible for conducting closure-related activities.

A financial closeout audit of the school will be paid for by PCS. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to PCS. The final independent audit shall be completed within six (6) months after the closure of the school and the report will be provided to the District promptly upon its completion. An independent auditor who is on the State's approval list of education auditors will employ generally accepted accounting principles to conduct this audit. Upon closure, any liability or debt incurred by PCS will be the responsibility of PCS and not the District. PCS will utilize its reserve funds to cover the expenses of school closure.

In accordance with state law, all unrestricted assets (acquired with public or private funds) including, but not limited to, all real estate properties, capital outlay and equipment, personal properties, intellectual properties, all ADA apportionments, and other revenues generated by students attending PCS, remain the sole property of the nonprofit public benefit corporation TLC. If the corporation dissolves, any such assets shall be distributed in accordance with the distribution plan adopted by the corporation and consistent with the Articles of Incorporation. The distribution plan may include allocation to other charter schools, or other public or nonprofit entities, in accordance with state law.

For six (6) calendar months from the Closure Action, or until the budget allows, whichever comes first, sufficient staff as deemed appropriate by the TLC Board of Directors, will maintain employment to take care of all necessary tasks and procedures required for a smooth closing of the school and student transfers. All other staff employment will be terminated upon Closure Action.

In addition to a final audit, PCS will also submit any required year-end financial reports to the California Department of Education and the District in the form and timeframe required.

# APPENDIX

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ENDORSED - FILED  
in the office of the Secretary of State  
of the State of California

NOV 13 2001

BILL JONES, Secretary of State

RECEIVED  
OCT 20 2005

ARTICLES OF INCORPORATION  
OF  
TRACY LEARNING CENTER  
(A California Non-Profit Public Benefit Corporation)

I.

The name of the Corporation shall be: Tracy Learning Center.

II.

The Corporation is a non-profit public benefit corporation and is not organized for the private gain of any person. It is organized under the Non-Profit 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 one or more charter schools approved by the Tracy Unified School District.

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:

Phillip Murray  
Spector, Middleton, Young & Minney, LLP  
7 Park Center Drive  
Sacramento, CA 95825

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 non-profit public benefit provisions of the Non-Profit 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.

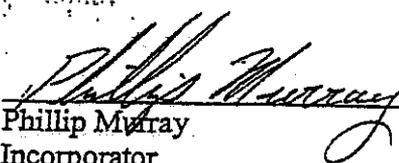
V.

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 non-profit 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: 11-12-2001

  
Phillip Murray  
Incorporator



**FIRST RESTATED BYLAWS**  
**OF**  
**TRACY LEARNING CENTER**

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**RESTATED BYLAWS  
OF  
TRACY LEARNING CENTER  
A California Nonprofit Public Benefit Corporation**

**ARTICLE I  
Name**

The name of this corporation is Tracy Learning Center.

**ARTICLE II  
Purposes**

The corporation is organized for the specific and general purposes specified in its Articles of Incorporation.

**ARTICLE III  
Offices**

Section 1. Principal Office.

The corporation's principal office shall be located at 51 E. Beverly Place, Tracy, California 95376, California. The Board of Directors ("Board" or "Governing Board") is granted full power and authority to change the principal office from one location to another within California.

Section 2. Other Offices.

Branch or subordinate offices may at any time be established by the Board at any place or places where the corporation is qualified to do business.

**ARTICLE IV  
Membership**

Section 1. Members.

Unless and until these bylaws are amended to provide otherwise, this corporation shall have no statutory members, as the term "member" is defined in Section 5056 of the California Nonprofit Corporation Law. Any action which would otherwise by law require approval by a majority of all members or approval by the members shall require only approval of the Board. All rights which would otherwise by law vest in the members shall rest in the Board.

Section 2. Associates.

Nothing in this Article shall be construed to limit the corporation's right to refer to persons associated with it as "members" even though such persons are not members, and no such reference by the corporation shall render anyone a member within the meaning of Section 5056 of the California Nonprofit Corporation Law. Such individuals may originate and take part in the discussion of any subject that may properly come before any meeting of the Board, but may not

vote. The corporation may confer, by amendment of its Articles of Incorporation or of these Bylaws, some or all of a member's rights, set forth in the California Nonprofit Corporation Law, upon any person who does not have the right to vote for the election of directors, on a disposition of substantially all of the assets of the corporation, on a merger, on a dissolution, or on changes to the corporation's Articles of Incorporation or Bylaws, but no such person shall be a member within the meaning of said Section 5056. The Board may also, in its discretion, without establishing memberships, establish an advisory council or honorary board or such other auxiliary groups as it deems appropriate to advise and support the corporation.

## ARTICLE V Board of Directors

### Section 1. Powers.

Subject to the limitations of the California Nonprofit Public Benefit Corporation Law, the corporation's Articles of Incorporation and these Bylaws, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the 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. No assignment, referral or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the corporation's activities, and the Board may rescind any such assignment, referral or delegation at any time.

Without prejudice to its general powers, but subject to the same limitations set forth above, the Board shall have the following powers in addition to any other powers enumerated in these Bylaws and permitted by law:

- i. To select and remove all of the officers, agents and employees of the corporation; to prescribe powers and duties for them which are not inconsistent with law, the corporation's Articles of Incorporation or these Bylaws; to fix their compensation; and to require security from them for faithful service;
- ii. To conduct, manage and control the affairs and activities of the corporation and to make such rules and regulations therefor which are not inconsistent with law, the corporation's Articles of Incorporation or these Bylaws;
- iii. To adopt, make and use a corporate seal and to alter the form of the seal from time to time;
- iv. To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities therefore;
- v. To carry on a business and apply any revenues in excess of expenses that results from the business activity to any activity in which it may lawfully engage;

vi. To act as trustee under any trust incidental to the principal object of the corporation, and receive, hold, administer, exchange and expend funds and property subject to such trust;

vii. To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of real and personal property; and

viii. To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose.

#### Section 2. Number and Qualifications of Directors.

i. The authorized number of Directors shall be not less than three (3) or more than eleven (11), unless changed by a duly adopted amendment to this provision. The exact number of Directors shall be fixed within these limits by a resolution of the Board, and is currently nine (9).

ii. The qualifications for Directors are generally the ability to attend Board meetings, a willingness to actively support and promote the corporation, its charter schools, and a dedication to its educational endeavors. Vacant Director positions may be advertised and the Board may interview candidates for new Directors.

#### Section 3. Election and Term of Office.

i. Directors shall be elected at a meeting of the Board by a majority vote of the Directors holding office as of the date of such meeting

ii. So long as the corporation holds a charter for a California public charter school, one (1) additional Director may be appointed by the governing board of a charter authorizer, at the authorizer's discretion.

iii. Except for a Director appointed by the charter authorizer, which shall have a term of one (1) year, Directors shall be permitted to hold office for unlimited terms.

#### Section 4. Resignation and Removal.

Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any Director may resign effective upon giving written notice to the President, the Secretary, or the Board, unless the notice specifies a later effective time. If the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective. Other than a director appointed by a charter authorizer pursuant to Education Code Section 47604(b), any director may be removed at any time by a majority vote of the Board due to excessive absences from regularly scheduled meetings or because of unsatisfactory discharge of duties.

**Section 5. Vacancies.**

i. A Board vacancy or vacancies shall be deemed to exist if any Director dies, resigns, or is removed, or if the authorized number of Directors is increased.

ii. Notwithstanding Section 4, the Board may declare vacant the office of any Director who has been convicted of a felony, or has been found to have breached any duty arising under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law or to be of unsound mind by any court of competent jurisdiction.

iii. A vacancy on the Board shall be filled by election of the Board as set forth in Section 3(i) of this Article V. Each Director so elected, appointed, or designated shall hold office until the expiration of the term of the replaced Director and continue to hold office until a qualified successor has been elected, appointed, or designated.

iv. No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of the Director's term of office.

**Section 6. Place and Conduct of Board Meetings.**

Meetings of the Board shall be held at the principal office of the corporation or at any other place within or without the State of California which has been designated in the notice of the meeting or, if there is no notice, by resolution of the Board. To the extent required by law and to the extent the meeting is related to a charter held by the corporation, meetings of the Board 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 the same may be modified from time to time ("Brown Act"), and shall occur within the jurisdictional boundaries of the charter school.

**Section 7. Meetings: Annual Meeting.**

The Board 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 by resolution of the Board.

**Section 8. Regular Meetings.**

Regular meetings of the Board, including annual meetings, shall be held without call or notice at such times and places as may from time to time be fixed by the Board. Notwithstanding any other provision of these bylaws, to the extent expressly required by law or by contract, all meetings (regular and special) of the Board and its committees shall be called, noticed, and held in compliance with the provisions of the Brown Act.

**Section 9. Special Meetings.**

Special meetings of the Board for any purpose may be called at any time by the president, the secretary or any two Directors. The party calling such special meeting shall determine the place, date and time thereof.

**Section 10. Notice of Special Meetings.**

i. Special meetings of the Board may be held only after each Director has received twenty-four (24) hours' prior notice delivered personally or by any other means.

ii. 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 Directors are regularly held.

iii. 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. Notice will be deemed waived by any Board member who is actually present at the meeting or at or prior to the meeting files a written waiver of notice with the Secretary of the Board .

iv. 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.

v. Special meetings of the Board related to a charter held by the corporation will be called, held and conducted in accordance with the Brown Act, and agendas for such special meetings will be posted twenty-four (24) hours prior to the meeting in a location accessible to the public. Emergency meetings of the Board related to a charter held by the corporation will be called, held and conducted in accordance with Government Code section 54956.5.

**Section 11. Quorum.**

A majority of the Directors then in office shall constitute a quorum. Every act or decision done or 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, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to (a) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (b) approval of certain transactions between corporations having common directorships, (c) creation of and appointments to committees of the board, and (d) indemnification of directors, except as may be otherwise provided under the Political Reform Act, if applicable. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting. Directors may not vote by proxy.

**Section 12. Adjournment.**

A majority of the Directors present, whether or not a quorum is present, may adjourn any 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.

**Section 13. Rights of Inspection.**

Subject to applicable federal and state laws regarding pupil confidentiality, every Director has the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation.

**Section 14. Board Committees.**

The Board may appoint an executive committee and one or more other committees each consisting of two (2) or more Directors to serve at the pleasure of the Board, and delegate to such committee any of the authority of the Board, except with respect to:

- a. The filling of vacancies on the Board or on any committee which has the authority of the Board;
- b. The fixing of compensation of the Directors for serving on the Board or on any committee;
- c. The amendment or repeal of bylaws or the adoption of new bylaws;
- d. The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- e. The appointment of other committees having the authority of the Board;
- f. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of a majority of all members of the Board; or the approval of any self-dealing transaction as such transactions are defined in Section 5233(a) of the California Nonprofit Public Benefit Corporation Law, except as permitted under Article VI.

Any such committee must be created, and the members thereof appointed, by resolution adopted by a majority of the number of Directors then in office, and any such committee may be designated as an executive committee or by such other name as the Board shall specify. The Board may appoint, in the same manner, alternate members to a committee who may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. To the extent required by law, meetings of board committees will be called, held and conducted in accordance with the Brown Act. . Minutes shall be kept of each meeting of each committee.

**Section 15. Other Committees.**

a. The president, subject to the limitations imposed by the Board, or the Board, may create other committees, either standing or special, to serve the Board which do not have the powers of the Board. The president, with the approval of the Board, shall appoint members to serve on such committees, and shall designate the committee chair. If a Director is on a committee, he or she shall be the chair. Each member of a committee shall continue as such until the next annual election of officers and until his or her successor is appointed, unless the member sooner resigns or is removed from the committee.

b. Meetings of a committee may be called by the president, the chair of the committee or a majority of the committee's voting members. Each committee shall meet as often as is necessary to perform its duties. Notice of a meeting of a committee may be given at any time and in any manner reasonably designed to inform the committee members of the time and place of the meeting. A majority of the voting members of a committee shall constitute a quorum for the transaction of business at any meeting of the committee. Each committee may keep minutes of its proceedings and shall report periodically to the Board. A committee may take action by majority vote.

c. Any member of a committee may resign at any time by giving written notice to the president. Such resignation, which may or may not be made contingent upon formal acceptance, shall take effect upon the date of receipt or at any later time specified in the notice. The president may, with prior approval of the Board, remove any appointed member of a committee. The president, with the Board's approval, shall appoint a member to fill a vacancy in any committee or any position created by an increase in the membership for the unexpired portion of the term. To the extent required by law, meetings of committees will be called, held and conducted in accordance with the Brown Act.

**Section 16. Fees and Compensation.**

Directors and members of committees shall not receive any compensation for their services; however, the Board may approve reimbursement of a Director's actual and necessary expenses incurred in the conduct of the corporation's business.

**Section 17. Non-Liability of Directors.**

No Director shall be personally liable for the debts, liabilities or other obligations of this corporation.

**Section 18. Interested Persons.**

Not more than forty-nine percent (49%) of the Directors serving on the Board may be "interested persons." An "interested person" is (i) any person compensated by the corporation for services rendered to it within the previous twelve (12) months whether as a full- or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as a director, and (ii) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of any such person.

However, any violation of the provisions of this Section shall not affect the validity or enforceability of any transaction entered into by the corporation.

**Section 19. Standard of Care.**

A Director shall perform the duties of a Director, including duties as a member of any committee of the Board upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

i. One or more officers or employees of the corporation whom the Director believes to be reliable and competent in the matters presented;

ii. Counsel, independent accountants or other persons as to matters which the Director believes to be within such person's professional or expert competence; or

iii. A committee of the Board upon which the Director does not serve as to matters within its designated authority, provided the Director believes merits confidence and the Director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

iv.

**Section 20. Annual Report.**

The Board shall cause an annual report to be prepared and sent to each Director not later than 120 days after the close of the fiscal year. That report shall contain the following information, in reasonable detail:

a. The assets and liabilities, including the trust funds, or the corporation as of the end of the preceding fiscal year;

b. The principal changes in assets and liabilities, including trust funds, during the preceding fiscal year;

c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes, for the preceding fiscal year;

d. The corporation's expenses or disbursement for both general and restricted purposes during the preceding fiscal year;

e. Any information required by Section 6322 of the California Nonprofit Public Benefit Corporation Law, with respect to the preceding fiscal year.

The report required by this Section shall be accompanied by 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 21. Annual Statement of Certain Transactions and Indemnifications.

Pursuant to Section 6322 of the California Nonprofit Public Benefit Corporation Law, the corporation shall furnish an annual statement of certain transactions and indemnifications to each of the Directors no later than 120 days after the close of the fiscal year. If the corporation issues an annual report as set forth in Section 21 of this Article, this requirement shall be satisfied by including the required information, as set forth below, in such report:

a. Any "covered transaction" (defined below) during the previous fiscal year of the corporation involving more than Fifty Thousand Dollars (\$50,000) or which was one of a number of "covered transactions" in which the same "interested person" (defined below) had a direct or indirect material financial interest, and which transactions in the aggregate involved more than Fifty Thousand Dollars (\$50,000). The statement shall describe the names of any "interested persons" involved in such covered transactions, including such "interested persons" relationship to the transaction, and, where practicable, the amount of such interest; provided, that in the case of a transaction with a partnership of which the "interested person" is only a partner, only the interest of the partnership need be stated.

b. For the purposes of this Section, a "covered transaction" is a transaction in which the corporation, its parent or its subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:

i. Any Director or officer of the corporation, or its parent or subsidiary; or

ii. Any holder of more than ten percent (10%) of the voting power of the corporation, its parent or its subsidiary.

c. The amount and circumstances of any indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the fiscal year of the corporation to any officer or Director of the corporation.

For purposes of this Section, any person described in either paragraph (i) or (ii) of subsection b. above is an "interested person."

## ARTICLE VI

### Transactions Between Corporation and Officers or Directors

**Section 1. Self-Dealing Transactions.** Pursuant to Section 5233 of the California Nonprofit Public Benefit Corporation Law, the Corporation shall not be a party to a transaction in which one or more of its directors has a material financial interest (“Interested Director”) unless:

a. The Attorney General, or the court in an action in which the Attorney General is an indispensable party, has approved the transaction either before or after it was consummated; or

b. Prior to entering into the transaction, after full disclosure to the Board of all material facts as to the proposed transaction and Interested Director’s interest and investigation and report to the Board as to alternative arrangements for the proposed transaction, if any, the Board in good faith and by a vote of a majority of the directors then in office (without including the vote of the Interested Director)

i. Resolves and finds that (1) the transaction is in the corporation’s best interests and is entered into for the Corporation’s own benefit, (2) the transaction is fair and reasonable as to the corporation, and (3) after reasonable investigation under the circumstances as to the alternatives, the corporation could not have obtained a more advantageous arrangement with reasonable efforts under the circumstances, and

ii. approves the entire transaction; or

c. If it is not reasonably practicable to obtain approval of the Board prior to entering into such transaction, and, prior to entering into said transaction, a committee or person authorized by the Board approves the transaction in a manner consistent with the procedure set forth in subsection b. of this section; and the Board, after determining in good faith that the corporation entered into the transaction for its own benefit and that the transaction was fair and reasonable as to the corporation at the time it was entered into, ratifies the transaction at its next meeting by a vote of the majority of the directors then in office, without counting the vote of the Interested Director. However, the Interested Director may be counted in determining the presence of a quorum at the meeting of the Board which authorizes, approves or ratifies a contract or transaction.

**Section 2. Interested Director’s Vote.** In determining whether the Board validly met to authorize or approve a self-dealing transaction, an Interested Director may be counted to determine the presence of a quorum, but an Interested Director’s vote may not be counted toward the required majority for such authorization, approval, or ratification.

**Section 3. Persons Liable and Extent of Liability.** If a self-dealing transaction has not been approved as provided in Section 1 of this Article, the interested director(s) may be required to do such things and pay such damages as a court may provide as an equitable and fair remedy to the Corporation, considering any benefit received by it and whether or not the interested director(s) acted in good faith and with the intent to further the best interests of the Corporation.

**Section 4. Contracts or Transactions with Mutual Directors.** No contract or other transaction between the corporation and any domestic or foreign corporation, firm, or association of which one or more of the corporation’s directors is a director is either void or void-able because such director is present at the meeting of the Board or committee thereof which authorizes, approves, or ratifies the contract or transaction if:

a. The material facts as to the transaction and as to such director's other directorship are fully disclosed or known to the Board or committee, and the Board or committee authorizes, approves, or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the common director; or

b. As to contracts or transactions not approved as provided in subsection a. of this Section, the contract or transaction is just and reasonable as to the corporation at the time it is authorized, approved, or ratified.

Notwithstanding the foregoing, this Section shall not apply to self-dealing transactions described in Section 1 of this Article above.

Section 5. Corporate Loans and Advances. The corporation shall not make any loan of money or property to or guarantee the obligation of any director or officer, except as is expressly allowed under Section 5236 of the California Nonprofit Public Benefit corporation law; provided, however, the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of duties of such director or officer, provided that in the absence of such advance, such director or officer would be entitled to be reimbursed for such expenses by the corporation.

Section 6. General Public Agency Provisions Governing Certain Transactions. Notwithstanding the foregoing Sections, nothing in this Article VI shall be construed to authorize any transaction otherwise prohibited by California Government Code Section 81000 *et seq.*, or other applicable laws.

## ARTICLE VII Officers

### Section 1. Officers.

The officers of this corporation shall be a president, one or more vice presidents, a secretary, and a chief financial officer. The corporation may also have, at the discretion of the Board, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be elected or appointed by the Board. Any number of offices may be held by the same person, except that neither the secretary nor the treasurer may serve concurrently as the president.

### Section 2. Appointment of Officers.

Except as otherwise specified in Sections 3 and 9 of this Article, the officers of the corporation shall be chosen annually by the Board and each shall hold office until he or she shall resign or shall be removed or otherwise disqualified to serve, or his or her successor shall be elected and qualified.

### Section 3. Subordinate Officers.

The Board may appoint and may empower the president to appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have

such authority, and perform such duties as are provided in the bylaws or as the Board may from time to time determine.

**Section 4. President.**

The president is the chief executive office of the corporation and has general supervision, direction and control of the business and affairs of the corporation. The president has the general management powers and duties usually vested in the office of president of a corporation, as well as such other powers and duties as may be prescribed from time to time by the Board.

**Section 5. Vice President.**

In the absence or disability of the president, vice president (or if more than one (1) vice president is appointed, in order of their rank as fixed by the Board or if not ranked, the vice president designated by the Board) shall perform all the duties of the president and when so acting shall have all the powers of, and be subject to all of the restrictions upon, the President. The vice presidents shall have such other powers and perform such other duties as the Board may prescribe from time to time.

**Section 6. Secretary.**

The secretary shall keep or cause to be kept, at the principal office of the corporation the State of California, the original or a copy of the corporation's Articles of Incorporation and bylaws, as amended to date, and a register showing the names of all Directors and their respective addresses. The secretary shall keep the seal of the corporation and shall affix the same on such papers and instruments as may be required in the regular course of business, but failure to affix it shall not affect the validity of any instrument. The secretary also shall keep or cause to be kept at the principal office, or at such other place as the Board may order, a book of minutes of all meetings of the Board and its committees, with the time and place of holding; whether regular or special; if special how authorized; the notice thereof given; the names of those present and absent; and the proceedings thereof. The secretary shall give or cause to be given notice of all the meetings of the Board required by these bylaws or by law to be given; shall keep the seal of the corporation in safe custody; shall see that all reports, statements and other documents required by law are properly kept or filed, except to the extent the same are to be kept or filed by the treasurer; and shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

**Section 7. Chief Financial Officer.**

The chief financial officer shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any Director. The chief financial officer shall deposit or cause to be deposited all monies and other valuables in the name and to the credit of the corporation in such depositories as may be designated by the Board. The chief financial officer shall disburse the funds of the corporation as shall be ordered by the Board, shall render to the President and the Directors, upon request, an account of all transactions as chief financial officer. The chief financial officer shall present an operating statement and report, since the last preceding

board meeting, to the Board at all regular meetings. The chief financial officer shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

#### Section 8. Removal and Resignation.

Any officer may be removed, either with or without cause, by the Board at any time. In the case of an officer appointed by the President, the President shall also have the power of removal. Any such removal shall be without prejudice to the rights, if any, of the officer under any contract of employment. Any officer may resign at any time by giving written notice to the corporation, but without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### Section 9. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause, shall be filled in the manner prescribed in the bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

### ARTICLE VIII 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.

Section 2. Other Indemnification. No provision made by this corporation to indemnify its directors or officers for the defense of any proceeding, whether contained in the Articles of Incorporation, bylaws, a resolution of members or directors, an agreement, or otherwise, shall be valid unless consistent with this Article. Nothing contained in this Article shall affect any right to indemnification to which: (i) persons other than such directors and officers may be entitled by contract or under the provisions of the California Tort Claims Act; or (ii) such directors may be entitled under the provisions of the California Tort Claims Act; or (iii) either may otherwise be entitled.

**ARTICLE IX**  
**Miscellaneous**

Section 1. Fiscal Year. The fiscal year of the corporation shall be a fiscal year ending June 30.

Section 2. Checks, Drafts. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the corporation and any and all securities owned by or held by the corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board or the executive committee, if any, or by the President.

Section 3. Insurance. This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer's, director's, employee's, or agent's status as such.

**ARTICLE X**  
**Effective Date and Amendments**

Section 1. Effective Date. These bylaws and any amendments hereto shall become effective immediately upon their adoption by the vote of a majority of the Directors, unless the Board in adopting them provides that they are to become effective at a later date.

Section 2. Amendment of Bylaws. The Board may adopt, amend, or repeal bylaws unless doing so would be a prohibited amendment under the California Corporations Code. Any amendment to these bylaws will require a majority vote of the authorized number of directors.

**CERTIFICATE OF ADOPTION**

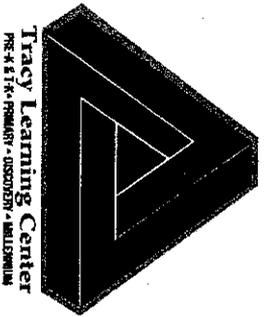
I, the undersigned, do hereby certify that I am the Secretary of Tracy Learning Center and that the foregoing Restated Bylaws constitute the bylaws of said corporation as duly adopted by the corporation's Board of Directors on \_\_\_\_\_, 2014.

Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**Primary Charter/Discovery Charter**

Trimester 1 ends November 9, 2018  
 Trimester 2 ends March 8, 2019  
 Trimester 3 ends June 27, 2019



**Millennium High**  
 Quarter 1 ends October 5, 2018  
 Quarter 2/Semester 1 December 14, 2018  
 Quarter 3 ends March 8, 2019  
 Quarter 4/Semester 2 May 23, 2019  
 Fast Track begins May 24, 2019

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

	Week 1					Week 2					Week 3					Week 4					Week 5				
	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
January	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31		
February					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29
March					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29
April	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30			
May			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31
June	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28					
July	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31		
August					1	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30

School Resumes

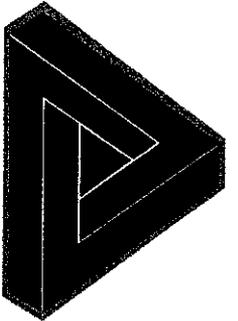
Students Not In Attendance

- Primary and Discovery
- Parent Conferences.....Nov 13-16
- Primary Parent Conferences..... March 11-15
- MHS Graduation..... May 24
- 8th Grade Promotion .....June 26
- 8th Grade Trip.....June 27
- MHS Picture Day.....August 15
- DCS/DHSP Picture Day.....August 20
- PCS Picture Day.....September 4
- Vacation
- November 19 - 23
- December 24 - January 4
- April 15 - 26
- June 28 - August 2
- Labor Day.....Sept. 3
- Veteran's Day.....Nov. 12
- Martin Luther King's Day .....Jan. 21
- President's Day .....Feb. 18
- Memorial Day.....May 27

**2018 - 2019 Student Calendar**

Tracy Learning Center \* 51 East Beverly Place, Tracy, CA 95376 \* 209-290-0511 \* FAX 209-831-5243

**Primary Charter/Discovery Charter**  
 Trimester 1 ends November 8, 2019  
 Trimester 2 ends March 13, 2020 Trimester  
 3 ends June 27, 2020



**Millennium High**  
 Quarter 1 ends October 4, 2019  
 Quarter 2/Semester 1 December 13, 2019  
 Quarter 3 ends March 6, 2020  
 Quarter 4/Semester 2 May 21, 2020  
 Fast Track begins May 22, 2020

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

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

School Resumes

Students Not in Attendance

Primary and Discovery  
 Parent Conferences.....Nov 18-22  
 Primary Parent  
 Conferences..... March 16-20

MHS Graduation..... May 22  
 8th Grade Promotion .....June 25  
 8th Grade Trip.....June 26

Vacation  
 November 25 - 29  
 December 23 - January 3  
 April 6 - 17  
 June 29 - July 31

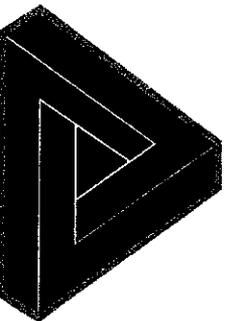
Labor Day.....Sept. 2  
 Veteran's Day.....Nov. 11  
 Martin Luther King's Day .....Jan. 22  
 President's Day .....Feb. 17  
 Memorial Day.....May 25

**2019 - 2020 Student Calendar**

Tracy Learning Center \* 51 East Beverly Place, Tracy, CA 95376 \* 209-290-0511 \* FAX 209-831-5243

**Primary Charter/Discovery Charter**

Trimester 1 ends November 6, 2020  
 Trimester 2 ends March 8, 2021  
 Trimester 3 ends June 27, 2021



**Milennium High**  
 Quarter 1 ends October 2, 2020  
 Quarter 2/Semester 1 December 11, 2020  
 Quarter 3 ends March 5, 2021  
 Quarter 4/Semester 2 May 21, 2021  
 Fast Track begins May 24, 2021

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

	Week 1					Week 2					Week 3					Week 4					Week 5								
	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F				
January	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
February	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
March	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
April				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
May	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
June	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
July				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
August	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

School Resumes

Students Not in Attendance

Primary and Discovery  
 Parent Conferences.....Nov 16-20  
 Primary Parent  
 Conferences..... March 15-19

MHS Graduation..... May 21  
 8th Grade Promotion ..... June 24  
 8th Grade Trip..... June 25

Vacation  
 November 23-27  
 December 21-January 1  
 March 29 - April 9  
 June 28 - July 30

Labor Day.....Sept. 7  
 Veteran's Day.....Nov. 11  
 Martin Luther King's Day .....Jan. 18  
 President's Day .....Feb. 15  
 Memorial Day.....May 31

**2020 - 2021 Calendar**

Tracy Learning Center \* 51 East Beverly Place, Tracy, CA 95376 \* 209-290-0511 \* FAX 209-831-5243

# TRACY LEARNING CENTER TK-8 SOLICITUD DE ADMISIÓN



Todas las solicitudes son aceptadas para el grado actual solamente \* Complete una solicitud por cada estudiante no se salga de la escuela actual hasta que haya recibido una aceptación de la Directora de Admisiones \* Debe presentar los resultados actuales de exámenes, calificaciones actuales, registros de disciplina, registros de asistencia, , las aplicaciones incompletas no serán aceptadas \* No preinscribimos estudiantes de Kindergarten \* Aplicaciones serán aceptadas a partir del mes de Febrero de cada año.

## Informacion del Estudiante (letra de molde)

Apellido Legal del Estudiante	Primer Nombre Legal del Estudiante	Inicial	M o H	Grado Actual
Fecha de Nacimiento	Ciudad de Nacimiento	Estado de Nacimiento	País de Nacimiento	
Escuela Actual	Correo Electrónico del Estudiante		Fecha de Aplicación	

## Padres/Guardianes (letra de molde)

Nombre de Padre / Guardián #1	Numero Telefónico	Numero de Celular	
Relación con el Estudiante	Correo Electrónico		
Dirección	Ciudad	Estado	Código Postal
Nombre de Padre / Guardián #2	Numero Telefónico	Numero de Celular	
Relación con el Estudiante	Correo Electrónico		
Dirección	Ciudad	Estado	Código Postal

**Escriba los nombres de todos los hermanos de los estudiantes que actualmente asisten a Primary, Discovery, o a Millennium.**

Nombre	Escuela actual y Grado	Nombre	Escuela actual y Grado

**Escriba los nombres de todos los hermanos de los estudiantes que están en la lista de espera para asistir, a Primary, Discovery, o a Millennium**

Nombre	Escuela actual y Grado	Nombre	Escuela Actual y Grado

# TRACY LEARNING CENTER TK-8 SOLICITUD DE ADMISIÓN

Todos los solicitantes deben completar las preguntas de educación especial 1 y 2 siguientes:

1. ¿Su niño ha sido referido o evaluado para recibir educación especial servicios tales como el habla, RSP, SDC, o un plan 504?  No  Si
2. ¿Su estudiante ha asistido a clase de Educación Especial?  No  Si

Si respondió Si en cualquiera de las preguntas 1 y 2 anteriores, por favor responda las preguntas 1-5 abajo:

1. ¿Su hijo tiene un IEP actual / activo?  No  Si
2. ¿Qué tipo de servicio asistió su hijo? (Marque todos los que apliquen)  
Habla  RSP  SDC  Otro: \_\_\_\_\_
3. ¿Cuál fue la última fecha en que su hijo estaba en la clase de educación especial o servicios recibidos? \_\_\_\_/\_\_\_\_/\_\_\_\_
4. Nombre de la escuela y la dirección de referencia, donde la educación especial, evaluación o IEP se desarrolló  
\_\_\_\_\_
5. Fecha del IEP más reciente: \_\_\_\_/\_\_\_\_/\_\_\_\_ **Adjunte una copia del IEP más reciente de su hijo con esta aplicación**

¿Su hijo ha sido expulsado o está pendiente de expulsión de una escuela?  No  Si

En caso afirmativo, nombre de la escuela: \_\_\_\_\_

¿Cómo se enteró acerca de Tracy Learning Center? \_\_\_\_\_

Tracy Learning Center admite estudiantes de cualquier raza, color u origen étnico, y de cualquier región geográfica, a todos los derechos, Privilegios, programas y actividades generalmente acordadas o disponibles para los estudiantes de la escuela. Tracy Learning Center No discrimina en base a raza, color u origen étnico en la administración de sus políticas educativas o en otra escuela de programas administrados.

Yo certifico que toda la información en esta solicitud es verdadera, exacta y completa. Entiendo que si mi hijo está inscrito, el tener información falsa o engañosa en mi solicitud o de haber omitido información importante puede resultar en el desempeño de mi hijo de la escuela.

\_\_\_\_\_  
Firma de Padre/Guardian \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Fecha

USO DE LA OFICINA SOLAMENTE POR DEBAJO DE ESTA LÍNEA

Birth Certificate	<input type="checkbox"/>	Discipline Records	<input type="checkbox"/>
Immunizations	<input type="checkbox"/>	Current State Test Results	<input type="checkbox"/>
Current Report Card	<input type="checkbox"/>	Attendance Report	<input type="checkbox"/>
Current IEP (if applies)	<input type="checkbox"/>	Date Received	____/____/____
Received by: _____			

# TRACY LEARNING CENTER TK-8 APPLICATION FOR ADMISSION



All applications are accepted for current grade only \*. Complete one application for each student\* Do not dis-enroll from your current school until you have received an acceptance from the Director of Admissions \* Must submit current test scores, current report card, discipline records, and attendance records with application \* Incomplete applications will not be accepted \* We do not pre-enroll students \* TK and Kindergarten applications will be accepted beginning the month of February of each year \*

## Student Information (Please Print)

Student's Legal Last Name	Student's Legal First Name	MI	Gender	Current Grade
Birth Date	Birth City	Birth State	Birth Country	
Current School Attended	Student e-mail Address		Date of Application	

## Parent/Guardian Information (Please Print)

Parent/Guardian #1 Name	Home Phone Number	Cellular Phone Number
Relationship to Student	e-mail Address	
Home Address	City	State Zip Code
Parent/Guardian #2 Name	Home Phone Number	Cellular Phone Number
Relationship to Student	e-mail Address	
Home Address	City	State Zip Code

### Please list ALL of the students' siblings that currently attend Primary Charter, Discovery Charter, and/or Millennium High School

Name	Current School/Grade	Name	Current School/Grade

### Please list ALL of the students' siblings are on the waiting list for attend Primary Charter, Discovery Charter, and/or Millennium High School

Name	Current School/Grade	Name	Current School/Grade

# TRACY LEARNING CENTER TK-8 APPLICATION FOR ADMISSION

**All applicants must complete special education questions 1 and 2 below:**

1. Has your child ever been referred and/or evaluated to receive special education services such as Speech, RSP, SDC, or a 504 Plan?  No  Yes
2. Has your student ever attended Special Education Class?  No  Yes

**If yes to either question 1 or 2 above, please complete questions 1-5 below:**

1. Does your child have a current/active IEP?  No  Yes
2. Which type of service did your child attend? (Check all that apply)  
 Speech  RSP  SDC  Other: \_\_\_\_\_
3. What was the last date your child was in special education class or received services? \_\_\_\_/\_\_\_\_/\_\_\_\_
4. School name and address of where special education referral, assessment or IEP was developed?  
 \_\_\_\_\_
5. Date of most recent IEP: \_\_\_\_/\_\_\_\_/\_\_\_\_ **Attach a copy of your student's most recent IEP with this application**

Has your child ever been expelled or pending expulsion from a school?  No  Yes

If yes, name of school: \_\_\_\_\_

How did you hear about the Tracy Learning Center Schools? \_\_\_\_\_

The Tracy Learning Center admits students of any race, color, or ethnic origin, and from any geographical region, to all the rights, Privileges, programs, and activities generally accorded or made available to students at the school. The Tracy Learning Center does Not discriminate on the basis of race, color, or ethnic origin in the administration of its educational policies or in other school administered programs.

I certify that all information provided in this application is true, accurate, and complete. I understand that if my child is enrolled, my having given false or misleading information in of my application form or having omitted significant information may result in the discharge of my child from the school.

\_\_\_\_\_  
 Parent/Guardian Signature \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
 Date

**OFFICE USE ONLY BELOW THIS LINE**

Birth Certificate <input type="checkbox"/>	Discipline Records <input type="checkbox"/>
Immunizations <input type="checkbox"/>	Current State Test Results <input type="checkbox"/>
Current Report Card <input type="checkbox"/>	Attendance Report <input type="checkbox"/>
Current IEP (if applies) <input type="checkbox"/>	Date Received ____/____/____
Received by: _____	



# CATLIN INSURANCE COMPANY, INC.

Home Statutory Office: 1330 Post Oak Boulevard, Suite 2325 – Houston, Texas 77056

Administrative Office: 3340 Peachtree Road N.E., Suite 2950 – Atlanta, GA 30326

2018

## Pre-K – 12 Student Accident Insurance

### APPLICANT INFORMATION

Applicant (Full Legal Name) Tracy Learning Center

Nature of Entity Charter School SIC Code \_\_\_\_\_

Street Address 51 East Beverly Place County San Joaquin

City Tracy, State CA Zip Code 95376

The Applicant agrees to the following terms:

- 1) The Applicant will promptly furnish any records or other information necessary to insure the proper administration of the insurance plans to the Underwriting Company. The Applicant further agrees to allow the Underwriting Company or its Administrator to examine all records that pertain to the insurance plan.
- 2) The consideration for the requested insurance is the Underwriting Company's acceptance of this application and the Applicant's payment of the required premium when due. Payment of the required premium after delivery of the policy acts as acceptance of the terms and conditions of the policy.

Requested Insurance	Requested/Effective Date
Coverage: Group Accident	
Underwriting Company: Catlin Insurance Company, Inc.	

**Eligible Persons are all registered Students of the Policyholder. Policy Number to be assigned upon Policy Issuance**

### Mandatory Student Accident Insurance

(Selected and Paid By the Policyholder, 100% Student Participation)

For Plan Design, please refer to the enclosed Summary of Coverage and Schedule of Benefits  
All Students are Covered for School-Time Coverage (Includes Day and Overnight Field Trips and Religious Services)

- Includes All Interscholastic Sports with Tackle Football
- Includes All Interscholastic Sports – No Tackle Football
- No Interscholastic Sports

Estimated No. of Eligible Day Students	Pre-K	K	1-8	9-12	Adult Night Classes
	70	99	639	578	

If your school is PreK – 8 Only: # of Students \_\_\_\_\_ X \$2.20 = \_\_\_\_\_ Premium Due

If your school if PreK – 12: # of Students 1,386 X \$2.60 = \$3,603.60 Premium Due

Rates are the same regardless if there are PreK students or not. Minimum Premium is \$500

**Disclosures: Applicant's Acceptance of Terms**

Any insurance provided pursuant to this Application shall be subject to all terms and conditions of the Policy issued. It is understood and agreed that only officers of the Company—not your insurance broker—are authorized to change, enlarge, vary or waive any requirements of the Policy. No such change, enlargement, variance or waiver shall be valid unless made a part of the Policy by amendment or other written agreement.

Applicant understands that no insurance shall take effect until all underwriting requirements of the Company have been met. It is further understood that any insurance provided shall take effect on the effective date approved by the Company, and that Applicant should not cancel any predecessor policy or plan until notified by the Company that this Application has been approved.

IMPORTANT NOTE: Any person who, knowing and with intent to defraud any insurance company or other person: 1) files an application for insurance or statement of claim containing any materially false information; or 2) conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act.

By signing below, you have requested accident coverage with Catlin Insurance Company, Inc. The Premium due is fully earned and nonrefundable on the Effective Date of coverage. Any new account with Total Premium Due of \$15,000 or more must have underwriter review/approval prior to acceptance and binding. All sections must be completed in full in order for the policy to be issued.

We hereby request student accident insurance from Catlin Insurance Company, Inc. We understand the insurance will be in force as of the Effective Date indicated above or the postmark date, whichever is later, if this request is accepted and required premium is received by the Company.

**ACCEPTANCE**

VIRGINIA STEWART  
Type/Print Name of Applicant's Authorized Representative

EXECUTIVE DIRECTOR  
Title

*Virginia Stewart*  
Signature of Applicant's Authorized Representative

8/2/18  
Date

209.229.0511  
Telephone Number

vstewart@tracylc.net  
Email Address

Accepted By: \_\_\_\_\_  
(Signature and Title of Underwriting Company Representative) Date

Make Premium Check Payable to **Cypress Risk Management** and mail check with complete form to:  
Cypress Risk Management  
1601 E. 69th Street, Suite 209  
Sioux Falls, SD 57108

Local/Regional Licensed Agency	
Agency Name: Buckman-Mitchell, Inc.	Agent Name JoeAnna Todd
Address: 500 N Santa Fe	Phone: 559-635-3523
City, State, Zip Visalia, CA 93292	Email: joeanna@bminc.com
Signature <i>[Signature]</i>	License Number: 0C40373

# Workers' Compensation and Employers' Liability Business Insurance Policy



**INFORMATION PAGE**

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**INSURER:** The Hartford Casualty Insurance Company  
ONE HARTFORD PLAZA HARTFORD CT 06155



**NCCI Company Number:** 14397  
**Company Code:** 3

**POLICY NUMBER:** 57 WE LP3237  
**Previous Policy Number:** 57 WE LP3237

Suffix	
LARS	RENEWAL
	9

1. **Named Insured and Mailing Address:** TRACY LEARNING CENTER  
(No., Street, Town, State, Zip Code) 51 E BEVERLY PL  
TRACY CA 95376

**FEIN Number:** 68-0479762

**State Identification Number(s):**

**The Named Insured is:** Corporation  
**Business of Named Insured:** Elementary and Secondary Schools  
**Other workplaces not shown above:** See Endorsement - WC990366

2. **Policy Period:** From 08/03/18 To 08/03/19 ANNUAL  
12:01 a.m., Standard time at the insured's mailing address.

**Producer's Name:** [REDACTED]

**Producer's Code:** [REDACTED]  
**Issuing Office:** THE HARTFORD BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251  
(877) 853-2582

**Total Estimated Annual Premium:** \$69,256

**Deposit Premium:**

**Policy Minimum Premium:** \$600 CA

**Audit Period:** ANNUAL

**Installment Term:** Ten Pay (25%Down+9@8.33%)

The policy is not binding unless countersigned by our authorized representative.

Countersigned by Susan L. Castaneda  
Authorized Representative

07/25/18  
Date

**3. A. Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: CA

**B. Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

<b>Bodily injury by Accident</b>	\$1,000,000	each accident
<b>Bodily injury by Disease</b>	\$1,000,000	policy limit
<b>Bodily injury by Disease</b>	\$1,000,000	each employee

**C. Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT NORTH DAKOTA, OHIO, WASHINGTON, WYOMING, U.S.TERRITORIES AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

**D. This policy includes these endorsements and schedule:**

SEE ENDORSEMENT-WC 99 03 68

**4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

<b>Classifications Code Number and Description</b>	<b>Premium Basis Total Estimated Annual Remuneration</b>	<b>Rates Per \$100 of Remuneration</b>	<b>Estimated Annual Premium</b>
Total Standard Premium			\$67,091
Premium Discount			-\$2,147
Expense Constant			\$200
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement			\$1,472
Estimated Annual Premium (before Surcharges)			\$66,616
Total Estimated Surcharges			\$2,640

\*See the attached Schedule(s) of Operations for Location and State Level Premium Information

<b>Total Estimated Annual Premium:</b>	\$69,256
<b>Deposit Premium:</b>	
<b>Policy Minimum Premium:</b>	\$600 CA

**Interstate/Intrastate Identification Number:** Refer to Schedule of Operations

NAICS: 611110  
SIC: 8211

**Labor Contractors Policy Number:**



## EXTENSION OF THE INFORMATION PAGE - ITEM 1 - OTHER WORKPLACES

**Policy Number:** 57 WE LP3237

**Endorsement Number:**

**Effective Date:** 08/03/18

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** TRACY LEARNING CENTER

51 E BEVERLY PL

TRACY CA 95376

Item 1 of the Information Page is completed to include other workplaces of the named insured:

51 E BEVERLY PL, TRACY, CA 95376-3191

238 E GRANT LINE RD, TRACY, CA 95376

# SCHEDULE OF OPERATIONS



This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** THE HARTFORD CASUALTY INSURANCE COMPANY

**Company Code:** 3

**Policy Number:** 57 WE LP3237

**Schedule Number:** 01-04-01

**Effective Date:** 08/03/18 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

TRACY LEARNING CENTER

51 E BEVERLY PL

TRACY CA 95376

NAICS: 611110

SIC: 8211

NO. OF EMPL: 123

FEIN: 68-0479762

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8875 MUNICIPAL, STATE OR PUBLIC AGENCIES: PUBLIC COLLEGES OR SCHOOLS - ALL EMPLOYEES - INCLUDING CAFETERIA, CLERICAL OFFICE EMPLOYEES AND MESSENGERS	7,147,276.00	1.6700	119,360

Countersigned by \_\_\_\_\_

Authorized Representative

# SCHEDULE OF OPERATIONS



This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** THE HARTFORD CASUALTY INSURANCE COMPANY

**Company Code:** 3

**Policy Number:** 57 WE LP3237

**Schedule Number:** 01-04-02

**Effective Date:** 08/03/18 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

TRACY LEARNING CENTER  
238 E GRANT LINE RD  
TRACY CA 95376

NAICS: 611110  
SIC: 8211

NO. OF EMPL: 7

FEIN: 68-0479762

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis		
	Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8875 MUNICIPAL, STATE OR PUBLIC AGENCIES: PUBLIC COLLEGES OR SCHOOLS - ALL EMPLOYEES - INCLUDING CAFETERIA, CLERICAL OFFICE EMPLOYEES AND MESSENGERS	214,700.00	1.6700	3,585

### Total State Summary

Total Class Premium			122,945
CA Territorial Differential		1.0700	8,606
Experience modifier		0.6000	-52,620
Schedule Rating Factor		0.8500	-11,840
Total Estimated Annual Standard Premium			67,091
Premium discount		0.0320	-2,147
Expense constant			200
Terrorism Risk Insurance Program Reauthorization Act	7,361,976.00	0.0200	1,472
Disclosure Endorsement			
CA User Fund		0.8146	543
CA Fraud		0.2550	170
CA Uninsured Employers Benefit Trust Fund		0.0573	38
CA Subsequent Injuries Benefit Trust Fund Assessments		0.3559	237
CA Occupational Safety & Health Fund		0.2655	177
CA Labor Enforcement & Compliance Fund		0.2150	143
CA Guarantee Fund Assessment		2	1,332
Total Estimated Annual Premium			69,256

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.

Process Date: 07/25/18

Policy Expiration Date: 08/03/19



## EXTENSION OF THE INFORMATION PAGE - ITEM 3.D - ENDORSEMENTS

**Policy Number:** 57 WE LP3237

**Endorsement Number:**

**Effective Date:** 08/03/18

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** TRACY LEARNING CENTER

51 E BEVERLY PL

TRACY CA 95376

Item 3.D. of the Information Page is completed to include the following endorsements:

WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC000001A.1	INFORMATION PAGE
WC000001A.2	INFORMATION PAGE
WC000406	Premium Discount Endorsement
WC000422B	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC040301BB	POLICY AMENDATORY ENDORSEMENT - CALIFORNIA
WC040360B	EMPLOYERS LIABILITY COVERAGE AMENDATORY ENDORSEMENT - CALIFORNIA
WC040421	OPTIONAL PREMIUM INCREASE ENDORSEMENT - CALIFORNIA
WC040422	CALIFORNIA SHORT-RATE CANCELLATION ENDORSEMENT
WC040601A	CALIFORNIA CANCELLATION ENDORSEMENT
WC550011D	Employees Claim for Workers compensation Benefits
WC880400I	Notice to Employees - Injuries Caused By Work (TITLE IN SPANISH)
WC880401I	Notice to Employees - Injuries Caused By Work
WC990001I	Signature/ Copyright
WC990002	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY BUSINESS INSURANCE POLICY
WC990005	SCHEDULE OF OPERATIONS
WC990352A	KNOWLEDGE OF OCCURRENCE



## EXTENSION OF THE INFORMATION PAGE - ITEM 3.D - ENDORSEMENTS

**Policy Number:** 57 WE LP3237

**Endorsement Number:**

**Effective Date:** 08/03/18

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** TRACY LEARNING CENTER

51 E BEVERLY PL

TRACY CA 95376

Item 3.D. of the Information Page is completed to include the following endorsements:

WC990366

EXTENSION OF THE INFORMATION PAGE - ITEM 1 - OTHER WORKPLACES

WC990368

EXTENSION OF THE INFORMATION PAGE - ITEM 3.D. - ENDORSEMENTS

WC990375

CALIFORNIA INSTALLMENT FEE DISCLOSURE ENDORSEMENT

# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY QUICK REFERENCE

Beginning  
on Page

Beginning  
on Page

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**IMPORTANT:** This Quick Reference is **not** part of the Workers Compensation and Employers Liability Policy and does **not** provide coverage. Refer to the Workers Compensation and Employers Liability Policy itself for actual contractual provisions.

**PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.**



# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

## GENERAL SECTION

### A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

### B. Who Is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

### C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease

law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

### D. State

State means any state of the United States of America, and the District of Columbia.

### E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

## PART ONE - WORKERS COMPENSATION INSURANCE

### A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

### B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

### C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

### D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;

2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

**E. Other Insurance**

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

**F. Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

**G. Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury.

You will do everything necessary to protect those rights for us and to help us enforce them.

**H. Statutory Provisions**

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
  - a. benefits payable by this insurance;
  - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

**PART TWO - EMPLOYERS LIABILITY INSURANCE**

**A. How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.

2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last

exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

#### **B. We Will Pay**

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

#### **C. Exclusions**

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada.

This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;

7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Noappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944) any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

#### **D. We Will Defend**

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

#### **E. We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

#### **F. Other Insurance**

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

#### **G. Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

#### **H. Recovery From Others**

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

#### **I. Actions Against Us**

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

## **PART THREE - OTHER STATES INSURANCE**

#### **A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were

listed in Item 3.A. of the Information Page.

3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the

Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

#### **B. Notice**

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

### **PART FOUR - YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

### **PART FIVE - PREMIUM**

#### **A. Our Manuals**

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

#### **B. Classifications**

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

#### **C. Remuneration**

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis.

This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. All your officers and employees engaged in work covered by this policy; and

2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

#### **D. Premium Payments**

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

#### **E. Final Premium**

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is cancelled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancellation table and procedure. Final premium will not be less than the minimum premium.

#### **F. Records**

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

#### **G. Audit**

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

## **PART SIX - CONDITIONS**

#### **A. Inspection**

We have the right, but are not obligated to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

#### **B. Long Term Policy**

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

#### **C. Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

#### **D. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

#### **E. Sole Representative**

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**POLICY AMENDATORY ENDORSEMENT - CALIFORNIA**

**Policy Number:** 57 WE LP3237

**Endorsement Number:**

**Effective Date:** 08/03/18

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** TRACY LEARNING CENTER  
51 E BEVERLY PL  
TRACY, CA 95376

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

1. **Minors Illegally Employed - Not Insured.** This policy does not cover liability for additional compensation imposed on you under Section 4557, Division IV, Labor Code of the State of California, by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury.
2. **Punitive or Exemplary Damages - Uninsurable.** This policy does not cover punitive or exemplary damages where insurance of liability therefor is prohibited by law or contrary to public policy.
3. **Increase in Indemnity Payment - Reimbursement.** You are obligated to reimburse us for the amount of increase in indemnity payments made pursuant to Subdivision (d) of Section 4650 of the California Labor Code, if the late indemnity payment which gives rise to the increase in the amount of payment is due less than seven (7) days after we receive the completed claim form from you. You are obligated to reimburse us for any increase in indemnity payments not covered under this policy

and will reimburse us for any increase in indemnity payment not covered under the policy when the aggregate total amount of the reimbursement payments paid in a policy year exceeds one hundred dollars (\$100).

If we notify you in writing, within 30 days of the payment, that you are obligated to reimburse us, we will bill you for the amount of increase in indemnity payment and collect it no later than the final audit. You will have 60 days, following notice of the obligation to reimburse, to appeal the decision of the insurer to the Department of Insurance.

4. **Application of Policy.** Part One, "Workers Compensation Insurance", A, "How This Insurance Applies", is amended to read as follows:

This workers compensation insurance applies to bodily injury by accident or disease, including death resulting therefrom. Bodily injury by accident must occur during the policy period. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Your employee's exposure to those conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. **Rate Changes.** The premium and rates with respect to the insurance provided by this policy by reason of the designation of California in

Item 3 of the Information Page are subject to change if ordered by the Insurance Commissioner of the State of California pursuant to Section 11737 of the California Insurance Code.

6. **Long Term Policy.** If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve-month period or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.
7. **Statutory Provision.** Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.
8. Part Five, "Premium", E, "Final Premium", is amended to read as follows:

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work

covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

- a. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
- b. If you cancel, final premium may be more than pro rata; it will be based on the time this policy was in force, and may be increased by our short-rate cancellation table and procedure. Final premium will not be less than the pro rata share of the minimum premium.

It is further agreed that this policy, including all endorsements forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in this policy or such endorsements shall affect such contract or any rights, duties, or privileges arising therefrom.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EMPLOYERS' LIABILITY COVERAGE AMENDATORY  
ENDORSEMENT - CALIFORNIA**

**Policy Number:** 57 WE LP3237

**Endorsement Number:**

**Effective Date:** 08/03/18

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** TRACY LEARNING CENTER

51 E BEVERLY PL  
TRACY CA 95376

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in Item 3 of the Information Page is subject to the following provisions:

**A. "How This Insurance Applies,"** is amended to read as follows:

**A. How This Insurance Applies**

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical injury, including resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in California.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

**C. The "Exclusions" section is modified as follows (all other exclusions in the "Exclusions" section remain as is):**

1. Exclusion 1 is amended to read as follows:

1. liability assumed under a contract.

2. Exclusion 2 is deleted.

3. Exclusion 7 is amended to read as follows:

7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.

4. The following exclusions are added:

1. bodily injury to any member of the flying crew of any aircraft.
2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.
3. liability arising from California Labor Code Section 2810.3 which relates to labor contracting.

Countersigned by \_\_\_\_\_

Authorized Representative



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **OPTIONAL PREMIUM INCREASE ENDORSEMENT - CALIFORNIA**

**Policy Number:** 57 WE LP3237

**Effective Date:** 08/03/18

**Named Insured and Address:** TRACY LEARNING CENTER

51 E BEVERLY PL

TRACY CA 95376

**Endorsement Number:**

Effective hour is the same as stated on the Information Page of the policy.

You must provide us, or our authorized representative, access to records necessary to perform a payroll verification audit. If you fail to provide access within 90 days after expiration of the policy, you are liable to pay a total premium equal to 3 times our current estimate of the annual premium for your policy. In addition, if you fail to provide access after our third request within a 90 day or longer period, you are also liable for our costs in attempting to perform the audit unless you provide a compelling business reason for your failure.

We will contact you to schedule appointments during normal business hours.

We will notify you of your failure to provide access by mailing a certified, return-receipt document stating the increased premium and the total amount of our costs incurred in our attempt(s) to perform an audit. In addition to any other obligations under this contract, 30 days after you receive the notification, you will be obligated to pay the total premium and costs referenced above. If, thereafter, you provide access to your records within three years after the policy expires, or within another mutually agreed upon time, and we succeed in performing the audit to our satisfaction, we will revise your total premium and the costs due to reflect the results of the audit.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CALIFORNIA SHORT-RATE CANCELATION ENDORSEMENT

Policy Number: 57 WE LP3237

Endorsement Number:

Effective Date: 08/03/18

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: TRACY LEARNING CENTER

51 E BEVERLY PL  
TRACY CA 95376

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

If you cancel the policy and a disclosure was provided in accordance with Section 481(c) of the California Insurance Code, final premium will be based on the time this policy was in force and increased by the short-rate cancellation table below:

Extended Number of Days	Percent of Full Policy Premium	Extended Number of Days	Percent of Full Policy Premium	Extended Number of Days	Percent of Full Policy Premium
1	5%	95-98	37%	219-223	69%
2	6%	99-102	38%	224-228	70%
3-4	7%	103-105	39%	229-232	71%
5-6	8%	106-109	40%	233-237	72%
7-8	9%	110-113	41%	238-241	73%
9-10	10%	114-116	42%	242-246 (8 mos.)	74%
11-12	11%	117-120	43%	247-250	75%
13-14	12%	121-124 (4 mos.)	44%	251-255	76%
15-16	13%	125-127	45%	256-260	77%
17-18	14%	128-131	46%	261-264	78%
19-20	15%	132-135	47%	265-269	79%
21-22	16%	136-138	48%	270-273 (9 mos.)	80%
23-25	17%	139-142	49%	274-278	81%
26-29	18%	143-146	50%	279-282	82%
30-32 (1 mo.)	19%	147-149	51%	283-287	83%
33-36	20%	150-153 (5 mos.)	52%	288-291	84%
37-40	21%	154-156	53%	292-296	85%
41-43	22%	157-160	54%	297-301	86%
44-47	23%	161-164	55%	302-305 (10 mos.)	87%
48-51	24%	165-167	56%	306-310	88%
52-54	25%	168-171	57%	311-314	89%
55-58	26%	172-175	58%	315-319	90%
59-62 (2 mos.)	27%	176-178	59%	320-323	91%
63-65	28%	179-182 (6 mos.)	60%	324-328	92%
66-69	29%	183-187	61%	329-332	93%
70-73	30%	188-191	62%	333-337 (11 mos.)	94%
74-76	31%	192-196	63%	338-342	95%
77-80	32%	197-200	64%	343-346	96%
81-83	33%	201-205	65%	347-351	97%
84-87	34%	206-209	66%	352-355	98%
88-91 (3 mos.)	35%	210-214 (7 mos.)	67%	356-360	99%
92-94	36%	215-218	68%	361-365 (12 mos.)	100%



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### CALIFORNIA CANCELLATION ENDORSEMENT

**Policy Number:** 57 WE LP3237

**Effective Date:** 08/03/18

**Named Insured and Address:** TRACY LEARNING CENTER  
51 E BEVERLY PL  
TRACY CA 95376

**Endorsement Number:**

Effective hour is the same as stated on the Information Page of the policy.

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

The cancellation condition in Part Six (Conditions) of the policy is replaced by these conditions:

**Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
  - a. Non-payment of premium;
  - b. Failure to report payroll;
  - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
  - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
  - e. Material misrepresentation made by you or your agent;
  - f. Failure to cooperate with us in the investigation of a claim;
  - g. Failure to comply with Federal or State safety orders;
  - h. Failure to comply with written recommendations of our designated loss control representatives;

- i. The occurrence of a material change in the ownership of your business;
  - j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
  - k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
  - l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Item (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
  4. The policy period will end on the day and hour stated in the cancellation notice.

Countersigned by: \_\_\_\_\_

Authorized Representative



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **KNOWLEDGE OF OCCURRENCE ENDORSEMENT**

**Policy Number:** 57 WE LP3237

**Endorsement Number:**

**Effective Date:** 08/03/18

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** TRACY LEARNING CENTER  
51 E BEVERLY PL  
TRACY CA 95376

It is agreed that knowledge of an occurrence by the agent, servant, or employee of the insured shall not, in itself, constitute knowledge to the insured unless an executive officer of the insured corporation or other persons employed in a managerial capacity shall have received such notice.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALIFORNIA INSTALLMENT FEE DISCLOSURE ENDORSEMENT**

**Policy Number:** 57 WE LP3237

**Endorsement Number:**

**Effective Date:** 08/03/18

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** TRACY LEARNING CENTER  
51 E BEVERLY PL  
TRACY CA 95376

This endorsement applies only to the insurance provided because California is shown in Item 3.A. of the Information Page.

A service fee of \$7.00 is charged for each installment

when your premium is paid in installments. The service fee is \$5.00 per withdrawal when you select an electronic fund transfer payment plan. The service fee will be added to the premium amount shown on your premium billing statement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM DISCOUNT ENDORSEMENT

Policy Number: 57 WE LP3237

Endorsement Number:

Effective Date: 08/03/18

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: TRACY LEARNING CENTER

51 E BEVERLY PL
TRACY CA 95376

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Item 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

SCHEDULE

1. Table of States

Table with 4 columns of state names: Alabama, Arkansas, California (marked with X), Colorado, Connecticut, Delaware, District of Columbia, Georgia, Hawaii, Illinois, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Montana, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, Wyoming.

or any other State that has approved the premium discount plan applicable to the total policy premium on an interstate basis at the effective date of the policy.

2. Average percentage discount: 0.0320 %

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

Countersigned by

Authorized Representative



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT**

**Policy Number:** 57 WE LP3237

**Effective Date:** 08/03/18

**Named Insured and Address:** TRACY LEARNING CENTER

51 E BEVERLY PL  
TRACY CA 95376

**Endorsement Number:**

Effective hour is the same as stated on the Information Page of the policy.

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

### **Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

**Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
  - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
  - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
  - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
  - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
  - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
  - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

**Schedule**

<b>State</b>	<b>Rate</b>	<b>Premium</b>
See Attached Schedule		



## POLICY ADJUSTMENT NOTICE

The premium we charged for your enclosed Hartford policy was based, in part, on estimates and assumptions related to items such as payroll, sales revenue, and the nature of business operations for the policy period shown. When your coverage period expires, a premium audit will be conducted to ensure the premium you paid for your insurance was accurate. In order to complete the premium audit, when your policy coverage period expires you may receive, via e-mail or US Postal mail, a request to complete an "Insured's Report of Exposure" Form. Alternatively, you may receive notice that a Premium Audit representative will be contacting you to review your records and discuss your business operations over the phone or in person. The purpose of the statement, phone call or visit is for the Premium Audit Department to collect the information required to ensure that the premium you paid for your coverage was accurate.

Once the audit is complete, you will receive a Statement of Premium Adjustment which will reflect the amount of your policy auditable premium, and will indicate whether you are owed a refund or if additional premium is due for the policy period shown.

**If we owe you** a return premium, The Hartford will apply the refund amount to any current account balance. If your account is paid in full, or if your refund amount is greater than the current account balance, we will issue you a refund check. You can expect to receive this check within the next 30 days.

**If you owe us** an additional premium, the **entire amount** will appear as due and payable on your next bill. This amount will appear as "Premium Audit" on your bill.

If you have any questions regarding the Premium Audit process, please call your insurance agent.

Thank you for doing business with The Hartford.



## PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at [www.TheHartford.com](http://www.TheHartford.com) or at 1-800-592-5717.



## POLICYHOLDER NOTICE YOUR RIGHT TO RATING AND DIVIDEND INFORMATION

### I. Information Available to You

#### A. Information Available from Us - The Hartford Casualty Insurance Com

- (1) General questions regarding your policy should be directed to your **Hartford Agent or**

THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251  
Telephone: (877) 853-2582  
[www.thehartford.com](http://www.thehartford.com)

- (2) **Dividend Calculation.** If this is a participating policy (a policy on which a dividend may be paid), upon payment or non-payment of a dividend, we shall provide a written explanation to you that sets forth the basis of the dividend calculation. The explanation will be in clear, understandable language and will express the dividend as a dollar amount and as a percentage of the earned premium for the policy year on which the dividend is calculated.

- (3) **Claims information.** Pursuant to Sections 3761 and 3762 of the California Labor Code, you are entitled to receive information in our claim files that affects your premium. Copies of documents will be supplied at your expense during reasonable business hours.

For claims covered under this policy, we will estimate the ultimate cost of unsettled claims for statistical purposes eighteen months after the policy becomes effective and will report those estimates to the Workers' Compensation Insurance Rating Bureau of California (WCIRB) no later than twenty months after the policy becomes effective. The cost of any settled claims will also be reported at that time. At twelve-month intervals thereafter, we will update and report to the WCIRB the estimated cost of any unsettled claims and the actual final cost of any claims settled in the interim. The amounts we report will be used by the WCIRB to compute your experience modification if you are eligible for experience rating.

#### B. Information Available from the Workers' Compensation Insurance Rating Bureau of California

- (1) The WCIRB is a licensed rating organization and the California Insurance Commissioner's designated statistical agent. As such, the WCIRB is responsible for administering the *California Workers' Compensation Uniform Statistical Reporting Plan—1995* (USRP) and the *California Workers' Compensation Experience Rating Plan—1995* (ERP). Contact information for the WCIRB is: WCIRB, 1221 Broadway, Suite 900, Oakland, California 94612, Attention: Customer Service. You may also contact WCIRB Customer Service at 1-888-229-2472, by fax at 415-778-7272, or via the Internet at the WCIRB's website: <http://www.wcirb.com>. The regulations contained in the USRP and the ERP are available for public viewing through the WCIRB's website.
- (2) **Policyholder Information.** Pursuant to California Insurance Code (CIC) Section 11752.6, upon written request, you are entitled to information relating to loss experience, claims, classification assignments, and policy contracts as well as rating plans, rating systems, manual rules, or other information impacting your premium that is maintained in the records of the WCIRB. Complaints and Requests for Action requesting policyholder information should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, California 94612, Attention: Custodian of Records. The Custodian of Records can be reached by telephone at 415-777-0777 and by fax at 415-778-7272.

- (3) **Experience Rating Form.** Each experience rated risk may receive a single copy of its current Experience Rating Form free of charge by completing a Policyholder Rate Sheet Request Form on the WCIRB's website at <http://www.wcirb.com/ratesheet>. The Experience Rating Form will include a Loss-Free Rating, which is the experience modification that would have been calculated if \$0 (zero) actual losses were incurred during the experience period. This hypothetical rating calculation is provided for informational purposes only.

## II. Dispute Process

You may dispute our actions or the actions of the WCIRB pursuant to CIC Sections 11737 and 11753.1.

### A. Our Dispute Resolution Process.

You may send us a written Complaint and Request for Action requesting that we reconsider a change in a classification assignment that results in an increased premium and/or requesting that we review the manner in which our rating system has been applied in connection with the insurance afforded or offered you. Written Complaints and Requests for Action should be forwarded to:

The Hartford Casualty Insurance Company

One Pointe Drive, Suite 200, Brea, CA 92821; Telephone (714) 674-1200; Fax (714) 674-1477.

After you send your Complaint and Request for Action, we have 30 days to send you a written notice indicating whether or not your written request will be reviewed. If we agree to review your request, we must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If we decline to review your request, if you are dissatisfied with the decision upon review, or if we fail to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner as described in paragraph II.C., below.

- B. Disputing the Actions of the WCIRB.** If you have been aggrieved by any decision, action, or omission to act of the WCIRB, you may request, in writing, that the WCIRB reconsider its decision, action, or omission to act. You may also request, in writing, that the WCIRB review the manner in which its rating system has been applied in connection with the insurance afforded or offered you. For requests related to classification disputes, the reporting of experience, or coverage issues, your initial request for review must be received by the WCIRB within 12 months after the expiration date of the policy to which the request for review pertains, except if the request involves the application of the Revision of Losses rule. For requests related to your experience modification, your initial request for review must be received by the WCIRB within 6 months after the issuance, or 12 months after the expiration date, of the experience modification to which the request for review pertains, whichever is later, except if the request for review involves the application of the Revision of Losses rule. If the request involves the Revision of Losses rule, the time to state your appeal may be longer. (See Section VI, Rule 14 of the ERP).

You may commence the review process by sending the WCIRB a written Inquiry. Written Inquiries should be sent to: WCIRB, 1221 Broadway, Suite 900, Oakland, California 94612, Attention: Customer Service. Customer Service can be reached by telephone at 1-888-229-2472, and by fax at 415-778-7272

If you are dissatisfied with the WCIRB's decision upon an Inquiry, or if the WCIRB fails to respond within 90 days after receipt of the Inquiry, you may pursue the subject of the Inquiry by sending the WCIRB a written Complaint and Request for Action. After you send your Complaint and Request for Action, the WCIRB has 30 days to send you written notice indicating whether or not your written request will be reviewed. If the WCIRB agrees to review your request, it must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If the WCIRB declines to review your request, if you are dissatisfied with the decision upon review, or if the WCIRB fails to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner as described in paragraph II.C., below. Written Complaints and Requests for Action should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, California 94612, Attention: Complaints and Reconsiderations. The WCIRB's telephone number is 1-888-229-2472, and the fax number is 415-371-5204.

- C. **California Department of Insurance – Appeals to the Insurance Commissioner.** If, after you follow the appropriate dispute resolution process described above, we or the WCIRB decline to review your request, if you are dissatisfied with the decision upon review, or if we or the WCIRB fail to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner pursuant to CIC Sections 11737, 11752.6, 11753.1 and Title 10, California Code of Regulations, Sections 2509.40 et seq. You must file your appeal within 30 days after we or the WCIRB send you the notice rejecting review of your Complaint and Request for Action or the decision upon your Complaint and Request for Action. If no written decision regarding your Complaint and Request for Action is sent, your appeal must be filed within 120 days after you sent your Complaint and Request for Action to us or to the WCIRB. The filing address for all appeals to the insurance commissioner is:

Administrative Hearing Bureau  
California Department of Insurance  
45 Fremont Street, 22nd Floor  
San Francisco, California 94105

You have the right to a hearing before the insurance commissioner, and our action, or the action of the WCIRB, may be affirmed, modified, or reversed.

### III. Resources Available to You in Obtaining Information and Pursuing Disputes

- A. **Policyholder Ombudsman.** Pursuant to California Insurance Code Section 11752.6, a policyholder ombudsman is available at the WCIRB to assist you in obtaining and evaluating the rating, policy, and claims information referenced in I.A. and I.B., above. The ombudsman may advise you on any dispute with us, the WCIRB, or on an appeal to the insurance commissioner pursuant to Section 11737 of the Insurance Code. The address of the policyholder ombudsman is WCIRB, 1221 Broadway, Suite 900, Oakland, California 94612, Attention: Policyholder Ombudsman. The policyholder ombudsman can be reached by telephone at 415-778-7159 and by fax at 415-371-5288.
- B. **California Department of Insurance - Information and Assistance.** Information and assistance on policy questions can be obtained from the Department of Insurance Consumer HOTLINE, 1-800-927-HELP (4357) or <http://www.insurance.ca.gov>. For questions and correspondence regarding appeals to the Administrative Hearing Bureau, see the contact information in paragraph II.C.

This notice does not change the policy to which it is attached.



## POLICYHOLDER NOTICE

### CALIFORNIA WORKERS' COMPENSATION INSURANCE RATING LAWS

Pursuant to Section 11752.8 of the California Insurance Code, we are providing you with an explanation of the California workers' compensation rating laws.

1. We establish our own rates for workers' compensation. Our rates, rating plans, and related information are filed with the insurance commissioner and are open for public inspection.
2. The insurance commissioner can disapprove our rates, rating plans, or classifications only if he or she has determined after public hearing that our rates might jeopardize our ability to pay claims or create a monopoly in the market. A monopoly is defined by law as a market where one insurer writes 20% or more of that part of the California workers' compensation insurance that is not written by the State Compensation Insurance Fund. If the insurance commissioner disapproves our rates, rating plans, or classifications, he or she may order an increase in the rates applicable to outstanding policies.
3. Rating organizations may develop pure premium rates that are subject to the insurance commissioner's approval. A pure premium rate reflects the anticipated cost and expenses of claims per \$100 of payroll for a given classification. Pure premium rates are advisory only, as we are not required to use the pure premium rates developed by any rating organization in establishing our own rates.
4. We must adhere to a single, uniform experience rating plan. If you are eligible for experience rating under the plan, we will be required to adjust your premium to reflect your claim history. A better claim history generally results in a lower experience rating modification; more claims, or more expensive claims, generally result in a higher experience rating modification. The uniform experience rating plan, which is developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner.
5. A standard classification system, developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner. The standard classification system is a method of recognizing and separating policyholders into industry or occupational groups according to their similarities and/or differences. We can adopt and apply the standard classification system or develop and apply our own classification system, provided we can report the payroll, expenses, and other costs of claims in a way that is consistent with the uniform statistical plan or the standard classification system.
6. Our rates and classifications may not violate the Unruh Civil Rights Act or be unfairly discriminatory.
7. We will provide an appeal process for you to appeal the way we rate your insurance policy. The process requires us to respond to your written appeal within 30 days. If you are not satisfied with the result of your appeal, you may appeal our decision to the insurance commissioner.

## CALIFORNIA WORKERS' COMPENSATION INSURANCE NOTICE OF NONRENEWAL

Section 11664 of the California Insurance Code requires us, in most instances, to provide you with a notice of nonrenewal. Except as specified in paragraphs 1 through 6 below, if we elect to nonrenew your policy, we are required to deliver or mail to you a written notice stating the reason or reasons for the nonrenewal of the policy. The notice is required to be sent to you no earlier than 120 days before the end of the policy period and no later than 30 days before the end of the policy period. If we fail to provide you the required notice, we are required to continue the coverage under the policy with no change in the premium rate until 60 days after we provide you with the required notice.

We are not required to provide you with a notice of nonrenewal in any of the following situations:

1. Your policy was transferred or renewed without a change in its terms or conditions or the rate on which the premium is based to another insurer or other insurers who are members of the same insurance group as us.
2. The policy was extended for 90 days or less and the required notice was given prior to the extension.
3. You obtained replacement coverage or agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

4. The policy is for a period of no more than 60 days and you were notified at the time of issuance that it may not be renewed.
5. You requested a change in the terms or conditions or risks covered by the policy within 60 days prior to the end of the policy period.
6. We made a written offer to you to renew the policy at a premium rate increase of less than 25 percent.
  - (A) If the premium rate in your governing classification is to be increased 25 percent or greater and we intend to renew the policy, we shall provide a written notice of a renewal offer not less than 30 days prior to the policy renewal date. The governing classification shall be determined by the rules and regulations established in accordance with California Insurance Code 11750.3(c).
  - (B) For purposes of this Notice, "premium rate" means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.

This notice does not change the policy to which it is attached.



## **POLICYHOLDER NOTICE**

### **CALIFORNIA INSURANCE GUARANTEE ASSOCIATION (CIGA) SURCHARGE**

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent, the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share.

California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "CA Surcharge" or "CA Surcharge (CIGA Surcharge)" with an amount will be displayed on your premium notice.

This notice does not change the policy to which it is attached.



## POLICYHOLDER NOTICE

### PAYROLL RECORD AND AUDIT REQUIREMENTS FOR DUAL WAGE CONSTRUCTION OR ERECTION CLASSIFICATIONS

Your policy includes one or more construction or erection classifications. Dual wage classifications are pairs of classifications that describe the same construction or erection operation yet are assigned based upon whether the employee's hourly wage is above or below a specified threshold. Each pair of dual wage classifications contains one "high wage" classification that is assignable to payrolls earned by employees whose regular hourly wage equals or exceeds a specified wage threshold and one "low wage" classification that is assignable to payrolls earned by employees whose regular hourly wage is less than the specified threshold.

#### Payroll Record Requirements

The assignment of a high wage classification to any non-salaried employee is contingent on verifying that the employee's hourly wage equals or exceeds the specified wage threshold. The determination of the regular hourly wage must be supported by one of the following sources:

- o Original time cards or time book entries for each employee. Original records must include the operations performed, the total hours worked each day and the times the employee started and ended each work period throughout the workday. At job locations where all of the employer's operations cease for a uniform unpaid meal period, recording the start and stop times of the uniform break period is not required.
- o A valid collective bargaining agreement that shows the regular hourly wage rate by job classification of a worker. If using a collective bargaining agreement, the records must include an employee roster by job classification that permits the reconciliation of individual employees to the job classifications set forth in the collective bargaining agreement.

The non-salaried employee's regular hourly wage shall be determined by dividing that employee's total remuneration by the hours worked during the pay period, irrespective of whether the employee is paid on an hourly, piecework, production or commission basis.

The payroll earned by any non-salaried employees for whom the records specified above are not maintained and/or made available will be assigned to the low wage classification that describes the operations performed.

The regular hourly wage of salaried employees is determined by dividing the total annual remuneration by 2000 hours. If an employee is salaried for less than 12 months, the regular hourly wage for the salaried period is calculated on a prorated basis.

#### Audit Requirements

If your policy produces a final premium of \$13,000 or more, a physical audit is required at least once a year. If your policy produces a final premium of less than \$13,000 and payroll is developed under a high wage classification, a physical audit of the policy is required unless the policy is a renewal and a physical audit was completed for one of the two immediately preceding policy periods. A "physical audit" is defined as an audit of payroll, whether conducted at the policyholder's location or at a remote site, that is based upon an auditor's examination of the policyholder's books of accounts and original payroll records (in either electronic or hard copy form) as necessary to determine and verify the exposure amounts by classification.

If you hold a C-39 Roofing Contractor license from the California Contractors State License Board, a physical audit is required on the complete policy period of each policy regardless of the amount of final premium. See California Insurance Code Section 1.1665(a) for additional requirements regarding the audit of C-39 license holders.



## **POLICYHOLDER NOTICE**

### **JANUARY 1, 2015 AUDIT REQUIREMENTS FOR POLICIES WITH FINAL PREMIUM OF LESS THAN \$13,000 THAT DEVELOP PAYROLL IN HIGH WAGE DUAL WAGE CONSTRUCTION OR ERECTION CLASSIFICATIONS**

Dual wage classifications are pairs of classifications that describe the same construction or erection operation yet are assigned based upon whether the employee's hourly wage is above or below a specified threshold. Each pair of dual wage classifications contains one "high wage" classification that is assignable to payrolls earned by employees whose regular hourly wage equals or exceeds a specific wage threshold and one "low wage" classification that is assignable to payrolls earned by employees whose regular hourly wage is less than the specified threshold.

If your policy effective on or after January 1, 2015 produces a final premium of less than \$13,000 and develops payroll in a high wage classification, a physical audit of the policy is required unless the policy is a renewal and a physical audit was completed for one of the two immediately preceding policy periods. If your policy produces a final premium of \$13,000 or more, a physical audit is required at least once a year.

A "physical audit" is defined as an audit of payroll, whether conducted at the policyholder's location or at a remote site, that is based upon an auditor's examination of the policyholder's books of accounts and original payroll records (in either electronic or hard copy form) as necessary to determine and verify the exposure amounts by classification.



## CALIFORNIA NOTICE

CALIFORNIA LABOR CODE 3551 PROVIDES THAT EVERY EMPLOYER SUBJECT TO THE COMPENSATION PROVISIONS OF THIS CODE, EXCEPT EMPLOYERS OF EMPLOYEES DEFINED IN SUBDIVISION (d) OF SECTION 3351, SHALL GIVE EVERY NEW EMPLOYEE, EITHER AT THE TIME OF HIRE, OR BY THE END OF THE FIRST PAY PERIOD, WRITTEN NOTICE OF THE INFORMATION CONTAINED IN SECTION 3550.

CALIFORNIA LABOR CODE 3550 PROVIDES THAT EVERY EMPLOYER SUBJECT TO THE COMPENSATION PROVISIONS OF THIS DIVISION SHALL POST AND KEEP POSTED IN A CONSPICUOUS LOCATION FREQUENTED BY EMPLOYEES, AND WHERE THE NOTICE MAY BE EASILY READ BY EMPLOYEES DURING THE HOURS OF THE WORKDAY, A NOTICE WHICH SHALL STATE THE NAME OF THE CURRENT COMPENSATION INSURANCE CARRIER OF THE EMPLOYER, OR WHEN SUCH IS THE FACT, THAT THE EMPLOYER IS SELF-INSURED, AND WHO IS RESPONSIBLE FOR CLAIMS ADJUSTMENT.



**NOTICE TO POLICYHOLDER**

**CALIFORNIA WORKERS' COMPENSATION**

**INSURANCE RATING LAWS**

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Pursuant to Section 11752.8 of the California Insurance Code, we are providing you with an explanation of the California workers' compensation rating laws applicable to new and renewal policies with policy effective dates on and after January 1, 1995.

1. The laws requiring all insurers to charge the same minimum rate uniformly to all employers within a given classification has been repealed. Beginning January 1, 1995, we will establish our own rates for workers' compensation. Our rates will not be applicable prior to the first normal policy effective date of a policy incepting on or after January 1, 1995. Our rates, rating plans and related information are filed with the Insurance Commissioner and are open for public inspection.
2. The Insurance Commissioner can disapprove our rates, rating plans or classifications only if he has determined after public hearing that our rates might jeopardize our ability to pay claims or create a monopoly in the market. A monopoly is defined by law as a market where one insurer writes 20% or more of that part of the California workers' compensation insurance that is not written by the State Compensation Insurance Fund. If the insurance Commissioner disapproves our rates, rating plans or classification, he may order an increase in the rates applicable to outstanding policies.
3. Rating organizations may develop pure premium rates which are subject to the Insurance Commissioner's approval. A pure premium rate reflects the anticipated cost and expenses of claims per \$100 of payroll for a given classification. Pure premium rates are advisory only, as we are not required to sue the pure premium rates developed by any rating organization in establishing our own rates.
4. We must adhere to a single, uniform experience rating plan. If you are eligible for experience rating under the plan, we will be required to adjust your premium to reflect your claim history. A better claim history generally results in a lower experience rating modification; more claims, or more expensive claims, generally result in a higher experience rating modification. The uniform experience rating plan developed by the insurance rating organization designated by the Insurance commissioner is subject to the approval of the Insurance Commissioner.
5. A standard classification system developed by the insurance rating organization designated by the Insurance Commissioner is subject to approval of the Insurance Commissioner. The standard classification system is a method of recognizing and separating policyholders into industry or occupational groups according to their similarities and/or differences. We can adopt and apply the standard classification system or develop and apply our own classification system, provided that we can report the payroll, expenses and other costs of claims in a way which is consistent with the standard classification system.
6. Our rates and classifications may not violate the Unruh Civil Rights Act or be unfairly discriminatory.
7. We will provide an appeal process for you to appeal the way we rate your insurance policy. The process will require us to respond to your written appeal within 30 days. If you are not satisfied with the result of your appeal, you may appeal our decision to the Insurance Commissioner.



# Reporting a Work-Related Injury is Time Sensitive!

Call The Hartford's LossConnect immediately to report a claim.

**1-800-327-3636**

Available 24 hours a day, 365 days a year.

## The Benefits of Timely Loss Reporting:

Research has shown that faster loss reporting significantly affects loss costs. The sooner we are notified, the sooner we can investigate the accident and coordinate with you, the injured employee, and the medical team to ensure the fastest possible return to health and work.

## The Effect of Timely Reporting on Controlling the Cost of Your Loss:

Average Loss for Closed Claims (Accident Years 2002-2005)	
Report Lag in Days	Percent Change in Loss Costs Compared to First Week Report
Incident Day	-6%
Week 1	0%
Week 2	13%
Week 3 or 4	16%
1 Month or Later	24%

Statutory requirements also necessitate the prompt initial reporting of the accident causing injury or death. Failure to comply may result in a fineable offense by the State.

### Information You'll Need

#### Company Information

- o Account Number
- o Location Code (if applicable)
- o Parent Company (or program name)
- o Policy Number

#### Worker Information

- o Name, DOB, Address, Phone
- o Social Security Number
- o Age, Gender
- o Marital Status, Number of Dependants
- o Hire Date, Years in Current Position
- o Wage Information

#### Incident Information

- o Type of injury (burn, cut, etc.)?
- o Exact body part injured?
- o What caused the accident?
- o Any reason to question the injury?
- o Any witnesses?
- o Address where injury occurred?
- o Where was the injured employee treated? (Provide name, address, phone of medical provider.)
- o When was the accident reported to you and by whom (date, time)?

### Network Providers

A listing of more than 400,000 network providers qualified to treat work-related injuries is available online at [www.talispoint.com/hartext](http://www.talispoint.com/hartext) or by calling our Network Referral Unit at 1-800-327-3636 (select 4 at the prompt). Since network referrals are often impacted by state specific rules, please call to learn how to maximize our network capabilities on behalf of your employees.



**Customer Privacy Notice**  
**The Hartford Financial Services Group, Inc. and Affiliates\***  
 (herein called "we, our, and us")

*This Privacy Policy applies to our United States Operations*

We value your trust. We are committed to the responsible:

- a) management;
  - b) use; and
  - c) protection;
- of **Personal Information**.

This notice describes how we collect, disclose, and protect **Personal Information**.

We collect **Personal Information** to:

- a) service your **Transactions** with us; and
- b) support our business functions.

We may obtain **Personal Information** from:

- a) **You**;
- b) your **Transactions** with us; and
- c) third parties such as a consumer-reporting agency.

Based on the type of product or service **You** apply for or get from us, **Personal Information** such as:

- a) your name;
- b) your address;
- c) your income;
- d) your payment; or
- e) your credit history;

may be gathered from sources such as applications, **Transactions**, and consumer reports.

To serve **You** and service our business, we may share certain **Personal Information**. We will share **Personal Information**, only as allowed by law, with affiliates such as:

- a) our insurance companies;
- b) our employee agents;
- c) our brokerage firms; and
- d) our administrators.

As allowed by law, we may share **Personal Financial Information** with our affiliates to:

- a) market our products; or
  - b) market our services;
- to **You** without providing **You** with an option to prevent these disclosures.

We may also share **Personal Information**, only as allowed by law, with unaffiliated third parties including:

- a) independent agents;
- b) brokerage firms;

- c) insurance companies;
  - d) administrators; and
  - e) service providers;
- who help us serve **You** and service our business.

When allowed by law, we may share certain **Personal Financial Information** with other unaffiliated third parties who assist us by performing services or functions such as:

- a) taking surveys;
- b) marketing our products or services; or
- c) offering financial products or services under a joint agreement between us and one or more financial institutions.

We, and third parties we partner with, may track some of the pages **You** visit through the use of:

- a) cookies;
- b) pixel tagging; or
- c) other technologies;

and currently do not process or comply with any web browser's "do not track" signal or other similar mechanism that indicates a request to disable online tracking of individual users who visit our websites or use our services.

For more information, our Online Privacy Policy, which governs information we collect on our website and our affiliate websites, is available at <https://www.thehartford.com/online-privacy-policy>.

We will not sell or share your **Personal Financial Information** with anyone for purposes unrelated to our business functions without offering **You** the opportunity to:

- a) "opt-out;" or
  - b) "opt-in;"
- as required by law.

We only disclose **Personal Health Information** with:

- a) your proper written authorization; or
- b) as otherwise allowed or required by law.

Our employees have access to **Personal Information** in the course of doing their jobs, such as:

- a) underwriting policies;
- b) paying claims;
- c) developing new products; or
- d) advising customers of our products and services.

We use manual and electronic security procedures to maintain:

- a) the confidentiality; and
- b) the integrity of;

**Personal Information** that we have. We use these procedures to guard against unauthorized access.

Some techniques we use to protect **Personal Information** include:

- a) secured files;
- b) user authentication;
- c) encryption;
- d) firewall technology; and
- e) the use of detection software.

We are responsible for and must:

- a) identify information to be protected;
- b) provide an adequate level of protection for that data;
- c) grant access to protected data only to those people who must use it in the performance of their job-related duties.

Employees who violate our privacy policies and procedures may be subject to discipline, which may include termination of their employment with us.

We will continue to follow our Privacy Policy regarding **Personal Information** even when a business relationship no longer exists between us.

As used in this Privacy Notice:

**Application** means your request for our product or service.

**Personal Financial Information** means financial information such as:

- a) credit history;
- b) income;

- c) financial benefits; or
- d) policy or claim information.

**Personal Financial Information** may include Social Security Numbers, Driver's license numbers, or other government-issued identification numbers, or credit, debit card, or bank account numbers.

**Personal Health Information** means health information such as:

- a) your medical records; or
- b) information about your illness, disability or injury.

**Personal Information** means information that identifies **You** personally and is not otherwise available to the public. It includes:

- a) **Personal Financial Information**; and
- b) **Personal Health Information**.

**Transaction** means your business dealings with us, such as:

- a) your **Application**;
- b) your request for us to pay a claim; and
- c) your request for us to take an action on your account.

**You** means an individual who has given us **Personal Information** in conjunction with:

- a) asking about;
- b) applying for; or
- c) obtaining;

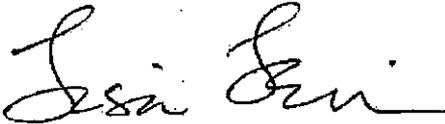
a financial product or service from us if the product or service is used mainly for personal, family, or household purposes.

This Customer Privacy Policy is being provided on behalf of The Hartford Financial Services Group, Inc. and its affiliates, to the extent required by the Gramm-Leach-Bliley Act and implementing regulations.

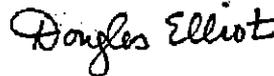
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**POLICY NUMBER: 57 WE LP3237**

Our President and Secretary have signed this policy. Where required by law, the Information Page has been countersigned by our duly authorized representative.



Lisa Levin, Secretary



Douglas Elliot, President

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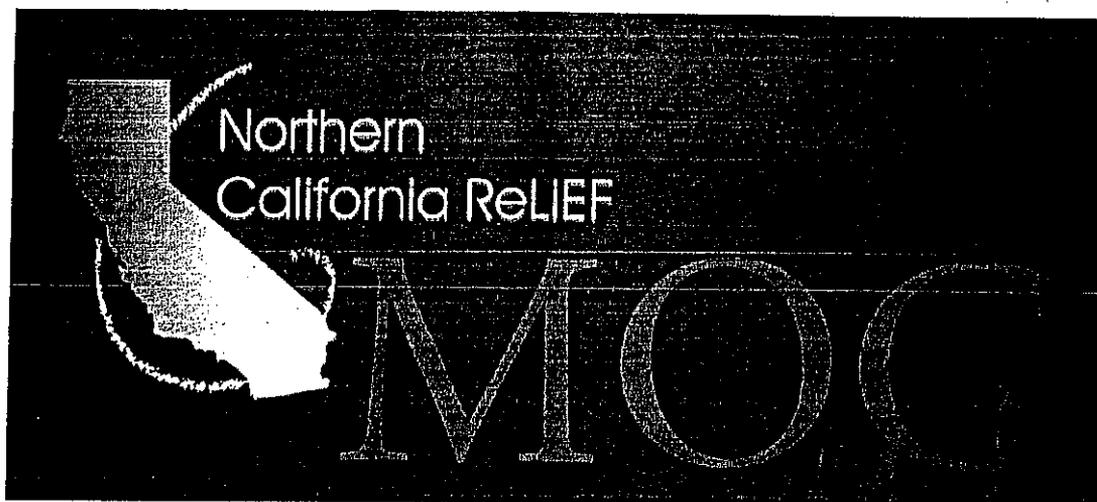
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## MEMORANDUM OF COVERAGE

**Coverage Period:**  
July 1, 2018 - July 1, 2019

**President:**

Kimberly Dennis  
Alameda County  
Schools Insurance  
Group

**Vice President:**

Brent Swanson  
Tulare County Schools  
Self Insurance  
Authority

**Secretary:**

Larry Teixeira  
Organization of Self-  
Insured Schools

**Treasurer:**

Annette Heldman  
New Haven Unified  
School District

Dear ReLIEF Member,

**RE: 2018-19 Program Year Renewal**

On behalf of the Northern California Regional Liability Excess Fund (ReLIEF) Board of Directors, we are pleased to present you with the program summary documents for the upcoming year. This binder includes the following documents to serve as a summary of all coverages provided by NCR and/or SAFER for the upcoming year.

- Declaration Pages
- Program Structure
- Memorandum of Coverage (MOC)
- Endorsements
- Crime Policy
- Service Team Contacts

Please make sure that you review these documents carefully as they contain important terms, conditions, and requirements that impact the coverage provided by ReLIEF. New members should also review their prior coverages to make sure that they do not encounter coverage gaps or reporting obligations that may limit needed coverages. Members needing supplemental coverages should contact Keenan for assistance.

The world of public education risk changed in California around 2011 with increasing sexual abuse and bullying exposures. Student safety and supervision must be our #1 priority in order to nurture healthy productive adults and redirect limited funds back into the classroom. Juries are of a mind to hold schools strictly liable for anything that happens to a child that is remotely associated with the school or its employees. Whether it be maintaining appropriate adult-student boundaries, "sweeping" the buses at the end of a route, sheltering students from gun violence, or maintaining strict protocols for field trip participation and/or a third party's use of our facilities, there are no shortcuts. Children are innocent victims and schools represent the "deep pocket" with which juries can show their compassion.

The experience modification formula continues to serve its intended purpose to reward good loss experience and incentivize member commitment to safety/loss control measures, while continuing to "cushion" the impact of losses on individual members. However, we must do more. Toward that end, some of the initiatives we're working on are as follows:

- The Board approved the funding of four (4) **risk management designated programs**, affirming our commitment to the safety of our children and the reduction of claims. The focus of the programs is on Sexual Abuse & Molestation, Title IX Resources/Trainings and Fire/Arson Prevention.

**President:**

Kimberly Dennis  
Alameda County  
Schools Insurance  
Group

**Vice President:**

Brent Swanson  
Tulare County Schools  
Self Insurance  
Authority

**Secretary:**

Larry Teixeira  
Organization of Self-  
Insured Schools

**Treasurer:**

Annette Heldman  
New Haven Unified  
School District

- We all know that risk management is everyone's job. The "risk manager" cannot do it alone. As such, we are Skyping our Risk Management Committee meetings to reach a broader base of the membership. We have also reinstated the Human Resource Advisory Committee to help produce resources for the membership and most recently looking to incorporate Student Services contacts in these meetings. The more they know and understand, the more eyes and ears we have working together to keep kids safe!
- We also conducted our annual review of the Authority's Memorandum of Coverage and approved various updates to help clarify coverage, remove redundancies, and keep pace with a changing litigation environment. We are happy to report there have been **no coverage restrictions** implemented by our reinsurance partners!
- Reminder - All Booster Clubs currently endorsed onto the Authority's MOC will be required to secure coverage outside of NCR by 6/30/19. This change was implemented due to the independent nature of these entities operating outside of direct district oversight. Contact your local account manager for more information on securing coverage for your boosters.
- Lastly, we continue to have **unlimited** access to a variety of essential **training** modules through Keenan SafeSchools, the premier online training platform for California schools.

Finally, I want to recognize the work of the member representatives that actively participate in the governance of our JPA, and especially our Committee Chairs who facilitate the work of the Authority. If you are currently participating on one of our operating committees, thank you! If not, we hope you will get involved and help us to shape our future together. For more information on how, please contact Leslie Delozier at [ldelozier@keenan.com](mailto:ldelozier@keenan.com) or your local Keenan representative.

As schools struggle with increasing litigation, our participation in this group cooperative allows us to work through them to determine the best solutions for our districts. On behalf of the Board of Directors, we appreciate your continued support and participation in making ReLiEF the best option for California public schools.

Sincerely,



Kimberly Dennis, Alameda County Schools Insurance Group  
President, Northern California Regional Liability Excess Fund (ReLiEF)



# Keenan

Associates

2018/2019

## Keenan & Associates Service Team for Central Valley Schools Joint Powers Authority Contact Information/Functional Responsibilities

### Office Location and Telephone Numbers

Assad Insurance Agency  
PO Box 205  
Tracy, CA 95378  
209/835-4444

**San Jose Office:**  
Keenan & Associates  
1732 North First Street, Suite 100  
San Jose, CA 95110

Assad Insurance Agency  
PO Box 205  
Tracy, CA 95378  
209/835-4444

Phone (Main): (408) 441-0876  
Phone (Toll Free): (800) 334-6554  
Main Fax: (408) 436-9308

Web Site: [www.keenan.com](http://www.keenan.com)

Corporate License No. 0451271

### Team Members

Name	Role	Key Responsibilities	Telephone	E-mail
<b>Tom Russo</b>	Vice President	Lead representative for Keenan with districts and JPA's. Responsible for overall client satisfaction. Administers JPA's on behalf of Keenan. Manages Keenan service staff. Presents new opportunities available to the JPA.	<b>Office:</b> (408) 441-0754 Ext. 6153  <b>Cell:</b> (559) 905-8766	<a href="mailto:trusso@keenan.com">trusso@keenan.com</a>
<b>Steve Bour</b>	Sr. Account Manager	Responsible for overall coordination of client services and interfacing with clients. Attends JPA meetings, coordinates and develops agenda packets and minutes. Is available via phone to answer client questions.	<b>Office:</b> (408) 441-0754 Ext. 6152 <b>Fax:</b> (408) 436-9308 <b>Cell:</b> (408) 482-6978	<a href="mailto:sbour@keenan.com">sbour@keenan.com</a>
<b>Maya Williams</b>	Account Coordinator	Responsible for providing administrative support including correspondence, issuing certificates of coverage, and other special projects as assigned.	<b>Office:</b> (408) 441-0754 Ext. 6163 <b>Fax:</b> (408) 436-9308	<a href="mailto:mwilliams1@keenan.com">mwilliams1@keenan.com</a>
<b>Tim Hall</b>	Loss Control Consultant	Responsible for providing Loss Control Services for the members which consist of established NCR services.	<b>Office:</b> (916) 859-7160 Ext. 4269 <b>Fax:</b> (916)859-7116 <b>Cell:</b> (916) 899-9513	<a href="mailto:thall@keenan.com">thall@keenan.com</a>



# Northern California ReLIEF (NCR)

## MEMORANDUM OF COVERAGE

MEMORANDUM #: NCR 01702-16

### DECLARATIONS

#### **COVERED AGENCY(IES) NAME AND ADDRESS**

**Central Valley Schools JPA**

Millennium Charter School

51 East Beverly Pl.

Tracy, CA 95376

**COVERAGE PERIOD: 12:01 A.M. July 1, 2018 to July 1, 2019**

<u>Coverage</u> <u>(Per Loss Occurrence)</u>	<u>Limit of Coverage</u> <u>per Member</u>	<u>Member Retained</u> <u>Limit</u>
<b><u>Coverage A - Liability</u></b>		
Combined Single Limit (includes MRL)	\$50,000,000	\$10,000
Sublimits		
Employee Benefit Program Claims	\$50,000	\$10,000
Breach Of Contract Claims	\$50,000	\$10,000
Special Education Program Claims	\$50,000	\$5,000
Injunctive/Non-Monetary Claims	\$100,000	\$0
Uninsured/Underinsured Motor Vehicle (combined single limit)	\$1,000,000	\$10,000
Asbestos Claims	\$50,000	\$10,000
Wage Claim/Loss Adjustment Expense Only	\$50,000	\$10,000
Auxiliary/Foundation Claims	\$1,000,000	\$10,000

<u>Coverage</u> <u>(Per Loss Occurrence)</u>	<u>Limit of Coverage</u> <u>per Member</u>	<u>Member Retained</u> <u>Limit</u>
<b><u>Coverage B - Property</u></b>		
Combined Single Limit (includes MRL)	\$250,250,000	\$10,000
Sublimits		
Sprinkler Leakage caused by Earthquake	\$10,000,000	\$10,000
Newly Acquired Location	\$5,000,000	\$10,000
Personal Property of Others (except as follows)	\$100,000	\$10,000
Any One item on Loan or Exhibition	\$25,000	\$10,000
Any One Elected or Appointed Official or Employee	\$1,000	\$10,000
Any One Student	\$500	\$10,000
Transmission or Distribution Lines	\$5,000,000	\$10,000
Off-Site Property	\$1,000,000	\$10,000
Back Up of Sewers or Drains	\$10,000,000	\$10,000
Property in Transit	\$1,000,000	\$10,000
Rental Payment Interruption	\$10,000,000	\$10,000
Valuable Papers or Records	\$10,000,000	\$10,000
Loss of Revenues and Extra Expense (Combined Single Limit)	\$25,000,000	\$10,000
Plants (\$1,000 per item)	\$50,000	\$10,000
Fine Arts (\$1,000 per item)	\$50,000	\$10,000
Builder's Risk for Covered Projects		
Covered Project up to \$250,000	\$250,000	\$10,000
Covered Project over \$250,000	Per Endorsement	Per Endorsement

<u>Coverage</u> (Per Loss Occurrence)	<u>Limit of Coverage</u> <u>per Member</u>	<u>Member Retained</u> <u>Limit</u>
<b><u>Coverage C - Additional Coverages, if selected</u></b>		
<u>Equipment Breakdown Coverage</u>	\$100,000,000	\$1,000
Loss of Revenue/Extra Expense	Follows any coverage provided under Coverage B	
Spoilage	\$5,000,000	
Excavation	\$25,000	
Expediting Expenses	\$5,000,000	
Freezing	\$25,000	
Hazardous Substances	\$250,000	
Newly Acquired Locations	\$5,000,000	
<u>Electronic Data Processing Equipment Coverage</u>	\$41,667	\$250
<u>MRL Reduction</u>		
Each Laptop off premises	Included in EDP Limit	\$250
<u>Crime Coverage</u>	\$5,000,000	\$2,500
Policy Number	<u>01-511-31-03</u>	
Impersonation Fraud Coverage	\$100,000	\$25,000
<u>Information/Cyber Security and Privacy Coverage</u>		\$25,000
Policy Number	<u>CY1010218</u>	
Privacy Regulatory	\$5,000,000	\$25,000
Security Breach Response	\$5,000,000	\$25,000
Cyber Extortion	\$5,000,000	\$25,000
Data Asset Restoration	\$5,000,000	\$25,000

**MEMBER ESTIMATED CONTRIBUTION**

**FOR THE COVERAGE PERIOD**

**\$25,094**

**THIS MEMORANDUM OF COVERAGE DECLARATIONS IS ATTACHED AND MADE AN INTEGRAL PART OF THE MEMORANDUM OF COVERAGE.**

**FOR NORTHERN CALIFORNIA REGIONAL LIABILITY EXCESS FUND**

BY



07/01/2018

KEENAN & ASSOCIATES, JPA MANAGER

Issue Date



# Northern California ReLiEF (NCR)

## MEMORANDUM OF COVERAGE

MEMORANDUM #: NCR 01702-16

### DECLARATIONS

#### **COVERED AGENCY(IES) NAME AND ADDRESS**

**Central Valley Schools JPA**

Primary Charter School

51 East Beverly Pl.

Tracy, CA 95376

**COVERAGE PERIOD: 12:01 A.M. July 1, 2018 to July 1, 2019**

<u>Coverage</u> (Per Loss Occurrence)	<b>Limit of Coverage per Member</b>	<b>Member Retained Limit</b>
<b><u>Coverage A - Liability</u></b>		
Combined Single Limit (includes MRL)	\$50,000,000	\$10,000
<b>Sublimits</b>		
Employee Benefit Program Claims	\$50,000	\$10,000
Breach Of Contract Claims	\$50,000	\$10,000
Special Education Program Claims	\$50,000	\$5,000
Injunctive/Non-Monetary Claims	\$100,000	\$0
Uninsured/Underinsured Motor Vehicle (combined single limit)	\$1,000,000	\$10,000
Asbestos Claims	\$50,000	\$10,000
Wage Claim/Loss Adjustment Expense Only	\$50,000	\$10,000
Auxiliary/Foundation Claims	\$1,000,000	\$10,000

Coverage  
(Per Loss Occurrence)

**Limit of Coverage  
per Member**

**Member Retained  
Limit**

**Coverage B - Property**

Combined Single Limit (includes MRL)	\$250,250,000	\$10,000
Sublimits		
Sprinkler Leakage caused by Earthquake	\$10,000,000	\$10,000
Newly Acquired Location	\$5,000,000	\$10,000
Personal Property of Others (except as follows)	\$100,000	\$10,000
Any One item on Loan or Exhibition	\$25,000	\$10,000
Any One Elected or Appointed Official or Employee	\$1,000	\$10,000
Any One Student	\$500	\$10,000
Transmission or Distribution Lines	\$5,000,000	\$10,000
Off-Site Property	\$1,000,000	\$10,000
Back Up of Sewers or Drains	\$10,000,000	\$10,000
Property in Transit	\$1,000,000	\$10,000
Rental Payment Interruption	\$10,000,000	\$10,000
Valuable Papers or Records	\$10,000,000	\$10,000
Loss of Revenues and Extra Expense (Combined Single Limit)	\$25,000,000	\$10,000
Plants (\$1,000 per item)	\$50,000	\$10,000
Fine Arts (\$1,000 per item)	\$50,000	\$10,000
Builder's Risk for Covered Projects		
Covered Project up to \$250,000	\$250,000	\$10,000
Covered Project over \$250,000	Per Endorsement	Per Endorsement

<u>Coverage</u> (Per Loss Occurrence)	<b>Limit of Coverage per Member</b>	<b>Member Retained Limit</b>
<b><u>Coverage C - Additional Coverages, if selected</u></b>		
<u>Equipment Breakdown Coverage</u>	\$100,000,000	\$1,000
Loss of Revenue/Extra Expense	Follows any coverage provided under Coverage B	
Spoilage	\$5,000,000	
Excavation	\$25,000	
Expediting Expenses	\$5,000,000	
Freezing	\$25,000	
Hazardous Substances	\$250,000	
Newly Acquired Locations	\$5,000,000	
<u>Electronic Data Processing Equipment Coverage</u>	\$26,667	\$250
<u>MRL Reduction</u>		
Each Laptop off premises	Included in EDP Limit	\$250
<u>Crime Coverage</u>	\$5,000,000	\$2,500
Policy Number	<u>01-511-31-03</u>	
Impersonation Fraud Coverage	\$100,000	\$25,000
<u>Information/Cyber Security and Privacy Coverage</u>		\$25,000
Policy Number	<u>CY1010218</u>	
Privacy Regulatory	\$5,000,000	\$25,000
Security Breach Response	\$5,000,000	\$25,000
Cyber Extortion	\$5,000,000	\$25,000
Data Asset Restoration	\$5,000,000	\$25,000

**MEMBER ESTIMATED CONTRIBUTION  
FOR THE COVERAGE PERIOD**

**\$13,229**

**THIS MEMORANDUM OF COVERAGE DECLARATIONS IS ATTACHED AND MADE  
AN INTEGRAL PART OF THE MEMORANDUM OF COVERAGE.**

**FOR NORTHERN CALIFORNIA REGIONAL LIABILITY EXCESS FUND**

BY



07/01/2018

KEENAN & ASSOCIATES, JPA MANAGER

Issue Date



# Northern California ReLIEF (NCR)

## MEMORANDUM OF COVERAGE

MEMORANDUM #: NCR 01702-16

### DECLARATIONS

#### **COVERED AGENCY(IES) NAME AND ADDRESS**

**Central Valley Schools JPA**

Discovery Charter School

51 East Beverly Pl.

Tracy, CA 95376

**COVERAGE PERIOD: 12:01 A.M. July 1, 2018 to July 1, 2019**

<u>Coverage</u> (Per Loss Occurrence)	<b>Limit of Coverage per Member</b>	<b>Member Retained Limit</b>
<b><u>Coverage A - Liability</u></b>		
Combined Single Limit (includes MRL)	\$50,000,000	\$10,000
Sublimits		
Employee Benefit Program Claims	\$50,000	\$10,000
Breach Of Contract Claims	\$50,000	\$10,000
Special Education Program Claims	\$50,000	\$5,000
Injunctive/Non-Monetary Claims	\$100,000	\$0
Uninsured/Underinsured Motor Vehicle (combined single limit)	\$1,000,000	\$10,000
Asbestos Claims	\$50,000	\$10,000
Wage Claim/Loss Adjustment Expense Only	\$50,000	\$10,000
Auxiliary/Foundation Claims	\$1,000,000	\$10,000

<u>Coverage</u> (Per Loss Occurrence)	Limit of Coverage per Member	Member Retained Limit
<b><u>Coverage B - Property</u></b>		
Combined Single Limit (includes MRL)	\$250,250,000	\$10,000
Sublimits		
Sprinkler Leakage caused by Earthquake	\$10,000,000	\$10,000
Newly Acquired Location	\$5,000,000	\$10,000
Personal Property of Others (except as follows)	\$100,000	\$10,000
Any One item on Loan or Exhibition	\$25,000	\$10,000
Any One Elected or Appointed Official or Employee	\$1,000	\$10,000
Any One Student	\$500	\$10,000
Transmission or Distribution Lines	\$5,000,000	\$10,000
Off-Site Property	\$1,000,000	\$10,000
Back Up of Sewers or Drains	\$10,000,000	\$10,000
Property in Transit	\$1,000,000	\$10,000
Rental Payment Interruption	\$10,000,000	\$10,000
Valuable Papers or Records	\$10,000,000	\$10,000
Loss of Revenues and Extra Expense (Combined Single Limit)	\$25,000,000	\$10,000
Plants (\$1,000 per item)	\$50,000	\$10,000
Fine Arts (\$1,000 per item)	\$50,000	\$10,000
Builder's Risk for Covered Projects		
Covered Project up to \$250,000	\$250,000	\$10,000
Covered Project over \$250,000	Per Endorsement	Per Endorsement

<u>Coverage</u> (Per Loss Occurrence)	<u>Limit of Coverage</u> <u>per Member</u>	<u>Member Retained</u> <u>Limit</u>
<b><u>Coverage C - Additional Coverages, if selected</u></b>		
<u>Equipment Breakdown Coverage</u>	\$100,000,000	\$1,000
Loss of Revenue/Extra Expense	Follows any coverage provided under Coverage B	
Spoilage	\$5,000,000	
Excavation	\$25,000	
Expediting Expenses	\$5,000,000	
Freezing	\$25,000	
Hazardous Substances	\$250,000	
Newly Acquired Locations	\$5,000,000	
<u>Electronic Data Processing Equipment Coverage</u>	\$36,666	\$250
<u>MRL Reduction</u>		
Each Laptop off premises	Included in EDP Limit	\$250
<u>Crime Coverage</u>	\$5,000,000	\$2,500
Policy Number	<u>01-511-31-03</u>	
Impersonation Fraud Coverage	\$100,000	\$25,000
<u>Information/Cyber Security and Privacy Coverage</u>		\$25,000
Policy Number	<u>CY1010218</u>	
Privacy Regulatory	\$5,000,000	\$25,000
Security Breach Response	\$5,000,000	\$25,000
Cyber Extortion	\$5,000,000	\$25,000
Data Asset Restoration	\$5,000,000	\$25,000

**MEMBER ESTIMATED CONTRIBUTION**

**FOR THE COVERAGE PERIOD**

**\$13,655**

**THIS MEMORANDUM OF COVERAGE DECLARATIONS IS ATTACHED AND MADE  
AN INTEGRAL PART OF THE MEMORANDUM OF COVERAGE.**

**FOR NORTHERN CALIFORNIA REGIONAL LIABILITY EXCESS FUND**

BY

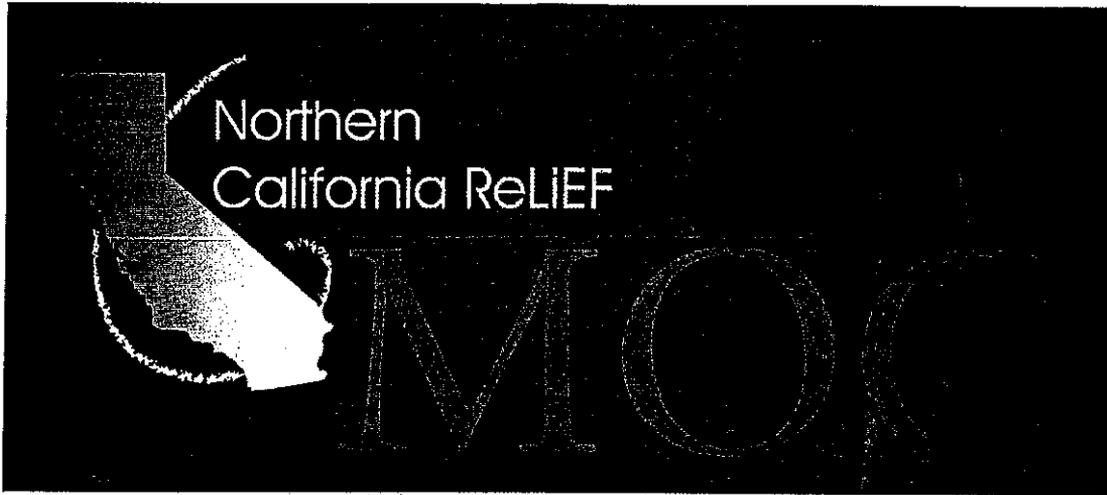


KEENAN & ASSOCIATES, IPA MANAGER

07/01/2018

Issue Date

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## Northern California ReLIEF

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# MEMORANDUM OF COVERAGE

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### PREAMBLE

- A. It is the intent of the Authority to: provide defined property and liability coverage to each Member (and its Covered Agency(ies)); avoid coverage disputes; eliminate misunderstandings regarding coverages; clarify the claims handling process; and provide a document which easily identifies what is or is not covered. It is not the intent of the Authority to cover all possible conduct, claims, costs or losses involving a Covered Agency. This Memorandum of Coverage includes important Terms of Coverage, Definitions, Limitations, Exclusions, Declarations and all other terms of the Memorandum that should be carefully reviewed by a Covered Party. Throughout this Memorandum certain words and/or phrases have specified definitions that are indicated by the words and/or phrases with initial capitalized letters.
- B. The Memorandum of Coverage is not an insurance policy. The Authority is not a commercial insurer, nor is it subject to regulation under the California Insurance Code. (Gov. Code § 990.8(c); *City of South El Monte v. Southern California Joint Powers Insurance Authority* (1995) 38 Cal.App.4th 1629.) The Authority has not adopted principles of insurance law as the basis to control its obligations under the Memorandum of Coverage; therefore, insurance law principles are not controlling. (*City of South El Monte*, supra, 38 Cal.App.4th at 1638). This Memorandum has been prepared with the input and consent of the Members, and any rule requiring interpretation against the drafter shall not apply.
- C. This Memorandum does not contain a “duty to defend” provision. Rather, the Memorandum provides the Authority the option to defend, control and settle Claims covered by this Memorandum. Loss Adjustment Expense for a liability Claim is only payable for a covered Loss Occurrence under Coverage A – Liability.

**ARTICLE I –**  
**WHO IS COVERED**

Any person, entity or organization included in the definition of Covered Party is covered pursuant to the terms of this Memorandum of Coverage.

**ARTICLE II –**  
**WHAT IS COVERED**

In consideration of the payment of the contribution by the Member and the provisions of the Authority's Joint Powers Agreement, Bylaws, policies and procedures, the Authority agrees with each Member, subject to the Declarations and all other terms and conditions of this Memorandum of Coverage, to provide the following coverage in excess of the applicable Member Retained Limit:

**A. Coverage A – Liability**

1. The Authority will pay Liability Damages by reason of liability imposed by law or liability assumed by contract and Loss Adjustment Expenses for each Loss Occurrence, except as to the Loss Occurrences listed in the following paragraph or as otherwise restricted by this Memorandum.
2. The Authority will only pay Loss Adjustment Expenses on behalf of a Covered Party, to the extent set forth in the applicable Declarations for each Loss Occurrence for the following:
  - a) Administration of Employee Benefit Programs;
  - b) Breach of Contract;
  - c) Injunctive/Non-Monetary Relief;
  - d) Special Education Rights; and
  - e) Wage Claim/ Loss Adjustment Expense Only.
3. The Authority will pay for damages for bodily injury or wrongful death that a Covered Individual is legally entitled to recover from the owner of an Uninsured/Underinsured Motor Vehicle subject to the limitations contained in the Declarations, Limitations and the other terms of this Memorandum.
4. The Authority will pay Liability Damages and Loss Adjustment Expenses for Asbestos Claims as set forth in the Declarations.

B. Coverage B – Property

The Authority will pay Property Damage, Loss Adjustment Expenses and Extra Expense for each Loss Occurrence related to a Covered Agency's Real Property and Personal Property, including the sublimits for the types of Loss Occurrences, property and coverage extensions set forth in the Declarations except as otherwise restricted in this Memorandum.

**ARTICLE III –**  
**TERMS AND LIMITATIONS OF COVERAGE**

A. General

1. This Memorandum of Coverage applies to any Loss Occurrence which takes place during the Coverage Period anywhere in the world.
2. The Authority's total obligation to pay for Liability Damages, Property Damage, Loss Adjustment Expenses or Extra Expense resulting from any one Loss Occurrence shall not exceed the Limits of Coverage per Member set forth in the Declarations. Covered Agencies that receive coverage through one Member and that sustain the same Loss Occurrence shall share one Member Retained Limit and Limit of Coverage per Member. The Limits of Coverage are a Combined Single Limit per Loss Occurrence shared among all Members of the Authority and the other members of SAFER. In the event of a single Loss Occurrence that exceeds the amount payable by SAFER to cover claims, the Combined Single Limit shall be allocated among all SAFER members (including the Authority) sustaining the same Loss Occurrence as determined by the board of directors of SAFER.
3. In the event other coverage for the Loss Occurrence is available to a Covered Party under any insurance contract, bond or other self-insurance, coverage under this Memorandum of Coverage will be excess pursuant to the Other Coverage condition.
4. All loss or injury arising out of the continuation or repetition of substantially the same or similar harmful conditions or the same efficient proximate cause shall be considered as arising out of a single Loss Occurrence, which will be allocated in its entirety to a single Coverage Period, even though the Loss Occurrence may span multiple Coverage Periods. In no event will more than one Coverage Period apply to the entirety of all loss or injury arising out of any one Loss Occurrence. If loss or injury arising out of a single Loss Occurrence takes place during more than one Coverage Periods, whether or not the Authority is the coverage provider, the Loss Occurrence shall be allocated to the Coverage Period during which the earliest of the following takes place: (1) the date when the loss or injury had indisputably ceased to occur but only if such date can be identified at the time that the Authority first receives notice of the claim; (2) the first date that the party seeking coverage received a claim pursuant to the Government Code regarding such loss or injury; (3) the first date that a party seeking coverage received any other unequivocal notice that a claim

was being made; or (4) the initial filing date of any lawsuit alleging such loss or injury in which the party seeking coverage is named as a party or is later added as a party.

5. As respects Claims of Bodily Injury arising from Sexual Abuse/Molestation, regardless of the number of claimants, number of instances of abuse per claimant, and number of locations where abuse occurs, all Sexual Abuse/Molestation by one Covered Party, or multiple Covered Parties acting together will be a single Loss Occurrence. The date of the Loss Occurrence shall be the date of the last act of Sexual Abuse/Molestation occurring during the Authority's Coverage Period(s).
6. In the event more than one Member is liable for Liability Damages from a single Loss Occurrence, this Memorandum of Coverage shall protect each Member as though a separate Memorandum of Coverage had been issued to each.
7. The total of Loss Adjustment Expense coverage available for a Claim of Injunctive/Non-Monetary Relief brought against multiple Members shall not exceed \$250,000 in the aggregate.
8. The Memorandum's coverage for a Covered Party's liability assumed by contract applies only to written contracts made before the occurrence of covered Bodily Injury, Property Damage, Personal Injury, Errors and Omissions and/or Wrongful Acts.

**B. Auxiliary/Foundation Organizations**

The coverage provided by this Memorandum to Auxiliary/Foundation Organizations shall only apply with respect to operations within the scope and purpose of the Auxiliary/Foundation Organization's charter or bylaws and those formed in accordance with Education Code {51520-51521} and/or Education Code {72670-72682} and Code of Regulations, Title 5 {59255-59272}.

**C. Covered Individuals**

The coverage afforded by this Memorandum to Covered Individuals shall only apply with respect to activities performed by such individuals within the scope of their duties or approval on behalf of or as part of the curriculum of the Covered Agency.

**D. Additional Covered Parties**

1. The coverage afforded by this Memorandum to Additional Covered Parties shall be no broader and for no higher limit of liability than that which is required by the contract between a Covered Agency and the Additional Covered Party.
2. The coverage provided by this Memorandum to Additional Covered Parties shall only apply with respect to operations performed by or on behalf of the Covered Agency or facilities owned or used by the Covered Agency.

**E. Breach of Contract**

All Breach of Contract claims arising out of the same contract, incident, event or construction project, regardless of the number of claims or lawsuits filed, shall be

considered as one loss and subject to one Member Retained Limit and one Limit of Coverage per Member as set forth in the Declarations.

**F. Uninsured/Underinsured Motor Vehicle Coverage Limits and Reductions**

1. The amount payable to a Covered Individual under the Uninsured/Underinsured Motor Vehicle coverage shall be subject to a combined single limit per Loss Occurrence equal to the amount set forth in the Declarations minus the sum of the following:
  - a) all amounts paid or payable by a Covered Agency as part of its Member Retained Limit set forth in the Declarations for the Uninsured/Underinsured Motor Vehicle coverage; and
  - b) all amounts paid or payable under workers' compensation law; and
  - c) all amounts paid or payable as employment disability benefits; and
  - d) all amounts paid or payable pursuant to any other liability coverage provisions in this Memorandum; and
  - e) all amounts paid or payable on behalf of the owner or operator of any involved Uninsured/Underinsured Motor Vehicle; and
  - f) all amounts paid or payable as benefits under any uninsured or underinsured motorist insurance coverage; and
  - g) all amounts paid or payable as medical payments by any insurance coverage; and
  - h) all amounts paid associated with adjustment, arbitration and resolution of the Uninsured/Underinsured Motor Vehicle claim hereunder; and
  - i) any amounts attributable to the negligence of the Covered Individual.
2. As conditions precedent for Uninsured/Underinsured Motor Vehicle coverage to apply:
  - a) the accident involving an Uninsured/Underinsured Motor Vehicle must involve direct physical contact with the Motor Vehicle occupied by the Covered Individual; and
  - b) the Covered Individual has reported the accident to the local law enforcement agency within 24 hours of the accident; and
  - c) the Covered Individual has promptly filed with the Authority a statement under oath certifying the facts of the accident with the Uninsured/Underinsured Motor Vehicle.
3. No Uninsured/Underinsured Motor Vehicle coverage is provided if:

- a) the Covered Individual is a student of a Covered Agency while going to or coming from providing services to third parties; or
- b) the Uninsured/Underinsured Motor Vehicle is owned or operated by an individual residing in the same household as the Covered Individual; or
- c) the Uninsured/Underinsured Motor Vehicle is owned by the United States of America, Canada, a state or political subdivision of any of those governments or an agency of any of the foregoing; or
- d) the accident with the Uninsured/Underinsured Motor Vehicle did not occur on a public road or road owned by the Covered Agency.

**G. Limitations on Coverage B - Property Coverage**

1. The coverage provided by Coverage B – Property shall only cover:
  - a) Real Property that has been reported to the Authority or Personal Property; and
  - b) for which contribution has been paid; and
  - c) that is legally owned by the Covered Agency or for which a Covered Agency has accepted responsibility.
2. The sums incurred or payable to repair or replace Real Property or Personal Property shall be limited by the following:
  - a) The Authority will not pay more than the amount determined by the Valuations section below.
  - b) The replacement cost per Plant shall not exceed \$1,000 and an aggregate of \$50,000 per Loss Occurrence.
  - c) The Authority will not pay for the repair or replacement of grass.
  - d) The replacement cost per Fine Art items shall not exceed \$1,000 and an aggregate of \$50,000 per Loss Occurrence.
  - e) Personal property located on vacant real property with the required safeguards in place will be valued at the lesser of Actual Cash Value or cost to repair.

## H. Vacant Real Property

1. Coverage is provided for Vacant Real Property at which the Covered Agency has not conducted its normal activities for a period of 180 consecutive days, so long as the following "Vacancy Protective Safeguards" are maintained:
  - a) the Covered Agency must notify the Authority of such locations within 180 consecutive days of vacancy;
  - b) external and internal inspections of the Vacant Real Property are conducted on a monthly basis;
  - c) heating is maintained to keep pipes from freezing;
  - d) water supply has been turned off, if feasible;
  - e) existing sprinkler, fire protection and heat or smoke detection systems are maintained in service, if feasible;
  - f) existing intrusion detection systems are maintained in service;
  - g) perimeter doors and accessible perimeter windows are secured;
  - h) existing exterior and interior motion or timed lighting is maintained;
  - i) any debris or hazardous materials, including unnecessary combustibles, pollutants or chemicals are removed; and
  - j) unnecessary electrical equipment is turned off.
2. If the site location where loss or damage occurs has been Vacant for more than 180 consecutive days before that loss occurs and the Covered Agency warrants that the Vacancy Protective Safeguards are being maintained, the Authority will value the loss or damage to property at the location at the lesser of Actual Cash Value, the cost to repair, or the sale value of the property less the value of the land.
3. If the Vacancy Protective Safeguards have not been maintained, the Authority will value the loss or damage at the location at 90% of the lesser of Actual Cash Value, the cost to repair, or the sale value of the property less the value of the land for Property Damage.

## I. Builder's Risk for Covered Projects

1. The coverage for a Covered Project shall apply to and be limited to the payment of Property Damage to materials, supplies, machinery, fixtures, equipment (not including construction equipment), and similar property that has become or is intended to become a permanent part of the building(s) or structure(s) while at the project site, in transit to the project site or at a temporary location. Property that is covered by a Covered Project shall not be treated as Personal Property covered by this Memorandum.

2. The coverage provided by this Memorandum for Covered Projects shall be subject to the following conditions and limitations:
  - a) The coverage shall only apply to the Covered Agency and those Additional Covered Parties identified on the endorsement for the Covered Project.
  - b) Covered Projects with a total cost in excess of \$250,000 must be reported to the Authority at least 30 days prior to commencement of construction and such project must be endorsed to this Memorandum pursuant to an endorsement and the payment of the additional contribution based upon the total project cost.
  - c) The Covered Agency shall maintain, as a condition to coverage, the following "Construction Protective Safeguards" at the project site of the Covered Project:
    - i) The site will be enclosed within a six-foot cyclone fence or otherwise secured against access.
    - ii) Site will be fully lighted.
    - iii) Gates or structures will be closed and securely locked during all non-construction hours, including but not limited to nights, weekends and holidays.
    - iv) A working fire hydrant must be within 1,000 feet of any building(s) under construction.
  
3. The amount payable by the Authority as a result of a Loss Occurrence at a Covered Project shall be subject to the limits for Property Damage along with the following additional sublimits and maximum amount of payment:
  - a) Temporary offsite storage: \$500,000 per Loss Occurrence
  - b) Architects and engineering fees: \$250,000 per Loss Occurrence, but not to exceed 15% of the Covered Project cost
  - c) Plans, blueprints and drawings: \$250,000 per Loss Occurrence
  - d) Valuable Papers: \$250,000 per Loss Occurrence
  - e) Plants: \$50,000 per Loss Occurrence
  - f) Debris removal: 25% of loss up to a maximum \$250,000 per Loss Occurrence
  - g) Pollutant cleanup and removal: \$25,000 per Loss Occurrence and Covered Project aggregate

- h) Preservation of property: \$100,000 per Loss Occurrence and Covered Project aggregate
- i) Extra Expense: \$250,000 per Loss Occurrence

J. **Equipment Breakdown Coverage**

1. The additional optional coverage provided by the Authority for Equipment Breakdown, if selected, is subject to the following additional terms, limitations, restrictions, exclusions and limits:

- a) The limit of coverage in excess of the Member Retained Limit is \$25,000 for any one Equipment Breakdown caused by or resulting from freezing caused by cold weather.
- b) The limit of coverage in excess of the Member Retained Limit, is \$25,000 for excavation made necessary by any one Equipment Breakdown.
- c) The limit of coverage for any one Equipment Breakdown, in excess of the Member Retained Limit, includes the Covered Party's Loss of Revenue and Extra Expense, if shown as covered, that results from an Interruption of Service.
- d) The limit of coverage for any one Equipment Breakdown, in excess of the Member Retained Limit, includes the Covered Party's Expediting Expenses.
- e) The Hazardous Substances limit of coverage for any one Equipment Breakdown, in excess of the Member Retained Limit, is \$250,000.
- f) The limit of coverage for any one Equipment Breakdown, in excess of the Member Retained Limit, includes physical damage to Perishable Goods due to:
  - i) Spoilage that results from an Equipment Breakdown;
  - ii) Spoilage that results from an Interruption of Service; and
  - iii) Contamination from the release of refrigerant, including but not limited to ammonia.
  - iv) Coverage is provided for any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
- g) Newly Acquired Locations

- i) All coverages applicable to any scheduled location under this Equipment Breakdown Coverage are extended to a newly acquired location that the Covered Party has purchased or leased during the Memorandum of Coverage Period.
  - ii) This coverage begins at the time the Covered Party acquires the property. As respects newly constructed properties, the Authority will only consider them to be acquired by the Covered Party when the Covered Party has fully accepted the completed project.
  - iii) This coverage ends when any of the following first occurs:
    - (1) This Memorandum of Coverage expires; or
    - (2) The location is incorporated into the regular coverage or another Equipment Breakdown Memorandum of Coverage the Covered Party has.
  - iv) If limits vary by location, the highest limits will apply to newly acquired locations. However, the most the Authority will pay for loss, damage or expense arising from any one Equipment Breakdown, in excess of the Member Retained Limit, is \$5,000,000.
  - v) The Authority will charge additional premium for newly acquired locations from the date the Covered Party acquires the property.
- h) The Equipment Breakdown Reinsurer shall have the right to inspect all Covered Equipment and shall perform jurisdictional inspections required by state or municipality boiler and pressure vessel regulations on said risks. Conditions are not warranted to be safe or healthful. If any inspection discloses Covered Equipment which is found to be in, or exposed to, a dangerous condition, the inspector may suspend coverage for such Covered Equipment. This can be done by mailing or delivering a written notice of suspension to:
- i. The Member's last known address; or
  - ii. The address where the Covered Equipment is located.

Once suspended in this way, the Member's coverage can be reinstated only by an endorsement for that Covered Equipment. If the Equipment Breakdown Reinsurer suspends the Member's coverage, the Member will get a pro rata refund of premium for that Covered Equipment for the period of suspension. But the suspension will be effective even if the Equipment Breakdown Reinsurer has not yet made or offered a refund.

- i) Certain types of equipment will require referral to the Equipment Breakdown Reinsurer pursuant to the Equipment Breakdown Reinsurer's Equipment Breakdown Guidelines for quotation or denial of coverage.

## K. Valuations

The following valuations of property are established for the application of all provisions of this Memorandum:

1. Books of account, drawings and other records, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage Media for electronic data processing not to exceed the cost of blank books, blank cards, unexposed or blank film, tape, wire or other materials or recording media, including the cost of research and other expense necessarily incurred by the Covered Agency to reproduce, replace or restore such records and papers.
2. Electronic Data Processing Equipment:
  - a) Payment by the Authority for or on account of Electronic Data Processing Equipment shall be the lesser of:
    - i) the cost to repair the damaged property;
    - ii) the cost to replace the damaged property with comparable replacement property; or
    - iii) the amount the Covered Agency actually spends that is necessary to repair or replace the damaged property.
  - b) However, the Authority will not pay for:
    - i) property that is obsolete or useless to the Covered Agency; or
    - ii) any extra cost if the Covered Agency decides to repair or replace the damaged property with property of a better kind or quality or of a larger capacity.
3. Fine Arts, subject to the sublimits set forth in the Declarations.
4. Tenant improvements and betterments at Actual Cash Value.
5. Motor Vehicles and Mobile Equipment at Fair Market Value.
6. Composite and synthetic surfaces:
  - a) The Authority will pay the amount to repair or replace only that portion of the surface that is damaged; or

- b) If the Covered Agency elects not to repair or replace the damaged part of the surface, the Authority will pay Actual Cash Value of the surface that is damaged.

7. All other property at Replacement Cost.

With respect to any damaged or destroyed property to be valued at Replacement Cost, the Covered Agency must notify the Authority in writing within 180 days of the Loss Occurrence if the Covered Agency intends to repair and/or replace such property. If the Authority does not receive such notice of intent to repair and/or replace, the Authority will pay Actual Cash Value.

- 8. In all circumstances, it shall be the Authority's sole option whether to (i) repair, (ii) replace or (iii) pay the value of the property subject to a Loss Occurrence.
- 9. In the event the Authority pays for new property or provides replacement property for any damaged property, then the damaged property shall become the Authority's property.
- 10. Builder's Risk for Covered Projects:
  - a) The Authority will pay the actual cost of repairing, replacing or rebuilding the Covered Project, whichever is less, with materials of comparable type and quality. The actual cost can include labor, reasonable profit and overhead, provided that these costs are included in the Builder's Risk endorsement. In the event of a Loss Occurrence the value of the property will be determined as of the time of the loss.
  - b) Property in Transit at invoice cost plus shipping charges.

L. Additional Coverages

- 1. Crime Coverage – The Authority offers optional coverage for criminal conduct that is excluded from coverage under this Memorandum. The additional coverage is offered pursuant to and is subject to all of the terms and conditions of the separate insurance policies for such coverage and the Authority is not responsible for such coverage.
- 2. Information/Cyber Security and Privacy Coverage - The Authority offers Information Security and Privacy coverage for Data Breach Mitigation and third party claims. Data Breach Mitigation is excluded from coverage under this Memorandum. The additional coverage is offered pursuant to and is subject to all of the terms and conditions of the separate insurance policy for such coverage and the Authority is not responsible for such coverage until such time that the third-party limits are exhausted.

M. **Member Retained Limit**

1. The Member Retained Limit per Loss Occurrence shall:
  - a) be based upon the same rules of coverage and limitations as provided by this Memorandum;
  - b) include amounts paid by or on behalf of a Member or its Covered Agency to a third party as a result of such Loss Occurrence; and
  - c) exclude third party claims administration costs.
2. The Limit for each Property or Liability Loss Occurrence shall include the Member Retained Limit. The sublimits set forth in the Declarations and this Memorandum shall be exclusive of the Member Retained Limit and will only be paid after the payment of the applicable Member Retained Limit.
3. In the case of the additional coverage for Crime Coverage, the Member Retained Limit shall equal the deductible under the related insurance policies.
4. In the case of the additional coverage for Information/Cyber Security, the Member Retained Limit shall equal the retention under the related insurance policy.
5. The Limit of Coverage per Member set forth in the Declarations includes the Member Retained Limit paid by the Member.

**ARTICLE IV –**  
**EXCLUSIONS**

A. Under Coverage A - Liability, this Memorandum of Coverage excludes:

1. any Liability Damages or Loss Adjustment Expenses related to Employee Benefit Programs, Breach of Contract, Injunctive/Non-Monetary Relief, Special Education Program Rights, and Wage Claim/Loss Adjustment Expense only; except to the extent provided by the sublimits in the Declarations.
2. any Liability Damages or Loss Adjustment Expenses related to Asbestos Claims, except to the extent provided for in the Declarations.
3. Employee wages and benefits, past or future, whether described as back pay, front pay, wage loss, wage premiums, future earnings, loss of income, severance pay, overtime, retirement contribution, or otherwise, and related restitutionary relief, nominal damages or a claimant's attorney's fee and costs; however, claims alleging Wage Claim/Loss Adjustment Expense Only as a result of a Loss Occurrence will receive Loss Adjustment Expense funding pursuant to Coverage A – Liability; Paragraph 2.e.
4. Bodily Injury sustained by any Employee arising out of and in the course of such Employee's employment by the Covered Agency, or to the spouse, child, parent,

brother or sister of an Employee as a consequence thereof or to any obligation to share or contribute to Liability Damages with (or to repay) someone else because of such Bodily Injury. As respects this paragraph, Bodily Injury does not include mental anguish or emotional distress.

5. any obligation for which a Covered Party may be held liable under any workers' compensation, unemployment insurance, social security or disability benefits law or under any similar law, plan or agreement.
6. In-flight operations of Aircraft with the exception of Unmanned Aerial Systems (UAS) when operated within the curriculum or authorized district operations, and consistent with applicable FAA guidelines. This exclusion includes any loss, liability or obligation arising out of in-flight transportation by emergency civil personnel, U.S. Military, or common carrier. This exclusion does not apply to Aircraft used for instructional purposes while located on property the Covered Agency owns, leases, rents or occupies.
7. the ownership, maintenance, operation, use, loading or unloading of:
  - a) any Watercraft owned or operated by or rented or loaned to any Covered Party, or operated by any person. This exclusion shall not apply to manually powered Watercraft, sailboats under 25 feet in length, powerboats of less than 25 horsepower, charter operators or common carriers, Watercraft owned or operated by the United States Military, houseboats, or Watercraft used by the Covered Agency within its curriculum and specifically endorsed to this Memorandum, or
  - b) any Motor Vehicle or Watercraft, licensed or unlicensed, while participating in any speed contest or off-road recreational activity. This exclusion shall not apply to fire and/or police driving programs.
8. the ownership, maintenance, supervision, use or misuse of any trampoline, except for small rebound devices such as those known as "mini-tramps", "springers" or "gym tramps".
9. the portion of any loss, claim or suit that represents a multiple of compensatory awards, any civil fines, penalties, or punitive/exemplary damages.
10. restitutionary relief or disgorgement based upon or attributable to a Covered Party gaining any profit, advantage or remuneration to which a Covered Party is not entitled.
11. any loss, cost, civil fine or penalty, or expense against or incurred by any Covered Party arising from any complaint investigation, enforcement action, regulatory or administrative proceeding by any federal, state, local or other governmental regulatory agency.

12. loss, claim or suit:
  - a) for refund of taxes, fees or assessments or failure to collect and/or to assess taxes, fees or assessments;
  - b) arising out of estimates of probable costs or cost estimates being exceeded or faulty preparation of bid specifications or plans, including architectural plans; or
  - c) based upon or alleging failure to procure adequate types or amounts of insurance or bonds.
13. the Liability of a Charter School chartered by a Covered Agency unless such Charter School has been endorsed onto this Memorandum; this exclusion does not apply to liability of a Covered Agency as a result of its chartering or oversight of a Charter School.
14. the actual or alleged use, misuse or loss of funds, grants or appropriations, or for the return of such funds, grants or appropriations for any reason; however, the Authority will pay Loss Adjustment Expenses for any action brought against the Covered Agency seeking resulting Liability Damages.
15. the use, sale or distribution of any Explosives, Fireworks or Pyrotechnic Devices, but this exclusion shall not apply to a covered Loss Occurrence arising out of, or resulting from the use of Explosives, Fireworks or Pyrotechnic Devices during the regular curriculum, or for special occasions approved and authorized by the Covered Agency subject to the Covered Agency taking all prudent risk management precautions and with the responsible Covered Agency's Board approval.
16. any Rodeo activities, except this exclusion shall not apply to activities conducted within the curriculum of the Covered Agency. In no event will coverage be extended to any Rodeo competitions.
17. the failure of performance of contract by any insurer or bond issuer.
18. the failure of any investment program, individual securities or savings program to perform as represented.
19. advice given by a Covered Party in connection with participation or non-participation in securities or savings programs.
20. the return of compensation paid to a Covered Party if a court determines that the payment was illegal.
21. any time element, indirect or consequential loss, claim, or suit of any nature resulting from the ownership, maintenance, use or design of any power and/or energy generation or co-generation facility, whether actively or inactively engaged in the generation of energy and/power. This exclusion does not apply to solar energy panels.

22. Under Coverage A.2.c) - Injunctive/Non-Monetary Claims:
  - a) any Liability Damages or Property Damage; and/or
  - b) any legal fees or costs awarded to the complaining party or paid as part of a settlement; and/or
  - c) any other fees, costs or expenses payable by a Covered Party or Covered Individual other than Loss Adjustment Expenses.
23. Loss Adjustment Expenses not associated with a covered Loss Occurrence for Liability Damages, except as respects the categories of sub-limited Loss Adjustment Expense funding available under Paragraph 2 of Coverage A – Liability.
24. Claims for Bodily Injury under the coverage provided for Errors and Omissions.
25. Bodily Injury arising out of acts of Sexual Abuse/Molestation committed outside this Coverage Period.

B. Under Coverage B - Property, this Memorandum of Coverage does not apply to and no coverage is provided for any Loss Occurrence resulting from or related to any of the following:

1. earth movement by whatever cause, including but not limited to landslide, mud flow, earth sinking, earth rising or shifting; but this exclusion shall not apply to loss from fire or Sprinkler Leakage where the efficient proximate cause of loss is earthquake.
2. flood, waves, tidal water or tidal waves, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not; however:
  - a) if electrical Covered Equipment requires drying out because of the above, the direct expenses of such drying out will be covered; and
  - b) this exclusion shall not apply to loss caused by sudden and accidental discharge from a water supply line, Automated Sprinkler Systems, sewers or drains.
3. loss resulting from any unexplained, mysterious disappearance, or shortage in Real or Personal Property disclosed upon taking inventory, or by pilferage, appropriation, or concealment due to a fraudulent, dishonest or criminal act of a Covered Party.
4. loss caused by wear and tear, marring or scratching; deterioration, inherent vice, latent defect; rust, mold (wet or dry), contamination, dampness or dryness of atmosphere, changes in or extremes of temperatures; seepage or leakage of water or steam not sudden and accidental; smog, smoke from agricultural smudging or industrial operations; or birds, vermin, rodents, insects or animals.

If loss by water not otherwise excluded ensues, this Memorandum of Coverage shall cover the sums to effect repairs to the Property Damaged, excluding the system or appliance from which the water escaped.

5. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires. But if artificially generated electrical current results in fire, the Authority will pay for the loss or damage caused by fire.

This exclusion does not apply to the extent that Equipment Breakdown Coverage is provided.

6. explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by the Covered Party or operated under the Covered Party's control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, the Authority will pay for the loss or damage caused by that fire or combustion explosion. The Authority will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

This exclusion does not apply to the extent that Equipment Breakdown Coverage is provided.

7. mechanical breakdown, including rupture or bursting caused by centrifugal force.

This exclusion does not apply to the extent that Equipment Breakdown Coverage is provided.

8. rain, snow or sleet damage to Personal Property in the open.

9. actual work upon, installation or testing of Covered Property, unless loss by fire not otherwise excluded ensues, and then this Memorandum of Coverage shall cover only such ensuing loss.

10. programming errors, which includes the inability of a program to function properly beyond a particular calendar date.

11. damages caused by or resulting from a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment.

12. the seizure or destruction of property by order of governmental authority. But the Authority will pay for damage or destruction of Covered Property ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Memorandum of Coverage.

13. any settling, cracking, shrinkage, bulging, or expansion of pavements, hardscapes, curbing, buildings, foundations, patios, walkways, driveways, wall, floors, roofs or ceilings.

14. regarding Equipment Breakdown Coverage if provided:
  - a) loss, damage or expense caused directly or indirectly by the following, whether or not caused by or resulting from an Equipment Breakdown: Any fungus, wet rot, dry rot or bacteria, including any presence, growth, proliferation, spread or any activity of fungus, wet rot, dry rot or bacteria. This includes, but is not limited to, costs arising from clean up, removal, or abatement of such fungus, wet rot, dry rot or bacteria. However, this exclusion does not apply to spoilage of Personal Property that is Perishable Goods.
  - b) loss or damage to animals, land, water, trees, growing crops or lawns.
15. Neglect, meaning neglect of the Covered Party to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered by a covered peril.

C. Under Coverage B - Property, this Memorandum of Coverage does not apply to and no coverage is provided for the following types of Real Property or Personal Property:

1. accounts, bills, deeds, evidences of debt, money, notes, securities, bullion, stamps, letters of credit, passports, tickets, manuscripts; contraband or property in the course of illegal transportation or trade.
2. walks, roadways or paved surfaces, curbs, piers, bulkheads, wharves or docks, beach or diving platforms, retaining walls not constituting a part of the building; this exclusion does not apply to permanently installed composite or synthetic surfaces used in the Covered Agency's operations.
3. fur, fur garments, jewelry and watches, watch movements, jewels, pearls, precious and semi-precious stones, gold, silver, platinum and other precious metals or alloys.
4. land, land value, cost of grading, excavations or fillings, engineer's fees, water, underground flues, underground foundations, pipes, pipelines, tanks or drains; except as respects Builder's Risk coverage.
5. property while waterborne outside of United States territorial waters.
6. property shipped by mail from the time it passes into the custody of the United States Postal Service or any other common carrier.
7. Electronic Data Processing Equipment or Media caused by electrical surge, or lightning unless at the time of loss there is an Approved Surge Suppression Device installed between said Electronic Data Processing Equipment and any electrical or telecommunications lines.

8. those portions of structures or property under construction, renovation, modernization, repair, reconstruction or installation, except for the coverage provided for Covered Projects.
- D. This Memorandum of Coverage does not apply to and no coverage is provided under Coverage A – Liability or Coverage B – Property for any Loss Occurrence related to or resulting from any of the following:
1. fraudulent conduct; knowing and intentional breach of duty; or willful acts, which are expected or intended to cause damage to property or injury to another.
  2. Real Property that has not been reported to the Authority.
  3. a Loss Occurrence where (and to the extent) the Authority's (a) rights to subrogation have been limited or waived by a Covered Party at any time, unless approval is received from the Authority or its Manager (b) other rights of recovery against third parties have been limited by the actions or agreements made by a Covered Party after such Loss Occurrence.
  4. claims brought by the members, owners, partners or joint ventures of a government agency (including Members) related to the formation, governance, or operation of such agency.
  5. any voluntary parting with title or possession of any property by the Covered Party or others to whom the property may be entrusted if induced to do so by any fraudulent scheme, trick, device or false pretense.
  6. intentional violation of a penal statute or ordinance committed by or with the knowledge or consent of any Covered Party.
  7. faulty, inadequate or defective:
    - a) planning, zoning, development, surveying, siting, or
    - b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction, or
    - c) materials, whether installed or not, used in repair, construction, renovation or remodeling;on or off the Covered Party's premise, except for construction projects within the Covered Agency's curriculum.
  8. actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants into or upon land, air, or water, whether indoor or outdoor. This exclusion also applies to any liability or proceedings arising out of any governmental or quasi-governmental or any other person or organizations directions or request that the Covered Party test for, monitor, clean up, remove, contain, treat,

detoxify or neutralize or in any way respond to or assess the effects of Pollutants. This exclusion shall not apply:

- a) if the discharge, disbursement, seepage, migration, release or escape of Pollutants is both sudden and accidental, or
  - b) to injury, damage, or any other liability caused by heat, smoke or fumes from a Hostile Fire.
9. losses arising from an Act of Terrorism as defined under the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Extension Act of 2005 and as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 and any amendments thereto ("TRIA"), including Acts of Terrorism resulting directly or indirectly from:
- i. the intentional use, release or escape of nuclear materials that directly results in nuclear reaction or nuclear radiation or radioactive contamination at a level sufficient to cause harm to human life, property, or infrastructure; or
  - ii. the intentional dispersal or application of pathogenic biological materials or poisonous chemical materials in a quantity sufficient to cause harm to human life, property, or infrastructure; or
  - iii. the release of pathogenic biological materials or poisonous chemical materials in a quantity sufficient to cause harm to human life, property, or infrastructure, where one purpose of the Act of Terrorism was the intentional release of such materials.

All other forms of "Terrorism" shall be covered herein.

In the event of any change to (including expiration of) TRIA, the definition of "Act of Terrorism" hereunder shall continue to be applied as if no such change had occurred. In the event of the expiration of TRIA, an Act of Terrorism that otherwise meets the definition within Section 102 of TRIA will be deemed certified for purposes of this Memorandum, if adjudged to have been an act of terrorism by the appropriate federal or national law enforcement authority where the act occurred.

10. any guarantee, warranty, or other expressed or implied obligation of any manufacturer or supplier. This exclusion applies whether or not such contractor, manufacturer or supplier is a Covered Party.

**ARTICLE V -**  
**GENERAL CONDITIONS**

This Memorandum of Coverage is subject to the following conditions.

**A. Duties in the Event of a Loss Occurrence**

In the event a Covered Party does not comply with these conditions, which causes prejudice to the Authority, the Authority may at its sole discretion deny or limit coverage or any payment otherwise due under this Memorandum.

1. As soon as a Covered Party becomes aware of a Claim or incident that results in or may result in a Loss Occurrence (including those under Coverage A – Liability, Paragraph 2) under this Memorandum, the Covered Party must notify the Authority in writing as soon as possible, but not later than 30 days after the discovery, provided, however, that the following shall be immediately reported to the Authority:
  - a) Loss Occurrences where the costs incurred and reserves established exceed 50% of the Member Retained Limit
  - b) Fatality
  - c) Errors and omissions
  - d) Discrimination
  - e) Spinal cord injury
  - f) Loss of limb
  - g) Serious head injury
  - h) Serious burns
  - i) Disfiguring or permanent injury
  - j) Multiple fractures
  - k) Employment litigation
  - l) Molestation/sexual assault/abuse
  - m) Loss of any senses, e.g. sight, hearing
  - n) Injunctive/Non-Monetary Claim
  - o) Breach of Contract
  - p) Civil rights violation
  
2. The written notice shall contain particulars sufficient to identify the Covered Party; reasonably obtainable information respecting the time, place, and circumstances of the Loss Occurrence; and where applicable, the names and addresses of the injured, and the names of any witnesses, unless the injured person has requested anonymity pursuant to applicable state or federal statutes or regulations.

3. In the event of any unintentional delay or omission in reporting hereunder, the Authority may at its sole discretion (but shall not be required to) extend the time for reporting, provided, however, that the Covered Party shall be responsible for any prejudice caused to the Authority.
4. If a Claim is made against a Covered Party, the Covered Party shall immediately forward to the Authority every demand, notice, summons or other process received by the Covered Party or its representative.
5. the Covered Party shall cooperate fully in the investigation and defense of any Claim brought against the Covered Party. This includes refraining from any acts that undermine in any way the effective defense of the Claim by the Authority, whether it be through public or private remarks, interviews with the media, or the release of any confidential material.
6. In connection with a Loss Occurrence, the Covered Party must:
  - a) Submit to examination under oath at the Authority's request and give the Authority a signed statement of the Covered Party's answers.
  - b) Provide the Authority, or its designated agents, on a timely basis (but not longer than 120 days) with all available information reasonably requested in connection with a Loss Occurrence, including a detailed statement of the loss.
  - c) With respect to any forgery loss, include with its statement of the loss any instrument involved in that forgery loss, or, if not possible, an affidavit setting forth the amount and cause of loss.
7. The Covered Party shall perform the following:
  - a) notify the appropriate law enforcement authorities if a law may have been broken unless a victim, pursuant to applicable state or federal statutes or regulations, has required anonymity and that law enforcement not be contacted;
  - b) take all reasonable steps to protect the Covered Property from further damage, and keep a record of all expenses necessary to protect the Covered Property, for consideration in the settlement of the Loss Occurrence;
  - c) if feasible, set any damaged property aside and in the best possible order for examination;
  - d) as often as may be reasonably required, permit the Authority to inspect the property proving the loss or damage;
  - e) examine and copy relevant books and records; and

- f) permit the Authority to take samples of damaged and undamaged property for inspection, testing and analysis.

**B. The Authority's Option to Defend, Control, and Settle Claims**

1. The Authority shall have the option to:
  - a) associate with any Covered Party in the defense of any Claim covered by this Memorandum;
  - b) select and appoint counsel to defend the Covered Party in any Claim covered by this Memorandum;
  - c) control, defend and settle any Claim covered by this Memorandum;
  - d) if the Liability Damages or Property Damage for any Claim appear likely to exceed the Member Retained Limit, require the Member to tender the remaining Member Retained Limit to the Authority and allow the Authority to control, defend and settle such Claim, provided that the Authority shall not settle a Claim within the Member Retained Limit without the approval of the Member, which shall not be unreasonably withheld; and/or
  - e) control, defend and settle any covered Injunctive/Non-Monetary Claim.
2. No Loss Adjustment Expenses or other payment obligation shall be incurred on behalf of the Authority without its prior consent.
3. A Covered Party shall not, except at such Covered Party's own cost, voluntarily make any payment, assume any obligation, make any settlement, or incur any expense other than for such immediate relief as shall be reasonable and necessary at the time of the Claim or Loss Occurrence.
4. A Covered Party shall cooperate with the Authority and, upon the Authority's request, shall assist in making settlements, in the conduct of suits, and in enforcing any right of contribution or indemnity against any person or organization which may be liable to such Covered Party because of a Claim or Loss Occurrence, and such Covered Party shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

**C. Conditional Loss Adjustment Expense Funding for Non-Covered Conduct**

In the event of a Claim that is based upon alleged conduct that is excluded from coverage under this Memorandum, the Authority may pay Loss Adjustment Expense for such Covered Party until such conduct, on the part of the Covered Party, is established in fact pursuant to a civil or criminal trial or administrative proceeding to be an exclusion under the Memorandum of Coverage.

**D. Concealment, Misrepresentation or Fraud**

This Memorandum of Coverage is void in any case of fraud by the Covered Party as it relates to this Memorandum of Coverage at any time. It is also void if the Covered Party, at any time, intentionally conceals or misrepresents a material fact concerning:

1. this Memorandum of Coverage;
2. the Covered Property;
3. the Covered Party's interest in the Covered Property; or
4. a claim for coverage under this Memorandum of Coverage.

**E. Inspection**

The Authority shall be permitted but not obligated to inspect the Covered Party's property and operations at any time. Neither the Authority's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Covered Party or others to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation.

**F. Dispute Resolution**

1. Any question or dispute concerning the coverage provided by the terms of this Memorandum shall first be resolved by an appeal to the Claims and Coverage Committee and then the Authority's full Board or Executive Committee. In the event this does not produce an acceptable resolution, any claim related to (a) Uninsured/Underinsured Motor Vehicle coverage or (b) a dispute between the Authority and a Member or Covered Agency, shall be resolved exclusively through final and binding arbitration as set forth below. Any other dispute regarding this Memorandum shall be resolved through litigation in the courts located within the county of the official address for the Authority.
2. Arbitration shall be before a single arbitrator at a location selected by the Authority within the county of the official address for the Authority or at such location as the parties to the arbitration may mutually select. The arbitrator shall be an attorney, retired judge or professional with significant experience in the matters relating to the operation of pooled self-insured entities. If the parties cannot agree on the selection of the arbitrator, the Authority shall petition the court for the appointment of a neutral arbitrator. The arbitrator shall apply the California Arbitration Act and

California substantive law, and shall accompany the award with a reasoned opinion. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The prevailing party shall be entitled to an award of reasonable attorneys' fees, costs and expenses. The award will be final and binding and without right to appeal except as provided for in Code of Civil Procedure Sections 1286.2 and 1286.6. A judgment of any court having jurisdiction may be entered upon the award.

3. Either party to the arbitration may (a) apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved, or (b) without waiving any remedy under this Memorandum, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal or its determination of the merits of the controversy.

In the event that any provision of this Memorandum requirement is held to be void, voidable or unenforceable, the remaining portions shall remain in full force and effect.

**G. No Benefit to Bailee**

No person or organization, other than a Covered Party, having custody of Covered Property or liability for Covered Property by stipulation in a bill of lading or other contract will benefit from the coverage provided by this Memorandum.

**H. Other Coverage**

The coverage afforded by this Memorandum of Coverage is excess to any other for which coverage is available to the Covered Party under any insurance contract or self-insurance and such coverage as is afforded under this Memorandum of Coverage shall not apply until all such contracts of insurance or self-insurance are exhausted.

**I. Excess Coverage**

Permission is hereby granted to procure coverage in excess of the limits stated in the Declarations. Such excess coverage shall not be considered "Other Coverage" for the purpose of the Other Coverage clause.

**J. Protective Safeguard**

It is a condition of this Memorandum that the Covered Party shall maintain so far as possible within the Covered Party's control such protective safeguards as were in effect at the inception of this Memorandum.

#### K. Reporting of Additional Property

1. It shall be each Member's obligation to report all Real Property to the Authority. If a Covered Agency acquires an interest in Real Property during the Coverage Period, such Real Property will be covered by this Memorandum if such Real Property is reported to the Authority within 120 days of acquisition. Approval for occupancy must have been received in order to add a newly constructed Building or Structure to Real Property.
2. In the event a Member inadvertently omits an interest in Real Property from its annual statement of covered Real Property, the Authority may at its sole discretion (but shall not be required to) permit such Member to add such omitted Real Property to coverage under this Memorandum provided that (a) the Member promptly reports the Real Property to the Authority upon discovery of the omission, (b) the Member shall pay additional contribution as determined by the Authority, and (c) the Member shall be responsible for any prejudice caused to the Authority as a result of such omission.

#### L. Signatures

The Authority will treat mechanically reproduced, electronic and facsimile signatures the same as handwritten signatures.

#### M. Subrogation

1. In the event of any payment under this Memorandum, the Authority shall be subrogated to all the rights of recovery against any person or organization responsible for such Loss Occurrence and the Covered Party shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Covered Party shall do nothing to prejudice such rights.
2. Recoveries will apply in the following order:
  - a) First, to reimburse any interests that have paid any amount in excess of the Authority's liability, for a covered Loss Occurrence, under the Memorandum of Coverage.
  - b) Then, to reimburse the Authority, for all amounts paid under the Memorandum of Coverage for a covered Loss Occurrence.
  - c) Finally, to reimburse all other interests, including those of the Covered Party with respect to the remaining amounts, if any.

#### N. US Office of Foreign Assets Control (OFAC)

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorists organizations; and
- Narcotics traffickers;

As "Specialty Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that any insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

## ARTICLE VI – DEFINITIONS

**Actual Cash Value** means the purchase price or Fair Market Value of an item at the time of its acquisition, minus depreciation over the expected useful life of such property.

**Additional Covered Party** means any person or other legal entity to whom or to which the Covered Agency is obligated by a written contract to provide coverage such as is afforded by this Memorandum and that is endorsed to this Memorandum.

**Administration** means the following acts authorized by the Covered Agency:

1. giving counsel to Employees with respect to the Employee Benefit Programs;
2. interpreting the Employee Benefit Programs;
3. handling of records and processing of claims in connection with the Employee Benefit Programs; and
4. effecting enrollment, termination or cancellation of employees under the Employee Benefit Programs.

**Aircraft** means a vehicle designed to operate principally in the air.

**Approved Surge Suppression Device** means a surge suppression device that is Underwriters Laboratory (UL) listed and that bears any of the following words or abbreviations:

1. Transient Voltage Surge Suppressor or TVSS,
2. Uninterruptible Power Supply or UPS, or

3. secondary protector for communications circuits.

**Asbestos Claim** means a Claim arising, directly or indirectly, out of exposure to asbestos or products containing asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such liability.

**Authority** means Northern California Regional Liability Excess Fund, a joint powers authority formed by its Members for the purpose of providing property and liability programs.

**Automatic Sprinkler System** means:

1. Any automatic fire protective or extinguishing system, including connected:
  - a) sprinklers and discharge nozzles,
  - b) ducts, pipes, valves and fittings,
  - c) tanks, their component parts and supports, and
  - d) pumps and private fire protection mains.
2. When supplied from an automatic fire protective system:
  - a) non-automatic fire protective systems and
  - b) hydrants, standpipes and outlets.

**Auxiliary Organization** means an organization or group formed specifically as a pupil or district support, or fund raising organization, and in accordance with Education Code {51520-51521} and/or Education Code {72670-72682} and Code of Regulations, Title 5 {59255-59272}. Auxiliary/Foundation organizations must be sanctioned by a Covered Agency and endorsed to this Memorandum. Booster clubs are not included in this definition.

**Backup of Sewers or Drains** means damage caused by the blockage and subsequent overflowing of plumbing lines designed to remove sewer and waste water.

**Bodily Injury** means bodily injury, sickness, emotional distress or disease sustained by any person, including death at any time resulting therefrom. Bodily Injury does not include such injuries arising out of acts of Sexual Abuse/Molestation committed outside this Coverage Period.

**Booster Club** means an organization that is formed to support an associated club, sports team or program.

**Breach of Contract** means the breach by the Covered Agency of a written or oral agreement with a third party, other than an employment contract, regardless of the theory of liability asserted.

**Building** means a permanent structure with walls and a roof that is affixed to a permanent site and capable of occupancy, including portable or modular structures that have been installed.

**Charter School** means a school established in accordance with the provisions of California Education Code Sections 47605 through 47608. A Charter School is not a Covered Party unless it is

endorsed onto the Memorandum.

**Claim** means a legal action, demand or claim for compensation, damages or other relief, filed or made against a Covered Party.

**Combined Single Limit** means the maximum amount payable per Loss Occurrence which is the sum of (i) the Member Retained Limit, (ii) the amount of loss retained by the Authority, (iii) the amount payable by SAFER to the Authority on account of such Loss Occurrence, and (iv) amounts received by the Authority from other insurers or reinsurers on account of such Loss Occurrence, but not to exceed the maximum amount set forth in the Declarations.

**Coverage Period** means the period of time as set forth in the Declarations.

**Covered Agency** means the Member and the other public agency or agencies listed on the Declarations, including any Charter School that is endorsed to this Memorandum by such public agency.

**Covered Equipment** means:

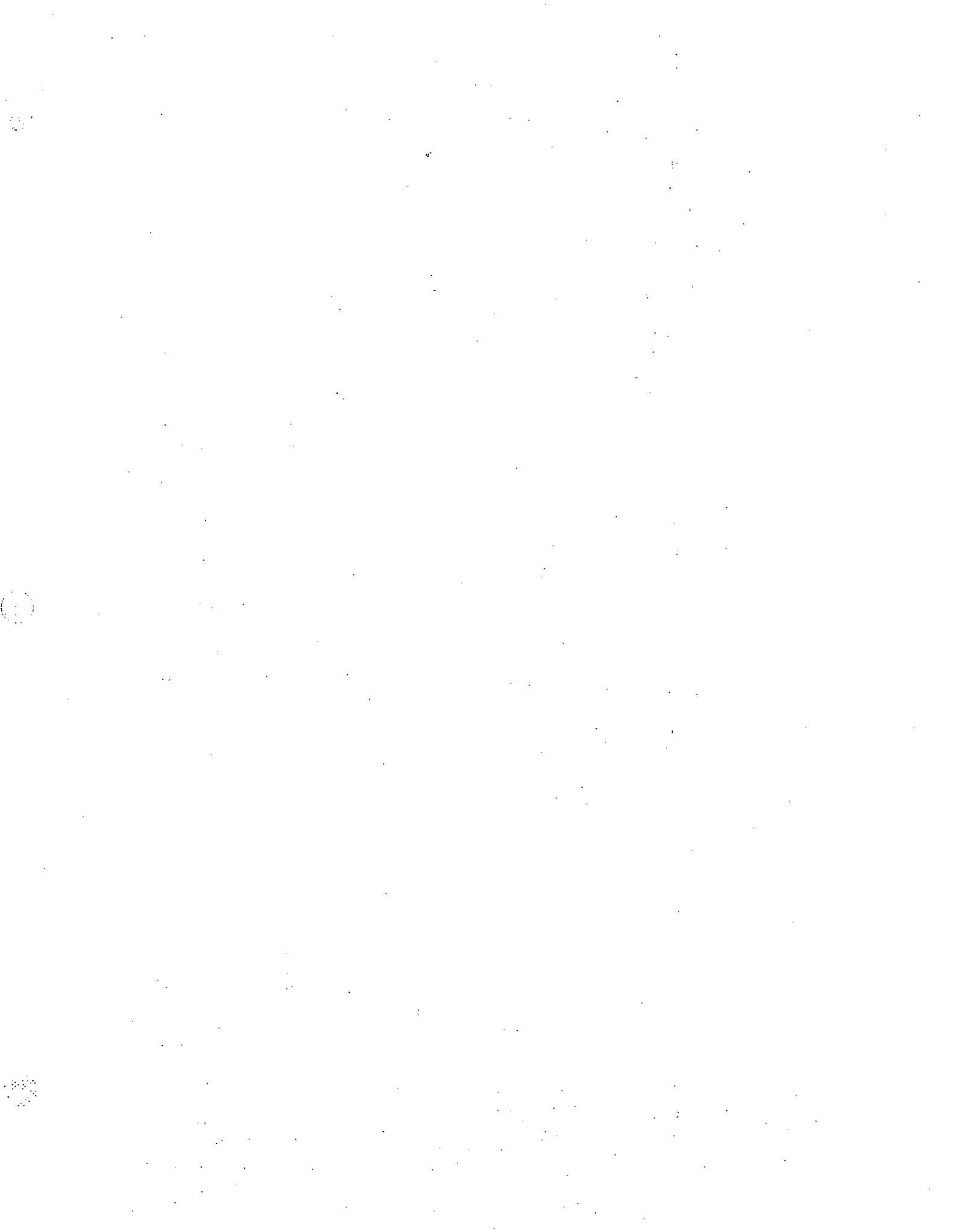
1. Covered property owned by a Covered Agency or for which the Covered Agency is legally responsible:

that generates, transmits or utilizes energy; or which during normal usage, operated under vacuum or pressure, other than the weight of its contents.

Covered Equipment may utilize conventional design and technology or new or newly commercialized design and technology.

2. None of the following is Covered Equipment:

- a) structure, foundation, cabinet or compartment;
- b) insulating or refractory material;
- c) sewer piping, any underground vessels or piping, any piping forming a part of a sprinkler or fire suppression system or water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
- d) Motor Vehicle and Mobile Equipment; or
- e) Electronic Data Processing Equipment.
- f) satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
- g) dragline, excavation or construction equipment; or
- h) equipment manufactured by a Covered Party for sale.



**Covered Individual means:**

1. persons who are past or present elected or appointed officials, Employees or Volunteers of the Covered Agency, while acting for or on behalf of the Covered Agency, including while acting on outside boards at the direction of the Covered Agency. However, Covered Individual does not include any person whom the Covered Agency has refused to defend pursuant to Government Code section 995.2; provided, however, that the Authority will treat such person as a Covered Individual if the person is subsequently held to be entitled to recover from such Covered Agency under Government Code section 996.4.
2. Covered Agency's students while acting solely within the scope of their duties while enrolled in the Covered Agency's curriculum to provide services to third parties.
3. for purposes of Motor Vehicle liability, the permissive driver of any of the Covered Agency's Motor Vehicles.

**Covered Party means:**

1. a Covered Agency; or
2. an Auxiliary Organization; or
3. a Covered Individual; or
4. the Authority itself; or
5. an Additional Covered Party.

**Covered Project** means a project by a Covered Agency to construct, renovate, repair, modernize or reconstruct property that is Real Property or is intended to become Real Property covered by this Memorandum and subject to such project:

1. having a total project value or cost no greater than \$250,000; or
2. being a project with a total project value or cost in excess of \$250,000 that has been specifically endorsed on to this Memorandum.

**Covered Property** means any Real Property or Personal Property covered by this Memorandum.

**Data** means information or instructions stored in digital code capable of being processed by machinery.

**Declarations** means the declarations approved and issued by the Authority to evidence the coverage provided to the Member pursuant to this Memorandum.

**Earthquake** means a series of vibrations induced in the earth's crust by the abrupt rupture and rebound of rocks in which elastic strain has been slowly accumulating.

**Electronic Data Processing Equipment** means electronic computers and peripheral equipment used in conjunction with such computers. Data Processing Equipment does not mean any of the following:

1. equipment used to provide building utility service, other than communications or data processing;
2. equipment used to manufacture products other than Data; or
3. equipment used to provide a service other than Data processing or communications.

**Employee** means any natural person:

1. while in the Covered Agency's service and
2. whom the Covered Agency compensates directly by salary, wages or commissions and
3. whom the Covered Agency has the right to direct and control while performing services for the Covered Agency.

However, Employee does not mean any agent, broker, independent contractor of the Covered Agency.

**Employee Benefit Program** means any group life insurance, group accident or health insurance, retirement plans, workers' compensation, unemployment insurance, social security and disability benefits insurance or any other similar plan provided in whole or in part by the Covered Agency.

**Equipment Breakdown** means a fortuitous event resulting in direct physical damage to Covered Equipment caused by:

1. mechanical breakdown including rupture or bursting caused by centrifugal force;
2. artificially generated electrical current; including electric arcing, that disturbs electrical devices, appliances or wires;
3. explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by the Covered Party, other than combustion explosion;
4. an internal event inside steam boilers, steam pipes, steam engines or steam turbines that damages such equipment;
5. an internal event inside hot water boilers or other water heating equipment that damages such equipment; or
6. bursting, cracking or splitting.

**Equipment Breakdown Reinsurer** means the reinsurer of the Equipment Breakdown coverage offered by and through the Authority.

**Errors and Omissions** means:

1. an actual or alleged misstatement, misleading statement, act, omission by a Covered Party, individually or collectively, in the discharge of their duties for the Covered Party or any matter claimed against them solely by reason of their being or having been public employees
2. neglect or breach of duty including misfeasance, malfeasance or non-feasance by a Covered Party, individually or collectively, in the discharge of their duties for the Covered Party or any matter claimed against them solely by reason of their being or having been public employees;
3. malpractice actual or alleged in conjunction with any medical activities but only as excess to any other existing coverage.

**Expediting Expenses**, as regards Equipment Breakdown Coverage, means the reasonable extra cost to make temporary repairs, and expedite permanent or permanent replacement.

**Explosives, Fireworks or Pyrotechnic Devices** means any combination of materials, which, by the agency of fire, electricity or chemical, produce an audible, visual, mechanical or thermal effect designed and intended to be useful for industrial, agricultural, personal safety, entertainment or recreational purposes.

**Extra Expense** means the reasonable and necessary additional costs incurred by the Covered Agency in order to continue, as nearly as possible, the normal conduct of the Covered Agency's operations had a Loss Occurrence not occurred, until the Covered Agency's operations are restored to a condition comparable to the condition prior to the Loss Occurrence.

**Fair Market Value** means the cost to replace Covered Property in an open market with substantially comparable property.

**Fine Arts** means paintings, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glassware, bric-a-brac, and other articles of art, rarity, or antiquity.

**Hazardous Substances**, as regards Equipment Breakdown Coverage, means the additional cost to repair or replace Covered Property, including the additional expenses to clean up or dispose of such property, because of contamination by a substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency. Hazardous Substances does not include contamination of Perishable Goods by refrigerant, including but not limited to ammonia.

**Hostile Fire** means a fire which becomes uncontrollable or breaks out from where it was intended to be.

**In-Flight** means the period from the time the Aircraft moves forward in taking off or in attempting to take off until it has completed its landing.

**Injunctive/Non-Monetary Relief** means a Claim against a Covered Agency or Covered Individual seeking non-monetary recourse, relief or redress, and which does not include a demand for the payment of damages caused to other third parties, other than the payment of legal fees and costs awarded to the complaining party or its legal counsel.

**Interruption of Service**, as regards Equipment Breakdown Coverage, means an Equipment Breakdown to equipment, including overhead transmission lines, that is owned by a utility, landlord, a landlord's utility or other supplier who provides the Covered Party with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must meet the definition of Covered Equipment except that it is not Covered Property.

Interruption of Service does not include an Equipment Breakdown caused by or resulting from: fire; lightning; windstorm or hail; explosion except as provided under Equipment Breakdown Coverage; smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing; collapse; flood or earth movement.

No failure or disruption of service will be considered to qualify as an interruption of service until the failure or disruption exceeds 24 hours immediately following the accident.

**Liability Damages** means compensation payable to third parties resulting from covered Claims for Bodily Injury, Property Damage, Personal Injury, Errors and Omissions and/or Wrongful Acts.

**Loss Adjustment Expenses** means:

1. all expenses incurred in connection with the investigation, adjustment, defense, mediation, settlement, arbitration and/or litigation in connection with a Loss Occurrence, including fees and expenses incurred by a Covered Party's defense counsel, a Covered Party's expert fees, duplication and court reporter costs, court costs (but not including a plaintiff's attorneys' fee award or expenses unless awarded as to a covered Loss Occurrence for Liability Damages), interest on judgments, and premiums on bonds, and
2. expenses sustained to obtain recoveries, subrogation, salvages or other reimbursements, or to secure the reverse or reduction of a verdict or judgment.

Loss Adjustment Expenses shall not include the salaries of the Covered Agency's employees, or its claims administrator's employees, in adjusting specific claims or suits nor shall Loss Adjustment Expense include expenses associated with any investigation required by code, statute or law on behalf of a Covered Party employer.

**Loss Occurrence** means:

1. For Coverage A – Liability: an accident or event, including continuous or repeated exposure to conditions, which results in a Claim for Liability Damages or the payment of Loss Adjustment Expenses pursuant to this Memorandum.
2. For Coverage B – Property: the predominant cause of (a) physical injury to, (b) direct physical loss of, or (c) destruction of tangible property resulting in the loss of use of such tangible property. For coverage to apply, the predominant cause must not be excluded by this Memorandum.

**Loss of Revenue** means those sums that the Covered Agency would have received had a Loss Occurrence not occurred, but excluding any local, state or federal funds whatsoever.

**Manager** means Keenan and Associates as defined by the Management Services Agreement

**Media** means all forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or Electronic Data Processing Equipment.

**Member** means the public agency that is a member of the Authority pursuant to the terms of a joint powers agreement.

**Member Retained Limit or MRL** shall mean the amount per Loss Occurrence, for each type of coverage set forth in the Declarations that shall be retained and paid by a Member before coverage is provided by this Memorandum.

**Memorandum of Coverage or Memorandum** means this contract between the Authority and the Member.

**Mobile Equipment** means any of the following types of land vehicles, whether self-propelled or not, including attached machinery or equipment: bulldozers, farm machinery, forklifts, crawler tread vehicles, power cranes, shovels, loaders, diggers or drills, graters, scrapers or rollers, snow removal equipment, street cleaning equipment, and any other vehicles designed for use principally off public roads. However, Mobile Equipment does not include Motor Vehicles.

**Motor Vehicle** means a land motor vehicle, trailer or semi-trailer, subject to motor vehicle registration and designed for use principally on public roads.

**Newly Acquired Location** means property which is either purchased by the Covered Agency or in which the Covered Agency acquires a coverable interest during the Coverage Period, and is reported to the Authority within 120 days of acquisition.

**Occupying** means in, upon, getting in, on or off.

**Off-Site Property** means Personal Property not located within 1,000 feet of the Covered Agency's Real Property that is being used by or for the benefit of the Covered Agency or its curriculum.

**Perishable Goods**, as regards Equipment Breakdown Coverage, means Personal Property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.

**Personal Injury** means:

1. false arrest, willful detention, imprisonment or malicious prosecution
2. publication or utterance of a libel or slander or of other defamatory or derogatory material, or a publication or utterance in violation of an individual's right to privacy
3. wrongful entry or eviction or other invasion of the right of private occupancy
4. discrimination or violation of civil rights, not intentionally committed by or at the direction of the Covered Party
5. Assault and Battery committed in defense of a person or property and

6. Sexual Harassment, but only as to liability of the Covered Agency.

**Personal Property** means tangible items, other than Real Property, that are located in or on the Covered Agency's Real Property or within 1,000 feet of the Covered Agency's Real Property; along with Motor Vehicles and Mobile Equipment being used by or for the benefit of the Covered Agency or its curriculum, wherever located.

**Personal Property of Others** means Personal Property owned by a third party other than the Covered Agency, that is in the custody of the Covered Agency and for which the Covered Agency is legally liable.

**Plants** means organisms capable of photosynthesis that have a stem, leaves, roots and sometimes flower and grow in soil or water, including shrubs and trees.

**Pollutants** means any solid, liquid, gaseous or thermal irritant, contaminant or hazardous substance, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, waste material, and spores or other byproducts or components of mold, fungi, bacteria or viruses. Waste material includes materials to be recycled, reconditioned or reclaimed. The term Pollutants as used herein is not defined to mean potable water or agricultural water or water furnished to commercial users or smoke and related matter resulting from a Hostile Fire.

**Preservation of Property** means movement of property from a Covered Project to protect it from loss or damage:

1. while it is being moved or while temporarily stored at another location; and
2. only if the loss or damage occurs within 30 days after the property is first moved.

**Property Damage** means the sums incurred or payable to repair or replace Real Property or Personal Property as a result of a Loss Occurrence.

**Property in Transit** means Personal Property not located within 1,000 feet of the Covered Agency's Real Property that is being moved from one location to another.

**Real Property** means completed Buildings and Structures, including their permanently installed fixtures, machinery and equipment. Real Property does not include Buildings and Structures under construction, unless the project is a Covered Project.

**Rental Payment Interruption** means those sums that a Covered Agency would have received had a Loss Occurrence not occurred for use and occupancy financial lease payment obligations of the Covered Agency required by lease purchase agreements or similar.

**Replacement Cost** means the cost to replace Covered Property in an open market with substantially comparable new property.

**Rodeo** means any exhibition of cowboy skills, such as bronco riding, calf roping, or a roundup, steer wrestling, Brahma bull riding or the use of any mechanical rodeo apparatus.

**SAFER** means the Schools Association For Excess Risk, a joint powers authority of which the Authority is a member.

**Sexual Abuse/Molestation** includes all sexual abuse of a minor as defined by the Child Abuse and Neglect Reporting Act, including, but not limited to, sexual assault/battery, lewd and lascivious acts, or molestation.

**Special Education Rights** means an appeal pursuant to 20 USC 1415 of an Office of Administrative Hearings final decision concerning free and appropriate public education rights.

**Sprinkler Leakage** means leakage or discharge of any substance from an Automatic Sprinkler System.

**Structure** means a tangible item built or constructed on, and attached to, land. Structures include fencing and enclosures, garages, gazebos, greenhouses, kiosks, sheds and utility buildings.

**Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Transmission & Distribution Lines** means electrical transmission or distribution lines that are (i) owned by the Covered Agency, (ii) located on or in the Real Property of the Covered Agency, and (iii) used in connection with the business or operations of the Covered Agency. Transmission & Distribution Lines does not include off premises, poles, towers, underground lines, or overhead lines used for electrical transmission or distribution.

**Uninsured/Underinsured Motor Vehicle** means a Motor Vehicle;

1. for which the sum of all available liability bonds, self-insurance or insurance policies at the time of a Loss Occurrence is less than the Uninsured/Underinsured Motor Vehicle coverage limits stated in the Declarations; and
2. that collides with a Motor Vehicle that a Covered Individual is Occupying at the time of the Loss Occurrence.

**Vacant** means a site location at which less than 30% of the total square feet of Real Property at the site is: 1) used by the Covered Agency to conduct customary operations and/or 2) rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations.

**Valuable Papers or Records** means papers or records, including those which exist on electronic or magnetic media, that have been lost or damaged for which duplicates do not exist.

**Volunteer** means a natural person who has been authorized or approved by a Covered Agency to perform specific duties for such Covered Agency.

**Wage Claim/ Loss Adjustment Expense Only** means a Claim seeking solely to recover front and/or back wages or benefits against a Covered Party as a result of a Loss Occurrence

**Watercraft** means a vessel designed to transport persons or property in, on or through water.

**Wrongful Acts mean:**

1. actual or constructive termination of an employment relationship in a manner which is against public policy or in breach of an employment contract, written or implied or breach of the covenant of good faith and fair dealing in the employment contract; and
2. negligent or wrongful evaluation, wrongful demotion, wrongful discipline, failure to promote, failure to grant tenure, or wrongful deprivation of career opportunity.

MEMORANDUM NUMBER: NCR 01702-16

EFFECTIVE DATE: 07/01/18

COVERED PARTY: **CENTRAL VALLEY SCHOOLS JPA** and Primary Charter School:

In consideration of Waived additional premium, coverage is hereby amended as follows:

**Grantline – Leased:**

Added (1) One New Building (SPECS #2)

Real Property Value: \$46,950

Total Increase in TIV: \$46,950

Pro-Rata Factor: 1.000

Property Contribution: Waived

Endorsement Number: 4  
Issued: 07/30/18



Northern  
California ReLIEF

MEMORANDUM NUMBER: NCR 01702-16

EFFECTIVE DATE: 07/01/18

**COVERED PARTY: CENTRAL VALLEY SCHOOLS JPA and Discovery Charter School**

The following organization is hereby added as an Additional Covered Party:

**TRACY LEARNING CENTER, INC**

Endorsement Number: 1



MEMORANDUM NUMBER: NCR 01702-16

EFFECTIVE DATE: 07/01/18

**COVERED PARTY: CENTRAL VALLEY SCHOOLS JPA and Millennium Charter School:**

The following organization is hereby added as an Additional Covered Party:

**TRACY LEARNING CENTER, INC**

Endorsement Number: 2

MEMORANDUM NUMBER: NCR 01702-16

EFFECTIVE DATE: 07/01/18

**COVERED PARTY: CENTRAL VALLEY SCHOOLS JPA and Primary Charter School:**

The following organization is hereby added as an Additional Covered Party:

**TRACY LEARNING CENTER, INC**

Endorsement Number: 3

# Tracy Learning Center

## Teacher

### Job Description

#### Scope of Responsibility

Teachers are expected to be prepared and adequately credentialed. For the level of teaching assignment. Teachers can be hired as: interns, preliminary, or clear teachers. They have an area of expertise and know how to effectively instruct, manage the classroom, work with students and parents and peers. They follow all expectations identified by the learning director and understand the importance of duties as well as teaching assignments.

#### Competence Required

Tracy Learning Center Teachers shall have the following competence:

- a. The ability to work with a supervisor and Director of a designated school phase
- b. The ability to design integrated, project based curriculum lesson plans.
- c. Aware of the medical, psychological, and social-emotional aspects of students
- d. Effective use technology for curriculum lesson development and instruction
- e. Able to design appropriate assignments and classroom routines
- f. Able to analyze student growth and skill development to ensure appropriate instruction
- g. Able to demonstrate excellence in instructional strategies that effectively support student learning
- h. Regular and prompt attendance of all assigned duties as well as classroom assignments

#### Qualifications

- Bachelor Degree and a valid California credential and Subject Authorization
- Valid California identification
- Subject expertise
- Ability to teach from a non-textbook curriculum
- Ability to work well as a team with peers, parents and students
- Experience desired

#### Job Specific Components

A Tracy Learning Center Teacher shall perform such tasks as are assigned by the Learning Director. The teacher is required to undertake but not be limited by some or all of the tasks listed below. These tasks may vary from time to time.

- a. Provide direct instruction for groups of students in order to provide customized instruction that meets the students learning needs and that adheres to the designed curriculum benchmarks
- b. Effectively teach the assigned classes and students
- c. Monitor student progress and follow curriculum
- d. Work with the Learning Director to ensure adherence to the school curriculum and to analyze student growth
- e. Perform all assigned duties
- f. Communicate effectively with peers and with students and parents
- g. Maintain a tidy and organized classroom
- h. Perform other duties as assigned

**Tracy Learning Center  
Job Description**

**Position Title:** Office Receptionist for Preschool

**Position Summary:**

The office receptionist is responsible for phones, parents in the office, filing, attendance confirmation and sorting the office mail. Assisting with parents who only speak Spanish is an important piece of this position. The position is 235 days, 8 hours per day.

**Essential Functions:**

- Receptionist for the office
- Working with parents who only speak Spanish in the office and for IEPs and Parent Conferences
- Filing all tests, reports for students
- Calling students' homes regarding unaccounted for absences
- Sorting office mail daily
- Reports to the preschool director for other assigned duties

**Education:**

Ability to speak Spanish fluently in addition to English

Office management skills

Public relationship skills

**Qualifications:**

1. Knowledge of Attendance Software (TK)
2. Operates standard office equipment
3. Effective communication skills
4. Efficient and effective
5. Good problem solving skills
6. Excellent filing skills

5/1/18

**Tracy Learning Center  
Job Description**

**Position Title:** Office Assistant

**Position Summary:**

The office assistant supports the work of the Executive Director Assistant with the phones, parents in the office, filing, attendance confirmation and sorting the office mail. Assisting with parents who only speak Spanish is an important piece of this position. The position is 215 days, 8 hours per day.

**Essential Functions:**

- Backup receptionist for the office
- Working with parents who only speak Spanish in the office and for IEPs and Parent Conferences
- Calling students' homes regarding unaccounted for absences
- Sorting office mail daily
- Other duties needed in the office

**Education:**

Ability to speak Spanish fluently in addition to English

Office management skills

Public relationship skills

**Qualifications:**

1. Knowledge of Attendance Software
2. Operates standard office equipment
3. Effective communication skills
4. Efficient and effective organizational skills
5. Good problem solving skills
6. Excellent filing skills

5/1/18

# **Tracy Learning Center JOB DESCRIPTION**

**Position Title: Learning Guide**

## **Position Summary:**

Under general supervision of an assigned master teacher the Learning Guide will serve as an assistant to teachers by aiding in the supervision and training of students and assisting in the preparation and assembling of teaching materials. **The Learning Guide will work 215 days per school year for a daily 8.5 hour assignment with a half hour (30 minutes) lunch (non-paid) and two paid 10 minute breaks. One break in the morning and one in the afternoon. These breaks will be worked out according to individual schedules.** Once a month the Learning Guide will be expected to attend a staff/team meeting from 4:00pm to 5:00pm.

## **Essential Functions:**

1. Regularly performs tasks requiring the exercise of unique skills with minimal teacher supervision.
2. May possess expertise or knowledge, which permits exercise of personal initiative.
3. Assists teachers with the supervision and training of students in a unique instructional environment such as a demonstration center.
4. Prepares instructional materials.
5. Assists with various class projects.
6. Assists teachers in running instructional programs.
7. Prepares graphic and written teaching materials.
8. Operates audiovisual equipment, duplicating equipment, computers
9. Grades papers and tests.
10. Maintains records and designated files.
11. Prepares a wide variety of materials including correspondence, memos, reports and notices, which may require data entry.
12. Helps individual students with specific problems.
13. Maintains regular and prompt attendance in the workplace.
14. Performs other related duties as assigned.

## **Education and Experience:**

Ability to carry out oral and written directions, read, writes and speaks at a level sufficient to fulfill the duties. Some college units' required, or equivalent certificate, or equivalent experience in an appropriate discipline desired: expertise in specific program requirements may serve in lieu of education requirement; two years experience in the care and supervision of children.

**Skills and Qualifications:**

1. Knowledge of English usage, grammar, spelling, punctuation, and vocabulary
2. Ability to assist with supervision of learning activities
3. Ability to work independently on own initiative
4. Ability to operate standard office and instructional equipment
5. Ability to maintain cooperative working relationships with those contacted in the course of work
6. An interest in pursuing a career in education.

**Work Environment:**

Employees in this position will be required to work indoors and outdoors in various weather during the course of the required work schedule.

5/1/18

# Tracy Learning Center

## Learning Director

### Job Description

#### Scope of Responsibility

Assigned to a specific school or phase. Coordinate the implementation of the curriculum, meets to support staff to ensure quality implementation of the curriculum and instructional strategies for different learning levels. Works as the assigned leader for daily operations of the specific school or phase under the direction of the Executive Director, who is ultimately responsible for the school.

#### Competence Required

Tracy Learning center directors shall have the following competence:

- The ability to work as a leader for a designated school or phase
- The ability to design integrated project based curriculum
- Knowledgeable of the needs of student learners at the specific level
- Effective use of technology for curriculum and instruction
- Excellence as a leader and educator
- Able to conduct effective school or phase meetings
- Able to analyze data for skill and content mastery
- Able to work effectively with teachers assigned to the school or phase
- Able to observe and provide constructive feedback to teachers within the phase or school.

#### Qualifications

- Bachelor Degree
- Valid California Certificate for teaching and administration
- Minimum of five years of teaching
- Expertise in curriculum, instructional strategies, assessment

#### Job Specific components

A Tracy Learning Center Learning Director shall perform such tasks that are assigned by the Executive Director. The Director is required to undertake but not be limited by some or all of the tasks listed below.

- **Provide direct instruction for specific groups of students in order to provide customized instruction that meets the students learning needs and that adheres to the designed curriculum standards**
- **Assigned as a full time teacher in the school or phase**
- **Lead a designated school of teachers, staff, parents and students**
- **Monitor the students progress and placement in the assigned phases or school**
- **Work with the Executive Director to ensure adherence to the school curriculum and ensuring the analyzing of student data.**
- **Coordinate and attend IEP or SST meetings for the phase**
- **Attend weekly Executive Director meetings for Directors**
- **Other duties as assigned**

5/1/18

# **TRACY LEARNING CENTER JOB DESCRIPTION**

**Position Title: Food Service Worker**

## **POSITION SUMMARY:**

Preparation, packaging and service of all food items prepared in T.L.C. kitchen. Maintain a sanitary work place and follow all guidelines set by Director of Food Services, friendly and prompt customer service. **Food workers will work 215 days per school year for a daily Full time or part time assignment. Part time ( 5 or less hours) are entitled to a ten minute paid rest period. Full time food workers ( 8.5 hours) are entitled to a half hour (30 minutes) lunch (non-paid) and two paid 10 minute breaks. One break in the morning and one in the afternoon. These breaks will be worked out according to individual schedules.**

## **ESSENTIAL FUNCTIONS:**

1. Preparation of food and serving or packaging of food to food service customers.
2. Organize and maintain work area.
3. Work cohesively with coworkers.
4. Store all food items properly.
5. Friendly and prompt customer service.
6. Maintain efficient and sanitary practices in food preparation and work areas.
7. Attends meetings and training as directed.
8. Assist in preparation for special events.

## **EDUCATION AND EXPERIENCE:**

1. High school diploma required
2. Communicate effectively both orally and in writing

## **PHYSICAL REQUIREMENTS:**

Employees in this position must have the ability to:

1. Stand for extended periods of time
2. Stand, walk, and bend over, reach overhead, grasp, push, pull and move, lift and or carry up to 50 pounds to waist height.
3. Hear and understand speech at normal levels.
4. Speak so that others may understand at normal levels.

**WORK ENVIRONMENT:**

Employees in this position may work in serving lines that may be indoor and/or outdoor; exposed to moderate noise levels from food service equipment, cafeterias and/or exhaust fans.

5/1/18

# Tracy Learning Center

## Executive Director

### Job Description

#### Scope of Responsibility

Tracy Learning Center is composed of three charter schools. The Executive Director is responsible for the curriculum, instruction, hiring and student discipline for all three-charter schools. The Executive Director reports to the Governing Board serving as the CEO and the CFO.

#### Competence Required

Tracy Learning Center Executive Director shall have the following competence:

- a. The ability to implement a dynamic vision for the school
- b. The ability to design project based, integrated curriculum for K-12
- c. Knowledge of the medical, psychological, and social-emotional aspects of students
- d. Excellence as a learning facilitator and instructor
- e. Able to plan and design professional development
- f. Analyze student progress and teacher performance
- g. Coordinate all aspects of curriculum and instruction for the three charter schools
- h. Develop budgets and financial plans for the schools
- i. Hire, evaluate and supervise staff
- j. Coordinate the efforts of the lead teachers as responsible leaders

#### Qualifications

- Masters Degree
- Valid California Certificate as a teacher and administrator
- Subject expertise, curriculum development expertise
- Proof of contribution to profession such as research, publications, university teaching or presentations
- Proven effectiveness as a leader
- Minimum five years Administrative experience at a variety of levels

#### Job Specific Components

The Executive Director serves as the instructional leader for the entire operation k-12. The Executive Director is responsible for student and staff performance and student success.

- a. Carry out the policies of the Governing Board
- b. Develop a successful implementation plan for shared leadership among the master/lead teachers
- c. Monitor the student progress and placement of students within schools and coordinate efforts with extension educational opportunities
- d. The ability to work collaboratively with the TLC staff and Governing Board
- e. Perform supervision/facilitation tasks related to the schools-
- f. Plan the staff development sessions
- g. Provide curriculum leadership for developing all school curriculum and extension curriculum courses.
- h. Coordinate and support the efforts of the staff
- i. Set the vision for the school culture
- j. Direct all shared leadership roles
- k. Serve as the financial officer for the schools
- h. Perform other duties as assigned
- i. Ensure that all requirements of the Charter are met
- j. Provide administrative support services for instruction, business, and human Resources

# **TRACY LEARNING CENTER**

## **JOB DESCRIPTION**

**Position Title:** Director of Human Resources

### **Position Summary:**

Under the supervision of the Executive Director serves as the Director of Human Resources of the Tracy Learning Center; to perform complex and responsible record keeping in all aspects related to Human Resources, collaborates and communicates with the Payroll Manager regarding payroll related issues. The position is 215 days, 8 hours per day per school calendar year.

### **Essential Functions**

- Reviews & ensures current relevancy of employee credentials
- Responsible for ensuring that each new employee is Fingerprinted / background check
- Responsible for maintaining employees current TB's/CPR-First Aid
- Maintains all employee file folders ( 2 files for each)
- Enter all Data entry for all employees in Aeries
- Employee CBEDS
- Maintains records and prepares notices and documents related to employment contracts, assignments, employment status, resignations, leaves of absence, job performance evaluations.
- Tracks employee absences and obtains coverage
- Responsible for the upkeep of employee attendance cards
- Responsible for hiring and maintaining substitutes
- Oversees BTSA and Induction programs
- Responsible for processing all employee health forms
- Responsible for processing all FSA, 403B & 457 plans
- Responsible for recruitment, promotional opportunities and termination procedures
- Responsible for unemployment claims
- Responsible for employment verifications
- Revises and updates job descriptions
- Primary liaison with Health Insurance Brokers / Employee Benefits
- Responsible for keeping current Employee Handbook and contract
- Keeps current labor law posters
- Attends annual CCAC conference, HR webinars, and other related conferences
- Primary liaison for School's Insurance for Workman's comp & Liability
- Actively recruits exceptional employees
- Supports the first year of new teachers entrance into the culture of Tracy Learning Center

### **Education and Experience:**

Ability to carry out oral and written directions, read, writes, and speaks at a level sufficient to fulfill the duties to be performed. Administrative credential. Knowledge certification and various teaching permits. Knowledge of health benefits, FSA, 403B/457 retirement plans.

### **Skills and Qualifications:**

1. Knowledge of Public School Labor Laws
2. Knowledge of, STRS/PERS and health insurance
3. Knowledge of state credential requirements
4. Knowledge of CLAD/NCLB requirements

5. Knowledge of teacher assignments
6. Ability to perform responsible administrative work requiring speed and accuracy, multi-tasking, independent decisions, independent judgment and strong interpersonal skills.
7. Ability to maintain cooperative working relationships with those contacted in the course of work
8. Ability to keep all confidential staff related issues confidential
9. Knowledge of intermediate to advanced elements of correct English usage, grammar, spelling, punctuation and vocabulary
10. Ability to use standard office equipment, fax, copier, scanner, intermediate computer skills

5/1/18

# **TRACY LEARNING CENTER JOB DESCRIPTION**

## **DIRECTOR OF TECHNOLOGY**

Title: **DIRECTOR OF TECHNOLOGY**

Works under the supervision of the Executive Director. Responsible for implementing and maintaining all Tracy Learning Center software and hardware.

### **NATURE OF WORK**

The Director of Technology is primarily concerned with the development, implementation, operation, monitoring, and evaluation of the technology program for the school. This individual provides leadership in identifying hardware and software purchases, ensuring that they are consistent with the school system instructional technology plan and state technology guidelines. The employee coordinates, and may deliver, staff development on technology competencies needed for teaching at the Tracy Learning Center.

### **ILLUSTRATIVE EXAMPLES OF WORK**

- Provides leadership for short- and long-range planning for all technology initiatives: vision, goals, program objectives/strategies/activities, infrastructure, staffing, training, evaluation, budgeting, and collaboration with others.
- Plans, develops, and implements an autonomous network structure for TLC.
- Works with others to integrate technology in the ongoing instructional program for all curriculum areas by identifying strategies and materials, and by implementing activities for integration.
- Is knowledgeable of the hardware configurations and computer-related items and is responsible for deployment of technology as well as securing and maintain the equipment and software.
- Supervises the system-wide inventory of technology assets.
- Assists technology users in resolving problems associated with ordering, service, and support.
- Plans and coordinates the implementation of special activities to promote technology.
- Serves as a system contact for all technology-related communication.
- Maintains the school wired and wireless network as well as the server to control traffic and security.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

- General knowledge of computers and related technologies as they apply to pre K-12 education.
- General knowledge of infrastructure requirements and components of local and wide area networks, Internet, intranets, and distributed learning.

- Ability to communicate effectively with all levels of school system staff.
- Ability to assist users and trainers with software and hardware direction, guidance, and vision-setting.
- Ability to establish evaluation strategies and implement formative and summative activities.
- Ability to train educators in the use of hardware and software to meet the technical needs of TLC.
- Ability to lead technology planning efforts including activities to develop, implement, and evaluate both system and school technology plans.
- 

### **SUGGESTED TRAINING AND EXPERIENCE**

- Degree in Related Field
- 2-3 years of experience with technology in the education field
- Teaching credential in computer programming. Math, or science

# **TRACY LEARNING CENTER JOB DESCRIPTION**

**Position Title: Director of Food Services**

## **POSITION SUMMARY:**

Plan, organize and supervise the preparation and serving of food. Ensure that all kitchen areas are maintained in a clean and sanitary environment. Ensure that all food service equipment and supplies are maintained and cleaned in a sanitary manner. Train and supervise all food service personnel.

## **ESSENTIAL FUNCTIONS:**

1. Supervises, and directs the preparation of food and serving or packaging of food-to-food service customers.
2. Organizes and schedules menu production to ensure nutritious and healthy meals.
3. Organizes all kitchen work activity to ensure that all equipment and supplies are available to meet customer demands and meal program requirements.
4. Arranges for proper storage and use of all food and non-food supplies.
5. Responsible for timely ordering of food, non-food and equipment supplies.
6. Sets standards for efficient and sanitary practices in food preparation and work areas.
7. Supervises and trains staff in meal production techniques, sanitary kitchen and food handling practices, customer service, personal hygiene and work routines.
8. Schedules food worker schedules and supervises their performance
9. Review requests for free or reduced lunch.
10. Deposit food service money with finance office regularly
11. Transport food as needed.
12. Coordinates and prepares for special events.

**EDUCATION AND EXPERIENCE:** High school diploma required, two years college in related course work preferred; able to communicate effectively both orally and in writing. Minimum of five years in food service, institutional meal preparation and experience in supervision of personnel. Continuing education related to certification of state guidelines for safe food handling.

**KNOWLEDGE OF:** Principles and methods of quantity food preparation; proper food handling and storage techniques for hot food and other related food items; sanitation principles applicable to serving and storing of food; operation and maintenance of large and small food service equipment; computing proper amounts of foods and non-food supplies; principles and techniques of employee supervision, training, and evaluation.

**ABILITY TO:** Supervise and personally participate in the preparation of food for all food service customers; estimate quantities needed to meet customer demands to meet economical demands of program; operate all equipment in food service areas, maintain all written documents as required; effectively train, supervise and evaluate a staff of subordinate food service personnel; follow oral and written directions; exhibit manual dexterity; to operate common food service equipment; operate computers; perform food preparation, cooking and baking duties maintain cooperative working relationships with those contacted in the course of work.

**PHYSICAL REQUIREMENTS:**

Employees in this position must have the ability to:

1. Stand for extended periods of time
2. Stand, walk, and bend over, reach overhead, grasp, push, pull and move, lift and or carry up to 50 pounds to waist height.
3. Hear and understand speech at normal levels.
4. Speak so that others may understand at normal levels.

**WORK ENVIRONMENT:**

Employees in this position may work in serving lines that may be indoor and/or outdoor; exposed to moderate noise levels from food service equipment, cafeterias and/or exhaust fans. Must wear closed toe shoes and pants.

# **Tracy Learning Center Job Description**

**Position Title:** Director of Finance

**Position Summary:**

Under the supervision of the Executive Director serves as an Assistant to the Executive Director of the Tracy Learning Center; to perform complex and responsible Accounting business services; to perform record keeping, budget control, purchasing, and various clerical duties. The position is 215 days, 8 hours per day per contracted school calendar.

**Essential Functions:**

1. Responsible for accounting for all incoming revenue.
2. Responsible for all purchasing and accounts payable/ receivables
3. Oversight of Payroll
4. Works collaboratively with contracted business service
5. Arranges field trip transportation and book keeping
6. Implements the Tracy Learning Center budgets and balancing of the budgets each month.
7. Other duties as assigned

**Education and Experience:**

- Proficient in Accounting and school insurance
- Knowledge of computer skills; Microsoft Word, Excel, and QuickBooks
- Ability to perform responsible clerical work, independent judgment, with speed and accuracy
- Ability to make independent decisions
- Must possess strong interpersonal skills
- Ability to maintain cooperative working relationships with those contacted in the course of work.

Revised 5/1/18

# **TRACY LEARNING CENTER**

## **Job Description**

### **Position Title: Director of Finance and Human Resources Assistant**

#### **Position Summary:**

Under the direct supervision of the Director of Human Resource and Finance, the Director of Finance and Human Resources Assistant supports both directors in all aspects of department operations.

#### **Essential Functions:**

- Works directly with the Director of Finance and Human Resources implementing proper policies and procedures that are in accordance with state and federal laws
- Assist in maintaining employee files organized and up to date
- Assist in preparing state reports
- Prepares and transports cash and check deposits
- Works with Director of Finance in finalizing and approving payroll
- Codes and submits purchases made by staff
- Obtains competitive bids and quotes for school purchases
- Maintains cash receipt journals
- Maintains and updates donor list
- Prepares checks
- Codes bills and expenses to our administrative business partners
- Tracks employee sick time and vacation
- Receives money from the public and codes it to the correct accounts
- Assist in preparing monthly budget reports that are reviewed by the Director of Finance and Executive Director
- Designs and prepares recruitment material

#### **Education and Experience:**

- High school diploma
- Knowledge of computer skills; Microsoft Word, Excel, Quickbooks, AESOP and Fingercheck
- Attention to detail, with an ability to spot numerical errors
- Ability to perform responsible clerical work with speed and accuracy
- Ability to keep all employee information confidential
- Ability to multi task and switch from multiple jobs with ease
- Organizational and time-management skills

5/1/18

# **TRACY LEARNING CENTER**

## **Job Description**

### **Position Title: Director of Facilities**

#### **Position Summary:**

Under the direct supervision of the Executive Director, is responsible for the maintenance of the school campus, its security, and directly supervises all custodial personnel.

#### **Essential Functions:**

- Works with Executive Director
- Works with Administrative assistant to the Director in regards to health and safety issues as well as security issues that arise
- Works with and oversees projects with vendors and Tracy Unified that are conducting special projects to the site as well as Deferred Maintenance projects.
- Accepts and obtains cost and bids pertaining to projects for Tracy Learning Center
- Works with the City on issues that arise regarding issues to the site as well as street and traffic issues
- Attends and supervises after school functions during the school year at the site as well as off the site
- Is the lead person with set-up and maintaining alarms at the Tracy Learning Center during school hours as well as after hours
- Sets schedule and evaluates custodians

Works and is the first responder with the Police, Fire Department, PG&E and A&TT to issues regarding Tracy Learning Center

#### **Education and Experience:**

The ability to carry out oral and written directions, read, write, at a level sufficient to fulfill the duties to be performed for the position described; must have two years experience in the custodial field; possess a valid California driver's license and be insurable. Must have a High School Diploma or equivalent

5/1/18

# Tracy Learning Center

## JOB DESCRIPTION

### **Position Title: Director of Admissions and Records**

#### **Position Summary:**

Under the supervision of the Executive Director serves as the Director for student admissions and records of the Tracy Learning Center; to perform complex and responsible administrative business services; to perform record keeping, census, reports, and various clerical duties. The position is 215 days, 8 hours per day.

#### **Essential Functions (for all three schools):**

Manage the student information data system (AERIES)

Manage student records

Enrollment management

Generate annual Staff and Student calendar

Prepare all forms for student enrollment/transfers/withdrawal

Print, mail, and file all report cards

Process and generate work permits for students

Responsible for District, State and Federal reports

#### **Education and Experience:**

Ability to carry out oral and written directions, read, writes, and speaks at a level sufficient to fulfill the duties to be performed. Bachelor's degree or equivalent required.

#### **Skills and Qualifications:**

1. Knowledge of intermediate to advanced elements of correct English usage, grammar, spelling, punctuation, and vocabulary.
2. Knowledge of office methods and procedures, including letter and report writing.
3. Knowledge of receptionist and telephone techniques.
4. Knowledge of computer skills, including, but not limited to Microsoft Word and Excel.
5. Ability to operate standard office equipment.
6. Ability to perform responsible clerical work requiring independent judgment with speed and accuracy.
7. Ability to make independent decisions.

8. **Must possess strong interpersonal skills.**
9. **Ability to maintain cooperative working relationships with those contacted in the course of work.**

**Work Environment:**

**Employees in this position will be required to work indoors in a standard office environment and come in direct contact with students, school site staff, and the public.**

**Revised 5/1/18**

# TRACY LEARNING CENTER

## Job Description

### **Position Title: Custodian**

#### **Position Summary:**

Under the general supervision of the Director of Facilities to perform custodial work in the cleaning of school buildings, equipment, and facilities. . **Custodians will work 215 days per school year for a daily Full time or part time assignment. Part time ( 5 or less hours) are entitled to a ten minute paid rest period. Full time custodians ( 8.5 hours) are entitled to a half hour (30 minutes) lunch (non-paid) and two paid 10 minute breaks. One break in the morning and one in the afternoon. These breaks will be worked out according to individual schedules.**

#### **Essential Functions:**

1. Performs cleaning tasks in restrooms, classrooms, offices, and outside areas, such as sweeping, scrubbing, waxing, dusting, disinfecting, vacuuming, and shampooing; empties waste containers, moves and rearranges furniture.
2. Performs minor repairs.
3. Performs minor repair of furniture
4. Operates, cleans and maintains scrubbers, vacuum cleaners, carpet extractors and other custodial related equipment and tools.
5. Reports safety, sanitation, and fire hazards.
6. Performs other related duties as required.

#### **Education and Experience:**

The ability to carry out oral and written directions, read, write, at a level sufficient to fulfill the duties to be performed for the position described; must have two years experience in the custodial field; possess a valid California driver's license and be insurable. Must have a High School Diploma or equivalent

#### **Skill and Qualifications:**

1. Knowledge of safe work practices.
2. Ability to maintain cooperative working relationships with those contacted in the course of work.

#### **Physical Requirements:**

Employees in this position must have the ability to:

1. Stand, walk, bend, squat, stoop, and/or climb for extended periods of time
2. Reach above shoulder level for extended periods of time.
3. Push/pull up to 50lbs. for extended periods of time.
4. Lift and carry up to 50lbs. at shoulder height for short distances.
5. Repetitive hand/arm movements (grasp/pinch, etc.) for extended periods for time.

#### **Work Environment**

**Employees in this position will be required to work indoors and outdoors in various conditions during the course of the required schedule. Exposure to noise, dust, and fume levels will vary according to equipment and projects. Must wear closed toe shoes and wear protective devices, as required, such as earplugs, dust mask, coveralls, gloves, safety boots and safety glasses.**

# Tracy Learning Center

## Middle School Counselors

### Position Summary

The counselors primary function is to guide and direct the academic success of middle school students. Communicate with the school leaders for effective coordination. Report directly to the Executive Director

### Essential Functions

- Coordinate the community service hours
- Oversee changes in student schedules or group level
- Coordinate SST and IEP meetings
- Participate in all Restorative Justice Meetings
- Allow time for personal student counseling
- Ensure student progress toward middle school completion through frequent transcript review and grade monitoring
- Meet with parents as needed
- Implement CJSF club
- Meet with new students (grade 5 and others entering after the school year begins for a smooth transition)
- Help design the middle school master schedule
- Meet with students needing behavioral intervention
- Other duties as assigned

### Skills and Qualifications

- Pupil Personnel Services Credential
- Previous counseling experience
- Master's degree
- Excellent verbal and written communication skills
- Work independently

5/1/18

# Tracy Learning Center

## High School Counselors

### Position Summary

The counselors primary function is to guide and direct the academic success of high school students. Communicate with the school leaders for effective coordination. Report directly to the Executive Director

### Essential Functions

- Coordinate the community service hours, internship placement and student intern seminars
- On-going networking with the business community to development intern partnerships and service possibilities
- Form and continue the College Bound Club
- Oversee changes in student schedules
- Coordinate SST and IEP meetings
- Allow time for personal student counseling
- Ensure student progress toward graduation through frequent transcript review and grade monitoring
- Meet with parents as needed
- Implement specially assigned events such as Talent Show, Senior Breakfast, graduation etc.
- Coordinate student activities for college registration, college applications, and scholarships
- Conduct and proctor PSAT, Placement Tests, and other qualifying tests for students
- Coordinate testing for math and English yearly
- Plan and conduct Freshmen ordination
- Recruit students for high school by meeting with middle students
- Other duties as assigned

### Skills and Qualifications

- Pupil Personnel Services Credential
- Previous counseling experience
- Master's degree
- Excellent verbal and written communication skills
- Work independently

# **JOB TITLE: HIGH SCHOOL STUDENT ACTIVITIES DIRECTOR**

## **DESCRIPTION OF BASIC FUNCTIONS AND RESPONSIBILITIES:**

The Student Activities Director works under the immediate supervision and direction of the high school administration. The Student Activities Director will plan, implement, facilitate, and coordinate student activities to promote school culture and values and will communicate effectively with the student body and staff.

## **EMPLOYMENT STANDARDS:**

Education: A valid California Teaching Credential

Experience: Self directed with demonstrated understanding of leadership skills

**SUPERVISOR:** High School Administration

## **Typical Duties and Responsibilities**

1. Classroom teaching: Student Leadership class daily
2. Plan, schedule, coordinate, and secure supervision for:
  1. assemblies, rallies, dances, club activities, field trips, activity buses.
  2. Supervise the campaign, election, and appointment of class and student government officers.
4. Establish and maintain activity calendar and work to ensure adequate notice of staff requirements for supervision at events.
5. Participate in meetings with Counselors, Learning Directors, Facilities Director and Athletic Director concerning student activities as needed
6. Responsible for all financial matters; Supervise student accounts, budget, receipts, and expenditures. Approve all requisitions for expenditures from student body funds.
7. Supervise the maintenance and inventory of student body owned supplies and equipment.
8. Serve as a liaison between school and community for student activities.
9. Meet with vendors and salesmen for student body supplies.
10. Supervise the sale of tickets, etc., during the school day for student body sponsored events.
11. Arrange and maintain assembly and rally schedules. Assist in arranging for equipment, facilities, and agendas for assemblies and rallies.

12. Ensure that all clubs and organizations abide by the State laws and school policies.
13. Respond to all parent concerns and calls. Respond to all staff concerns and Email messages as they relate to student activities.
14. Maintain activity announcements around school pertaining to student activities. Film and edit all school electronic unity messages.
15. Abide by professional ethics standards established by Board Policy.
16. Maintain punctuality for all prescribed functions.
17. Participate cooperatively in the development of the activities budget.
18. Provide other related duties

**WORK SCHEDULE AND SALARY**

**Full time teacher at the high school**

**Stipend for leadership, an assigned period for the class, one additional prep.**

# Tracy Learning Center

## Job Description

**Position Title: Assistant to the Counseling Department**

**Position Summary:**

The Admin assistant works 8 hours per day, 215 days per contract year.

**Essential Functions:**

- Receptionist for the office
- Corresponds to the TLC board by taking care of agendas, minutes, policies and other documents related to the Board.
- Attends TLC board meetings
- Supports efforts of the counseling office
- Performs all other duties assigned by the counseling office

**Education:**

- Ability to speak Spanish fluently in addition to English ( preferred)
- Office management skills
- Public relationship skills
- Excellent communication skills (written and oral)

**Qualifications:**

1. Operates standard office equipment
2. Effective communication skills
3. Efficient and effective
4. Good problem solving skills
5. Excellent writing skills
6. Reliable and responsible

**Tracy Learning Center  
Job Description**

**Position Title:** Assistant to the Executive Director

**Position Summary:**

Under the supervision of the Executive Director serves as her assistant interfacing with staff, parents and students as the first line of contact. This position is 215 days, 8 hours per day.

**Essential Functions:**

- Main receptionist for the office
- Maintains Executive Director's calendar
- Oversight of daily attendance and recording
- Assists with the functions of all discipline issues
- Administers first aid and all medical aspects of school community
- Oversight of all safety drills and backup material
- Implements school picture day
- Maintains parent volunteer lists and clearance provisions
- Authors weekly Charter Chatter Newsletter
- Train and supervise the office assistant

**Education:**

Nursing background and experienced in public relations.

**Skills and Qualifications:**

1. Knowledge of Attendance Software
2. Ability to operate standard office equipment
3. Ability to make independent decisions
4. Knowledge of Ed Codes
5. Ability to maintain working relationships with those contacted in the course of work
6. Strong interpersonal skills

# **JOB TITLE: HIGH SCHOOL ATHLETIC DIRECTOR**

## **DESCRIPTION OF BASIC FUNCTIONS AND RESPONSIBILITIES:**

The Athletic Director works under the immediate supervision and direction Executive Director. The Athletic Director will plan, implement, facilitate, and coordinate Athletic activities, hire and supervise athletic coaches, plan for needed facilities for events, supervise the TLC physical Education program.

## **EMPLOYMENT STANDARDS:**

Education: A valid California Teaching Credential and Administrative credential

Experience: Self directed with demonstrated understanding of leadership skills

**SUPERVISOR:** Executive Director

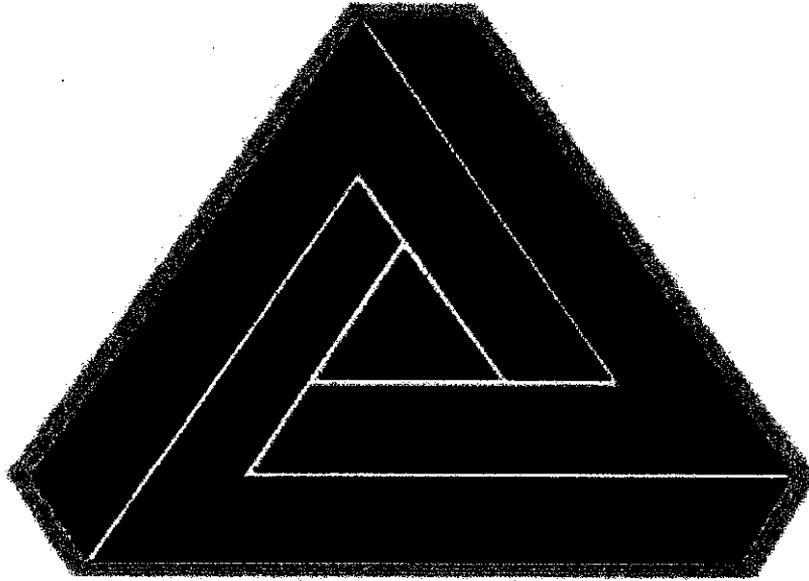
## **Typical Duties and Responsibilities**

1. Provides administrative direction and oversight for all athletic programs and activities
2. Supervise the control issuance and maintenance of athletic equipment and facilities as well as uniforms
3. Supervise full and part time athletic staff including shared responsibility for hiring, discipling or firing decisions and full responsibility for training, mentoring and evaluating coaches and athletic staff.
4. Responsible for development and adherence to athletic budget
5. Monitor academic compliance for all athletes according to CIF rules
6. Prepare league and non league schedules for all teams
7. Arrange for medical staff for required events
8. Arrange for officials for all home games
9. Attend all events hosted by any of our athletic events as required by league
10. Attend all league sections, and state AD meetings, required trainings and conferences
11. Petition for use of outside facilities for athletic events
12. Perform opening walk through, set up, clean up, and closing walk through of all outside facilities used for athletic events
13. Prepare all certificates for athletes for awards ceremonies and banquets
14. Prepare and process all CIF paper work for eligibility compliance of transfer students
15. Maintain records for athletes including physicals, medical release, required forms and fees
16. Conduct parent meetings to inform parents and athletes of school and athletic policies
17. Ensure that all coaches have completed their required trainings
18. Oversee the menu and purchasing of all snack bar food and supplies
19. Assign and oversee students working for community service related to sports events

20. Facilitate one all league meeting as assigned by the league
21. Prepare videos for required video exchange for football
22. Establish and maintain standards of dress, scholarship, and conduct for team travel
23. Monitor strict observances of equality of opportunity in men's and women's athletics by keeping informed of legal requirements and consulting with staff regarding compliance with the law
24. Prepare press releases and the arrangement of media coverage for athletic events
25. Supervise and coordinate the TLC physical Education program

**WORK SCHEDULE AND SALARY**

**Full time Athletic Director with flexible hours**



**Tracy Learning Center**  
PRE-K & T-K • PRIMARY • DISCOVERY • MILLENNIUM

**EMPLOYEE HANDBOOK**

**May, 2018**

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## **1. INTRODUCTORY POLICIES**

### **1.1 Introductory Statement**

Welcome! As an employee of the Tracy Learning Center (or also referred to as the “School”), we hope you will find your employment to be both rewarding and satisfying.

Because the quality of our employees is the key to our success, we carefully select our new employees. In turn, we expect employees to contribute to the success of the School.

Consistent with certain California laws in place, this Employee Handbook (“Handbook”) is a compilation of the School’s policies and sets forth the terms and conditions of employment for all employees of the School. However, this is not intended, nor should it be construed, as an exhaustive or exclusive compilation of School policies.

The School reserves the right to change, suspend, revoke, terminate, or supersede provisions of this Handbook, or the policies and procedures on which they may be based, at any time. However, no modification or change to this Handbook will modify the policy of at-will employment unless specifically set forth in a writing, signed by the Executive Director of the School and the affected employee. If terms contained in a specific employment agreement conflict with the policies and procedures contained in this Handbook, the employee shall adhere to his or her employment agreement.

This Handbook contains the policies in effect at the time of publication. All previously issued handbooks and any inconsistent policies or memoranda are superseded. With the exception of the statement of at-will status, nothing in this Handbook constitutes, nor should be construed as, an implied or express contract of employment.

It is important that all employees read, understand, and follow the provisions of the Handbook. If you need further information, or if you wish to discuss any policy in this Handbook, please feel free to contact the Executive Director of the School or Human Resources.

Again, welcome to the School.

### **1.2 Background and Mission**

The Tracy Learning Center was founded in 2001 and opened with 125 students. Today, the Tracy Learning center is composed of four schools: Preschool, Primary Charter School, Discovery Charter School, and Millennium High School. The schools comprise over 1,200 students. Tracy Learning Center schools, except for Preschool, are charter schools which are free public schools.

The Tracy Learning Center schools are committed to providing quality education for all students preschool to 12<sup>th</sup> grade. This education is provided by allowing for individual differences by grouping for instruction. Teachers are essential for the guidance and direction of student learning. They pace the instruction based on outlines in curriculum maps for each

subject. Technology is an important tool used in the schools for processing and sharing information. All students learn the importance of respect and responsibility.

### **1.3 Statement of At-Will Employment Status**

Employment at the School is at-will. At-will employment may be terminated with or without cause and with or without notice at any time by the employee or the School. Similarly, your status (for example, position, duties, salary, promotions, demotions, etc.) may be changed at-will, with or without cause and with or without notice at any time. Nothing in this Handbook or in any document or statement shall limit the right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. No manager, supervisor, or employee of the School has authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Any agreement that alters the "at-will" nature of employment must be approved by the Board of Directors.

### **1.4 Equal Employment Opportunity**

The School is an equal employment opportunity employer and makes employment decisions, including, but not limited to, hiring, firing, promotion, demotion, training, and/or compensation, on the basis of merit. Employment decisions are based on an individual's qualifications as they relate to the job under consideration. The School's policy prohibits unlawful discrimination based on race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

The School is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the School and prohibits unlawful discrimination by any employee of the School, including supervisors and co-workers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to the School. An applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact Human Resources and request such an accommodation, specifying what accommodation he or she needs to perform the job. The School will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

If you believe you have been subjected to unlawful discrimination, please follow the complaint procedure outlined below.

### **1.5 Unlawful Harassment**

The School is committed to providing a work environment free of unlawful harassment. The School's policy prohibits harassment based on race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

The School's anti-harassment policy applies to all persons involved in the operation of the School and prohibits unlawful harassment by any employee of the School, (which includes supervisors and co-workers) and third parties. The School will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees, including students, parents, customers, clients, and suppliers, who have workplace contact with our employees.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments.
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures.
- Physical conduct such as assault, unwanted touching, blocking normal movement, or interfering with work because of sex, race, or any other protected basis.
- Threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors.
- Retaliation for having reported or threatened to report unlawful harassment in good faith.

This policy applies to all phases of employment, including, but not limited to, recruiting, testing, hiring, upgrading, promotion, demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.

If you believe you have been subjected to unlawful harassment, please follow the complaint procedure outlined below. Employees must report conduct prohibited by this policy whether or not they are personally involved.

### **1.6 Retaliation**

The School prohibits retaliation against any employee because of the employee's opposition to a practice or conduct the employee reasonably believes to be unlawful or because of the employee's lawfully protected participation in an investigation or proceeding. Any retaliatory adverse action because of such opposition or participation may be unlawful and will not be tolerated.

If you believe you have been subjected to unlawful retaliation, please follow the complaint procedure outlined below.

### **1.7 Complaint Procedure—Discrimination, Harassment, Retaliation**

Employees must report all incidents believed to be unlawful discrimination, harassment, or retaliation, regardless of whether they are the alleged victim, a witness, a bystander, or otherwise. If you believe you have been subjected to any form of such unlawful conduct, or if you have knowledge of such unlawful conduct, submit a complaint, preferably in writing, to Human Resources or the Executive Director. If these individuals are not available, or in the event that you believe that one of these individuals has engaged in inappropriate behavior in violation of these policies, submit a complaint to a designated school leader as soon as possible. Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding unlawful discrimination, harassment, or retaliation to the Executive Director of the School or other upper-level managers, as appropriate.

All complaints submitted pursuant to this policy should be done in writing, but they may be done verbally. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses.

The School encourages all employees to immediately report any incidents of unlawful discrimination, harassment, and/or retaliation so that complaints can be quickly and fairly resolved. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

Upon notice of such a complaint, the School will attempt to resolve the situation by promptly undertaking an effective, thorough, and objective investigation through the use of "qualified personnel" and using methods that provide all parties with "appropriate due process." During the investigation, the School will provide regular progress updates, as appropriate, to those directly involved. The School will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected.

If the School determines that unlawful conduct or a violation of applicable policies has occurred, appropriate remedial measures will be taken in accordance with the circumstances involved. Any employee determined by the School to be responsible for unlawful discrimination, harassment, and/or retaliation will be subject to appropriate disciplinary action, up to and including termination. Appropriate action will also be taken to deter future conduct.

There will be no retaliation against any employee who brings a complaint in good faith or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven.

Employees who believe that they have been unlawfully discriminated against, harassed, or retaliated against may also file a complaint with the local office of the California Department of Fair Employment and Housing (“DFEH”) or the Equal Employment Opportunity Commission (“EEOC”). The DFEH and the California Fair Employment and Housing Council (“FEHC”) as well as the EEOC can also order an employer to hire, reinstate, or promote a victim of discrimination, harassment, and/or retaliation or make other changes in School policies. The address and phone number of the local DFEH and EEOC offices can be found in the government sections of your local telephone directory or online.

### **1.8 Open Door Policy**

At some time or another, you may have a suggestion, complaint, or question about the School, your job, your working conditions, or the treatment you are receiving. We welcome your suggestions, complaints, or questions. For issues other than prohibited harassment, discrimination, or retaliation, we ask that you take your concerns first to your school leader, who will investigate and provide a solution or explanation. If the problem is still not resolved, you may present it to Human Resources or the Executive Director of the School, preferably in writing, who will address your concerns.

### **1.9 Workplace Anti-Violence Policy**

The School recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response. The costs of such violence are great, both in human and financial terms. We believe that the safety and security of employees and students is paramount. Therefore, the School has adopted this policy regarding workplace violence to help maintain a secure workplace.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect the School, occur on School property, or occur in the conduct of School business off property will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in School operations, including, but not limited to, School students, parents, employees, independent contractors, temporary employees, vendors and anyone else on School property or conducting School business off property. Violations of this policy, by any individual, may result in disciplinary action, up to and including termination and/or legal action as appropriate.

Always ensure that all visitors have signed in the visitor log and are wearing appropriate visitor tags/badges on campus. Likewise, Teachers should ensure that any visitors in a classroom have the appropriate visitor tags/badges. Suspicious persons or activities should be reported to Human Resources or the Executive Director. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuables and/or personal articles in or around your workstation that may be accessible. The security of facilities and the welfare of our students and employees depend on the alertness and sensitivity of every individual to potential security risks. You should immediately notify Human Resources or the Executive Director when any person(s) are acting in a suspicious manner in or around the facilities or when keys, security passes, or identification badges are missing.

### **1.9.1 Workplace Violence Defined**

Workplace violence includes, but is not limited to, threats of any kind; threatening, physically aggressive, or violent behavior, such as intimidation or attempts to instill fear in others; other behavior that suggests a propensity toward violence, including belligerent speech, excessive arguing or swearing, sabotage, threats of sabotage of School property; defacing School property or causing physical damage to the facilities; and bringing weapons or firearms of any kind on School premises or while conducting School business.

### **1.9.2 Enforcement/Complaint Procedure**

Any person who violates this policy on School property may be removed from the premises as quickly and safely as possible, at the School's discretion, and may be required to remain off School premises pending the outcome of an investigation of the incident.

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, student, parent, visitor, or anyone else, he or she must immediately notify his or her school leader, Human Resources, or the Executive Director. Furthermore, employees should notify Human Resources or the Executive Director if any restraining order is in effect or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the School will inform the reporting individual of the results of the investigation. To the extent feasible, the School will maintain the confidentiality of the reporting employee. However, the School may need to disclose information in appropriate circumstances (for example, in order to protect individual safety). The School will not tolerate retaliation against any employee who reports workplace violence.

If the School determines that workplace violence has occurred, the School will take appropriate corrective action and may impose disciplinary action, up to and including termination.

### **1.10 Hiring Requirements**

### **1.10.1 Certification**

The School's teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in public schools would be required to hold by law.

### **1.10.2 Tuberculosis Testing**

No person shall be employed by the School unless he or she provides proof of having submitted to a tuberculosis (TB) risk assessment within the past 60 days and that no risk factors have been identified. If TB risk factors are identified, or as an alternative to the assessment, the applicant must submit proof that a qualified professional has determined he or she is free of infectious TB following testing and examination. The examination, if required, shall consist of an approved intra-dermal tuberculin test that, if positive, shall be followed by an X-ray of the lungs. Each employee shall cause to be on file with the School a certificate from a qualified professional showing the employee was assessed or examined and found free of risk factors or of infectious TB (as applicable). A person who transfers employment from another school can meet these requirements by providing a certificate from a qualified professional, or a verification from the prior school employer, that shows he or she was found to be free of infectious TB within 60 days of initial hire.

An employee who has no identified risk factors or who tests negative for TB shall undergo the TB risk assessment and, if risk factors are identified, the examination, at least once every four years or more often if recommended by the local health officer. Food handlers must be examined annually and Preschool staff must be examined every two years.

The risk assessment, and examination if necessary, is a condition of initial employment, and the expense incident thereto shall be borne by the applicant. The School shall reimburse current employees for the cost, if any, of the tuberculosis risk assessment and the examination.

### **1.10.3 Criminal Background Checks**

It is the policy of the School to require fingerprinting and background checks for its employees consistent with legal requirements.

Human Resources shall, on a case-by-case basis, determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

### **1.10.4 Immigration Compliance**

The School is committed to full compliance with federal and state immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law and requires that every individual provide satisfactory evidence of his or her identity and legal authority to work in the

United States no later than three business days after he or she begins work. Accordingly, all new hires must go through this procedure.

## **2. EMPLOYMENT POLICIES AND PRACTICES**

### **2.1 Employee Classifications**

Upon hiring, all employees are classified as exempt or non-exempt, full-time or part-time, and regular or temporary. All employees are either exempt or non-exempt according to provisions of applicable wage and hour laws. Because all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without cause or advance notice.

#### **2.1.1 Exempt Employees**

Pursuant to the federal Fair Labor Standards Act and applicable state laws, exempt employees are those who exercise the requisite degree of discretion and independent judgment and perform certain administrative, professional, and/or executive duties. Exempt employees are not entitled to overtime pay. Exempt employees are expected to report for work and perform their jobs in a regular and timely manner.

#### **2.1.2 Non-Exempt Employees**

Pursuant to the Fair Labor Standards Act and applicable state laws, non-exempt employees are entitled to overtime pay in accordance with applicable law. Non-exempt employees may have to work hours beyond their normal schedules as work demands require. Non-exempt employees are required to take meal and rest periods in the manner described in this Handbook.

#### **2.1.3 Regular Employees**

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

#### **2.1.4 Full-Time Employees**

An employee who is regularly scheduled to work and regularly works at least 20 hours or more per week is considered a regular full-time employee. Generally, full-time employees are eligible for School benefits, such as health care plans and sick leave. However, eligibility for each School benefit is ultimately governed by the applicable policy, plan document, and/or applicable law. Thus, there may be an instance in which a full-time employee is eligible for some but not all of these benefits.

#### **2.1.5 Part-Time Employees**

An employee who is regularly scheduled to work and regularly works fewer than 20 hours per week is considered a regular part-time employee. Generally, part-time employees are not eligible for School benefits, such as health care plans. However, eligibility for each School benefit is ultimately governed by the applicable policy, plan document, and/or applicable law. Thus, there may be an instance in which a part-time employee is eligible for one or more of these benefits.

### **2.1.6 Temporary Employees**

An employee who is hired for a particular project or job of limited or definite duration is considered a temporary employee. A temporary employee is not eligible to earn, accrue, or participate in any School benefits program, except as otherwise required by law.

An employee will not change from one status to any other status or classification simply because of the number of hours that the employee is scheduled to work or the length of time spent as an employee. The status of a temporary employee may change only if the employee is notified of the change in status, in writing, by Human Resources.

## **2.2 Job Duties**

Your school leader will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects or to assist with other work necessary or important to the operation of your department or the School. Your cooperation and assistance in performing such additional work is expected.

The School reserves the right, at any time, with or without notice, to transfer, demote, suspend, administer discipline, change job responsibilities, and change the terms and conditions of employment at its sole discretion.

## **2.3 Payment of Wages**

Exempt staff is paid on the 26<sup>th</sup> of each month.

All other employees are paid semi-monthly, on the 10<sup>th</sup> and 26<sup>th</sup> of each month. If a payday falls on a weekend or holiday, employees will be paid on the preceding workday. Employees are required to report any overpayment of wages to the Director of Finance. Any discrepancies or shortages in the calculation of wages should be reported as soon as possible after payday.

## **2.4 Overtime**

All non-exempt employees are required to obtain approval from their supervisor prior to working overtime. Failure to obtain such approval may subject an employee to discipline, up to and including termination. Overtime compensation will be paid in accordance with all state and federal laws. Exempt employees are not entitled to overtime.

**2.5 Workday and Workweek**

For purposes of calculating overtime, the School’s standard workweek begins on Sunday at 12:01 a.m. and ends on Sunday at 12:00 a.m. (midnight). The School’s standard workday is 12:01 a.m. to 12:00 a.m. (midnight) each day.

**2.6 Meal and Rest Periods**

The School prioritizes compliance with California’s meal and rest period laws. All non-exempt (hourly) employees are required to abide by these requirements.

**2.6.1 Meal Periods**

All non-exempt employees must take an uninterrupted meal period of at least 30 minutes each day they work more than 5 hours in accordance with this policy. Further, all non-exempt employees must take a second uninterrupted meal period of at least 30 minutes each day they work more than 10 hours in accordance with this policy.

Employees must begin their first meal period within five hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her meal period no later than 12:00 p.m. (noon). Further, employees must begin their second meal period (if applicable) within ten hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her second meal period no later than 5:00 p.m.

An employee who works five to six hours may waive, in writing, his or her right to a first meal period on that workday. Further, an employee may waive his or her right to a second meal period as long as the employee does not work more than 12 hours and did not waive his or her first meal period. The School offers written Meal Period Waiver Agreements that govern an employee’s entire employment, which are voluntary and may be revoked at any time, to document the employee’s waiver of first and second meal periods.

Employees are eligible for the following number of meal periods:

Length of	# of Meal	Explanation
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## Employee Handbook

Workday in Hours	Periods	
0 to ≤ 5	0	An employee who works 5 hours or less in a workday is not entitled to a meal period.
> 5 to ≤ 10	1	An employee who works more than 5 hours in a workday, but who does not work more than ten hours in a workday, is eligible to take a 30-minute uninterrupted meal period, <i>unless the employee works six or fewer hours and voluntarily waives his or her first meal period.</i>
> 10	2	An employee who works more than ten hours in a workday is eligible to take a second uninterrupted 30-minute meal period, <i>unless the employee works 12 or fewer hours, did not waive the first meal period, and voluntarily waives his or her second meal period.</i>

Employees must take their meal periods according to the following schedule:

Which Meal Period	When
First Meal Period	An employee's <u>first meal period</u> must begin within 5 hours of starting work (in other words, by the end of the fifth hour of work <u>or</u> 5 hours and 0 minutes on the clock). By way of example, if an employee clocks in <b>8:00 a.m.</b> , then the employee must clock out and start his or her meal period no later than <b>1:00 p.m.</b>
Second Meal Period	An employee's <u>second meal period</u> must begin within ten hours of starting work (in other words, by the end of the tenth hour of work <u>or</u> 10 hours and 0 minutes on the clock). By way of example, if an employee clocks in <b>8:00 a.m.</b> , then the employee must clock out and start his or her second meal period no later than <b>6:00 p.m.</b>

During meal periods, employees are absolutely prohibited from performing work of any kind or any amount. Employees are excused from all duties and are free to leave the premises. Employees must record the exact start and stop times of each meal period through the School's timekeeping system so that the School may monitor time records for compliance. Employees may not join together required meal periods to take a longer break.

### 2.6.2 Rest Periods

All non-exempt employees are authorized, permitted, and strongly encouraged to take a 10-minute paid rest period for every 4 hours worked or major fraction thereof. Ordinarily, this amounts to two 10-minute rest periods per 8-hour workday.

Employees are eligible for the following number of rest periods:

Length of Workday in Hours	# of Rest Periods	Explanation
0 to < 3.5	0	An employee who works less than 3.5 hours in a workday is not entitled to a rest period.
≥ 3.5 to ≤ 6	1	An employee who works 3.5 hours in a workday but who does not work more than 6 hours in a workday is eligible to take one rest period.
> 6 to ≤ 10	2	A non-exempt employee who works more than 6 hours in a workday but who does not work more than 10 hours in a workday is eligible to take two rest periods.
> 10 to ≤ 14	3	A non-exempt employee who works more than 10 hours in a workday but who does not work more than 14 hours in a workday is eligible to take three rest periods.

Employees who work more than 14 hours may be eligible to additional rest periods. Please contact Human Resources for more information.

Whenever practicable, non-exempt employees should take their rest periods near the middle of each four-hour work period. Non-exempt employees may not accumulate rest periods or use rest periods as a basis for starting work late, leaving work early, or extending a meal period. Because rest periods are paid, non-exempt employees should not clock out for them. Employees are free to leave the premises during rest periods.

### 2.6.2 Daily Meal Period and Rest Period Reporting Form

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to his or her supervisor and complete a Daily Meal Period and Rest Period Reporting Form. The employee must fill out all fields on the form, including providing a thorough explanation for the non-compliant meal or rest period. The employee must complete and turn in this form to his or her supervisor on the same workday that he or she experienced the non-compliant meal or rest period. Supervisors are responsible for ensuring that Human Resources receives these forms no later than the end of the workday following the workday on which the reportable issue occurred.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to

refuse an “authorized” meal period at the time provided by the School), the employee is not entitled to premium pay (one additional hour at the employee’s regular rate of compensation or straight time). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a client call or meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay. Employees must report the reason for the non-compliant meal or rest period on the Daily Meal Period and Rest Period Form.

### **2.6.3 Responsibilities**

Non-exempt employees are required to take their meal and rest periods in accordance with this policy. If you encounter any challenges with taking meal or rest periods in accordance with this policy, please immediately contact your supervisor or Human Resources.

Supervisors may not pressure or coerce employees to take late, short, or interrupted meal and rest periods or to skip their meal and rest periods.

### **2.6.4 Discipline**

Failure to comply with the School’s policy regarding meal and/or rest periods can lead to discipline, up to and including termination.

## **2.7 Timekeeping**

To ensure compliance with all applicable laws, non-exempt employees must accurately record all hours worked. This means they must clock in and out whenever they begin, cease, or resume working during the course of a workday. While you need not clock out and in during your rest periods, you must clock out and in during your meal periods. Under no circumstances may one employee clock in or out for another employee. Exempt employees may also be expected to record their time worked and report absences from work due to personal needs or illness.

If instructed by your supervisor, you will be expected to record time worked on a timesheet for each pay period. Recording inaccurate time on your timesheet or recording time on another employee’s time sheet is a violation of the School policy and may result in discipline, including immediate termination. Working “off the clock” or failing to record all time worked is strictly prohibited. Falsification of any timecard may result in disciplinary action, up to and including termination.

## **2.8 Personnel Records**

To keep our personnel records accurate and to comply with state and federal laws, you must notify Human Resources immediately of any change(s) in the following personnel information:

- Your name (whether by marriage or otherwise).

- Your home address and telephone number.
- Whom to inform in case of an emergency, including names and home and work telephone numbers and addresses.
- Withholding tax information (your marital status and correct number of dependents).
- Change of beneficiary on group life insurance.
- The completion of education or changes in certification.

### **2.9 Employee References**

All requests for references must be directed to Human Resources or the Executive Director. No other manager, supervisor, or employee is authorized to release references for current or former employees. The School's policy as to references for employees who have left the School is to disclose only the dates of employment and the title of the last position held. If you authorize disclosure in writing, the School will also provide a prospective employer with the information on the amount of salary or wage you last earned.

### **2.10 Performance Evaluations**

Employees will receive periodic performance evaluations. Your school leader will conduct the evaluation and discuss it with you. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations should help you become aware of your progress, areas for improvement, and objectives or goals for future work performance.

Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you and discussed with you by your school leader and that you are aware of its contents.

The School's provision of performance evaluations does not alter the at-will employment relationship. Nothing in this policy shall limit the right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Failure by the School to evaluate the employee will not prevent the School from transferring, demoting, disciplining, or terminating an employee. Employment is at the mutual consent of the employee and the School. Accordingly,

either the employee or the School can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

### **2.11 Conflicts of Interest**

While employed by the School, employees owe a duty of loyalty to the School and are required to avoid any situation that presents an actual or potential conflict of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the School's business dealings. For purposes of this policy, "relatives" are defined to include spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Instances where an actual or potential conflict of interest may arise include, but are not limited to, the acceptance of gifts, engaging in outside activities, and personal and familial relationships.

Notwithstanding this policy, if an employee is a "designated employee" under the Board's Conflicts of Interest Code (adopted pursuant to the Political Reform Act), then the employee must comply with those provisions in addition to this policy.

#### **2.11.1 Gifts**

Improper personal gain may result not only where an employee or relative has a significant ownership interest in a company with which the School does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the School. The receipt of occasional flowers, candy or gifts worth less than \$250.00 from clients, customers, or vendors fall outside the intent of this policy and acceptance of such items is permissible. However, employees must obtain written approval from Human Resources before accepting any item worth in excess of \$250.00 from clients, customers, or vendors.

#### **2.11.2 Outside Activities**

Employees may not engage in any outside activity, including outside employment, which presents an actual or potential conflict of interest. Such outside activities must not affect the employee's work hours, interfere or conflict with the employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the employee's job performance. If you believe it is possible that a potential conflict of interest exists, please obtain written approval that confirms such outside activity does not create an actual or potential conflict of interest from the Executive Director before engaging in outside activity.

Employees also may not use the School's name, logo, supplies, equipment, or other property in connection with any outside activities. If you have any questions regarding the potential impact of any outside activities, including outside employment, please contact Human Resources prior to engaging in such activity.

#### **2.11.3 Personal and Familial Relationships**

Employees have an obligation to place the School's interests before their own and to exercise good judgment on behalf of the School. Personal involvement with a competitor, customer, vendor, supplier, or subordinate employee of the School, which impairs an employee's ability to exercise good judgment on behalf of the School, creates an actual or potential conflict of interest. An employee involved in any such relationship must immediately and fully disclose the circumstances to Human Resources for a determination as to whether a conflict exists. If an actual or potential conflict of interest exists, the School will take appropriate corrective action according to the circumstances, up to and including termination.

Relatives of employees may be eligible for employment with the School only if the individuals involved do not work in a direct supervisory relationship or in job positions in which an actual or potential conflict of interest could arise. Current employees who marry will be permitted to continue working in the same job positions held only if they do not work in direct supervisory relationship with one another or in job positions involving conflicts of interest. If relatives are found to be employed in any of these prohibited job positions, the School will take action to eliminate the conflict, including possibly requiring one or both employees to accept a transfer to another position or to resign.

Failure to comply with the Conflicts of Interest Policy may result in disciplinary action, up to and including termination.

### **2.12 Discipline**

Inappropriate conduct, such as violation of School policies and rules and/or poor performance, may warrant disciplinary action. Under appropriate circumstances, the School may subject an employee to a range of disciplinary action that includes, but is not limited to, verbal warnings, written warnings, suspension, or termination. The system is not formal, and the School may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including immediate termination of employment. The School's use of varying forms of discipline does not alter the at-will employment relationship in any way. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

### **2.13 Voluntary Termination**

Although employment with the School is at-will, the School requests that an employee who intends to voluntarily leave his or her employment with the School provide appropriate written notice to their supervisor or Human Resources. This advance notice will provide your supervisor adequate time to complete the termination process and ensure a smooth transition for your departure from the School. All School-owned property (laptops, cell phones, student files, student grades and work product, lesson plans, keys, files, identification badges, credit cards, etc.) must be returned immediately upon termination of employment.

Except as otherwise provided by law, an employee who fails to report to work for three or more consecutively scheduled workdays without notice to, or approval by his or her

supervisor, will, in most cases, be deemed to have voluntarily terminated his or her employment with the School.

### **3. STANDARDS OF CONDUCT**

#### **3.1 Prohibited Conduct**

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare, and the School's operations also may be prohibited. Violation of the following standards may result in disciplinary action, up to and including immediate termination:

- Falsification of employment records, employment information, or other School records. This includes making false statements or omitting material information in the application procedure for employment.
- Falsifying any time record.
- Theft, damage, or destruction of any School property or the property of any employee or student.
- Removing or borrowing School property without prior authorization.
- Unauthorized use of School equipment, time, materials, or facilities.
- Provoking a fight or fighting during working hours or on School property.
- Participating in horseplay on School time or on School premises.
- Carrying firearms or any other dangerous weapons on School premises at any time.
- Causing, creating, or participating in a disruption of any kind during working hours on School property.
- Insubordination, including, but not limited to, failure or refusal to obey the legitimate orders or instructions of a supervisor or administrator, or the use of abusive or threatening language toward a supervisor or administrator.
- Using abusive, profane, threatening, indecent, or foul language and/or having inappropriate physical contact with students, parents, or other employees at any time on School premises.
- Unreported absences.
- Failure to observe working schedules, including meal and rest periods.

- Sleeping or malingering on the job.
- Working overtime without authorization or refusing to work assigned overtime.
- Working “off the clock” or failing to record or report all hours worked.
- Failing to keep confidential information pertaining to parents, students, or vendors.
- Violation of any safety, health, security, or other School policies, rules, or procedures.
- Committing a fraudulent act or a breach of trust under any circumstances.
- Engaging in unlawful harassment, discrimination, or retaliation.
- Making false or malicious statements about any employee, parent or student, or about the School.
- Poor personal hygiene and grooming habits unless otherwise protected by law.
- Gambling of any type on School premises.
- Violation of the Drug and Alcohol Abuse Policy, including, but not limited to, refusing to submit to a drug/alcohol test mandated by the School.
- Unauthorized use of cameras or other recording devices on School premises.
- Intentionally supplying false information in order to obtain a leave of absence or other benefits from the School.
- Poor attendance, including, but not limited to, habitual tardiness and/or absenteeism, leaving early without permission, absence from work without permission, and abuse of time during work hours, to the extent permitted by law.
- Unsatisfactory work performance.
- Unfit for service, including the inability to appropriately instruct or associate with students.
- Performing unauthorized work on School time.

- Failure to observe designated areas limiting eating, drinking, or other activities.
- Smoking or using tobacco products on School property.

This statement of prohibited conduct does not alter the School's policy of at-will employment. The School and you retain the right to terminate the employment relationship at any time, with or without reason or advance notice.

### **3.2 Employee-Student Relations Policy**

#### **3.2.1 Boundaries Defined**

For the purposes of this policy, the term "Boundaries" is defined as acceptable professional behavior by employees while interacting with a student. Trespassing beyond the Boundaries of a student/teacher or student/educator relationship is deemed an abuse of power and a betrayal of public trust.

#### **3.2.2 Unacceptable and Acceptable Behavior**

Some activities may seem innocent from an employee's perspective, but some of these can be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between employees and students but to prevent relationships that could lead to, or may be perceived as, misconduct.

Employees must understand their own responsibilities for ensuring that they do not cross the Boundaries as written in this policy. Disagreeing with the wording or intent of the established Boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the charter mission of academic excellence, employee-student interaction has Boundaries regarding the activities, locations, and intentions.

The following is an illustrative list of unacceptable behavior, which includes, but is not limited to:

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of ANY kind
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from the School
- Making, or participating in, sexually inappropriate comments

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- Sexual jokes or jokes/comments with sexual double entendre
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from School or School activities without parental permission
- Being alone in a room with a student at the School with the door closed
- Allowing students in your home without signed parent permission for a preplanned and precommunicated educational activity that must include the presence of another educator, parent, or other responsible adult
- Remarks about the physical attributes or physiological development of anyone
- Excessive attention toward a particular student
- Sending e-mails, text messages, instant messages, social media messages, or letters to students if the content is not about School activities and not in accordance with applicable School policies or in violation of the School's Social Media Policy
- Being "friends" with a student on any personal or non-School social media website
- Communicating with students or parents/guardians in violation of the School's Social Media Policy
- Engaging in inappropriate and/or unprofessional communications with students on School social media
- Using profanity with or to a student
- Involving students in non-educational or non-school related issues, including, but not limited to, the employee's employment issues

The following is an illustrative list of acceptable and recommended behavior, which includes, but is not limited to:

- Obtaining parents' written consent for any after-school activity on or off campus (exclusive of tutorials)
- Obtaining formal approval (School and parental) to take students off School property for activities such as field trips or competitions
- E-mails, text messages, phone conversations, and other communications to and with students must be professional and pertain to School activities or classes, and communication should be initiated via School-based technology and equipment
- Keeping the door open when alone with a student
- Keeping reasonable space between you and students
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Asking for advice from senior staff or administrators (such as Human Resources or the Executive Director) if you find yourself in a difficult situation related to Boundaries
- Involving your supervisor if conflict arises with a student
- Informing Human Resources or the Executive Director about situations that have the potential to become more severe
- Making detailed notes about an incident that could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of students and/or coworkers
- Asking another employee to be present if you will be alone with any student who may have severe social or emotional challenges
- Asking another employee to be present, or within close supervisory distance, when you must be alone with a student after regular School hours
- Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high five's, and handshakes
- Keeping your professional conduct a high priority during all moments of student contact

- Asking yourself if any of your actions that go contrary to these provisions are worth sacrificing your job, your career, and the reputation of the School

### **3.2.3 Reporting Violations**

When any employee, parent, or student becomes aware of an employee having crossed the Boundaries specified in this policy, he or she must promptly report the suspicion to Human Resources or the Executive Director. All reports shall be kept as confidential as possible. Prompt reporting is essential to protect students, the suspected employee, any witnesses, and the School as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses Boundaries or any situation in which a student appears to be at risk for sexual abuse.

### **3.2.4 Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any teacher or child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. Employees may, but are not required to report such incidents to Human Resources and the Executive Director. Reporting such incidents to Human Resources and the Executive Director does not relieve the employee of responsibility to also immediately report such incidents to the appropriate child protective agency by telephone and to send a written report thereof within thirty-six (36) hours. However, employees may work cooperatively to report the incidents and to file one written report. Employees who have any questions about these reporting requirements should contact Human Resources.

### **3.2.5 Investigating**

The Executive Director will promptly investigate any allegation of a violation of the Employee-Student Relations Policy, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances, unless the allegation also constitutes a reportable allegation under California Penal Code section 11166. In the event the allegation also constitutes such a reportable allegation, the Executive Director shall comply with the legal requirements of immediately reporting the allegation to a child protective agency and shall follow up such report with a written report with thirty-six (36) hours.

If the allegation is only a violation of the Employee-Student Relations Policy, but not a violation of California Penal Code section 11166, the Executive Director or other appropriate administrator shall conduct an investigation as set forth above. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, will protect the privacy interests of any affected student(s) and/or employee(s), including any potential witnesses, to the fullest extent possible.

### **3.2.6 Violations**

Violations of this policy may result in disciplinary action, up to and including termination. When appropriate, violations of this policy may also be reported to authorities for potential legal action.

### **3.3 Solicitations, Distributions, and Access**

In order to maintain and promote efficient operations, discipline, and security, the School maintains rules applicable to all employees that govern solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should immediately consult with his or her supervisor. These rules are:

1. No employee shall sell merchandise or solicit or promote support for any cause or organization during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes meal and break periods.

2. No employee shall distribute or circulate any written or printed material, other than those approved by management for business purposes, in work areas at any time or during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in this section, working areas excludes designated meal and break rooms.

3. No employee shall enter or remain in School work areas for any purpose except to report for, be present during, and conclude a work period. Non-exempt employees must not begin work and clock in at his or her working area more than 10 minutes before they are scheduled to begin and must stop work and clock out from his or her work area no later than 10 minutes after their work scheduled for the day is completed. Work area does not include School parking lots, gates, or other similar outside areas unless an employee is assigned to work in such areas.

4. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on School property.

5. Non-employees must sign in at the front office before entering School property.

Violations of this policy may result in disciplinary action, up to and including termination.

### **3.4 Drug and Alcohol Abuse Policy**

Our employees are our most valuable resource, and their own health and safety are therefore serious concerns. We will not tolerate any drug or alcohol related conduct that imperils the health and well-being of our employees. Further, the use of illegal drugs and abuse of controlled substances is inconsistent with law abiding behavior expected of all citizens. Employees who use illegal drugs or abuse other controlled substances or alcohol tend to be less productive, less reliable, and prone to greater absenteeism resulting in the potential for increased cost and risk.

We believe our employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs. Employees who abuse alcohol or drugs are a danger to themselves and to other employees. We are therefore committed to maintaining a safe and healthy workplace free from the influence of alcohol and drugs. We hope all employees will join with us in achieving our goal of a safe and productive drug-free workplace.

For purposes of this policy, “illegal drugs” includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, marijuana (including medicinal marijuana), and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). “Drug paraphernalia” means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. “Under the influence” means that the employee is affected by alcohol and/or illegal drugs in any detectable manner.

The School prohibits the following:

- Use, possession, manufacture, distribution, dispensation, purchase, or sale of alcohol (if unauthorized), illegal drugs or drug paraphernalia on the School’s premises, while on School business or during working hours;
- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on the School’s premises;
- Being under the influence of alcohol (if unauthorized) or illegal drugs on the School’s premises, while on School business or during working hours;
- Refusing to submit to an inspection or testing when requested by management;
- Conviction under any criminal drug statute for a violation occurring in the workplace;
- Failure to keep all prescribed medicine in its original container, which identifies the drug, date of prescription, and the prescribing doctor.

In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to

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your supervisor or Human Resources. Your supervisor or Human Resources will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety, other employees, and students.

This policy will not be construed to prohibit the use of alcohol at social or business functions sponsored by the School where alcohol is served or while entertaining clients and prospective clients of the School. However, employees must remember their obligation to conduct themselves appropriately at all times while at School-sponsored functions or while representing the School.

The School may at times conduct unannounced searches of School property for alcohol, illegal drugs, drug paraphernalia, and/or unauthorized controlled substances or to ensure compliance with any other School-related policy. This may include desks, storage areas, and rooms normally used to store employees' personal property. As a result, employees do not have an expectation of privacy in this regard.

Violation of this Drug and Alcohol Abuse Policy may result in disciplinary action, up to and including termination, at the School's sole discretion.

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Compliance with this Drug and Alcohol Abuse Policy is a condition of employment at the School. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection, or follow any prescribed course of substance abuse treatment will result in discipline, up to and including termination.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, the School may report such illegal drug activities to an appropriate law enforcement agency.

The School may require a test by intoxilator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom the School reasonably suspects of using, possessing, or being under the influence of a drug or alcohol.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. The School shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized.

Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

### **3.5 Schedule and Working Hours**

Generally, the School's hours of school operation are 7:30 a.m. to 4:30 p.m., Monday through Friday. All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. The Executive Director or your supervisor will assign your individual work schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short-term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, ready to work. If you need to modify your schedule, request the change with Human Resources or your supervisor. All schedule changes or modifications must be approved by the Executive Director.

### **3.6 Punctuality and Attendance**

Each of our employees plays an important role in getting the day's work done. Therefore, each employee is expected to be at his or her work station on time each day and to remain there throughout his or her scheduled hours. Tardiness, even for good reasons, is disruptive to our operations and interferes with our ability to satisfy our students' needs. Excessive tardiness, excused or unexcused, can result in discipline, up to and including termination, to the extent allowed by applicable law.

If you are going to be late for work for any reason, please personally notify Human Resources as far in advance as possible and in any case no less than two hours before your shift starts so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, please notify Human Resources as soon as possible. Because voice mail messages may go unheard for significant periods of time, leaving a voice mail message is not a sufficient method of notifying Human Resources—you must personally contact Human Resources in a timely manner. If you are required to leave work early, you must also personally contact Human Resources and obtain his or her permission. If you are a teacher and will be late or absent, you must follow all applicable substitute teacher policies and procedures.

As an employee of the School, you are also expected to be regular in attendance. Any absence causes problems for those whom you serve and your fellow employees as well as your supervisor. When you are absent, others must perform your workload, just as you must assume the workload of others who are absent. Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal and rest periods when appropriate or when required to leave on authorized School business. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided. Absent extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work. All absences

must be reported on Aesop: [www.aesoponline.com](http://www.aesoponline.com). Lesson plans for anticipated and unanticipated absences should be prepared in advance and at the beginning of the school year and may be uploaded on the absence system. If an absence occurs in an emergency situation, the staff member is expected to also notify Human Resources and their School Director.

Excessive, unexcused absenteeism will not be tolerated and, to the extent allowed by applicable law, may result in disciplinary action, up to and including termination.

Except as otherwise provided by law, if you fail to report for work without any notification to Human Resources and your absence continues for a period of three consecutively scheduled workdays, the School will, in most cases, consider that you have abandoned your employment and have voluntarily resigned.

### **3.7 Personal Standards**

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, clean, tasteful and professional appearance at all times to the extent permitted by applicable law. Employees should wear clothing appropriate for the nature of our business and the type of work performed. All certificated employees must distinguish themselves as teachers on campus and wear professional/appropriate business clothing. P.E. Certificated staff may wear appropriate sportswear. Supervisors may issue more specific guidelines. Generally, however, employees may not wear jeans except on permitted days only.

### **3.8 Confidential Information**

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, all parent and student information, parent and student lists, lesson plans, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. Personal, private information about other employees and personnel matters are also confidential, if learned as a part of the employee's job performance.

The School prohibits audio or video recordings in the workplace, during working hours, without authorization of the School due to privacy and confidentiality concerns and protections.

The School devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of the School you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by the School. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole benefit of the School, either during the term of your employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization. Any

and all trade secrets or confidential information shall be returned to the School during extended leaves of absence or upon termination of employment.

During your employment with the School, you will not be permitted nor required to breach any obligation to keep in confidence proprietary information, knowledge, or data acquired during your former employment. You must not disclose to the School any confidential or proprietary information or material belonging to former employers or others.

Although some written and electronic materials owned by the School may be considered to be public records, employees must refer any person seeking School records or information to Human Resources for handling.

Failure to comply with this policy may result in disciplinary action, up to and including termination.

### **3.9 Computer Usage and Privacy**

Every user who is provided access to the School's Communications Systems is responsible for using the Communications Systems in accordance with this policy. Any questions about this policy should be addressed to Human Resources.

#### **3.9.1 Definitions**

The School's electronic communications systems ("Communications Systems") includes, but is not limited to, computers, laptops, e-mail, telephones, cellular phones, tablets, PDAs, text messaging, instant messaging, video conferencing, voice mail, facsimiles, and connections to the Internet and other internal or external networks.

#### **3.9.2 Ownership and Conditions of Use**

The Communications Systems is the property of the School. It has been provided by the School for the sole purpose of conducting School-related business as well as other business that is approved by the Executive Director of the School. All communications and information transmitted by, received from, or stored in these systems are School records and the property of the School.

Electronic communications are a means of business communication. The School requires all users to conduct themselves in a professional manner. Users should conduct all electronic communications with the same care, judgment, and responsibility that they would use when sending letters or memoranda written on School letterhead. Special care must be taken when posting any information on the Internet because of the potentially broad distribution of and access to such information.

To protect the integrity of the School's Communications Systems and the users thereof against unauthorized or improper use of these systems, the School reserves the right, without notice, to limit or restrict any individual's use, and to inspect, copy, remove, or delete

any unauthorized use of its Communications Systems upon authorization of the Executive Director or his or her delegatee. The School also reserves the right periodically to monitor the use of its Communications Systems and to access users' voice mail, Internet access, and e-mail for that purpose or any other business related purpose upon authorization of the Executive Director or his or her delegatee.

Erasing an e-mail message from a mailbox does not necessarily erase all copies of the message on the network. Archived copies may be stored for substantial periods of time and are subject to the provisions of this policy regarding content, review, access, and disclosure.

Users are required to comply with the School's Computer Usage and Privacy Policy and agree to be bound by this policy by using the School's Communications Systems.

### **3.9.3 Confidentiality and Privileges**

Information stored on the Communications Systems is intended to be kept confidential within the School. The School has taken all reasonable steps to assure confidentiality and security. Like other means of communication, however, it is not possible to guarantee complete security of electronic communications either within or outside the School, and care should be exercised when sending or receiving sensitive, privileged, or confidential information electronically. For example, information sent through the Internet can be monitored by external systems en route to its final destination. All users must keep this in mind when forwarding sensitive, confidential, and/or privileged information. Where appropriate, this fact should be disclosed to outside contacts.

### **3.9.4 Prohibited Use**

Users are prohibited from using the Communications Systems for any unauthorized or unlawful purpose, including, but not limited to, the following:

Users of the Communications Systems are strictly prohibited from using the Communications Systems to deliver a message that is harassing or offensive on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations. The School has policies against discrimination, harassment, and retaliation, and those policies apply to the use of the Communications Systems.

Users are prohibited from using the Communications Systems for transmitting or making accessible annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of information of others.

Users are prohibited from using the Communications Systems to transmit, display, store, publish, or purposely receive any pornographic, obscene, or sexually explicit material.

Users must respect all copyrights and licenses to software and other online information, and may not upload, download, or copy software or other material through the Communications Systems without the prior written authorization of the Executive Director of the School.

Users must not alter, copy, transmit, or remove School information, proprietary software, or other files without proper authorization from the School.

Users are prohibited from reading, copying, recording, or listening to messages and information delivered to another person's e-mail and voice mail mailboxes without proper authorization from the Executive Director or his or her delegatee. Anyone who receives an electronic communication for which he or she is not the intended recipient must immediately inform the sender that the message was sent improperly and must delete the message from their e-mail and voice mail mailboxes.

### **3.9.5 Access and Disclosure**

The Communications Systems is provided solely for the purpose of conducting the School business. Incidental and occasional personal use of the Communications Systems is permitted, but such communications must not disrupt School business, and users do not have any expectation of personal privacy in any matters stored in, created, received, or sent over the Communications Systems.

The School, as owner of the Communications Systems, to protect the integrity of its systems from unauthorized or improper use upon authorization of the Executive Director or his or her delegatee, to monitor, access, retrieve, download, copy, listen to, or delete anything stored in, created, received, or sent over its Communications Systems without the permission of or prior notice to any user.

Although the School entrusts you with the use of voice mail, e-mail, computer files, software, or similar School property, you should keep in mind that these items have been installed and maintained at great expense to the School and are only intended for business purposes. At all times, they remain School property. Likewise, all records, files, software, and electronic communications contained in these systems also are School property. You are advised that electronic files, records, and communications on School computer systems, electronic communication systems, or through the use of School telecommunications equipment are not private. Although they are a confidential part of School property, you should not use this equipment or these systems for confidential messages. The use of passwords to limit access to these systems is only intended to prevent unauthorized access to voice mail, e-mail, and computer systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by School personnel for any number of business reasons. As a result, employees do not have an expectation of privacy in this regard. Accordingly, these systems and

equipment should not be used to transmit personal messages, except in necessary situations or when exceptions are specifically sanctioned by management. Voice mail messages and e-mail messages should be routinely deleted when no longer needed. The School is not responsible for costs incurred when employees use School telephones or e-mail systems for personal matters.

You should be advised to use voice mail and e-mail as cautiously as you would use any more permanent communication medium such as a memorandum or letter. You should realize that e-mail messages:

- May be saved and read by third parties.
- May be retrieved even after “deletion.”
- May be accessed by authorized service personnel.
- May be examined by management without notice for business purposes.

There will be times when the School, in order to conduct business, will utilize its ability to access your e-mail, voice mail, computer files, software, or other School property. The School also may inspect the contents of your voice mail, e-mail, computers, computer files, or software to monitor job performance, for training or quality control purposes, or when the School suspects that School property is being used in an unauthorized manner.

The School reserves the right to use and disclose any electronic non-privileged communication on its Communications Systems without the permission of or any prior notice to any user, including disclosure to law enforcement officials.

### **3.9.6 Discipline for Violations of Policy**

Any person who discovers misuse of the Internet access or any of the School’s Communications Systems should immediately contact Human Resources or the Executive Director of the School. Any user who violates any part of this policy will be subject to discipline, up to and including immediate termination.

### **3.9.7 Policy May Be Amended at Any Time**

The pace of technological change and growth in electronic communications is rapid. This policy applies to all present and future electronic communications systems and devices and to improvements and innovations to existing systems and devices and to completely new technologies, devices, and systems. The School reserves the right to amend this policy at any time through an authorized writing from an authorized School representative.

## **3.10 Social Media**

### **3.10.1 Scope**

In light of the explosive growth and popularity of social media technology in today's society, the School has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when you: (1) make a post to a social media platform that is related to the School; (2) engage in social media activities during working hours; (3) use School equipment or resources while engaging in social media activities; (4) use your School e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with the School; (6) interact with School students or parents/guardians of School students (regarding School-related business) on the Internet and on social media sites; or (7) create or use a School-affiliated social media account.

For the purposes of this policy, the phrase "social media" refers to the use of a website or other electronic application to connect with other people as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums. Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets, and other similar devices.

This policy is intended to supplement, not replace, the School's other policies, rules, and standards of conduct. For example, School policies on confidentiality, use of School equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

You are required to comply with *all* School policies whenever your social media activities may involve or implicate the School in any way, including, but not limited to, the policies contained in this Handbook.

### **3.10.2 Standards of Conduct**

You are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of the School's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with the School.

- Do not post confidential information (as defined in this Handbook) about the School, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- While it is acceptable to engage in limited and incidental social media activities at work, such social media activities may not interfere with your job duties or responsibilities. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with the School's background check procedures. Do not "research" job candidates on the Internet or social media websites without prior approval from Administration.
- Be knowledgeable about and comply with the School's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from Administration.
- Always try to be fair and courteous to fellow employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School. Avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you always try to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Never post any information or rumors that you know to be false about the School, fellow employees, students, parents, vendors, customers, suppliers, people working on behalf of the School, or competitors.
- Express only your personal opinions. Never represent yourself as a spokesperson for the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking on behalf of the School and that your views do not represent those of the School, fellow employees, students, parents, vendors, customers, suppliers, or other people working on behalf of the School. It is best to use a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the School."
- Never be false or misleading with respect to your professional credentials.

### **3.10.3 Creating and Using School Social Media**

Employees are only permitted to communicate and connect with students on social media that is owned and operated by the School. Employees are only permitted to communicate and connect with students' parents or guardians regarding School-related matters

on social media that is owned and operated by the School. All communications with parents or guardians regarding School-related matters on non-School or personal social media may result in disciplinary action, up to and including termination. Any communication whatsoever with students on non-School or personal social media may result in disciplinary action, up to and including termination.

The IT Department, in addition to Administration, are responsible for approving requests for School social media, monitoring School social media for inappropriate and unprofessional content, and maintaining the social media account information (including, but not limited to, username and password). The School owns, operates, and controls all School-affiliated social media accounts. The School has final approval over all content and reserves the right to close the social media account at any time, with or without notice. Any unlawful, inappropriate or unprofessional communications may result in disciplinary action, up to and including termination.

To set up social media that is owned and operated by the School in compliance with this policy, employees must adhere to the following procedures:

- Request and obtain permission to create School social media from the Executive Director.
- Contact the IT Department to set up the social media. Provide the IT Department with the username and password that you would like assigned to the account. If you change the username and/or password, you must immediately update this information with the IT Department. Failure to do so may result in disciplinary action, up to and including termination.

Any social media created and/or used in violation of this policy may result in disciplinary action, up to and including termination.

### **3.10.4 Access**

Employees are reminded that the School's various electronic communications systems, including, but not limited to, its electronic devices, computers, telephones, e-mail accounts, video conferencing, voice mail, facsimiles, internal and external networks, computers, cell phones, smart phones, PDAs, tablets, and other similar devices, are the property of the School. All communications and information transmitted by, received from, or stored in these systems are School records.

As a result, the School may, and does, monitor its employees' use of these electronic communication systems, including for social media activities, from time to time. The School may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with the School has engaged in a violation of this, or any other, School policy. As a result, employees do not have a reasonable expectation of privacy in their use of or access to the School's various electronic communications systems.

### **3.10.5 Discipline**

Any violation of this Social Media Policy may result in disciplinary action, up to and including immediate termination.

### **3.10.6 Retaliation Is Prohibited**

The School prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation of a potential violation of this policy. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

### **3.10.7 Questions**

In the event you have any questions about whether a particular social media activity may involve or implicate the School, or may violate this policy, please contact Human Resources.

Social media is in a state of constant evolution, and the School recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each School employee is responsible for using good judgment and seeking guidance, clarification, or authorization *before* engaging in social media activities that may implicate this policy.

## **4. OPERATIONAL CONSIDERATIONS**

### **4.1 Employer Property**

Desks, files, copiers, lockers, and supplies, both office and household, are School property and must be maintained according to School rules and regulations. They must be kept clean and are to be used only for work-related purposes. Employees do not have any expectation of personal privacy in any School property. The School reserves the right to inspect all School property to ensure compliance with its rules and regulations, without notice to the employee and/or in the employee's absence.

Prior authorization must be obtained before any School property may be removed from the premises.

All School property must be immediately returned upon termination of the employment relationship.

### **4.2 Employee Property**

For security reasons, employees should not leave personal belongings of value in the workplace. Employees are responsible for the security of their personal belongings. The School is not responsible for any lost or stolen personal items at work. Upon separation of employment, an employee should remove any personal items at the time they leave the School.

Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination, unless the parties have arranged otherwise.

### **4.3 Security**

The School has property cameras and night supervision of the campuses. Alarm systems are in place and are generally armed nightly and on the weekends or time off. The security of the premises, as well as the welfare of employees and students, requires that you be constantly aware of potential security risks. Therefore, please comply with the following security procedures to ensure a secure workplace. Be aware of persons loitering for no apparent reason (e.g., in parking areas, walkways, entrances/exits, and service areas). If you notice such a person, report it Human Resources, the Executive Director of the School, or your supervisor. Secure your work area when called away from it for any length of time, and do not leave valuable and/or personal articles in or around your work area. Teachers should close blinds, lock doors and secure all technology before leaving the classroom. Doors should be locked when teachers are not in the room during the day. Students should never be in a classroom unsupervised.

### **4.4 Health and Safety**

Every employee is responsible for the safety of himself or herself as well as others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times. In compliance with California law and to promote the concept of a safe workplace, the School maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives.

### **4.5 Smoking Policies**

Smoking is not allowed on School premises. Employees who wish to smoke must limit their smoking to meal and rest periods if taken off premises.

### **4.6 Housekeeping**

All employees are expected to keep their work areas clean and organized. Common areas such as lunchrooms and restrooms should be kept clean by those using them. Please clean up after meals. Dispose of trash properly.

### **4.7 Lactation**

Employees may use their meal and/or rest periods for the purpose of expressing breast milk. If required, a reasonable amount of additional time will be provided. Such additional time will be unpaid.

A private place to express breast milk, other than a toilet, will be provided in close proximity to the employee's work area. The employee's normal work area may be used if

it allows the employee to express milk in private. Please see Human Resources for more information.

### **4.8 Parking**

Employees may use parking facilities as directed by their supervisors. The School is not responsible for any loss or damage to employee vehicles or contents while parked on School property.

### **4.9 Conducting Personal Business**

Employees are to conduct only School business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours. Any employee who violates this policy will be subject to appropriate disciplinary action, up to and including termination.

### **4.10 Employees Who Are Required to Drive**

Employees who are required to drive their own vehicle on approved School business will be required to show proof of a current, valid license and proof of current, effective insurance coverage. To the extent permitted by law, the School retains the right to transfer to an alternative position, suspend, or terminate such employees whose license is revoked or who fails to maintain personal automobile insurance coverage. Employees who drive their own vehicles on approved School business will be reimbursed at the per mile rate established by the Internal Revenue Service. As a condition of employment, employees who drive their own vehicle on approved School business are required to use good judgment.

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving must refrain from using their cell phone while driving unless they are using a hands-free device. Safety must come before all other concerns. Thus, unless an employee is using a hands-free device in a safe-manner, he or she must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is also prohibited.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by the School or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves, students, or others at risk to fulfill business needs.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of his or her employment. As a result, any employee who is charged with a traffic violation or incurs any other form of liability resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability.

Violations of this policy will be subject to disciplinary action, up to and including termination.

### **5. EMPLOYEE BENEFITS/LEAVES**

#### **5.1 Holidays**

Non-exempt employees are not eligible for holiday pay. Exempt employees will receive their regularly scheduled pay during holidays and winter/spring breaks.

#### **5.2 Vacation**

Part-time employees, and temporary employees are not eligible for paid vacation. All other regular full-time employees (as defined in this handbook) will be eligible for vacation starting on the first day of employment. Eligible employees may be entitled to receive up to four (4) days of vacation each year (or 32 hours) on the first day of the school year. For any employee that begins work after the start of the school year, the employee will receive a prorated amount of vacation that will be proportional to the amount of time remaining in the school year. Vacation entitlement of any eligible employee may also be prorated for those employees that work less than a full school year. Vacation will not be earned during any unpaid leave of absence.

Unused vacation time will be paid out at the end of the school calendar year.

For both exempt and non-exempt employees, vacation time may be taken in minimum increments of one hour. If an exempt employee absents himself or herself from work for part or all of the workday, he or she may be required to use available unused vacation to make up for the partial day absence.

All employees must have supervisory approval before taking vacation, which must be requested at least ten business days in advance of the beginning of the anticipated vacation period. Vacations shall be scheduled in such a way as to provide adequate coverage of job responsibilities and staffing requirements. Although the School will attempt to accommodate vacation request to the greatest extent possible, there is not guarantee that any given vacation request will be granted, and the School reserves the right to deny a vacation request based on operational needs of the School. The School reserves the right to schedule vacation time for employees or to compensate employees for available, unused vacation time at any time in its sole discretion.

Employees who terminate their employment for any reason will be paid for any available but unused vacation time in accordance with this policy. Vacation time is paid at the employee's final rate of pay at the time of the employee's separation.

As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise amend this policy at its sole and absolute discretion to the extent allowed by law. Please consult Human Resources with questions regarding this policy.

### 5.3 Sick Leave

The School enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act to provide paid sick leave (“PSL”) to eligible employees.

#### Eligible Employees

All employees (including part-time and temporary) who work more than 30 days within a year in California are allotted PSL as set forth in this policy.

#### Permitted Use

Eligible employees may use their PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee’s family member.

For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

#### Allotment

Eligible employees will be allotted PSL days as follows:

- On July 1 of each school year, all eligible full-time employees will be allotted seven (7) PSL days (56 hours) (July 1-June 30).
- On July 1 each school year, all other eligible employees will be allotted four (4) PSL days (32 hours) (July 1-June 30).

If an employee is hired mid-year or if an employee is not actively employed on July 1 (e.g., because the employee is on a leave of absence), he or she will receive a prorated number of PSL days on his or her first day of employment for use during the remainder of the employee’s first school year of employment. Although pro-rated, any employee that is hired after the start of the school year will receive an allotment of at least three (3) days (24 hours) on his or her first day of employment.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 each year for the following calendar year. Employees may carry over up to 48 hours of unused PSL from the previous year.

### Limits on Use

Eligible employees may use allotted PSL beginning on their first day of employment.

PSL may be taken in minimum increments of one hour. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use PSL to make up for the absence.

### Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable.

### Termination

Employees will not receive pay in lieu of unused PSL. Unused PSL will not be paid out upon termination.

### No Discrimination or Retaliation

The School prohibits discrimination or retaliation against employees for using their PSL.

## **5.4 Bereavement Leave**

When the death of a member of a regular full-time employee's immediate family requires the employee to lose regularly scheduled work to attend a funeral, to make any necessary memorial arrangements, and/or travel to and from the funeral, two consecutive days paid time off will be granted. All other categories of employees are not entitled to paid bereavement leave. The School may request documentation (i.e., copy of the death certificate) to certify the need for such leave.

For the purposes of this policy, "immediate family members" include: mother, father, mother-in-law, father-in-law, persons who have raised the employee, spouse, registered domestic partner, child, grandmother, grandfather, sister, brother, or grandchild.

Bereavement leave as stated above must be approved by the employee's direct supervisor in advance and will not be charged to vacation. Under extenuating circumstances, employees who are not eligible for paid bereavement leave or eligible employees who wish to extend their paid bereavement leave beyond three days may request to do so in advance from their supervisors. In the event that the School approves such an advance request at its discretion, the absence or extended absence will be charged to the employee's vacation. If the employee does not accrue vacation or has used all his or her accrued vacation, the absence of extended absence will be without pay.

### **5.5 Family and Medical Leave**

Eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive), have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence, and are employed at a worksite where there are 50 or more employees of the School within 75 miles.

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use the School's request form, which is available upon request from Human Resources. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

1. the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
2. the care of the employee's spouse, child, parent, or registered domestic partner with a "serious health condition";
3. the "serious health condition" of the employee;
4. the care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
5. any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, or registered domestic partner requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Human Resources.

Family and medical leave may be taken for up to 12 workweeks during the designated 12-month period (with the exception of qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a “rolling twelve months” looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You will be required to use any accrued vacation during unpaid family and medical leave. You will also be required to use any accrued paid sick leave during unpaid family and medical leave that is due to your own or a family member’s serious health condition. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California’s State Disability Insurance plan or Paid Family Leave program) or workers’ compensation insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available vacation and/or paid sick leave.

During a family and medical leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If you do not return to work on the first workday following the expiration of an approved family and medical leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law. In certain circumstances, “key” employees may not be eligible for reinstatement following a family and medical leave. The School will provide written notice to any “key” employee who is not eligible for reinstatement.

If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact Human Resources.

### **5.6 Pregnancy Disability Leave**

The School provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees should make requests for pregnancy disability leave to Human Resources at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider’s statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to the School. Employees returning from pregnancy disability leave must submit a health care provider’s verification of their fitness to return to work.

The School will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a health care provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, the School may require the employee to transfer temporarily to an available alternative position. This alternative position will have equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be required to use any accrued sick time during any unpaid portion of pregnancy disability leave. Employees may also elect to use any accrued vacation time during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and the School may mutually agree to supplement such benefit payments with available vacation and/or sick leave.

Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the School with at least one week's advance notice of the date she intends to return to work.

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceased to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

If you have any questions regarding pregnancy disability leave, please contact Human Resources.

### **5.7 Unpaid Leave of Absence (Medical)**

In an effort to comply with its duty to accommodate employees with qualifying disabilities, the School will provide leaves of absence without pay when an employee is temporarily unable to work due to a mental or physical disability, certified in writing by his or her health care provider, unless such leave would cause an undue hardship to the School. Approved absences of less than two weeks are not treated as medical leaves of absences but

rather as excused absences without pay. Employees granted unpaid medical leave have no right to guaranteed reinstatement.

Unless otherwise required by law, the School does not continue to pay premiums for health insurance coverage for employees on unpaid medical leave. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

### **5.8 Discretionary Unpaid Leave of Absence (Non-Medical)**

The School may grant a discretionary unpaid leave of absence of up to 30 days to employees in certain unusual circumstances. It is important to request any leave in writing as far in advance as possible, to keep in touch with your school leader and Human Resources during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted your supervisor or the School, the School will assume that you do not plan to return and that you have voluntarily terminated your employment.

Unless otherwise required by law, the School does not continue to pay premiums for health insurance coverage for employees on discretionary unpaid leaves of absence. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

### **5.9 Military Leave**

All employees who leave the School for active military service or military reserve duty will be placed on an unpaid military leave of absence. Employees are entitled to reinstatement upon completion of such military service or duty, provided an application for reinstatement is made within 90 days of discharge, or as otherwise provided by law.

You may use accrued vacation time during military leave. Time spent on military leave counts for purposes of determining "length of service." However, you will not accrue vacation or sick leave during military leave.

### **5.10 Jury Duty/Witness Duty**

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits. Either the School or the employee may request an excuse from jury/witness duty if, in the School's judgment, the employee's absence would create serious operational difficulties.

Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any accrued vacation during jury/witness duty leave.

In the event that the employee must serve as a witness within the course and scope of his or her employment with the School, the School will provide time off with pay.

### **5.11 Time Off for Voting**

The School encourages its employees to fulfill their civic responsibilities by participating in elections. Because polls are open from 7:00 a.m. until 8:00 p.m., employees generally are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours and have not requested an absentee ballot, then the School will grant up to two hours of paid time off to vote.

Employees must request time off to vote from their supervisor at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

### **5.12 Emergency Duty/Training Leave**

In California, no employee shall receive discipline for taking time off to perform emergency duty/training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If you are participating in this kind of emergency duty/training, please alert your supervisor so that he or she may be aware of the fact that you may have to take unpaid time off for emergency duty/training. In the event that you need to take time off for emergency duty/training, please alert your supervisor before doing so whenever possible. Time off for emergency training may not exceed 14 days per calendar year.

Emergency Duty/Training Leave is unpaid. You may choose to use your accrued vacation if you wish to receive compensation for this time off, but you are not required to do so.

If you feel you have been treated unfairly as a result of taking or requesting Emergency Duty/Training Leave, you should contact your supervisor or any other manager, as appropriate.

### **5.13 Suspended Pupil/Child Leave**

California law requires employers to provide time off for parents required to visit a child's school when the child has served a period of suspension from school. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present the school's letter, which requests the employee's appearance at the school, to his or her supervisor at least two days before the requested time off. Employees may use accrued vacation while attending a child's school under these circumstances. If not, suspended pupil/child leave will be unpaid.

### **5.14 Leave for Crime Victims and Their Family Members**

If you are the victim—or an immediate family member (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child of a registered domestic partner) of the victim—of a violent felony, serious felony (as defined by the California Penal Code), or felonies related to theft or embezzlement, you are permitted to be absent from work to attend judicial proceedings related to the crime.

You must provide your supervisor with written notification for each scheduled proceeding, unless advance notice is not possible. This time off is unpaid. You may choose to use your accrued vacation, but this is not required.

### **5.15 Military Spouse Leave**

Qualified employees are eligible for up to 10 days of unpaid leave when their spouse or registered domestic partner is on leave from military deployment. A qualified employee is one who regularly works more than 20 hours per week and whose spouse or registered domestic partner is a member of the Armed Forces, National Guard, or Reserves and is on leave from deployment during a period of military conflict.

If you are eligible for such leave, please submit a written request for leave to Human Resources within two business days of receiving official notice that your spouse or registered domestic partner will be on leave from deployment. You will also be required to provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment.

Non-exempt employees must use accrued vacation time in order to receive compensation for this time off. If no vacation time is available, the employee may take this time off without pay. An exempt employee is required to charge any absence of four or more hours under this policy to his or her vacation bank, if any. Otherwise, exempt employees will be compensated to the extent required by applicable law.

### **5.16 School and Daycare Leave**

If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed day care facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of the school or day care facility, to find, enroll or reenroll your child in a school or with a licensed child care provider and/or to address a child care provider or school emergency. You may take no more than eight hours off for this purpose in any one calendar month. Unless it is to address an emergency, you should schedule this time off with your supervisor in advance. You may be asked to provide documentation from the school or day care facility to confirm your attendance at its facility for reasons covered under this policy on the specific date and time that you took the leave. This time off is unpaid. You may choose to use your accrued vacation, but this is not required.

### **5.17 Leave for Domestic Violence, Sexual Assault Victims and Stalking Victims**

If you are a victim of domestic violence, sexual assault, or stalking, you may take unpaid time off to help ensure the health, safety, or welfare of you and/or that of your child. Specifically, you may take such leave for the following reasons:

- (a) To obtain a temporary or permanent restraining order or other court assistance;
- (b) To seek medical attention for injuries caused by domestic violence or sexual assault, or stalking;
- (c) To obtain services from a shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
- (d) To obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
- (e) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking including temporary or permanent relocation.

If you need to take time off for any of the above reasons, you should notify your supervisor in advance, if possible. If your absence is unscheduled, you may be asked to provide documentation, such as a police report, court order, or other evidence that you appeared in court, or documentation from a counselor or domestic violence advocate. Although this leave is unpaid, you may use your accrued vacation or PSL, appropriate, if you wish to receive compensation for this time off.

You may also take unpaid time off to recover from domestic abuse, sexual assault, or stalking pursuant to the School's family and medical leave policy.

The School will engage in a timely, good faith and interactive process to provide reasonable accommodations for employees who are victims of domestic violence, sexual assault or stalking upon request in order to protect the safety of the employee while at work. Such reasonable accommodations may include implementation of safety measures including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock or safety procedures. The School may request certification from the employee requesting the accommodation that the employee is a victim of domestic violence, sexual assault or stalking. The School is not required to provide an accommodation which is an undue hardship on the School's business operations or that interferes with the School's obligation to provide a safe and healthful working environment for all employees.

The School does not tolerate any acts of discrimination, harassment, or retaliation against employees who are victims of domestic violence, sexual assault, or stalking. If you believe you have been the victim of any such act, please contact your supervisor, the Human Resources Department, or any another manager, as appropriate. The School will maintain the

confidentiality of requests for time off due to domestic violence, sexual assault, or stalking to the extent possible and as allowed by law.

### **Right to File a Complaint**

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office.

For more information, contact the Labor Commissioner's Office or visit a local office by finding the nearest one on its website: [www.dir.ca.gov/dlse/DistrictOffices.htm](http://www.dir.ca.gov/dlse/DistrictOffices.htm). The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

### **5.18 Adult Literacy Leave**

Pursuant to California law, the School will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in an adult literacy education. However, you may utilize accrued vacation if you want compensation for this time off. If you do not have accrued vacation available, you will be permitted to take the time off without pay.

### **5.19 Alcohol and Drug Rehabilitation Leave**

Pursuant to California law, the School will reasonably accommodate any eligible employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in an alcohol or drug rehabilitation program. However, you may utilize accrued vacation if you want compensation for this time off. If you do not have accrued vacation available, you will be permitted to take the time off without pay.

This policy in no way restricts the School's right to discipline an employee, up to and including termination of employment, for violation of the School's Drug and Alcohol Abuse Policy.

### **5.20 Civil Air Patrol Leave**

Pursuant to California law, the School will provide unpaid leave to employees who are volunteer members of the California Wing of the Civil Air Patrol and who have been duly directed and authorized to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Employees must be employed for at least 90 days immediately preceding the commencement of leave in order to be eligible.

Employees are required to give the School as much notice as possible of the intended dates upon which the leave would begin and end. The School will restore the employee

to the position he or she held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may utilize accrued vacation.

### **5.21 Leave for Bone Marrow and Organ Donors**

Pursuant to California law, the School will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person; the School will also provide up to 30 business days of paid leave within a one-year period to an employee who donates an organ to another person. The School requires that bone marrow donors use up to five days of available accrued sick or vacation time during the course of the leave. Organ donors must use up to ten days of available accrued sick or vacation time during the course of the leave.

To qualify for this leave, an employee must have been employed for at least 90 days prior to the commencement of the leave and must provide the School with written verification of his or her status as an organ or bone marrow donor and the medical necessity for the donation. During such leave, the School will continue coverage under its group medical insurance plan, if applicable. However, employees must continue to pay their portion of the applicable premiums. Employees should give the School as much notice as possible of the intended dates upon which the leave would begin and end.

## **6. INSURANCE BENEFITS**

### **6.1 Medical Insurance**

Eligible employees may participate in the School's medical insurance plan. Subject to applicable law, there is no guarantee that the School will continue to maintain a medical insurance plan or that the terms and conditions of any such plan will not be changed at any time. Further, in order to continue participation in any such plan, employees may be required to pay a part of the premium. Eligible dependents and spouses of the employee may be eligible to enroll in the medical insurance plan pursuant to the specific terms and conditions of the plan, which ultimately govern all aspects of the employee's eligibility for and participation in the plan.

An "eligible employee" and "an eligible dependent or spouse" are defined by applicable law, including, but not limited to, the Patient Protection and Affordable Care Act and applicable regulations. Please consult the plan documents or Human Resources if you have questions regarding your eligibility.

### **6.2 Disability Insurance**

The School contributes to the State of California to provide you with disability insurance pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when you cannot work because of

illness or injury not caused by employment with the School or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability are available from Human Resources.

### **6.3 Family Temporary Disability Insurance Benefits**

Under California law, eligible employees may participate in the family temporary disability insurance ("FTDI") program, which is part of the state's unemployment compensation disability insurance program. The FTDI program provides up to six weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill child, spouse, parent, or registered domestic partner or to bond with a new child. The FTDI program does not provide job protection or reinstatement rights.

The School will require you to take up to two weeks of accrued but unused vacation prior to your receipt of benefits under the FTDI program.

The program will be administered in a manner consistent with California law. For more information regarding this program, you may contact the California Employment Development Department.

### **6.4 Unemployment Compensation**

The School contributes a significant amount of money each year to the California Unemployment Insurance Fund on behalf of its employees. Under certain circumstances, you may be eligible for unemployment insurance benefits.

### **6.5 Workers' Compensation Insurance**

At no cost to you, you are protected by the School's workers' compensation insurance policy while employed by the School. This policy covers you in case of occupational injury or illness.

**EMPLOYEE HANDBOOK ACKNOWLEDGMENT  
AND AT-WILL AGREEMENT**

ALL EMPLOYEES MUST READ THIS EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO HUMAN RESOURCES WITHIN ONE WEEK OF RECEIPT.

I have received a copy of the School's Employee Handbook. I understand that it is my responsibility to carefully read and understand its contents and I agree to follow the policies stated therein. I agree that the School and I both have the right to terminate my employment at any time, with or without notice, and with or without cause. I further understand that transfers, demotions, suspensions, employee discipline, and changes in the terms and conditions of employment may be administered at the sole and absolute discretion of the School. I understand that I am an at-will employee. I understand that these conditions of my employment may not be modified orally and may only be modified in a writing signed by the Executive Director of the School and me and approved by the Board of Directors.

I understand that nothing in the Handbook is intended, nor should be construed, as a limitation of my right and the School's right to terminate the employment relationship at any time, with or without notice, and with or without cause, or the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that nothing in the Handbook is intended, nor should be construed, to create an implied or express contract of employment contrary to this express at-will agreement or to the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that the School reserves the right to depart from and modify the policies stated in the Handbook at its sole discretion, with the exception of my at-will status and the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment. The foregoing constitutes the entire terms of the agreement between me and the School regarding the duration and at-will nature of my employment and the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Employee

## Phase 2 — Change Year, Trimester 1

Ongoing for all groups: Data analysis and graphing

Final Project: Plan and Design your own mission

### Language Arts

#### Approaching:

- Nouns
  - Common, proper, plural, possessive, pronouns, concrete, abstract
- Verbs
  - Tenses, irregular past tense, action and linking
- Sentence Structure
- Subject/verb agreement
- Story Elements
- Author's Purpose
- Narrative and opinion writing

#### Books:

- True Story of Pocahontas
- Wagon Wheels
- Thanksgiving on Thursday
- Henry Ford's First Race

### Math

#### Approaching:

- Up to 4 digit addition and subtraction with regrouping
- Place value up to 100,000 (expanded, standard, written form)
- Comparing and ordering up to 100,000
- Estimating and rounding to tens and hundreds
- Fact Families (addition, subtraction, multiplication, division)
- Properties of addition
- Adding and subtracting money
- Basic multiplication facts. Arrays, skip counting, equal groups, number line
- Properties of multiplication
- Multi-digit by single digit multiplication
- Finding unknown number, inverse operations

### Social Studies

- Map Skills
- Continents, Oceans, Countries, States, City, Community
- Landforms
- Geographic Terms
- California History and geography
- Native Californians
- Missions

## Phase 2 — Change Year, Trimester 1

Ongoing for all groups: Data analysis and graphing

Final Project: Plan and Design your own mission

### Language Arts

#### At Grade Level:

- Review all types of nouns and verbs
- Subject/Predicate
- Comparative/Superlative adjectives
- Paragraph Structure
- Narrative and Opinion Writing

#### Books:

- Buffalo Before Breakfast
- Magic Tree House— Pilgrims
- Night of the New Magicians

### Math

#### At Grade Level:

- Addition, subtraction with multi-digit numbers to the millions
- Reading, writing, expanding, rounding, decomposing to the millions
- Using arrays, number lines
- Multiplying by 10s
- Multiplication, 4 digit by 1 digit
- 2 by 2 multiplication
- Factors, multiples
- Prime, composite
- In and out tables, patterns
- Properties of multiplication
- Finding an unknown number, inverse operations
- Multi step word problems
- Division with remainders (divisor up to 12, 4 digit dividend)

### Social Studies

- Map Skills
- Continents, Oceans, Countries, States, City, Community
- Landforms
- Geographic Terms
- California History and geography
- Native Californians
- Missions

## Phase 2 — Change Year, Trimester 1

Ongoing for all groups: Data analysis and graphing

Final Project: Plan and Design your own mission

### Language Arts

#### Advanced:

- Review all parts of speech
- Conjunctions
- Compound sentences
- Figurative Language
- Paragraph Structure (3-5 paragraphs)
- Narrative and descriptive writing
- Capitalization and punctuation of titles, commas in a series, addresses
- Plot Structure
- Main Idea, supporting details
- Character analysis, character traits

#### Books:

- Who Was Sacagawea?
- Sign of the Beaver

### Math

#### Advanced:

- Addition, subtraction with multi-digit numbers to the millions
- Reading, writing, expanding, rounding, decomposing to the millions
- 3 by 2 digit multiplication
- Factors, multiples
- Prime, composite
- Prime factorization
- In and out tables, patterns
- Properties of multiplication
- Finding an unknown number, inverse operations
- Multi step word problems
- Division with remainders as fractions, (2 digit divisor, 4 digit dividend)
- Reading and writing decimals, adding and subtracting decimals (money)
- Perimeter and Area
- Begin Fractions

### Social Studies

- Map Skills
- Continents, Oceans, Countries, States, City, Community
- Landforms
- Geographic Terms
- California History and Geography
- Native Californians
- Missions

## Phase 2 — “Travel Year” Trimester 1

Ongoing for all groups: Data analysis and graphing

Final project: Biome Research Project

### Language Arts

#### Approaching:

- Nouns
  - Common, proper, plural, possessive, pronouns, concrete, abstract
- Verbs
  - Tenses, irregular past tense, action and linking
- Sentence Structure
- Subject/verb agreement
- Story Elements
- Author’s Purpose
- Narrative and opinion writing

#### Books:

National Geographic Kids – Tigers (NF)

National Geographic Kids – Dolphins (NF)

Step into Reading – Wild Cats (NF)

Step into Reading – Hungry Plants (NF)

Tigers at Twilight

### Math

#### Approaching:

- Up to 4 digit addition and subtraction with regrouping
- Place value up to 100,000 (expanded, standard, written form)
- Comparing and ordering up to 100,000
- Estimating and rounding to tens and hundreds
- Fact Families (addition, subtraction, multiplication, division)
- Properties of addition
- Adding and subtracting money
- Basic multiplication facts. Arrays, skip counting, equal groups, number line
- Properties of multiplication
- Multi-digit by single digit multiplication
- Finding unknown number, inverse operations

### Science

- Lifecycles (plants and animals)
- Ecosystems/habitats
- Traits/environment
- Biological evolution

## Phase 2 — “Travel Year” Trimester 1

Ongoing for all groups: Data analysis and graphing

Final project: Biome Research Project

### Language Arts

#### At Grade Level:

- Review all types of nouns and verbs
- Subject/Predicate
- Comparative/Superlative adjectives
- Paragraph Structure
- Narrative and Opinion Writing

#### Books:

Andrew Lost in the Jungle

Rainforest Research Guide (NF)

### Math

#### At Grade Level:

- Addition, subtraction with multi-digit numbers to the millions
- Reading, writing, expanding, rounding, decomposing to the millions
- Using arrays, number lines
- Multiplying by 10s
- Multiplication, 4 digit by 1 digit
- 2 by 2 multiplication
- Factors, multiples
- Prime, composite
- In and out tables, patterns
- Properties of multiplication
- Finding an unknown number, inverse operations
- Multi step word problems
- Division with remainders (divisor up to 12, 4 digit dividend)

### Science

- Lifecycles (plants and animals)
- Ecosystems/habitats
- Traits/environment
- Biological evolution

## Phase 2 — “Travel Year” Trimester 1

Ongoing for all groups: Data analysis and graphing

Final Project: Biome Research Project

### Language Arts

#### Advanced:

- Review all parts of speech
- Conjunctions
- Compound sentences
- Figurative Language
- Paragraph Structure (3-5 paragraphs)
- Narrative and descriptive writing
- Capitalization and punctuation of titles, commas in a series, addresses
- Plot Structure
- Main Idea, supporting details
- Character analysis, character traits

#### Books:

The Cricket in Times Square  
The Missing Gator of Gumbo Limbo  
Charlotte's Web

### Math

#### Advanced:

- Addition, subtraction with multi-digit numbers to the millions
- Reading, writing, expanding, rounding, decomposing to the millions
- 3 by 2 digit multiplication
- Factors, multiples
- Prime, composite
- Prime factorization
- In and out tables, patterns
- Properties of multiplication
- Finding an unknown number, inverse operations
- Multi step word problems
- Division with remainders as fractions, (2 digit divisor, 4 digit dividend)
- Reading and writing decimals, adding and subtracting decimals (money)
- Perimeter and Area
- Begin Fractions

### Science

- Lifecycles (plants and animals)
- Ecosystems/habitats
- Traits/environment
- Biological evolution

## Phase 2 — Change Year, Trimester 2

Ongoing for all groups: Data analysis and graphing

Final Project: Science Fair

### Language Arts

#### Approaching:

- Adjectives
- Adverbs
- Subject/predicate
- Compound sentences
- Capitalization of titles, dates
- Writing a summary
- Main idea and details
- Expository writing
- Writing Dialogue
- Non-fiction text features
- Cause and Effect

#### Books:

- Thomas Alva Edison
- Twister on Tuesday
- Twisters and Other Terrible Storms

### Math

#### Ap- proaching:

- **Fractions**
- Identify and modeling fractions
- Part of a group, part of a whole
- Pie, bar, number line fractions
- Benchmark fractions
- Unit fractions
- Comparing with like denominators or numerators or to  $1/2$
- Expressing whole numbers as fractions
- Equivalent fractions
- Decomposing fractions
  
- Measurement
- Telling time to the nearest minutes
- Elapsed time using number line or T-chart
- Length, volume, mass using customary and metric
- Perimeter/Area

### Science

- Scientific Method
- Weather and Climate
- Forces
- Energy
- Light
- Sound
- Motion
- Waves
- Magnets
- Rocks and Fossils, Earth's structure
- Changes to the earth
- Inventors/inventions

## Phase 2 — Change Year, Trimester 2

Ongoing for all groups: Data analysis and graphing

Final Project: Science Fair

### Language Arts

#### At Grade Level:

- Adverbs, conjunctions
- Prefixes, suffixes, root words
- Figurative language
- Dictionary skills
- 3 paragraph essay
- Syllables
- Expository writing
- Cursive, writing a letter
- Inferencing

#### Books:

- Night of the New Magicians
- Who Was Thomas Alva Edison?

### Math

#### At Grade Level:

- **Fractions**
- Unit fractions, parts of a whole, fractions on a number line
- Comparing, ordering with like and unlike denominators/numerators
- Equivalent fractions
- Simplifying fractions
- Adding and subtracting with like and unlike denominators
- Improper/mixed numbers
- Fraction word problems
- Multiplying fractions by a whole number
- Decomposing fractions
- Adding/subtracting mixed fractions
- Fractions as decimals (tenth, hundredth)
- **Measurement**

(see trimester 3)

### Science

- Scientific Method
- Weather and Climate
- Forces
- Energy
- Light
- Sound
- Motion
- Waves
- Magnets
- Rocks and Fossils, Earth's structure
- Changes to the earth
- Inventors/inventions

## Phase 2 — Change Year, Trimester 2

Ongoing for all groups: Data analysis and graphing

Final Project: Science Fair

### Language Arts

#### Advanced:

- Review all parts of speech
- Figurative Language
- Paragraph Structure (3-5 paragraphs)
- Non-fiction text features, structure
- Compare/contrast
- Problem/solution
- Cause/Effect
- Sequencing
- Expository writing
- Summarizing
- Writing dialogue
- Persuasive writing
- Writing a letter
- Prepositions
- Prepositional phrases
- Dictionary Skills
- Analogies
- Prefixes, suffixes, root words

#### Books:

- Thomas Edison

### Math

#### Advanced:

- **Fractions**
- Unit fractions, parts of a whole, fractions on a number line
- Comparing, ordering with like and unlike denominators/numerators
- Equivalent fractions
- Simplifying fractions
- Adding and subtracting with like and unlike denominators
- Improper/mixed numbers
- Fraction word problems
- Multiplying fractions by a whole number
- Decomposing fractions
- Adding/subtracting mixed fractions
- Fractions as decimals (tenth, hundredths, thousandths)
- Multiplying and Dividing fractions
- **Measurement**

(see trimester 3)

### Science

- Scientific Method
- Weather and Climate
- Forces
- Energy
- Light
- Sound
- Motion
- Waves
- Magnets
- Rocks and Fossils, Earth's structure
- Changes to the earth
- Inventors/inventions

## Phase 2 — “Travel Year” Trimester 2

Ongoing for all groups: Data analysis and graphing

Final Project: Create your Own Government/Government Quilt

### Language Arts

#### Approaching:

- Adjectives
- Adverbs
- Subject/predicate
- Compound sentences
- Capitalization of titles, dates
- Writing a summary
- Main idea and details
- Expository writing
- Writing Dialogue
- Non-fiction text features
- Cause and Effect

#### Books:

Jackie Robinson, He Led the Way (NF)

Escape North, The Story of Harriet Tubman (NF)

Civil War on Sunday

### Math

#### Ap- proaching:

- Fractions
- Identify and modeling fractions
- Part of a group, part of a whole
- Pie, bar, number line fractions
- Benchmark fractions
- Unit fractions
- Comparing with like denominators or numerators or to  $1/2$
- Expressing whole numbers as fractions
- Equivalent fractions
- Decomposing fractions
  
- Measurement
- Telling time to the nearest minutes
- Elapsed time using number line or T-chart
- Length, volume, mass using customary and metric
- Perimeter/Area

### Social Studies

- Branches of government
- Laws
- Symbols of America
- The Constitution
- Biographies of famous Americans

## Phase 2 — “Travel Year” Trimester 2

Ongoing for all groups: Data analysis and graphing

Final Project: Create your Own Government/Government Quilt

### Language Arts

#### At Grade Level:

- Adverbs, conjunctions
- Prefixes, suffixes, root words
- Figurative language
- Dictionary skills
- 3 paragraph essay
- Syllables
- Expository writing
- Cursive, writing a letter
- Inferencing

#### Books:

High Time for Heroes (NF)

### Math

#### At Grade Level:

- **Fractions**
- Unit fractions, parts of a whole, fractions on a number line
- Comparing, ordering with like and unlike denominators/numerators
- Equivalent fractions
- Simplifying fractions
- Adding and subtracting with like and unlike denominators
- Improper/mixed numbers
- Fraction word problems
- Multiplying fractions by a whole number
- Decomposing fractions
- Adding/subtracting mixed fractions
- Fractions as decimals (tenth, hundredth)
- **Measurement**

(see trimester 3)

### Social Studies

- Branches of government
- Laws
- Symbols of America
- The Constitution
- Biographies of famous Americans

## Phase 2 — “Travel Year” Trimester 2

Ongoing for all groups: Data analysis and graphing

Final Project: Create your Own Government/Government Quilt

### Language Arts

#### Advanced:

- Review all parts of speech
- Figurative Language
- Paragraph Structure (3-5 paragraphs)
- Non-fiction text features, structure
- Compare/contrast
- Problem/solution
- Cause/Effect
- Sequencing
- Expository writing
- Summarizing
- Writing dialogue
- Persuasive writing
- Writing a letter
- Prepositions
- Prepositional phrases
- Dictionary Skills
- Analogies
- Prefixes, suffixes, root words

#### Books:

Heroes for All Times (NF)

Who was Martin Luther King Jr?  
(NF)

### Math

#### Advanced:

- **Fractions**
- Unit fractions, parts of a whole, fractions on a number line
- Comparing, ordering with like and unlike denominators/numerators
- Equivalent fractions
- Simplifying fractions
- Adding and subtracting with like and unlike denominators
- Improper/mixed numbers
- Fraction word problems
- Multiplying fractions by a whole number
- Decomposing fractions
- Adding/subtracting mixed fractions
- Fractions as decimals (tenth, hundredths, thousandths)
- Multiplying and Dividing fractions
- **Measurement**

(see trimester 3)

### Social Studies

- Branches of government
- Laws
- Symbols of America
- The Constitution
- Biographies of famous Americans

## Phase 2—Change Year, Trimester 3

Ongoing for all groups: Data analysis and graphing

Final Project: Gold Rush Day

### Language Arts

#### Approaching:

- Adverbs
- Prepositions
- Conjunctions
- Dictionary Skills
- Reference Materials
- Research Skills
- Figurative Language
- Writing Dialogue

#### Books:

- Chang's Paper Pony
- Ghost Town at Sundown

### Math

#### Approaching:

- Geometry
- Continue Perimeter/Area
- Additive area
- Shapes and their attributes
- Quadrilaterals/Polygons
- Partitioning Shapes into equal pieces
- Symmetry

### Social Studies

- California Gold Rush
- \* Early CA history
- \* Routes to CA
- \* Westward Expansion
- \* People of the Gold rush (Men, women, children, famous people, minorities, Native Americans)

## Phase 2—Change Year, Trimester 3

Ongoing for all groups: Data analysis and graphing

Final Project: Gold Rush Day

### Language Arts

#### At Grade Level:

- Prepositions/Prepositional phrases
- Interjections
- Figurative language
- Dictionary skills
- Research skills
- 5 paragraph essay

#### Books:

- Bandit's Moon

### Math

#### At Grade Level:

- **Measurement**
- Metric and customary units
- Converting units
- Length, mass, volume
- Time to the minute
- Elapsed time
- Perimeter and area
- Additive area
- Using a protractor
  
- **Geometry**
- Shapes and their attributes
- Quadrilaterals/polygons
- Types of lines
- Types of angles and triangles
- Symmetry

### Social Studies

- California Gold Rush
- \* Early CA history
- \* Routes to CA
- \* Westward Expansion
- \* People of the Gold rush  
(Men, women, children,  
famous people, minorities,  
Native Americans)

## Phase 2—Change Year, Trimester 3

Ongoing for all groups: Data analysis and graphing

Final Project: Gold Rush Day

### Language Arts

#### Advanced:

- Review all parts of speech
- Interjections
- Diagramming sentences
- Figurative Language
- 5 paragraph essay
- Dictionary Skills
- Reference Materials
- Research Skills

#### Books:

- Bandit's Moon

### Math

#### Advanced:

- **Measurement**
- Metric and customary units
- Converting units
- Length, mass, volume
- Area and perimeter
- Additive area
- Time to the minute
- Elapsed Time
- Types of angles
- Using a protractor to measure and draw angles
- Finding the measurement of a missing angle
- Complementary, supplementary angles
- Angle rotations and intervals
- **Geometry**
- Types of lines
- Shapes and their attributes
- Quadrilaterals and polygons
- Types of triangles
- Symmetry
- Coordinate graphing on a 4 quadrant plane
- Integers
- Order of operations

### Social Studies

- California Gold Rush
- \* Early CA history
- \* Routes to CA
- \* Westward Expansion
- \* People of the Gold rush (Men, women, children, famous people, minorities, Native Americans)

## Phase 2— “Travel Year” Trimester 3

Ongoing for all groups: Data analysis and graphing

Final Project: Ongoing STEM projects

### Language Arts

#### Approaching:

- Adverbs
- Prepositions
- Conjunctions
- Dictionary Skills
- Reference Materials
- Research Skills
- Figurative Language
- Writing Dialogue

#### Books:

Abe Lincoln at Last

Revolutionary War on Wednesday

### Math

#### Approaching:

- **Geometry**
- Continue Perimeter/Area
- Additive area
- Shapes and their attributes
- Quadrilaterals/Polygons
- Partitioning Shapes into equal pieces
- Symmetry

### Science

- Engineering and design

## Phase 2— “Travel Year” Trimester 3

Ongoing for all groups: Data analysis and graphing

Final Project: Ongoing STEM projects

### Language Arts

#### At Grade Level:

- Prepositions/Prepositional phrases
- Interjections
- Figurative language
- Dictionary skills
- Research skills
- 5 paragraph essay

#### Books:

I Survived the Battle of  
Gettysburg

Who was George Washington?

### Math

#### At Grade Level:

- **Measurement**
- Metric and customary units
- Converting units
- Length, mass, volume
- Time to the minute
- Elapsed time
- Perimeter and area
- Additive area
- Using a protractor
  
- **Geometry**
- Shapes and their attributes
- Quadrilaterals/polygons
- Types of lines
- Types of angles and triangles
- Symmetry

### Social Studies

- Engineering and design

## Phase 2- "Travel Year" Trimester 3

Ongoing for all groups: Data analysis and graphing

Final Project: Ongoing STEM projects

### Language Arts

#### Advanced:

- Review all parts of speech
- Interjections
- Diagramming sentences
- Figurative Language
- 5 paragraph essay
- Dictionary Skills
- Reference Materials
- Research Skills

#### Books:

Who was Abraham Lincoln?  
Who was George Washington?

### Math

#### Advanced:

- **Measurement**
- Metric and customary units
- Converting units
- Length, mass, volume
- Area and perimeter
- Additive area
- Time to the minute
- Elapsed Time
- Types of angles
- Using a protractor to measure and draw angles
- Finding the measurement of a missing angle
- Complementary, supplementary angles
- Angle rotations and intervals
- **Geometry**
- Types of lines
- Shapes and their attributes
- Quadrilaterals and polygons
- Types of triangles
- Symmetry
- Coordinate graphing on a 4 quadrant plane
- Integers
- Order of operations

### Social Studies

- Engineering and design

# Phase 2 – "Travel Year" Trimester I

Ongoing for all groups: Data analysis and graphing

Final project: Biome Research Project

## Language Arts

### Approaching:

- Nouns
  - Common, proper, plural, possessive, pronouns, concrete, abstract
- Verbs
  - Tenses, irregular past tense, action and linking
- Sentence Structure
- Subject/verb agreement
- Story Elements
- Author's Purpose
- Narrative and opinion writing

### Books:

National Geographic Kids - Tigers (NF)  
National Geographic Kids - Dolphins (NF)  
Step Into Reading - Wild Cats (NF)  
Step Into Reading - Hungry Plants (NF)  
Tigers at Twilight

## Math

### Approaching:

- Up to 4 digit addition and subtraction with re-grouping
- Place value up to 100,000 (expanded, standard, written form)
- Comparing and ordering up to 100,000
- Estimating and rounding to tens and hundreds
- Fact Families (addition, subtraction, multiplication, division)
- Properties of addition
- Adding and subtracting money
- Basic multiplication facts. Arrays, skip counting, equal groups, number line
- Properties of multiplication
- Multi-digit by single digit multiplication
- Finding unknown number, inverse operations

## Science

- Lifecycles (plants and animals)
- Ecosystems/habitats
- Traits/environment
- Biological evolution

## Phase 2 – "Travel Year" Trimester I

Ongoing for all groups: Data analysis and graphing

Final project: Biome Research Project

### Language Arts

#### At Grade Level:

- Review all types of nouns and verbs
- Subject/Predicate
- Comparative/Superlative adjectives
- Paragraph Structure
- Narrative and Opinion Writing

#### Books:

Andrew Lost in the Jungle  
Rainforest Research Guide (NF)

### Math

#### At Grade Level:

- Addition, subtraction with multi-digit numbers to the millions (regrouping)
- Reading, writing, expanding, rounding, decomposing to the millions
- Using arrays, number lines
- Multiplying by 10s
- Multiplication, 4 digit by 1 digit
- 2 by 2 multiplication
- Factors, multiples
- Prime, composite
- In and out tables, patterns
- Properties of multiplication
- Finding an unknown number, inverse operations
- Multi step word problems
- Division with remainders (divisor up to 12, 4 digit dividend)

### Science

- Lifecycles (plants and animals)
- Ecosystems/habitats
- Traits/environment
- Biological evolution

# Phase 2 - "Travel Year" Trimester I

Ongoing for all groups: Data analysis and graphing

Final Project: Biome Research Project

## Language Arts

### Advanced:

- Review all parts of speech
- Conjunctions
- Compound sentences
- Figurative Language
- Paragraph Structure (3-5 paragraphs)
- Narrative and descriptive writing
- Capitalization and punctuation of titles, commas in a series, addresses
- Plot Structure
- Main Idea, supporting details
- Character analysis, character traits

### Books:

The Cricket in Times Square  
The Missing Gator of Gumbo Limbo  
Charlotte's Web

## Math

### Advanced:

- Addition, subtraction with multi-digit numbers to the millions
- Reading, writing, expanding, rounding, decomposing to the millions
- 3 by 2 digit multiplication
- Factors, multiples
- Prime, composite
- Prime factorization
- In and out tables, patterns
- Properties of multiplication
- Finding an unknown number, inverse operations
- Multi step word problems
- Division with remainders as fractions, (2 digit divisor, 4 digit dividend)
- Reading and writing decimals, adding and subtracting decimals (money)
- Perimeter and Area
- Begin Fractions

## Science

- Lifecycles (plants and animals)
- Ecosystems/habitats
- Traits/environment
- Biological evolution

## Phase 2 – Change Year, Trimester I

Ongoing for all groups: Data analysis and graphing

Final Project: Plan and Design your own mission

### Language Arts

#### Approaching:

- Nouns
  - Common, proper, plural, possessive, pronouns, concrete, abstract
- Verbs
  - Tenses, irregular past tense, action and linking
- Sentence Structure
- Subject/verb agreement
- Story Elements
- Author's Purpose
- Narrative and opinion writing

#### Books:

- True Story of Pocahontas
- Wagon Wheels
- Thanksgiving on Thursday
- Henry Ford's First Race

### Math

#### Approaching:

- Up to 4 digit addition and subtraction with re-grouping
- Place value up to 100,000 (expanded, standard, written form)
- Comparing and ordering up to 100,000
- Estimating and rounding to tens and hundreds
- Fact Families (addition, subtraction, multiplication, division)
- Properties of addition
- Adding and subtracting money
- Basic multiplication facts. Arrays, skip counting, equal groups, number line
- Properties of multiplication
- Multi-digit by single digit multiplication
- Finding unknown number, inverse operations

### Social Studies

- Map Skills
- Continents, Oceans, Countries, States, City, Community
- Landforms
- Geographic Terms
- California History and geography
- Native Californians
- Missions

# Phase 2 – Change Year, Trimester I

Ongoing for all groups: Data analysis and graphing

Final Project: Plan and Design your own mission

## Language Arts

### At Grade Level:

- Review all types of nouns and verbs
- Subject/Predicate
- Comparative/Superlative adjectives
- Paragraph Structure
- Narrative and Opinion Writing

### Books:

- Buffalo Before Breakfast
- Magic Tree House- Pilgrims
- Night of the New Magicians

## Math

### At Grade Level:

- Addition, subtraction with multi-digit numbers to the millions
- Reading, writing, expanding, rounding, decomposing to the millions
- Using arrays, number lines
- Multiplying by 10s
- Multiplication, 4 digit by 1 digit
- 2 by 2 multiplication
- Factors, multiples
- Prime, composite
- In and out tables, patterns
- Properties of multiplication
- Finding an unknown number, inverse operations
- Multi step word problems
- Division with remainders (divisor up to 12, 4 digit dividend)

## Social Studies

- Map Skills
- Continents, Oceans, Countries, States, City, Community
- Landforms
- Geographic Terms
- California History and geography
- Native Californians
- Missions

# Phase 2 – Change Year, Trimester I

Ongoing for all groups: Data analysis and graphing

Final Project: Plan and Design your own mission

## Language Arts

### Advanced:

- Review all parts of speech
- Conjunctions
- Compound sentences
- Figurative Language
- Paragraph Structure (3-5 paragraphs)
- Narrative and descriptive writing
- Capitalization and punctuation of titles, commas in a series, addresses
- Plot Structure
- Main Idea, supporting details
- Character analysis, character traits

### Books:

- Who Was Sacagawea?
- Sign of the Beaver

## Math

### Advanced:

- Addition, subtraction with multi-digit numbers to the millions
- Reading, writing, expanding, rounding, decomposing to the millions
- 3 by 2 digit multiplication
- Factors, multiples
- Prime, composite
- Prime factorization
- In and out tables, patterns
- Properties of multiplication
- Finding an unknown number, inverse operations
- Multi step word problems
- Division with remainders as fractions, (2 digit divisor, 4 digit dividend)
- Reading and writing decimals, adding and subtracting decimals (money)
- Perimeter and Area
- Begin Fractions

## Social Studies

- Map Skills
- Continents, Oceans, Countries, States, City, Community
- Landforms
- Geographic Terms
- California History and Geography
- Native Californians
- Missions

# Phase 2 – “Travel Year” Trimester 2

Ongoing for all groups: Data analysis and graphing

Final Project: Create your Own Government/Government Quilt

## Language Arts

### Approaching:

- Adjectives
- Adverbs
- Subject/predicate
- Compound sentences
- Capitalization of titles, dates
- Writing a summary
- Main idea and details
- Expository writing
- Writing Dialogue
- Non-fiction text features
- Cause and Effect

### Books:

Jackie Robinson, He Led the Way (NF)

Escape North, The Story of Harriet Tubman (NF)

Civil War on Sunday

## Math

### Approaching:

- Fractions
- Identify and modeling fractions
- Part of a group, part of a whole
- Pie, bar, number line fractions
- Benchmark fractions
- Unit fractions
- Comparing with like denominators or numerators or to  $1/2$
- Expressing whole numbers as fractions
- Equivalent fractions
- Decomposing fractions
  
- Measurement
- Telling time to the nearest minutes
- Elapsed time using number line or T-chart
- Length, volume, mass using customary and metric
- Perimeter/Area

## Social Studies

- Branches of government
- Laws
- Symbols of America
- The Constitution
- Biographies of famous Americans

## Phase 2 - "Travel Year" Trimester 2

Ongoing for all groups: Data analysis and graphing

Final Project: Create your Own Government/Government Quilt

### Language Arts

#### At Grade Level:

- Adverbs, conjunctions
- Prefixes, suffixes, root words
- Figurative language
- Dictionary skills
- 3 paragraph essay
- Syllables
- Expository writing
- Cursive, writing a letter
- Inferencing

#### Books:

High Time for Heroes (NF)

### Math

#### At Grade Level:

- **Fractions**
  - Unit fractions, parts of a whole, fractions on a number line
  - Comparing, ordering with like and unlike denominators/numerators
  - Equivalent fractions
  - Simplifying fractions
  - Adding and subtracting with like and unlike denominators
  - Improper/mixed numbers
  - Fraction word problems
  - Multiplying fractions by a whole number
  - Decomposing fractions
  - Adding/subtracting mixed fractions
  - Fractions as decimals (tenth, hundredth)
  - **Measurement**
- (see trimester 3)

### Social Studies

- Branches of government
- Laws
- Symbols of America
- The Constitution
- Biographies of famous Americans

# Phase 2 – “Travel Year” Trimester 2

Ongoing for all groups: Data analysis and graphing

Final Project: Create your Own Government/Government Quilt

## Language Arts

### Advanced:

- Review all parts of speech
- Figurative Language
- Paragraph Structure (3-5 paragraphs)
- Non-fiction text features, structure
- Compare/contrast
- Problem/solution
- Cause/Effect
- Sequencing
- Expository writing
- Summarizing
- Writing dialogue
- Persuasive writing
- Writing a letter
- Prepositions
- Prepositional phrases
- Dictionary Skills
- Analogies
- Prefixes, suffixes, root words

### Books:

Heroes for All Times (NF)

Who was Martin Luther King Jr?  
(NF)

## Math

### Advanced:

- **Fractions**
- Unit fractions, parts of a whole, fractions on a number line
- Comparing, ordering with like and unlike denominators/numerators
- Equivalent fractions
- Simplifying fractions
- Adding and subtracting with like and unlike denominators
- Improper/mixed numbers
- Fraction word problems
- Multiplying fractions by a whole number
- Decomposing fractions
- Adding/subtracting mixed fractions
- Fractions as decimals (tenth, hundredths, thousandths)
- Multiplying and Dividing fractions
- **Measurement**

(see trimester 3)

## Social Studies

- Branches of government
- Laws
- Symbols of America
- The Constitution
- Biographies of famous Americans

# Phase 2 – Change Year, Trimester 2

Ongoing for all groups: Data analysis and graphing

Final Project: Science Fair

## Language Arts

### Approaching:

- Adjectives
- Adverbs
- Subject/predicate
- Compound sentences
- Capitalization of titles, dates
- Writing a summary
- Main idea and details
- Expository writing
- Writing Dialogue
- Non-fiction text features
- Cause and Effect

### Books:

- Thomas Alva Edison
- Twister on Tuesday
- Twisters and Other Terrible Storms

## Math

### Approaching:

- Fractions
- Identify and modeling fractions
- Part of a group, part of a whole
- Pie, bar, number line fractions
- Benchmark fractions
- Unit fractions
- Comparing with like denominators or numerators or to  $1/2$
- Expressing whole numbers as fractions
- Equivalent fractions
- Decomposing fractions
  
- Measurement
- Telling time to the nearest minutes
- Elapsed time using number line or T-chart
- Length, volume, mass using customary and metric
- Perimeter/Area

## Science

- Scientific Method
- Weather and Climate
- Forces
- Energy
- Light
- Sound
- Motion
- Waves
- Magnets
- Rocks and Fossils, Earth's structure
- Changes to the earth
- Inventors/inventions

# Phase 2 – Change Year, Trimester 2

Ongoing for all groups: Data analysis and graphing

Final Project: Science Fair

## Language Arts

### At Grade Level:

- Adverbs, conjunctions
- Prefixes, suffixes, root words
- Figurative language
- Dictionary skills
- 3 paragraph essay
- Syllables
- Expository writing
- Cursive, writing a letter
- Inferencing

### Books:

- Night of the New Magicians
- Who Was Thomas Alva Edison?

## Math

### At Grade Level:

- Fractions
- Unit fractions, parts of a whole, fractions on a number line
- Comparing, ordering with like and unlike denominators/numerators
- Equivalent fractions
- Simplifying fractions
- Adding and subtracting with like and unlike denominators
- Improper/mixed numbers
- Fraction word problems
- Multiplying fractions by a whole number
- Decomposing fractions
- Adding/subtracting mixed fractions
- Fractions as decimals (tenth, hundredth)
- Measurement  
(see trimester 3)

## Science

- Scientific Method
- Weather and Climate
- Forces
- Energy
- Light
- Sound
- Motion
- Waves
- Magnets
- Rocks and Fossils, Earth's structure
- Changes to the earth
- Inventors/inventions

# Phase 2 – Change Year, Trimester 2

Ongoing for all groups: Data analysis and graphing

Final Project: Science Fair

## Language Arts

### Advanced:

- Review all parts of speech
- Figurative Language
- Paragraph Structure (3-5 paragraphs)
- Non-fiction text features, structure
- Compare/contrast
- Problem/solution
- Cause/Effect
- Sequencing
- Expository writing
- Summarizing
- Writing dialogue
- Persuasive writing
- Writing a letter
- Prepositions
- Prepositional phrases
- Dictionary Skills
- Analogies
- Prefixes, suffixes, root words

### Books:

- Thomas Edison

## Math

### Advanced:

- **Fractions**
- Unit fractions, parts of a whole, fractions on a number line
- Comparing, ordering with like and unlike denominators/numerators
- Equivalent fractions
- Simplifying fractions
- Adding and subtracting with like and unlike denominators
- Improper/mixed numbers
- Fraction word problems
- Multiplying fractions by a whole number
- Decomposing fractions
- Adding/subtracting mixed fractions
- Fractions as decimals (tenth, hundredths, thousandths)
- Multiplying and Dividing fractions
- **Measurement**

(see trimester 3)

## Science

- Scientific Method
- Weather and Climate
- Forces
- Energy
- Light
- Sound
- Motion
- Waves
- Magnets
- Rocks and Fossils, Earth's structure
- Changes to the earth
- Inventors/Inventions

# Phase 2- "Travel Year" Trimester 3

Ongoing for all groups: Data analysis and graphing

Final Project: Ongoing STEM projects

## Language Arts

### Approaching:

- Adverbs
- Prepositions
- Conjunctions
- Dictionary Skills
- Reference Materials
- Research Skills
- Figurative Language
- Writing Dialogue

### Books:

Abe Lincoln at Last

Revolutionary War on Wednesday

## Math

### Approaching:

- Geometry
- Continue Perimeter/Area
- Additive area
- Shapes and their attributes
- Quadrilaterals/Polygons
- Partitioning Shapes into equal pieces
- Symmetry

## Science

- Engineering and design

# Phase 2- "Travel Year" Trimester 3

Ongoing for all groups: Data analysis and graphing

Final Project: Ongoing STEM projects

## Language Arts

### At Grade Level:

- Prepositions/Prepositional phrases
- Interjections
- Figurative language
- Dictionary skills
- Research skills
- 5 paragraph essay

### Books:

I Survived the Battle of Gettysburg

Who was George Washington?

## Math

### At Grade Level:

- **Measurement**
- Metric and customary units
- Converting units
- Length, mass, volume
- Time to the minute
- Elapsed time
- Perimeter and area
- Additive area
- Using a protractor
  
- **Geometry**
- Shapes and their attributes
- Quadrilaterals/polygons
- Types of lines
- Types of angles and triangles
- Symmetry

## Social Studies

- Engineering and design

# Phase 2- "Travel Year" Trimester 3

Ongoing for all groups: Data analysis and graphing

Final Project: Ongoing STEM projects

## Language Arts

### Advanced:

- Review all parts of speech
- Interjections
- Diagramming sentences
- Figurative Language
- 5 paragraph essay
- Dictionary Skills
- Reference Materials
- Research Skills

### Books:

Who was Abraham Lincoln?  
Who was George Washington?

## Math

### Advanced:

- **Measurement**
- Metric and customary units
- Converting units
- Length, mass, volume
- Area and perimeter
- Additive area
- Time to the minute
- Elapsed Time
- Types of angles
- Using a protractor to measure and draw angles
- Finding the measurement of a missing angle
- Complementary, supplementary angles
- Angle rotations and intervals
- **Geometry**
- Types of lines
- Shapes and their attributes
- Quadrilaterals and polygons
- Types of triangles
- Symmetry
- Coordinate graphing on a 4 quadrant plane
  
- Integers
- Order of operations

## Social Studies

- Engineering and design

# Phase 2—Change Year, Trimester 3

Ongoing for all groups: Data analysis and graphing

Final Project: Gold Rush Day

## Language Arts

### Approaching:

- Adverbs
- Prepositions
- Conjunctions
- Dictionary Skills
- Reference Materials
- Research Skills
- Figurative Language
- Writing Dialogue

### Books:

- Chang's Paper Pony
- Ghost Town at Sundown

## Math

### Approaching:

- Geometry
- Continue Perimeter/Area
- Additive area
- Shapes and their attributes
- Quadrilaterals/Polygons
- Partitioning Shapes into equal pieces
- Symmetry

## Social Studies

- California Gold Rush
- \* Early CA history
- \* Routes to CA
- \* Westward Expansion
- \* People of the Gold rush (Men, women, children, famous people, minorities, Native Americans)

# Phase 2-Change Year, Trimester 3

Ongoing for all groups: Data analysis and graphing

Final Project: Gold Rush Day

## Language Arts

### At Grade Level:

- Prepositions/Prepositional phrases
- Interjections
- Figurative language
- Dictionary skills
- Research skills
- 5 paragraph essay

### Books:

- Bandit's Moon

## Math

### At Grade Level:

- **Measurement**
- Metric and customary units
- Converting units
- Length, mass, volume
- Time to the minute
- Elapsed time
- Perimeter and area
- Additive area
- Using a protractor
  
- **Geometry**
- Shapes and their attributes
- Quadrilaterals/polygons
- Types of lines
- Types of angles and triangles
- Symmetry

## Social Studies

- California Gold Rush
- \* Early CA history
- \* Routes to CA
- \* Westward Expansion
- \* People of the Gold rush (Men, women, children, famous people, minorities, Native Americans)

# Phase 2—Change Year, Trimester 3

Ongoing for all groups: Data analysis and graphing

Final Project: Gold Rush Day

## Language Arts

### Advanced:

- Review all parts of speech
- Interjections
- Diagramming sentences
- Figurative Language
- 5 paragraph essay
- Dictionary Skills
- Reference Materials
- Research Skills

### Books:

- Bandit's Moon

## Math

### Advanced:

- **Measurement**
- Metric and customary units
- Converting units
- Length, mass, volume
- Area and perimeter
- Additive area
- Time to the minute
- Elapsed Time
- Types of angles
- Using a protractor to measure and draw angles
- Finding the measurement of a missing angle
- Complementary, supplementary angles
- Angle rotations and intervals
- **Geometry**
- Types of lines
- Shapes and their attributes
- Quadrilaterals and polygons
- Types of triangles
- Symmetry
- Coordinate graphing on a 4 quadrant plane
  
- Integers
- Order of operations

## Social Studies

- California Gold Rush
- \* Early CA history
- \* Routes to CA
- \* Westward Expansion
- \* People of the Gold rush (Men, women, children, famous people, minorities, Native Americans)



	<p><b><u>Bell</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: vowel + ng</li> <li>- Grammar: Homophones</li> </ul> <p><b><u>Book: The Little Skunk</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: vowel + nk; consonant + le</li> <li>- Grammar: Homophones</li> </ul> <p><b><u>Book: The White Hen</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: consonant diagraphs /th/, /wh/</li> <li>- Grammar: Homographs</li> </ul> <p><b><u>Book: The Go-Cart</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: r-controlled vowel /ar/</li> <li>- Grammar: Adverbs</li> </ul> <p><b><u>Book: The Lost Horse</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: r-Controlled vowel /or/</li> <li>- Grammar: Adverbs</li> </ul> <p><b><u>Book: The Brave Hunter</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: r-Controlled vowel /er/</li> <li>- Grammar: Affixes</li> </ul> <p><b><u>Book: The</u></b></p>	<p><b>Persuasive Writing</b></p> <ul style="list-style-type: none"> <li>- statement</li> <li>- reasons, conclusion</li> </ul>	<p>Habitats of Plants and Animas</p>
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	<p><b><u>Birdfeeder</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: r-Controlled vowels /ir/, /ur/</li> <li>- Grammar: Review/ Assessment</li> </ul> <p><b><u>Level 1 Readers</u></b></p> <ul style="list-style-type: none"> <li>- (Use if students are ready to move on from Phonics books)</li> </ul> <p><b><u>Just a Little Sick</u></b></p> <p>- 2 weeks</p> <ul style="list-style-type: none"> <li>- Level: 1.4 #135109</li> </ul> <p><b><u>The Playground Problem – 2 weeks</u></b></p> <ul style="list-style-type: none"> <li>- Level: 1.5 #77960</li> </ul> <p><b><u>Dixie – 2 weeks</u></b></p> <ul style="list-style-type: none"> <li>- Level: 1.7 #146308</li> </ul> <p><b><u>Samantha the Snob – 2 weeks</u></b></p> <ul style="list-style-type: none"> <li>- Level: 1.8 #10539</li> </ul> <p><b><u>Splat the Cat Sings Flat – 2 weeks</u></b></p> <ul style="list-style-type: none"> <li>- Level: 1.8 #143346</li> </ul> <p><b><u>Emma’s Strange Pet – 2 weeks</u></b></p> <ul style="list-style-type: none"> <li>- Level: 2.0 #72398</li> </ul> <p><b><u>Fancy Nancy &amp; the Detective – 2 weeks</u></b></p>	<p style="text-align: center;"><b>Research</b></p> <ul style="list-style-type: none"> <li>- paragraph writing</li> <li>- types of research <ul style="list-style-type: none"> <li>- nonfiction</li> <li>- animal report</li> <li>- biography</li> </ul> </li> </ul>	
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<p style="text-align: center;"><b><u>AT</u></b></p> <p><b><u>Unit 6: Represent and Interpret Data</u></b></p> <ul style="list-style-type: none"> <li>- Graphs (bar, picture, tally)</li> <li>- Line plots</li> </ul> <p><b><u>Unit 7: Money</u></b></p> <ul style="list-style-type: none"> <li>- Identify coins</li> <li>- Add and subtract money</li> </ul>	<ul style="list-style-type: none"> <li>- Level: 2.1 #139561</li> </ul> <p><b><u>Minnie &amp; Moo: The Case of the Missing Jelly Donut</u></b> – 3 weeks</p> <ul style="list-style-type: none"> <li>- Level: 2.2 #101631</li> </ul> <p><b><u>Fancy Nancy: My Family History</u></b> – 2 weeks</p> <ul style="list-style-type: none"> <li>- Level: 2.3 #141244</li> </ul> <p><b><u>Splat the Cat &amp; the Duck with No Quack</u></b></p> <ul style="list-style-type: none"> <li>- Level: 2.3 #146395</li> </ul> <p><b><u>Flat Stanley &amp; the Firehouse</u></b></p> <ul style="list-style-type: none"> <li>- Level: 2.4 #146579</li> </ul> <p style="text-align: center;"><b><u>AT</u></b></p> <p><b><u>Unit 6: The Knight at Dawn (cont.)</u></b></p> <ul style="list-style-type: none"> <li>- compound words</li> </ul> <p><b><u>Unit 7: Andrew Lost in the Jungle</u></b></p> <ul style="list-style-type: none"> <li>- contractions</li> <li>- synonyms</li> <li>- antonyms</li> <li>- /ar/ and /or/</li> <li>- /ô/ and /ü/</li> <li>- homophones</li> <li>- homographs</li> <li>- /oi/</li> <li>- adverbs</li> <li>- words ending in</li> </ul>		
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<p style="text-align: center;"><b><u>ADVANCED</u></b></p> <p><b><u>Unit 7: Multiply Greater Numbers</u></b></p> <ul style="list-style-type: none"> <li>- Fluently multiply and divide within 100</li> <li>- Multiply one digit whole numbers by multiples of 10</li> <li>- Word problems</li> </ul> <p><b><u>Unit 8: Represent and Interpret Data</u></b></p> <ul style="list-style-type: none"> <li>- Generate measurement data by measuring length using rulers</li> <li>- show data by making a line plot</li> <li>- picture graph</li> <li>- bar graph</li> <li>- ask and answer questions given data and a graph</li> </ul>	<ul style="list-style-type: none"> <li>-le</li> <li>- affixes</li> <li>- /er/, /ir/, /ur/</li> </ul> <p style="text-align: center;"><b><u>ADVANCED</u></b></p> <p><b><u>Unit 6: Galaxy Zack-Hello Nebulon!</u></b></p> <ul style="list-style-type: none"> <li>- adverbs</li> <li>- comparative and superlative adjectives</li> <li>- affixes</li> <li>- prepositions</li> <li>- conjunctions</li> <li>- plural nouns that end in y</li> <li>- determiners and articles</li> <li>- figurative language</li> </ul>		
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PROJECT: Create a Habitat

Phase 1 – Year B – Diversity

Trimester 3

Math	Language Arts	Writing	Science/Social Studies
<p><b><u>BEGINNING</u></b>  <b><u>Unit 8: Time</u></b></p> <ul style="list-style-type: none"> <li>- Manipulatives</li> <li>- Vocabulary</li> <li>- Hour and half hour only</li> <li>- Time of day (am vs. pm)</li> <li>- Analog and digital</li> </ul> <p><b><u>Unit 9: Add and Subtract 2-digit Numbers</u></b></p> <ul style="list-style-type: none"> <li>- Base Ten Work mat</li> <li>- Add and Subtract With and Without Regrouping (depending on group level)</li> <li>- Number Lines</li> <li>- Manipulatives</li> </ul> <p><b><u>Unit 10: Measurement</u></b></p> <ul style="list-style-type: none"> <li>- Introduce ruler</li> <li>- Standard vs. non standard units</li> <li>- Inches</li> <li>- Compare length with objects</li> </ul>	<p><b><u>BEGINNING</u></b>  <b><u>Book: The Sea Gull</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: Twin consonants</li> <li>- Grammar: Compound words</li> </ul> <p><b><u>Book: The Lost Duck</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: Consonant diagraph ck</li> <li>- Grammar: Contractions</li> </ul> <p><b><u>Book: Max and the Fox</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: consonant x</li> <li>- Grammar: Contractions</li> </ul> <p><b><u>Set 4</u></b>  <b><u>Book: Fish Fun</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: Consonant Diagraph /sh/</li> <li>- Grammar: Synonyms and Antonyms</li> </ul> <p><b><u>Book: The Chicken Ranch</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: Consonant diagraph /ch/</li> <li>- Grammar: Synonyms and Antonyms</li> </ul>	<p><b><u>Poetry</u></b></p> <ul style="list-style-type: none"> <li>- acrostic poems</li> <li>- diamante</li> <li>- haiku</li> <li>- cinquain</li> <li>- triplet</li> </ul>	<p><b><u>Offspring</u></b></p>

	<p><b><u>Book: Ring the Bell</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: vowel + ng</li> <li>- Grammar: Homophones</li> </ul> <p><b><u>Book: The Little Skunk</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: vowel + nk; consonant + le</li> <li>- Grammar: Homophones</li> </ul> <p><b><u>Book: The White Hen</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: consonant diagraphs /th/, /wh/</li> <li>- Grammar: Homographs</li> </ul> <p><b><u>Book: The Go-Cart</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: r-controlled vowel /ar/</li> <li>- Grammar: Adverbs</li> </ul> <p><b><u>Book: The Lost Horse</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: r-Controlled vowel /or/</li> <li>- Grammar: Adverbs</li> </ul> <p><b><u>Book: The Brave Hunter</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: r-Controlled vowel /er/</li> <li>- Grammar: Affixes</li> </ul>	<p><b>Persuasive Writing</b></p> <ul style="list-style-type: none"> <li>- statement</li> <li>- reasons, conclusion</li> </ul>	<p>Sound Waves</p>
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	<p><b><u>Book: The Birdfeeder</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: r-Controlled vowels /ir/, /ur/</li> <li>- Grammar: Review/ Assessment</li> </ul> <p><b><u>Level 1 Readers</u></b></p> <ul style="list-style-type: none"> <li>- (Use if students are ready to move on from Phonics books)</li> </ul> <p><b><u>Just a Little Sick</u></b></p> <ul style="list-style-type: none"> <li>- 2 weeks</li> <li>- Level: 1.4 #135109</li> </ul> <p><b><u>The Playground Problem – 2 weeks</u></b></p> <ul style="list-style-type: none"> <li>- Level: 1.5 #77960</li> </ul> <p><b><u>Dixie – 2 weeks</u></b></p> <ul style="list-style-type: none"> <li>- Level: 1.7 #146308</li> </ul> <p><b><u>Samantha the Snob – 2 weeks</u></b></p> <ul style="list-style-type: none"> <li>- Level: 1.8 #10539</li> </ul> <p><b><u>Splat the Cat Sings Flat – 2 weeks</u></b></p> <ul style="list-style-type: none"> <li>- Level: 1.8 #143346</li> </ul> <p><b><u>Emma’s Strange Pet – 2 weeks</u></b></p> <ul style="list-style-type: none"> <li>- Level: 2.0 #72398</li> </ul> <p><b><u>Fancy Nancy &amp; the Detective –</u></b></p>	<p style="text-align: center;"><b>Research</b></p> <ul style="list-style-type: none"> <li>- paragraph writing</li> <li>- types of research <ul style="list-style-type: none"> <li>- nonfiction animal report</li> <li>- biography</li> </ul> </li> </ul>	<p style="text-align: center;">Engineering</p>
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<p style="text-align: center;"><b><u>AT</u></b></p> <p><b><u>Unit 6: Represent and Interpret Data</u></b></p> <ul style="list-style-type: none"> <li>- Graphs (bar, picture, tally)</li> <li>- Line plots</li> </ul> <p><b><u>Unit 7: Money</u></b></p> <ul style="list-style-type: none"> <li>- Identify coins</li> <li>- Add and subtract money</li> </ul> <p style="text-align: center;"><b><u>ADVANCED</u></b></p> <p><b><u>Unit 7: Multiply Greater Numbers</u></b></p> <ul style="list-style-type: none"> <li>- Fluently multiply</li> </ul>	<p>2 weeks</p> <ul style="list-style-type: none"> <li>- Level: 2.1</li> <li>#139561</li> </ul> <p><b><u>Minnie &amp; Moo: The Case of the Missing Jelly Donut</u></b> – 3 weeks</p> <ul style="list-style-type: none"> <li>- Level: 2.2</li> <li>#101631</li> </ul> <p><b><u>Fancy Nancy: My Family History</u></b> – 2 weeks</p> <ul style="list-style-type: none"> <li>- Level: 2.3</li> <li>#141244</li> </ul> <p><b><u>Splat the Cat &amp; the Duck with No Quack</u></b></p> <ul style="list-style-type: none"> <li>- Level: 2.3</li> <li>#146395</li> </ul> <p><b><u>Flat Stanley &amp; the Firehouse</u></b></p> <ul style="list-style-type: none"> <li>- Level: 2.4</li> <li>#146579</li> </ul> <p style="text-align: center;"><b><u>AT</u></b></p> <p><b><u>Unit 8: Galaxy Zack</u></b></p> <ul style="list-style-type: none"> <li>- compound words</li> <li>- contractions</li> <li>- synonyms</li> <li>- antonyms</li> <li>- /ar/ and /or/</li> <li>- /ô/ and /ü/</li> <li>- homophones</li> <li>- homographs</li> <li>- /oi/</li> </ul> <p style="text-align: center;"><b><u>ADVANCED</u></b></p> <p><b><u>Unit 4: Judy Moody Around the World in 8</u></b></p>		
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<p>and divide within 100</p> <ul style="list-style-type: none"> <li>- Multiply one digit whole numbers by multiples of 10</li> <li>- Word problems</li> </ul> <p><b><u>Unit 8: Represent and Interpret Data</u></b></p> <ul style="list-style-type: none"> <li>- Generate measurement data by measuring length using rulers</li> <li>- show data by making a line plot</li> <li>- picture graph</li> <li>- bar graph</li> <li>- ask and answer questions given data and a graph</li> </ul>	<p><b><u>1/2 Days</u></b></p> <ul style="list-style-type: none"> <li>- adverbs</li> <li>- comparative and superlative adjectives</li> <li>- affixes</li> <li>- prepositions</li> <li>- conjunctions</li> <li>- plural nouns that end in y</li> <li>- determiners and articles</li> <li>- figurative language</li> </ul>		
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PROJECT: Musical Instrument Engineering Project

Phase 1 – Year A – Time

Trimester 2

Math	Language Arts	Writing	Science/Social Studies
<p><b><u>BEGINNING</u></b>  <b><u>Unit 4: Geometry</u></b></p> <ul style="list-style-type: none"> <li>- 2D shapes and attributes</li> <li>- 3D shapes – vertices, edges and faces</li> <li>- Put together, take apart</li> <li>- Create shapes</li> </ul> <p><b><u>Unit 5: Numbers to 120</u></b></p> <ul style="list-style-type: none"> <li>- Hundreds chart (100 more, less)</li> <li>- Compare numbers</li> <li>- Word problems and number puzzles</li> <li>- Counting to 120</li> </ul> <p><b><u>Unit 6: Add/Subtract to 20</u></b></p> <ul style="list-style-type: none"> <li>- Place value (tens and ones)</li> <li>- Add/Subtract double digit without regrouping</li> <li>- Manipulatives (Base 10 Blocks)</li> <li>- Number lines</li> </ul> <p><b><u>Unit 7: Fractions</u></b></p> <ul style="list-style-type: none"> <li>- fraction vocabulary</li> <li>- comparing fractions</li> <li>- fraction sort (1 whole, 1/2, 1/3, 1/4)</li> <li>- identifying fractions</li> </ul>	<p><b><u>BEGINNING</u></b>  <b><u>Book: The Cake</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: long vowels with sneaky e</li> <li>- Grammar: Dictionary Skills (ABC order)</li> </ul> <p><b><u>Book: The Bee</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: vowel digraphs ie, oe, ee</li> <li>- Grammar: Syllables</li> </ul> <p><b><u>Book: The Goat</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: vowel digraphs oa</li> <li>- Grammar: Types of sentences</li> </ul> <p><b><u>Book: Sail</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: vowel digraphs ai</li> <li>- Grammar: Types of sentences</li> </ul> <p><b><u>Book: The Seal</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: vowel digraphs ea</li> <li>- Grammar: Plural nouns</li> </ul>	<p><b>Friendly Letters</b></p> <ul style="list-style-type: none"> <li>- parts of a letter</li> <li>- friendly letter format</li> </ul> <p><b>Procedural Writing (How to essay)</b></p> <ul style="list-style-type: none"> <li>- transitional words</li> <li>- procedural format</li> <li>- topic sentence, conclusion</li> </ul>	<p>Holidays Around the World</p> <p>Economics</p> <p>Earth's Systems-Weather</p>

	<p><b><u>Book: Hide and Seek</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: vowel digraphs review</li> <li>- Grammar: singular/plural nouns</li> </ul> <p><b><u>Book: The Fire</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: vowel digraphs review</li> <li>- Grammar: irregular plural nouns</li> </ul> <p><b><u>Set 3</u></b></p> <p><b><u>Book: Slide</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: Initial Consonant Blends</li> <li>- Grammar: Pronouns</li> </ul> <p><b><u>Book: The Plane Trip</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: Initial Consonant Blends</li> <li>- Grammar: Pronouns</li> </ul> <p><b><u>Book: Spot</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: Initial Consonant Blends Review</li> <li>- Grammar: Possessive nouns</li> </ul>		
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<p><b><u>AT</u></b></p>	<p><b><u>Book: The Prints</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: Initial consonant blends review/ Final Consonant Blends</li> <li>- Grammar: Possessive nouns</li> </ul> <p><b><u>Book: The Dream</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: Initial and final consonant blends review</li> <li>- Grammar: Irregular verbs</li> </ul> <p><b><u>Book: The Best Gift</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: Initial Consonant blends review/ Final consonant blends</li> <li>- Grammar: Review/ assessment</li> </ul> <p><b><u>Book: Mittens</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: Compound words and two-syllable words</li> <li>- Grammar: Review</li> </ul>	<p><b>Personal Narratives</b></p> <ul style="list-style-type: none"> <li>- paragraph writing</li> <li>- topic sentence, details, conclusion</li> </ul>	
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**Unit 4: Geometry**

- 2D shapes and attributes
- 3D shapes and attributes
- Partition shapes into equal parts
- Symmetry

**Unit 5: Measurement**

- Tell time to 5 minutes
- Using tools
- Standard units (inches, centimeters, feet, yards, meters)
- Estimate units
- Comparing lengths

**ADVANCED**

**Unit 4: Multiplication**

**Facts**

- arrays
- repeated addition
- multiplication

**AT**

**Unit 4: The First**

**Thanksgiving**

- capitalization and punctuation
- Thanksgiving words

**Unit 5: The Gentle Giants**

- dictionary skills
- soule consonants ending with -ed and -ing
- /j/ and /g/

**Unit 6: Holiday Book**

- types of sentences
- holiday words

**Unit 7: Midnight on the**

**Moon**

- types of sentences
- words ending with /k/
- plural nouns
- /s/
- singular/plural nouns
- irregular plural nouns
- words ending -nk, -nd, and -ng
- pronouns
- silent consonants
- possessive nouns
- /öö/ and /ōō/
- /ow/, and /ou/

**ADVANCED**

**Unit 4: Holiday Book(s)**

- vocabulary words will come from the chosen book

<p>facts</p> <ul style="list-style-type: none"> <li>- multiplication strategies</li> <li>- multiplication chart</li> </ul> <p><b><u>Unit 5: Divison Facts</u></b></p> <ul style="list-style-type: none"> <li>- relationship between multiplication and division</li> <li>- fact families for multiplication and division</li> <li>- solving for an unknown</li> <li>- understanding division</li> </ul> <p><b><u>Unit 6: Fractions</u></b></p> <ul style="list-style-type: none"> <li>- understanding fractions</li> <li>- fractions are equal parts</li> <li>- fractions on a number line</li> <li>- compare, identify, interpret fractions</li> </ul>	<p>or books</p> <ul style="list-style-type: none"> <li>- grammar review</li> </ul> <p><b><u>Unit 5: Andrew Lost in the Ice Age</u></b></p> <ul style="list-style-type: none"> <li>- irregular past tense verbs</li> <li>- long e</li> <li>- possessive nouns</li> <li>- /j/, /ch/, /tch/</li> <li>- pronouns</li> <li>- compound words</li> <li>- easily confused words</li> <li>- silent consonants</li> <li>- contractions</li> <li>- words with ie, ei, ai, or ia</li> <li>- synonyms</li> <li>- /d/ and /t/</li> <li>- antonyms</li> <li>- two and three syllable words</li> <li>- homophones</li> <li>- homographs</li> </ul>		
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PROJECT: Build a Volcano

Phase 1 – Year B – Diversity

Trimester 2

Math	Language Arts	Writing	Science/Social Studies
<p><b><u>BEGINNING</u></b>  <b><u>Unit 4: Geometry</u></b></p> <ul style="list-style-type: none"> <li>- 2D shapes and attributes</li> <li>- 3D shapes – vertices, edges and faces</li> <li>- Put together, take apart</li> <li>- Create shapes</li> </ul> <p><b><u>Unit 5: Numbers to 120</u></b></p> <ul style="list-style-type: none"> <li>- Hundreds chart (100 more, less)</li> <li>- Compare numbers</li> <li>- Word problems and number puzzles</li> <li>- Counting to 120</li> </ul> <p><b><u>Unit 6: Add/Subtract to 20</u></b></p> <ul style="list-style-type: none"> <li>- Place value (tens and ones)</li> <li>- Add/Subtract double digit without regrouping</li> <li>- Manipulatives (Base 10 Blocks)</li> <li>- Number lines</li> </ul> <p><b><u>Unit 7: Fractions</u></b></p> <ul style="list-style-type: none"> <li>- fraction vocabulary</li> <li>- comparing fractions</li> <li>- fraction sort (1 whole, 1/2, 1/3, 1/4)</li> <li>- identifying fractions</li> </ul>	<p><b><u>BEGINNING</u></b>  <b><u>Book: The Cake</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: long vowels with sneaky e</li> <li>- Grammar: Dictionary Skills (ABC order)</li> </ul> <p><b><u>Book: The Bee</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: vowel digraphs ie, oe, ee</li> <li>- Grammar: Syllables</li> </ul> <p><b><u>Book: The Goat</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: vowel digraphs oa</li> <li>- Grammar: Types of sentences</li> </ul> <p><b><u>Book: Sail</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: vowel digraphs ai</li> <li>- Grammar: Types of sentences</li> </ul> <p><b><u>Book: The Seal</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: vowel digraphs ea</li> <li>- Grammar: Plural nouns</li> </ul>	<p><b>Friendly Letters</b></p> <ul style="list-style-type: none"> <li>- parts of a letter</li> <li>- friendly letter format</li> </ul> <p><b>Procedural Writing (How to essay)</b></p> <ul style="list-style-type: none"> <li>- transitional words</li> <li>- procedural format</li> <li>- topic sentence,</li> </ul>	<p>Winter Holidays Around the World</p> <p>Inauguration Day (during election years)</p>

	<p><b><u>Book: Hide and Seek</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: vowel digraphs review</li> <li>- Grammar: singular/plural nouns</li> </ul> <p><b><u>Book: The Fire</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: vowel digraphs review</li> <li>- Grammar: irregular plural nouns</li> </ul> <p><b><u>Set 3</u></b></p> <p><b><u>Book: Slide</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: Initial Consonant Blends</li> <li>- Grammar: Pronouns</li> </ul> <p><b><u>Book: The Plane Trip</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: Initial Consonant Blends</li> <li>- Grammar: Pronouns</li> </ul> <p><b><u>Book: Spot</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: Initial Consonant Blends Review</li> <li>- Grammar: Possessive nouns</li> </ul>	<p>conclusion</p>	<p>Martin Luther King, Jr. Day</p> <p>Chinese New Year</p>
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	<p><b><u>Book: The Prints</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: Initial consonant blends review/ Final Consonant Blends</li> <li>- Grammar: Possessive nouns</li> </ul> <p><b><u>Book: The Dream</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: Initial and final consonant blends review</li> <li>- Grammar: Irregular verbs</li> </ul> <p><b><u>Book: The Best Gift</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: Initial Consonant blends review/ Final consonant blends</li> <li>- Grammar: Review/ assessment</li> </ul> <p><b><u>Book: Mittens</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: Compound words and two-syllable words</li> <li>- Grammar: Review</li> </ul>	<p><b>Personal Narratives</b></p> <ul style="list-style-type: none"> <li>- paragraph writing</li> <li>- topic sentence, details, conclusion</li> </ul>	<p>Black History Month</p> <p>Solar Systems</p>
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<p style="text-align: center;"><u>AT</u></p> <p><b><u>Unit 4: Geometry</u></b></p> <ul style="list-style-type: none"> <li>- 2D shapes and attributes</li> <li>- 3D shapes and attributes</li> <li>- Partition shapes into equal parts</li> <li>- Symmetry</li> </ul> <p><b><u>Unit 5: Measurement</u></b></p> <ul style="list-style-type: none"> <li>- Tell time to 5 minutes</li> <li>- Using tools</li> <li>- Standard units (inches, centimeters, feet, yards, meters)</li> <li>- Estimate units</li> <li>- Comparing lengths</li> </ul> <p style="text-align: center;"><b><u>ADVANCED</u></b></p> <p><b><u>Unit 4: Multiplication Facts</u></b></p> <ul style="list-style-type: none"> <li>- arrays</li> <li>- repeated addition</li> <li>- multiplication</li> </ul>	<p style="text-align: center;"><u>AT</u></p> <p><b><u>Unit 4: The First Thanksgiving</u></b></p> <ul style="list-style-type: none"> <li>- capitalization and punctuation</li> <li>- Thanksgiving words</li> </ul> <p><b><u>Unit 5: The Gentle Giants</u></b></p> <ul style="list-style-type: none"> <li>- dictionary skills</li> <li>- subtle consonants ending with -ed and -ing</li> <li>- /j/ and /g/</li> </ul> <p><b><u>Unit 6: Holiday Book</u></b></p> <ul style="list-style-type: none"> <li>- types of sentences</li> <li>- holiday words</li> </ul> <p><b><u>Unit 7: Midnight on the Moon</u></b></p> <ul style="list-style-type: none"> <li>- types of sentences</li> <li>- words ending with /k/</li> <li>- plural nouns</li> <li>- /s/</li> <li>- singular/plural nouns</li> <li>- irregular plural nouns</li> <li>- words ending -nk, -nd, and -ng</li> <li>- pronouns</li> <li>- silent consonants</li> <li>- possessive nouns</li> <li>- /öö/ and /ōō/</li> <li>- /ow/, and /ou/</li> </ul> <p style="text-align: center;"><b><u>ADVANCED</u></b></p> <p><b><u>Unit 3: Ivy and Bean</u></b></p> <ul style="list-style-type: none"> <li>- irregular past tense verbs</li> <li>- long e</li> </ul>		
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<p>facts</p> <ul style="list-style-type: none"> <li>- multiplication strategies</li> <li>- multiplication chart</li> </ul> <p><b><u>Unit 5: Divison Facts</u></b></p> <ul style="list-style-type: none"> <li>- relationship between multiplication and division</li> <li>- fact families for multiplication and division</li> <li>- solving for an unknown</li> <li>- understanding division</li> </ul> <p><b><u>Unit 6: Fractions</u></b></p> <ul style="list-style-type: none"> <li>- understanding fractions</li> <li>- fractions are equal parts</li> <li>- fractions on a number line</li> <li>- compare, identify, interpret fractions</li> </ul>	<ul style="list-style-type: none"> <li>- possessive nouns</li> <li>- words with /j/, /ch/, /tch/</li> <li>- pronouns</li> <li>- compound words</li> <li>- easily confused words</li> </ul> <p><b><u>Unit 4: Galaxy Zack</u></b></p> <ul style="list-style-type: none"> <li>- silent consonants</li> <li>- words with ie, ei, ai, ia</li> <li>- contractions</li> <li>- synonyms</li> <li>- words with /d/ and /t/</li> <li>- antonyms</li> <li>- two syllable words</li> <li>- homophones</li> <li>- three syllable words</li> <li>- homographs</li> </ul>		
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PROJECT: Solar System Project

Phase 1 – Year B – Diversity

Trimester 1

Math	Language Arts	Writing	Science/Social Studies
<p><b><u>BEGINNING</u></b>  <b><u>Unit 1: Numbers to 50</u></b>            - Counting            - Before/After            - Writing Numbers            - Sequencing Numbers</p> <p><b><u>Unit 2: Add/Subtract w/in 10</u></b>            - Number lines            - Hundreds Chart            - Manipulatives to add            - Word Problems</p> <p><b><u>Unit 3: Data and Graphs</u></b>            - Bar, Pie, Pictographs            - Read and interpret data            - Tallies            - Create graph from data</p>	<p><b><u>BEGINNING</u></b>  <b><u>Set 1</u></b>  <b><u>Book: Mac and Tab</u></b>            - Phonics Concept: Short a            - Grammar: nouns</p> <p><b><u>Book: The Tin Man</u></b>            - Phonics Concept: short i            - Grammar: Common and proper nouns</p> <p><b><u>Book: Al</u></b>            - Phonics Concept: short o            - Grammar: common and proper nouns</p> <p><b><u>Book: Tim</u></b>            - Phonics Concept: short u            - Grammar: verbs</p> <p><b><u>Book: The jet</u></b>            - Phonics Concept: short e            - Grammar: verb tenses</p> <p><b><u>Book: Ben Bug</u></b>            - Phonics Concept: short vowel review            - Grammar: verb tenses</p> <p><b><u>Book: Ed</u></b>            - Phonics Concept: short vowel review            - Grammar: subject verb agreement</p>	<p><b>Sentence Structure</b>            - what is a sentence            -parts of a sentence            - super sentences</p> <p><b>Fictional Story Writing</b>            - what is a story            - character, setting, plot, etc.</p>	<p>Our Place in our School, City, Country and World</p> <p>Olympics (only during the summer Olympics years)</p>



<ul style="list-style-type: none"> <li>- Missing addends</li> <li>- Word problems</li> </ul> <p><b><u>Unit 2: Numbers to 200/1,000</u></b></p> <ul style="list-style-type: none"> <li>- Comparing numbers</li> <li>- Expanding, standard, word form</li> <li>- Base 10</li> <li>- Place value</li> <li>- Greatest to least</li> <li>- 10 more, 10 less</li> </ul> <p><b><u>Unit: 3 Add/Subtract Larger Numbers</u></b></p> <ul style="list-style-type: none"> <li>- with and without regrouping</li> <li>- Word problems</li> </ul>	<ul style="list-style-type: none"> <li>- short a</li> <li>- short e</li> </ul> <p><b><u>Unit 2: Bones and the Yellow Mystery</u></b></p> <ul style="list-style-type: none"> <li>- verbs</li> <li>- short i</li> <li>- verb tenses</li> <li>- short o</li> <li>- short u</li> <li>- irregular verbs</li> <li>- long a</li> </ul> <p><b><u>Unit 3: Nate the Great</u></b></p> <ul style="list-style-type: none"> <li>- subject verb agreement</li> <li>- long e</li> <li>- long i</li> <li>- adjectives</li> <li>- long o</li> <li>- consonant blends</li> <li>- digraphs</li> </ul>		
<p><b><u>ADVANCED</u></b></p> <p><b><u>Unit 1: Numbers to 1,000</u></b></p> <ul style="list-style-type: none"> <li>- Base Ten</li> <li>- Place Value</li> <li>- Expanded, Word, Standard Form</li> <li>- Comparing Numbers</li> <li>- Even and Odd</li> <li>- Rounding to nearest 10 or 100</li> </ul> <p><b><u>Unit 2: Addition and Subtraction</u></b></p> <ul style="list-style-type: none"> <li>- Add and Subtract within 1,000</li> <li>- Word problems</li> <li>- Mentally adding and subtracting</li> <li>- properties of addition</li> <li>- math fact strategies</li> </ul>	<p><b><u>ADVANCED</u></b></p> <p><b><u>Unit 1: Judy Moody and The Not Bummer Summer</u></b></p> <ul style="list-style-type: none"> <li>- short/long vowels</li> <li>- common/proper nouns</li> <li>- final consonant blends</li> <li>- /aw/ sound</li> <li>- past-present-future tense verbs</li> <li>- -ing and -ed endings</li> <li>- short and long /e/</li> <li>- adjectives</li> <li>- short and long /u/</li> <li>- punctuation and capitalization</li> <li>- /oo/ sound</li> <li>- dictionary skills</li> <li>- ABC order</li> <li>- words that end with -er</li> <li>- syllables</li> </ul>		

<p><b><u>Unit 3: Geometry and Measurement</u></b></p> <ul style="list-style-type: none"> <li>- Identifying attributes of 2D and 3D shapes</li> <li>- Partitioning shapes</li> <li>- Perimeter</li> <li>- Liquid measurement</li> <li>- Tools</li> <li>- Standard and non-standard (inches, feet, centimeters, meters)</li> <li>- Estimating length</li> <li>- Comparing lengths</li> <li>- Word problems with measurement</li> <li>- Number lines</li> <li>- Time (nearest minute, am and pm)</li> </ul>	<ul style="list-style-type: none"> <li>- compound words</li> <li>- types of sentences</li> <li>- silent letters</li> <li>- single/plural nouns</li> </ul> <p><b><u>Unit 2: Holiday Books</u></b></p> <ul style="list-style-type: none"> <li>- spelling and grammar review</li> </ul>		
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PROJECT: Cultural Doll

Phase 1 – Year B – Diversity

Trimester 1

Math	Language Arts	Writing	Science/Social Studies
<p><b><u>BEGINNING</u></b>  <b><u>Unit 1: Numbers to 50</u></b></p> <ul style="list-style-type: none"> <li>- Counting</li> <li>- Before/After</li> <li>- Writing Numbers</li> <li>- Sequencing Numbers</li> </ul> <p><b><u>Unit 2: Add/Subtract w/in 10</u></b></p> <ul style="list-style-type: none"> <li>- Number lines</li> <li>- Hundreds Chart</li> <li>- Manipulatives to add</li> <li>- Word Problems</li> </ul> <p><b><u>Unit 3: Data and Graphs</u></b></p> <ul style="list-style-type: none"> <li>- Bar, Pie, Pictographs</li> <li>- Read and interpret data</li> <li>- Tallies</li> <li>- Create graph from data</li> </ul>	<p><b><u>BEGINNING</u></b>  <b><u>Set 1</u></b>  <b><u>Book: Mac and Tab</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: Short a</li> <li>- Grammar: nouns</li> </ul> <p><b><u>Book: The Tin Man</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: short i</li> <li>- Grammar: Common and proper nouns</li> </ul> <p><b><u>Book: Al</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: short o</li> <li>- Grammar: common and proper nouns</li> </ul> <p><b><u>Book: Tim</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: short u</li> <li>- Grammar: verbs</li> </ul> <p><b><u>Book: The jet</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: short e</li> <li>- Grammar: verb tenses</li> </ul> <p><b><u>Book: Ben Bug</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: short vowel review</li> <li>- Grammar: verb tenses</li> </ul> <p><b><u>Book: Ed</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: short vowel review</li> <li>- Grammar: subject verb agreement</li> </ul>	<p><b>Sentence Structure</b></p> <ul style="list-style-type: none"> <li>- what is a sentence</li> <li>-parts of a sentence</li> <li>- super sentences</li> </ul> <p><b>Fictional Story Writing</b></p> <ul style="list-style-type: none"> <li>- what is a story</li> <li>- character, setting, plot, etc.</li> </ul>	<p>Our Place in our School, City, Country and World</p> <p>Olympics (only during the summer Olympics years)</p>



<ul style="list-style-type: none"> <li>- Missing addends</li> <li>- Word problems</li> </ul> <p><b><u>Unit 2: Numbers to 200/1,000</u></b></p> <ul style="list-style-type: none"> <li>- Comparing numbers</li> <li>- Expanding, standard, word form</li> <li>- Base 10</li> <li>- Place value</li> <li>- Greatest to least</li> <li>- 10 more, 10 less</li> </ul> <p><b><u>Unit: 3 Add/Subtract Larger Numbers</u></b></p> <ul style="list-style-type: none"> <li>- with and without regrouping</li> <li>- Word problems</li> </ul>	<ul style="list-style-type: none"> <li>- short a</li> <li>- short e</li> </ul> <p><b><u>Unit 2: Bones and the Yellow Mystery</u></b></p> <ul style="list-style-type: none"> <li>- verbs</li> <li>- short i</li> <li>- verb tenses</li> <li>- short o</li> <li>- short u</li> <li>- irregular verbs</li> <li>- long a</li> </ul> <p><b><u>Unit 3: Nate the Great</u></b></p> <ul style="list-style-type: none"> <li>- subject verb agreement</li> <li>- long e</li> <li>- long i</li> <li>- adjectives</li> <li>- long o</li> <li>- consonant blends</li> <li>- digraphs</li> </ul>		
<p style="text-align: center;"><b><u>ADVANCED</u></b></p> <p><b><u>Unit 1: Numbers to 1,000</u></b></p> <ul style="list-style-type: none"> <li>- Base Ten</li> <li>- Place Value</li> <li>- Expanded, Word, Standard Form</li> <li>- Comparing Numbers</li> <li>- Even and Odd</li> <li>- Rounding to nearest 10 or 100</li> </ul> <p><b><u>Unit 2: Addition and Subtraction</u></b></p> <ul style="list-style-type: none"> <li>- Add and Subtract within 1,000</li> <li>- Word problems</li> <li>- Mentally adding and subtracting</li> <li>- properties of addition</li> <li>- math fact strategies</li> </ul>	<p style="text-align: center;"><b><u>ADVANCED</u></b></p> <p><b><u>Unit 1: Judy Moody and The Not Bummer Summer</u></b></p> <ul style="list-style-type: none"> <li>- short/long vowels</li> <li>- common/proper nouns</li> <li>- final consonant blends</li> <li>- /aw/ sound</li> <li>- past-present-future tense verbs</li> <li>- -ing and -ed endings</li> <li>- short and long /e/</li> <li>- adjectives</li> <li>- short and long /u/</li> <li>- punctuation and capitalization</li> <li>- /oo/ sound</li> <li>- dictionary skills</li> <li>- ABC order</li> <li>- words that end with -er</li> <li>- syllables</li> </ul>		

<p><b><u>Unit 3: Geometry and Measurement</u></b></p> <ul style="list-style-type: none"> <li>- Identifying attributes of 2D and 3D shapes</li> <li>- Partitioning shapes</li> <li>- Perimeter</li> <li>- Liquid measurement</li> <li>- Tools</li> <li>- Standard and non-standard (inches, feet, centimeters, meters)</li> <li>- Estimating length</li> <li>- Comparing lengths</li> <li>- Word problems with measurement</li> <li>- Number lines</li> <li>- Time (nearest minute, am and pm)</li> </ul>	<ul style="list-style-type: none"> <li>- compound words</li> <li>- types of sentences</li> <li>- silent letters</li> <li>- single/plural nouns</li> </ul> <p><b><u>Unit 2: Holiday Books</u></b></p> <ul style="list-style-type: none"> <li>- spelling and grammar review</li> </ul>		
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PROJECT: Cultural Doll

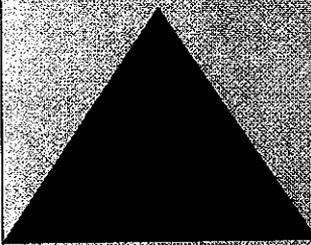
Phase 1 – Year A – Time

Trimester 1

Math	Language Arts	Writing	Science/Social Studies
<p><b>BEGINNING</b>  <b>Unit 1: Numbers to 50</b></p> <ul style="list-style-type: none"> <li>- Counting</li> <li>- Before/After</li> <li>- Writing Numbers</li> <li>- Sequencing Numbers</li> </ul> <p><b>Unit 2: Add/Subtract w/in 10</b></p> <ul style="list-style-type: none"> <li>- Number lines</li> <li>- Hundreds Chart</li> <li>- Manipulatives to add</li> <li>- Word Problems</li> </ul> <p><b>Unit 3: Data and Graphs</b></p> <ul style="list-style-type: none"> <li>- Bar, Pie, Pictographs</li> <li>- Read and interpret data</li> <li>- Tallies</li> <li>- Create graph from data</li> </ul>	<p><b>BEGINNING</b>  <b>Set 1</b>  <b>Book: Mac and Tab</b></p> <ul style="list-style-type: none"> <li>- Phonics</li> <li>Concept: Short a</li> <li>- Grammar: nouns</li> </ul> <p><b>Book: The Tin Man</b></p> <ul style="list-style-type: none"> <li>- Phonics</li> <li>Concept: short i</li> <li>- Grammar: Common and proper nouns</li> </ul> <p><b>Book: Al</b></p> <ul style="list-style-type: none"> <li>- Phonics</li> <li>Concept: short o</li> <li>- Grammar: common and proper nouns</li> </ul> <p><b>Book: Tim</b></p> <ul style="list-style-type: none"> <li>- Phonics</li> <li>Concept: short u</li> <li>- Grammar: verbs</li> </ul> <p><b>Book: The jet</b></p> <ul style="list-style-type: none"> <li>- Phonics</li> <li>Concept: short e</li> <li>- Grammar: verb tenses</li> </ul> <p><b>Book: Ben Bug</b></p> <ul style="list-style-type: none"> <li>- Phonics</li> <li>Concept: short vowel review</li> <li>- Grammar: verb tenses</li> </ul> <p><b>Book: Ed</b></p> <ul style="list-style-type: none"> <li>- Phonics</li> </ul>	<p><b>Sentence Structure</b></p> <ul style="list-style-type: none"> <li>- what is a sentence</li> <li>-parts of a sentence</li> <li>- super sentences</li> </ul> <p><b>Fictional Story Writing</b></p> <ul style="list-style-type: none"> <li>- what is a story</li> <li>- character, setting, plot, etc.</li> </ul>	<p>Citizenship</p> <p>Then and Now- Past and Present</p> <p>State and Country Symbols</p>

	<p>Concept: short vowel review</p> <ul style="list-style-type: none"> <li>- Grammar: subject verb agreement</li> </ul> <p><b><u>Book: Meg</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: short vowel review</li> <li>- Grammar: subject verb agreement</li> </ul> <p><b><u>Book: Ted</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: short vowel review</li> <li>- Grammar: adjectives</li> </ul> <p><b><u>Book: The Wig</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: short vowel review</li> <li>- Grammar: adjectives</li> </ul> <p><b><u>Set 2</u></b></p> <p><b><u>Book: Mac Gets Well</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: long vowels with sneaky e</li> <li>- Grammar: Capitalization with punctuation</li> </ul> <p><b><u>Book: The Big Game</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: long vowel with sneaky e</li> </ul>	<p><b>Opinion Writing</b></p> <ul style="list-style-type: none"> <li>- parts of an opinion piece</li> <li>- state your opinion, provide reasons, end with a conclusion</li> </ul>	<p>Map Skills</p>
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<p style="text-align: center;"><b><u>AT</u></b></p> <p><b><u>Unit 1: Add/Subtract within 20</u></b></p> <ul style="list-style-type: none"> <li>- Fact families</li> <li>- Odd and even number</li> <li>- Missing addends</li> <li>- Word problems</li> </ul> <p><b><u>Unit 2: Numbers to 200/1,000</u></b></p> <ul style="list-style-type: none"> <li>- Comparing numbers</li> <li>- Expanding, standard, word form</li> <li>- Base 10</li> <li>- Place value</li> <li>- Greatest to least</li> <li>- 10 more, 10 less</li> </ul> <p><b><u>Unit: 3 Add/Subtract Larger Numbers</u></b></p> <ul style="list-style-type: none"> <li>- with and without regrouping</li> <li>- Word problems</li> </ul> <p style="text-align: center;"><b><u>ADVANCED</u></b></p> <p><b><u>Unit 1: Numbers to 1,000</u></b></p> <ul style="list-style-type: none"> <li>- Base Ten</li> <li>- Place Value</li> <li>- Expanded, Word, Standard Form</li> <li>- Comparing Numbers</li> <li>- Even and Odd</li> </ul>	<ul style="list-style-type: none"> <li>- Grammar: Review/ Assessment</li> </ul> <p style="text-align: center;"><b><u>Book: The Joke</u></b></p> <ul style="list-style-type: none"> <li>- Phonics Concept: long vowel with sneaky e</li> <li>- Grammar: Review</li> </ul> <p style="text-align: center;"><b><u>AT</u></b></p> <p><b><u>Unit 1: Dinosaur Days</u></b></p> <ul style="list-style-type: none"> <li>- Common and proper nouns</li> <li>- short a and short e</li> </ul> <p><b><u>Unit 2: Dinosaurs Before Dark</u></b></p> <ul style="list-style-type: none"> <li>- verbs</li> <li>- short i</li> <li>- verb tenses</li> <li>- short o</li> <li>- irregular verbs</li> <li>- long a</li> <li>- subject verb agreement</li> <li>- long e</li> <li>- long i</li> <li>- adjectives</li> <li>- long o</li> <li>- consonant blends</li> <li>- digraphs</li> </ul> <p style="text-align: center;"><b><u>ADVANCED</u></b></p> <p><b><u>Unit 1: The Long Way to a New Land</u></b></p> <ul style="list-style-type: none"> <li>- short vowel review</li> <li>- common and proper nouns</li> <li>- initial and final consonant</li> </ul>		
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<p><b>Numbers</b></p> <ul style="list-style-type: none"> <li>• Matching Sets to numbers</li> <li>• Compare Sets</li> <li>• Pair Sets One to One</li> <li>• One More</li> <li>• One Less</li> <li>• Same Number</li> <li>• Compare Numbers</li> <li>• How Many More</li> <li>• How Many Less</li> <li>• How Many in All</li> <li>• Assess</li> </ul> <p><b>Unit 5: Measurement</b></p> <ul style="list-style-type: none"> <li>• Compare Sizes</li> <li>• Compare Length</li> <li>• Order Length</li> <li>• Compare Height</li> <li>• Compare Weight</li> </ul> 	<p><b>PRESENTATION OF KNOWLEDGE AND IDEAS</b></p> <ul style="list-style-type: none"> <li>• Add Drawings to provide additional details</li> <li>• Speak Audibly and express thoughts, feelings and ideas clearly</li> </ul> <p><b>CONVENTIONS OF ENGLISH</b></p> <ul style="list-style-type: none"> <li>• Print all Upper and Lower Case Letters</li> <li>• Prepositions (to, from, in, out, on, off, for, of, by, with)</li> <li>• Capitalize the first word in a sentence and the pronoun I</li> <li>• Recognize and name the punctuation mark "period"</li> </ul> <p><b>VOCABULARY ACQUISITION</b></p> <ul style="list-style-type: none"> <li>• Sort Objects into categories</li> <li>• Antonyms of common verbs (walk/run, sit/stand)</li> <li>• Real life connections between words and their uses (this can coordinate with our word of the week)</li> <li>• Write a letter or letters for all consonant and short vowel sounds.</li> </ul>	<p>text by asking and answering questions about key details</p> <ul style="list-style-type: none"> <li>• Ask and answer questions in order to seek help, get information, or clarify something</li> </ul> <p><b>READING STANDARDS FOR LITERATURE</b></p> <ul style="list-style-type: none"> <li>• Retelling familiar stories including detail</li> <li>• Identifying characters, settings, and major events in a story</li> <li>• Ask and answer questions about unknown words in a text</li> <li>• Recognize common types of text (e.g. storybooks, poems, fantasy, realistic text)</li> </ul>	<p>peers</p> <p><b>RESEARCH TO BUILD AND PRESENT KNOWLEDGE</b></p> <ul style="list-style-type: none"> <li>• Participate in shared research and writing projects (e.g. explore a number of books by a favorite author and express opinions about them)</li> <li>• With guidance and support from adults gather information from provided sources to answer a question</li> </ul> <p><b>COMPREHENSION AND COLLABORATION</b></p> <ul style="list-style-type: none"> <li>• Continue a conversation through multiple exchanges about kindergarten topics and texts with peers and adults</li> <li>• Confirm understanding of a text by asking and answering questions about key details</li> <li>• Ask and answer questions in order to seek help, get information, or clarify something</li> </ul>
<p><b>END OF TRIMESTER ONE</b></p> <p><b>Unit 6: Numbers 10-20</b></p> <ul style="list-style-type: none"> <li>• All About 10: a group of 10</li> <li>• All About 11: A group of 10 and 1</li> <li>• All About 12: a Group of 10 and 2</li> <li>• All About 13: a Group of 10 and 3</li> <li>• All About 14: a Group of 10 and 4</li> <li>• All About 15: a Group of 10 and 5</li> <li>• All About 16: a Group of 10 and 6</li> </ul>	<p><b>READING STANDARDS FOR LITERATURE</b></p>	<p><b>READING STANDARDS For INFORMATION</b></p> <ul style="list-style-type: none"> <li>• Identify main topic and discuss key details about a text</li> <li>• Ask and answer questions about unknown words in a text</li> <li>• Identify basic similarities in and differences between two texts on the same topic (e.g. in illustrations,</li> </ul>	<p><b>CONVENTION OF ENGLISH</b></p> <ul style="list-style-type: none"> <li>• Understand and use question words (who, what, where, when, why, and</li> </ul>

<ul style="list-style-type: none"> <li>• All About 17: a Group of 10 and 7</li> <li>• All About 18: a Group of 10 and 8</li> <li>• Count up and back to 10</li> <li>• Assess</li> </ul> <p><b>Unit 7: Numbers 10-20 and 2D and 3D shapes</b></p> <ul style="list-style-type: none"> <li>• Read and Write 10-19 and Solid Shapes</li> <li>• Compare 10-19 and Solid Shapes</li> <li>• Compare 10-19 and Construct Solid Shapes</li> <li>• More and Less 10-19 and Circles and Triangles</li> <li>• One More 10-19 and Squares and Rectangles</li> <li>• One Less 10-19 and Hexagons</li> <li>• Pair Sets and One to One and Flat Shapes in the Real World</li> <li>• Read and Write 0-19 and Comparing Solid and Flat Shapes</li> <li>• One More and One Less 0-19 and Positional Words</li> <li>• Assess</li> </ul> <p><b>Unit 8: Numbers to 100</b></p> <ul style="list-style-type: none"> <li>• Count by 2's</li> <li>• Counting by 5's pt. 1</li> <li>• Counting by 5's pt. 2</li> <li>• Counting by 10's</li> <li>• Numbers 20-29</li> <li>• Numbers 30-49</li> <li>• Numbers 50-79</li> </ul>	<ul style="list-style-type: none"> <li>• Ask and Answer questions about key details in a text</li> <li>• Name the Author and Illustrator of a story and define the role of each in telling the story</li> <li>• Describe the relationship between illustrations and the story in which they appear (e.g. what moment an illustration depicts in the story)</li> <li>• Activate Prior Knowledge related to the information and events in a text</li> <li>• Use Illustrations to make predictions about text</li> </ul> <p><b>READING STANDARDS FOR INFORMATIONAL TEXT</b></p> <ul style="list-style-type: none"> <li>• Ask and Answer questions about key details in a text</li> <li>• Identify front cover, back cover, and title page</li> <li>• Name the author and illustrator of a story and define the role of each in telling the story</li> <li>• Describe the relationship between illustrations and the story in which they appear (e.g. what moment an illustration depicts in a story)</li> </ul>	<p>descriptions, or procedures</p> <p><b>PHONOLOGICAL AWARENESS</b></p> <ul style="list-style-type: none"> <li>• Recognize and produce rhyming words</li> <li>• Count, produce, blend and segment syllables in words</li> <li>• Blend and segment onset and rhyme</li> <li>• Add or substitute phonemes in one syllable words to make new words</li> <li>• Blend two to three phonemes into words</li> </ul> <p><b>PRESENTATION OF KNOWLEDGE AND IDEAS</b></p> <ul style="list-style-type: none"> <li>• Describe familiar people, place, things, and events and provide details</li> </ul> <p><b>CONVENTION OF ENGLISH</b></p> <ul style="list-style-type: none"> <li>• Use of nouns and verbs</li> <li>• Form regular plural nouns (orally) by adding /s/ or /es/</li> <li>• Recognize and name I and ?</li> <li>• Write a letter or letters for consonant and short vowels</li> </ul> <p><b>VOCABULARY</b></p>	<p>how)</p> <ul style="list-style-type: none"> <li>• Produce and expand complete sentences</li> <li>• Spell simple words phonetically, drawing on knowledge of sound-letter relationships</li> </ul> <p><b>VOCABULARY ACQUISITION AND USE</b></p> <ul style="list-style-type: none"> <li>• Identify new meanings for familiar word and apply them accurately (duck is a bird and learning the verb duck)</li> <li>• Use inflections and affixes (-ed, -e, re, un, pre, ful, less)</li> <li>• Distinguish shades of meaning among verbs describing the same general action (walk, march, strut, prance)</li> </ul> <p><b>READING STANDARDS FOR LITERATURE</b></p> <ul style="list-style-type: none"> <li>• Recognize common types of texts (e.g. storybooks, poems, fantasy, realistic texts)</li> <li>• With prompting and support, compare and contrast the adventures and experiences of characters in familiar stories</li> </ul> <p><b>READING STANDARDS FOR INFORMATION</b></p>
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<ul style="list-style-type: none"> <li>• Numbers 80-100</li> <li>• Numbers 1-100</li> <li>• Assess</li> </ul> <p><b>Unit 9: Comparing Sets</b></p> <ul style="list-style-type: none"> <li>• Comparing Collections 10-20</li> <li>• Comparing Numbers to 10</li> <li>• Breaking Down Numbers 11-20</li> <li>• Comparing the "Extras" in Numbers 11-20</li> <li>• One More, One Less to Compare</li> <li>• Finding the Difference in Sets to 10</li> <li>• Finding the Difference in Sets to 20</li> <li>• Combining Sets to 10</li> <li>• Combining Sets to 20</li> <li>• Assess</li> </ul> <p><b>Unit 10: Addition to 10</b></p> <ul style="list-style-type: none"> <li>• Using Objects to Add</li> <li>• Using Fingers to Add</li> <li>• Using a Number Path to Path</li> <li>• Plus Sign</li> <li>• Equal Sign</li> <li>• Additional Word Problems</li> </ul>	<ul style="list-style-type: none"> <li>• Activate prior knowledge related to the information and events in a text</li> <li>• Use Illustrations to make predictions about text</li> </ul>	<p><b>ACQUISITION AND USE</b></p> <ul style="list-style-type: none"> <li>• Use words and phrases acquired through conversations and reading (can use word of the week)</li> </ul>	<ul style="list-style-type: none"> <li>• Describe the connection between two individuals, events, ideas, or pieces of information in a text</li> <li>• Identify the reasons an author gives support points in a text</li> </ul> <p><b>PHONOLOGICAL AWARENESS</b></p> <ul style="list-style-type: none"> <li>• Count, produce, blend, and segment syllables in words</li> <li>• Isolate and pronounce, blend and segment syllables in spoken words</li> <li>• Add or Substitute phonemes in one syllable words to make new words</li> </ul>
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**END OF TRIMESTER 2**

**Unit 11: Addition Word Problems**

- Using Objects to Add
- Using Fingers to Add
- Using a Number Path to Path
- Plus Sign
- Equal Sign
- Addition Word Problems
- Writing Addition Word Problems
- Solving Unknown Word Problems
- Addition Sums to 10
- Assess

**Unit 12: Subtraction to 10**

- Using Objects to Subtract
- Using Fingers to Subtract
- Using a Picture to Subtract
- Minus Sign
- Subtraction Word Problems
- Unknown Subtraction Word Problems
- Subtracting One
- Differences within 10
- Assess

**Unit 13: Graphing**

- Sort and Classify
- Sort by Unknown Rule
- Sort and State Data
- Sort and Analyze Data

END OF TRIMESTER 3

- Introduction to Graphing
- Survey and Graph
- Bar Graphs
- Circle Graphs
- Analyze Graphs
- Graphing Hands On
- Assess
- Unit 14: Time to Hour
- Times of the Day
- Days of the Week
- Yesterday, Today, Tomorrow
- Months of the Year
- Telling Time Pt. 1
- Telling Time Pt. 2
- Analog Clock
- Digital Clock
- Time in the Classroom Day
- Time Frequency
- Assess
- Unit 15: Money Values
- The Penny
- The Nickel
- The Dime
- Counting Coins
- The Quarter
- Assess

<ul style="list-style-type: none"> <li>- Rounding to nearest 10 or 100</li> </ul> <p><b><u>Unit 2: Addition and Subtraction</u></b></p> <ul style="list-style-type: none"> <li>- Add and Subtract within 1,000</li> <li>- Word problems</li> <li>- Mentally adding and subtracting</li> <li>- properties of addition</li> <li>- math fact strategies</li> </ul> <p><b><u>Unit 3: Geometry and Measurement</u></b></p> <ul style="list-style-type: none"> <li>- Identifying attributes of 2D and 3D shapes</li> <li>- Partitioning shapes</li> <li>- Perimeter</li> <li>- Liquid measurement</li> <li>- Tools</li> <li>- Standard and non-standard (inches, feet, centimeters, meters)</li> <li>- Estimating length</li> <li>- Comparing lengths</li> <li>- Word problems with measurement</li> <li>- Number lines</li> <li>- Time (nearest minute, am and pm)</li> </ul>	<p style="text-align: center;">blends</p> <p><b><u>Unit 2: Johnny Appleseed</u></b></p> <ul style="list-style-type: none"> <li>- /aw/ sound</li> <li>- verb tenses</li> <li>- -ing and -ed endings</li> </ul> <p><b><u>Unit 3: Andrew Lost with the Dinosaurs</u></b></p> <ul style="list-style-type: none"> <li>- short and long e</li> <li>- adjectives</li> <li>- short and long u</li> <li>- punctuation and capitalization</li> <li>- /oo/</li> <li>- ABC order/Dictionary skills</li> <li>- -er words</li> <li>- syllables</li> <li>- compound words</li> <li>- types of sentences</li> <li>- silent letters</li> <li>- single/plural nouns</li> </ul>		
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MATH	LANGUAGE ARTS TRIMESTER 1	LANGUAGE ARTS TRIMESTER 2	LANGUAGE ARTS TRIMESTER 3
<p><b>Unit 1: Number 0-5</b></p> <ul style="list-style-type: none"> <li>• Intro to 1,2,3</li> <li>• Write 1,2,3</li> <li>• Read and Write 4</li> <li>• Read and Write 5</li> <li>• Count to 5 and back</li> <li>• Compare 0-5</li> <li>• Read and Write 0</li> <li>• Order 0-5</li> <li>• Quantities 0-5</li> <li>• Read and Write 0-5</li> <li>• Assess</li> </ul> <p><b>Unit 2: Sort and Classify</b></p> <ul style="list-style-type: none"> <li>• Alike and Different</li> <li>• Noticing Differences</li> <li>• Finding Matches</li> <li>• Sort by One Attribute</li> <li>• Sort by More than One Attribute</li> <li>• Same Number</li> <li>• More Than</li> <li>• Less Than</li> <li>• Identify Patterns</li> <li>• Predict Patterns</li> <li>• Assess</li> </ul> <p><b>Unit 3: Number 1-10</b></p> <ul style="list-style-type: none"> <li>• Read and Write 6</li> <li>• Read and Write 7</li> <li>• Read and Write 8</li> <li>• Read and Write 6,7,8</li> <li>• Read and Write 9</li> <li>• Read and Write 10</li> <li>• Read and Write 0-10</li> <li>• Order 0-10</li> <li>• Count up and back to 10</li> <li>• Assess</li> </ul> <p><b>Unit 4: Compare</b></p>	<p><b>PRINT CONCEPTS</b></p> <ul style="list-style-type: none"> <li>• Follow words from left to right, top to bottom and page to page</li> <li>• Words in sentences</li> <li>• Word spacing</li> <li>• Recognize and name all upper and lower case letters</li> </ul> <p><b>PHONICS AND WORD RECOGNITION</b></p> <ul style="list-style-type: none"> <li>• One to One letter sound for each consonant</li> <li>• Short Sound and Common Spelling for all five vowels</li> <li>• Read Common High frequency words</li> </ul> <p><b>WRITING STANDARDS</b></p> <ul style="list-style-type: none"> <li>• Use a combination of drawing, dictating and writing to narrate a single or several events, event order and reaction</li> </ul> <p><b>COMPREHENSION AND COLLABORATION</b></p> <ul style="list-style-type: none"> <li>• Follow agreed upon rules for discussions</li> <li>• Understand and follow one and two step oral directions</li> <li>• Ask and answer questions in order to seek help, get information, or clarify something that is not understood</li> </ul>	<p><b>PHONICS AND WORD RECOGNITION</b></p> <ul style="list-style-type: none"> <li>• Long Sound and common spelling (grapheme) for all five vowels</li> <li>• Read common high frequency words (1-53)</li> <li>• Distinguish between similarly spelled words by identifying sounds of the letters that differ</li> </ul> <p><b>FLUENCY</b></p> <ul style="list-style-type: none"> <li>• Read emergent-reader text with purpose and understanding</li> </ul> <p><b>WRITING</b></p> <ul style="list-style-type: none"> <li>• Use Drawings, dictating, and writing to compose opinion pieces in which they tell a reader the topic or the name of the book they are writing about and state an opinion or preference about the topics</li> </ul> <p><b>COMPREHENSION and COLLABORATION</b></p> <ul style="list-style-type: none"> <li>• Continue a conversation through multiple exchanges</li> <li>• Confirm understanding of a</li> </ul>	<p><b>PHONICS AND WORD RECOGNITION</b></p> <ul style="list-style-type: none"> <li>• Read common high frequency words (1-100)</li> <li>• Distinguish between similarly spelled words by identifying sounds of the letters that differ</li> </ul> <p><b>FLUENCY</b></p> <ul style="list-style-type: none"> <li>• Read emergent-reader text with purpose and understanding</li> </ul> <p><b>WRITING</b></p> <ul style="list-style-type: none"> <li>• Use drawings, dictating and writing to compose an informative/explanatory text in which they name what they are writing about and supply some information about the topic</li> </ul> <p><b>PRODUCTION AND DISTRIBUTION OF WRITING</b></p> <ul style="list-style-type: none"> <li>• Respond to questions and suggestions from peers and add details to strengthen writing</li> <li>• Explore digital tools to produce and publish writing, including collaboration with</li> </ul>



Tracy Learning Center - Primary Charter School  
2020-21

Account Profile

Account Name	Budget	YTD	Actual	Remaining	Forecast												Total	Estimated Accruals	Budget Variance
					July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June			
Beginning Cash	Forecast				897,527	1,009,457	897,090	935,858	832,124	811,228	903,762	812,235	791,339	939,418	853,924	841,817	897,527		
Revenues	Budget																		
LOFF Funding																			
State Aid	1,994,505	0	0	0	96,252	96,252	173,253	173,253	173,253	173,253	173,253	173,253	187,147	187,147	187,147	187,147	1,807,358	187,147	0
EPA	430,902	0	0	0	107,726	107,726	57,880	57,880	57,880	57,880	57,880	57,880	107,726	52,776	52,776	52,776	430,902	0	0
In Lieu Tax	735,651	0	0	0	43,410	86,820	57,880	57,880	57,880	57,880	57,880	57,880	105,235	52,776	52,776	52,776	683,192	52,459	0
Federal Revenues	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
California Lottery	70,911	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other State Revenue	5,792	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Food Service Sales	68,749	0	0	0	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	68,749	0	0
Donations	12,600	0	0	0	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	12,600	0	0
Other Local	58,450	0	0	0	5,314	5,314	5,314	5,314	5,314	5,314	5,314	5,314	5,314	5,314	5,314	5,314	58,450	0	0
All Other Revenues	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Revenues</b>	<b>3,377,560</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>152,371</b>	<b>303,506</b>	<b>243,842</b>	<b>243,842</b>	<b>243,842</b>	<b>243,842</b>	<b>243,842</b>	<b>243,842</b>	<b>269,709</b>	<b>269,709</b>	<b>269,709</b>	<b>269,709</b>	<b>3,103,865</b>	<b>273,695</b>	<b>0</b>

Disbursements	Budget	YTD	Actual	Remaining	Forecast												Total	Estimated Accruals	Budget Variance
					July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June			
Certificated	1,557,162	0	0	0	2,500	141,333	141,333	141,333	141,333	141,333	141,333	141,333	141,333	141,333	141,333	141,333	1,557,162	0	0
Classified	402,847	0	0	0	4,000	36,259	36,259	36,259	36,259	36,259	36,259	36,259	36,259	36,259	36,259	36,259	402,847	0	0
Employee Benefits	692,738	0	0	0	17,500	61,385	61,385	61,385	61,385	61,385	61,385	61,385	61,385	61,385	61,385	61,385	692,738	0	0
Books and Supplies	181,243	0	0	0	10,000	15,568	15,568	15,568	15,568	15,568	15,568	15,568	15,568	15,568	15,568	15,568	181,243	0	0
Operating Costs	224,193	0	0	0	224,193	19,018	19,018	19,018	19,018	19,018	19,018	19,018	19,018	19,018	19,018	19,018	224,193	0	0
Facility/Oversight Fees	94,832	0	0	0	94,832	0	0	0	0	0	0	0	0	0	0	0	94,832	0	0
Special Education Enrichment	180,929	0	0	0	180,929	0	0	0	0	0	0	0	0	0	0	0	180,929	0	0
Debt Service Interest	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Disbursements</b>	<b>3,333,944</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>49,000</b>	<b>273,562</b>	<b>364,027</b>	<b>364,027</b>	<b>364,027</b>	<b>364,027</b>	<b>3,239,112</b>	<b>94,832</b>	<b>0</b>						

Change in Cash Position	43,616	-49,000	-121,191	29,944	-29,720	-29,720	83,710	-100,351	-29,720	139,254	-94,318	-20,931	86,795	-135,247	94,832
Payroll Liabilities															
Payroll Reserve for Summer Pay															
Employee Receivable - Summer 125															
Accounts Receivable															
Prepaid Expenses/Deposits															
Accounts Payable															
Other Sources/Uses															
Investments															
All Other Financing Sources															
All Other Financing Uses															
Sites/Site Improvement															
Capital Outlay															
Debt Service Principal															

Prior Year Transactions	267,539	267,539	257,994	9,545
Accounts Receivable				
Accounts Receivable - TLC-Pre-K				
Loans Receivable - TLC-Pre-K				
Prepaid Expenses/Deposits				
Accounts Payable				
Accounts Payable - TLC-Pre-K				
Loans Payable				
Payroll Liabilities				

Total Adjustments and Prior Year	78,092	78,092	160,930	8,824	8,824	-74,014	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	175,156	-97,064
Ending Cash Balance			1,009,457	897,090	935,858	832,124	811,228	903,762	812,235	791,339	939,418	853,924	841,817	937,436	937,436	1,019,235			

Tracy Learning Center - Primary Charter School  
2019-20

Account	Budget	YTD	Budget	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Total	Estimated	Budget	
Revenues	Forecast	Actual	Remaining	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	853,039	Accruals	Variance	
Beginning Cash				853,039	951,877	842,615	883,591	781,913	760,800	853,117	763,997	742,884	892,011	810,766	800,284	800,284	853,039	853,039				
LOFF Funding																						
State Aid	1,925,036	0	1,925,036		92,473	92,473	166,451	166,451	166,451	166,451	166,451	181,567	181,567	181,567	181,567	181,567	181,567	181,567	1,743,469	181,567	0	
EPA	430,902	0	430,902			107,726			107,726			107,726								430,902	0	0
In Leu Tax	723,500	0	723,500		42,512	85,023	56,682	56,682	56,682	56,682	56,682	104,000	52,196	52,196	52,196	52,196	52,196	52,196	671,616	51,884	0	
Federal Revenues	0	0	0																0	0	0	
California Lottery	70,911	0	70,911										17,077						0	0	0	
Other State Revenue	5,792	0	5,792																0	34,088	0	
Food Service Sales	88,618	0	88,618		6,238	6,238	6,238	6,238	6,238	6,238	6,238	6,238	6,238	6,238	6,238	6,238	6,238	6,238	68,618	0	0	
Donations	12,600	0	12,600		1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	12,600	0	0	
Other Local	58,450	0	58,450		5,314	5,314	5,314	5,314	5,314	5,314	5,314	5,314	5,314	5,314	5,314	5,314	5,314	5,314	58,450	0	0	
All Other Revenues	0	0	0																0	0	0	
<b>Total Revenues</b>	<b>3,295,809</b>	<b>0</b>	<b>3,295,809</b>	<b>0</b>	<b>147,681</b>	<b>297,919</b>	<b>235,830</b>	<b>235,830</b>	<b>349,260</b>	<b>255,664</b>	<b>235,830</b>	<b>406,070</b>	<b>263,538</b>	<b>246,461</b>	<b>354,186</b>	<b>3,028,269</b>	<b>267,540</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

Disbursements	1,528,020	0	1,528,020	2,500	138,684	138,684	138,684	138,684	138,684	138,684	138,684	138,684	138,684	138,684	138,684	138,684	138,684	138,684	1,528,020	0	0
Certificated	395,082	0	395,082	4,000	35,553	35,553	35,553	35,553	35,553	35,553	35,553	35,553	35,553	35,553	35,553	35,553	35,553	35,553	395,082	0	0
Employee Benefits	650,439	0	650,439	17,500	57,540	57,540	57,540	57,540	57,540	57,540	57,540	57,540	57,540	57,540	57,540	57,540	57,540	57,540	650,439	0	0
Books and Supplies	179,894	0	179,894	10,000	15,427	15,427	15,427	15,427	15,427	15,427	15,427	15,427	15,427	15,427	15,427	15,427	15,427	15,427	179,894	0	0
Operating Costs	219,203	0	219,203	15,000	18,564	18,564	18,564	18,564	18,564	18,564	18,564	18,564	18,564	18,564	18,564	18,564	18,564	18,564	219,203	0	0
Facility/Oversight Fees	92,383	0	92,383																0	92,383	0
Special Education Enrichment	175,880	0	175,880																0	0	0
Debt Service Interest	0	0	0																0	0	0
<b>Total Disbursements</b>	<b>3,240,501</b>	<b>0</b>	<b>3,240,501</b>	<b>49,000</b>	<b>265,767</b>	<b>265,767</b>	<b>265,767</b>	<b>265,767</b>	<b>349,260</b>	<b>255,664</b>	<b>235,830</b>	<b>406,070</b>	<b>263,538</b>	<b>246,461</b>	<b>354,186</b>	<b>3,028,269</b>	<b>267,540</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Change in Cash Position</b>	<b>55,308</b>	<b>0</b>	<b>55,308</b>	<b>-49,000</b>	<b>-118,086</b>	<b>32,152</b>	<b>-29,937</b>	<b>-29,937</b>	<b>83,493</b>	<b>-97,943</b>	<b>-29,937</b>	<b>140,303</b>	<b>-90,069</b>	<b>-19,306</b>	<b>88,419</b>	<b>-119,649</b>	<b>92,383</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Current Year Adjustments	Payroll Liabilities	Payroll Reserve for Summer Pay	Employee Receivable- Summer 125	Accounts Receivable	Prepaid Expenses/Deposits	Accounts Payable	Other Sources/Uses	Investments	All Other Financing Sources	All Other Financing Uses	Site/Site Improvement	Capital Outlay	Debt Service Principal	Prior Year Transactions	Accounts Receivable	Accounts Receivable-TLC-Pre-K	Loans Receivable-TLC-Pre-K	Prepaid Expenses/Deposits	Accounts Payable	Accounts Payable-TLC-Pre-K	Loans Payable	Payroll Liabilities	Total Adjustments and Prior Year	Total	Estimated	Budget
Change in Cash Position	Payroll Liabilities	Payroll Reserve for Summer Pay	Employee Receivable- Summer 125	Accounts Receivable	Prepaid Expenses/Deposits	Accounts Payable	Other Sources/Uses	Investments	All Other Financing Sources	All Other Financing Uses	Site/Site Improvement	Capital Outlay	Debt Service Principal	Prior Year Transactions	Accounts Receivable	Accounts Receivable-TLC-Pre-K	Loans Receivable-TLC-Pre-K	Prepaid Expenses/Deposits	Accounts Payable	Accounts Payable-TLC-Pre-K	Loans Payable	Payroll Liabilities	Total Adjustments and Prior Year	Total	Estimated	Budget
55,308	0	0	0	0	0	0	0	0	0	0	0	0	0	254,976	0	0	0	0	0	0	0	-98,036	67,273	853,039	853,039	0
-49,000	0	0	0	0	0	0	0	0	0	0	0	0	0	254,976	0	0	0	0	0	0	0	-98,036	67,273	853,039	853,039	0
-118,086	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	245,874	3,102	0	0	0	0	0	0	-98,036	147,838	853,039	853,039	0
32,152	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	245,874	3,102	0	0	0	0	0	0	-98,036	147,838	853,039	853,039	0
-29,937	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	245,874	3,102	0	0	0	0	0	0	-98,036	147,838	853,039	853,039	0
83,493	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	245,874	3,102	0	0	0	0	0	0	-98,036	147,838	853,039	853,039	0
-97,943	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	245,874	3,102	0	0	0	0	0	0	-98,036	147,838	853,039	853,039	0
-29,937	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	245,874	3,102	0	0	0	0	0	0	-98,036	147,838	853,039	853,039	0
140,303	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	245,874	3,102	0	0	0	0	0	0	-98,036	147,838	853,039	853,039	0
-90,069	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	245,874	3,102	0	0	0	0	0	0	-98,036	147,838	853,039	853,039	0
-19,306	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	245,874	3,102	0	0	0	0	0	0	-98,036	147,838	853,039	853,039	0
88,419	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	245,874	3,102	0	0	0	0	0	0	-98,036	147,838	853,039	853,039	0
-119,649	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	245,874	3,102	0	0	0	0	0	0	-98,036	147,838	853,039	853,039	0
92,383	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	245,874	3,102	0	0	0	0	0	0	-98,036	147,838	853,039	853,039	0
0	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	245,874	3,102	0	0	0	0	0	0	-98,036	147,838	853,039	853,039	0
0	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	245,874	3,102	0	0	0	0	0	0	-98,036	147,838	853,039	853,039	0
0	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	245,874	3,102	0	0	0	0	0	0	-98,036	147,838	853,039	853,039	0
0	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	245,874	3,102	0	0	0	0	0	0	-98,036	147,838	853,039	853,039	0
0	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	245,874	3,102	0	0	0	0	0	0	-98,036	147,838	853,039	853,039	0
0	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	245,874	3,102	0	0	0	0	0	0	-98,036	147,838	853,039	853,039	0
0	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	245,874	3,102	0	0	0	0	0	0	-98,036	147,838	853,039	853,039	0
0	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	245,874	3,102	0	0	0	0	0	0	-98,036	147,838	853,039	853,039	0
0	8,824	8,824	8,824	8,824																						

Tracy Learning Center - Primary Charter School  
2018-19

Account	Budget	YTD Actual	Budget Remaining	Actuals												Total	Estimated Accruals	Budget Variance
				July	Aug	Sep	Forecast Oct	Forecast Nov	Forecast Dec	Forecast Jan	Forecast Feb	Forecast Mar	Forecast Apr	Forecast May	Forecast June			
Beginning Cash	Forecast	Actual	Remaining	722,500	779,737	659,706	582,540	627,559	609,852	784,470	691,547	653,839	808,966	759,759	777,780	722,600	172,461	0
LOFF Funding	1,849,453	179,480	1,669,973	89,740	89,740	161,532	161,532	161,532	161,532	161,532	161,532	172,463	172,463	172,463	172,463	1,676,992	172,461	0
State Aid	EPA	430,902	430,902	126,286	126,286	50,005	50,005	50,005	50,005	50,005	50,005	50,005	50,005	50,005	50,005	430,902	0	0
In Lieu Tax	708,529	126,775	581,754	42,258	84,517	56,344	56,344	56,344	56,344	56,344	56,344	100,011	50,005	50,005	50,005	688,521	50,008	0
Federal Revenues	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
California Lottery	70,911	0	70,911	20,212	45,629	18,192	18,192	18,192	18,192	18,192	18,192	18,192	18,192	18,192	18,192	38,404	32,507	0
Other State Revenue	126,178	0	126,178	40,125	40,125	40,125	40,125	40,125	40,125	40,125	40,125	40,125	40,125	40,125	40,125	126,178	0	0
Food Service Sales	68,486	11,927	56,559	6,175	5,200	6,284	6,284	6,284	6,284	6,284	6,284	6,284	6,284	6,284	6,284	68,486	0	0
Donations	12,050	223	11,827	183	40	1,314	1,314	1,314	1,314	1,314	1,314	1,314	1,314	1,314	1,314	12,050	0	0
Other Local	59,950	8,498	51,452	153	6,280	2,095	5,717	5,717	5,717	5,717	5,717	5,717	5,717	5,717	5,717	59,950	0	0
All Other Revenues	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Revenues</b>	<b>3,328,459</b>	<b>326,904</b>	<b>2,999,555</b>	<b>705</b>	<b>144,617</b>	<b>181,582</b>	<b>357,477</b>	<b>231,191</b>	<b>423,518</b>	<b>231,191</b>	<b>231,191</b>	<b>394,026</b>	<b>275,908</b>	<b>275,920</b>	<b>324,157</b>	<b>3,071,483</b>	<b>254,976</b>	<b>0</b>

Disbursements	Budget	YTD Actual	Budget Remaining	Actuals												Total	Estimated Accruals	Budget Variance
				July	Aug	Sep	Forecast Oct	Forecast Nov	Forecast Dec	Forecast Jan	Forecast Feb	Forecast Mar	Forecast Apr	Forecast May	Forecast June			
Certificated	1,494,192	265,029	1,229,163	2,585	126,377	136,067	136,574	136,574	136,574	136,574	136,574	136,574	136,574	136,574	136,574	1,494,192	0	0
Classified	399,938	81,130	308,808	3,375	40,230	37,526	34,312	34,312	34,312	34,312	34,312	34,312	34,312	34,312	34,312	389,938	0	0
Employee Benefits	600,620	117,874	482,746	18,353	48,838	50,882	53,638	53,638	53,638	53,638	53,638	53,638	53,638	53,638	53,638	600,620	0	0
Books and Supplies	178,139	42,571	135,568	3,192	18,406	20,973	15,063	15,063	15,063	15,063	15,063	15,063	15,063	15,063	15,063	178,139	0	0
Operating Costs	225,904	62,684	163,220	10,179	29,219	23,287	18,136	18,136	18,136	18,136	18,136	18,136	18,136	18,136	18,136	225,904	0	0
Facility/Overnight Fees	89,667	0	89,667	89,667	0	0	0	0	0	0	0	0	0	0	0	89,667	0	0
Special Education Encroachment	170,431	0	170,431	85,216	0	0	0	0	0	0	0	0	0	0	0	170,431	0	0
Debt Service Interest	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Disbursements</b>	<b>3,148,891</b>	<b>569,288</b>	<b>2,579,603</b>	<b>37,683</b>	<b>283,070</b>	<b>288,535</b>	<b>257,723</b>	<b>257,723</b>	<b>257,723</b>	<b>257,723</b>	<b>257,723</b>	<b>342,938</b>	<b>342,938</b>	<b>257,723</b>	<b>257,723</b>	<b>3,059,224</b>	<b>89,667</b>	<b>0</b>

Change in Cash Position	177,568	569,288	2,579,603	37,683	283,070	288,535	257,723	257,723	257,723	257,723	257,723	342,938	342,938	257,723	257,723	3,059,224	89,667	0
Current Year Adjustments																		
Payroll Liabilities																		
Payroll Reserve for Summer Pay					8,834	9,787	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	98,036		-98,036
Employee Receivable-Summer-125																		
Accounts Receivable																		
Prepaid Expenses/Deposits																		
Accounts Payable																		
Other Sources/Uses																		
Investments																		
All Other Financing Sources																		
All Other Financing Uses																		
Sites/Site Improvement																		
Capital Outlay																		
Debt Service Principal																		

Prior Year Transactions	Accounts Receivable	219,459	199,191	20,268	198,954	237	20,268	20,268	20,268	20,268	20,268	20,268	20,268	20,268	20,268	219,459	0	0
Accounts Receivable-TLC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Loans Receivable-TLC-Pre-K	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Prepaid Expenses/Deposits	5,891	5,718	173	5,718	173	5,718	173	173	173	173	173	173	173	173	173	5,891	0	0
Accounts Payable	-110,689	-28,164	-84,525	-18,005	-8,159	-84,525	-84,525	-84,525	-84,525	-84,525	-84,525	-84,525	-84,525	-84,525	-84,525	-110,689	0	0
Accounts Payable-TLC-TK	-6,212	-6,212	0	-4,247	-1,965	0	0	0	0	0	0	0	0	0	0	-6,212	0	0
Loans Payable	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Payroll Liabilities	-88,304	-88,304	0	-88,304	0	-88,304	0	-88,304	0	-88,304	0	-88,304	0	-88,304	-88,304	0	0	0

Total Adjustments and Prior Year	20,144	84,228	-64,084	94,115	-1,578	9,787	-54,735	8,824	8,824	8,824	8,824	8,824	8,824	8,824	8,824	118,180	-98,036	0
Ending Cash Balance				779,737	659,706	582,540	627,559	609,852	784,470	691,547	653,839	808,966	759,759	777,780	853,039	853,039	920,312	0

Tracy Learning Center - Primary Charter School  
2018-19  
Pro-Forma

**Primary Charter School  
July 1 Budget  
2018/19**

06/07/18		July 1 Budget 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22		
<b>Enrollment</b>		363	363	363	363		
<b>Estimated ADA</b>		349.96	349.96	349.96	350.48		
<b>COLA</b>	Revenue	2.71%	2.57%	2.67%	3.17%		
<b>CPI</b>	Expenses	3.22%	3.04%	2.94%	2.99%		
						0.20 16/17	1,272
						0.28 17/18	1,271
						0.28 18/19	1,312
						0.28 19/20	1,312
						0.28 20/21	1,312
						0.28 21/22	1,312
						0.28 22/23	<u>1,312</u>
<b>Revenues</b>							
<b>LCFF Funding</b>							
801100000000002	State Aid Entitlement Curr Yr	1,849,453	1,925,036	1,994,505	2,135,106		
801214000000002	Education Protection Account Fundin	430,902	430,902	430,902	430,902		
801900000000002	State Aid Entitlement-PY	0	0	0	0		
801914000000002	Education Protection Account PY	0	0	0	0		
809600000000002	In-Lieu Tax Transfers-Curr Yr	708,529	723,500	735,651	704,791		
809700000000002	In-Lieu Tax Transfers-PY	0	0	0	0		
	<b>Total LCFF Funding</b>	<b>2,988,884</b>	<b>3,079,438</b>	<b>3,161,058</b>	<b>3,270,799</b>		
						18/19-19/20 per LCI	190,213 increase
<b>Federal Revenues</b>							
829000000000002	Other Federal Revenue	0	0	0	0		
829040350000002	Other Fed Rev-Title IIA-Tchr Qua	0	0	0	0		
	<b>Total Federal Revenues</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		
<b>Other State Revenues</b>							
855000000000002	Mandate Cost Reimb-Block	5,704	5,704	5,704	5,704	\$16 ADA	349.96
855099990000002	Mandated Cost Reimb-Discr.	120,386	0	0	0	\$344 PY ADA	
856011000000002	State Lottery Revenue-Non-Prop	53,366	53,366	53,366	53,366	\$146 ADA	
856063000000002	State Lottery Revenue-Prop 20	17,545	17,545	17,545	17,545	\$48 ADA	
859000000000002	Other State Revenues	88	88	88	88		
859062300000002	Other State Revenues-Prop 39	0	0	0	0		
	<b>Total Other State Revenues</b>	<b>197,089</b>	<b>76,703</b>	<b>76,703</b>	<b>76,703</b>		-134,306 decrease

**Primary Charter School  
July 1 Budget  
2018/19**

06/07/18		July 1				
		Budget 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22	
<b>Other Local Revenues</b>						
86340000000002	Food Service Sales	68,486	68,618	68,749	68,880	
86600000000002	Interest	950	950	950	950	
86980000000002	Donations	3,000	4,500	4,500	4,500	Family Donations (MHS Futu
86989100000002	Donations-Parent Club	50	100	100	100	
86989150000002	Donations-Field Trips	9,000	8,000	8,000	8,000	
86990000000002	Other Local Revenues	5,500	4,000	4,000	4,000	
8699000000000T2	Other Local Revenues-TK	14,000	14,000	14,000	14,000	
86999100000002	Other Local Revenues-Spiritwear	3,000	3,000	3,000	3,000	
86990110000002	Other Local Revenues-Athletics	0	0	0	0	
86999120000002	Other Local Rev-General Fundraisin	35,000	35,000	35,000	35,000	
8699012000000T2	Other Local Rev-General Fundraisin	1,500	1,500	1,500	1,500	
86999300000002	Other Local Rev-STRS Excess PY	0	0	0	0	
87916500000002	All Other Transfers-Distr-SpEd	0	0	0	0	
	<b>Total Other Local Revenues</b>	<b>140,486</b>	<b>139,668</b>	<b>139,799</b>	<b>139,930</b>	<b>7,765 increase</b>
	<b>Total Revenues</b>	<b>3,326,459</b>	<b>3,295,809</b>	<b>3,377,560</b>	<b>3,487,432</b>	<b>63,672 increase</b>

**Primary Charter School  
July 1 Budget  
2018/19**

06/07/18	July 1 Budget 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22		
<b>Expenses</b>						
<b>Certificated Salaries</b>						
<b>Teacher Salaries</b>						
110100001110002	Teacher Salaries-Regular	937,386	1,450,087	1,479,088	1,508,670	
110111001110002	Teacher Salaries-Reg-Lottery	53,366	0	0	0	
110114001110002	Teacher Salaries-Reg-EPA	430,902	0	0	0	
110199981110002	Teacher Salaries-Reg-LCAP	0	0	0	0	*not linked
110200001110002	Teacher Salaries-Substitute	30,000	30,000	30,000	30,000	
110262641110002	Teacher Salaries-Substitute- Ed Effex	0	0	0	0	*not linked
110300001110002	Teacher-Medical Stipend	26,400	26,400	26,400	26,400	
110500001110002	Teacher Stipend	4,743	10,000	10,000	10,000	
110573921110002	Teacher Stipend-BTSA	4,500	4,500	4,500	4,500	
110593001110002	Teacher Stipend-STRS Excess Cont	0	0	0	0	
110599981110002	Teacher Stipend-LCAP	0	0	0	0	*not linked
	<b>Total Teacher Salaries</b>	<b>1,487,297</b>	<b>1,520,987</b>	<b>1,549,988</b>	<b>1,579,570</b>	
<b>Certificated Pupil Support Salaries</b>						
121000001131102	Certificated Counselor Salary	0	0	0	0	
		0	0	0	0	
<b>Administrator/Supervisor Salaries</b>						
131100001127002	Principal Salaries-Regular	6,895	7,033	7,174	7,317	
132000001121302	Technology Coordinator-Regular	0	0	0	0	
132065005721002	Sp Ed Coordinator-Regular	0	0	0	0	
	<b>Total Administrator Salaries</b>	<b>6,895</b>	<b>7,033</b>	<b>7,174</b>	<b>7,317</b>	
<b>Other Certificated Salaries</b>						
	<b>Total Other Certificated Salaries</b>					
	<b>Total Certificated Salaries</b>	<b>1,494,192</b>	<b>1,528,020</b>	<b>1,557,162</b>	<b>1,586,887</b>	<b>-88,270 increase</b>

**Primary Charter School  
July 1 Budget  
2018/19**

06/07/18		July 1 Budget 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22	
<b>Classified Salaries</b>						
<b>Paraeducator Salaries</b>						
210100001110002	Class Teach/Inst Aide Sal-Reg	298,993	304,973	311,072	317,294	
210199981110002	Class Teach/Inst Aide Sal-LCAP	0	0	0	0	*not linked
210200001110002	Class Teach/Inst Aide Sal-Sub	3,000	1,000	1,000	1,000	
210300001110002	Class Teach/Inst Aide-Med Stip	4,800	4,800	4,800	4,800	
210500001110002	Class Teach/Inst Aide Stipend	1,000	1,000	1,000	1,000	
	<b>Total Paraeducator Salaries</b>	<b>307,793</b>	<b>311,773</b>	<b>317,872</b>	<b>324,094</b>	
<b>Support Services Salaries</b>						
220100001137002	Food Services Salaries-Regular	6,665	6,799	6,935	7,073	
220300001137002	Food Services-Medical Stipend	110	0	0	0	
221100001181002	Maintenance Salaries-Regular	10,493	10,703	10,917	11,135	
221300001181002	Maintenance-Medical Stipend	120	0	0	0	
	<b>Total Support Services Salaries</b>	<b>17,388</b>	<b>17,502</b>	<b>17,852</b>	<b>18,209</b>	
<b>Supervisor Salaries</b>						
23010000072002	Class Admin Salaries-Regular	0	0	0	0	
230100001121002	Class CELDT Assistant Salary-Regular	4,679	4,772	4,868	4,965	
232100001181002	Class Supervisor Salaries-Regular	3,902	3,980	4,059	4,140	
232300001181002	Class Super-Medical Stipend	120	0	0	0	
	<b>Total Supervisor Salaries</b>	<b>8,700</b>	<b>8,752</b>	<b>8,927</b>	<b>9,105</b>	
<b>Office/Technical Salaries</b>						
240100001127002	Cler/Office/Tech Salaries-Reg	55,937	57,056	58,197	59,361	
240300001127002	Cler/Office/Tech-Medical Stip	120	0	0	0	
	<b>Total Office/Technical Salaries</b>	<b>56,057</b>	<b>57,056</b>	<b>58,197</b>	<b>59,361</b>	
	<b>Total Classified Salaries</b>	<b>389,938</b>	<b>395,082</b>	<b>402,847</b>	<b>410,768</b>	
	<b>Total Salaries</b>	<b>1,884,130</b>	<b>1,923,101</b>	<b>1,960,009</b>	<b>1,997,656</b>	<b>126,584 increase</b>

**Primary Charter School  
July 1 Budget  
2018/19**

<b>06/07/18</b>	<b>July 1 Budget 2018-19</b>	<b>Projected 2019-20</b>	<b>Projected 2020-21</b>	<b>Projected 2021-22</b>	
<b>Employee Benefits</b>					
<b>STRS/PERS</b>					<b>STRS PERS</b>
<b>Total STRS/PERS</b>	<b>311,117</b>	<b>359,207</b>	<b>392,087</b>	<b>404,144</b>	
<b>OASDI/Medicare</b>					
<b>Total OASDI/Medicare</b>	<b>66,892</b>	<b>60,380</b>	<b>61,397</b>	<b>62,434</b>	
<b>Health and Welfare</b>					
<b>Total Health and Welfare</b>	<b>186,398</b>	<b>191,990</b>	<b>197,750</b>	<b>203,682</b>	
<b>Unemployment Insurance</b>					
<b>Total Unemployment Insurance</b>	<b>1,440</b>	<b>1,462</b>	<b>1,480</b>	<b>1,499</b>	
<b>Workers' Compensation</b>					
<b>Total Workers' Compensation</b>	<b>34,773</b>	<b>37,401</b>	<b>40,024</b>	<b>42,833</b>	
<b>Other Benefits</b>					
<b>Total Other Benefits</b>					
<b>Total Employee Benefits</b>	<b>600,620</b>	<b>650,439</b>	<b>692,738</b>	<b>714,592</b>	<b>70,832 increase</b>

**Primary Charter School  
July 1 Budget  
2018/19**

06/07/18		July 1 Budget 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22
<b>Books and Supplies</b>					
<b>Books/Reference</b>					
411000001110002	Textbooks/Core Curricula	2,500	2,500	2,500	2,500
411099981110002	Textbooks/Core Curricula-LCAP	0	0	0	0
421000001110002	Books/Reference Materials	0	0	0	0
	<b>Total BooksReference</b>	<b>2,500</b>	<b>2,500</b>	<b>2,500</b>	<b>2,500</b>
<b>Instructional Materials/Supplies</b>					
431000001110002	Instruct Materials/Supplies	30,000	30,000	30,000	30,000
4310000011100T2	Instruct Materials/Supplies-TK	2,000	2,000	2,000	2,000
431063001110002	Instruct Materials/Supplies-Prop 20	17,545	17,545	17,545	17,545
431065005711302	Instruct Materials/Supplies-Sp Ed	100	100	100	100
431099981110002	Instruct Materials/Supplies-LCAP	0	0	0	0
4310999811100T2	Instruct Materials/Supplies-TK-LCA	0	0	0	0
431099991110002	Instruct Materials/Supplies-Discr	0	0	0	0
	<b>Total Instructional Materials/Supplie</b>	<b>49,645</b>	<b>49,645</b>	<b>49,645</b>	<b>49,645</b>
<b>Supplies/Stores</b>					
431191001110002	Other Mtls/Supplies-Spiritwear	1,000	1,000	1,000	1,000
431500001110002	Technology Materials/Supplies	20,000	20,000	20,000	20,000
4315000011100T2	Technology Materials/Supplies-TK	300	300	300	300
431599981110002	Technology Mtls/Supplies-LCAP	0	0	0	0
432000001127002	All Other Materials/Supplies	7,000	7,000	7,000	7,000
4320000011270T2	All Other Materials/Supplies-TK	700	700	700	700
432000001137002	All Other Materials/Supplies	4,000	4,000	4,000	4,000
432000001181002	All Other Materials/Supplies	12,000	12,000	12,000	12,000
4320000011810T2	All Other Materials/Supplies-TK	200	200	200	200
432500001127002	Fundraising Materials/Supplies	20,000	20,000	20,000	20,000
4325000011270T2	Fundraising Materials/Supplies	2,000	2,000	2,000	2,000
432600001127002	Fundraising Mtls/Supp-Athletics	0	0	0	0
	<b>Total Supplies/Stores</b>	<b>67,200</b>	<b>67,200</b>	<b>67,200</b>	<b>67,200</b>

**Primary Charter School  
July 1 Budget  
2018/19**

06/07/18	July 1 Budget 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22	
<b>Non-Capitalized Cptr/Equip</b>					
441000001110002	Non-Capitalized Furniture/Equipmer	4,000	4,000	4,000	4,000
4410000011100T2	Non-Capitalized Furniture/Equipmer	300	300	300	300
441000001127002	Non-Capitalized Furniture/Equipmer	750	750	750	750
4410000011270T2	Non-Capitalized Furniture/Equipmer	300	300	300	300
441000001137002	Non-Capitalized Furniture/Equipmer	100	100	100	100
441000001181002	Non-Capitalized Furniture/Equipmer	500	500	500	500
441065005711302	Non-Capitalized Equip-Sp Ed	100	100	100	100
442000001110002	Non-Capitalized Computers	1,000	1,000	1,000	1,000
442099981110002	Non-Capitalized Computers-LCAP	0	0	0	0
442000001127002	Non-Capitalized Computers	0	0	0	0
442000001137002	Non-Capitalized Computers	0	0	0	0
443000001110002	Non-Capitalized Music Equip/Supp	0	0	0	0
444000001110002	Non-Capitalized Athletic Equipment	500	500	500	500
	<b>Total Non-Capitalized Equipment</b>	<b>7,550</b>	<b>7,550</b>	<b>7,550</b>	<b>7,550</b>
<b>Non-Capaltized Fixed Assets</b>					
	<b>Total Non-Capaltized Fixed Assets</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Food Service Supplies</b>					
470000001137002	Food Service Expenditures	51,144	52,699	54,248	55,870
4700000011370T2	Food Service Expenditures-TK	100	100	100	100
	<b>Total Food Service Supplies</b>	<b>51,244</b>	<b>52,799</b>	<b>54,348</b>	<b>55,970</b>
	<b>Total Books and Supplies</b>	<b>178,139</b>	<b>179,694</b>	<b>181,243</b>	<b>182,865</b>
					<b>-15,090 decrease</b>
<b>Services/Operating Expenses</b>					
<b>Subagreements for Services</b>					
510062301184002	Subagreements for Services-Prop 39	0	0	0	0
	<b>Total Subagreements for Services</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Travel/Conferences</b>					
523000001110002	Travel/Employee Education	0	0	0	0
523000001127002	Travel/Employee Education	0	0	0	0
	<b>Total Travel/Conferences</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Primary Charter School  
July 1 Budget  
2018/19**

06/07/18	July 1 Budget 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22
<b>Dues/Memberships</b>				
531000001127002	Dues and Memberships	1,000	1,000	1,000
	<b>Total Dues/Memberships</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>
<b>Insurance</b>				
540000001127002	Insurance	16,489	16,991	17,490
540000001127002	Insurance-PY Workman's Comp	0	0	0
	<b>Total Insurance</b>	<b>16,489</b>	<b>16,991</b>	<b>17,490</b>
<b>Operations/Housekeeping</b>				
550000001181002	Operations and Housekeeping	47,000	48,429	49,853
5500000011810T2	Operations and Housekeeping-TK	7,200	7,200	7,200
	<b>Total Operations/Housekeeping</b>	<b>54,200</b>	<b>55,629</b>	<b>57,053</b>
<b>Rentals/Leases/Repairs</b>				
560500001187002	Event Rentals	100	100	100
561000001127002	Equipment Rental	7,000	7,000	7,000
5610000011270T2	Equipment Rental-TK	450	450	450
561000001137002	Equipment Rental	300	300	300
561000001181002	Equipment Rental	0	0	0
561500001187002	Portable Rental	0	0	0
562000001187002	Property/Building Rental	59,778	61,589	63,221
5620000011870T2	Property/Building Rental-TK	22,100	22,763	23,446
562500001187002	Storage Rental	1,100	1,100	1,100
563000001187002	Property/Building Repair	5,000	5,000	5,000
5630000011870T2	Property/Building Repair-TK	100	100	100
564000001187002	Property/Building Maintenance	4,300	4,400	4,500
	<b>Total Rentals/Leases/Repairs</b>	<b>100,228</b>	<b>102,802</b>	<b>105,217</b>

Pre-K-68%/TK 32%

**Primary Charter School  
July 1 Budget  
2018/19**

06/07/18		July 1 Budget 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22	
<b>Professional Services</b>						
58060000073002	ARI Administration Contract	40,184	41,217	42,317	43,659	
581091501110002	Field Trip Tickets/Fees	15,000	15,000	15,000	15,000	
5810915011100T2	Field Trip Tickets/Fees-TK	0	0	0	0	
581099981110002	Field Trip Tickets/Fees-LCAP	0	0	0	0	
58200000076002	Other Gov Fees/Chgs-Oversight	29,889	30,794	31,611	32,708	
583000001127002	Advertising/Employment Fees	1,000	1,100	1,200	1,300	
5830000011270T2	Advertising/Employment Fees	100	200	200	200	
585000001127002	Legal Services Contracts	10,000	10,000	10,000	10,000	
58520000071912	Audit Services Contracts	4,373	4,506	4,639	4,777	
585800001110002	Other Svcs/Operating Expenses	6,000	6,000	6,000	6,000	
585800001127002	Other Svcs/Operating Expenses	3,000	3,000	3,000	3,000	
5858000011270T2	Other Svc/Operating Expenses-TK	500	500	500	500	
585800001137002	Other Svcs/Operating Expenses-F.S.	45	45	45	45	
585800001181002	Other Svcs/Operating Expenses	0	0	0	0	
585801001127002	Other Svcs/Operating Exp-Spiritwea	0	0	0	0	
585801501127002	Other Svcs/Operating Exp-Athletic F	0	0	0	0	
585899981110002	Other Svcs/Operating Expenses-LCA	0	0	0	0	
586000001127002	Other Svcs/Op Exp-Payroll Processin	4,407	4,541	4,675	4,815	
587000001127002	Printing Expense	4,900	5,236	5,264	5,292	
5870000011270T2	Printing Expense-TK	260	300	350	400	Pre-K-68%/TK 32%
587100001127002	Property Tax Expenses	250	250	250	250	
587500001110002	Staff Development Expense	15,000	3,500	4,000	4,500	BTSA
587500001127002	Staff Development Exp-Admin	500	500	500	500	
587500001137002	Staff Development Exp-Food Svc	0	0	0	0	
587562641110002	Staff Development Exp-Ed Effective	0	0	0	0	
587599981110002	Staff Development Exp-LCAP	0	0	0	0	
587599991111002	Staff Development Exp-Discr	0	0	0	0	
<b>Total Professional Services</b>		<b>135,409</b>	<b>126,689</b>	<b>129,551</b>	<b>132,946</b>	

**Primary Charter School  
July 1 Budget  
2018/19**

06/07/18	July 1 Budget 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22		
<b>Communications</b>						
591000001127002	Postage and Shipping	2,000	2,000	2,000	2,000	
5910000011270T2	Postage and Shipping-TK	25	25	25	25	
592000001127002	Internet Services	1,200	1,300	1,400	1,500	
5920000011270T2	Internet Services-TK	630	650	670	690	52.77/mo
593000001127002	Telephone/Cell Phones	4,000	4,100	4,200	4,300	added Vonage
5930000011270T2	Telephone/Cell Phones-TK	390	400	420	440	32.00/mo
	<b>Total Communications</b>	<b>8,245</b>	<b>8,475</b>	<b>8,715</b>	<b>8,955</b>	
	<b>Total Services/Operating Expenses</b>	<b>315,571</b>	<b>311,586</b>	<b>319,025</b>	<b>327,672</b>	<b>-243,139 decrease</b>
<b>Capital Outlay</b>						
617000001185002	Sites/Improvement of Sites	0	0	0	0	
6170999811850T2	Sites/Improvement of Sites-LCAP-TF	0	0	0	0	
640000001111002	Capitalized Equipment-Instr	0	0	0	0	
6400000011110T2	Capitalized Equipment-Instr-TK	0	0	0	0	
690000001110002	Depreciation Expense	11,150	11,150	10,796	0	
	<b>Total Capital Outlay</b>	<b>11,150</b>	<b>11,150</b>	<b>10,796</b>	<b>0</b>	<b>-1,767 decrease</b>
<b>Other Outgo</b>						
714165050092002	SPED Encroachment	170,431	175,680	180,929	186,455	6,576 increase
7141650500920P2	SPED Encroachment-Prior Year	0	0	0	0	
	<b>Total Other Outgo</b>	<b>170,431</b>	<b>175,680</b>	<b>180,929</b>	<b>186,455</b>	
	<b>Total Expenses</b>	<b>3,160,041</b>	<b>3,251,649</b>	<b>3,344,741</b>	<b>3,409,240</b>	

**Primary Charter School  
July 1 Budget  
2018/19**

06/07/18	July 1 Budget 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22	
<b>Other Sources and Uses</b>					
<b>Other Sources</b>					
897900000000002	All Other Financing Sources	0	0	0	0
898000000000002	Contrib from Unrestr Resource	-170,631	-175,680	-180,929	-186,455
898065000000002	Contrib from Unrestr Res-SpEd	170,631	175,680	180,929	186,455
	<b>Total Other Sources</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Other Uses</b>					
743800000091002	Debt Svcs Interest Payments	0	0	0	0
743900000091002	Debt Svcs Principal Payments	0	0	0	0
769900000091002	All Other Financing Uses	0	0	0	0
	<b>Total Other Uses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>Total Other Sources and Uses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>Net Increase/Decrease in Fund Balan</b>	<b>166,419</b>	<b>44,160</b>	<b>32,820</b>	<b>78,192</b>
	<b>Year End Reclassification to FASB</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>Year End Net Increase/Decrease in F</b>	<b>166,419</b>	<b>44,160</b>	<b>32,820</b>	<b>78,192</b>
					<b>207,946 decrease</b>
<b>Fund Balance</b>					
979100000000002	Beginning Fund Balance/Net Assets	784,636	951,054	995,214	1,028,034
	Ending Net Assets	951,054	995,214	1,028,034	1,106,226

# Enrollment and ADA Data

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
2	Primary Charter School													
3	RESIDENT STUDENTS ENROLLMENT													
4	Year	TK:K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
11	2011-12	57	60	59	61	101								
12	2012-13	57	60	61	59	90								
13	2013-14	60	80	80	80	96								
14	2014-15	66	66	66	66	86								
15	2015-16	99	66	66	66	66								
16	2016-17	99	66	66	66	66								
17	2017-18	99	66	66	66	66								
18	2018-19	99	66	66	66	66								
19	2019-20	99	66	66	66	66								
20	2020-21	99	66	66	66	66								
21	NON-RESIDENT STUDENTS ENROLLMENT													
22	Year	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
29	2011-12													
30	2012-13													
31	2013-14													
32	2014-15													
33	2015-16													
34	2016-17													
35	2017-18													
36	2018-19													
37	2019-20													
38	2020-21													
39	Primary Charter School													
40	STUDENT ATTENDANCE													
41	STUDENT ATTENDANCE													
42	Year	BUDGET	P-1	P-2	EST	BUDGET	P-1	P-2	EST	BUDGET	P-1	P-2	EST	
49	2011-12	237.00	230.43	229.72	229.72	101.00	98.35	98.36	98.36					
50	2012-13	237.00	229.09	228.88	228.88	90.00	87.92	87.95	87.95					
51	2013-14	240.00	233.25	233.19	233.19	98.00	87.59	90.10	90.10					
52	2014-15	264.00	256.71	254.96	254.96	66.00	64.14	63.41	63.41					
53	2015-16	297.00	284.74	281.53	281.53	68.00	64.37	64.01	64.01					
54	2016-17	297.00	286.19	285.18	285.18	68.00	65.84	65.30	65.30					
55	2017-18	297.00	284.33	285.81	285.81	68.00	64.15	64.15	64.15					
56	2018-19	297.00	284.33	285.81	285.81	68.00	64.15	64.15	64.15					
57	2019-20	297.00	284.33	285.81	285.81	66.00	64.15	64.15	64.15					
58	2020-21	297.00	284.33	285.81	285.81	66.00	64.15	64.15	64.15					

# Enrollment and ADA Data

	A	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB							
<b>Primary Charter School</b>																						
2																						
3	<b>RESIDENT ENROLLMENT RECAP</b>																					
4	Year	K-3	4-6	7-8	9-12	SWP Hrs	LEP/FAR	Total								K-3	4-6	7-8	9-12	SWP Hrs	LEP/FAR	
11	2011-12	237	101					338														
12	2012-13	237	90					327														
13	2013-14	240	96					336														
14	2014-15	264	66					330														
15	2015-16	297	66					363														
16	2016-17	297	66					363														
17	2017-18	297	66					363														
18	2018-19	297	66					363														
19	2019-20	297	66					363														
20	2020-21	297	66					363														
21	<b>TOTAL ENROLLMENT RECAP</b>																					
22	Year	K-3	4-6	7-8	9-12	SWP Hrs	LEP/FAR	Total														
29	2011-12	237	101					338														
30	2012-13	237	90					327														
31	2013-14	240	96					336														
32	2014-15	264	66					330														
33	2015-16	297	66					363														
34	2016-17	297	66					363														
35	2017-18	297	66					363														
36	2018-19	297	66					363														
37	2019-20	297	66					363														
38	2020-21	297	66					363														
39	<b>Primary Charter School</b>																					
40	<b>STUDENT ATTENDANCE</b>																					
41	<b>9-12</b>																					
42	Year	BUDGET	P-1	P-2	EST											BUDGET	P-1	P-2	EST			
49	2011-12															338.00	328.78	328.08	328.08			
50	2012-13															327.00	317.01	316.83	316.83			
51	2013-14															336.00	320.64	323.29	323.29			
52	2014-15															330.00	320.85	318.37	318.37			
53	2015-16															363.00	349.11	345.54	345.54			
54	2016-17															363.00	351.83	350.48	350.48			
55	2017-18															363.00	348.48	349.96	349.96			
56	2018-19															363.00	348.48	349.96	349.96			
57	2019-20															363.00	348.48	349.96	349.96			
58	2020-21															363.00	348.48	349.96	349.96			

# Enrollment and ADA Data

	A	AC
2		
3		
4	Year	Total
11	2011-12	
12	2012-13	
13	2013-14	
14	2014-15	
15	2015-16	
16	2016-17	
17	2017-18	
18	2018-19	
19	2019-20	
20	2020-21	
21		
22	Year	
29	2011-12	
30	2012-13	
31	2013-14	
32	2014-15	
33	2015-16	
34	2016-17	
35	2017-18	
36	2018-19	
37	2019-20	
38	2020-21	
39		
40		
41		
42	Year	
49	2011-12	
50	2012-13	
51	2013-14	
52	2014-15	
53	2015-16	
54	2016-17	
55	2017-18	
56	2018-19	
57	2019-20	
58	2020-21	

# Enrollment and ADA Data

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
	ATTENDANCE TO ENROLLMENT													
	K-3			4-6			7-8							
59	Year	BUDGET	P-1	P-2	EST	BUDGET	P-1	P-2	EST	BUDGET	P-1	P-2	EST	
60	2011-12	100.00%	97.23%	96.93%	96.93%	100.00%	97.38%	97.39%	97.39%					
61	2012-13	100.00%	96.86%	96.57%	96.57%	100.00%	97.69%	97.72%	97.72%					
62	2013-14	100.00%	97.19%	97.16%	97.16%	100.00%	91.24%	93.85%	93.85%					
63	2014-15	100.00%	97.24%	96.58%	96.58%	100.00%	97.18%	96.08%	96.08%					
64	2015-16	100.00%	95.87%	94.79%	94.79%	100.00%	97.53%	96.98%	96.98%					
65	2016-17	100.00%	96.36%	96.02%	96.02%	100.00%	98.45%	98.94%	98.94%					
66	2017-18	100.00%	95.73%	96.23%	96.23%	100.00%	97.20%	97.20%	97.20%					
67	2018-19	106.00%	95.73%	96.23%	96.23%	100.00%	97.20%	97.20%	97.20%					

# Enrollment and ADA Data

	A	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB
59	ATTENDANCE TO ENROLLMENT														
60	9-12														
61	Year	BUDGET	P-1	P-2	EST.										
68	2011-12	100.00%	97.27%	97.07%	97.07%										
69	2012-13	100.00%	96.94%	96.89%	96.89%										
70	2013-14	100.00%	95.49%	96.22%	96.22%										
71	2014-15	100.00%	97.23%	96.48%	96.48%										
72	2015-16	100.00%	96.17%	95.19%	95.19%										
73	2016-17	100.00%	96.92%	96.55%	96.55%										
74	2017-18	100.00%	96.00%	96.41%	96.41%										
75	2018-19	100.00%	96.00%	96.41%	96.41%										

# Enrollment and ADA Data

	A	AC
59		
60		
61	Year	
68	2011-12	
69	2012-13	
70	2013-14	
71	2014-15	
72	2015-16	
73	2016-17	
74	2017-18	
75	2018-19	